



Application for operation of Tygerberg High School's tuck shop

(Closing date for offers: _____ at school's admin office)

Name of person/business submitting the application: _____

If a business, registration no: _____

Name of responsible person: _____

ID: _____

Physical address line 1 _____

Physical address line 2 _____

Physical address line 3 _____

Physical address line 4 _____

Contact number _____

I/we hereby offer an amount of

R _____

(in words)

On an attached document, please specify in full:

1. The hours you will be open for business
2. The products you are planning to sell and the prices at which these will be sold

The building is open for inspection during school hours, and the following items are part of the agreement:

- The building
- The following equipment is provided by the Governing Body:

- 1 x 2-door Indesit vertical fridge
- 1 x 2-door Kelvinator vertical freezer
- 1 x Kelvinator chest freezer
- 1 x 20 liter urn
- 1 x mounted stainless steel table
- 1 x Samsung microwave oven
- 1 wire(covered with plastic) shelf for chips
- 2 1 x 4-plate Fuchware stove with oven

Mentioned equipment remains the sole property of the landlord at all times. For the duration of the rental agreement the tenant may make free use of the equipment and agree to give the equipment back to the landlord at the end of the rental agreement, normal use and wear and tear excluded. If

however the equipment are damaged in any way that could not be attributed to normal wear and tear, the tenant will be responsible for such loses.

Upon acceptance of your offer you will be requested to sign a written agreement.

Please negotiate all special requests beforehand and stipulate these in the agreement in writing.

This agreement inter alia includes the following terms and conditions:

- One month's rental must be paid as deposit when the contract is signed.
- The school reserves the right to give two months' notice of the termination of the contract.
- You as lessee undertakes to lease the building for one full year from the date of commencement of 1 January 2018 until the end date of 31 December 2018.

Name

Signature

Date

NOTICE TO ALL INTERESTED PARTIES

Interested parties are invited to apply for the operation of the Tygerberg High School tuck shop in the 2018 school year.

Applicants must deliver their applications in a sealed envelope, by hand, to Mr W Herselman - principal, Tygerberg High School, Fairfield Street, Parow before or on _____.

Further information is available from the principal on (021) 939-2023.

CONDITIONS

1. GENERAL INFORMATION

Applications are called for the operation of the school tuck shop as well as the sale of refreshments during events after school in the 2018 school year.

The amount offered is an all-inclusive amount per month for a period of ten (10) months from 1 February 2018 to 1 November 2018, payable monthly. However, the service must be rendered for the full school year from January to December 2018.

2. APPLICATION FORM

Applicants must complete the form in black ink and in clearly legible print. The amounts are not subject to any retentions and must be shown as a fixed price per month. A duly authorised person must sign the application on behalf of the applicant.

3. ADDITIONAL INFORMATION

The applicant must give a brief summary of how he/she intends rendering the service, the products that will be provided and any deviations of specifications proposed for this application, etc.

This information is required to enable the Governing Body to make a clear value assessment of the applicant's proposal.

4. TERM OF VALIDITY OF APPLICATIONS

Applications will be valid for a period of 30 days after the application period has closed.

Should an applicant:

- i. withdraw his/her application during the term of validity of the application; and/or
- ii. give notice of his/her inability to execute the contract; and/or
- iii. fail to sign the agreement;

he/she is liable for and must pay any costs, losses or damage suffered or that might be suffered, upon request to the Governing Body.

5. ACCEPTANCE OF APPLICATION

The Governing Body is not obliged to accept the highest or any application. Any decision of the Governing Body about the acceptance of the applicant is final and the Governing Body is not obliged to give a reason for the acceptance or rejection of an application.

If the contract is awarded based on information provided by the contractor and which is proven to be untrue after the agreement has been concluded, the Governing Body may, in addition to any other legal remedies at its disposal:

- i. cancel the contract summarily and recover any costs, losses or damage suffered by the Governing Body; and/or
- ii. impose a fine of a maximum of 5% of the value of the contract.

6. JURISDICTION

All applicants accept the jurisdiction of the magistrate's court. A domicillium citandi et executandi in Cape Town must be selected and indicated in the tender.

7. STAMP DUTIES

The successful applicant must pay the stamp duties for the acceptance of the contract.

8. TAXES AND CHARGES

The bid amount excludes all taxes and charges.

9. COSTS

The costs of the preparation of the application cannot be recovered from the Governing Body or Tygerberg High School.

10. ASSUMPTIONS

The Governing Body cannot provide any guarantees of any expected sales during school hours or at events after school. The applicant makes any assumptions in this respect at his/her own risk.

CONTRACT CONDITIONS

11. CONTRACTOR'S OBLIGATIONS

The contractor must operate the tuck shop on a daily basis at the times specified in the application and/or approved by the Governing Body. Break times may change from time to time in accordance with school activities.

After school sales will be done at all official after school events.

During events after school the contractor is responsible for the total handling of all sales of refreshments, food and cold drinks to the spectators and participants. The contractor takes full responsibility for all security arrangements with regard to his/her handling of cash and the protection of stock.

If so requested, the contractor must enter into and on the applicable form prepare an agreement with such amendments as agreed to by the Governing Body and the contractor.

12. AUTHORITY OF THE PRINCIPAL

The principal of Tygerberg High School exercises authority over any aspects of the operation of the tuck shop and sales during events after school that contravene the good order of the school. The contractor acknowledges and accepts such authority.

Failure to comply with this within reason, will be deemed non-performance.

13. CONTRACT DOCUMENTS

The various documents forming the contract must be taken as mutually explanatory. In the event of ambiguities or uncertainty the contractor must refer it to the Governing Body for clarification and correction. The contractor is responsible for the consequences of his/her failure to have taken this precaution.

14. SERVING OF NOTICE

For the purpose of this contract a written notice is deemed to be duly served if it was delivered by registered post to the contractor and/or Governing Body at the respective addresses contained in the contract.

15. PAYMENT

The contractor undertakes to pay, before or on the third day of each month, such amount offered for the operation of the tuck shop and for sales after school, free of any retentions, to the accounting officer of Tygerberg High School.

Failure by the contractor will be deemed non-performance.

16. SUBLETTING

The contractor may not sublet any part of this contract without the written permission of the Governing Body and subject to any conditions imposed by the Governing Body.

Such permission, if granted, does not relieve the contractor of his/her obligations in terms of this contract.

17. CANCELLING OF CONTRACT

The Governing Body may suspend this contract in the event of:

- i. non-performance by the contractor; and/or
- ii. changes to the regulations or instructions by the Department of Education or the city council affecting the operation of the tuck shop or sales after school; and/or
- iii. circumstances which may arise resulting in the designated tuck shop space no longer being suitable for the operation of the tuck shop.

In no such case does the contractor have any claim against the Governing Body.

18. CLAIMS

Should the contractor wish to lay any claim, it must be submitted to the Governing Body in writing within fourteen (14) days after the circumstances which gave rise to the claim. Such claim must include full details of the circumstances leading up to it. The claim must be properly motivated, setting out the circumstances and supporting provisions as well as the extent thereof.

19. PRODUCTS

The application must include a full list of products (with brand names) to be sold. The pricelist must be displayed clearly visible to learners and also forwarded to parents once a month.

The contractor may request the Governing Body to grant permission for the sale of stationery and novelties from the tuck shop as well.

The Governing Body reserves the right to prohibit the contractor from selling certain products should the Governing Body be of the opinion that such products would be in conflict with the school's ethos and character. No alcoholic products or drugs may be sold.

The contractor undertakes not to keep and/or sell any products on site that might negatively impact the Governing Body's insurance risk in any way. The contractor takes full responsibility for all purchases and storage of products.

20. SELLING PRICE

The contractor undertakes to sell products at a price not higher than that of cafes adjacent to or in the immediate vicinity of the school.

21. FACILITIES

The school tuck shop is operated from the space currently provided for the tuck shop as well as that at the tuck shop at the Tygerberg High School's sports grounds. The Governing Body does not provide insurance against crime and should such losses take place, the insurance of the tuck shop contents lies with the contractor.

Sales after school at the school's sports grounds take place at the sales venue at the school's sports grounds as well as at other spaces as permitted by the principal, upon request by the contractor.

22. EQUIPMENT

The contractor is responsible for the installation of equipment (e.g. fridges) at the various sales venues. The existing electrical wall sockets may be used for this purpose. The contractor undertakes not to perform any actions that will overload the electrical circuits or increase the school's risk.

Payment of electricity is deemed to be included in the monthly tariff against which the contractor will be operating the tuck shop.

Should there be a disruption of the power supply to the various venues, the Governing Body will not be held liable for any damage to equipment or resulting damage of whatsoever nature that the contractor may suffer.

23. DELIVERY OF PRODUCTS

The contractor must make arrangements for the delivery of products within normal office hours. The contractor him-/herself is responsible for receiving and controlling all stock and may not involve any staff or learners of the school.

24. CONTRACT PERIOD

The contract will be valid for a period of one year. The Governing Body reserves the right to extend the contract period for an additional year at such contract amount as mutually agreed to with the contractor, which amount may not be lower than the contract amount of the first year of the contract. The contract period may only be extended twice, upon which applications must be invited again.

The Governing Body, however, does not give any assurance that the option for extension will be exercised in any year.

SPECIFICATIONS

25. DESCRIPTION

The application sets out the operation of a school tuck shop from a designated space during the 2018 school year, before school from 07:00 to 07:25, during the breaks of all school days as well as its operation after school from 14:00 to 15:00 and the sale of food and refreshments during events after school. The tuck shop must be operated for the duration of matches during sports afternoons when visiting schools participate against Tygerberg High School. During practice afternoons the tuck shop must be open until 16:00. The latter will also be run from a designated sales venue at the sports grounds of Tygerberg High School.

26. PRODUCT REQUIREMENTS

The contractor is allowed to keep and sell any products of a good and acceptable quality, provided that:

- It is healthy and popular among the learners.
- It supplements food brought from home.
- The food sold provides sufficient nutritional value for growing children.
- Colourings and flavourings are limited since many children have food allergies, in particular for colouring agents and preservatives.
- Products serving as light lunches form part of the selection offered.

The following must form part of the variety on offer but is not limited to:

- Salads or fruit
- Fruit juice
- Nutritional soup in winter
- Variety of sandwiches
- Yoghurt and drinking yoghurt
- 'Biltong' and 'droë wors' and similar meat products

Hoërskool TYGERBERG High School

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