

# Request for Quotation

## Staff Catering

Submissions Close: COB Tuesday 1<sup>st</sup> October 2024

Detailed below are the specific requirements applicable to this RFQ.

01	For enquiries contact	Name	Olivia McGrath
		Telephone	0488 950 846
		Email	olivia.mcgrath@nt.gov.au

02	Lodgement Details	Name	Olivia McGrath
		Email	<a href="mailto:Olivia.mcgrath@nt.gov.au">Olivia.mcgrath@nt.gov.au</a>
		Due Date:	1 <sup>st</sup> October, 2024

03	Documents to be Lodged as part of Submission
ATTACHMENT 2 – RESPONSE SCHEDULE	
ATTACHMENT 3 – NTMEC STANDARD SERVICE AGREEMENT ACCEPTANCE	
ATTACHMENT 4 – DECLARATION OF CONFLICT OF INTEREST	

04	Contract Period	2 years with 12-month extension option
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# 1. Scope of Services

## 1.1 Introduction/Summary

The Northern Territory Major Events Company (NTMEC) is seeking a Request for Quotation (RFQ) from suitable parties to provide workforce catering and service for BASSINTHEGRASS, Darwin Triple Crown Supercars and MXGP of Australia.

The document outlines the requirements and instructions on how to respond to this RFQ.

This process does not seek to establish any binding commercial or legal terms and conditions between NTMEC and any party and is intended to provide a process to identify the interests of various parties.

## 1.2 Scope

The selected supplier will be required to provide a single point of contact for NTMEC. All products and services must be supplied in accordance with best practice industry standards. NTMEC will have rights of approval to ensure quality control and of inspection and audit for compliance purposes.

NTMEC is seeking a supplier to provide on-site catering for our event staff. The successful supplier will be responsible for the following scope of works:

### 1.2.1 Events

**Event Title:** BASSINTHEGRASS Music Festival

**Event Date:** TBC - May

**Duration:** 12 Hours

**Event Title:** Darwin Triple Crown Supercars

**Event Date:** TBC – June

**Duration:** 3 days

**Venue:** Hidden Valley Motorsports Complex, Darwin

**Event Title:** MXGP of Australia

**Event Date:** TBC – September

**Duration:** 3 days

**Venue:** Hidden Valley Motorsports Complex, Darwin

Dates and venues are subject to change.

### 1.2.2 Scope of Works

Well-presented, substantial and a variety of workforce meals and catering. Supplier must be able to facilitate orders and variations within a short timeframe, including dietary requirements, as required by NTMEC.

You will be catering to event staff, site crew and officials who are working outdoors for long hours, completing physically demanding work. Your menu needs to reflect the dietary intake required to sustain this level of work.

Supplier must be able to cater for dietary requirements for all meal options listed below (e.g. vegetarian, vegan, gluten free, dairy free & pork free).

Food packaging must be easy to carry, environmentally sustainable where possible, and suitable for storage in either a cooler bag, esky or hot box.

Supplier must provide a menu with examples of all meal packs listed below or suggest any alternative variations they feel would be appropriate for the requirements of the scope.

- a. **Workforce Meals – Breakfast (Supercars)**
  - i. **Description:** preparation and delivery of both hot and cold breakfast options.
  - ii. **Requirements:** provide suggestions for an on-the-go breakfast. Breakfasts must be delivered on site by 6AM.
  - iii. **Approx. per head budget: \$6.00 (cold), \$8.00 (hot) (ex. GST)**
- b. **Workforce Meals – Lunch Packs**
  - i. **Description:** preparation and delivery of cold lunch packs.
  - ii. **Requirements:** please provide suggestions and innovative ideas for substantial packed lunches, or a 'build your own' lunch pack counter. Suggested lunch packs/'build your own' inclusions may include wraps, rolls or sandwiches, salads, and snacks (i.e. muesli bar, chocolate, chips) or similar. No fruit. Lunch packs must be delivered on site by 6AM for Supercars and MXGP event days, and by 12PM for BASSINTHEGRASS.
  - iii. **Approx. per head: \$16.00 (ex GST)**
- c. **Workforce Meals – Lunch Service Counter (Supercars)**
  - i. **Description:** preparation and service of a buffet-style lunch counter with a mix of hot food and salad options.
  - ii. **Requirements:** the lunch counter to include hot items such as pies, sausage rolls, quiches etc., and 2-3 cold salad options. All equipment and supplies including bain-marie, condiments, serving utensils, and staffing will need to be provided by supplier. NTMEC will provide a marquee, service tables and furniture for a sit-down dining area.
  - iii. **Approx. per head budget: \$18.00 (ex GST)**
- d. **Workforce Meals – Dinner Packs**
  - i. **Description:** preparation and delivery of hot dinner packs.
  - ii. **Requirements:** please provide suggestions and innovative ideas for substantial pre-packed hot meals (e.g. lasagne, curry, pasta). Supplier must be able to provide a hot box or similar storage option to keep food at a safe temperature for a number of hours.
  - iii. **Approx. per head: \$19.00 (ex GST)**
- e. **Workforce Meals – BBQ (Supercars)**
  - i. **Description:** a BBQ on the final evening of Supercars for about 250 pax.
  - ii. **Requirements:** a basic BBQ offering (i.e. sausages, chicken skewers, bread rolls, salads etc.). All equipment and staffing, including the BBQ, will need to be provided, as well as the cooking and service of food.
  - iii. **Approx. per head budget: \$17.00 (ex GST)**
- f. **Tea & Coffee Stations (Supercars)**
  - i. **Description:** supply conference-style tea & coffee stations for approximately 300 pax.
  - ii. **Requirements:** set-up, monitor and re-stock conference-style tea & coffee stations with urn, coffee sachets, tea bags, milk, sugar etc. Provide environmentally friendly cups and spoons/stirrers where possible.
  - iii. **Approx. per head budget: \$3.50 (ex GST)**

### 1.2.3 Approximate Requirements

Approximate requirements are provided for the basis of quoting. These are based off previous events and changes should be expected. MXGP of Australia requirements are based on current estimates but will be refined as the event is established. Order quantities and dietary

requirements will be provided to the successful supplier 7 days prior to each event. Menu options will be confirmed with supplier 10 days prior to each event.

Day	Requirement	Number of PAX
<b>BASSINTHEGRASS</b>		
Friday	Lunch Pack	30
Friday	Dinner Pack (hot)	15
Saturday	Lunch Pack	130
Saturday	Dinner Pack (hot)	200
<b>Darwin Triple Crown Supercars</b>		
Thursday	Lunch Pack	35
Thursday	Dinner Pack (hot)	15
Friday	Breakfast	260
Friday	Lunch Pack	300
Friday	Lunch Counter	110
Friday	Dinner Pack (hot)	60
Saturday	Breakfast	260
Saturday	Lunch Pack	320
Saturday	Lunch Counter	115
Saturday	Dinner Pack (hot)	45
Sunday	Breakfast	260
Sunday	Lunch Pack	300
Sunday	Lunch Counter	115
Sunday	Dinner Pack (hot)	15
Sunday	BBQ	220
<b>MXGP of Australia</b>		
Thursday	Lunch Pack	35
Friday	Lunch Pack	150
Friday	Dinner Pack (hot)	80
Saturday	Lunch Pack	150
Saturday	Dinner Pack (hot)	80
Sunday	Lunch Pack	150

#### 1.2.4 Additional Works

The successful supplier may be required to be engaged for additional works as part of the scope of NTMEC events. Any catering agreed to outside of the events listed above must be invoiced in line with the agreed event costs.

### 1.3 Timeframe

NTMEC's intended timeline for this RFQ is as follows

RFQ Issue Date	17 <sup>th</sup> September 2024
RFQ Closing Date and Time	1 <sup>st</sup> October 2024
RFQ Evaluation	2 <sup>nd</sup> – 9 <sup>th</sup> October 2024
Appointment and Notification	10 <sup>th</sup> October 2024

#### **1.4 Insurance Requirements**

All applicable Insurance Requirements should be included under section “2. Insurance Requirements” of the Response Schedule.

Supplier must be compliant with and able to provide evidence of the following:

- NTMEC WHS contractor checklist
- Public Liability Insurance (minimum \$20 million) with NTMEC as a named Insured
- Personal Workers compensation insurance

## 2. Submissions

### 2.1 Specificities

- The Submission must comply with the RFQ Terms and Conditions (Attachment 1).
- The Submission must include all elements of Attachment 2 in their proposal. Submissions can use the attachment as a template or submit a custom proposal covering all elements.
- The applicant must agree to sign the NTMEC Standard Service Agreement incorporating all Terms of Engagement when working with the NTMEC (Attachment 3).

The response may provide alternative 'valued add' options but must clearly describe the relative merits and costs associated with each of the proposed options. For example:

- Pricing proposal incorporating partnership or sponsorship for mutual benefit; or
- Intangible factors associated with the submission.

NTMEC reserves the right to amend, add or remove requirements at its discretion in the request for quotation (if any) including, but not limited to: evidence of normal compliance requirements such as insurances, worker compensation and public and professional liability.

Technical or additional information requests must be issued in writing via the above email address. Responses issued from NTMEC affecting scope and project specific detail will be issued to all registered tenders where applicable.

### 2.2 Lodgement

An RFQ lodged after the closing date will not be accepted.

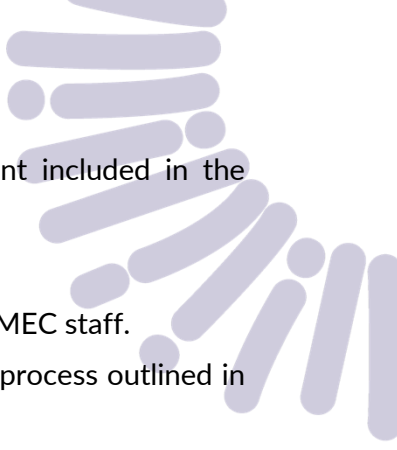
RFQs (including any attachments) must be submitted in electronic form to the nominated contact on page 1 of this document.

## 3. Selection Criteria and Decision

### 3.1 Evaluation Criteria

The evaluation process will be undertaken with the aim of determining which RFQ represents best value for money to the Territory and best meets NTMEC's requirements. RFQ's will be assessed against the following selection criteria:

- **Past performance:** includes consideration of the previous standard of work and product quality, performance history, previous disputes and claims, references, safe and fair workplace records, past performance in delivering local benefits. Please provide examples of previous delivery of a similar scope of works.
- **Local content:** includes consideration of local presence, proposed number of jobs for Territorians or Aboriginal Territorians, enhancement of local business capability, training programs supported by the supplier, regional development opportunities, research and development being undertaken in the Northern Territory.
- **Capacity:** includes consideration of the supplier's ability to carry out the works, perform services or supply products, supply sufficient equipment, knowledge and expertise of staff, number of contracts currently in progress, financial capacity, risk management and quality assurance, capacity to carry out multiple simultaneous events across the Territory.
- **Scope of Works:** includes consideration of quality, suitability and diversity of menu offerings, environmental requirements, specific expertise and experience.
- **Price:** includes consideration of upfront costs, value for money, scale of economy, whole-of-life costs and any other factors that may impact the monetary cost to the NTMEC.




The successful supplier will be required to sign the Terms of Engagement included in the NTMEC's Standard Service Agreement (Attachment 3).

### **3.2 Assessment by Panel**

RFQ Submissions will be assessed by a panel comprising members of the NTMEC staff.

NTMEC reserves the right to shortlist any or no applicants, and to vary the process outlined in this document at its discretion.





## 4. Attachment 1: RFQ Terms and Conditions

RFQ's will not be considered unless the following mandatory requirements are complied with:

### **NTMEC Right to Vary the Process**

NTMEC reserves the right at any stage to amend, vary, discontinue or supplement the process set out in this RFQ package. Prospective Registrants will be contacted in this regard.

### **RFQ Package**

If in any doubt as to the true meaning of any of the information or RFQ documents comprised in the RFQ Package, or if any provision, description or other matter is considered to be contradictory or inconsistent with any other provision, description or other matter, Registrants must immediately notify NTMEC. NTMEC will consider all requests for clarification, and determine whether or not to provide any interpretation of the documentation upon which clarification has been sought. If for any reason NTMEC requires any amendment to this RFQ Package, this will be undertaken by way of Addendum issued to all those who received the RFQ Package, and if advertised online, updated with immediate effect.

### **Enquiries**

All financial or other information contained in this RFQ or any Attachment is for the benefit of Registrants, but no representation or warranty in respect of that material or by any other means made by on behalf of NTMEC (and/or its agents) is binding on NTMEC (and/or its agents) or actionable by the Registrant.

Registrants are required to obtain their own legal, financial or other advice and to make their own enquiries in relation to the information contained in this Information Memorandum and the Attachments. No responsibility is accepted by NTMEC (and/or its agents) as to the accuracy of any such financial or other information or for the omission of any relevant information.

Canvassing of NTMEC staff is not permitted and could result in the Submission being disqualified.

### **Tailor RFQ Submission**

Registrants are encouraged to tailor their Submission according to the RFQ evaluation criteria. To assist with evaluation, the Submission should be based on the same topics and set out in the same order as the topics in this RFQ Package. All costs and expenses incurred by Registrants in any way associated with the Submission of a RFQ will be borne entirely and exclusively by the Registrants.

### **Evaluation Process**

NTMEC will evaluate the RFQs according to the information sought in this RFQ Package and as provided by the Registrant. Registrants may be shortlisted for further consideration. Further information to substantiate a Submission may be requested. This process is not to be construed as an opportunity to amend a Request Submission. A Registrant shall not take a request for information as an indication that their Submission will be successful.

### **Copyright**

The RFQ Package must not be copied for use by other persons. If unauthorised copies of the RFQ Package are made, NTMEC takes no responsibility for failure to provide any Addenda to persons in receipt of unauthorised copies of the RFQ Package.

### **Confidentiality**

NTMEC will endeavour to respect the confidentiality of Submissions and will not disclose them to the public except where the disclosure is permitted or required by law. In deciding whether or not to disclose RFQ Submissions requested under FOI legislation, NTMEC will ensure that the FOI officer receives advice from a legal practitioner. All Registrants will be required to maintain confidentiality with respect to their own competing Submissions, and will not be permitted to advance their own bids via the media.

### **Nature of RFQ**

The RFQ is not:

- An offer of any kind
- An invitation to tender, or
- Intended by NTMEC to create legal relations with any person receiving or responding to it

### **Declare Conflict of Interest**

Registrants must declare any conflict of interest that may detrimentally affect or be perceived to detrimentally affect the Registrant's (or agent's) relationship with NTMEC at the time of submitting the RFQ (refer attachment 4).

### **Ownership of the RFQ Documents**

All RFQ documents become the property of NTMEC upon their Submission. NTMEC may make copies of the RFQ documents for any purpose related to this project, in particular for the evaluation of the RFQ.

# Attachment 2: Response Schedule

## Application Form

I / We, the undersigned, do hereby declare that I / We have examined and acquired an actual knowledge of this Request for Quote for Northern Territory Major Events Company.

Title and Name	
On behalf of (full name of firm / Individual)	
Business / Trading Name	
ABN / BN / ACN	
Name of Proprietor/s	
Postal Address	
Email Address	
Telephone	

I/we agree to sign the NTMEC Standard Service Agreement incorporating all Terms of Engagement when working with the NTMEC:	Yes <input type="checkbox"/>	No <input type="checkbox"/> (Please provide required changes below)

Registrants Signature		Date	
Witness Signature		Date	
Name of Witness			

## Insurance Provisions

	Name of Insurer	Limit of Cover	Expiry Date	Policy No.	Copy Provided
<b>Public Liability Insurance</b> (\$20 million)					
<b>Workers Compensation Insurance</b> – For companies who employ staff					
<b>Personal Accident Insurance</b> - For sole Traders					

## Past Performance

Provide details of your awareness of the nature of events (include evidence of previous similar works, key risks and expectations).

Provide referees for at least two completed contracts of similar nature, scope and size who may be contacted as part of assessment.

Referee One:

Referee Two:

## Local Content

Street address of business premises.

Name of all local sub-contractors to be employed

## Capacity

Provide an overview of the organisation and experience of personnel that will be involved in providing the Services. Include where applicable any specialised skills (employee or subcontractor) qualifications and knowledge of personnel.

Provide details where any part of the Service is to be sub-contracted. Include:

- Name of proposed sub-contractor/supplier (Legal entity name)
- Location
- Value of work \$
- Services to be sub-contracted

Provide details of current contractual commitments. Include:

- Principal Location and Description,
- Contract Award Date,
- Total Value \$
- % Not Completed
- Due Date for Completion

Provide details of the business' remaining capacity.

Provide risk management systems or contingency plans that could be implemented if required to ensure the Services will be achieved.

## Scope

Provide a detailed Project Plan describing how the Respondent will undertake the Scope of Works.

## Price

Please outline a proposed quote of your estimated costs.

Item	Menu Option (lunch / dinner pack, breakfast etc.)	Cost per unit
1		\$
2		\$
3		\$
4		\$
5	<i>Insert additional options if applicable</i>	\$

# Attachment 3: NTMEC Standard Service Agreement

## 1. DEFINITIONS AND INCONSISTENCY

1.1 Terms used but not defined have the meaning given to them in the Statement of Work (SOW).

1.2 In this Agreement:

**Applicable Standards** means the latest versions of any standards or codes which relate to the Services (and/or Goods) or components of the Services (and/or Goods) or, where such a standard does not exist, any applicable international standard.

**Confidential Information** of a party means the following information in any form:

- (a) all information, including trade secrets, confidential know-how, market research and strategies and financial information;
- (b) disclosed to, or of which the other party becomes aware, whether before or after the day this Agreement is executed.

**Deliverables** means the works or deliverables created or generated by Contractor (whether on its own or with NTMEC) in the course of supplying Goods or Services under this Agreement, including as specified in the SOW.

**Event** means any event specified in Item 4 of the SOWs.

**Force Majeure** means the occurrence of any event:

- (a) beyond the reasonable control of the party whose obligations under this Agreement are affected by the occurrence of the event;
- (b) that will, or is likely to, prevent or cause the affected party to be delayed in performing any of its obligations under this Agreement;
- (c) that could not have been prevented, overcome or remedied by the affected party exercising a standard of care and diligence consistent with that of a competent party in the affected party's position or by taking reasonable steps (other than incurring any additional direct or indirect costs) to prevent, mitigate, minimise or remedy the effects of the event,

and may include any one or more of the following events:

- (a) a landslide, typhoon, cyclone, hurricane, earthquake, flood or other natural disaster (including acts of God);
- (b) an act of enemy, war, blockade or insurrection, riot and civil disturbance;
- (c) a fire or explosion including radioactive and toxic explosions;
- (d) a strike, ban, lockout, or other industrial disturbance or local labour dispute (not caused directly or indirectly by the party claiming relief from performance of obligations under this Agreement);
- (e) the unavailability of any equipment, parts or Goods required to perform Services, including the breakdown of any equipment used by Contractor in providing the Services;
- (f) radioactive or other toxic or dangerous chemical contamination;
- (g) an epidemic or required quarantine; or
- (h) an act of terrorism (meaning a disruptive act of violence or force committed by an person or group of persons acting alone on behalf of any political, religious, ideological or ethnic purpose or reason, including the purpose or reason of putting the public or any section of the public at risk or in fear of acts of violence or force).

**Goods** means any goods, equipment or products supplied or Deliverables created (or both) under this Agreement (including as specified in the SOW), or brought into a Venue by or on behalf of Contractor.

**Legislative Requirements** includes all Acts, ordinances, by-laws, regulations and subordinate legislation in Northern Territory (and any other jurisdiction in which activities under this agreement are performed), and any certificates, licences, consents, standards, permits, plans, approvals or requirements of authorities or organisations having jurisdiction.

**Intellectual Property Rights** means all intellectual property rights conferred under statute, common law or equity in any country, including:

- (a) patents, copyright, moral rights, rights in circuit layouts, registered designs, trademarks and the right to have confidential information kept confidential; and

(b) any application or right to apply for registration of any of those rights.

**Personnel** means any director or other officer, employee, contractor, agent or volunteer of Contractor who supplies Goods or Services or requires access to a Venue.

**Regulations** mean the regulations, guidelines, policies or procedures as developed by NTMEC from time to time, including those relating to the staging of events, access to Venues, Branding Guidelines and Ambush Marketing Policy (copies of which are available on request).

**Services** means the services Contractor (including Personnel) is to supply under this Agreement, as specified in SOW, including the supply of Goods, Deliverables and Personnel.

**Unregistered Vehicles** means and includes any buggies, forklifts and similar unregistered plant, vehicles and motorized equipment.

**Venue** means any venue where Contractor supplies Services or Goods or that stages an Event, including as specified in Item 4 of the SOW.

- 1.3 If there is any inconsistency between any of these Terms and a term of the SOW, then the SOW terms prevail to the extent of that inconsistency.

## 2. OBLIGATIONS

### 2.1 Contractor must:

- (a) supply the Goods or Services to NTMEC in accordance with this Agreement, the Regulations and any reasonable NTMEC directions;
- (b) supply NTMEC with a valid tax invoice for amounts due under this Agreement as specified in Item 6 of the SOW;
- (c) comply with all applicable standards, awards, laws and regulations (including workplace health and safety); and
- (d) liaise and co-operate with NTMEC contractors, agents and employees where required by NTMEC.

### 2.2 NTMEC must:

- (a) Subject to clause 2.3, pay Contractor the Fees in accordance with the Payment Schedule; and
- (b) provide Contractor with any information or documentation, that it reasonably requires to supply the Services.

- 2.3 If (i) an Event is cancelled for any reason beyond the control of the parties (including without limitation because of a Force Majeure Event) and (ii) Fees have been paid by NTMEC to Contractor in advance in accordance with the Payment Schedule; and (iii) Contractor has not yet provided, or has only partially provided, the Goods, Services and/or Deliverables (as the case may be) due under this agreement, then NTMEC may elect at its discretion and by notice in writing either:

- (a) request repayment of the Fees in part or in full and the Contractor must pay the amount requested within seven days; and/or
- (b) elect to use the Fees that have been paid to the Contractor for the cancelled Event as an offset (either fully or in part) against the Fees due for a subsequent Event provided always that nothing in this clause 2.3 gives NTMEC a right to request repayment of Fees or offset Fees against amounts that are due under the Agreement where Contractor has incurred costs (and can provide evidence of such incurred costs) in the partial delivery of the Services for the cancelled Event.

- 2.4 Where NTMEC requests repayment by notice in writing pursuant to clause 2.3(a), the Fees shall be deemed to be a debt due and payable to NTMEC as and from the date on which payment is required

- 2.5 For the avoidance of doubt, and without affecting its rights under this agreement, where NTMEC elects to offset Fees paid under clause 2.3(b), NTMEC is entitled to reduce the total Fees payable for the subsequent Event by the amount of the Fees that have already been paid for the cancelled Event and Contractor forever releases and agrees not to make any claim against NTMEC in respect of the Fees that have been offset.

- 2.6 Nothing in this clause 2.3 affects, or is intended to affect, the operation of clause 9.5.

- 2.7 Each party agrees to comply with any Special Conditions as specified in Item 8 of the SOW.

## 3. QUALITY

### 3.1 The Contractor must ensure that:

- (a) the Services are performed by appropriately qualified and trained personnel;
- (b) the Services are performed with due care and skill;

- (c) the Services are fit for the purposes for which those Services are commonly procured and for any other purposes described in this agreement; and
- (d) any items the Contractor uses or supplies in conjunction with the Services are of merchantable quality, comply with any relevant Legislative Requirements and Applicable Standards.

3.2 The Contractor must ensure that:

- (a) the Goods comply with any relevant Legislative Requirements and Applicable Standards;
- (b) the Goods are of merchantable quality;
- (c) the Goods are fit for the purpose for which goods of the same kind are commonly supplied and for any other purpose described in this agreement; and
- (d) NTMEC has the benefit of any manufacturer's warranties (if any) that may be applicable to those Goods. Any warranties provided (whether by the Contractor or the relevant manufacturer) for any Goods supplied or items used in the provision of the Services will only cover the cost of replacing the warranted Goods or items and will not include any labour costs incurred in having to replace (or have replaced) any warranted items.

**4. ACCESS TO VENUES**

4.1 Contractor is entitled to access a Venue during access periods as notified by NTMEC. In so doing, Contractor must:

- (a) ensure Goods are safe and secure and free from defects in materials, design, workmanship and installation;
- (b) ensure Personnel are properly qualified under any applicable law (or relevant professional body) and have obtained the relevant permission from applicable authorities to supply Services;
- (c) supply all Services with due care and skill;
- (d) comply with all directions of NTMEC as to access, vehicle movements and load limits and workplace health and safety;
- (e) promptly notify NTMEC in writing after becoming aware of any material damage to a Venue or serious injury to anyone at a Venue; and
- (f) repair, or at NTMEC's election pay the cost of repair, of any damage caused to a Venue as a result of Contractor's access or supply of Services or Goods.

**5. IP & CONFIDENTIALITY**

5.1 Contractor:

- (a) presently assigns to NTMEC in perpetuity all existing and future Intellectual Property Rights in Deliverables; and
- (b) must not use any NTMEC or event name, logo or mark without NTMEC's prior written consent.

5.2 Each party may:

- (a) use Confidential Information of the other party solely for the purposes of this Agreement; and
- (b) disclose Confidential Information of the other party only to employees who have a need to know and have been specifically approved by the other party; as required by law or stock exchange regulation; and to professional advisors, including lawyers and accountants.

5.3 A party is not obliged to comply with this clause if the Confidential Information becomes public knowledge during this Agreement; or the other party became aware of that Confidential Information from a third person, in circumstances where there was no breach of any obligation of confidence.

**6. TITLE AND RISK**

6.1 Title to any parts or quantity of Goods supplied by the Contractor to NTMEC passes from the Contractor to NTMEC upon delivery of the Goods to the location specified by NTMEC to the Contractor or person delivering the Goods.

**7. LIABILITY AND INDEMNITY**

7.1 Contractor indemnifies NTMEC against all losses, damages, expenses and costs (on a full indemnity basis) that NTMEC may sustain or incur as a result, of:

- (a) a breach of this Agreement;
- (b) the negligence of Contractor or any employee or subcontractor of Contractor; or

(c) the supply of Goods or Services or access to a Venue,  
except to the extent that that loss was caused by the negligence of NTMEC.

- 7.2 NTMEC's liability to Contractor under and in relation to this Agreement, whether in contract or tort (including negligence), arising during any year is limited in aggregate to the Fees paid.
- 7.3 Contractor must not bring any claim or proceeding against NTMEC for any damage, loss, expense or liability Contractor may suffer in relation to the Services or this Agreement except where that damage, loss, expense or liability arises directly from a willful or negligent act or omission of NTMEC. In such circumstances Contractor may only recover from NTMEC to the extent that NTMEC's willful or negligent act or omission directly caused the damage, loss, expense or liability.
- 7.4 Each party excludes all liability to the other party arising out of or in any way related to this Agreement for consequential or indirect losses and damages even if the first party knew they were possible or they were otherwise foreseeable, including lost profits and loss of revenue, income or production.

## **8. INSURANCE**

- 8.1 Contractor must take out, maintain and (on request) provide evidence satisfactory of the following insurance:
- (a) Public and Products Liability Policy of insurance with an insurer acceptable to NTMEC covering all the activities of the Contractor, NTMEC and the participants or patrons of the Event and any photographers or camera operators engaged or permitted by the Contractor to take any photograph or film, video, sound, television or other digital or electronic recording or transmission at the Venue. The policy shall provide cover for no less than \$20,000,000 any one occurrence (or such higher amount as NTMEC requires acting reasonably), in the aggregate for products liability and unlimited in the aggregate for public liability;
  - (b) all workers' compensation insurance required by law or in the case of a sole trader/independent contractor, insurance covering personal accident, injury and illness;
  - (c) motor vehicle third party insurance covering legal liability against property damage caused by motor vehicles used in connection with preparations for or conducting the Event for an amount of not less than \$20,000,000 for any one occurrence and unlimited in aggregate;
  - (d) compulsory third party insurance as required under any statute relating to motor vehicles used in connection with preparations for or conducting the Event; and
  - (e) where the Contractor uses Unregistered Vehicles during the Event anywhere in the Venue and in the delivery of the Services (including, for the avoidance of doubt, where the Unregistered Vehicles are conditionally registered), comprehensive insurance to cover the use by Contractor and its Personnel of the Unregistered Vehicles.
- 8.2 The period of insurance must cover the duration of the Event and any practices, rehearsals or set up and the vacation of the Venue after the Event.
- 8.3 Prior to the Contractor being provided entry to or use of the Venue the Contractor shall provide to NTMEC a certificate of currency issued by the Insurer (not a broker) which must include a business description which includes all the activities described in clause 8.1(a) above.
- 8.4 If the Contractor's policy does not provide cover for the activities of contractors and sub-contractors for all of the Event activities, the Contractor must supply separate evidence of insurance for each contractor, sub-contractor and/or activity which complies with the requirements of this clause 8.
- 8.5 Nothing in this clause 8 requires NTMEC to apply or pay for insurance on the Contractor's behalf.
- 8.6 The effecting of insurance cover by the Contractor does not limit the Contractor's obligations and liabilities under this agreement.
- 8.7 The Contractor must at all times maintain sufficient insurance with an insurer authorised to carry on a general insurance business under the Insurance Act 1973 (Cth) to indemnify the Contractor against any loss or damage it may suffer or to which it may be exposed whether by reason of the conduct of an Event or its obligations under this agreement. The Contractor must produce evidence satisfactory of the currency and terms of this insurance on request by NTMEC.

## **9. TERM AND TERMINATION**

- 9.1 This Agreement continues for the Term, unless it is terminated in accordance with this clause 9 or renewed in writing by the parties.
- 9.2 If an Event is cancelled during the Term, this Agreement will continue to apply to the other Events (unless the parties otherwise agree in writing).



- 9.3 If Contractor is in breach of this Agreement, NTMEC may, without prejudice to any right under this Agreement:
- (a) suspend payment of Fees until that breach has been fully rectified to NTMEC's satisfaction; and/or
  - (b) do all things necessary or desirable in NTMEC's opinion to make good that breach to the satisfaction of NTMEC at Contractor's cost.
- 9.4 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if that other party breaches any:
- (a) important term of this Agreement not capable of remedy; or
  - (b) term of this Agreement capable of remedy and fails to remedy the breach within 30 days after receiving written notice requiring it to do so.
- 9.5 NTMEC may terminate this Agreement with immediate effect for an event of Force Majeure or if the Northern Territory Government directs the termination of this Agreement. If NTMEC terminates this Agreement pursuant to this clause 9.5, then the parties will meet promptly thereafter with a view to determining an amount of money that Contractor reasonably deserves to be paid by NTMEC for work done or materials supplied at NTMEC's request under this Agreement up to and including the date of termination. If such amount is determined (and in respect thereof the parties must act reasonably), then NTMEC will pay that amount to Contractor within 14 days after such determination. Subject to the foregoing, Contractor has no entitlement to compensation and NTMEC has no liability to Contractor.
- 9.6 On termination of this Agreement a party must:
- (a) return all Confidential Information in material form and all property (eg equipment, software, manuals and documents) in the first party's possession or control; and
  - (b) not use, disclose or sell to any person any Confidential Information of the other party.

## 10. GST

- 10.1 In this clause 10, a word or expression defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the meaning given to it in that Act.
- 10.2 If a party makes a supply under or in connection with this deed in respect of which GST is payable, the consideration for the supply but for the application of this clause 10 (GST exclusive consideration) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.
- 10.3 If a party must reimburse or indemnify another party for a loss, cost or expense, the amount to be reimbursed or indemnified is first reduced by any input tax credit the other party is entitled to for the loss, cost or expense, and then increased in accordance with clause 10.2.
- 10.4 A party need not make a payment for a taxable supply made under or in connection with this agreement until it receives a tax invoice for the supply to which the payment relates.

## 11. GENERAL

- 11.1 This Agreement:
- (a) may be varied only by a document signed by both parties;
  - (b) is the entire agreement between the parties as to its subject matter and supersedes any prior understanding, representation or agreement between the parties;
  - (c) is not altered by any document or statement provided or made by the Contractor before, contemporaneously with, or after this Agreement unless signed by an officer or employee of NTMEC with the authority to so alter this Agreement; and
  - (d) is governed by the law applicable in Darwin, Northern Territory and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of that territory.
- 11.2 The parties acknowledge that where any consent or approval is granted by a party or any inspection is performed by a party under this Agreement, the giving of such consent or approval or the making of such inspection alone does not make the party liable to the other party.
- 11.3 NTMEC may (without Contractor's consent) assign, transfer, or otherwise dispose of any interest in this Agreement, or any of its rights under this Agreement to the Northern Territory Government, and Contractor must enter into an agreement with the assignee under which Contractor agrees with the assignee to be bound to the assignee on the terms of this Agreement as if the assignee had been named in this Agreement in place of NTMEC.

11.4 Contractor must not assign or subcontract the performance of any of its obligations under this agreement, without the prior written consent of NTMEC.

## Attachment 4: Declaration of Conflict of Interest

I / We, the undersigned, do hereby DISCLOSE the following particulars in submitting this Request for Quote to Northern Territory Major Events Company.

Name:	
Former Names (if any):	
Residential Address:	
Occupation:	
Directorships and / or other businesses owned	

Registrants Signature		Date	
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# Attachment 5: NTMEC Contractor Checklist

Welcome to the NT Major Events Company (NTMEC) Contractors Checklist for sole traders and business's intending to work on our event sites during the 2023 season.

NTMEC is committed to providing a safe and healthy environment for all stakeholders.

This assessment checklist is intended to assist NTMEC identify tasks and control risk for stakeholders working onsite and ensure they are aware of their duty under the Work Health Safety (WHS) Act and the NTMEC WHS Management Plan.

Please direct any questions or queries you may have regarding this checklist to Michelle Hampton (Safety Officer) at [michelle.hampton@nt.gov.au](mailto:michelle.hampton@nt.gov.au) or call 0425 724 437.

## MANDATORY DOCUMENTATION

### COMPANY DETAILS

<b>Event</b>	<b>NRL</b> <input type="checkbox"/> Yes Rugby	<b>BITG</b> <input type="checkbox"/> Yes BASSINTHEGRASS	<b>DTC</b> <input type="checkbox"/> Yes Darwin Triple Crown	<b>TD</b> <input type="checkbox"/> Yes Territory Day	<b>RCN</b> <input type="checkbox"/> Yes Red CentreNats	<b>MDF</b> <input type="checkbox"/> Yes Million Dollar Fish
<b>Event location</b>						
<b>Brief Summary / Description of intended works</b>						
<b>Business Name:</b>						
<b>ABN</b>						
<b>Name of responsible person:</b>				<b>Position Title</b>		
<b>Contact phone number</b>						
<b>Email address</b>						
<b>Are you operating as a Business or Sole Trader</b>	Please select which best describes your business structure SOLE TRADER <input type="checkbox"/> Yes / COMPANY <input type="checkbox"/> Yes					

## MANDATORY INSURANCE DOCUMENTATION

	Name of Insurer	Limit of Cover	Expiry Date	Policy No.	Copy Provided
<b>Public Liability Insurance</b> (\$20 million)					
<b>Workers Compensation Insurance</b> – For companies who employ staff					
<b>Personal Accident Insurance</b> – For sole Traders					

**All Contractors are required to supply the relevant documentation at least 6 weeks prior to access to the event site. Please ensure all SWMS are site/event specific.**

**Are you building/installing/fencing or erecting a temporary structure or services? Including Plumbing**

☐Yes

☐No

If Yes – Please provide the following documentation:

- Summary of Work
- Workplace Health and Safety Management Plan
- SWMS
- First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)

<ul style="list-style-type: none"> <li>• White cards</li> <li>• Individual qualification and tickets and high risk work licenses and verification of competency</li> <li>• Certification upon completion</li> </ul>		
<b>Are you operating any mobile plant - Forklift/tele-handler, Boom/Scissor lift, crane or other machinery i.e. ride on mowers, tractors, ?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes – Please provide the following documentation: <ul style="list-style-type: none"> <li>• Summary of Work</li> <li>• Workplace Health and Safety Management Plan</li> <li>• SWMS</li> <li>• First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)</li> <li>• White cards</li> <li>• High Risk Work Licence</li> <li>• Individual qualification and tickets and high risk work licenses and verification of competency</li> <li>• Maintenance records of machinery (this includes hired machinery)</li> <li>• Pre-starts must be completed before the first use each day, and recorded.</li> </ul>		
<b>Are you operating a medium to heavy rigid truck? i.e. Tilt Tray, Water Truck, Street Sweeper, Hook-lift or Bi-Fold.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes – Please provide the following documentation: <ul style="list-style-type: none"> <li>• Summary of work</li> <li>• Workplace Health and Safety Management Plan</li> <li>• SWMS</li> <li>• Drivers Licence</li> <li>• *Note - Pre-starts must be completed before the first use of the vehicle / machinery each day, random pre-start audits will be conducted onsite.</li> </ul>		
<b>Are you using hazardous substances or chemicals? i.e. Fuel, Compounds, or Cleaning Products.</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes – Please provide the following documentation: <ul style="list-style-type: none"> <li>• Summary of Work</li> <li>• Workplace Health and Safety Management Plan</li> <li>• SWMS and or Risk Assessment whichever is applicable</li> <li>• Safety Data Sheet (SDS)</li> <li>• First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)</li> <li>• Dangerous goods licence (if applicable)</li> <li>• Written notification to the Regulator (NT WorkSafe) of Schedule 11 Hazardous Chemicals. Hazardous chemical which are in excess of their manifest quantities. This is typically for fuel and gas.</li> </ul>		
<b>Will you or your workers be working at heights?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes – Please provide the following documentation: <ul style="list-style-type: none"> <li>• Summary of Work</li> <li>• Workplace Health and Safety Management Plan</li> <li>• SWMS and or Risk Assessment whichever is applicable.</li> <li>• First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)</li> <li>• White cards</li> <li>• Individual qualification and tickets and high risk work licenses and verification of competency</li> </ul>		
<b>Will you be working with electrical installations and high voltage mains power?</b>	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If Yes – Please provide the following documentation: <ul style="list-style-type: none"> <li>• Summary of Work</li> <li>• Workplace Health and Safety Management Plan</li> <li>• SWMS or Risk Assessment whichever is applicable</li> <li>• First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)</li> <li>• White cards</li> </ul>		

- Individual qualification / tickets and high risk work licenses or verification of competency
- Certification on completion.

**Will you or your workers be working with explosives? i.e. Pyrotechnics / Fireworks**

☐ Yes

☐ No

If Yes – Please provide the following documentation:

- SWMS and or Risk Assessment whichever is applicable
- Risk assessment
- Workplace Health and Safety Management Plan
- Relevant NT Worksafe Fireworks display permits
- Shot fire licence
- First Aid Officer and Certificate or a plan to respond to any medical incident. (Refer First Aid in the workplace code of practise)

**If none of the above apply to you.**

☐ Yes

☐ No

Please provide the following documentation:

- A summary of work
- Complete page one and supply all mandatory documentation.

The safety officer will be on contact should further information be required.

**Please note: that your Work Health and Safety Management Plan should cover the following:**

- Workplace Health and Safety Policy
- Hazard identification & reporting process
- Accident and incident reporting process

## Site Requirements

- You must adhere to and follow any and all site rules and wear the appropriate accreditation
- Please ensure employees, sub-contractors and all staff are aware that all licences will be checked on site
- Online inductions are required to be completed prior to attending site
- All personnel working on site shall participate in the following as requested:
  - Workplace inspections
  - Hazard ID
  - Audits
  - Pre-start / Tool box meetings
  - Plant pre-starts & checks
  - Incident & Accident reporting

## Resources

### First Aid Code of Practice

<https://worksafe.nt.gov.au/forms-and-resources/codes-of-practice/first-aid-in-the-workplace>

### Dangerous Goods / Hazardous Substances / Chemicals

[https://worksafe.nt.gov.au/\\_data/assets/pdf\\_file/0006/686634/guide-schedule-11-hazardous-chemicals-and-abandonment-of-tanks-notifications.pdf](https://worksafe.nt.gov.au/_data/assets/pdf_file/0006/686634/guide-schedule-11-hazardous-chemicals-and-abandonment-of-tanks-notifications.pdf)

<https://worksafe.nt.gov.au/forms-and-resources/forms/notification-of-schedule-11-hazardous-chemicals>

[https://worksafe.nt.gov.au/search?queries\\_name\\_query=hazardous+substances](https://worksafe.nt.gov.au/search?queries_name_query=hazardous+substances)

[https://worksafe.nt.gov.au/search?queries\\_name\\_query=Dangerous+goods](https://worksafe.nt.gov.au/search?queries_name_query=Dangerous+goods)

### Verification of Competency (VoC)

[Fact Sheet Verification of Competency - Mobile Plant.DOCX \(live.com\)](#)

[https://worksafe.nt.gov.au/search?queries\\_name\\_query=high+risk+work+licences](https://worksafe.nt.gov.au/search?queries_name_query=high+risk+work+licences)

## Working at Heights (WaH)

<https://www.safeworkaustralia.gov.au/resources-and-publications/model-codes-practice/model-code-practice-managing-risk-falls-workplaces>

## Pyrotechnics

<https://worksafe.nt.gov.au/licensing-and-registration/fireworks>

### Declaration

I, \_\_\_\_\_(authorised company representative)

declare that all information required has been provided and is current, valid and meets all Australian standards and / or relevant regulatory requirements. Should any non-compliance be identified, this may constitute a breach of service agreement/contract and may result in action being taken, up to and including but not limited to, issue of warnings, termination of a contract or non-renewal of a contract (relevant to a contractor or their employees), prosecution (where a breach of law) or commencement of legal proceedings for breach of contract.

### Signatures

Authorised Signatory		Date	
Position Title			
Phone Number			
Email address			

**You are required to supply the relevant documentation at least 6 weeks prior to access to the event site.**

Please send this completed form and the relevant documentation to Michelle Hampton, Safety Officer [Michelle.Hampton@nt.gov.au](mailto:Michelle.Hampton@nt.gov.au)

+61425 724 437