

Request for Quote

WORKFORCE CATERING

RFQ Package

Closing Date: 4PM – FRIDAY 29th OCTOBER 2021

Request for Quote (RFQ)

BASSINTHEGRASS & Darwin Triple Crown Supercars Workforce Catering

Contents

Request for Quote (RFQ).....	1
BASSINTHEGRASS & Darwin Triple Crown Supercars Workforce Catering	1
Enquiries	1
1. Summary	1
2. Scope.....	1
3. Submissions.....	4
4. Selection Criteria and Decision	5
Attachment 1: RFQ Terms and Conditions	6
Attachment 2: Application Form	7
Attachment 3: NTMEC Standard Service Agreement	8
Attachment 4: Declaration of Conflict of Interest	12
Attachment 5: NTMEC Catering Checklist.....	13

Enquiries

RFQ ENQUIRIES:	Emma Walker
	Events & Operations Coordinator
	Northern Territory Major Events Company
	08 8999 5271
RFQ CLOSING INFORMATION:	
TIME:	4PM (ACST)
DATE:	FRIDAY, 29 th OCTOBER 2021
EMAIL:	Emma.walker@nt.gov.au

1. Summary

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

This 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.

2. Scope

NTMEC's intended timetable for this RFQ is as follows:

Issue date for RFQ	MONDAY 11 OCTOBER 2021
Closing Time	4PM (ACST), FRIDAY 29 th OCTOBER 2021
Conclusion of RFQ Evaluation	MONDAY 15 NOVEMBER 2021
Advise Applicants Results from the RFQ	MONDAY 22 NOVEMBER 2021
Finalisation and Signature of Contract	MONDAY 20 DECEMBER 2021

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.

Scope of Works

NTMEC is seeking a supplier to provide workforce catering. The successful supplier would be responsible for the following scope of works:

1. Relevant Events

Event Title: BASSINTHEGRASS Music Festival

Event Date: 21 May, 2022

Duration: 12 Hours

Venue: Mindil Beach, Darwin

Requirements: Workforce Catering

Event Title: Darwin Triple Crown Supercars

Event Date: June or July 2022

Duration: 3 Days

Venue: Hidden Valley, Darwin

Requirements: Workforce Catering

2. Scope of Works

Well-presented, substantial and a variety of workforce meals and catering with the ability to take last minute orders and variations as required by NTMEC.

- a. **Workforce Meals – Breakfast (Supercars only)**
 - i. **Description:** Preparation and delivery of breakfast packs.
 - ii. **Requirements:** Please provide suggestions for an on-the-go breakfast pack. Cater for dietary requirements (i.e. vegetarian, vegan, gluten free, dairy free & pork free). Packaging to be easy to carry, preferably environmentally sustainable and suitable for storage in a cool bag and esky, No drinks required.
 - iii. **Approx. per head budget: \$6.00 (ex GST)**
 - iv. **Example:** Suppliers short-listed will be asked to provide an example breakfast pack as part of the quoting process prior to contract being awarded.
- b. **Workforce Meals - Lunch**
 - i. **Description:** Preparation and delivery of lunch packs.
 - ii. **Requirements:** Lunch pack may include wraps, rolls or sandwiches, small salad, snacks (i.e. muesli bar, chocolate, chips etc.) or similar. Please provide suggestions and innovative ideas for substantial packed lunches. No fruit. Cater for dietary requirements (i.e. vegetarian, vegan, gluten free, dairy free & pork free). Packaging to be easy to carry, preferably environmentally sustainable and suitable for storage in a cool bag and esky. No drinks required.
 - iii. **Approx. per head budget: \$15.00 (ex GST)**
 - iv. **Example:** Suppliers short-listed will be asked to provide an example lunch pack as part of the quoting process prior to contract being awarded.
- c. **Workforce Meals – BBQ (Supercars only)**
 - i. **Description:** A BBQ on the final Sunday evening for about 250 PAX.
 - ii. **Requirements:** A basic BBQ offering (i.e. sausages, chicken skewers, bread rolls, salads, etc.), cater for dietary requirements (i.e. vegetarian, vegan, gluten free, dairy free & pork free). All equipment and staffing, including the BBQ, would need to be provided and cooking and service of food.
 - iii. **Approx. per head budget: \$14.00 (ex GST)**
 - iv. **Example:** Suppliers short-listed will be asked to provide an example menu as part of the quoting process prior to contract being awarded.
- d. **Optional – Pit Paddock (Supercars only)**
 - i. **Description:** Catering site open to the public, positioned in the pits.
 - ii. **Requirements:** Provide both festival food, healthy alternatives and hot and cold beverages, including coffee, at a variety of price points. The site will be the complete responsibility of the successful supplier and will require set-up of equipment for cooking, servicing and a shaded eating area for patrons. Please provide a menu and price points for consideration. A pre-ordering system for staff to order meals from the catering stand (approximately 80 each day) for event days. Food and beverage served in environmentally sustainable packaging.

3. Approximate requirements

Approximate requirements are provided for the basis of quoting. These are based off previous events and changes should be expected. Rosters will be provided to the successful supplier 10 days prior to each event.

Day	Event	Requirement	Number of PAX
Wednesday	BASSINTEGRASS	Lunch Pack	11
Thursday	BASSINTEGRASS	Lunch Pack	11
Friday	BASSINTEGRASS	Lunch Pack	12
Saturday	BASSINTEGRASS	Lunch Pack	147
Tuesday	Darwin Triple Crown Supercars	Lunch Pack	27
Wednesday	Darwin Triple Crown Supercars	Lunch Pack	32
Thursday	Darwin Triple Crown Supercars	Lunch Pack	46
Friday	Darwin Triple Crown Supercars	Breakfast Pack	300
Friday	Darwin Triple Crown Supercars	Lunch Pack	452
Saturday	Darwin Triple Crown Supercars	Breakfast Pack	300
Saturday	Darwin Triple Crown Supercars	Lunch Pack	462
Sunday	Darwin Triple Crown Supercars	Breakfast Pack	300
Sunday	Darwin Triple Crown Supercars	Lunch Pack	428
Sunday	Darwin Triple Crown Supercars	BBQ	250

4. Insurance requirements

Supplier is required to provide evidence of the following

- a. Public liability insurance (minimum \$20 million)
- b. Department of Health Registration as a food business
- c. Compliance with catering checklist

5. Supplier is required to comply with

- a. NTMEC WHS catering checklist (refer to attachment 5)
- b. Current COVID-19 public health standards
- c. Specific site requirements
- d. Accreditation and access procedures as set by NTMEC

6. Further information

- a. All electrical equipment used at the event are to be tested and tagged and in accordance with Australian Standards.

Additional Services:

NTMEC may add additional events to the scope under the expectation the supplier will provide equipment and service within the agreed pricing provided for the annual events.

The extent of any work shall be agreed prior to the commencement of any additional work.

Example of an additional event may include Territory Day.

3. Submissions

Specificities

- The Submission must address the Scope of Works (Item 2) and Evaluation Criteria (Item 4) of this RFQ Package.
- The Submission must comply with the RFQ Terms and Conditions (Attachment 1).
- The Submission must include the RFQ Application Form (Attachment 2).
- 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.

Lodgement

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

RFQs (including any attachments) must be submitted in electronic form to Emma Walker – telephone 08 8999 5271 – or email – emma.walker@nt.gov.au by no later than 4PM ACST on Friday 29th October 2021.

4. Selection Criteria and Decision

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.
- **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.
- **Timeliness:** includes consideration of the completion/delivery time offered, length or vulnerability of the supply chain, compliance with timeframes set by the NTMEC.
- **Capacity:** includes consideration of the supplier's ability to carry out the works, perform services or supply products, knowledge and expertise of staff, number of contracts currently in progress, financial capacity, risk management and quality assurance.
- **Innovation:** includes consideration of market led solutions including new technology and alternative solutions.
- **Scope of Works:** includes consideration of technical requirements, environmental requirements and specific expertise and experience.
- **Price:** includes consideration of upfront costs, whole-of-life costs and any other facts 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).

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.

Attachment 1: RFQ Terms and Conditions

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

Registrants must submit all the information sought in the RFQ Package, and the application must be submitted in electronic form to Emma Walker – telephone 08 8999 5271 – or email emma.walker@nt.gov.au by no later than 4PM ACST on Friday 29th October 2021.

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: Application Form

Registrants must complete this application form and provide as a cover page, submitted in accordance with the RFQ requirements to Emma Walker – telephone 08 8999 5271 – or email emma.walker@nt.gov.au by no later than 4PM ACST on Friday 29th October 2021.

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 – Workforce Catering.

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 the undersigned submit this Request for Quote to the Northern Territory Major Events Company for the sum of :	In words:		including GST
	In figures	AUD\$	including GST

Registrants Signature		Date	
Witness Signature		Date	
Name of Witness			

Attachment 3: NTMEC Standard Service Agreement

STANDARD TERMS OF ENGAGEMENT

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 SOW.

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
- (d) may include any one or more of the following events:
 - (i) a landslide, typhoon, cyclone, hurricane, earthquake, flood or other natural disaster (including acts of God);
 - (ii) an act of enemy, war, blockade or insurrection, riot and civil disturbance;
 - (iii) a fire or explosion including radioactive and toxic explosions;
 - (iv) 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);
 - (v) 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;
 - (vi) radioactive or other toxic or dangerous chemical contamination;
 - (vii) an epidemic or required quarantine; or
 - (viii) 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:

- (e) patents, copyright, moral rights, rights in circuit layouts, registered designs, trademarks and the right to have Confidential Information kept confidential; and
- (f) 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.

Commercial In Confidence

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 the SOW, including the supply of Goods, Deliverables and Personnel.

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) 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 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. INTELLECTUAL PROPERTY & 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

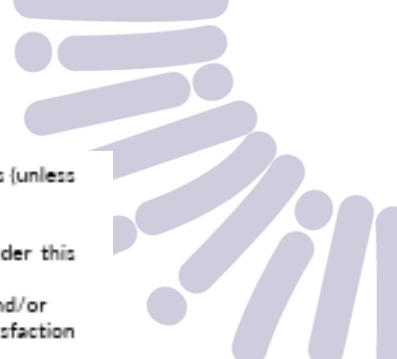
- 6.1 Title to any parts or quantity of Goods supplied by the Contractor to NTMEC passes from the Contractor to NTMEC upon delivery of the Goods to the location specified by NTMEC to the Contractor or person delivering the Goods.

7. LIABILITY AND INSURANCE

- 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:
 - (a) 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;
 - (b) maintain adequate insurance in relation to its business, the Services and this Agreement, including product liability and workers' compensation; and
 - (c) provide evidence satisfactory of the Insurance specified in Item 8 of the SOW.
- 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. TERM AND TERMINATION

- 8.1 This Agreement continues for the Term, unless it is terminated in accordance with this clause 8 or renewed in writing by the parties.

- 
- 8.2 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).
- 8.3 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.
- 8.4 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.
- 8.5 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 8.5, 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.
- 8.6 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.

9. GST

- 9.1 In this clause 9, 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.
- 9.2 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 9 (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.
- 9.3 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 9.2.
- 9.4 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.

10. GENERAL

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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 – Workforce Catering.

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

Registrants Signature		Date	
-----------------------	--	------	--

Attachment 5: NTMEC Catering Checklist

Project Details					
Event:					
Event location:					
Business Name:					
ABN:					
Name of responsible person: (Copy of 18+ card or passport required)					
Contact phone number:					
Email address:					
Brief description of service providing for the event.					
Insurances					
Please provide a copy of the following Insurances.					
Insurance	Name of Insurer	Limit of Cover	Expiry Date	Policy No.	Copy Provided
Workers Compensation					
Public and Products Liability (minimum \$20m per incident)					
Event Safety Management Checklist					
All Stall Holders are required to supply the relevant documentation at least 4 weeks prior to access to the event site. Please provide a copy of the following documents. Please ensure all documents are site/event specific.					Copy Provided
List of staff required to be on site					
Registration of a Food Business Certificate					
Registration for Business Certificate					
Gas & Power NT Work Safe Checklist					
Gas Compliance Certificate					
Signed Generator Policy (if applicable)					
COVID-19 Plan					
COVID-19 Certification					
Site Requirements – Relevant to all					
<ul style="list-style-type: none"> All electrical/gas/hire equipment will be checked on site – please ensure that these are all compliant before coming to site. Refer to the below link. https://worksafe.nt.gov.au/_data/assets/pdf_file/0011/686621/Guide-electrical-equipment-and-gas-installations-at-markets-shows-and-sporting-events.pdf All licences will be checked on site – please ensure employees, sub-contractors and all staff are aware. On line inductions are required to be completed prior to attending site. 					
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:			