



## **PART A 2024/NCC001: Invitation to Tender**

**For**

### **North Curl Curl Surf Life Saving Club Restaurant/Kiosk Sublease**



<b>Closing Date and Time:</b>	<b>5pm Friday 25 October 2024</b>
<b>Site Inspection:</b>	<b>From 8 October until 21 October 2024 – Strictly by appointment only</b>
<b>Place for Lodgement:</b>	<a href="mailto:procurement@nccslsc.com.au">procurement@nccslsc.com.au</a>



**Contract Name:** Restaurant / Kiosk Sublease at North Curl Curl Surf Life Saving Club  
**Contract Number:** 2024/NCC001

### Contract Overview

North Curl Curl Surf Life Saving Club Incorporated (the **Club**) invites tender submissions from suitably qualified and experienced individuals or organisations (the **Tenderer**) who are interested in obtaining a sublease to organise the Club's catering operations including the beachfront kiosk, "Bottles" kitchen and event catering in the Surf Club at North Curl Curl.

The Club is located at the northern end of Curl Curl Beach at the end of Huston Parade, North Curl Curl. Curl Curl Beach is located between Dee Why Beach and Freshwater Beach on Sydney's Northern Beaches. Curl Curl is one of Sydney's best surfing beaches. It faces the east- southeast and averages 1.6 metre waves. The beach is approximately 1.2 kilometres long and is divided into North Curl Curl and South Curl Curl.

The Club premises are located on Crown land and the Surf Club holds a new 20 year lease with Northern Beaches Council.

The kiosk and "Bottles" kitchen are an integral part of the Club, particularly during the patrol season. The preferred respondent can also apply to have a monopoly on catering for any events booked at the Surf Club. Over the past two years, from 2021 to 2023, the Surf Club has booked 26 events requiring catering.

The Kiosk and "Bottles" are currently run mainly over the Patrol Season from October through to the end of April. Key points to consider:

- 1) Alcohol is supplied by the Club for patrons under license and there is no option for BYO.
- 2) Outside seating currently only offered at "Bottles" on the verandah area on the south side of the Club.
- 3) Days of Operation should be as broad as possible and must cover entire patrol season.
- 4) Product range **must** be appropriate and affordable to the general public, particularly families.
- 5) Limited scope to alter the size of the current facility. Some potential to add value on grassed area to south of Club subject to Council approval in the future.

The Club is intending to enter a contractual engagement with the successful applicant for a Sublease arrangement. The agreement term is **3 years plus a 3 option periods of one (1) year each** option subject to an annual performance and rent review. The successful applicant shall organise and operate the Club's catering operations including the kiosk and bistro/dining areas and provide a contemporary menu offering competitive pricing and value to customers. The Lessee shall ensure adequate staffing to maintain a satisfactory level of customer service.

## PART 1 – TENDER RULES

The Tender rules as below will govern the entire Tender Process, including the assessment of all Tenders:

- This document represents the release of the Tender to the market;
- Tenders will be accepted until **5pm Friday 25 October 2024**;
- Evaluation of Tenders will be conducted against predetermined evaluation criteria as set out in Part 9 of the Invitation to Tender and within North Curl Curl Surf Life Saving Club's governance and probity framework;
- North Curl Curl Surf Life Saving Club, at its sole discretion, may shortlist Tenders and conduct interviews as deemed necessary;
- North Curl Curl Surf Life Saving Club may accept none of the Tenders submitted.
- Site Inspection is mandatory.

### Probity Environment

In the preparation of any Tender, Prospective Respondents should consider the following:

- All requests for assistance, advice, clarifications and/or further information should be directed to the contact points contained in Part 7 of this Invitation to Tender.
- Direct contact with any elected member of the North Curl Curl Surf Life Saving Club Board of Director's regarding any part of this Tender, other than those listed in Part 7, is prohibited.
- Any prohibited contact with an elected member of the North Curl Curl Surf Life Saving Club Board of Director's may result in the Respondent or Prospective Respondent and their Tender being disqualified from the Tender Process.

## PART 2 – LIST OF SCHEDULES

The following Schedules form part of this Invitation to Tender:

Schedule 1	Part A: Invitation to Tender	Information
Schedule 2	Part B: Tender Response Form	Complete and Return
Schedule 3	Sublease	Information

## PART 3 – DEFINITIONS

(a) **Alternative Tender** means a Tender which, in The Club's reasonable opinion, does not substantially comply with the requirements of this Request for Tender;

(b) **Annual Net Rent** proposed annual rental excluding outgoings, other fees or rates

payable to the Club;

(c) **Closing Date and Time** means the closing date and time specified in the Key Details;

(d) **Complying Tender** means a Tender which, in the Club's reasonable opinion, substantially complies with the requirements of this Request for Tender;

(e) **Contact Officer** means the person or people identified as a Contact Officer in Schedule 1 Part 6;

(f) **Contract** means the Sublease or the written agreement between the parties for the provision of the Services by the Lessee for the Club, as described in the Lessee's Tender ;

(g) **Lessee** means the sublessee - the party contracted to provide and perform the Services within the Sublease Agreement and is the entity whose tender for the performance of the Services the Club has accepted;

(h) **Club** means North Curl Curl Surf Life Saving Incorporated;

(i) **Financial Offer** means the annual net rent offered by the Tenderer;

(j) **Sublease** means the Sublease Agreement as attached as Schedule 3;

(k) **Sublessee** means the holder of the Sublease Agreement;

(l) **Sublessor** means North Curl Curl Surf Life Saving Club;

(m) **Lessor** means Northern Beaches Council;

(n) **Invitation to Tender or ITT** means this Invitation to Tender including all Parts, Schedules, Attachments and Annexes;

(o) **Schedule** means a schedule to the Invitation to Tender;

(p) **Services** means the supply and delivery of all services within the Sublease Agreement required to be performed by the Lessee pursuant to the Contract and all ancillary or other services whether or not mentioned in the Contract necessary for the Lessee to fully meet the requirements of the Contract, including services or works required to be performed by sub-Lessees in order for the Lessee to meet the requirements of the Contract;

(q) **Site** means the location where the Services are to be carried out or performed and the location in respect of which the Services or work or services required for the Services are performed;

(r) **Tender** means the documents submitted by a Tenderer in response to the Invitation to Tender;

(t) **Tender Response Form** means the Invitation to Tender Response Form in Schedule 2 and will form part of the Sublease agreement; and

(u) **Tenderer** means the entity or entities identified as such on the Tender Response Form and includes all persons and entities on whose behalf the entity or entities named in the Tender Form may be deemed to have lodged the Tender.

## PART 4 – THE TENDER

4.1 The Tenderer submits its Tender to perform the Services and to perform or discharge the obligations of the Lessee for the Fee set out in the Financial Offer.

4.2 In submitting a Tender, the Tenderer must comply with the terms set out in these Conditions of Tender.

4.3 The Tenderer must tender for the whole (and not part) of the Services.

4.4 The Tenderer must complete all Schedule 2 in the form required by the Invitation to Tender.

4.5 The Tenderer is required to independently acquaint and satisfy itself with all aspects of this Invitation to Tender. The Tenderer is deemed to have:

(a) examined all information relevant to the risks, contingencies and other circumstances having an effect on the sufficiency of the tendered Fee and the Tender for the provision of Services and the performance and discharge of the obligations of the Lessee that are to be performed and discharged;

(b) satisfied itself as to the correctness and sufficiency of the Tender and that the tendered Fee covers the cost of complying with the Request for Tender and all matters and things necessary for the due and proper provision of the Services and the performance and discharge of the obligations of the Lessee that are to be performed and discharged; and

(c) examined the Site and satisfied itself as to the ingress and egress to the Site, physical restrictions, environmental and safety considerations and all necessary approvals required.

4.6 The Tenderer represents and warrants that:

(a) the Tenderer submits its Tender in good faith;

(b) no information provided by or on behalf of the Tenderer to the Club is or will be false or misleading;

(c) no conflict of interest exists at the date of submitting its Tender. The Tenderer will immediately inform the Club of it becoming aware of any actual or potential conflict of interest; and

(d) the Tenderer has not colluded in any way with any other Tenderer including in an attempt to 'price fix' or decrease the competition of this Tender in any way. Evidence of collusive tendering may lead to the rejection of some or all Tenders and the Tenderers involved in such practices may be barred from tendering to the Club in the future.

4.7 All tendered fees must be submitted in Australian currency.

## PART 5 – CONTRACT FORMATION

5.1 The Tender is submitted as an offer that may be accepted by the Club through the execution of the Sublease by the parties at which time the Contract will be formed.

5.2 No contract is formed between the Club and the Tenderer unless the Sublease is executed by both parties.

5.3 Alternatively, the Club may not accept any tender and may then enter into negotiations with any Tenderer or any other person in respect of any part of the Services. In this case, there will be no binding agreement between the Club and a Tenderer or any other person until a formal contract is executed by the parties.

## PART 6 – KEY TIMINGS

Item	Description	Detail
1.	Tender Release Date	Friday 4 October 2024
2.	Tender Closing Date	5pm Friday 25 October 2024
3.	Site Visits	Site visits available for the first two weeks after Tender Release Date by appointment. Email <a href="mailto:procurement@nccslsc.com.au">procurement@nccslsc.com.au</a>  <b>From 8 October until 21 October 2024</b>
5.	Tender lodgment time	Any time up to 5pm on the Tender Closing Date. Tenders must be submitted via email to <a href="mailto:procurement@nccslsc.com.au">procurement@nccslsc.com.au</a>  Note: Respondents must keep the file size of each document below 10Mb.
6.	Validity Period	90 days from the Closing Date.
7.	Name and contact details	The Tender Contacts are the Club President, Glenn Slater or Director of Member Services, David Wymer.  Tender Enquiries Prospective Respondents are to address all enquiries in relation to this procurement in writing via email to Glenn Slater and David Wymer at <a href="mailto:procurement@nccslsc.com.au">procurement@nccslsc.com.au</a>  All enquiries must reference the Contract Number NCC001.
8.	Tender Lodgement	Tenders must be submitted via email to <a href="mailto:procurement@nccslsc.com.au">procurement@nccslsc.com.au</a>  Note: Respondents must keep the file size of each document below 10Mb.
9.	Clarifications	Cut-off for requests for clarification or further information may not be accepted on or after the date that is 3 business days prior to the Closing Date.

## PART 7 – TENDER CONTACT OFFICERS

The Tender Contacts are the Club President, Glenn Slater or Director of Member Services, David Wymer.

### Tender Enquiries

Prospective Respondents are to address all enquiries in relation to this procurement in writing via email to Glenn Slater and David Wymer at [procurement@nccslsc.com.au](mailto:procurement@nccslsc.com.au)

All enquiries must reference the Contract Number 2024/NCC001.

## PART 8 – SITE VISIT

Site visits are mandatory prior to tender submission for a tour of the available premises and equipment. Appointment dates/times can be made by emailing Glenn Slater and David Wymer at [procurement@nccslsc.com.au](mailto:procurement@nccslsc.com.au) **From 8 October until 21 October 2024**

## PART 9 – EVALUATION CRITERIA

The Evaluation Criteria and weightings are:

Evaluation Criteria	Weighting (%)
Financial Offer	40%
Business Plan – including suitability of menu and opening days/hours	35%
Qualification and Experience	20%
Ability to utilise club members for staffing on an ongoing basis	5%

## PART 10 – GENERAL TERMS AND CONDITIONS

The following comprises the General Terms and Conditions and form part of the contract.

### Details

#### Agreement

- The agreement term is **3 years plus 3 option periods of one (1) year each**
- option subject to an annual performance and rent review.
- Lessee must supply Annual Financial Statement to the Club's Board of Directors within 3 months after the end of the Financial Year. (April YE)
- Rent is as per sub lease terms
- Extension to be granted at the end of three years following full review and agreement by the Club's Board of Directors



- Any serious breach of security or inappropriate interaction with club or community members may result in immediate termination of this agreement.
- Failure to meet the financial commitments within the given time period may result in termination of this contract.
- Any termination of this contract by mutual agreement will have a minimum of 2 months' notice in writing following a meeting between the Lessee and Director of Member Services and Club President.

### **Sublease**

Sublease gives Lessee:

- Full and exclusive access to the Kiosk except for the Coolroom which remains under the Club's control.(Shared)
- Full but not exclusive access to the Kitchen to facilitate "Bottles" meals and any catering opportunities passed on by the Club's Venue Hire manager.
- The Club has priority to take over the Kitchen for Special events.
- The Lessee can book the venue through [venuehire@nccslsc.com.au](mailto:venuehire@nccslsc.com.au) for their own use above requirements when available at normal cost.

### **Kiosk Opening Hours during season**

- Weekends & Public holidays - to be fully open (no later than 9:00am) by 8:30am until the end of patrol day (as determined by SLS agreement with Northern Beaches Council) except on days of inclement weather or minimal public presence on the beach as a minimum requirement.
- Weekdays – Lessees option.
- School holiday weekdays - to open when possible, at hours to be determined by the Lessees.

### **Main Hall Kitchen Hours during season (Friday/Sunday bottles)**

- Kitchen to be open for first orders by 5:30pm and last orders to be taken by 8:30pm based on demand. Kitchen to remain open for orders to 7:00pm at a minimum.
- Start of October until end of April

### **Catering Workers**

- All workers in the catering operations must be financial members of the Club at minimum of Associate level prior to commencing work in the Kiosk.
- The Lessee is responsible for all relevant insurances for workers in catering operations, specifically public liability and workers compensation insurance.

### **Utilities (not including gas)**

- Electricity & water will be paid for by the Club.

### **Gas**

- Responsibility for checking that there is sufficient gas is the Lessees, as per the procedure determined by the supplier. The current process for ordering is for via our Caretaker who will collect and replace the gas cylinders when required. While the Caretaker is assisting with this process, it is the Lessees responsibility to ensure there is sufficient gas. Any issues with the gas supply are to be reported to the Director of Member Services.
- Supply of gas for the Kiosk is clearly marked (2 cylinders). Club kitchen gas bottles can be accessed for Kiosk, **only** if using the deep fryers for Club kitchen requirements on Friday & Sunday nights. This is not to be used for the general running of the Kiosk. There will be a small gas bottle in case of emergency which is kept by the Caretaker. Any other requirements should be requested via a Board member and notified to the Director of Member Services.



- Payment for gas is to be paid directly to the Club on account as issued by Speed gas. The Director of Finance will be responsible for requesting these payments.

**Waste / Rubbish** (this is the internal waste/rubbish created in running the catering operations)

- Lessee is responsible for all internal rubbish associated with running of the Catering operations and must not use council bins for disposal.
- Lessee to cover cost of rubbish removal associated with running of all catering operations.
- Council bins are located at the top of the car park area. Please note the council do not supply bins on the beach.
- It is the responsibility of the Lessee to ensure no rubbish accumulates in the public areas.
- Lessee will not store such items as drums of Oil or Bread/Milk crate within visibility of the public or outside of the main club house.
- Patrons should be encouraged to remove rubbish from the beach area and the Lessee should be mindful of the packaging used for disposal.

**Catering Equipment and fit-out**

- Club will provide some appliances as outlined in sub lease contract.
- Lessee is not responsible for replacement of these appliances due to general wear and tear provided the appliances have been maintained.
- Lessee is responsible for replacement of ventilation exhaust filters as required on a regular basis.
- Lessee is responsible and therefore prepared to cover the cost for damage caused to the internal fit-out of the Kiosk and main hall kitchen (e.g. tiles, lights, floors etc.), in the course of operating the catering operations for the club.
- Any damage caused by club members or maintenance workers whilst accessing the cool-room or kitchen is the responsibility of the Club.
- The Club will consider any request for changes to the fit out requested by the Lessee to facilitate their operations. The Lessee will be responsible for fit out costs.

**Cool room**

- The cool room may be used for **minimal** storage of bulk excess drinks and non hazardous food only. There is to be **no hazardous food** stored in the cool room. All drinks must be kept off the floor and must not interfere with any equipment or access to the cool room.
- The cool room is not an access area for day to day running of the Kiosk. Shelving has been approved subject to structure specifications and materials being provided for Board approval. This is the responsibility of the Lessee. Any shelving must not interfere with access to any of the Club equipment within.
- Entry to the cool room must be kept to a minimum and the door must be kept closed at all times.
- Excessive storage in the cool room may result in the access being revoked if there is any continual breach.

**Food Premises Compliance Regulations**

Northern Beaches Council reserves the right to inspect at any time. You are required to meet the requirements for food handling, hygiene, storage & other items that are the responsibility of the running of the Kiosk.

Full requirements are available at <http://www.warringah.nsw.gov.au/work/doing-business-warringah/health-and-safety/food-safety>

Main points are listed below –

- No sale of food that is damaged, deteriorated or perished; no use of cracked or dirty eggs or food past use by date

- Food protected from possibility of food contamination – thawing, processing quickly, rapid cooling, rapid reheating. FSS 3.2.2 CL 5-12
- Potentially hazardous food (PHF) is under temperature control: food receipt, storage, display and transport; less than 5°C, above 60°C. Frozen food is hard frozen.
- Dedicated hand wash facilities – warm running water, soap and single use towels. All food handlers to follow guidelines FSS 3.2.2 CL 13-18
- All equipment maintained to appropriate level of cleanliness using appropriate sanitizing methods FSS 3.2.2 CL 19-20
- Accurate digital probe thermometer readily accessible – accurate to +/- 1°C.
- Single use items protected from contamination and not reused (drinking straws, disposable utensils)
- Pest exclusion protection – housekeeping, stock rotation, pest inspection & control (NCCSLC annually)
- No cardboard packaging is to be used for storage. All items to be removed and stored in plastic – eliminates pests infestation.
- Floors, walls, ceilings to be effectively cleaned. Fixtures and fittings able to be effectively cleaned and all fridges able to be cleaned behind.

### **Cleaning**

- Kiosk and main hall kitchen must be kept and maintained by the Lessee in accordance with the current WHS legislation.
- The Lessee maintains the cleanliness of the Kiosk and the main hall kitchen in accordance with the requirements of COSSH, HACCP and any other relevant council regulations.
- All stock must be removed at the end of each season.
- All electrical equipment to be unplugged when not in use.
- Kiosk and main hall kitchen to be fully cleaned and stainless steel benchtops to be oiled regularly.

### **Keys**

- 2 sets of Keys will be issued to the Lessee for access.
  - Club Key
  - Kiosk top lock key
  - Meter room key
  - Gas Cage Key
  - Padlock keys for shutter & side grate
- These keys remain the property of the Club.
- Keys are to be signed for in the key register.
- The Club have covered the cost of the Club Keys. Should they be lost then the Lessee will be responsible for the replacement cost.

### **Ongoing Support**

- The Kiosk, Kitchen and catering activities is the responsibility of the Club's Board of Directors and is held within the Member Services portfolio. Therefore, all matters relating to the Kiosk, Kitchen and catering activities are to be discussed with the Director of Member Services or Club President.
- Any requirements for the Kiosk, Kitchen or catering activities are to be relayed to the Director Administration in writing to [memberservices@nccslsc.com.au](mailto:memberservices@nccslsc.com.au)
- Any non-urgent issues for the Kiosk, Kitchen or catering activities are to be relayed to the Director of Member Services by phone or in writing.
- If urgent matters arise contact Caretaker, Director of Member Services or Office Administrator in person or by phone.

Contract Name: Restaurant/ Kiosk Lease at NCC  
Contract Number: NCC001

--

## PART 11 – SUBLEASE AGREEMENT

The following attachment comprises the Lease agreement.

### Details

- Schedule 4 Draft Agreement for Sub-Lease

## PART 12 – TENDER RESPONSE FORM

Refer to attached Part B Tender Response Form document for completion and email to [procurement@nccslsc.com.au](mailto:procurement@nccslsc.com.au) prior to the Closing Date in either Word or PDF format.