

# SUMMER FESTIVAL OF BRIDGE

## SPECIFICATION FOR DEAL REPLICATION FOR THE 2002 SUMMER FESTIVAL OF BRIDGE

### 1. Overview

During January of each year, the Australian Bridge Federation Incorporated (ABF) conducts the Summer Festival of Bridge (the Festival) in Canberra. The Festival runs for twelve days and requires preparation in advance of at least 27,000 deals. The Festival is interested in receiving tenders from organisations or individuals for the replication of deals and attendant services. It is a condition that persons involved in the replication cannot play in the event for which those deals are destined. Unless the tenderer opts to recycle the decks of cards and card receptacles during the 2002 Summer Festival (see clause 7), all work is to be complete before the first of December, 2001. The size of each section has been reduced compared to previous years to encourage more participation from those who deal for the various bridge clubs around Australia.

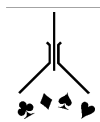
### 2. Definitions

|                 |  |
|-----------------|--|
| Hand            | Thirteen cards in a distribution determined by the ABF's dealing program.  |
| Wallet          | A device (made of cardboard, plastic or other material) for containing four hands that folds up to secure these hands. |
| Board           | A rectangular device (made of metal, plastic or other material) with slots for containing four hands.                  |
| Card Receptacle | Either a wallet or a board.  |
| Deal            | Four hands.  |
| Bundle          | A collection of card receptacles containing deals of the same range of numbers.  |
| Bundle Size     | The number of card receptacles that make up a bundle. It is event dependent.   |
| Replicate       | A set of deals in card receptacles in one or two bundles.  |
| Standard Format | the ".BRI" format, the ".DGE" format or the ".DUP" format.   |

### 3. Events

The events are grouped into seven sections based on the commonality of the deal layouts (all events on the same day with common session times play the same deals). Tenderers can choose whether to submit offers for one or more of these sections.

|             |  |
|-------------|--|
| Section One | National Womens Teams, National Seniors Teams, National 149ers Teams, Bridge Buffs Open Teams, Australian Mens Pairs & Walk-Ins for days 1 - 3 (includes Warm Up Pairs); approximately 7,000 deals |
| Section Two | Australian Mixed Pairs, Flighted Pairs, Australian Open Pairs & Walk-Ins for days 4 - 5, approximately 2,000 deals   |



|               |   |
|---------------|---|
| Section Three | National Swiss Pairs; approximately 2,800 deals   |
| Section Four  | South-West Pacific Teams – Venue One; approximately 7,000 deals   |
| Section Five  | South-West Pacific Teams- Venue Two; approximately 7,000 deals  |
| Section Six   | Australian Mixed Teams; approximately 2,000 deals   |
| Section Seven | National Womens Teams Stage II & Final, National Open Teams; approximately 1,000 deals (note special packaging and security is required for this section) |

The event numbers, number of replicates and set sizes are listed in Appendix One.

## 4. Equipment

- a) The Festival owns some 13,000 bar-coded decks of cards and a similar quantity of non-barcoded decks (these are not flushed). These are in coloured plastic stackable crates, 260 decks per crate, located at the ABF headquarters in Fyshwick. There are also empty crates available from the same location. The Festival has sufficient cardboard wallets to cover the requirements of sections 1, 3, 4, 6 & 7, some of these may need minor repairs. In addition the Festival has approximately 2,300 plastic boards in plastic transport cases that are to be used for section 2. Hence a successful tenderer for any of sections 1,2, 3, 4, 6 & 7 need only supply consumable material such as labels, brown paper, sealing tape and elastic bands. Tenderers may choose to use their own equipment such as card receptacles, cards and transport cases.

Tenderers for section 5 must be able to source card receptacles from their own resources. The Festival can provide sufficient non-barcoded cards but no card receptacles.

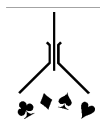
- b) The Festival will supply a master disc of the deal layouts for the events to the successful tenderer. The master disc will be in the standard format chosen by the Contractor. The disc will be available from ABF Headquarters within four weeks of the signing of the agreement.

## 5. Tenderer's Ability

The tenderer must be able to provide references from bridge organisations to which the tenderer has supplied replicated deals in reasonable quantities.

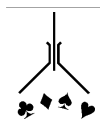
The tenderer must be able to demonstrate that the following can be provided by the *modus operandi* proposed for dealing :-

- Persons either experienced in dealing machine operation or in manual dealing
- Supervision of the dealing by a senior person
- Checking of the dealt card receptacles
- Secure premises



## 6. Requirements

- a) Collect from ABF headquarters the equipment belonging to the ABF, if any, that is to be used by the contractor in replicating the deals, viz decks of cards, crates and card receptacles.
- b) Collect a master disc of the deal layouts for the events to be replicated by the contractor from ABF headquarters (or arrange a delivery by hand from the Summer Festival Convener) and keep this disc in a secure place whenever it is not in use.
- c) Prepare the required number of replicates (see appendix one) for each session of the events in a secure location approved in advance by the Convener. Bridge clubs will not be approved as locations for dealing.
- d) Place two rubber bands (size 63 or 64 or 65) around each replicate. If using wallets, to avoid damage to the wallet the bands must not be placed around the middle of the wallet but around the sections of the wallet containing the cards. For sessions using more than sixteen deals each replicate is to be split into two equal sized bundles with both bundles secured by two rubber bands as described above. Bundle sizes are shown in Appendix One.
- e) In the case of section 7 events (viz NWT Stage II, NWT Final & NOT), wrap each session's boards in brown paper and label, initialling across the seals.
- f) Collate the bundles into crates, colour coded by event. Where there are two bundles per session, only bundles of the same deal numbers are to be put into a crate unless the entire session can fit into a single crate.
- g) Label each crate with the venue, the name of the event, the session number, the deal numbers in each bundle and the number of replicates in the crate.
- h) Transport all dealt card receptacles in their labelled crates to the ABF headquarters, provide labour to unload, stack and secure them in the designated locked areas. There are compounds set aside for each venue. Tenderers shall note in connection with this requirement the following information: The crates are to be stacked in these compounds in event and session order to enable a quick audit of progress. The Festival shall not provide any labour in unloading or stacking the crates. The hours of business of the ABF headquarters are presently 10am to 4pm Monday to Friday. Multiple deliveries are encouraged.
- i) Should the contractor wish to store completed sessions of dealing at a place other than the location approved for dealing or at ABF headquarters, approval of this storage location must be sought in advance. Such approval may be withheld at the convener's absolute discretion.
- j) The convenor regards the planned variation in the colour of the card receptacles as an important feature of tournament control. Accordingly the successful tenderer must comply with the following requirements:
  - I. For the events 6, 7, 8, 9, 11, 12 & 13 the card receptacles for successive sessions shall be of differing colours. A minimum of two colours of card receptacles is required.
  - II. For the events 2, 3, 4, 5, 14, 15 & 16 the card receptacles for each session shall be of two colours, an equal number of replicates of each colour, and for successive sessions the card receptacles shall be of differing colours. A minimum of four colours of card receptacles is required.
  - III. For the events 17, 18, 19, 20, 21 & 22 the card receptacles for each session shall be of as many colours as there are matches in play, a single replicate of each colour and for successive sessions the card receptacles shall be of the same colours. A maximum of eight colours of card receptacles is required.



IV. For the events 1 & 10 the card receptacles for the session should be the same colour.

- k) Make clear to any person who deals a session of a section that they will be ineligible to play in any event in that section.
- l) Provide a monthly statement of dealing progress that identifies the number of card receptacles and sessions dealt during the month and the name(s) of the person who dealt each session. The first such statement is to be despatched to ABF headquarters on 1<sup>st</sup> May, 2001.

## **7. Recycling**

Bids which include proposals to recycle completed sessions during the 2002 Summer Festival will be considered if they demonstrate an ability to provide sufficient equipment including spare dealing machines and cards. At any one time there must be stored, at each venue in operation, pre-dealt sessions packaged in the approved manner to cover a minimum of three days play. No space is available at any venue to accommodate the equipment of such a contractor. In the event that such a bid is accepted, the date for completion is the third last day of the last event to which the tender applies. If the tender provides for recycling materials during the Summer Festival, it is required that Section One be completed by 1<sup>st</sup> January, 2002.

If a bid includes a plan to recycle clauses 6l), 11a ii) & 11d) of this document would not apply.

## **8. Contractors Equipment**

The Summer Festival organisation will take every effort to preserve the contractor's equipment in good working order but they will not accept any responsibility for the contractor's equipment. The contractor's equipment, if any, shall be available for collection from ABF headquarters no earlier than 29th January, 2002.

## **9. Timetable**

|                          |                              |
|--------------------------|------------------------------|
| Release of Specification | Monday, 12th February, 2001  |
| Closing of Tenders       | 4pm, Friday, 9th March, 2001 |
| Award of Contracts       | Monday, 2nd April, 2001      |
| Completion of Work       | Friday, 30th November, 2001  |

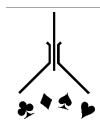
## **10. Lodgement of Tenders**

Tenders shall be lodged in person at ABF headquarters or by registered mail prior to the closing date of tenders stated elsewhere in this specification. The postal address for the submission of tenders is

Dealing Contract - Summer Festival  
Australian Bridge Federation Incorporated  
PO Box 397  
FYSHWICK ACT 2609.

Should tenders be sent by mail there should be a sealed inner envelope marked "Tender for Deal Replication".

The tenderer should specify the price per deal to be charged for the collection, replication and delivery of deals for those sections to which the tender applies. The price should be



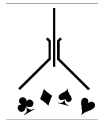
inclusive of GST. Tenderers are advised that a price greater than \$0.55 (GST inclusive) will not be considered.

In their submissions tenderers should indicate their proposed *modus operandi*, experience, the location at which dealing would take place and the names of their staff.

## 11. Pre-Estimated Liquidated Damages

It will be a condition of the contract that the following clauses shall apply to define pre-estimated liquidated damages. Any damages to be assessed under this clause of the contract may be deducted from any payments due under this contract to the full extent of the contract price but shall not exceed that price. The tender should indicate that the tenderer accepts these clauses.

- a) The contracting parties agree that it is a condition of the contract that imperfect replication as defined in this clause must not occur in more than 0.25% of deals supplied. In view of the disruption to the event and the damage to the reputation of the Summer Festival that will occur should imperfect replication exceed this figure, pre-estimated liquidated damages of \$10.00 per defective deal will apply.
  - i) An imperfect replication will be deemed to have occurred when any card receptacle reaches the tables to be played with markings or deals that do not correspond to the deal record for the deal of that number in the session for which the card receptacle is presented. The decision of one of the two Senior Tournament Directors or a nominated card receptacle checker to the effect that this has occurred will be final. If it should happen that successive deals are placed into the wrong card receptacle each misplaced deal will be counted as an imperfect replication.
  - ii) In an attempt to prevent imperfect replications occurring the Festival shall provide a checking service at ABF HQ during December. The first card receptacle in each bundle supplied by the Contractor before the 1st December 2001 shall be checked against the master deal record. If any errors are found, the error is to be corrected at the expense of the Contractor.
- b) Should the tenderer not deliver the contracted quantity of card receptacles by the date specified for the completion of work elsewhere in this specification then alternative dealing subcontractors shall be arranged by the Summer Festival organisation to complete the unfinished portion of the work. Any costs incurred by the Summer Festival in so arranging an alternate supplier plus a 25% surcharge shall be borne by the tenderer.
- c) Should the tenderer be granted an extension of time to deliver the outstanding quantity of boards then, in view of the cost and disruption to the ABF of the late provision of the card receptacles and the need to make standby alternative arrangements for dealing, pre-estimated liquidated damages of \$500 will be applied.
- d) Should the contractor fail to submit a monthly statement of dealing progress and dealer's names by the 7th of any month as required under subclause k) of clause 6 of these specifications then pre-estimated liquidated damages of \$50 will be applied.



## **12. Opening of Tenders**

Tenders shall be opened by members of the Management Committee of the ABF after the closing date. Contractors may request to be present at this opening and shall be advised of the time and location.

## **13. Acceptance of Tenders**

The Festival shall not be bound to accept any of the tenders. Nor shall the lowest tender necessarily be accepted. Following the decision of the ABF Management Committee (see minutes of its meeting of 23<sup>rd</sup> May, 1999, item 8b) that the maximum price for a deal shall be \$0.50 plus GST, the Festival reserves the right to employ persons on hourly wages at ABF headquarters to perform this work.

The evaluation of the tender shall take into account the experience of the tenderer, the quality of previous work, the likelihood of the tenderer being able to complete the work within the allotted time, the security afforded by the tenderer's *modus operandi*, the style of equipment being offered, and the space limitations both at ABF headquarters and at each venue.

Successful tenderers shall be required to enter into a formal contract with the ABF, a sample of which is shown in Appendix Two. The contract for a tenderer who chooses to recycle would be somewhat different but have a similar thrust.

## **14. Insurance**

The Festival will keep its equipment insured whilst in the possession of the contractor. The contractor shall be responsible for insuring his own equipment whilst it is in the possession of the Festival. For this purpose, this period of such possession shall be considered to be at least two months.

## **15. Payment**

Payment shall be made within thirty one days of the receipt of a contractor's invoice. The contractor shall be entitled to invoice in each of the months, May to December, 2001, for any completed session that is stacked within the locked compounds at ABF headquarters at the end of the previous month.

## **16. Additional Information**

Enquiries for additional information should be made to the ABF Headquarters who can be contacted by telephone on 02 6239 2265 or by fax on 02 6239 1816. Technical queries will be forwarded to the appropriate person who will respond as quickly as possible.



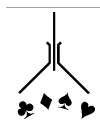
## Appendix One

### Number of Boards Required

| Event No | Event                | Replicates | Set Size | Bundle Size | Sessions | Number of Boards | Colour of Boards (Min) | Colour of Crate |
|----------|----------------------|------------|----------|-------------|----------|------------------|------------------------|-----------------|
|          | <u>Section One</u>   |            |          |             |          |                  |                        |                 |
| 1        | Warm Up Pairs        | 3          | 32       | 16          | 1        | 96               | 1                      | Yellow          |
| 2        | NWT                  | 14         | 20       | 10          | 9        | 2520             | 4                      | Yellow          |
| 3        | Bridge Buffs         | 3          | 20       | 10          | 6        | 360              | 4                      | Yellow          |
| 4        | Seniors              | 14         | 20       | 10          | 9        | 2520             | 4                      | Yellow          |
| 5        | 0-149ers             | 8          | 20       | 10          | 8        | 1280             | 4                      | Yellow          |
| 6        | Walkins (see note 6) | 1 (2)      | 32       | 16          | 9        | 320              | 2                      |                 |
| 7        | Mens                 | 3          | 32       | 16          | 3        | <u>288</u>       | 3                      | Green           |
|          |                      |            |          |             |          | 7384             |                        |                 |
|          | <u>Section Two</u>   |            |          |             |          |                  |                        |                 |
| 8        | AOP Qual             | 5          | 32       | 16          | 2        | 320              | 2                      | Special         |
| 9        | Mixed Pairs          | 5          | 32       | 16          | 2        | 320              | 2                      | Special         |
| 10       | Flighted Pairs       | 5          | 32       | 16          | 1        | 320              | 1                      | Special         |
| 11       | AOP Final            | 10         | 32       | 16          | 2        | 640              | 2                      | Special         |
| 12       | Walkins              | 2          | 32       | 16          | 3        | <u>192</u>       | 2                      |                 |
|          |                      |            |          |             |          | 1792             |                        |                 |
|          | <u>Section Three</u> |            |          |             |          |                  |                        |                 |
| 13       | Swiss Pairs          | 44         | 32       | 8           | 8        | 2816             | 2                      | Blue            |
|          | <u>Section Four</u>  |            |          |             |          |                  |                        |                 |
| 14       | SWPT- Venue 1        | 25         | 20       | 10          | 14       | 7000             | 4                      | Red             |
|          | <u>Section Five</u>  |            |          |             |          |                  |                        |                 |
| 15       | SWPT- Venue 2        | 25         | 20       | 10          | 14       | 7000             | 4                      | Special         |
|          | <u>Section Six</u>   |            |          |             |          |                  |                        |                 |
| 16       | Mixed Teams          | 16         | 12       | 12          | 10       | 1920             | 4                      | White           |
|          | <u>Section Seven</u> |            |          |             |          |                  |                        |                 |
| 17       | NWT SF               | 4          | 14       | 14          | 5        | 280              | 5                      | Red             |
| 18       | NWT F                | 1          | 16       | 16          | 4        | 64               | 1                      | Red             |
| 19       | NOT R of 16          | 8          | 10       | 10          | 4        | 320              | 8                      | Red             |
| 20       | NOT QF               | 4          | 12       | 12          | 4        | 192              | 4                      | Red             |
| 21       | NOT SF               | 2          | 16       | 16          | 4        | 128              | 2                      | Red             |
| 22       | NOT F                | 1          | 16       | 16          | 4        | <u>64</u>        | 1                      | Red             |
|          |                      |            |          |             |          | 1048             |                        |                 |

#### Notes:

- 1) for event 13 the card receptacle numbers shall be 1-8 for session 1, 9-16 for session 2, 17-24 for session 3 and 25-32 for session 4. This sequence shall be repeated for sessions 5-8.
- 2) for events 16 & 20 the card receptacle numbers for even numbered sessions shall be 13-24
- 3) for event 17 the card receptacle numbers for even numbered sessions shall be 15-28.
- 4) for events 18, 21 & 22 the card receptacle numbers for even numbered sessions shall be 17-32.
- 5) for event 19 the card receptacle numbers for even numbered sessions shall be 11-20.
- 6) for events 4 & 6 the card receptacles for the same session are stored together. The ninth session of event 6 has two replicates.
- 7) for events 8, 11 & 12 the card receptacles for the same session are stored together



## Appendix Two

### CONTRACT FOR DEAL REPLICATION FOR THE 2002 SUMMER FESTIVAL OF BRIDGE

This agreement is made the ..... day of April, 2001 between  
Australian Bridge Federation Incorporated ARBN 053 651 666 ("the ABF") of the one part

AND

("the Contractor")

of the other part

#### RECITALS

- A. The ABF conducts the Summer Festival of Bridge ("the Summer Festival") each January in Canberra, ACT.
- B. The ABF has appointed Pyroconsult Pty Limited ("the Convener") as the Convener of the Summer Festival.
- C. The Summer Festival consists of several events run over a period of twelve days.
- D. The ABF has agreed to engage the Contractor to replicate deals to be used in section .... of the 2002 Summer Festival upon the following terms and conditions.
- E. The contractor has agreed to replicate the deals and to provide them to the ABF for use in section .... of the 2002 Summer Festival upon the following terms and conditions.

#### AGREEMENT

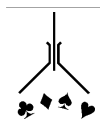
##### **1. Replicates**

The Contractor agrees to provide at the direction of the ABF the number of replicates of deals shown in the table in this clause. These replicates shall be created from deal layouts generated and made available in secure form by the ABF.

For events 4 & 6 the card receptacles for the same session are stored together. The ninth session of event 6 has two replicates.

For events 8, 11 & 12 the card receptacles for the same session are stored together



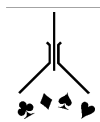


| Event No | Event                | Replicates | Set Size | Bundle Size | Sessions | Number of Boards | Colour of Boards (Min) | Colour of Crate |
|----------|----------------------|------------|----------|-------------|----------|------------------|------------------------|-----------------|
|          | <u>Section One</u>   |            |          |             |          |                  |                        |                 |
| 1        | Warm Up Pairs        | 3          | 32       | 16          | 1        | 96               | 1                      | Yellow          |
| 2        | NWT                  | 14         | 20       | 10          | 9        | 2520             | 4                      | Yellow          |
| 3        | Bridge Buffs         | 3          | 20       | 10          | 6        | 360              | 4                      | Yellow          |
| 4        | Seniors              | 14         | 20       | 10          | 9        | 2520             | 4                      | Yellow          |
| 5        | 0-149ers             | 8          | 20       | 10          | 8        | 1280             | 4                      | Yellow          |
| 6        | Walkins 1-8          | 1          | 32       | 16          | 8        | 256              | 2                      | Note            |
|          | Walkin 9             | 2          | 32       | 16          | 1        | 64               | 1                      | Note            |
| 7        | Mens                 | 3          | 32       | 16          | 3        | <u>288</u>       | 2                      | Green           |
|          |                      |            |          |             |          | 7384             |                        |                 |
|          | <u>Section Two</u>   |            |          |             |          |                  |                        |                 |
| 8        | AOP Qual             | 5          | 32       | 16          | 2        | 320              | 2                      | Special         |
| 9        | Mixed Pairs          | 5          | 32       | 16          | 2        | 320              | 2                      | Special         |
| 10       | Flighted Pairs       | 5          | 32       | 16          | 1        | 320              | 1                      | Special         |
| 11       | AOP Final            | 10         | 32       | 16          | 2        | 640              | 2                      | Special         |
| 12       | Walkins              | 2          | 32       | 16          | 3        | <u>192</u>       | 2                      | Special         |
|          |                      |            |          |             |          | 1792             |                        |                 |
|          | <u>Section Three</u> |            |          |             |          |                  |                        |                 |
| 13       | Swiss Pairs          | 44         | 32       | 8           | 8        | 2816             | 2                      | Blue            |
|          | <u>Section Four</u>  |            |          |             |          |                  |                        |                 |
| 14       | SWPT – Venue 1       | 25         | 20       | 10          | 14       | 7000             | 4                      | Red             |
|          | <u>Section Five</u>  |            |          |             |          |                  |                        |                 |
| 15       | SWPT – Venue 2       | 25         | 20       | 10          | 14       | 7000             | 4                      | Special         |
|          | <u>Section Six</u>   |            |          |             |          |                  |                        |                 |
| 16       | Mixed Teams          | 16         | 12       | 12          | 10       | 1920             | 4                      | White           |
|          | <u>Section Seven</u> |            |          |             |          |                  |                        |                 |
| 17       | NWT SF               | 4          | 14       | 14          | 5        | 280              | 5                      | Red             |
| 18       | NWT F                | 1          | 16       | 16          | 4        | 64               | 1                      | Red             |
| 19       | NOT R of 16          | 8          | 10       | 10          | 4        | 320              | 8                      | Red             |
| 20       | NOT QF               | 4          | 12       | 12          | 4        | 192              | 4                      | Red             |
| 21       | NOT SF               | 2          | 16       | 16          | 4        | 128              | 2                      | Red             |
| 22       | NOT F                | 1          | 16       | 16          | 4        | <u>64</u>        | 1                      | Red             |
|          |                      |            |          |             |          | 1048             |                        |                 |

## 2. Requirements

The Contractor must:

- Collect a master disc of the deal layouts for the events to be replicated by the Contractor from ABF Headquarters, 4/51 Tennant St, Fyshwick ACT, (or arrange a delivery by hand from the Convener) and keep this disc in a secure place whenever it is not in use.
- Collect from ABF Headquarters the equipment that is to be used by the Contractor in replicating the deals, viz decks of cards, crates and card receptacles.
- Prepare the required number of replicates for each session of the events in a secure location approved in advance by the Convener.
- Thoroughly check the dealt card receptacles.

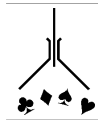


- e) Place two rubber bands (size 63 or 64 or 65) around each half of the replicate where the set size is greater than 16. In the cases of quarter-finals, semi-finals, and finals wrap each session's boards in brown paper and label, initialling across the seals.
- f) Collate the bundles into cases, colour coded by event. When there are two bundles per session, only bundles containing the same deal numbers are to be put into a case.
- g) Label each case with the venue, the name of the event, the session number, the deal numbers in each bundle and the number of replicates in the case and maintain them in secure premises prior to delivery
- h) Transport all dealt card receptacles in their labelled cases to the ABF Headquarters, provide labour to unload and stack them and secure them in the designated locked areas. The cases are to be stacked in these compounds in event and session order to enable a quick audit of progress. It is understood that the ABF shall not provide any labour in unloading or stacking the cases and that the hours of business of the ABF Headquarters are presently 10am to 4pm Monday to Friday. Multiple deliveries are encouraged.
- i) Obtain advance approval of any storage location other than the location approved for dealing, approval of this storage location must be sought in advance and may be withheld at the convener's absolute discretion.
- j) Supply in colour coded sets of card receptacles to comply with the following requirements:
  - I. For the events 6, 7, 8, 9, 11, 12 & 13 the card receptacles for successive sessions shall be of differing colours. A minimum of two colours of card receptacles is required.
  - II. For the events 2, 3, 4, 5, 14, 15 & 16 the card receptacles for each session shall be of two colours, an equal number of replicates of each colour, and for successive sessions the card receptacles shall be of differing colours. A minimum of four colours of card receptacles is required.
  - III. For the events 17, 18, 19, 20, 21 & 22 the card receptacles for each session shall be of as many colours as there are matches in play, a single replicate of each colour and for successive sessions the card receptacles shall be of the same colours. A maximum of eight colours of card receptacles is required.
  - IV. For the events 1, and 10 the card receptacles for the session should be the same colour.
- k) Make clear to any person who deals a session of a section that they will be ineligible to play in any event in that section.
- l) Provide a monthly statement of dealing progress that identifies the number of boards and sessions dealt during the month and the name(s) of the person who dealt each session. The first such statement is to be despatched to ABF Headquarters on 1<sup>st</sup> May, 2001.

### **3. Date of Completion**

All work under this agreement shall be complete by the 30th November, 2001. The work will not be considered complete until all the required card receptacles are stacked in their crates within the locked compounds at ABF Headquarters.

### **4. Contract Price**



The ABF shall pay \$..... per card receptacle delivered to and secured within the compounds at ABF Headquarters.

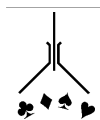
## **5. Pre-Estimated Liquidated Damages**

The parties to the contract agree that the following clauses will apply to determine pre-estimated liquidated damages if the events described occur. Any damages incurred under this clause may be deducted from any payments under the contract to the full extent of the contract price but shall not exceed that price

- (a) The contracting parties agree that it is a condition of the contract that imperfect replication as defined in this clause must not occur in more than 0.25% of deals supplied. In view of the disruption to the event that will occur should imperfect replication exceed this figure, pre-estimated liquidated damages of \$10.00 per defective card receptacle will apply.
  - (i) An imperfect replication will be deemed to have occurred when any card receptacle reaches the tables to be played with markings or deals that does not correspond to the deal record for the deal of that number in the session for which the card receptacle is presented. The decision of the one of the two Senior Tournament Directors or a nominated card receptacle checker to the effect that this has occurred will be final. If it should happen that successive deals are placed into the wrong card receptacle each misplaced deal will be counted as an imperfect replication.
  - ii) In an attempt to prevent imperfect replications occurring the Festival shall provide a checking service at ABF HQ during December. The first card receptacle in each bundle supplied by the Contractor before the 1<sup>st</sup> December 2001 shall be checked against the master deal record. If any errors are found, the error is to be corrected at the expense of the Contractor.
- b) Should the Contractor not deliver the contracted quantity of card receptacles by the date specified for the completion of work elsewhere in this contract then alternative dealing contractors shall be arranged by the ABF to complete the unfinished portion of the work. Any costs incurred by the ABF in so arranging an alternate supplier plus a 25% surcharge shall be borne by the Contractor.
- c) Should the Contractor be granted an extension of time to deliver the outstanding quantity of card receptacles then pre-estimated liquidated damages of \$500 will be payable in view of the cost and disruption to the ABF of the late provision of the card receptacles and the need to make standby alternative arrangements for dealing.
- d) Should the Contractor fail to submit a monthly statement of dealing progress and dealer's names by the 7th of any month as required by subclause k of clause 2 of this contract then pre-estimated liquidated damages of \$50 will be payable.

## **6. Payment**

Payment shall be made within thirty one days of the receipt of an invoice from the Contractor. The Contractor shall be entitled to invoice in each of the months, May to December, 2001, for any completed session that is stacked within the locked compounds at ABF Headquarters at the end of the previous month.



## 7. Miscellaneous

### a) Appointment of Agent

The ABF hereby appoints the Convener and each of its Directors as the ABF's agent to give instructions, make decisions, receive notices and exercise all of the ABF's rights under this agreement.

### b) Non-Assignability of Agreement

The Contractor shall not be entitled to assign the benefit of this agreement to any third party.

### c) Law of Agreement

This agreement shall be interpreted in accordance with the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of that State.

Signed on behalf of the  
Contractor by

Signed on behalf of the Australian Bridge  
Federation Incorporated by

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Keith MacDonald, President

Date

Date

.....

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Witness

Witness

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