



**PINELANDS COMMUNITY IMPROVEMENT  
DISTRICT**

(Pinelands CID)

**Request for Proposal (RFP)**

**For the provision of Social Development services:**

Displaced People Intervention in Pinelands

**October 2024**

Acronym	Full Description
<b>CID</b>	Community Improvement District
<b>PLCID</b>	Pinelands Community Improvement District or 'Pinelands CID'
<b>NPC</b>	Non-Profit Company, management body of the CID
<b>Board</b>	Pinelands CID NPC Board of Directors
<b>Business Plan</b>	Business Plan of Pinelands CID (Period: July 2023 - July 2028)
<b>SRA</b>	Special Rating Area
<b>MAR</b>	Maintenance and Repair
<b>RFP</b>	Request for Proposal
<b>SP</b>	(Security) Service Provider, submitting a proposal
<b>Council</b>	City of Cape Town Council (CCT)

Important Dates*	
<b>RFP published</b>	31 October 2024
<b>Closing date to confirm interest in submitting proposal</b>	7 November 2024, 17h00
<b>Closing date for submission of questions</b>	11 November 2024, 17h00
<b>Closing date and time for submission of proposals</b>	28 November 2024, 17h00
<b>Proposal evaluation completed</b>	Within 30 Days of Proposal Submission Closing
<b>Final clarifications and negotiations</b>	Within 30 Days of Proposal Submission Closing
<b>Contract awarded (SLA signed)</b>	5 December 2024
<b>Contract commencement date</b>	Within 30 Days of Contract being awarded (SLA signed)

## Introduction and overview

In 2022, residents in Pinelands took the initiative to seek sustainable solutions to Social Development and other concerns in the area via the establishment of a Community Improvement District (CID). The City of Cape Town Council approved the resulting application of the Pinelands CID (PLCID) on 26<sup>th</sup> May 2023.

This document serves as a formal invitation to submit a proposal for the provision of social development services to assist displaced people in Pinelands.

The purpose of the project is to assess displaced people sleeping in public spaces within Pinelands and provide access to safe spaces (Duration: 12 months).

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:



## Scope of Work (SOW)

The purpose of this RFP is to solicit proposals from qualified organisations for:

### 1. Engagement & Assessment

- Conduct outreach and assessments.
- Engage with relevant agencies and stakeholders to set up a Joint Action Group.
- Partner with the City's Displaced People Unit.

### 2. Support Services

- Coordinate transport and logistics with the City's Displaced Persons Unit.
- Provide transport to the City of Cape Town's safe spaces and local shelters.
- Provide follow-up support services.

### 3. Reporting

- Maintain accurate data on individuals served, services provided, and outcomes achieved.
- Report on service delivery and outcomes on a monthly basis.

## Pricing Schedule

Item No	Short Description	Unit Of Measure	Quantity	Price Excl. Vat
1	Engagement & Assessment			
2	Support Services			
3	Reporting			
4	Project Management			
5	Final Report and Portfolio of Evidence			
	<b>Total (Excl.)</b>			
	<b>TOTAL</b>			

## 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

## Terms and Conditions

The following Terms and Conditions will apply:

- Please confirm interest in submitting a proposal via email to [bids@pinelandscid.co.za](mailto:bids@pinelandscid.co.za)
- All proposals will be considered binding offers. Prices proposed must be valid from date of submission.
- 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). NDA should be a precursor to being allowed to peruse the RFP
- 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.

## Solicitation Process

SPs may 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 [bids@pinelandscid.co.za](mailto:bids@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.

Following the submission of proposals, the Board shall invite shortlisted SPs for proposal clarification sessions during the dates provided on the cover page. The intention is to award the contract by no later than **5 December 2024**.

## Selection Criteria

The Board evaluation team will consider the following criteria:

- Proposal quality and completeness.
- Cost-effectiveness based on anticipated lifecycle costs.
- Demonstrated understanding of the project's goals and challenges.
- Compliance with relevant regulations.
- The SP's legal compliance
- Preference may be given to vendors based on relevant B-BBEE national, provincial, City of Cape Town and Pinelands CID policies and the Pinelands CID's community based enterprise policies

All SPs will be notified via email 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 / NPO Number
- Ownership
- Physical Address
- Postal Address
- Contact Person
- Mobile Number
- Email Address
- List of certified social workers
- List of facilitators and fieldworkers
- Public transport operating licence

## General

- Additional info and context may be found on the CID's website (<https://www.pinelandscid.co.za>)
- A final contract will be negotiated in detail with the successful SP.

# **ANNEXURE A**

## **GENERAL CONDITIONS THAT WILL BE APPLICABLE TO THE CONTRACT**

### **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 delivery of services shall be made by the contractor in accordance with the time schedule prescribed by the CID in the contract.
- If at any time during performance of the contract, the contractor or its subcontractor(s) should encounter conditions impeding timely delivery 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 to be specified in the contract.
- 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.

### **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 contract in whole or in part if the contractor:

- Fails to deliver any or all of the services within the period(s) specified in the contract, or within any extension thereof granted by the CID
- Fails to perform any other obligation(s) under the contract; 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. However, the contractor shall continue to deliver on terms of the contract 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 contract 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 contract 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 contract 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 contract, 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 contract shall be interpreted in accordance with South African laws.



## **TAXES**

The contractor shall be entirely responsible for its own tax affairs. No contract 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 a contract only, and undertake to protect and keep confidential such information.

## **AMENDMENT OF THE CONTRACT**

An agreement to amend or vary the contract 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.