

# Broulee Surfers SLSC

## Request for Tender

RFT NO. 2020/1 (KIOSK/CAFE AND FUNCTIONS)

### *Kiosk/Cafe and Functions Services*

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Any questions regarding this RFT should be addressed to:

Andrew Edmunds  
Secretary  
Broulee Surfers SLSC  
[brosslsc@bigpond.net.au](mailto:brosslsc@bigpond.net.au)

**Lodgement of tenders**

**Closing Time: 5.00 pm, local time in Broulee on Friday, 11 December 2020**

Tenders must be lodged by email to [brosslsc@bigpond.net.au](mailto:brosslsc@bigpond.net.au)

# Request for Tender

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## General information

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### 1. About the Broulee Surfers SLSC

- (a) The Broulee Surfers SLSC (BSSLSC) is a volunteer lifesaving organisation that is based on the South Coast of NSW. It currently has around 800 members, approximately 300 of these are junior activity members (Nippers), around 140 active patrollers and the remaining members social or associate members. Members are around 50/50 Broulee/Mossy Point based (local) or based in the ACT/Queanbeyan/Yass areas.
- (b) Volunteer Patrols are generally conducted on Saturdays, Sundays and Public holidays from November through to April each year. Our junior activity program tends to run from October through to end of March.
- (c) Throughout the month of January there are patrols from 9am to 5pm 7 days a week, with the weekday patrols being conducted by Council Lifeguard Contractors.
- (d) The Club currently has a 7-day liquor license, and operates a bar in the main club room every Friday evening as its main source of income, which is open to the general public. Trading hours are presently 6pm to 10pm. Tenderers are requested to consider menu and food options to cater for members and guests while the bar is trading. The club may consider operating the bar on more days per week in key holiday periods. When open, the club usually has private or club functions on Saturday evenings throughout much of the year.

Average attendances	2019
November	114
December	307
January	445
February	243
March	276
April	410

- (e) The table above is the average beach attendance figures recorded by our patrols (Saturday, Sunday and Public Holidays) – these figures include beach goers, craft users and swimmers. Beach attendance is seasonal and can fluctuate in line with the weather conditions. Figures for 2020 are not available due to many beach closure days for COVID-19 and the December/January bushfires.
- (f) Broulee runs two Nipper programs – local Nippers which run every Sunday from 10am to 12pm, in October, November, December, February and March. Canberra Nippers occur once a month at Broulee during the same months (however due to COVID-19 restrictions they are now run on Saturdays).
- (g) A social swim is conducted every Sunday from around November through to March.
- (h) The other major event run by the Broulee SLSC is the Broulee Bay to Breakers Ocean Swim, which is held on the Canberra Day Long weekend annually for the last 10 years. Pre COVID competitor numbers were edging closer to 500, in addition to water safety and club officials. You can find out more about the event here. <http://oceanswim.brouleesurfersslsc.org.au/>

## 2. Aims and objectives of this RFT

The Broulee Surfers SLSCs (BSSLSC) aims and objectives in issuing this RFT are to appoint a suitably qualified and experienced contractor who will:

- (a) provide high standards in customer service and provision of Kiosk/Cafe, and function catering services; the Kiosk/Cafe is sized approximately 47sq metres (including storage area).
- (b) ensure a menu range and pricing strategy that caters for visitors throughout the year;
- (c) will work with the BSSLSC to maximise financial returns for both parties;
- (d) The proposed term for the Contract is as follows:

Contract Term | Kiosk/Cafe, and Functions

Contract Details	Term	Services Start Date (estimated)	Agreement Type
Kiosk/Cafe	Up to 5 years with a up to 5 year option to extend, with rent reviewed annually inline with CPI	1 April 2021*	Contract for Services which incorporates a licence to use the Kiosk/Cafe space and store room, outdoors area and at times the club balcony facilities, monthly rent applicable and other fees and concessions.

*\*Estimated start date is not confirmed and is subject to progress of the club redevelopment and progress with the Builder. During negotiations a transition in plan and fit out will be jointly discussed between the preferred tenderer, the club and the builder.*

## 3. Scope of requirements

- (a) The Contractor will be required to provide catering services for the Kiosk/Cafe, and functions as described in this RFT for the period from the Services Start Date to the end of the Term, ensuring that quality standards are maintained throughout the full period.
- (b) The BSSLSC's requirements are set out in more detail in Schedule 1.
- (c) Any contract entered into as a result of this RFT will be based on the Draft Form of Contract.

## 4. RFT timetable

The following is an indicative timetable relating to the tender evaluation process:

Tender Evaluation Process Timeline

Key Milestone	Date
Release of RFT	9am Monday 16 November 2020
Last questions	5pm Monday 30 November 2020
Closing Time	5pm Friday 11 December 2020
Contract Commencement Date	Early 2021

Fit out of Kiosk/Cafe can commence	Early 2021
Services Start Date	Dependent on construction progress

## 5. Further information about this RFT

- (a) Tenderers should direct any questions arising during the preparation of a tender or requests for clarification in writing to the BSSLSC contact person (**Contact Officer**) set out below:
 

Name: Andrew Edmunds

Position: Secretary Tel: 0427871207

Email: [brosslsc@bigpond.net.au](mailto:brosslsc@bigpond.net.au)
- (b) Where appropriate, the BSSLSC will circulate questions and answers to all other Eligible Tenderers without disclosing the source of the questions or revealing the substance of a proposed tender.
- (c) If a tenderer finds any discrepancy, error or omission in this RFT, it should notify the BSSLSC in writing before the Closing Time.

## What tenderers need to do?

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## 6. Tenderer behaviour

- (a) Tenderers must not, and must ensure that their officers, employees, agents and advisors do not, in relation to the preparation, lodgement or assessment of tenders:
  - (i) make false or misleading or deceptive claims or statements;
  - (ii) improperly obtain confidential information;
  - (iii) receive improper assistance from any existing or former officers of the BSSLSC;
  - (iv) engage in collusive tendering, anti-competitive conduct, unlawful, unethical or other similar conduct with any other tenderer or other person; or
  - (v) attempt to improperly influence an officer of the BSSLSC, violate any applicable laws regarding the offering of inducements or approach any officer or employee of the BSSLSC.

## 7. Seek own advice

This RFT is not business, investment, legal or tax advice. Tenderers should seek their own independent professional advice in respect of all matters in connection with this RFT.

## 8. Bear own costs

- (a) All expenses and costs incurred by a tenderer in connection with this RFT, including preparing and lodging a tender, providing the BSSLSC with further information, giving presentations, attending interviews and participating in any subsequent negotiations, are

- the sole responsibility of the tenderer.
- (b) The BSSLSC is not liable for any costs or other compensation in relation to the consideration of this RFT, lodgement of any tender or participation in the RFT process by any tenderer.
  - (c) The BSSLSC is not liable for any loss, damage, claim, cost or expense incurred by tenderers or any other person if, for any reason, a tender or any other material or communication relevant to this RFT is not received on time, is corrupted or altered or otherwise not received as sent, cannot be read or decrypted, or has its security or integrity compromised.

## 9. When to lodge the tender

- (a) Tenders must be lodged before the Closing Time, via email to [brosslsc@bigpond.net.au](mailto:brosslsc@bigpond.net.au)
- (b) Any tender lodged after the Closing Time will be deemed to be a late tender.
- (c) The BSSLSC is not obliged to consider any late tender but may decide to do so in its absolute discretion.

# BSSLSC's evaluation process

## 10. Step 1 – Screening and Mandatory Requirements

- (a) The BSSLSC will screen all tenders received for completeness, unintentional errors of form, clarity and compliance with this RFT.
- (b) The BSSLSC may at any time exclude a tender from consideration if:
  - (i) the tender is lodged after the Closing Time;
  - (ii) the tender is incomplete;
  - (iii) prices are not clearly and legibly stated;
  - (iv) the tender includes electronic files that cannot be read or decrypted;
  - (v) the BSSLSC believes the tender potentially contains any virus, worm, malicious code, disabling feature or anything else that might compromise the integrity or security of the BSSLSC's computing environment;
  - (vi) the tenderer or tender does not comply with this RFT;
  - (vii) the tenderer is not fully capable of undertaking a contract in the form of the Draft Form of Contract;
  - (viii) the tender is clearly uncompetitive when compared with the other tenders received;
  - (ix) the tender is rated unsuitable or unsatisfactory against one or more of the Evaluation Criteria; or
  - (x) the tenderer does not substantially comply with the Draft Form of Contract.

## 11. Step 2 – Evaluating remaining tenders

- (a) Tenders will be assessed on the basis of value for money through the application of the

Evaluation Criteria. Value for money is a comprehensive assessment that takes into account both price and the value represented by the assessment of ability, in the context of the risk profile presented by each tender.

- (b) The Evaluation Criteria are set out in the following table:

Evaluation Criteria	
No.	Evaluation Criteria
1.	<p><b>Ability</b></p> <p>The ability of the tenderer to provide the services in accordance with the Statement of Requirements. For example:</p> <ul style="list-style-type: none"> <li>• the tenderer's capability and experience;</li> <li>• the tenderer's proposed Kiosk/Cafe solution and function arrangements, including proposed operating hours, indicative menu, internal and external functions, and how it will work with the club on bar operations and use of the facility upstairs.</li> <li>• To fit out the Kiosk/Cafe and store room to meet your needs</li> </ul>
2.	<p><b>Price</b></p> <p>Tendered price, including total renumeration, cost sharing options to the BSSLSC.</p>
3.	<p><b>Risk</b></p> <p>Any risks inherent in the tender. For example:</p> <ul style="list-style-type: none"> <li>• the tenderer's financial viability;</li> <li>• any actual or perceived conflict of interest;</li> <li>• level of compliance with this RFT (including the Draft Form of Contract); and</li> <li>• adequacy of insurance proposed by the tenderer.</li> </ul>

- (c) Tenders will be evaluated using the following approach:
- (i) assessment of the technical worth of tenders using Evaluation Criterion No. 1
  - (ii) financial assessment of tendered prices; and
  - (iii) assessment of best value for money by a comparison of technical worth as against tendered prices and risks associated with tenders.
- (d) The BSSLSC is not obliged to accept the lowest or highest priced tender or any tender at all. Value for money involves assessing various factors over the entire procurement cycle.

## 12. Negotiations with tenderers

- (a) After the Closing Time, the BSSLSC may enter into negotiations with (or request best and final offers from) any one or more tenderers. The BSSLSC may negotiate or request improvements in relation to the Statement of Requirements, price and/or any other proposed terms, including contract terms, for supply of the services.

- (b) Without limiting its other rights under this RFT, if in the BSSLSC's view during final negotiations a preferred tenderer retracts, or attempts to retract, previous representations regarding any material business, financial, technical and legal issues resolved during negotiations, the BSSLSC may reject the preferred tenderer's tender, discontinue negotiations with that tenderer, re-enter negotiations with other tenderers (including or excluding the preferred tenderer), and exercise any other right the BSSLSC has under this RFT, at law or otherwise.
- (c) Preferred tenderers will be required to negotiate with the BSSLSC, and our builder on any fit out/construction needs as the club redevelopment progresses and before an agreed contract/services commencement date.

## 13. Execution of formal agreement

- (a) Nothing in this RFT, or the submission of any tender in response to it, or any conduct or statement whether before or after the issue of this RFT constitutes a contract, express or implied, with the BSSLSC. The BSSLSC intends that no contract will be formed unless and until the BSSLSC signs a formal contract with a preferred tenderer.
- (b) The BSSLSC requires Eurobodalla Shire Council's approval before entering a contract as a result of this RFT process. Nothing in this RFT limits the Council's discretion.

## 14. Disclosure of tender information

### (a) Confidentiality

- (a) The BSSLSC undertakes to keep confidential any confidential information provided to the BSSLSC by tenderers prior to the award of the Contract and, in respect of unsuccessful tenderers, after award of the Contract.
- (b) The obligation of confidentiality in clause 14(a) does not apply if the confidential information is:
  - (i) disclosed by the BSSLSC to its advisers, contractors, officers, employees or agents solely in order to conduct the RFT process;
  - (ii) disclosed by the BSSLSC to the Eurobodalla Shire Council;
  - (iii) disclosed in accordance with the Fair Work Principles User Guide or as otherwise agreed by the tenderer;
  - (iv) authorised or required by law to be disclosed;
- (c) To enable the BSSLSC to consider whether it agrees to keep specific information confidential, tenderers must include in their tender any request that information is to be treated as confidential following the award of a Contract to it, specifying the information and giving reasons why it is necessary to keep the information confidential.
- (d) The BSSLSC will consider any request made and will inform the tenderer whether or not the BSSLSC, in its sole discretion, agrees to the request and the terms under which it agrees.
- (e) The terms of any agreement will form part of any Contract to be awarded at the completion of the tender process.

## 15. BSSLSC's rights

Without limiting its rights at law or otherwise, the BSSLSC may:

- (a) amend this RFT, including the Draft Form of Contract;
- (b) suspend or discontinue the RFT process (including during negotiations), including where the BSSLSC considers that:
  - (i) it is in the public interest to do so;
  - (ii) no tender meets the Mandatory Requirements;
  - (iii) no tenderer is fully capable of undertaking a contract in the form of the Draft Form of Contract; or
  - (iv) no tender represents value for money;
- (c) before final selection (with or without short listing) enter into negotiations with one or more tenderers (including parallel negotiations with more than one tenderer or negotiations with all tenderers without short listing);
- (d) discontinue negotiations with any tenderer at any time for any reason;
- (e) require additional information or clarification from any tenderer or anyone else;
- (f) provide additional information or clarification to tenderers;
- (g) negotiate with any person who is not a tenderer and enter into a contract with that person on such terms as the BSSLSC in its absolute discretion accepts;
- (h) contract for all or part of the services described in the Statement of Requirements add to, alter, delete or exclude the BSSLSC's technical requirements;
  - (i) publish or disclose the names of tenderers (whether successful or unsuccessful);
  - (j) allow or not allow a related body corporate or other entity to take over a tender in substitution for the original tenderer;
  - (k) change the structure and timing of the RFT process;
  - (l) vary or extend any time or date in this RFT at any time and for such period as the BSSLSC in its absolute discretion considers appropriate;
  - (m) vary any of the terms or conditions of the Draft Form of Contract during negotiations with any tenderer; or
  - (n) enter into any contractual arrangements or other arrangements which will best meet the BSSLSC's needs.

## 16. Relevant laws

- (a) The law applying in the New South Wales applies to this RFT and to the RFT process.
  - (b) Each tenderer must comply with all relevant laws in preparing and lodging its tender and taking part in the RFT process.
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# Schedule 1 – Statement of Requirements

## Scope of work

The BSSLSC requires that the Contractor:

- (a) provide the catering services for the Kiosk/Cafe, and functions as described in this RFT including the Draft Form of Contract for the period starting on the Services Start Date and ending 5 years thereafter, ensuring that quality standards are maintained throughout the full period;
- (b) Contractor is required to undertake fit out of Kiosk/Cafe area with all required equipment and obtain all necessary approvals in accordance with state and local regulations.
- (c) deliver catering services in a manner that follows rigorous risk management processes and work health and safety practices;
- (d) comply with all relevant laws required to deliver the services; and
- (e) Hold all relevant insurance policies (public liability, workers compensation, and to cover leased area for accident and damages etc) for the duration of the agreement.

## 1. Kiosk/Cafe Services requirements

### 1.1 General

- (a) The contractor shall be responsible for the operation of a Kiosk/Cafe from the Club Premises.
- (b) The contractor, with the agreement of BSSLSC, may be able to use the kitchen upstairs to serve food in the main club room and on the deck on days the Club bar is open to the general public or if the caterer has been booked for a club or private function. At all other times the upstairs section of the clubhouse and deck are to be used for club and community use only.
- (c) The Contractor must not, provide items for sale other than food and beverages without the prior written approval of BSSLSC. The Kiosk/Cafe operator is not able to sell alcohol as part of its lease. BSSLSC retains the alcohol license and all bar takings.

### 1.2 Opening hours

The Contractor must as part of its tender proposal outline its proposed operating hours. The contractor preferably will be trading 7 days per week, and can operate from from 6am to 10pm, however the BSSLSC expect at a bare minimum the Kiosk/Cafe to be operating on Friday evenings while the club bar is open, Saturdays, Sundays and Public holidays during the patrol season (October through to April). The contractor may also be requested at other times for specific events as notified by the BSSLSC to the Contractor.

### 1.3 Menu and pricing requirements

- (a) The Contractor as part of its tender response should provide an indicative menu and pricing for their usual trading periods, and dine-in offering for when the bar is open and trading on Friday evenings.
- (b) The Contractor may offer a discount from its advertised prices for food and beverages for BSSLSC members on patrol (active service).

## **2. BSSLSC Furnished Facilities and BSSLSC Furnished Materials**

BSSLSC will provide vacant access to the following for standard Kiosk/Cafe operations:

Kiosk/Cafe area, storeroom and outdoor areas,

There will be connection points for:

- Water (separately metered);
- power mains connection (separately metered); and
- Waste Drainage Point.

The contractor will be completely responsible for all costs associated with the fit out, equipment, installation of hot water, all internal plumbing and electrical work, joinery/ shelving, cool rooms, furniture etc. A development application may be required with the Eurobodalla Shire Council, who may have additional building and consent requirements on the tenant depending on your desired concept. Tenderers should note this in their tender response and include indicative timeline for fit out of the Kiosk/Cafe ahead of opening.

Main Club room:

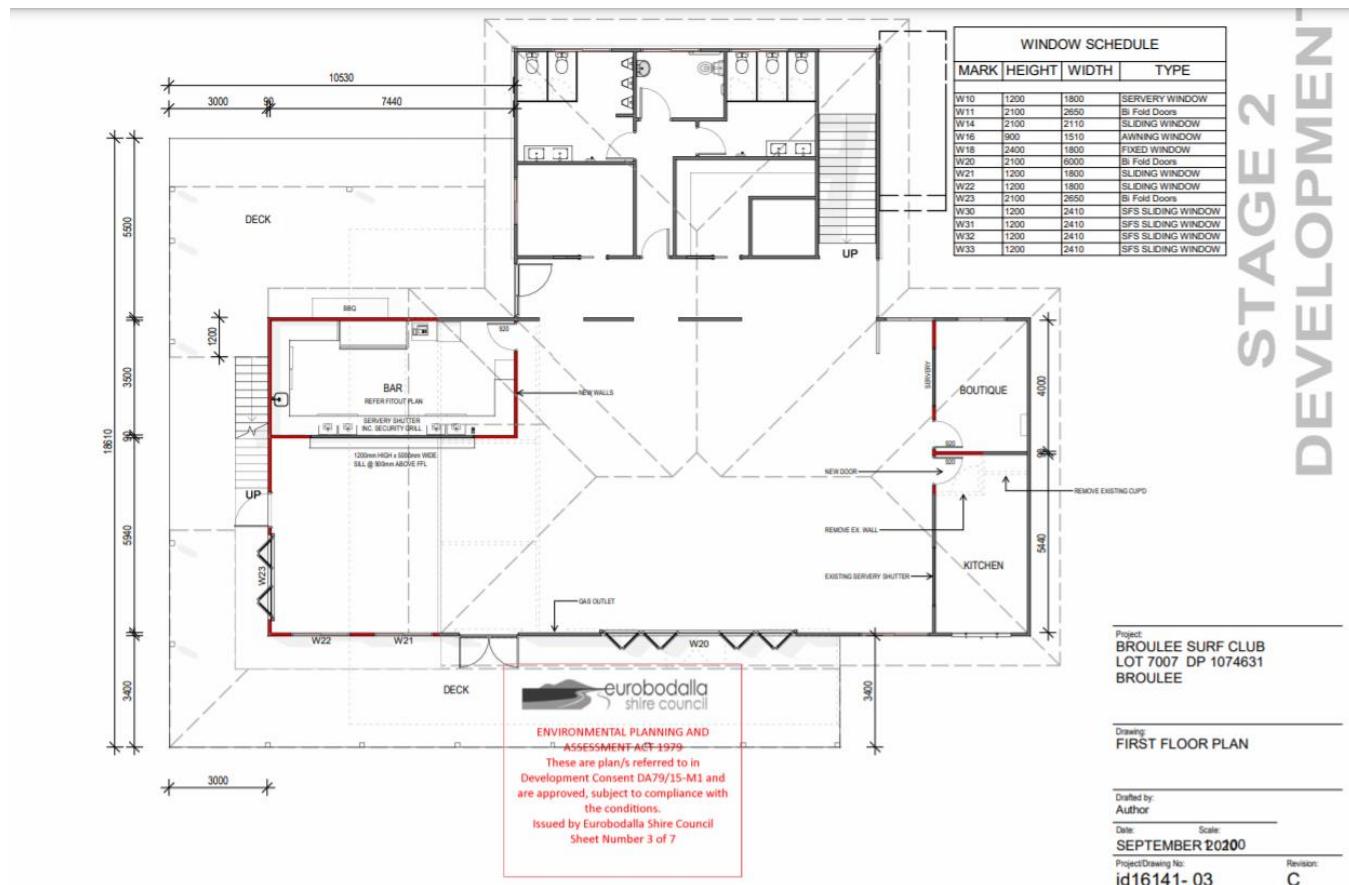
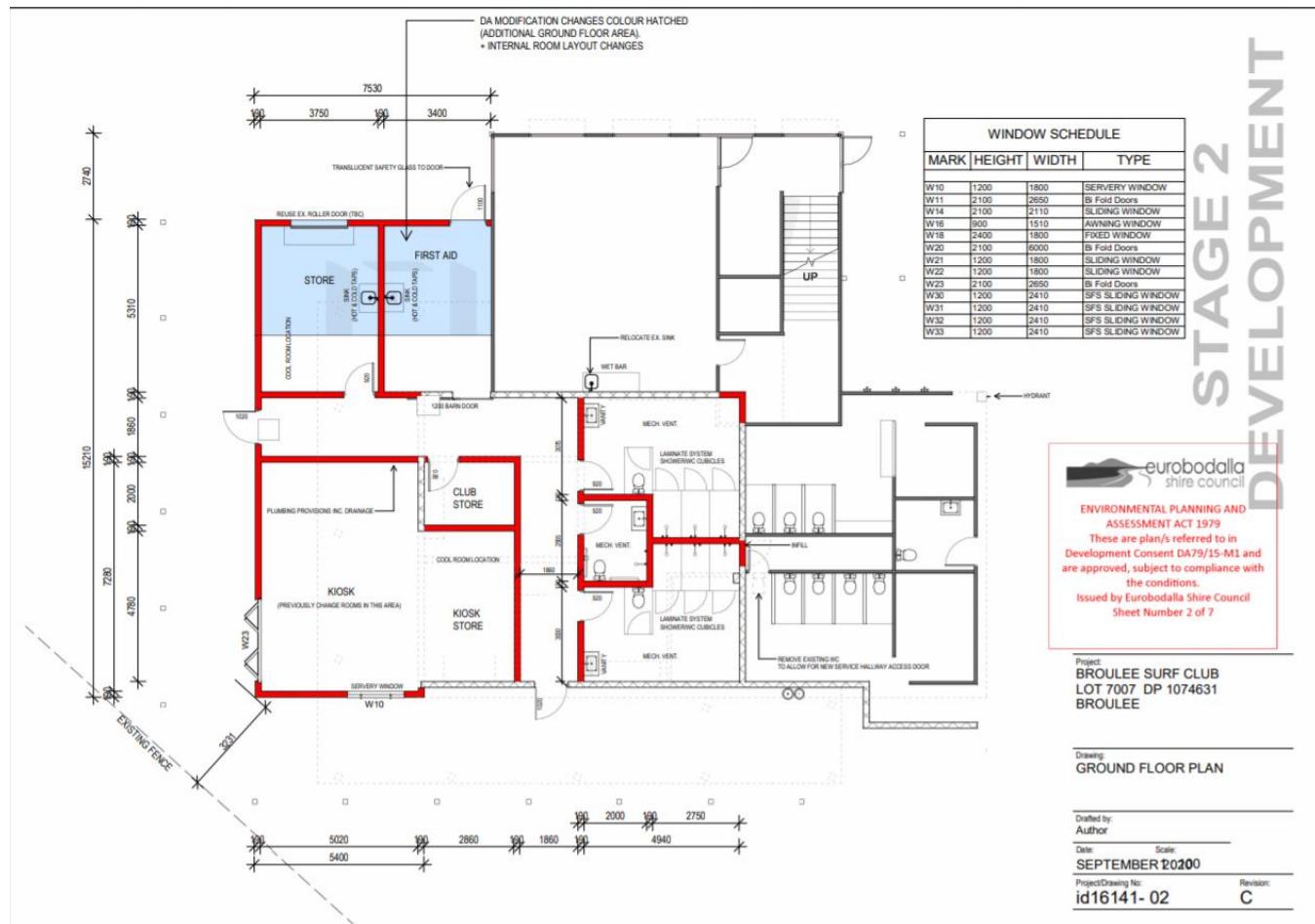
BSSLSC has a kitchen available for internal and external functions use which includes the following appliances:

- Gas Oven / stove
- Kitchen sink
- Hot water
- Fridge/ Freezer

The Contractors will be responsible for cleaning after use, and reasonable maintenance.

BSSLSC currently has a skip for waste removal and recycling facilities. We are open to sharing the costs of these with contractor. Contractor should note in their pricing any options or value add in this regard.

# STAGE 2 DEVELOPMENT



# Functions and Events

## 3. Function Services overview

A requirement in the Eurobodalla Shire Council lease with the Broulee Surfers SLSC is that the main club room is available for functions and use by the general community. The table below provides a high-level summary of the key service delivery requirements for the Function Services. The Broulee Surfers SLSC cannot offer or guarantee exclusive catering for tenderers, however will give tenderer 'preferred supplier status' for club and private events. The tenderers may treat this as an optional component of their response.

Function Overview

Area	Key Information- In Brief
Function rooms	<ul style="list-style-type: none"><li>▪ Main Club Room</li><li>▪ Training / Education rooms</li></ul>
Function requirements	Birthday Parties, Weddings, Private events, community group, sporting teams usage, BBQs etc
Function room size and capacity	Main club room- 120 persons seated. 250 standing. Training Room- 40 people seated.
BSSLSC Furnished Materials	<ul style="list-style-type: none"><li>▪ Upstairs kitchen</li><li>▪ Club room and balcony area</li><li>▪ Table and chairs</li><li>▪ Cutlery</li><li>▪ BBQ</li></ul>

## 4. Function demand

### 4.1 Function demand – internal

The BSSLSC plan to run two to three social events per year for members. Occasions such as Annual General Meeting, Senior Presentation, Junior Presentations and fundraising events. The tenderer may or may not be required to cater for these events, however should ensure the club room is available for those functions.

Note BSSLSC reserve the right from time to time to run their own club catered activities such as fundraising and sporting events including Nipper events, Carnivals/ sporting competition and catering for carnival officials. Such dates will be confirmed with the contractor, and BSSLSC will ensure no items are sold that are in direct competition to the contractor (BSSLSC reserve the right to sell items such as soft drinks, water and BBQ related items for those event days.)

### 4.2 Function demand – external

The Club house is available for hire by third party hirers. External function demand is derived from:

- (a) Weddings
- (b) Birthday Parties
- (c) Training/ conferences
- (d) Community groups usage

## **5. Function Services requirements**

- 5.1** The Contractor will be given preferred supplier status for external functions, however there is no obligation on the hirer to use any particular supplier.

### **5.2 Function booking process**

- (a) All function bookings at the BSSLSC are managed by the BSSLSCs Team. The team would pass on contact information for the contractor to the external Hirer who will make their own arrangements.
- (b) Tenderers should comment regarding proposed approach to the function booking process, cleaning regime to ensure the club can be returned to operational status as part of their tender response.

## **6. Requirements for personnel**

- (a) All Personnel of the Contractor involved in the Kiosk/Cafe Services and Function Services must be trained to a level equivalent to their role and function.
- (b) All supervisory and senior staff Personnel involved in the provision of the Kiosk/Cafe Services, should at a minimum, hold a Certificate II in hospitality.
- (c) All Personnel of the Contractor involved in the Kiosk/Cafe Services, are expected to apply for or already have Working with Children permits.
- (d) The Contractor must develop a dress policy for the Personnel providing Kiosk/Cafe Services, and Function Services for the BSSLSC's prior written approval. All Personnel must comply with the approved dress policy and without limitation the dress policy must:
  - (i) require Personnel to appear neat, tidy and clean at all times;
  - (ii) comply with food safety regulations; and
  - (iii) comply with work health and safety requirements.

## **7. Environmental obligations**

- (a) The Contractor must comply with all BSSLSC and Eurobodalla Shire Council environmental policies.
- (b) Contractor must ensure all waste is appropriately managed and removed from the premises, including environmentally conscious recycling and waste disposal. BSSLSC is open to cost sharing or pricing value options in this regard.

# Schedule 2 – Key Performance Indicators

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## 1. KPIs for Kiosk/Cafe Services

Key Performance Indicators					
KPI	STANDARD WHICH THE CONTRACTOR MUST MEET TO SATISFY THIS KPI	TOOLS WHICH MAY BE USED TO MEASURE THIS KPI	FREQUENCY OF MEASUREMENT OF KPI	FREQUENCY OF REPORTING BY CONTRACTOR FOR THIS KPI	REPORTING REQUIREMENTS FOR CONTRACTOR
<b>Compliance and Risk</b>					
Food Safety / Inspections	Following audits/inspections by Eurobodalla Health Protection Services of either the Kiosk/Cafe Premises: <ol style="list-style-type: none"><li>1. 100% compliance by the Contractor with audit recommendations within specified time frames;</li><li>2. no improvement orders/notices issued to Contractor;</li><li>3. no prohibition order/closure notice issued to the Contractor.</li></ol>	Eurobodalla Shire Council Health Protection Services audit/inspection reports or written notification of improvement orders/prohibition orders	Random	As required	Details of whether the Contractor has been audited by the Eurobodalla Shire Council and if so, the results of the audit and provision of any notices/orders as well as steps taken by the Contractor to comply with the recommendations of such an audit

KPI					
	STANDARD WHICH THE CONTRACTOR MUST MEET TO SATISFY THIS KPI	TOOLS WHICH MAY BE USED TO MEASURE THIS KPI	FREQUENCY OF MEASUREMENT OF KPI	FREQUENCY OF REPORTING BY CONTRACTOR FOR THIS KPI	REPORTING REQUIREMENTS FOR CONTRACTOR
Work Health Safety	<ul style="list-style-type: none"> <li>1. All WHS and lost time incidents recorded.</li> <li>2. No adverse or negative media reports as a result of the Contractor's performance of the Services.</li> </ul>	Evidence of reporting of lost time incidents	As required	As required	Report on WHS compliance and updates to the staff immunisation record
Operational Procedures	<ul style="list-style-type: none"> <li>1. Full compliance with BSSLSC Emergency Procedures.</li> <li>2. All emergency incidents reported to BSSLSC immediately or as soon as safe to do so but no later than 1 hour after the incident.</li> </ul>	Evidence of staff training Emergency incidents register	Annually	As required	Report on compliance with BSSLSC Emergency Procedures, evidence of incidents reported within timeframes and evidence of staff training

KPI	STANDARD WHICH THE CONTRACTOR MUST MEET TO SATISFY THIS KPI	TOOLS WHICH MAY BE USED TO MEASURE THIS KPI	FREQUENCY OF MEASUREMENT OF KPI	FREQUENCY OF REPORTING BY CONTRACTOR FOR THIS KPI	REPORTING REQUIREMENTS FOR CONTRACTOR
<b>Condition of Catering Area</b>					
Cleaning & waste removal	Full compliance with agreed waste management standard.	Audits of compliance with waste management standards	As required	As required	Adequate notification of any issues
Notice of defective and/or dangerous BSSLSC Furnished Material or damage to the Site, the BSSLSC Furnished Facilities	Written notification to the BSSLSC of defective and/or dangerous BSSLSC Furnished Material (ie equipment) or damage to the Site, the BSSLSC Furnished Facilities, and the club premises.	Notices received by the BSSLSC	As required	As required	Report on notifications made to the BSSLSC regarding defective and/or dangerous equipment
<b>Equipment Maintenance</b>					
Equipment Maintenance	BSSLSC Furnished Materials are used, maintained and cleaned as per industry and manufacturers standards	Evidence of maintenance	As required	As required	Adequate notification of any issues

# Attachment 1 – Tenderer Response Form

The tenderer should complete and submit this Tenderer Response Form with its tender.

## **RFT NO. 2020/1 (KIOSK/CAFE AND FUNCTIONS)**

### **1. Tenderer name**

If a company	Company name	
	ACN	
If a partnership	Trading name (if any)	
	Full names of partners	
If a sole trader	Trading name	
	Full name of sole trader	
If any other type of organisation	Name of organisation	
	Type of organisation	

### **2. ABN**

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### **3. Trust status**

If the tenderer is a trustee and is tendering as trustee of the trust

Name of trust

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### **4. Contact for liaison and notices**

Name	
Postal address	
Telephone	
Facsimile	
Email	

# Attachment 2 Ability

The tenderer should provide a document including information on the tenderer's ability to provide the Services in accordance with the Statement of Requirements.

**TENDERER'S NAME:** \_\_\_\_\_

## **1. Tender response**

### **(a) Kiosk/Cafe Concept**

*The tenderer should:*

- i. Describe the concept for Kiosk/Cafe Services, how it will propose to handle internal and external club functions including working with the BSSLSC bar operations, club events and maximise membership and community engagement.*

### **(b) Proposed trading hours/ service requirements**

*The tenderer should:*

- i. Describe propose trading hours, operating model,*
- ii. What arrangement could the operator and club come to ensure the club bar can be opened.*

### (c) Indicative Menu

*The tenderer should:*

- i. Use the following table to outline an indicative menu for the Kiosk/Cafe.

Item	Min daily selection	Choices Include:	Price Range
Hot Beverages	Choice of xx		From \$xx to \$xx
Cold Beverages	Choice of xx		From \$xx to \$xx
Breakfast	Choice of xx		From \$xx to \$xx
Lunches	Choice of xx		From \$xx to \$xx
Evening Dinner meals	Choice of xx		From \$xx to \$xx
Specials	Choice of xx		From \$xx to \$xx
Snacks	Choice of xx		From \$xx to \$xx
Cold display including Sandwiches	Choice of xx		From \$xx to \$xx
Hot Display	Choice of xx		From \$xx to \$xx
Sweets	Choice of xx		From \$xx to \$xx
Ice Creams	Choice of xx		From \$xx to \$xx
Other	Choice of xx		From \$xx to \$xx

### (d) Additional Benefits to BSSLSC

*The tenderer should:*

- i. Provide details for any other initiatives that would benefit the BSSLSC. Attach supporting documentation.

### (e) Fit out timeline and requirements

*The tenderer should:*

- i. Provide details for development application (if applicable), equipment required and timeline for fit out ahead of commencement of services.

## 2. Experience

### (a) Comparable Contracts or previous experience

The tenderer should provide information to demonstrate their ability in comparable contracts or business undertakings. Where applicable, denote any areas of conflict that may affect the tenderer's ability to deliver the Services to the BSSLSC.

i. Client Name A:		
Project Scope:		
Contract Term/Expiry Date:	Value Per Annum:	

ii. Client Name B:		
Project Scope:		
Contract Term/Expiry Date:	Value Per Annum:	

iii. Client Name C:		
Project Scope:		
Contract Term/Expiry Date:	Value Per Annum:	

## 3. Client Referees

The tenderer should provide a two (2) referees as to the tenderer's ability to perform the Services. Please note that the BSSLSC retains the right to conduct business and industry checks other than those specified below:

i. Referee 1	Company Name:	
	Contact Name:	
	Job Title:	
	Contact Phone:	
	Email Address:	
	Services Provided:	

ii. Referee 2	Company Name:	
	Contact Name:	
	Job Title:	
	Contact Phone:	
	Email Address:	
	Services Provided:	

## **4. Financial Accounts and Contacts/Referees**

### **(a) Audited financial statements**

*The tenderer should attach a copy of its audited financial accounts for the last three (3) financial years- or provide financial references:*

### **(b) Financial references**

*The tenderer should provide financial references to demonstrate their capacity in delivering the BSSLSC contract as set out below:*

<i>i. Bank Manager</i>	Company Name:	
	Contact Name:	
	Job Title:	
	Contact Phone:	
	Email Address:	
<i>ii. Accountant</i>	Company Name:	
	Contact Name:	
	Job Title:	
	Contact Phone:	
	Email Address:	

## **5. Litigation and Claims**

<i>i. The tenderer should confirm that there is no past, current, pending or finalised litigation against the tenderer, or provide an explanation of any such litigation</i>	YES / NO
<i>ii. The tenderer should confirm that there are no petitions, claims, actions, judgements or decisions which are likely to affect the tenderer's performance</i>	YES / NO

# Attachment3–Price

## **Financial Offer Template**

1. Tenderers must complete this form for all submitted offers.
2. Tenderers should complete the light blue shaded sections only.
3. All figures must be exclusive of GST.
4. All figures must be expressed in Australian dollars.

**TENDERER'S NAME:** \_\_\_\_\_

### **1. Preferred Tender period and Options**

We nominate the initial period be X years and the options at the end of the lease be Y years.

### **2. Complete this table for your nominated lease period.**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>
<b>Kiosk/Cafe</b>					
Kiosk/Cafe rent per month	\$	\$	\$	\$	\$
Turnover Fee (% of Gross Sales) (optional)	%	%	%	%	%
BSSLSC Patrollers discount (% of Retail Price) (optional)	%	%	%	%	%
Capital Contribution (Optional)					
Insert any other columns as required.					
<b>Functions</b>					
Function Commission (% of Function Turnover) ( <i>retained by BSSLSC</i> )	%	%	%	%	%

# The club will consider a variable monthly rent to reflect the expected off season variable cashflow during the year if proposed by the lease. Tenderer.

## **Attachment 4 – Insurance**

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**TENDERER'S NAME:** \_\_\_\_\_

The tenderer should provide proof of currency for required insurances as outlined in the table below. If tenderer does not have insurances in place it should indicate so, and provide assurance it will in place on commencement of contract.

Certificate of Currency attached	
a) Workers compensation insurance as required by law.	YES / NO
b) Public and product liability insurance for an aggregate sum of at least \$20 million per occurrence covering any liability for death or bodily injury arising out of or in connection with the provision of catering services by the caterer and the caterers staff.	YES / NO
c) Building/Facility insurance – the tenderer agrees to take out policy for leased area for duration of agreement to cover for any damage, vandalism or accidents.	YES / NO