



MARITZBURG COLLEGE

Date: 12 September 2023

INVITATION TO SUBMIT A TENDER FOR THE RENTAL OF THE FOOD COURT AT MARITZBURG COLLEGE

1. Introduction

- Maritzburg College wishes to appoint a service provider with suitable experience to operate and manage the School Food Court (including the Tuck Shop, Zarm Farm and the Goldstones Tuck Shop) as an independent business, from 1 January 2024 to 31 December 2026.
- The Maritzburg College School Governing Body invites established firms with suitable experience in similar operations to provide bids for these services:

2. Definitions / Other details:

- **“College” or “the School” or “Lessor”**: Maritzburg College, a state school, registered non-profit organization, and registered VAT vendor.
- College registration number: **EMIS 199800**.
- **“Food Court”**: includes the operations of the School Tuck Shop, the Zarm Farm and the Goldstones Tuck Shop.
- **“Service Provider” or “Lessee”**: the entity who submits a tender in terms of this document.
- **“the Services”**: the provision of drinks, eats, Zarms and sweets described in this tender.
- **“Award Committee”**: The committee representing the College School Governing Body in evaluating and awarding the successful tender. The decision of the Award Committee is final.
- **“the Contract”**: a formal contract of agreement to be drawn up between College and the Supplier.
- **“the RFP”**: The Request For Proposal to be returned to College.
- **“Zarm”**: a toasted Cheese sandwich made in terms of the specifications of the School and whose price is regulated by the School.

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3. OVERVIEW OF SERVICES REQUIRED

College invites suitably qualified service providers to operate and manage the College Food Court. The Food Court provides affordable light meals, snacks and soft drinks for learners and staff every day during school terms (for government schools) and is required to be open from 06:30 am until 15:30 pm on all school days.

The service provider appointed will operate in terms of a lease agreement paying rental for 10 months of the year. (No rental to be paid in July or December), with water and electricity charges included in the rental amount.

The period of the lease agreement will be from 1 January 2024 until 31 December 2026 (three (3) years). The lease will be retendered at the end of the three-year period.

The RFP submissions should be aimed at convincing the Award Committee of:

- The experience, suitability, and professionalism of the company to manage and provide the Services.
- The financial viability of the proposal, including the total income to College, detailing the resources to be used to manage the Food Court and the total rental income being offered to College including VAT.
- Please note that you must include VAT in the calculation of the rental value as College is a VAT vendor and would need to charge VAT on all rental invoices, this requirement is not affected by the Service Provider's own VAT status.

2. RETURNABLE DOCUMENTS

The submission should include, but not be limited to the following:

- Covering letter on company letterhead;
- Executive Summary;
- Annexure A, signed and dated;
- A comprehensive proposal addressing the requirements specified in the Bid document (Annexure A) including:
 - business plan for operating the outlets, including any innovations and special offerings.
 - details of menu, general stock to be sold, pricing, presentation, and portion size.
- A minimum of two current references;
- Police clearance certificate of the applicant (all employees will have to have valid police clearance certificates before being allowed to work on the premises),
- Valid health and safety certificates for operating similar ventures, if available,
- 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,
- Any other documents deemed appropriate for consideration, e.g.
 - Company registration documents
 - Tax Compliance PIN
 - B-BBEE Certification
 - Public Liability Insurance
 - SDL Registration Certificate
 - Letter of Good Standing: Compensation Fund
 - Letter of Good Standing: UIF

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3. TIMELINES

- Non-compulsory briefing meeting 10 October 2023
- Deadline for questions pertaining to the RFP is: 17 October 2023
- Submission of Proposal (1 x electronic version): 31 October 2023 at 11h00
- Announcement by College on tender award: 30 November 2023
- All communications are to be submitted to: smithk@mcollege.co.za
- All Proposals are to be electronically submitted to smithk@mcollege.co.za
- All correspondence to include the subject line "Food Court Proposal".

4. TENDER AWARD

College reserves the right to make a discretionary contract award, a partial award, or no award without providing details for its decision. No part of this tender award may be sub-contracted.

The following criteria will be considered in the award of the tender:

- (a) Rental offered
- (b) Ability to efficiently provide the Services
- (c) Quality of food
- (d) Professionalism, expertise and track record
- (e) Locality
- (f) Added value services provided

The Award Committee 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.

5. OPERATIONAL REQUIREMENTS

- 5.1 The Food Court must provide affordable light meals, snacks and soft drinks for learners and staff every day during school terms for government schools. The menu and range of products are to be approved by School Management.
- 5.2 The pricing of all items sold at the Food Court must be fair to the consumer and approved by School management.
- 5.3 Opening Hours
 - The Food Court (excluding the Goldstones Tuck Shop) is required to be open from 06:30 am until 15:30 on all school days.
 - The Goldstones Tuck Shop is required to be open for weekend sport fixtures, special occasions and events, these dates will be communicated on an annual basis by the School Management.
- 5.4 The leased premises contain some equipment and fittings listed below:
 - Hot Food Section/Zarm Farm: 1 X Gas tabletop double bowl fryer, 1 X gas flat griller, 2 X electric warmers, 1 X warmer 1X double glass door display fridge, 6 X toasters 1 X microwave, 1 X chest deep freeze and 1 X large pedestal fan.
 - Tuck shop School: Fridges belong to Coke Cola (ABI) and Thirsti.
 - Tuck shop – Goldstones: Empty shell/No equipment
- 5.5 The purchase, replacement and management of all stock is the responsibility of the Service Provider.

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- 5.6 College currently has a sponsorship agreement with Thirsti, this contract obligates the School and all Service Providers operating on the premises to only stock water or any other related products produced by Thirsti.
- 5.7 Currently the premises meet the municipal health and safety requirements. The Service Provider would have to obtain his/her own certification prior to commencing operations.
- 5.8 For details regarding the scope and conditions of the service provider lease agreement, kindly see Annexure B. The full proposed lease agreement is attached to this tender document and will be negotiated with the successful tenderer.

6. PRICING

Pricing needs to be fixed for the duration of the contract period.

For the purpose of the RFP submission, Value Added Tax must be included in the bid price.

Tenderers are requested to submit their pricing data per **Annexure 1**.

Mr. K Smith
DIRECTOR: COLLEGE BUSINESS

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**MARITZBURG COLLEGE – FOOD COURT TENDER FOR A THREE-YEAR PERIOD
ANNEXURE A: SUMMARY RETURNABLE RENTAL SCHEDULE**

Name of Tenderer	
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DESCRIPTION	Rental per Month	No of Months	Total Rental 2024	Total Rental 2025	Total Rental 2026
School Tuck Shop/Zarm Farm/Goldstones Tuck shop		36			
Subtotal					
VAT at 15%					
Total Including VAT					
Grand Total					

Please note: The School is a VAT vendor and as such you are required to include VAT at 15% in the calculation of your rental proposed.

Grand Total in writing: _____

Signed: _____

Date: _____

Company stamp

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MARITZBURG COLLEGE – FOOD COURT TENDER FOR A THREE-YEAR PERIOD ANNEXURE B: CONDITIONS OF THE FOOD COURT LEASE

- 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:
 - 2.1 Normal school days -Monday to Friday 06:30-15:30, unless indicated otherwise by other regulations and as per the school calendar at the Goldstones Tuck shop.
 - 2.2 The Goldstones Tuck Shop is required to be open for weekend sport fixtures, special occasions and events, these dates will be communicated on an annual basis by the School Management, except on days that have been identified as fundraising events.
 - 2.3 The lessee may be requested, with at least 48 hours' notice, to provide light catering for school activities.
 - 2.4 Special circumstances may require extended or reduced operating hours. The lessor and lessee will agree to the changes in advance of their implementation.
 - 2.5 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 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.
- 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) or per agreement with the school (Price of Zarms), and obtain written approval from the school 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 school.
- 8 The lessee is responsible for ensuring that all health regulations 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 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 school.
- 9 The lessee will ensure that he/she and all staff members have 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 School's Human Resources Department.
- 10 The lessee has been informed that his/her staff wear gloves and hair nets when handling food in terms of the health regulations.

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- 11 Unless the lessor otherwise decides in writing, the lessee shall not be entitled to sell items on a credit basis.
- 12 The lessee will be provided with two sets of keys for the leased premises.
- 13 The lessor shall not be held liable for losses incurred by the lessee because of a breach of security howsoever caused.
- 14 Persons making deliveries to the leased premises must observe the speed limit and drive with caution.
- 15 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 are also prohibited on the school property. [If the school has a designated smoking area that meets legal requirements, the lessee may be advised that smoking tobacco is permitted only in that area.]
- 16 The lessee may deposit waste generated while operating the tuckshop in the waste bins located at the refuse recycle depot near the laundry. The lessee must provide its own waste and refuse disposal equipment. Maritzburg College will not be responsible for all waste disposals. The lessee is responsible for always managing waste in a hygienic and safe manner.

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