



SCHEDULE 2 – Tender Response Form

Contract Name: Bistro / Kiosk Lease at North Curl Curl Surf Life Saving Club

Contract Number: NCC001

PART 1 – RESPONDENTS DETAILS

The Respondent must complete this Tender Response Form in its entirety, including every Part, to ensure the Tender is a Conforming Tender. Failure to provide the information may make the Tender a Non-Conforming Tender.

If the Respondent wishes to include further information than that requested in the Tender Response Form, they must complete the acknowledgement and table at the end of the relevant Part, before attaching the extra information.

The Respondent must first submit a Conforming Tender, before submitting an Alternative Tender. Alternative Tenders must be clearly and fully described.

INFORMATION REQUIRED	DETAILS
Trading Name	
Legal Business Name*	
Entity	corporation/partnership/individual/proprietor/other
Australian Business Number (ABN)	
Is the Respondent registered for GST?	Yes/No
Address	
Contact Person	
Position	
Telephone	
Email address	
Address for serving of notices:	

PART 2 – MANDATORY CRITERIA

2.1 Compliance

Insurance

The Respondent must comply with all insurance requirements as per the table below. Please provide details of your Insurance in the table provided and copies of your Policy documents with your submission

Type of Cover	Level of Cover	Duration of Cover	Response
Public Liability	Sufficient to cover the <i>Contractor's</i> potential liabilities under the <i>Contract</i> , minimum \$20 million for any one occurrence, unlimited as to the number of occurrences during each annual period of insurance.	Term of the <i>Contract</i> .	Yes <input type="checkbox"/> Certificate Attached <input type="checkbox"/> Willing to take out if successful: Yes <input type="checkbox"/> No <input type="checkbox"/>
Workers Compensation	In accordance with statutory requirements.	In accordance with statutory requirements.	Yes <input type="checkbox"/> No <input type="checkbox"/> Certificate Attached <input type="checkbox"/>
Contents Insurance	The contents owned by the Respondent in the Premises to their full insurable value against all usual risks including Food Spoilage. (Building and Contents owned by NCCSLSC are covered by the Club).	Term of the Lease	Yes <input type="checkbox"/> Certificate Attached <input type="checkbox"/> Willing to take out if successful: Yes <input type="checkbox"/> No <input type="checkbox"/>

NOTE:

- Lesse is responsible for all Kiosk stock.
- NCCSLSC is not liable for any losses due to power outage, weather or any other cause hence the Contents Insurance requirement as above.

Contract Terms and Conditions

North Curl Curl SLSC may not agree to any Respondent proposed variations or departures to any of the clauses, conditions and requirements of the Invitation to Tender documents.

I/We have read, understood and accept all of the clauses, conditions and requirements of the Invitation to Tender documentation and make this Tender accordingly.

The documentation referred to in this Part includes all Invitation to Tender documentation and any and all schedules and attachments. Any proposed departures are to be referenced below.

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

Yes No

If no, departures must be noted below. Departures and qualifications will be taken into account in the course of tender evaluation. Any departures or qualifications not shown on this Schedule will not be considered at a later date. If this schedule is left blank or marked with N/A, NCCSLSC will deem this as if the respondent agrees to all conditions.

Reference (Part and Clause)	Non Compliance	Reason for Non Compliance

Conflict of Interest

The Respondent must provide details of any actual, perceived or potential Conflicts of Interest that exist or may arise in connection with the making and/or formation of any Contract.
If there is nothing to declare, the Respondent *must* insert “None” in the space below.

Work, Health and Safety

The Respondent must provide details of their compliance with Work, Health and Safety including any breaches reported in the past 5 years.

Agreement Term

The agreement term is 3 years plus plus 3 option periods of one (1) year each subject to an annual performance and rent review.

The Respondent must agree to Annual Rent Reviews with NCCSLSC. Audited Financial Documents for the Previous Financial Year must be sighted by NCCSLSC at these reviews.

Agree: Yes No

Guarantee

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

An unconditional bank guarantee with no expiry date equivalent to three (3) months gross rent plus GST, in favour of the Lessor, will be required as security.

Agree: Yes No

PART 3 – FINANCIAL OFFER

Annual Net Rent offered by the Tenderer is \$_____ excluding GST

PART 4 – BUSINESS PROPOSAL

Nature of Proposed Business

Respondents are to complete the below:

Current Business Structure Respondents to provide an overview of the current business structure and background of the company and/or local franchise (as applicable)

Proposed Use for Kiosk Respondents are to list all uses proposed for the nominated Tenancy. Include draft menu with indicative pricing as an attachment.

Proposed Trading Hours for Kiosk Respondents are to nominate their proposed trading hours for the nominated Tenancy.	
Weekdays:	
Weekends:	
Public Holidays:	

Proposed Use for Bistro Respondents are to list all uses proposed for the nominated Tenancy. Include draft menu with indicative pricing as an attachment.

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

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Proposed Trading Hours for Restaurant

Respondents are to nominate their proposed trading hours for the nominated Tenancy.

Weekdays:	
Weekends:	
Public Holidays:	

Commitment to Sustainability

Respondents are to provide information on how they will commit to sustainable practices through this agreement.

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Innovative Proposal or Additional Information

Respondents are to provide any innovative proposals in the running of these areas or additional information supportive of their proposals.

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PART 5 – QUALIFICATIONS AND EXPERIENCE

Provide details of any recent and/or current leases that have been entered into by the Respondent in the last 5 years if applicable.

LEASE 1	
Lease Premises	Name: Location:
Nature of Lease and Permitted Use. (Provide details of Lease area and Operations undertaken on premises)	
Term of Lease	Commencement Date: Expiry Date:
Rental	\$
Referee Contact Name: Contact Number: Contact Email:	

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

LEASE 2	
Lease Premises	Name: Location:
Nature of Lease and Permitted Use. (Provide details of Lease area and Operations undertaken on premises)	
Term of Lease	Commencement Date: Expiry Date:
Rental	\$
Referee Contact Name: Contact Number: Contact Email:	

OR

Provide up to three referees, they may be approached by NCCSLSC for information when assessing the Tender. The Tenderer authorises NCCSLSC to approach the named referees.

REFEREE 1	
Name:	
Contact Number:	
Nature of Relationship/Business:	

REFEREE 2	
Name:	
Contact Number:	
Nature of Relationship/Business:	

REFEREE 3	
Name:	
Contact Number:	
Nature of Relationship/Business:	

Capability and Experience of Proposed Use

<p>Respondents are to demonstrate capability and experience relevant to the delivery of the proposed use of the Tenancy. The Tenderer is to provide the following information:</p> <ul style="list-style-type: none"> • A brief outline of the Tenderer's current business; • Details about the Tenderer's business operation in Australia, including time established, location/s, facilities, business resources, shareholdings, alliances, partnerships and any similar business relationships with other entities in or which are related to the industry in which the Tenderer operates; • Details of the Tenderers experience in the food and beverage industry, this is to include extensive details as to their experience in a business venture similar to that proposed in the Tender
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Contract Name: Restaurant/ Kiosk Lease at NCC
Contract Number: NCC001

Financial Capacity

To provide evidence of financial capacity, the Respondent must furnish the Company's financial information for the previous two (2) financial years of their latest annual return with this Tender Response Form.

Copy of latest financial statements or latest annual returns is attached.

Yes No

OR

If the Company is newly formed and is unable to provide financial information for the previous two (2) financial years, the company's adopted Financial Plan is to be included.

Copy of Financial Plan is attached.

Yes No

Respondent Declaration

RESPONDENT'S NAME:

Respondents are to note that the Respondent Declaration Part of the Tender Response Form must be signed and submitted with your Tender. Respondents may electronically sign or print, sign and scan this Part of the Tender Response Form as a separate attachment and attach it with their Tender submission.

The Respondent offers to provide the relevant Goods and/or Service to the Council in accordance with the information, standards, warranties and representations in the Respondent's submission (including this Tender Response Form) and the terms of the Contract.

The Respondent agrees that, by submitting this Tender Response Form, it is bound by the terms and conditions of, and gives all representations, warranties and acknowledgements required by, the Invitation to Tender and attached documents.

The Respondent agrees that its submission will remain open for acceptance by the Council and will be valid and irrevocable for the Validity Period.

The Respondent acknowledges that unless otherwise expressly stated, all terms used in this Tender Response Form have the meaning assigned to them in the Tender Process Terms or associated documents.

The signatories below represent and warrant that they are authorised to execute this Tender Response Form for and on behalf of the Respondent.

If this Tender Response Form is executed under power of attorney for and on behalf of the Respondent, the attorney warrants that it is duly authorised to execute this Tender Response Form for and on behalf of the Respondent and that the attorney's authority is derived under a deed.

Executed as a deed poll in favour of North Curl Curl Surf Life Saving Club.

[Execution clause for execution of this deed poll by a company]

Executed by)
)
)

..... [Insert full name of Respondent] [Insert ACN of Respondent]

..... [Signature Secretary/Director/Authorised Representative] [Signature of Director]

..... [Insert name of Secretary/Director/Authorised Representative] [Insert name of Director]

Date: / /

[Execution clause for execution of this deed poll by an individual]

Signed sealed and delivered by)
)
)

..... [Insert full name of Respondent] [Signature of Respondent]
in the presence of:

..... [Signature of witness] [Insert name of witness]

Date: / /

[Execution clause for execution of this deed poll by a Partnership]

Executed by)
)
)

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

..... [Insert full name of Partner/s] [Signature of Partner/s]
..... [Signature of Witness] [Insert name of witness]
Date: / /	