PINELANDS COMMUNITY IMPROVEMENT DISTRICT

(Pinelands CID)

Request for Proposal (RFP)

For the provision of Audit Services

1 July 2023

Acronym	Full Description
CID	Pinelands Community Improvement District or 'Pinelands CID'
NPC	Non-Profit Company, management body of the CID
Board	Pinelands CID NPC Board of Directors
Business Plan	Business Plan of Pinelands CID (Period: July 2023 - July 2025)
SRA	Special Rating Area
RFP	Request for Proposal
SP	Service Provider, submitting a proposal
Council	City of Cape Town Council

Important Dates*	
RFP published	
Closing date and time for submission of proposals	10 July 2023, 4pm (see delivery address below)
Contract commencement date	15 July 2023

Introduction and overview

In 2022, residents in Pinelands, Cape Town took the initiative to seek sustainable solutions to Public Safety and other concerns in the area. The City of Cape Town Council approved the resulting application of the 26th May 2023.

The CID's business model involves strategic partnerships with carefully selected, established and reputable service providers.

This document serves as a formal invitation to submit a proposal for the provision of audit and associated CIPC reporting services for the CID.

Geographic Boundaries of the Pinelands CID

Pinelands CID is created by the following boundaries:

- Northern Boundary: Up to and including ERF 3078 (Old Mutual Head Office)
- East Boundary: Along the Western Boundary of Jan Smuts Drive until it intersects with the Railway Reserve
- South Boundary: Along the North Boundary of the Railway Reserve and the Golf Course
- Western Boundary: Along the Eastern side of the Railway Reserve, skirts the Pinelands Business Park up to Avonduur Road. Along Sunrise Road ERF 110934, Wattle Grove Road and properties both side of Ambleside.

Diagram

The Pinelands CID is comprised of the area enclosed by the red line on the map below:

pinelands cid - boundary map (2018) v2a.docx

Scope of Work (SOW)

The solution will be funded by an additional rate paid by property owners in the CID.

Core services:

Minimum services to be provided include the following:

1. Annual Audit – year-end is June.
2. Reporting as required to the Pinelands CID board
3. Reporting as required to the City of Cape Town

Optional services:

The SP may optionally offer the following services. Utilization of these services is at the sole discretion of the Pinelands CID:

1. Reporting as required to the CIPC (Companies and Intellectual Property Commission) to maintain compliance.
2. General maintenance as required of the Pinelands CID's company registration with the CIPC including filing of any changes in directors, etc.

3. Provision of reporting to:
    a. The Pinelands CID on a monthly basis
    b. The City of Cape Town, in a such a format that meets the requirements of the Municipal Property Rates Act, 2004 (Act No. 6 of 2004) (the "MPRA"), and the Community of Cape Town: Special Rating Area By-law, 2012, as amended (the "By-law").

The SOW may be amended during subsequent years to match evolving needs.

Proposal requirements

The proposal must include the following:

- A brief description of the SP's business (corporate profile) and value proposition
- The exact nature of the service that will be provided (based on the information contained in this RFP and the SP's own risk assessment or due diligence)
- A proposed operating model (that also details how the interface between the SP and CID will be managed)
- Examples of management reports
- A description of contract pricing (given the scope of services that will be provided). This should be in sufficient detail for the CID to calculate the full monthly cost of the services provided
- A detailed breakdown of cost exclusions
- Payment terms and conditions (including annual fee escalation policy)

Terms and Conditions

The following Terms and Conditions will apply:

- All responses must be received on or before the date and time indicated on the cover page of this document. All late responses will be rejected.
- All proposals will be considered binding offers. Prices proposed must be valid for the period 1 August 2023 through to 30 June 2024.
- The final award will be contingent upon the successful establishment of the SRA.
- The Board reserves the right to accept or reject any proposal, or to cancel the solicitation process at any time, and shall have no liability to SPs for such rejection or cancellation.
- The Board reserves the right to accept all, or part of a proposal when an award is made.
- All information provided by the CID in this RFP is offered in good faith. Individual items are subject to change at any time, and all SPs will be provided with notification of any changes.
- The CID is not responsible or liable for any use of the information submitted by SPs, or for any claims asserted therefrom.
- The CID reserves the right to require any SP to enter into a non-disclosure agreement (NDA).
- The SPs are solely obligated to pay for any costs, of any kind whatsoever, which may be incurred by a SP, or any third parties, in connection with the RFP-process.
- The Board will have no obligation to provide reasons for its decisions.

- Proposals must be submitted in English, in PDF format and delivered before or on the date and time indicated in the "Important dates" section of this document by email to finance@Pinelandscid.co.za

Contract Duration

The CID wishes to enter into a month-to-month professional services contract.

Solicitation Process

SPs will have the opportunity to raise questions relating to the RFP on or before the questions closing date on the cover page. Questions must be submitted via e-mail to finance@Pinelandscid.co.za Answers to questions will be provided timeously. Questions and answers will be made available to SPs who confirmed interest in submitting a proposal.

Selection Criteria

The Board evaluation team will consider the following criteria:

- Completeness of the proposal
- The SP's experience with similar contracts
- Cost
- The SP's industry profile
- The SP's legal compliance

All SPs will be notified via e-mail of the outcome of the process. There will be no debate as to the reasons for the decision.

Additional Information Required

The following information is required and may be appended as an Addendum to the proposal.

Company Details

- Company Name
- Trading Name
- Company Registration Number
- Ownership
- BBBEE-status
- Physical Address
- Postal Address
- Contact Person
- Mobile Number
- E-mail Address
- Details of local office
- Organisational Chart (local office)
- Full description of to-be-deployed resources (by level, qualification and competency)
- An indication of reserve capacity (to deal with absenteeism)

General

- The CID shall enter into a service level agreement (SLA) with the successful SP. The attention of SPs is drawn to Annexure A.
- Additional info and context may be found on the CID's website (https://www.pinelandscid.co.za)

ANNEXURE A

GENERAL CONDITIONS THAT WILL BE APPLICABLE TO THE SERVICE LEVEL AGREEMENT (SLA)

INSURANCE

The services supplied under the contract shall be fully insured.

ASSIGNMENT

The contractor shall not assign, in whole or in part, its obligations to perform under the contract, except with the CID's prior written consent.

SUB-CONTRACTS

The contractor shall notify the CID in writing of all sub-contracts awarded under this contract, if not already specified in the proposal. Such notification, in the original proposal or later, shall not relieve the contractor from any liability or obligation under the contract.

DELAYS IN THE CONTRACTOR'S PERFORMANCE

- The performance of services shall be made by the contractor in accordance with the time schedule prescribed by the CID in the SLA.
- If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely performance of services, the contractor shall promptly notify the CID in writing of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the contractor's notice, the CID shall evaluate the situation and may at its discretion extend the contractor's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of the SLA
- The right is reserved to have minor essential services executed by another party if an emergency arises, or when the contractor's services are not readily available.

PENALTIES

If the contractor fails to perform the services within the period(s) specified in the SLA, the CID shall, without prejudice to its other remedies under the SLA, deduct from the contract price, as a penalty, a sum calculated on the unperformed services using the current prime interest rate calculated for each day of the delay until actual performance.

TERMINATION FOR DEFAULT

The CID, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate this SLA in whole or in part if the contractor:

- Fails to deliver any or all of the services within the period(s) specified in the SLA, or within any extension thereof granted by the CID
- Fails to perform any other obligation(s) under the SLA; or

- In the judgment of the CID, has engaged in corrupt or fraudulent practices in competing for, or in executing the contract.

In the event that the CID terminates the contract in whole or in part, the CID may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the contractor shall be liable to the CID for any excess Page 4 of 10 costs for such similar services. However, the contractor shall continue the performance of the SLA to the extent not terminated.

FORCE MAJEURE

- The contractor shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the SLA is the result of an event of force majeure.
- If a force majeure situation arises, the contractor shall promptly notify the CID in writing of such condition and the cause thereof. Unless otherwise directed by the CID in writing, the contractor shall continue to perform its obligations under the SLA as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

TERMINATION FOR INSOLVENCY

The CID may at any time terminate the SLA by giving written notice to the contractor if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the CID.

SETTLEMENT OF DISPUTES

- If any dispute or difference of any kind whatsoever arises between the CID and the contractor in connection with or arising out of the SLA, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the CID or the contractor may give notice to the other party of its intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

LIMITATION OF LIABILITY

Except in cases of criminal negligence or wilful misconduct:

The contractor shall not be liable to the CID, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the contractor to pay penalties and/or damages to the CID.

APPLICABLE LAW

The SLA shall be interpreted in accordance with South African laws.

TAXES

The contractor shall be entirely responsible for its own tax affairs

No SLA shall be concluded with any SP whose tax matters are not in order. Prior to the award of a bid, SARS must have certified that the tax matters of the preferred SP are in order.

TRANSFER OF CONTRACTS

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the CID.

CONFIDENTIALITY

The CID and the contractor may disclose to each other confidential information relating to the business or operations of either party.

The information to be disclosed is confidential and proprietary to the contracting parties and each of the parties is willing to disclose mutually this information for purposes of entering into an SLA only, and undertake to protect and keep confidential such information.

AMENDMENT OF THE SLA

An agreement to amend or vary the SLA, or order or the conditions, stipulations or provisions thereof shall not be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties.