



SUPPLIERS' PREQUALIFICATION DOCUMENT

PREQUALIFICATION OF SUPPLIERS FOR GOODS, WORKS AND SERVICES FOR THE YEAR 2022 AND 2025

CATEGORY REF: _____

CATEGORY DESCRIPTION: _____

DEPOSIT SLIP REF (Attach copy): _____

Note: applications may be made for prequalification of more than one Category of goods and services but one tender document can only be used to apply for one category of goods and services.

August 2022

Dear Sir/Madam/MS,

Guardsman Bureau is a growing and dynamic company built on people operating to the highest standards within the Service Industry. We work diligently to create trusted business partnerships with our clients that result in expert, highly effective, long-term solutions, tailored precisely to each company's needs.

It is for this reason that Guardsman Bureau Ltd seeks to invite eligible competent Suppliers (including the current suppliers) for the supply of goods, works and services.

PREQUALIFICATION DOCUMENTS

The following comprise the Documents and should be read as, and form part of, the Prequalification Documents.

1. Invitation to Prequalification (*this document*)
2. General Terms and Conditions for supply of goods and services acquisition at Guardsman Bureau Ltd. Appendix A.
3. Supplier Questionnaires Appendix B.
4. Guardsman Bureau Ltd reserves the right to accept or reject any or all proposal/bids and to waive any informality in the proposal/bids received whenever such a rejection is in the interest of the Procuring entity.
5. A set of prequalification document is used for each category and Vendors are allowed to participate in the different categories by buying a set for each and must submit full proof of specialization as per the requirements below.
6. All information will be kept confidential and will only be used for the purpose of prequalification.

Please complete the prequalification document, clearly signed and stamped. Further, attach copies of documents required below together with a copy of the receipt of the Prequalification document.

Prequalification document is available online. Interested and eligible candidates can download the same at the link provided in the advertisement. Bidders are required to pay a **non-refundable fee of Kenya shillings Three Thousand Only (Kshs. 3,000.00)** payable to our bank account listed below. Bidders are required to attach a copy of the deposit slip as part of the prequalification document.

Bank Name: Equity Bank Kenya

Bank Branch & Address: Westland Branch

Account Name: Guardsman Bureau Ltd

SWIFT Code: EQBLKENA

Account Number: 0550282448117

A link of the Completed pre-qualification documents should be electronically submitted to *supply-chain@guardsmanbureau.com* with the subject being 'Suppliers Prequalification 2022-2025' followed by the Category Description of specialization as per the advertisement.

The prequalification application should be addressed to;

The Procurement Committee
Guardsman Bureau Ltd,
P.O Box 28487 - 00100, Nairobi

Compiled documents should be sent on or before **Wednesday 7th September 2022 at 1700hrs**. Prequalification documents received after the deadline or that which do not comply with the requirements set will not be considered. *Youth, Women and Persons with (PWD) are encouraged to participate.*

The list of suppliers will be maintained in the Guardsman Bureau Ltd database and does not constitute any contractual obligation with any party. Guardsman Bureau Ltd reserves the right to accept or reject any application in part or whole and will give reasons for its decision.

Yours faithfully,



Dennis Ratori

Officer Supply Chain Management

Appendix A

GENERAL TERMS AND CONDITIONS FOR PROCURING ENTITY CONTRACTS OF GOODS AND SERVICES

1. ACCEPTANCE OF THE PURCHASE ORDER

The Supplier may confirm its acceptance of the Purchase Order and these General Terms and Conditions (hereinafter, "the Purchase Order") by returning a signed acknowledgement copy to the Procuring entity or by the timely delivery of goods or services in accordance with the terms of the Purchase Order as herein specified. Acceptance of the Purchase Order constitutes a contract between the Parties, which shall exclusively govern their rights and obligations. No additional or inconsistent provision proposed by the Supplier shall bind the Procuring entity unless agreed in writing by a duly authorized Procuring entity official. The Supplier shall neither seek nor accept instructions from any authority external to the Procuring entity in connection with the Purchase Order.

2. PRIOR NEGOTIATIONS SUPERSEDED BY PURCHASE ORDER

This Purchase Order supersedes all communications, representations, arrangements, negotiations, proposals, and requests for proposals related to the subject matter of this Purchase Order.

3. LEGAL STATUS

The Supplier shall be considered as having the legal status of an independent contractor vis-à-vis the Procuring entity. The Supplier, its employees, servants, agents, and sub-contractors shall not be considered in any respect as being the employees of the Procuring entity. The Supplier shall be fully and exclusively responsible for all

work and services performed by its employees, servants, agents and sub-contractors and for all their acts and omissions.

4. OBSERVANCE OF LAWS

The Supplier shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the terms of the Purchase Order.

5. ELIGIBILITY

Prequalification is open to eligible firms

5.1.1. The procuring entity's employees, committee members, board members and their relatives (spouse and children) are not eligible to participate in the tender.

5.1.2. Any bidder involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

5.1.3. All bidders found capable of performing the contract satisfactorily in accordance with the set prequalification tender Criteria shall be prequalified.

6. SUPPLIER REPRESENTATIONS AND WARRANTIES

The Supplier represents and warrants that:

- a) It is not engaged in the sale or manufacture, either directly or indirectly, of anti-personnel mines or any components produced primarily for the operation thereof.
- b) It respects the basic social rights and working conditions of its employees, servants, agents and sub-contractors. No official of the Procuring entity has been, or shall be, admitted by the Supplier to any direct or indirect benefit arising from this Purchase Order or the award thereof.
- c) There are no material claims or allegations outstanding against the Supplier that might adversely affect the Procuring entity or its reputation.

Any breach of these representations and warranties shall entitle the Procuring entity to terminate its Purchase Order immediately upon notice to the Supplier at no cost to the Procuring entity and/or to procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby.

7. COST OF PREQUALIFICATION

7.1.1. The bidder shall bear all costs associated with the preparation and submission of its bidding, and the procuring entity, will in no case be responsible or liable for those cost, regardless of the conduct or outcome of the tendering process.

7.1.2. The price to be charged for the tender document shall not exceed Three Thousand Kenya Shillings Only (Kshs.3, 000.00).

7.1.3. The procuring entity shall allow the bidders to download and review the prequalification document free of charge before purchase.

8. CLARIFICATION OF DOCUMENTS

8.1.1. A prospective candidate making inquiries of the prequalification document may notify the procuring entity in writing or by post or email at the entity's address indicated in the Invitation for prequalification. The Procuring entity will respond in writing to any request for clarification of the tender documents.

8.1.2. The procuring entity shall reply to any clarifications sought by the bidders within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

9. QUESTIONS ARISING FROM PRE-QUALIFICATION DOCUMENTS

Questions and clarification that may arise from the Pre-qualification documents should be sent to the email address below: *supply-chain@guardsmanbureau.com* Procuring entity will only respond to questions received 3 days before the closing date of pre-qualification.

10. GUARANTEES

No Tender Guarantee (Bid Bond) is required.

No Performance Guarantee for execution of contract will be required.

11. AMENDMENT OF DOCUMENTS

11.1.1. At any time prior to the deadline for submission of bids, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the prequalification documents by issuing an addendum.

11.1.2. All prospective bidders who have obtained the bid documents will be notified of the amendment by email and such amendment will be binding on them. Interested Bidders are advised to notify procurement of their participation.

11.1.3. The bidder is expected to examine all instructions, forms, terms, and specifications in the prequalification documents. Failure to furnish all information required by the bid documents or to submit a bid not substantially responsive to the bid documents in every respect will be at the bidder's risk and may result in the rejection of its bid.

12. SUBMISSION OF APPLICATION

This document includes questionnaire forms and documents required from the Prospective bidders. In order to be considered for pre-qualification prospective bidders must submit all the information herein requested. The Pre-qualification document shall be prepared in indelible ink or machine filled. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the tenderer. Any such corrections must be initialed by the person(s) who signs the pre-qualification document.

The Pre-qualification document should be prepared and submitted electronically as specified in the invitation for prequalification of Suppliers on or before **Wednesday 7th September 2022 at 1700hrs.**

Any bid documents received after the deadline or that which do not comply with the requirements set will not be considered.

13. ELIGIBLE CANDIDATES

- 13.1.1. Due diligence will be undertaken during prequalification process and any bidder found to be in breach and has provided false information will lead to automatic disqualification.
- 13.1.2. Suppliers will examine the tenders to determine completeness, general orderliness and sufficiency in responsiveness.
- 13.1.3. Suppliers shall not contact the Procuring entity on matters relating to their tender from the time of opening to the time the evaluation is finalized and official communication sent to them. Any effort by the tenderer to influence the Service in the evaluation shall result in the cancellation of their tender.
- 13.1.4. Prequalification will be based on meeting the minimum criteria regarding the applicant's legal status, general and particular experience, personnel and financial position as demonstrated by their responses where applicable accordingly.
- 13.1.5. The applicants must have registered offices and the Procuring entity reserves the discretion of visiting physical premises from which the applicant conducts business if so desired to confirm existence and capability to deliver the said goods, works or services.
- 13.1.6. Suppliers who qualify according to the selection criteria will be invited to submit their quotations for annual rates for the supply of goods, works or services as and when required.
- 13.1.7. Suppliers reserves the right to accept or reject any or all tenders.

14. QUALIFICATION CRITERIA.

- 14.1.1. Prequalification shall be based on meeting the minimum requirements to pass in the criteria in the evaluation conditions template as set in section 3 of this document.
- 14.1.2. The procuring Entity reserves the right to waive minor deviations if they don't materially affect the capability of an applicant to perform the contract.

15. NOTIFICATION OF PREQUALIFICATION

All Applicants shall, within One week after completion of the evaluation process, be notified of the outcome of the evaluation exercise.

16. PRE-QUALIFICATION QUESTIONNAIRE

This document includes questionnaires to be completed and submitted as required herein. Supporting documents shall still form part of the prequalification document.

17. CONTRACTOR'S RESPONSIBILITY FOR ITS EMPLOYEES

The Supplier shall be responsible for the professional and technical competence of its employees, servants, agents, and sub-contractors and will select, for work under this Purchase Order, reliable persons who will perform effectively in the implementation of this Purchase Order, respect local customs, and conform to a high standard of moral and ethical conduct.

18. SUB-CONTRACTING

Should the Supplier require the goods or services of a sub-contractor, the Supplier shall, in each instance, obtain the prior written approval of the Procuring entity. The Supplier shall be fully and exclusively responsible for all goods and services provided by its sub-contractors and other suppliers, and for all acts and/or omissions of such sub-contractors and suppliers and their personnel. The approval of the Procuring entity of a sub-contractor shall not relieve the Supplier of any of its obligations under this Purchase Order. The terms of any sub-contract shall be subject to the provisions of this Purchase Order.

19. ASSIGNMENT

The Supplier shall not assign, transfer, pledge or make other disposition of this Purchase Order or any part thereof or of any of the Supplier's rights, claims or obligations under this Purchase Order except with the prior written consent of the Procuring entity.

20. CONFORMITY WITH SPECIFICATIONS

In the case of goods or services purchased on the basis of specifications the Supplier warrants their conformity. The Procuring entity shall have the right to reject the goods or services or any part thereof if they do not conform to specifications. In such cases, the Procuring entity may cancel the Purchase Order or request replacement of the goods or services. The Supplier is liable for any costs of replacement, transportation, warehousing, removal, destruction, taxes and charges, and any other related costs.

21. INSPECTION

The Procuring entity or its duly accredited representatives shall have the right to inspect goods ordered under this Purchase Order at Supplier's stores, during manufacture, in ports, or at other places of shipment or during any stage of execution. The Supplier shall cooperate fully and provide facilities for any such inspection. The Procuring entity may issue a written waiver of inspection at its discretion. Any inspection carried out by the representatives of the Procuring entity or any waiver thereof shall not prejudice the implementation of the other relevant provisions of this Purchase Order concerning obligations to which the Supplier has subscribed such as warranties or specifications.

22. PACKING

The Supplier shall pack all goods with new sound materials and with every care in accordance with normal commercial standards of export packing for the type of goods specified herein. Such packing materials used must be adequate to safeguard the goods while in transit. The Supplier is responsible for any damage or loss resulting from faulty or inadequate packing. Unless otherwise specified, the labeling language is to be English. Any expenses due to re-labeling will be charged to the Supplier.

23. DELIVERY AND TITLE

Unless otherwise agreed in writing, the terms of delivery shall be as specified. The ownership of the goods shall pass to the Procuring entity upon complete delivery of the goods at the date and place of delivery, as specified in the contract signed. Upon request, the Supplier shall inform the Procuring entity within 24 hours of the exact status or geographical position of the goods.

24. EXPORT LICENSE

The Purchase Order is conditional upon the obtaining of any export license or other governmental authorization that may be required. The Supplier shall inform the Procuring entity beforehand of such restrictions and shall obtain such license or authorization. In the event of refusal thereof, through no fault of the Supplier, the Purchase Order will be annulled and all claims between the parties automatically waived. The Supplier shall be responsible for any expenses or losses due to incorrect, incomplete or late documentation.

25. STORAGE AND DEMURRAGE

In addition to the penalties for late delivery, the Supplier is responsible for all costs related to late delivery, including the costs of storage, demurrage and transport waiting time.

26. INTELLECTUAL PROPERTY INFRINGEMENT

The Supplier warrants that the use or supply by the Procuring entity of the goods sold or services rendered under this Purchase Order does not infringe on any patent, design, trade-name, trade-mark, or service-mark. In addition, the Supplier shall, pursuant to this warranty, indemnify, defend, and hold the Procuring entity harmless from any actions or claims brought against the Procuring entity pertaining to the alleged infringement of a patent, design, trade-name, trade-mark, or service-mark in connection with the goods sold or services rendered under this Purchase Order.

27. DEFAULT

In case of default by the Supplier, including but not limited to failure or refusal to make deliveries within the time limit specified, the Procuring entity may procure the goods or services from other sources and hold the Supplier responsible for any excess costs occasioned thereby. Furthermore, the Procuring entity may by written notice terminate the right of the Supplier to proceed with the deliveries, or such parts thereof as to which there has been default.

28. LIQUIDATED DAMAGES

Liquidated damages at an assessed rate of 0.1 percent of the value of the Purchase Order shall apply, without notice, to every day or part day of late delivery or dispatch outside the agreed schedule. The assessment shall not exceed 10 percent of the Purchase Order value. The Procuring entity may deduct this amount from any of the Supplier's outstanding invoices or payments. The Procuring entity may also pursue any other available remedies, including cancellation, for the non-performance, default, or breach of any term or condition of the Purchase Order. The acceptance of goods or services, or any part thereof, by the Procuring entity does not constitute a waiver of the Procuring entity's right to hold the Supplier liable for any loss or damage. Neither shall acceptance or rejection of goods or services alter the Supplier's obligation to make future deliveries according to the delivery schedule.

29. TERMINATION

Without prejudice to other remedies, either Party may cancel a Purchase Order immediately by providing written notice to the other in the event that (i) the other party commits a material breach of the Purchase

Order and fails to remedy that breach after being required to do so by notice in writing from the party seeking to terminate the Purchase Order specifying the breach complained of and stating its intention to terminate the Purchase Order if such breach is not made good, (ii) the other Party becomes insolvent, (iii) termination is permitted in accordance with the specific terms hereto.

30. INDEMNIFICATION

The Supplier shall indemnify, hold and save harmless, and defend, at its own expense, the procuring entity, its officials, servants, and agents from and against all suits, claims, demands, and liability, of any nature or kind, including their costs and expenses, arising out of any acts or omissions by the Supplier, or the Supplier's employees, officers, agents, or sub-contractors, in their performance of this Purchase Order. The obligations under this provision do not lapse upon termination of this Purchase Order and do not prejudice any other remedies available to the procuring entity.

31. FORCE MAJEURE

Force majeure, as used herein, shall mean acts of God, laws or regulations, industrial disturbances, acts of the public enemy, civil disturbances, explosions and any other similar cause of equivalent force not caused by, nor within the control of either party, and which neither party is able to overcome. As soon as possible after the occurrence of the force majeure and within not more than 15 days, the Supplier shall give notice and full particulars in writing to the Procuring entity of such force majeure if the Supplier is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under this Purchase Order. The Procuring entity shall then have the right to terminate the Purchase Order by giving in writing seven days' notice of termination to the Supplier.

32. DISPUTES-ARBITRATION

Any claim or controversy arising out of this Purchase Order, or the breach, termination or invalidity thereof shall be settled by Arbitration to the exclusion of national jurisdiction to be held in Kenya by a single Arbitrator to be appointed by the parties. If the parties fail to agree on the Arbitrator to be appointed within a period of eight (8) Weeks after the First application to appoint was submitted by either Party the Single Arbitrator shall be appointed by the person who is for the time being the Chairman of the Chartered Institute of Arbitrators of Kenya and every Award made under this Clause and pursuant to such Arbitration shall be expressed to be made under the arbitration Act 1995 or other law and or laws for the time being in force in Kenya in relation to Arbitration. The Award of the Arbitrator shall be final and binding. The arbitration shall be conducted in English.

33. OVERRIDING CLAUSE

In the event of any conflict or inconsistencies between these General Terms and Conditions or any other document which forms part of the Purchase Order, these Terms and Conditions shall prevail except where they have been amended by specific written reference to the relevant clause and paragraph of these Terms and Conditions.

SCOPE OF PREQUALIFICATION

Guardsman Bureau Ltd (referred as the Procuring entity) intends to prequalify for supply and provision of various categories of goods and services. We wish to invite eligible firms that would be interested to be our partners in offering their Good, Works or Services to us under the categories listed in the advertisement to apply for pre-qualification for the period FY2022 - FY2025.

ESSENTIAL CRITERIA FOR PRE-QUALIFICATION

The Procuring entity shall evaluate all applications based on the following key parameters:

- a) Preliminary Requirements–Prospective applicants shall in all respect, as required herein, submit all required information in the manner and form described in this document.
- b) Experience – The applicants should demonstrate their capability, experience and excellence in organizing supply, delivery and provision of goods, works and services as captured under categories detailed in the prequalification notice.
- c) Financial Capability - The Applicants’ financial capability will be determined by examination of their last TWO years audited financial statements or bank statements. Letters of recommendations and credit from reputable financial institutions can be included if need be.
- d) Past Performance - The past performance of applicants shall be given due consideration in the prequalification exercise. Letters of reference, LPO’S and contracts from past and present clients should be included.
- e) Organizational structure-The applicant is expected to demonstrate the suitability of their organization structure to efficiently organize, execute and deliver goods, services and works designed to meet various requirements of the Procuring entity.
- f) Quality Assurance Systems-The applicant is expected to demonstrate compliance with relevant quality standards and their commitment to delivering quality goods, services and works to the Procuring entity. (Details to be attached to the submission).
- g) Commitment to social and environmental sustainability - The applicant MUST demonstrate their commitment to upholding social welfare and protection of the environment to the best of their ability.
- h) CVs of technical staff (for technical consultancies and works) where necessary shall be submitted as well. Registration with relevant professional /regulatory bodies (where necessary) shall be examined accordingly.

Note: Verification -The Procuring entity shall have the right to visit the suppliers’ premises or carry out any other due diligence exercise as it deems fit to verify the information provided in the submitted document and ascertain as part of the prequalification process, that the bidder in-deed can supply the stated goods, services and works.

APPENDIX B

SECTION A: PRE-QUALIFICATION NOTICE

PRE-QUALIFICATION OF SUPPLIERS FOR GOODS AND SERVICES FOR THE YEAR 2022 – 2025

Guardsman Bureau Ltd invites applications from interested and eligible candidates for prequalification/registration of suppliers for supply of under listed goods, works and services for the years 2022-2025

CODE	ITEM DESCRIPTION
GBL/PQ/A/2022-2025/001	Supply of printed stationery
GBL/PQ/A/2022-2025/002	Supply of general office stationery
GBL/PQ/A/2022-2025/003	Supply and personalization of staff identification smart cards, lanyards and metal staff badges
GBL/PQ/A/2022-2025/004	Supply of Office Assorted Furniture and fittings including window blinds
GBL/PQ/A/2022-2025/005	Supply of Office Interior Design services & Related Supplies.
GBL/PQ/A/2022-2025/006	Supply of branded promotional items
GBL/PQ/A/2022-2025/007	Supply of customized corporate items and wear (Staff Uniform)
GBL/PQ/A/2022-2025/008	Supply of uniform accessories i.e. belts, whistles, PR-24 batons, loops
GBL/PQ/A/2022-2025/009	Supply of Security Military boots
GBL/PQ/A/2022-2025/010	Supply of Military Sweaters, Marvin and Rain coats
GBL/PQ/A/2022-2025/011	Supply of Emergency LED Rechargeable Military Torch
GBL/PQ/A/2022-2025/012	Supply of motorcycles
GBL/PQ/A/2022-2025/013	Supply of motorcycle spare parts and accessories
GBL/PQ/A/2022-2025/014	Supply, Delivery, Installation and Commissioning of Communication base station Equipment
GBL/PQ/A/2022-2025/015	Supply and maintenance of telecommunication equipment (PABX - VoIP, telephones etc.) and related accessories
GBL/PQ/A/2022-2025/016	Supply of security detection systems (hand-held metal detectors and walk-through devices, etc.)
GBL/PQ/A/2022-2025/017	Supply, Installation, Management and Maintenance of a Fully Integrated Voice Response (IVR) and ICT Service Desk Management Solution
GBL/PQ/A/2022-2025/018	Supply of Hybrid Desk Phones and mobile handsets
GBL/PQ/A/2022-2025/019	Supply of electronic security monitoring systems
GBL/PQ/A/2022-2025/020	Supply of Desktop Computers, Laptops, Servers, Storage, and related items
GBL/PQ/A/2022-2025/021	Supply and maintenance of VHF radio and other services
GBL/PQ/A/2022-2025/022	Supply of General ICT Accessories And Consumables E.G. Printer Consumables and Computer Spare Parts
GBL/PQ/A/2022-2025/023	Supply of Network Equipment (Switches, Routers, Firewalls Wireless Access Points)
GBL/PQ/A/2022-2025/024	Supply and Support And Maintenance of Various Software or Solutions I.E. Operating System, Desktop Applications, Antivirus, Backup & Recovery etc.
GBL/PQ/A/2022-2025/025	Supply of Surveillance Solutions, access control, intruder alarms, CCTV, biometric equipment, bollards, visitor management system and parking management system
GBL/PQ/A/2022-2025/026	Supply of fire-fighting equipment, smoke detection and fire alarm
GBL/PQ/B/2022-2025/027	Provision of corporate branding services e.g. branding of vehicles, installation of vinyl stickers for walls, window markings, exterior led signage etc.
GBL/PQ/B/2022-2025/028	Provision of Networking Services (Fiber and Wireless) I.E. Structured Cabling, Support and Maintenance
GBL/PQ/B/2022-2025/029	Provision of internet services
GBL/PQ/B/2022-2025/030	Provision of bulk SMS services, USSD, short code and mobile application services
GBL/PQ/B/2022-2025/031	Provision of graphic design, artwork, Photography and Videography and Infomercials Shooting Services
GBL/PQ/B/2022-2025/032	Provision of Marketing, Communications and Creative Agency services.
GBL/PQ/B/2022-2025/033	Provision of Brand Audit, Market Survey, and Customer Satisfaction Surveys/Agency services.
GBL/PQ/B/2022-2025/034	Provision of Outdoor advertisement services

GBL/PQ/B/2022-2025/035	Provision of Website Design and Maintenance Services
GBL/PQ/B/2022-2025/036	Provision of Domain Hosting and Mail Relay Gateway Services
GBL/PQ/B/2022-2025/037	Provision of leasing of office equipment, photocopiers, scanners, printers among others
GBL/PQ/B/2022-2025/038	Provision of electrical services i.e. installations, maintenance of electrical equipment, minor and major electrical repairs
GBL/PQ/B/2022-2025/039	Provision of vehicle towing services including vehicles rescue and recovery equipment.
GBL/PQ/B/2022-2025/040	Provision of car hire (short and long term) and leasing services
GBL/PQ/B/2022-2025/041	Provision of Insurance services (general, WIBA, Fidelity, Contractual Liability, Public Liability, Employee Liability, and related losses)
GBL/PQ/B/2022-2025/042	Provision of group personal accident insurance and staff Medical cover
GBL/PQ/B/2022-2025/043	Provision of Human Resource consultancy (recruitment etc.)
GBL/PQ/B/2022-2025/044	Provision of Security Staff Training And Security Awareness Training on Counter On Terrorism, Active Shooter, Child Abduction and Workplace Violent etc. (Registered with PSRA and accredited by NITA)
GBL/PQ/B/2022-2025/045	Provision of first aid training, fire marshals training, fire audit, safety audit services
GBL/PQ/B/2022-2025/046	Provision of ambulance response services
GBL/PQ/B/2022-2025/047	Provision of cleaning and sanitary services
GBL/PQ/B/2022-2025/048	Provision of garbage collection services
GBL/PQ/B/2022-2025/049	Provision of fumigation and pest control services
GBL/PQ/B/2022-2025/050	Provision of debt collection services
GBL/PQ/B/2022-2025/051	Provision of auctioneering services
GBL/PQ/B/2022-2025/052	Provision of legal services - litigation & conveyance
GBL/PQ/B/2022-2025/053	Provision of Tax Consultancy and Administration Services
GBL/PQ/B/2022-2025/054	Provision of External Audit and Accounting Services (Registered with ICPAK and accredited by SASRA)
GBL/PQ/B/2022-2025/055	Provision of strategic planning consultancy
GBL/PQ/B/2022-2025/056	Provision of event management services- Public Address (PA) systems, tents, chairs, tables etc.)

Completed prequalification documents should be electronically submitted as a link or PDF document to *supply-chain@guardsmanbureau.com* with the subject being 'Suppliers Prequalification 2022-2025' followed by the Category Description of specialization as per the advertisement. Bidders are required to attach a copy of the deposit slip as part of the bid document. *Youth, Women and Persons with (PWD) are encouraged to participate.* The deadline for participation is on **Wednesday, 7th September 2022 at 1700hrs EAT.**

Paper/hardcopy applications will not be accepted. Current suppliers and service providers are required to participate in order to be considered.

SECTION 3

LETTER OF APPLICATION

Notes on letter of application

The letter of application will be prepared by the applicant and will follow the form presented herein. The letter of application will be prepared on the letterhead of the applicant company and will include full postal address, telephone numbers and Email address. The letter of application will be signed by duly authorized representatives of the applicant. Any clause which does not apply to the applicant in the letter of application herein shall be deleted by the applicant.

LETTER OF APPLICATION

To The Procurement Committee

Guardsman Bureau Ltd

P.O Box 28487-00100

Nairobi

Date _____

Dear Sir/Madam

- I. Being duly authorized to represent and act on behalf of _____ (name of firm) (here in after referred to as 'the bidder), and having reviewed and fully understand all of the prequalification information provided, the undersigned hereby apply to be prequalified by yourselves as bidder for the following service(s) under (PQS No. and description)

PQS No.	Description

- II. Attached to this letter are copies of original documents defining
- a) The applicant's legal status
 - b) The principal place of business and
 - c) The place of incorporation (for applicants who are corporations), or the place of registration and the nationality of the owners (for applicants who are partnerships or individually-owned firms).
 - d) Copy of Deposit Slip for non-refundable fees
- III. Your Procuring entity and its authorized representatives may contact the following references for further information

Contacts person	
Organization	
Telephone	
Signature and official stamp	

Technical enquiries	
Contacts person	
Organization	
Telephone	
Signature and official stamp	

IV. This application is made with full understanding that:

Bids by prequalified applicants will be subject to verification of all information submitted for prequalification at the time of bidding.

The undersigned declare that the statement made and the information provided in the duly completed application are complete, true and correct in every detail.

Name _____ Position _____

Signature _____ Date and stamp _____

(For and on behalf of the applicant)

SECTION 4

EVALUATION CRITERIA

IMPORTANT PRE-REQUISITES

The following are important pre-requisites and shall also be used to award evaluation marks.

- a) Certificate of Incorporation / Registration
- b) PIN/VAT Certificate;
- c) Current Trade License / Business Permit
- d) Copy of Practicing Certificate for all professional e.g. certificate of affiliated bodies/associations where applicable.
- e) Firm must attach evidence of registration with Professional bodies/Authorities where applicable.
- f) Current Tax Compliance Certificate
- g) Evidence of Physical Location of business premise

- h) Number of years in the business/industry (Two points for every year of experience)
- i) Proof of Past experience - Client References; letters of recommendation from reputable corporate/major clients
- j) Company profile
- k) Confirmation that the firm, its servants or agents have not offered and shall not offer any inducements to the procuring entity, proof of any attempt will result in immediate disqualification.
- l) Terms of payment & willingness to give credit to Suppliers
- m) Clarity and completion of submitted documents – as per shared Format – Supplier’s document must be paginated and electronically submitted.
- n) Kindly note that the Suppliers must attach a copy of the deposit slip
- o) Past litigation and arbitration incidences encountered, if any, by the firms in the last one year must be enumerated
- p) Audited accounts or Certified Bank Statement for the last 2 years. Where the business has been in operation for less than TWO years and has not been able to prepare the required statements, please provide a bank statement for the period the business has been in operation.

The financial statements shall:

- i. Reflect the true financial situation of the applicant or partner or a Joint venture and be audited by a certified accountant.
 - ii. Be complete, including all notes to the financial statements.
 - iii. Correspond to accounting periods already completed and audited.
- q) Please provide any other information you consider necessary for a fair appreciation of the financial position and prospects of your organization.

APPENDIX C

EVALUATION OF SUPPLIER PREQUALIFICATION DOCUMENTS

Documents will be evaluated internally by Guardsman Bureau Ltd and will be assessed based on the set format. Most suitable and highest-ranking supplier documents based on the three categories will be selected.

- i. Company Registration Section
- ii. Technical Section
- iii. Financial Capability Section

Minimum qualifying score for the evaluation - 75 points.

Suppliers Prequalification documents should mention on company letter head: the category/s the supplier is applying for; and should set out their document in 3 main parts – (Format)

- i. Company Registration Section, ii. Technical Section, iii. Financial Capability Section

The format above uses a specific structure which must be applicable and will make it easier for Guardsman Bureau Ltd to evaluate the documents received.

Prequalification documents which are not set out as per the above format, will not be considered.

No.	CATEGORIES	Maximum Points	
1	COMPANY REGISTRATION EVALUATION		
	Certificate of Incorporation / Registration	5	
	PIN/VAT Certificate	3	
	Current Trade License / Business Permit	3	
	Company Profile	3	
	Physical Location	3	
	Prepared Document in the Format Provided	3	
	Self-declarations Forms filled and signed	5	
2	TECHNICAL EVALUATION		
	Number of years in the business/industry	5	
	Proof of past experience - Attach LPOs, Contracts and Client References with contact details	10	
	Litigation History (Attach Affidavit)	3	
	Organization structure	2	
	Experience of key personnel	6	
	Evidence of an active organizational social and environmental sustainability policy. (Attach policy/commitment)	3	
	Evidence of commitment to fair employment practices.	3	
	Evidence of Environmental or social welfare recognition/Certification.	3	
3	FINANCIAL CAPABILITY EVALUATION		
	Certified Audited accounts – 2020,2021	10	
	Evidence of stable liquidity (attach income statement or bank statement last 2 years)	3	
	Evidence of profitability of the business (attach income statement, last 2 years)	3	
	Evidence of sound liability structure	2	
	Evidence of stable asset base.	2	
	Evidence of access to financial credit facility. (attached bank reference letter)	5	
	Proposed Payment terms.	30 days	2
		31-60 days	3
		61-90 days	5

IMPORTANT NOTES TO SUPPLIERS

- The purpose of this document is to assist Guardsman Bureau in the identification & evaluation of potential suppliers who may subsequently be invited to partner in offering their Good, Works or Services.
- In order to simplify this process, you need to provide certified copies of all supporting documents requested under the questionnaire, for example, audited accounts/financial statements, registration & compliance certificates, statements & policies, etc.
- You may also be asked to clarify your answers or provide more details. (Please answer every question. If the question does not apply to you please write N/A; if you don't know the answer, please write N/K).

- d) Failure to complete this questionnaire &/or to provide written answers to any further questions or requests for additional information or requests for clarification will result in the supplier's elimination from further consideration with no payment refund.
- e) Please note that by responding to this questionnaire you accept that all answers provided in the attached questionnaire are legally binding on the supplier & should the need arise, they may be used as evidence in any court of law, which has jurisdiction. Further, procuring entity reserves the right without further recourse to verify at its own cost the accuracy of any answers provided herein.
- f) Where necessary & if insufficient space has been provided on the questionnaire for the answers, please provide the answers as supplements on separate sheets.
- g) Please initial & rubber stamp each page & sign the last page in the space provided.

RIGHT TO ACCEPT ANY PREQUALIFICATION DOCUMENTS AND TO REJECT ANY OR ALL SUPPLIER PREQUALIFICATION DOCUMENTS

The procuring entity reserves the right to accept or reject any Prequalification Document, and to reject all Supplier Documents at any time prior to the contract award without incurring any cost or liability to the affected suppliers or any obligation to inform the affected suppliers of the grounds for the procuring entity action.

CONFIDENTIALITY

All provided documents, technical data and information relating to the Prequalification Document shall be treated as confidential and procuring entity and their personnel shall not, either during the process or after disclosing any such documents or information to any other person, government, other organizations or authority external to the procuring entity.

Suppliers shall not communicate at any time to any other person, government, other organizations or authority external to the procuring entity, any information known to them by reason of their participation in this Prequalification Document, nor shall said Suppliers use such information to their private advantage. Suppliers agree not to publish, announce or otherwise divulge anything prejudicial to the procuring entity's goodwill or overall public image.

PRINCIPLE OF CONDUCT

Bidders/Service Providers/Consultants seeking to work with the procuring entity shall respect the following principles:

- a. **Business Ethics:** Suppliers are expected to maintain the highest degree of business ethics when working with the procuring entity.
- b. **Transparency of information provision:** Suppliers shall not be involved in any fraudulent activities, misrepresent information or facts for the purpose of influencing the selection and contract awarding process in its favor.
- c. **Fair competition:** Suppliers shall not be involved in any corrupt, collusive or coercive practices.

If at any time during the registration or procurement process the procuring entity determines that the suppliers are in violation of the above-mentioned principles, their completed documents will be rejected as ineligible.

Any refusal of these terms shall constitute grounds for rejection of Bid as well as any violation the Terms during contract execution shall constitute grounds for termination.

DECLARATION

I/we have completed this form(s) accurately. We agree that all responses can be substantiated and verified, if requested to do so. Any inaccuracy in the information filled herein will be used as grounds for removal from or termination of the qualification process.

FORM COMPLETED BY:

Name: _____

Position (Job Title): _____

Date: _____

Telephone number: _____

Email: _____

Signature: _____

Stamp/Seal

FORM WITNESSED BY:

Name: _____

Position (Job Title): _____

Date: _____

Telephone number: _____

Email: _____

Signature: _____

Stamp/Seal

CONFIDENTIAL BUSINESS QUESTIONNAIRE

Please indicate the particulars in Part 1 and either Part 2(a) or 2(b) whichever applies to your type of business. Any false information on this form will lead to disqualification.

Part 1: Company Particulars/Details

Business Name: _____

Location of business premises: _____

Plot No: _____ Street/Road _____

Postal Address: _____ Tel. No _____

Current Local Government License No _____ Expiry Date: _____

Average Business Turnover per year Kshs: _____

Name of your bankers: _____ Branch _____

Part 2(a) Sole Proprietor/Partnership

Full Name: _____ Age _____ Nationality _____

Give details of partners as follows:

Name Nationality Citizenship % of Share

	NAME OF PARTNERS	NATIONALITY	CITIZENSHIP	SHARES OWNED
1				
2				
3				

Part 2(b) Registered Company (private or public)

Private or public Company _____

State the nominal and issued capital of the company:

Nominal Kshs _____ Issued Kshs _____

Give details of all directors as follows: -

	NAME OF DIRECTORS	NATIONALITY	CITIZENSHIP	SHARES OWNED
1				
2				
3				

Certification

On behalf of the Supplier, I certify that the information given above is complete, current and accurate as at the date of submission.

Date: _____ Signature of Supplier _____

SELF DECLARATION THAT THE APPLICANT IS NOT DEBARRED TO PARTICIPATE IN ANY PROCUREMENT IN THE REPUBLIC OF KENYA

I, _____ of Post Office Box _____
being a resident of _____ in the Republic of _____
do hereby make a statement as follows: -

- a. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of _____ (insert name of the Company) who is an applicant in respect of Supplier prequalification for Guardsman Bureau Ltd and I'm duly authorized and competent to make this statement.
- b. THAT the aforesaid Company/firm, its directors and subcontractors have not been debarred from participating in procurement proceeding under any laws of the republic of Kenya.
- c. THAT the representation herein above is true to the best of my knowledge, information and belief.

Name _____ Position _____

Signature _____ Date and stamp _____

SELF DECLARATION THAT THE APPLICANT WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE.

I, _____ of P.O. Box _____
being a resident of _____ in the Republic of _____

do hereby make a statement as follows: -

- a. THAT I am the Company Secretary/ Chief Executive/Managing Director/Principal Officer/Director of _____ (insert name of the Company) who is an applicant in respect of Supplier prequalification for Guardsman Bureau Ltd and I'm duly authorized and competent to make this statement.
- b. That the aforesaid Company, its servants and/or agents/subcontractors will not engage in any corrupt or fraudulent practice and has not been requested to pay any inducement to any member of the Board, Management, Staff and/or employees of Guardsman Bureau Ltd.
- c. That the aforesaid Company, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees of Guardsman Bureau Ltd.
- d. That the aforesaid company will not engage in any corrupt practices for any future engagement that the University may award to the supplier.
- e. That the representation herein above is true to the best of my knowledge, information and belief.

Name _____ Position _____

Signature _____ Date and stamp _____

BUSINESS ACTIVITIES

- a) What are the main business activities of your organization? (Please specify).

- b) Are you a current supplier/contractor at Guardsman Bureau Ltd? (Please specify)

- c) How many staff does your organization have?

- d) Indicate the number under each category
 - i. Top Management _____
 - ii. Technical (Permanent _____, Temporary _____)
 - iii. Semiskilled (Permanent _____, Temporary _____)
- e) Please generally describe the experience & expertise your organization possesses that will enable you to effectively & efficiently undertake the work you wish to be prequalified for as required by Guardsman Bureau Ltd.

- f) Attach you company organogram with emphasis on the job you are being pre-qualified for.
- g) Attach CV's of key staff
- h) For expatriate, provide copies of valid work permit
- i) Please list your major equipment machinery indicating ownership (whether owned or hired) & the ageing.

	EQUIPMENT	OWNED	HIRED
1			
2			
3			
4			

- j) Please list and attach (where necessary) Licenses from the relevant regulatory bodies

ENVIRONMENTAL CONSIDERATIONS

Have you identified the main environmental impacts / risks of your activity? _____

Yes/No (If yes, please provide details)

Have you set up any policy/ objectives in order to limit your environmental impacts? _____

Yes/No (If yes, please provide details)

Are there any resources dedicated to environmental management, (i.e. systems, team)? _____

Yes/No (If yes, please provide details)

APPLICATION SUBMISSION FORM

I/ We, _____ (Company/Business name), do hereby apply to be prequalified for the following category ref: _____ category description: _____ and declare that:

- a. I/We have examined and have no reservations to the Prequalification documents, including Addendum(s) issued in accordance with Instructions to applicants.
- b. I/We, including any subcontractors or suppliers for any part of the contract resulting from this prequalification process, have nationalities from eligible countries.
- c. I/We, including any subcontractors or suppliers for any part of the contract resulting from this prequalification, have not been declared ineligible as per the laws of Kenya.
- d. I/We, in accordance with the relevant laws of Kenya, plan to subcontract the following key activities and/or Services: (Identify the key activities if any)
 - i. _____
 - ii. _____
 - iii. _____
- e. Guardsman Bureau Ltd and its authorized representatives are hereby authorized to conduct due diligence activities as may be deemed fit to verify statements, documents and information submitted in connection with this application.

Name _____ Position _____

Signature _____ Date and stamp _____