



# MIDRAND HIGH SCHOOL

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DISTRICT: Johannesburg East

EMIS 150987

*"WE PREPARE MIDRAND HIGH SCHOOL LEARNERS TO BE THE BEST FOR OUR WORLD"*

## INVITATION TO SUBMIT A PROPOSAL FOR PROVIDING TUCKSHOP SERVICES AT MIDRAND HIGH SCHOOL

- Midrand High School invites proposals from parties interested in running the school tuckshop from 1 July 2022 until 31 December 2024
- Midrand High School wishes to enter into an agreement with a service provider for the services required
- The services rendered will be for the service provider's own account, taking responsibility for all risks, including profit/loss, stock and cash control
- The service provider will operate from the tuckshop premises located on the school property subject to a lease agreement.

### BACKGROUND

The school tuck-shop of Midrand High School provides affordable light meals, snacks and soft drinks and warm drinks for learners, members of staff and/or visitors every day during school terms for public schools. Except during examination periods, the tuck-shop is required to be open from 06:30 am until 15:30.

The service provider appointed will operate in terms of a lease agreement paying rental for 10 months of the year. Water and electricity charges are EXCLUDED and is for own cost.

The Tuck-shop may be requested to donate meal/s to children in at no cost to the school as part of social responsibility.

The period of the lease agreement will be from 1 July 2022 until 31 December 2024. The lease is not renewable, but the incumbent lessee is free to submit a proposal for the pursuant lease period.

The leased premises contain some equipment and fittings and currently the premises meet the municipal health and safety requirements. The lessor would have to obtain his/her own certification prior to commencing operations.

For details regarding the scope and conditions of the service provider lease agreement, kindly see Annexure A.

## **IDENTIFICATION OF TENDERERS**

Tenderers should not identify themselves on the tender envelope or the tender bid will be disqualified if the bidder discloses its identity on the outside of the sealed tender envelope.

If tenderers are allowed to amend their tenders after tender submission but before tender closing, the amendments should be submitted in the same manners as for submitting the tenders in the first instance.

## **PREVENTION OF GAINING AN UNFAIR ADVANTAGE**

The bidder, its employees and/or agents shall not offer any advantage or gift or incentive of any kind to any member of staff of the school, any school governing members or any parent or other person in a committee responsible for considering any matters in relation to the tender. Any such offer by the bidder or its employees or agent will render the proposal null and void. The school may also cancel the contract awarded and hold the bidder liable for any loss or damage the school may sustain

## **PROPOSAL CONTENT**

The following must be submitted with the proposal:

- 1) Contact details of the applicant,
- 2) Applicant's ID, CV including details of relevant experience and names and contact details of referees,
- 3) Company Registration, if applicable
- 4) Tax clearance certificate,
- 5) Police clearance certificate of the applicant (all employees will have to have valid police clearance certificates),
- 6) Valid health and safety certificates for operating similar ventures, if available,
- 7) Declaration of interest stating any existing relationship/acquaintance with any member of the school governing body or member of the panel adjudicating the proposal known to the applicant, and
- 8) A comprehensive proposal addressing the requirements specified in the Bid document (Annexure A) including:
  - a) business plan for operating the tuckshop, including any innovations and special offerings.
  - b) details of menu, pricing, presentation, and portion size.
  - c) Offer in terms of RENTAL per month

## **INFORMATION SESSION**

Interested parties are invited to attend a question-and-answer session and to view the tuckshop premises on 26 May 2022 at 15:00

Please email N Zungu at [n.zungu@midhigh.co.za](mailto:n.zungu@midhigh.co.za) to inform the school that you will be attending the session.

## **TIMELINES**

- Deadline for submission of proposals is 3 June 2022 at 12:00. These should be handed in at the Secretary's office of the school clearly marked Tuckshop Tender MHS\_05/2022
- **No late applications will be accepted.**
- An adjudication committee appointed by the school governing body will evaluate all proposals and may invite applicants for an interview and request that sample items from the menu detailed in the proposal be provided for sampling.
- If you have not heard from the school by 10 June 2022 (date), please regard your application as unsuccessful.
- **Midrand High School reserves all its rights, including the right not to appoint any provider.**

## **ANNEXURE A:**

### **Scope and Conditions of Lease Agreement**

1. The leased premises shall be used only for the storage, preparation, provision and sale of food and beverages to learners and staff of, and visitors to, the school, and related activities, and for no other purpose without the prior written consent of the lessor.
2. The lessee shall undertake to offer for sale food and beverages in the leased premises at the following times:
  - (a) Monday to Friday 06:30-15:30, unless indicated otherwise by Covid-19 regulations.
  - (b) The lessee will be required, on request with at least 48 hours' notice, to provide light catering for school activities.
  - (c) The lessee may choose to operate the tuckshop on Saturdays and Sundays when there are activities at the school except on days that have been identified as fundraising events.
  - (d) Special circumstances may require extended or reduced operating hours. The lessor and lessee will agree to the changes in advance of their implementation.
  - (e) If the lessee wishes to temporarily close operations or reduce operating hours, he/she must discuss this with the principal in advance.
3. The lessee shall not be entitled to operate during any of the school's major fundraising activities in any given year. In this regard the parties record that the lessee will be provided with a list of such activities so as to prevent any confusion in this regard, which list may be amended upon 48 hours written notice to the lessee.
4. The lessee shall ensure that the quality and approved range of the food sold to the learners is of a consistently high and acceptable standard and is prepared under hygienic conditions according to the health standards required by the Health Department of the local authority with regard to the preparation, storage and serving of food and drink items.
5. The lessee shall ensure that the prices of all items sold by the tuck shop remain reasonable and market competitive (i.e. comparable to prices charged by tuck shops at other schools under similar circumstances), and obtain written approval from the school governing body for price increases relating to food items sold.
6. The lessor and the lessee shall, from time to time, at the request of either party, review the range, quality and prices of the food and beverages which are prepared or sold in the leased premises.
7. The lessee shall ensure that the service provided to the learners is of a sufficiently high standard, as determined by the governing body.
8. The lessee shall not be entitled to operate during any of the school's major fundraising activities in any given year. In this regard the parties record that the lessee will be provided with a list of such activities so as to prevent any confusion in this regard, which list may be amended upon 48 hours written notice to the lessee.

9. The lessee is responsible for ensuring that any and all health regulations (including Covid-19 protocols) and/or municipal by-laws presently enforced, or that may be enacted in the future, are strictly adhered to. The lessee further undertakes to be fully responsible for any contravention of such regulations and/or by-laws and hereby indemnifies the lessor for any and all consequences that may arise as a result of the lessee's breach of any of the aforementioned regulations and/or by-laws, by which indemnification shall specifically include any fine that may be imposed by any regional service council, and/or municipality, and/or court of law, or which may arise from any injury, sickness, loss of life of any learner/s and/or staff or any other person/s arising out of the sale and consumption of goods purchased from the lessee and the lessee further undertakes to acquire the necessary insurance covering herself against any and all claims that may arise in this regard, and furnish proof of such insurance to the governing body.
10. The lessee will ensure that he/she and all staff members have SA police clearance certificates and application has been made to check that the name of none of these persons is on the Sex Offenders' Register. Further information about this requirement can be obtained from the principal.
11. The lessee will comply with the requirements of the Occupational Health and Safety Act regarding safety in the workplace.
12. The lessee has been informed that his/her staff wear gloves, face coverings, i.e. suitable face masks and hair nets as well as closed shoes when handling/preparing food in terms of the health regulations.
13. Unless the lessor otherwise decides in writing, the lessee shall not be entitled to sell items on a credit basis.
14. The lessee may operate a debit/credit card machine for selling items from the tuck shop.
15. The lessee must report any electrical or other faults such as plumbing etc. immediately to the principal or his delegate.
16. If allowed by the principal, the lessee may deliver food items and soft drinks to offices or educators in their classrooms but not to any learner.
17. The lessee will be provided with two sets of keys for the leased premises.
18. The lessee will be provided with an alarm code and is required to arm and disarm the alarm system according to instructions provided from time-to-time. The lessor shall not be held liable for losses incurred by the lessee because of a breach of security howsoever caused.
19. The lessee will be allocated one parking space close to the leased premises.
20. Persons making deliveries to the leased premises must observe the speed limit and drive with caution.
21. Weapons, alcohol, and illegal drugs may not be brought onto the school property. Smoking tobacco and the use of hookah pipes, electronic cigarettes and cannabis and other controlled substances are also prohibited on the school property.

The lessee may deposit waste generated in the course of operating the tuckshop in the waste bins provided. The lessee is responsible for managing waste in a hygienic and safe manner at all times.