



**Khayelitsha Community Trust**  
*Committed to the upliftment of Khayelitsha and its people*

## **REQUEST FOR PROPOSAL: PROVISION OF COMPANY SECRETARIAT SERVICES FOR THE 2023/2026 FINANCIAL YEARS**

**Title:** Company Secretariat Services for the 2023/2026 financial years

**RFP Ref. No.:** KCT/0622/02

**Closing date:** 24 June 2022

**Closing time:** 16:00

**Address:** Unit 3 Old Dutch Square, Cnr. Bill Bezuidenhout & Old Paarl Rd, Bellville

Proposals can be e-mailed to [info@kctrust.org](mailto:info@kctrust.org) with subject title being the RFP reference number stated above.

### **RFP queries**

**contact person:** Finance Officer, Mr Mawande Mayedwa, e -mail: [mawande@kctrust.org](mailto:mawande@kctrust.org)

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## 1. Introduction

The Khayelitsha Community Trust (KCT) hereby invites suitably qualified and experienced firms to submit proposals for the provision of Company Secretariat Services to KCT for a three-year period.

The scope of work will include Internal Audit Services to KCT and its subsidiaries. The detailed scope, requirements and the criteria for assessment are set out in the subsequent sections.

## 2. Overview of KCT

KCT is a non-profit organization that was established by the City of Cape Town in 2003. The mandate of KCT is to develop a Khayelitsha Business District through the provision of housing, retail and commercial amenities, whilst ensuring economic empowerment opportunities to the Khayelitsha community. To this effect, a Land Availability Agreement was entered into between KCT and the City of Cape Town for purposes of delivering on the expressed mandate.

In turn, KCT established development entities / subsidiaries as a means of implementing its commercial initiatives and whose aim is to ensure that long-term financial sustainability of the Group is achieved.

These subsidiaries are as follows:

- KBD Management Company (Pty) Ltd (“KManco”) - responsible for overall coordination of KCT development initiatives and is 100% owned by KCT;
- KBD Retail Properties (Pty) Ltd (“KRetail”) - responsible for the provision and management of the retail component and is 100% owned by KManco;
- KBD Housing (Pty) Ltd (“KHousing”) - responsible for the provision of residential component and is 100% owned by KManco

### 3. Scope of Services

The scope of the audit will include the following focus areas:

- 3.1 To attend the quarterly Board meetings and any arising Special Board meetings for the purposes of compiling the minutes of the meetings, compilation of the Action lists and maintain the register of decisions.
- 3.2 To attend the quarterly Board Sub-Committee meetings and any arising Special Board Sub-Committee meetings for the purposes of compiling the minutes of the meetings, compilation of Action lists and maintain the register of decisions.
- 3.3 To provide guidance in preparation of meetings as well as during meetings.
- 3.4 To compile the annual Directors' Declaration of Interest register.
- 3.5 To assist with the annual Board and Board Sub-Committee's effectiveness performance evaluation and report thereon.
- 3.6 To assist with the periodic update of the KCT Group Governance Framework.
- 3.7 To be available for any additional secretariat consulting services as and when so requested including attendance of ad-hoc meetings of KCT investment companies.

It is hereby expressly noted that the minutes of any of the abovementioned meetings shall be forwarded to the Trust by no later than 7 (seven) Business Days after the relevant meeting was adjourned or concluded its business for the day.

### 4. Evaluation criteria

The assessment criteria shall be included in a statement by the bidder covering the following aspects:

- 4.1 The Respondent's ability to perform the work in a timely manner.
- 4.2 Factors which may impinge on actual or perceived independence of the service provider.
- 4.3 Any potential conflicts of interest.
- 4.4 BEE status of the Respondent cognisant that KCT follows BBBEE procurement policies, subject to the cost being competitive and the quality of services being of the required standard.
- 4.5 Familiarity with NPOs and a good understanding of the industry.

4.6 A firm profile, to include qualifications and experience of staff to be assigned to KCT Group.

4.7 A valid tax clearance certificate.

4.8 A detailed fee structure and any possible variances on the proposed fee. Please also supply a schedule of ancillary costs.

4.9 The allocation of adjudication points is divided as follows:

➤ Maximum points for Price **20**

➤ Maximum points for Quality & Functionality **60**

Allocated into the following categories:

○ Expertise = 25

○ Previous experience and track record = 10

○ Interpretation of brief - Approach and methodology = 25

➤ Maximum points for Empowerment **20**

➤ Maximum total **100**

## 5. Conditions of Engagement

Though the conditions of engagement will be set out in the Service Level Agreement, it is crucial for Respondents to note the following submission terms and conditions:

5.1 The proposals must be received by no later than 24 June 2022. Any proposal received after the closing time will not be considered. KCT reserves, under exceptional circumstances, the right to extend the closing date.

5.2 KCT reserves the right not to accept any proposal. In the event KCT does not accept any proposal, it will declare the proposal call process to be closed.

5.3 Submission of a proposal by a Respondent, and all the subsequent adjudication processes, does not represent a commitment on the part of KCT to proceed further with that or any Respondent.

5.4 KCT will not accept any responsibility incurred by Respondents in preparing and submitting proposals.

5.5 In responding to the RFP, interested parties must submit their proposals to [info@kctrust.org](mailto:info@kctrust.org), clearly marked **KCT0622/02 COMPANY SECRETARIAT RFP**.

## 6. Disqualification

6.1 Respondents are advised that, should there be any contact with the KCT Group Board members or KCT Group staff which could in any way be seen or deemed to

constitute a conflict of interest, bribe or otherwise influence the process and outcome thereof, this will result in immediate disqualification.

6.2 All queries relating to this RFP must be in writing and must be addressed to the Finance Officer on the indicated e-mail address only.

6.3 KCT cannot accept responsibility for the accuracy of any information obtained outside the formal communication process as stipulated in 6.2 above, provided such has been condoned through prior consultation with the Finance Officer.

## 7. Changes to this RFP document

KCT reserves the right to make any changes to this RFP document. No reliance shall be placed on other information or comment from any other person. All changes will be communicated to those who have been issued the document in the form of an Addendum.

## 8. Confidentiality

8.1 Any information relating to the submissions through the process or otherwise shall be treated in strict confidence.

8.2 In submitting a response, a Respondent agrees that it shall not be entitled to any information disclosed by another applicant to KCT which the latter has determined to be of a confidential nature.

8.3 The content and details of the evaluation of submissions will remain confidential to KCT.