



# **REQUEST FOR TENDER**

for

## **Frequency and Time Standards for the AuScope Very Long Baseline Interferometry (VLBI) Array**

**University of Tasmania  
Asset Management Services  
Private Bag 35  
Hobart, Tasmania, Australia 7001**

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## **EXPLANATION OF DOCUMENTS**

The tender documentation for these works includes

### **1. CONDITIONS OF TENDER (PART A)**

The Conditions of Tender (“Conditions”) are the conditions upon which the University will receive and evaluate Tenders. Failure to strictly observe these conditions may result in a Tender being excluded from further consideration.

### **2. UNIVERSITY REQUIREMENTS (PART B)**

The University’s Requirements contain some general information for tenderers together with details of the University’s requirements to enable the University’s Tender Panel to assess each Tender.

### **3. COVER SHEET FOR TENDERERS (PART C)**

The Cover Sheet for Tenderers is a required form that must be returned as part of the Tender. A Tender may be excluded from further consideration if this form is not used.

### **4. FORM OF CONTRACT (PART D)**

The Terms and Conditions of AS 4910-2002 Australian Standard General Conditions of Contract for the Supply of Equipment with Installation, incorporating Annexure A, B and C as appropriate.

**PART A**  
**CONDITIONS OF TENDER**

**1. INTERPRETATION**

Unless expressly indicated otherwise, the terms of this RFT shall be interpreted in accordance with the Dictionary annexed to these Conditions.

**2. TENDER CLOSING TIME**

Tenders conforming to this RFT must be lodged in accordance with these Conditions no later than 2 PM AEST, Friday 11 January 2008 ("Closing Time").

**3. LODGEMENT**

3.1 The original Tender (marked "Original"), must be placed in an envelope clearly marked as "TENDER" with the Tender Title, Closing Time and Tenderer's name, and lodged prior to Closing Time by:

- (a) Placing it in the Tender Box  
Level 2  
Corporate Services Building  
TT Flynn St (off Churchill Ave)  
Sandy Bay 7005  
Tasmania  
Australia

OR

- (b) posting it to the Tender Box so that it is received by the University before the Closing Time.

Private Bag 35  
Hobart  
Tasmania  
Australia 7001

3.2 Oral Tenders or tenders lodged by facsimile or email will not be considered.

3.3 No responsibility will be accepted for any Tender lodged or sent to an incorrect location.

**4. UNAUTHORISED COMMUNICATION**

4.1 Tenderers must direct all communications concerning this RFT through the Contact Officer unless directed otherwise by the Contact Officer. Unauthorised communication by a Tenderer with other staff of the University may lead to the exclusion from consideration of a Tender lodged by that Tenderer.

4.2 The University reserves the right to:

- (a) not answer a question asked by a Tenderer; and

(b) provide any answers to questions raised by a Tenderer to any other Tenderer, on a non-attributable basis.

## 5. CONTACT OFFICER

For the purposes of this tender, the Contact Officer is:

Jim Lovell  
AuScope VLBI Project Scientist  
University of Tasmania  
Locked Bag 21  
Hobart Tasmania Australia 7001  
Tel: +61 3 6226 7256  
Fax: +61 3 6226 2410  
Email: Jim.Lovell@utas.edu.au

## 6. RFT TIMETABLE

The University's intended timetable for this RFT is as follows:

Issue date of tender:	Friday 14 December 2007
Closing Time:	Friday 11 January 2008
Conclusion of tender evaluation:	Friday 25 January 2008
Finalisation and signature of Contract:	Friday 22 February 2008
Hand over of time and frequency standards to the University	Friday 10 October 2008

## 7. VARIATION OF RFT

The University may, in its absolute discretion, amend this RFT or provide additional information at any time by giving written notice to:

(a) prior to the Closing Time, all persons who have been issued with the RFT by the University and who have provided sufficient address details to enable the University to contact them; and

(b) after the Closing Time, to all Tenderers who have lodged Tenders.

## 8. LATE TENDERS

8.1 Subject to sub-clause 3.2 above, Tenders received after the Closing Time ("Late Tenders") will not be accepted into the Tender Process unless the University, in its absolute discretion, resolves that accepting a Late Tender will not compromise the integrity of the tendering process or provide any unfair advantage to the Tenderer lodging the Late Tender.

8.2 Late Tenders which are not accepted, will be marked on the envelope with the time and date of receipt, and returned unopened to the Tenderer.

8.3 The University may request a Tenderer to provide evidence to assist it in making its decision as to whether to accept or exclude a Late Tender from the Tender Process.

## **9. ALTERATION OR ILLEGIBILITY**

- 9.1 A Tenderer must initial any alteration made to a Tender.
- 9.2 A Tender containing alterations that are not initialled, erasures or illegible information may be excluded from consideration.
- 9.3 A Tenderer should immediately notify the Contact Officer in writing if it reasonably believes there is a discrepancy, error, ambiguity, inconsistency or omission in this RFT.

## **10. SUSPENSION OR CESSATION**

The University may cease to proceed with, or suspend the process, or any stage of it, outlined in the RFT or any negotiations being conducted at that time with any Tenderer.

## **11. REJECTION OF TENDER**

The University may reject a Tender that does not fully comply with the terms of the RFT.

## **12. PARTIAL ACCEPTANCE**

The University reserves the right to accept all or part of a Tender at the price or prices tendered unless the Tender states specifically to the contrary.

## **13. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

- 13.1 The RFT and such intellectual property rights as may exist in the information contained in the RFT shall remain the property of the University. A Tenderer is only permitted to use the RFT for the purpose of preparing a Tender in response and for the purpose of conducting any contract negotiations with the University.
- 13.2 The Tenderer must keep confidential all information concerning the University, received as a result of, or in connection with, the submission of a Tender which the University has indicated to Tenderers is confidential or which Tenderers know or ought to know is confidential.
- 13.3 All Tenders and accompanying documents become the property of the University and the Tenderer authorises the University, its officers, employees, agents and advisers to adapt, modify, disclose, reproduce or do anything else necessary (in the University's sole opinion) to the whole or any portion of the Tender for the purposes:
- (a) Tender evaluation;
  - (b) negotiating and/or entering into a contract with any party for the delivery of the University's Requirements or similar requirements;
  - (c) managing a contract with a successful Tenderer (if any); or
  - (d) anything else related to the above purposes, including governmental and parliamentary auditing and reporting requirements.
- 13.4 The University reserves the right to require that information concerning the University, received by a Tenderer as a result of, or in connection with, the submission of a

Tender (and copies of such information) be either destroyed by the Tenderer or alternatively returned to the University at any time. The University may also require that the Tenderer provide evidence (in a form satisfactory to the University) that any University requirements in this respect have been fully complied with.

#### **14. CONTENT AND FORMAT OF TENDER**

- 14.1 Tenders must include all the information requested in the RFT unless expressly specified otherwise.
- 14.2 All items, features and functions specified in the RFT are the minimum information requirements for a Tender unless expressly stated otherwise.
- 14.3 The Tenderer must submit the Tender under cover of the Cover Sheet. The Cover Sheet must be completely filled in, and be accompanied by any other supplemental documents necessary to make the Tender complete. A Tenderer may reproduce the Cover Sheet in an expanded format to provide additional space for response.
- 14.4 Where a Tenderer intends to utilise a subcontractor, all of the information requested in the RFT must be provided in full for each subcontractor.

#### **15. PRICE**

- 15.1 All monetary amounts are to be expressed in Australian Dollars. (AUD)
- 15.2 The Tenderer must quote all prices **without** the addition of GST.

#### **16. CONFLICT OF INTEREST**

- 16.1 Tenderers must not place themselves in a position which may, or does give rise to a conflict of interest between themselves and the University during the Tender Process.
- 16.2 If any actual or potential conflict of interest with the University arises at any time during the Tender Process, the Tenderer is to immediately notify the University in writing.
- 16.3 In the event of an actual or potential conflict of interest the University may, in its absolute discretion:
  - (a) resolve any actual or potential conflict of interest with a Tenderer; or
  - (b) reject the Tender lodged by such a Tenderer; or
  - (c) take any other action it considers appropriate.

#### **17. ALTERNATIVE TENDER**

- 17.1 Tenderers are encouraged to offer options or solutions, which in a novel or innovative way, contribute to the University's ability to carry out its business in a more cost-effective manner. These may be related to the functional, performance and technical aspects of the requirements or to opportunities for more advantageous commercial arrangements. These options will be considered commercial in confidence.
- 17.2 The Tenderer may submit a Tender that does comply with the University's Requirements if

- (a) the Tenderer also lodges a Tender conforming with the University's Requirements; and
- (b) the Tender not complying with the University's Requirements
  - A. is identified as an "Alternative Tender";
  - B. clearly specifies wherever it fails to comply with the University's Requirements;
  - C. states the reasons for each non-compliance and demonstrates, in detail, how the alternative will benefit the University; and
  - D. is accompanied with any supplementary material, together with associated prices.

17.3 The University reserves the right either to consider Alternative Tenders on their merits or not to consider them further.

## **18. TENDER CONSTITUTES BINDING OFFER**

A Tender constitutes an irrevocable, unalterable offer by the Tenderer to the University which must remain valid and open to be accepted for a period of no less than 90 days from the Closing Time and may be extended by written agreement. Tenderers may state in their Tender a period of more than 90 days from the Closing Time for which their Tender remains valid for acceptance.

## **19. EVALUATION OF TENDERS**

19.1 The evaluation process will be undertaken with the aim of determining which Tender represents best value for money to the University. In determining value for money, Tenders will be assessed against the following evaluation criteria:

### **Compliance Criteria**

Compliance with:

- Conditions of Tender;
- Contract, including insurance requirements; and
- University Requirements.

### **Qualitative Criteria**

- Capability of the Tenderer to fulfil the University's Requirements, including technical and supply competence, relevant skills, experience and availability of personnel, financial viability and demonstrated previous relevant experience;
- The degree to which the services meet the University's Requirements.

19.2 Following the receipt of Tenders, the University, in its absolute discretion, may:

- (a) use any relevant information obtained in relation to a Tender (through this RFT or by independent inquiry) in the evaluation of Tenders;

- (b) enter into discussions or negotiations with any one or more Tenderers; and
  - (c) seek clarification or additional information from any Tenderer.
- 19.3 Tenderers must comply with any requests to provide additional information or clarification in relation to their Tender within the timeframe specified.
- 19.4 The University may exclude from consideration in the evaluation of Tenders additional information provided by Tenderers, whether received in response to a request or otherwise.
- 19.5 The University is not obliged to accept the lowest priced or any other Tender.

## **20. FORMATION OF CONTRACT**

- 20.1 The successful Tenderer will be required to sign the Contract supplemented by the addition of relevant information, requirements, or variations:
- (a) contained in the successful Tender;
  - (b) arising during the Tender evaluation; and
  - (c) arising out of discussions and negotiations.
- 20.2 No contractual relationship or other obligation arises between the University and a Tenderer, for the supply of the University's Requirements, until the University and the successful Tenderer formally exchange signed counterparts of the Contract. This clause applies despite any oral or written advice to the Tenderer that a Tender is successful or has been, or will be, accepted.

## **21. TAXATION**

The Tenderer must provide its Australian Business Number (ABN). If the Tenderer holds no ABN, the reason for not having an ABN must be stated. Should Tenderers choose not to register or disclose details of their ABN, PAYG withholding tax may apply and the University is required by law to deduct the relevant amount from any payment under the Contract and to remit the relevant amount to the Australian Taxation Office.

## **22. TENDERERS TO INFORM THEMSELVES**

- 22.1 Tenderers are considered to have:
- (a) examined this RFT, any documents referenced in this RFT and any other information made available by the University to Tenderers for the purpose of tendering;
  - (b) examined all further information which is obtainable by the making of reasonable inquiries relevant to the risks, contingencies, and other circumstances having an effect on their Tender;
  - (c) satisfied themselves as to the correctness and sufficiency of their Tenders including Fees; and
  - (d) satisfied themselves as to the terms and conditions of the Contract and its ability to comply with the Contract.

22.2 Tenders are submitted on the basis that Tenderers acknowledge that:

- (a) they do not rely on any representation, letter, document or arrangement, whether oral or in writing, or other conduct as adding to or amending these Conditions other than amendments in accordance with clause 7;
- (b) they do not rely upon any warranty or representation made by or on behalf of the University, its officers, employees, agents or advisers except as are expressly provided for in this RFT, but they have relied entirely upon their own inquiries and inspection in respect of the subject of their Tender;
- (c) the University will not be responsible for any costs or expenses incurred by Tenderers in complying with the requirements of this RFT; and
- (d) neither this RFT nor the Tender give rise to contractual obligations between the University and the Tenderer.

22.3 The University will not be liable to any Tenderer on the basis of any promissory estoppel, quantum meruit or other contractual, quasi contractual or restitutionary grounds whatsoever or in negligence as a consequence of any matter relating or incidental to a Tenderer's participation in this Tender Process including instances where:

- (a) a tenderer is not invited to participate in any subsequent process following completion of this Tender Process;
- (b) the University varies or terminates the Tender Process;
- (c) the University decides not to contract for all or any of the requirements; or
- (d) the University exercises or fails to exercise any of its other rights under or in relation to this RFT.

## **23. UNIVERSITY'S RIGHTS**

Without limiting its rights at law or otherwise, the University reserves the right in its absolute discretion at any time to:

- (a) cease to proceed with the process outlined in this RFT, including the right not to proceed with the RFT, and not to enter into a Contract;
- (b) allow any Tenderer to change its Tender;
- (c) call for new Tenders;
- (d) accept or reject any Tender that does not comply with this RFT;
- (e) waive or vary any obligation of any Tenderer under this RFT;
- (f) negotiate with any person who is not a Tenderer and enter into a Contract in relation to this exercise with that person on such terms as the University in its absolute discretion accepts;
- (g) add to, alter, delete or exclude any requirement including the inclusion of any additional requirements;

- (h) publish the names of the successful Tenderers; and
- (i) to forward to any other Tenderer on a non-attributable basis the University's response to any Tenderer's request for clarification on any aspect of the RFT.

## **25. APPLICABLE LAW**

- 25.1 The law applying to the State of Tasmania applies to the RFT, and the tendering process.
- 25.2 Tenderers should familiarise themselves with all relevant legislation and policies relating to the provision of the University's Requirements including the *Freedom of Information Act 1991* (which gives members of the public rights or access to certain documents of the University's documents).
- 25.3 Where a Tenderer is currently named as not complying with the *Equal Opportunity for Women in the Workplace Act 1999* (Commonwealth), the University may exclude its Tender from further consideration.

## DICTIONARY

1. In this RFT, unless a contrary intention appears, the following definitions and rules of interpretation shall apply:

**"Agreement"** means the Contract. These terms are used interchangeably throughout this RFT.

**"Alternative Tender"** means a Tender submitted pursuant to clause 17 of the Conditions;

**"Business Day"** means a day that is not a Saturday, a Sunday, Anzac Day or a public holiday under the *Statutory Holidays Act 2000*.

**"Consultant"** means the Person with whom the University enters into a contract to provide the University's Requirements;

**"Contract"** means the draft agreement forming Part D of this RFT.

**"Closing Time"** means the closing time and date for submission of Tenders pursuant to clause 2 of the Conditions;

**"Contact Officer"** means the person identified as Contact Officer in the Conditions;

**"Cover Sheet"** means the tender cover sheet forming Part C of this RFT;

**"Fees"** means the fees payable for services rendered by the Consultant calculated in accordance with clause 2 of the Contract;

**"GST"** means any tax imposed under any GST law and includes GST within the meaning of the GST Act;

**"GST Act"** means the *A New Tax System (Goods and Services Tax) Act 1999* (Commonwealth) as amended;

**"GST Law"** means the GST law as defined in the GST Act and includes any Act of the Parliament of Australia that imposes or deals with GST;

**"Legislative Requirement"** means any Act or subordinate legislation of the Commonwealth or Tasmanian legislature or the University's governing body.

**"Person"** includes a natural person, a corporation, a partnership, a board, a joint venture, an incorporated association, a government, a local government authority and an agency;

**"Request For Tender"** or **"RFT"** means this document inviting Tenderers to offer to deliver the University's Requirements by submitting a Tender as provided in this document;

**"Services"** or **"University's requirements"** means the services described in Part B of this RFT.

**"Tender Box"** means in the case of Tenders to be lodged in accordance with clause 3.1(b), the postal address on the cover page of this RFT.

**"Tender"** means the documents constituting an offer by the Tenderer to deliver the University's Requirements;

**"Tender Process"** means the tendering process outlined in this RFT;

**"Tender Title"** means the Tender Title shown on the cover page of this RFT;

**"Tenderer"** means a Person who offers to deliver the University's Requirements;

**"University"** means the University of Tasmania;

**"University's Requirements"** or **"Services"** means the services described in Part B of this RFT;

2. In this RFT, unless the contrary intention appears:

- (a) a reference to a clause or schedule is a reference to a clause of, or schedule to, this RFT and a reference to this RFT includes an annexure, attachment or schedule;
- (b) a reference to this RFT is a reference to this RFT as amended, varied, notated or substituted from time to time;
- (c) a reference to a statute, ordinance, code or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them;
- (d) a word importing the singular includes the plural and vice versa; a word importing a gender includes each other gender and a reference to a person includes an individual, firm, body corporate, association (whether incorporated or not), government, governmental or semi-governmental body, local authority or agency;
- (e) a reference to a person includes the person's executors, administrators, successors, substitutes (including persons taking by novation), transferees and assigns;
- (f) a reference to an act matter or thing includes the whole, or any part of, that act matter or thing and a reference to a group of acts, matters, things or persons includes each act, matter, thing or person in that group;
- (g) where, under this RFT, or anything done under it, the day on, or by which, any act, matter or thing is to be done, is not a Business Day, that act matter or thing may be done on the immediately following Business Day;
- (h) where any terms and conditions are added to the RFT, it is agreed that those terms and conditions will form part of the RFT;
- (i) the use of inclusive terms such as "including" or "includes" will be read as "including, without limitation" or "includes, without limitation"; and
- (j) headings are inserted for convenience and do not affect the interpretation of this RFT.

**PART B**  
**UNIVERSITY'S REQUIREMENTS**

**B1 Background**

As part of the recently announced *Structure and Evolution of the Australian Continent* collaborative research infrastructure strategy (NCRIS), the University of Tasmania, together with Geoscience Australia and Curtin University are constructing a three-element Very Long Baseline Interferometry (VLBI) array for geodesy. This will consist of three new antennas to be situated at Hobart in Tasmania, at Yarragadee in Western Australia and at a site still to be determined in central northern Australia. VLBI data will be recorded at these sites and shipped to a dedicated correlation facility at Swinburne University. The Data Analysis Centre at Geoscience Australia will use the VLBI data to explore the motion of the Australian continent and improve the International Geospatial Reference System (IGRS) as it applies to Australia. Construction of the array will take place from 2007 until 2009 with the first antenna to be constructed at Hobart beginning in 2008. Both construction and operation of the array will be the responsibility of the University of Tasmania (UTas).

Essential to the success of this endeavour are excellent time and frequency standards at all three sites. Listed below are the functional, technical and service requirements for these devices.

**B2 Statement of Requirements**

The Tenderer is asked to supply three frequency and time standards each with the following specification:

1. Output signals: 1 pulse per second (PPS) and a 5 MHz tone. Tenderers are invited to quote on supplying additional 10 MHz and 100 MHz outputs. The 1PPS signal should be in positive TTL pulses.
2. Relative frequency stability: Allen variances of the 5 MHz signal of
  - a. Less than  $5 \times 10^{-13}$  in 1 second
  - b. Less than  $5 \times 10^{-14}$  in 10 seconds
  - c. Less than  $1 \times 10^{-14}$  in 100 seconds
  - d. Less than  $2 \times 10^{-15}$  in 1 hour
  - e. Less than  $3 \times 10^{-15}$  in 1 day
3. An AC Input power supply of 240V, 50 Hz.
4. An additional DC input power supply for a backup battery in case of power failure.
5. Service life of at least 10 years, and details of warranty cover and extension options.
6. Control and monitoring to be possible from a remote location using standard internet protocols.
7. The three clocks will be delivered to Hobart for acceptance testing. One unit will remain in Hobart and UTas will distribute the remainder to the other sites at later dates.
8. Packaging suitable for long-distance transport between Hobart and the other two sites for deployment, and possible shipment at later dates to other locations in Australia for maintenance.

### **B3 FORM OF TENDER**

Tenderers must provide their tender as:

- original hard copy;
- 2 copies; and
- 1 electronic copy compatible with the Microsoft® Word 2000 or PDF format.

### **B4 CONTENTS OF TENDER**

The Tender *must* contain:

- (a) Cover Sheet completed and signed by the Tenderer or for and on behalf of the Tenderer by a person who warrants their authority to sign for the Tenderer;
- (b) Executive Summary;
- (c) Firm Information including financial viability
- (d) Staff resources who will deliver the services to the University including the person who will be primary contact with the University, other key personnel and their relevant experience.
- (e) A statement of facts as to previous experience and achievement in delivering comparable time and frequency standards, and the ability to carry out the work or services specified for the duration of the contract;
- (f) Disclosure and management of conflicts of interest;
- (g) The cost of the equipment in Australian dollars (AUD)
- (h) The process and methodology to be employed in undertaking the task of delivering the equipment;
- (i) Details on how the equipment will be shipped and insured for transport to Hobart;
- (j) Details of University resources which may be required, including site-preparation work to be carried out by University staff prior to delivery;
- (k) Details on support staff and services to the equipment. Tenderers are to supply an anticipated maintenance schedule;
- (k) Details on the warranty coverage of the equipment and extension options.
- (l) Proposed timeline for completion;
- (m) Details of the packaging arrangements suitable for long-distance transport between Hobart and the other two sites for deployment, and possible shipment at later dates to other locations in Australia for maintenance.

## 8. ADDITIONAL MATERIAL

The Tender *may* contain

- (a) written references;
- (b) names of past or existing clients who the University may contact for a reference as to the Tenderer's ability to deliver and install the tendered equipment.
- (c) Further options for consideration by the University in line with section 17 of Part A of this RFT; or
- (d) any other information the Tenderer considers appropriate.

**PART C**  
**TENDER COVER SHEET**  
**TENDER ID NO: PHYSICS 2007/002**

**DATE:**

The Tender Box  
ASSET MANAGEMENT SERVICES  
University of Tasmania  
Private Bag 35  
**HOBART TAS 7001**

**CLOSING TIME** for submission of Tenders 2 PM AEST, Friday 11 January 2008

**REQUEST FOR TENDER COVER SHEET**

I/we submit this offer, by way of tender, to deliver the University's Requirements specified in the above-mentioned Request for Tender ("RFT") at the prices tendered and in accordance with the Contract in Part D of the RFT ("Contract"). This Tender comprises:

- (1) this Tender Cover Sheet;
- (2) [*Note to Tenderer*: List the documentation submitted to comply with the RFT].
- (3) .....

I/we declare that:

**Compliance with the RFT**

- (a) the Tenderer undertakes to participate in the RFT process in accordance with the RFT;
- (b) this Tender is compliant with all sections of the RFT (including the Contract) [except to the extent stated below];

*Notes to Tenderer*: If the Tender does not comply or fully comply with the Conditions of Tender, including the Contract, the Tenderer must include a statement specifying each condition or requirement with which the Tender does not comply or fully comply with and indicating, for each condition or requirement the reason(s) for the non-compliance.

**Acceptance**

- (c) this Tender constitutes a complete offer relating to all matters required for the completion of the contract to deliver the University's Requirements and is capable of immediate acceptance by the University;
- (d) this Tender remains open for acceptance until [insert date];

*Notes to Tenderer*: Clause 18 of the Conditions of Tender provide that the Tender must remain valid and open to be accepted for a period of no less than 90 days from the Closing Time.

**Accuracy and Correctness of Tender**

- (e) the information and particulars provided as part of this Tender are accurate and correct;

**Conflict of Interest**

- (f) to the best of our knowledge, information and belief neither the Tenderer or its employees or advisers have placed themselves in a position which may have given or did give rise to a conflict of interest or a potential conflict of interest between the interests of the Tenderer or its employees or advisers and the interests of the University in relation to this RFT process; and

*Notes to Tenderer:* If Tenderers are aware of a conflict of interest or potential conflict of interest they are obliged to notify the University in writing (see clause 16 of the Conditions of Tender).

**Authorisation**

- (g) I am/we are duly authorised to sign this Tender Cover Sheet for and on behalf of the Tenderer.

Signed by the Tenderer or

for and on behalf of the Tenderer by

.....

a person who by his/her signature duly warrants his/her authority to sign

Name of Tenderer:

Address of Tenderer:

(Include fax no. & telephone no.)

ABN of Tenderer:

## **PART D – FORM OF CONTRACT**

The contract is a fixed price lump sum contract payable upon completion of the works and will be subject to the terms and conditions of AS 4910-2002 Australian Standard General Conditions of Contract for the Supply of Equipment with Installation, as stated in Annexures A & C below.

Contract documents will comprise:

The Agreement Execution pages;  
Form of Tender submission and any correspondence during tender negotiations;  
AS 4910-2002;  
This Request for Tender.

**ANNEXURE to the Australian Standard  
General conditions of contract for the  
supply of equipment with installation  
AS 4910—2002**

# Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions and shall be read as part of the *Contract*.

---

*Item*

- 1 *Purchaser*  
(clause 1) University of Tasmania .....  
.....  
ACN..... ABN 30 764 374 782
  
- 2 *Purchaser's address* Private Bag 35 .....  
Hobart, Tasmania, Australia 7001 .....  
Phone +61 3 6226 2686 ..... Fax +61 3 6226 7260.....
  
- 3 *Contractor*  
(clause 1) .....  
.....  
ACN..... ABN .....
  
- 4 *Contractor's address* .....  
.....  
Phone ..... Fax .....
  
- 5 *Superintendent*  
(clause 1) University of Tasmania (the Purchaser) .....  
.....  
ACN..... ABN .....
  
- 6 *Superintendent's*  
*address* As per item 2 .....  
.....
  
- 7 *Delivery place*  
(clause 1 and subclause 34.1) Mt. Pleasant Observatory  
Denholms Road  
Cambridge, Tasmania, Australia.....  
.....

† 8	a) <i>Date for delivery</i> (clause 1 and subclause 34.1)	.....
	OR	
	b) Period of time for <i>delivery</i> (clause 1 and subclause 34.1)	1 June 2008 to 10 October 2008 .....
† 9	(a) <i>Date for practical completion</i> (clause 1 and subclause 34.1))	10 October 2008 .....
	OR	
	(b) Period of time for <i>practical completion</i> (clause 1 and subclause 34.1))	.....
10	Governing law (clause 1(h))	Tasmania, Australia ..... If nothing stated, that of the jurisdiction where the <i>site</i> is located
11	(a) Currency (clause 1(g))	AUD \$ ..... If nothing stated, that of the jurisdiction where the <i>site</i> is located
	(b) Place for payments (clause 1(g))	University of Tasmania, Churchill Avenue, Hobart Tasmania by EFT ..... If nothing stated, the <i>Purchaser's</i> address
	(c) Place of business of bank (clause 1(d))	..... If nothing stated, the place nearest to where the <i>site</i> is located
12	Quantities in <i>schedule of rates</i> , limits of accuracy (subclause 2.3(b))	Upper Limit – Not Applicable ..... Lower Limit – Not Applicable .....
13	<i>Provisional sum</i> , percentage for profit and attendance (clause 3)	Not Applicable..... %
† 14	<i>Contractor's security</i>	
	(a) Form (clause 5)	Bank Guarantees in AUD \$
	(b) Amount or maximum percentage of <i>contract sum</i> (clause 5)	\$ ..... OR Two at 2.5% of the gst exclusive <i>contract sum</i> If nothing stated, 5% of the <i>contract sum</i>

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† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A.

- (c) If retention moneys, percentage of each *progress certificate* (clause 5 and subclause 37.2) Not Applicable..... %, until the limit in *Item 14(b)*  
If nothing stated, 10%, until the limit in *Item 14(b)*
- (d) Time for provision (except for retention moneys) (clause 5) Prior to commencement  
If nothing stated, 28 days
- (e) Additional *security* for unfixed plant and materials (subclauses 5.4 and 37.3) NIL .....  
..... \$ .....
- (f) *Contractor's security* upon *certificate of practical completion* is reduced by (subclause 5.4) 50% of amount held  
If nothing stated, 50% of amount held

- † 15 *Purchaser's security* Not Applicable
  - (a) Form .....  
(clause 5)
  - (b) Amount or maximum percentage of *contract sum* (clause 5) Not Applicable.....  
If nothing stated, nil
  - (c) Time for provision (clause 5) Not Applicable  
If nothing stated, 28 days
  - (d) *Purchaser's security* upon *certificate of practical completion* is reduced by (subclause 5.4) Not Applicable  
If nothing stated, 50% of amount held

16	<i>Purchaser-supplied documents</i> (subclause 8.2)	Document	No. of copies
		1 UTAS Request for Tender Document.....	1 .....
		2 .....	.....
		3 .....	.....
		4 .....	.....
		5 .....	.....
			If nothing stated, 5 copies

- 17 Time for *Superintendent's direction* about documents (subclause 8.3) 14 days  
If nothing stated, 14 days

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† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A.

18 Subcontract *work* requiring approval (subclause 9.2) Not Applicable.....  
 .....  
 .....  
 .....  
 .....

19	Novation (subclause 9.4)	Subcontractor	Particular part of <i>WUC</i>
		Not Applicable.....	.....
		.....	.....
		.....	.....
		<i>Selected subcontractor</i>	Particular part of <i>WUC</i>
		Not Applicable.....	.....
		.....	.....
		.....	.....

20 *Legislative requirements*

(a) Those excepted (subclause 11.1) Not Applicable.....  
 .....  
 .....

(b) Identified *WUC* (subclause 11.2(a)(ii)) Not Applicable.....  
 .....  
 .....

21 Time for insurance of undelivered *Equipment* (subclause 16.1) 14 days after the *date of acceptance of tender*  
 If nothing stated, 14 days

22 *Insurance of the Works* (other than undelivered *Equipment*) (subclause 16.2)

a) Alternative applying Alternative 2.....  
 If nothing stated, Alternative 1 applies

If Alternative 1 applies

b) Provision for demolition and removal of debris Not Applicable.....  
 ..... \$ .....  
 OR  
 ..... % of the *contract sum*

- c) Provision for consultants' fees Not Applicable.....  
..... \$ .....
- OR  
.....% of the *contract sum*
- d) Value of materials or things to be supplied by the *Purchaser* Not Applicable.....  
..... \$ .....
- e) Additional amount or percentage Not Applicable.....  
..... \$ .....
- OR  
.....% of (a) to (d) in subclause 16.2
- 23 Public liability insurance (clause 17)  
(a) Alternative applying Alternative 2.....  
If nothing stated, Alternative 1 applies
- If Alternative 1 applies  
(b) Amount per occurrence shall be not less than Not Applicable.....  
..... \$ .....
- If nothing stated, then not less than the \$10 000 000
- 24 Time for giving possession of *site* (subclause 24.1) Date of Delivery .....  
If nothing stated, the *date for delivery*
- 25 *Tests* (clause 30) *Tests* *Times*
- |  |                    |
|--|--------------------|
| 1. Verification of Output Signals .....            | Upon handover..... |
| 2 Frequency Stability Tests .....                  | Upon handover..... |
| 3 Control and Monitoring Hardware & Software ..... | Upon handover..... |
- 26 *Qualifying causes of delay, causes of delay for which EOTs will not be granted* (paragraph (b)(iii) of clause 1 and subclauses 34.3) The first three days of any industrial action in any calendar month up to and including the date for practical completion  
.....  
.....

- † 27 Liquidated damages (subclause 34.7)
- a) for *delivery*, rate .....  
 \$NIL.....per day
- (b) for *practical completion*, rate Per day, \$500.00 per day
- † 28 Bonus for early *practical completion* (subclause 34.8)
- (a) Rate \$NIL per day
- (b) Limit Not Applicable.....  
 ..... \$ .....  
 OR  
 .....% of *contract sum*  
 If nothing stated, there is no waiver
- † 29 Other *compensable causes* (paragraph (b) of clause 1) NIL .....
- 30 *Defects liability period* (clause 35) 12 months.....  
 If nothing stated, 12 months
- 31 Progress claims (subclause 37.1)
- (a) Times for progress claims Not Applicable..... day of each month for *WUC*  
 done to the..... day of that month
- OR
- (b) Stages of *WUC* for progress claims Staged payments as agreed with contractor .....
- .....  
 .....  
 .....  
 .....  
 .....

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† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A.

32 Unfixed plant and materials for which payment claims may be made (subclause 37.3) Not Applicable.....

33 Interest rate on overdue payments (subclause 37.5) Official Bank Rate in Australia at the date the claim incurred (% per annum) If nothing stated, 18% per annum

34 Time for Purchaser to rectify inadequate possession (subclause 39.7(a)(iii)) 14 ..... days If nothing stated, 14 days

35 Arbitration (subclause 42.3)

(a) Person to nominate an arbitrator The President of the Institute of Arbitrators & Mediators Australia.

If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

(b) Rules for arbitration

If nothing stated: (a) rules 5-18 of the Rules of The Institute of Arbitrators & Mediators Australia for the Conduct of Commercial Arbitrations; OR (b) if one or more of the parties are nationals of and habitually resident in, incorporated in, or where the central management and control is exercised in, different countries as between the parties, then the UNCITRAL Arbitration Rules shall apply and the appointing authority shall be the person provided in Item 35(c)

(c) Appointing Authority under UNCITRAL Arbitration Rules

If no-one stated, the President of the Institute of Arbitrators & Mediators Australia

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## **Deletions, amendments and additions**

The following clauses have been added to those of AS 4910 – 2002

1. Clause 1: Interpretation and Construction of Contract:

“The Works”, add “this includes the provision of full “As Built” documentation of the Frequency and Time Standards, including Operation and Maintenance manuals at the date of practical completion”.