



PQN Notice

For the Provision of GRES Professional Services

Issue Date: 09TH JUNE 2017



Attention : Kamau Mwangi
E-mail : SBK_PROCUREMENT@STANBIC.COM
Tel : (Office) +254 20 363 8309

Description:

Date of issue of PQN NOTICE
Compulsory Tender Briefing
Proposal submission deadline

Date

: 09TH JUNE 2017
: Not Applicable
: 22ND June 2017 at 14h00 (EA Time)



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PART 1

PQN NOTICE RULES & GUIDELINES

This Part 1 introduces the PQN NOTICE and provides the background and objectives of the PQN NOTICE. This Part also contains the rules that govern the PQN NOTICE and defines the tender process that will be followed. No response is required to this Part.





1. GLOSSARY

In this Request for Proposal, the following terms shall have the meanings ascribed to them as set out below:

Bidder	means a supplier who has been selected by Stanbic Bank to submit a Proposal for the provision of the services and/or products mentioned in the Scope of Services and /or technical specifications set out in Part 2 of this PQN NOTICE.
Finalist	Means a shortlisted Bidder selected by Stanbic Bank after an initial review of all the Proposals submitted.
NDA	Means the non disclosure agreement that specifically refers to this PQN NOTICE that was entered into between the Bidder and Stanbic Bank prior to this PQN NOTICE being issued to the Bidder.
Master Agreement	Means the agreement to be entered into between Stanbic Bank and the Service Provider.
POC	Means the point of contact for all correspondence pursuant to the PQN NOTICE process, as set out in section 5.1 below.
Proposal	Means the documentation submitted by a Bidder in response to this PQN NOTICE.
Proposal Submission Deadline	has the meaning set out in section 5.2
Response Templates	Means the templates for the Bidder's response to the various sections of this PQN NOTICE, as contained in parts 2 to 6 of this PQN NOTICE.
PQN NOTICE	Means this pre-qualification notice no PQN NOTICE_082017 comprising parts 1 to 6.
Service Provider	Means the party selected by Stanbic Bank pursuant to this PQN NOTICE process.
Stanbic Bank	means The legal registered entity of Stanbic Bank
Validity Period	has the meaning set out in Section 5.5.1

2. INTRODUCTION

Stanbic Bank invites selected Bidders to submit Proposals for the provision of the goods requirement described in Part 2 of this PQN NOTICE. Only a Bidder, who has received this PQN NOTICE from Stanbic Bank, entered into an NDA with Stanbic Bank and has been invited to submit a Proposal may submit a Proposal. Any supplier who has not been invited by Stanbic Bank will be disqualified and its Proposal will neither be evaluated nor considered.

This PQN NOTICE sets out the scope and/or specifications of the services and/or products it requires. The Bidder must strictly adhere to the terms and conditions set out in this PQN NOTICE in preparing and submitting Proposals to Stanbic Bank failing which the Bidder's Proposal may be disqualified or penalised as set out in more detail below



This PQN NOTICE comprises 6 (Six) parts, which are briefly discussed below:

Part 1 – PQN NOTICE Introduction

- The PQN NOTICE is introduced and the background and objectives of the PQN NOTICE
- are provided.
- This part contains the rules that govern the PQN NOTICE and defines the tender process that will be followed. By responding to the PQN NOTICE, the Bidder automatically agrees to the rules and the tender process as set out in this PQN NOTICE.

Part 2 – Scope of Supply of Work and Prequalification Questionnaire

- This part sets out Stanbic Bank's quality requirements regarding the services or products it wants to procure from the Bidders.
- All detailed response documentation and all supporting documentation and information requested and / or volunteered by the Bidder must form part of the Bidder's Proposal.

Part 3 – Bidder Information

- This part sets out the Information each Bidder must provide to Stanbic Bank in respect of its name, juristic personality, address, directors or members, size and structure.

Part 4 – Authority for Signatory

- This part is the resolution of the board of directors or the members of the Bidder authorising the Bidder to submit a Proposal in response to this PQN NOTICE and to enter into an agreement with Stanbic Bank, should the Bidder's Proposal be accepted, and appointing and authorising signatories of all documents relating to its Proposals and/ or the Master Agreement.

Part 5 – Undertakings by the Bidder

- This is the undertaking by the Bidder regarding the submission of the Proposal. The undertaking sets out the basic commitments that the Bidder should make to Stanbic Bank when it submits the Proposal.

Part 6 – Declaration of Interest

- This is the declaration by the Bidder regarding any interest that its owners, senior management, employees and subcontractors may have with any employee/s of Stanbic Bank.

3. CONFIDENTIAL INFORMATION

- 3.1 For the purposes of this clause, the party disclosing confidential information shall be referred to as the "Disclosing Party" and the party receiving confidential information shall be referred to as the "Receiving Party".
- 3.2 For the purposes of this PQN NOTICE, Confidential Information means any and all information including, but not limited to, technical, financial, product and commercial information disclosed, in writing or otherwise, by the Disclosing Party to the Receiving



Party, whether disclosed in view of the purpose before or after the date of issue of the PQN NOTICE and shall be deemed to include all documents and other material (including samples, models and computer software) containing or embodying or based on the Confidential Information (or part thereof) together with all notes, summaries and other material derived therefrom and all copies or reproductions of the foregoing. Such Confidential Information shall not include information:

- 3.2.1 Which is generally available to the public, or which will become generally available to the public other than by breach by the Receiving Party of its obligations hereunder;
- 3.2.2 Which was or is already known to the Receiving Party before it had been or will be disclosed by the Disclosing Party, provided that such information may not reasonably be considered by the Receiving Party as confidential;
- 3.2.3 Which the Receiving Party has received or will receive on a non-confidential basis from any party (including any third party), which is not in breach of an obligation of confidentiality towards the Disclosing Party or any party (including any third party), provided that such information may not reasonably be considered by the Receiving Party as confidential; and/ or
- 3.2.4 Which is independently developed by or on behalf of the Receiving Party
- 3.3 Either Party shall:
 - 3.3.1 Hold the other Party's Confidential Information in the strictest confidence;
 - 3.3.2 Not make use thereof other than for the performance of its obligations under the Agreement; and
 - 3.3.3 Only release such Confidential Information on a "need to know" basis subject thereto that the persons to whom such Confidential Information is released shall undertake to be bound by the confidentiality obligations contained herein.
- 3.4 The Parties' obligation in terms of this clause will survive the termination of this Agreement including the termination thereof by the effluxion of time.
- 3.5 This PQN NOTICE shall remain the property of Stanbic Bank at all times, and must be returned or destroyed by the Bidder on request by Stanbic Bank. All printed, graphic and electronic documentation shall immediately be returned to the POC identified in this document as and when the Bidder (a) does not submit a Proposal, (b) the Bidder has been notified of elimination, (c) parties other than the Bidder are selected as Finalists in terms of the tender process. Failure to comply with the provisions of this clause shall be deemed to be a breach of the terms and conditions of this PQN NOTICE and Stanbic Bank shall be entitled to institute proceedings against such Bidder accordingly.
- 3.6 The Bidder shall not at any time release any statement to the press, or make any other public statement of any nature which could reasonably be expected to be published in any media regarding this PQN NOTICE or the relationship that may commence between the Bidder and Stanbic Bank pursuant to this PQN NOTICE or the subject matter of this



PQN NOTICE, nor may the Bidder use Stanbic Bank's name or logo in any publicity releases, or otherwise, without the prior written consent of Stanbic Bank, which consent may be withheld in its sole discretion.

- 3.7 In the event that a non disclosure agreement ("NDA") that specifically refers to this PQN NOTICE was entered into between a Bidder and Stanbic Bank, notwithstanding the provisions of this clause, the terms and conditions of such NDA shall continue to apply between the parties.

4. OVERVIEW

4.1 Business Objectives

The primary objective of this PQN NOTICE is to obtain Proposals that Stanbic Bank can implement either centrally or regionally as the case may be.

4.2 Banking Environment

The banking environment, within which Stanbic Bank operates, is highly regulated and subject to constant change, driven by changes in regulation, systems and applications. The Bidder must understand this when submitting its Proposal.

5. PQN NOTICE PROCESS INSTRUCTIONS

The provisions of this section stipulate the basis on which the PQN NOTICE process will proceed. The Bidder is advised that Stanbic Bank will enforce strict compliance with the stipulated processes and procedures and it further reserves the right to amend these from time to time, in its discretion, on written notice to the Bidder. Each Bidder must complete each part of the PQN NOTICE as comprehensively as possible.

5.1 Point of Contact (POC)

All communication with Stanbic Bank must be directed, during the hours of 08h00 to 16h30 on business days, to the single POC for this process, as follows:

E-mail : **Kamau Mwangi**
Tel : (Office) **+254 20 363 8309**



5.2 Timeline

The timeline below lists the major milestones in the PQN NOTICE process, and their expected completion dates. The Proposal must be submitted so as to ensure that Stanbic Bank receives it by no later than the closing time and date stipulated below. Stanbic Bank reserves the right to change such times and dates on written notice by the POC to each Bidder.

<u>Description:</u>	<u>Date</u>
Date of issue of PQN NOTICE:	: 09 JUNE 2017
Compulsory tender briefing session	: Not Applicable
Proposal submission deadline:	: 22 ND June 2017
Date preferred bidder is to be announced:	: Not Applicable

5.3 Request for Clarification and Additional Information

Questions regarding the PQN NOTICE document, including any technical enquiries, or the PQN NOTICE process should be documented and sent to the POC **via e-mail only**. Any written or verbal statements regarding this PQN NOTICE by any person other than the POC prior to the selection of the successful Bidder will be deemed unauthorised and may not be relied on.

Bidders are encouraged to review the PQN NOTICE thoroughly prior to submitting a comprehensive list of questions.

No compulsory Tender Briefing session will be required

Until the PQN NOTICE process is complete and the participating Bidders have been notified, unless explicitly authorised, **all contact regarding this PQN NOTICE with Stanbic Bank personnel outside of the PQN NOTICE process is prohibited**. Violation of any of these conditions will be considered sufficient cause to disqualify the Bidder from further participation in the PQN NOTICE Process.

5.4 Mandatory Use of the Proposal Format Template

To facilitate a timely and comprehensive evaluation of all submitted materials, responses must be submitted using the **Response Templates** and must be submitted in accordance with the requirements stipulated at **clause 5.5.1** The responses must be complete and, where information is omitted from a Proposal, Stanbic Bank reserves the right to treat that Proposal as non-responsive. Any deviation from this format may lead to the rejection of the Proposal. Alternative Proposals, if offered, are to be prepared using the same format and will be considered as part of the evaluation process.

All requests for information in all sections of this document must be answered as concisely as possible and with minimal marketing literature. Any deviations from requirements, or requirements that cannot be satisfied by the Bidder, must be clearly identified in the appropriate Response Templates. Proposals shall include a statement (the form of which is contained in Part 5) from the Bidder indicating that the Bidder understands the requirements of the PQN NOTICE and accepts the terms and conditions under which the PQN NOTICE was issued to the Bidder. All pages and sections in the Proposal must be clearly numbered or referenced.



5.5 Submission of Proposals

5.5.1 Requirements

The Bidder's Proposal shall be delivered by the Proposal Submission Deadline specified in section 5.2. All aspects of the Proposal shall remain valid and binding (and not capable of amendment or withdrawal by the Bidder) for a period of 90 (Ninety) days from the Proposal Submission Deadline ("**Validity Period**").

An electronic Proposal comprising, at a minimum the completed Response Templates, signed by a duly authorised officer of the Bidder, accompanied by an original valid resolution (the form of which is set out in Part 4) authorising such officer to sign the Proposal on behalf of the Bidder, must be submitted by the Bidder through email only. No Hard copies are to be submitted to Stanbic Bank.

5.5.2 Late Submission of Bidder Proposals

A Proposal is late if it is received at the POC after the Proposal Submission Deadline. A late Proposal shall not be considered and where practicable it will be returned unread to the Bidder accompanied by an explanation. However, a late Proposal may be considered for acceptance at the sole and absolute discretion of Stanbic Bank.

5.5.3 Withdrawal of Bidder Proposals

No Proposal may be withdrawn during the Validity Period without the prior agreement of Stanbic Bank which may be withheld in its sole discretion.

5.5.4 Ownership of Proposal Documentation

All Proposals (and related materials), once submitted, become the property of Stanbic Bank.

By submitting a Proposal, the Bidder licenses Stanbic Bank to reproduce (within Stanbic Bank and to its advisers for the purposes of adjudicating this PQN NOTICE only) the whole or any portion of the Bidder's Proposal, notwithstanding any copyright or other intellectual property rights vesting in the Proposal.

5.5.5 Additional Information

Should the Bidder not supply all the information required in this PQN NOTICE, or the information supplied be regarded as inconsistent with the information supplied in the Proposal, Stanbic Bank shall have the right to require the Bidder to supply such required information within a period not exceeding 14 (fourteen) calendar days from date of request. Notwithstanding the foregoing, Stanbic Bank is not obliged to request the additional information and may elect to follow any of the provisions of this PQN NOTICE dealing with Proposals not conforming to the requirements of this PQN NOTICE.

In the event that the Bidder fails to supply the information required, as contemplated above, or the information supplied is regarded as inconsistent with the information supplied in the Proposal before or after any requests for clarification, Stanbic Bank may, in its sole and absolute discretion, use the least advantageous information supplied by that Bidder for that particular evaluation point.



5.5.6 Pricing and Quantity

Any quantities indicated in this PQN NOTICE or in the Proposal, whether qualified or not, will be for evaluation purposes only. Stanbic Bank does not undertake to purchase any minimum quantity of the products or services from the Bidders, Finalists or Service Provider. Stanbic Bank will, accordingly, not be bound by any representation regarding quantities to be purchased, unless expressly agreed in writing and signed by the duly authorised representative of Stanbic Bank.

Stanbic Bank prefers that the Bidder gives firm prices in its Proposal. For the purposes of this PQN NOTICE "firm prices" are prices at which the Bidder will supply the products and/or the services to Stanbic Bank without any adjustment thereto for any reason whatsoever, unless agreed upon by Stanbic Bank and the Service Provider during the currency of the Master Agreement. Stanbic Bank will in this regard prefer that prices be firm for the period stipulated in the Master Agreement.

Should the Bidder not quote a firm price in the Proposal, the Bidder must provide a suitable and simple escalation formula to determine how any contract prices will be escalated during the currency of the Master Agreement.

The Bidder must submit a price schedule in which it sets out the total cost breakdown of the prices it has quoted in the Proposal.

5.6 Pre-Qualification Criteria

CATEGORIES	
Main Building Works	
Interior Fit out works	
Electrical Installations	
Generator Installations service and maintenance	
Security Installations- CCTV Installations and Maintenance	
Fire Detection and Alarm System Installations and Maintenance	
Plumbing and Drainage Installations	
Air-conditioning and Mechanical Ventilation Installations	
Consultants (Project Managers; Architects; Quantity Surveyors; Services Engineers; Structural Civil Engineers)	
Fire Extinguishers supply and Maintenance	
Fire Monitoring & Response	

In order for Stanbic Bank to consider a Bidder's Proposal fully, each Bidder must present sufficient substantiation or proof that they:

- are financially sound, as substantiated by the balance sheet of the Bidder for the last 2 financial years;



- have competence in providing the products or services required by Stanbic Bank in terms of this PQN NOTICE; and
- have a viable customer base with customer reference sites that Stanbic Bank can access or customer contact details that Stanbic Bank can contact.

Details and substantiation of the above should be set out in the appropriate Parts. Should Stanbic Bank not be satisfied that a Bidder satisfies the above criteria, Stanbic Bank reserves the right, without being obliged, to disqualify the Bidder.

5.7 Subsequent Steps

5.7.1 Finalists and Bidder Notification

Following submission of the Proposals, Stanbic Bank will evaluate all Proposals and will select one or more Finalists based on the Proposals submitted, compliance with the pre-qualification criteria in section 5.6 and its predetermined evaluation criteria. All Bidders will be advised of Stanbic Bank's decision concerning their Proposals in writing or via email, by way of Stanbic Bank's standard letter of acceptance or letter of rejection.

Stanbic Bank reserves the right to reject any or all Proposals and enter into negotiations with any Bidder(s) that Stanbic Bank may choose. The review procedure will continue until Stanbic Bank chooses an acceptable Service Provider or until Stanbic Bank chooses to reject all Proposals. Stanbic Bank also reserves the right to award more than one contract. Any appointment of a Bidder as a Finalist shall not constitute, and shall not be construed as; a final acceptance of the Bidder's Proposal and shall not constitute a binding agreement between Stanbic Bank and the Finalist with regard to the contents thereof.

5.7.2 Finalists Due Diligence

To enable Finalists to achieve sound pricing, Finalists may be invited to undertake a due diligence procedure after they have been appointed as Finalists.

Access to Stanbic Bank will be by appointment only. Appointments must be made through the POC.

Stanbic Bank will attempt to accommodate additional reasonable due diligence requests.

Stanbic Bank shall be entitled, at its discretion, to conduct a further level of due diligence of the Finalists which may include reference site visits and response validation.

5.7.3 Contract Clarification Sessions

Clarification sessions for the PQN NOTICE responses may be conducted with each Finalist. These sessions will provide Stanbic Bank the opportunity to clarify Bidder issues lists and other responses and will allow Finalists to clarify remaining questions regarding the PQN NOTICE requirements.

5.7.4 Negotiations and Contract Approach

Stanbic Bank will enter into negotiations with Finalists, following the negotiation rules and procedures as set out below. Further details will be given before the negotiations commence. The intention is that Stanbic Bank will enter into a Master Agreement with the selected Service Provider, which agreement will set out the products and/or services to be provided to Stanbic Bank.



5.7.5 Contract Execution

The selected Service Provider must deliver to Stanbic Bank all documents required in this PQN NOTICE and its enclosures and schedules. Stanbic Bank may require, at its discretion, a performance bond, guarantee agreement, letter of credit or other form of guarantee in such an amount as Stanbic Bank may determine, subject to its review of the Service Provider's Proposal.

Any resulting Master Agreement that may be entered into with the Service Provider as a result of this PQN NOTICE shall be a stand alone agreement and shall not be a novation of any other agreement or terms and conditions that may be in effect between the parties. However, the Service Provider shall identify any established agreements that are currently in effect that will or may potentially affect or be affected by any agreement resulting from this PQN NOTICE.

5.8 Negotiation Rules and Procedures

Upon selection of the Finalists, Stanbic Bank will engage with duly authorised representatives on the following basis to conclude the Master Agreement:

5.8.1 Finalist's Negotiation Team

The Finalist(s) will deploy a senior negotiation team for the contract negotiations.

Stanbic Bank require that the Finalist(s)' negotiation team be led by its proposed account executive, who will be responsible for day-to-day operations.

The Finalist(s)' negotiation team must be empowered to make decisions on all parts of the Master Agreement, including pricing and other key business terms such as service level agreements, events of default, liabilities, damages, and the like, to be assumed by the Finalist(s).

If it is determined that Finalist(s)' negotiation team is not empowered to negotiate the Master Agreement or if substitutions are made or if additional members are added to the team, the net effect of which is to delay the negotiations, then Stanbic Bank reserves the right to cease negotiations and require the Finalist(s) to reimburse Stanbic Bank for expenses incurred in connection with Finalist(s)' failure to comply with the above procedures.

5.8.2 In-Person Meetings—Location of Meetings

Unless otherwise agreed by Stanbic Bank, negotiations will be conducted at Stanbic Bank's premises at times and at locations to be determined by Stanbic Bank. Meetings will require the in-person presence of the entire Finalist(s) negotiation team, the costs of which are to be borne by the Finalist(s). Meetings via telephone or video conference may be scheduled at the discretion of Stanbic Bank.

5.8.3 Cost and Expenses

Each Finalist will be responsible for its own costs and expenses in negotiating the Master Agreement.

6. TERMS AND CONDITIONS FOR PQN NOTICE PROCESS

By accepting receipt of this PQN NOTICE, the Bidder agrees to be bound by and to adhere to the terms and conditions contained in this PQN NOTICE, including, without limitation, those set out in this section 6. The Bidder must ensure that each member, subcontractor,



agent, employee and advisor of the Bidder is aware of and understands the terms and conditions for the PQN NOTICE process and the implications of failing to comply therewith.

6.1 Interpretation of this PQN NOTICE

Should there be any difference between Stanbic Bank and the Bidder regarding the interpretation of any provision of this PQN NOTICE, the Bidder shall accept Stanbic Bank's interpretation thereof.

6.2 Costs of preparing Proposals

The Bidder shall bear all costs relating to the preparation, presentation and demonstration of the submission contained in the Proposal and any negotiations which it may enter into with Stanbic Bank with regard to the Agreement and Stanbic Bank shall not have any liability in respect of such costs and any subsequent due diligence visits by the Bidder.

6.3 Eligibility requirements

Only Bidders to whom this PQN NOTICE is specifically addressed and, where applicable, who have signed an NDA (where applicable), are eligible for participation in this PQN NOTICE process. Please note that in the event there is a non disclosure agreement in place between the Service Provider and Stanbic Bank separate to this PQN NOTICE, the Service Provider is still required to sign an NDA pertaining to the PQN NOTICE, if required by Stanbic Bank.

6.4 Collusion

A Bidder shall, without prejudice to any other remedy available to Stanbic Bank, be liable for disqualification where:

- the Bidder and its respective advisors, officers, employees and agents engage in any collusive action with respect to the PQN NOTICE process which serves to limit competition amongst Bidders; or
- a member, major subcontractor, agent, employee or advisor of a Bidder is a member, major subcontractor, agent, employee or advisor of another Bidder unless permission is sought from Stanbic Bank in writing accompanied by a full motivation for such involvement prior to the Proposal Submission Deadline.

6.5 Integrity and honesty

Bidders must act with the highest degree of integrity and honesty and with the utmost good faith in all dealings with Stanbic Bank in respect of this PQN NOTICE process. Proposals submitted must not contain any misrepresentations and a Bidder will be required to warrant that no material misstatements or omissions are contained in its Proposal.

6.6 Copyright and ownership

The copyright in all documents and data forming part of the PQN NOTICE documentation or developed by Stanbic Bank during any stage of the PQN NOTICE Process, shall vest in Stanbic Bank and their advisors. The PQN NOTICE may not be reproduced, copied or



stored in any medium without the prior written consent of Stanbic Bank other than for use strictly for the purpose or preparing a response to this PQN NOTICE.

All materials, information and data submitted by Bidder shall become the sole property of Stanbic Bank, with the exception of:

- confidential financial statements; and
- copyright material, trade secrets or other proprietary information clearly identified as such by Bidder in its Proposal.

6.7 Applicable Law and Disputes

The PQN NOTICE process and any disputes arising pursuant thereto shall be subject to the laws of the respective country. Any dispute arising in relation to or in connection with any aspect of the PQN NOTICE process shall be dealt with in accordance with the provisions of this section, utilising the following procedure:

- In the event of any dispute arising, notice of the dispute must be lodged in writing by the Bidder with the POC within 5 (five) days of the Bidder becoming aware of a dispute. Any dispute not lodged in this manner will not be entertained by Stanbic Bank.
- Stanbic Bank shall, within 7 (five) business days of being notified of the dispute, arrange a meeting with the Bidder, at which meeting the Bidder and Stanbic Bank shall attempt to resolve the dispute.
- Where the parties are unable to resolve the dispute, senior executives of the parties shall attend a further meeting within 5 (five) days thereafter to attempt to resolve the dispute.
- Without derogating from the foregoing, the Bidder specifically agrees that the selection of Finalists and the ultimate Service Provider, shall be in the sole and absolute discretion of Stanbic Bank and that it may not, under any circumstances whatsoever and howsoever arising, challenge any award or appointment in terms of the PQN NOTICE Process. To the extent necessary, the Bidder hereby irrevocably and unconditionally waives all such rights which it may have in this regard, if any.

7. DISCLAIMER

Stanbic Bank shall in its sole discretion select those Bidders who shall be invited to enter into this PQN NOTICE process.

This is a Request for Proposal, not an order. No costs can be charged by the Bidder prior to the finalisation of the Master Agreement by Stanbic Bank and the successful Bidder(s).

This document will not be construed as a request or authorisation to perform work at Stanbic Bank's expense. Any work performed by the Bidder in connection with evaluating and responding to this PQN NOTICE and, if selected, negotiating the Master Agreement, will be at the Bidder's own discretion and expense. This PQN NOTICE does not represent a commitment to purchase or lease or to enter into any Master Agreement with the Bidder. Stanbic Bank reserves the right to reject any and all Proposals at their sole and absolute discretion. Submission of a Proposal constitutes acknowledgment that the Bidder has read and agrees to be bound by such terms.



Stanbic Bank reserves the right, without qualification, to select any Proposal as a basis for negotiation, to reject all Proposals, and to exercise its discretion and apply its judgment with respect to any Proposal submitted.

This PQN NOTICE does not commit Stanbic Bank to pay the costs incurred in connection with any Proposal or to procure or contract for any products or services offered.

Stanbic Bank reserves the right, at its sole discretion, to reject any and all Proposals or to modify the proposed scope, with or without reason. Stanbic Bank may reject all Bidder Proposals or may accept any one or any combination of Bidder Proposals or options, without regard to the price or any other particular factors. Omissions, evasions, alterations, additions or irregularities of any kind may constitute sufficient cause for rejection of a Proposal without further consideration.

Stanbic Bank will assess the Bidders' Proposals and use this information as a basis for selecting its preferred Service Provider. The Bidder's Proposal may result in selection by Stanbic Bank for further discussions toward execution of an agreement. The commencement of negotiations, however, does not obligate Stanbic Bank to contract with any Bidder.

The information provided in this document will enable the Bidder to formulate a Proposal to meet the requirements, as described in this PQN NOTICE. The information in this PQN NOTICE is accurate to the best of Stanbic Bank's knowledge but is not guaranteed to be correct or complete and the responsibility rests at all times on Bidders to verify the accuracy of any information provided.



PART 2

2.1 PRE-QUALIFICATION QUESTIONNAIRE

This Part contains the technical requirements of Stanbic Bank and contains a number of questions that must be answered by the Bidder as comprehensively as possible.

Date: 09TH JUNE 2017



Section 1 - Company Profile



1.1	Company Information	List Information Here	
1.1.1	Company Registered Name		
1.1.2	Year Established		
1.1.3	Registered Company Number		
1.1.4	*Domicile (Legal) Street Address		
1.1.5	*Domicile (Legal) Telephone Number		
1.1.6	*Domicile (Legal) Electronic Mail (Email) Address		
1.1.7	Country of Registration		
1.1.8	Company Trading Name		
1.1.9	Parent Company		
1.2	Where applicable, please provide the following Stanbic Bank Information	List Information Here	
1.2.1	Please indicate if you are a current Vendor to Stanbic Bank, If yes provide vendor number		
1.2.2	When was the last time you traded with Stanbic Bank?		
1.2.3	Does your company have any valid contracts with Stanbic Bank? If yes, provide detail		
1.2.4	What was your total business with Stanbic Bank to date? Also, please include period		
1.3	Please provide 3 years audited financial statements: (specify the currency)	List Information Here	
1.3.1	Financial year-end (e.g. 30 June)		
1.3.2	Current Year Turnover (projected)		
1.3.3	2015 Year Turnover & Profit Margin (%)		Profit Margin
1.3.4	2014 Year Turnover & Profit Margin (%)		Profit Margin
1.3.5	Total Capital (in KES)		
1.4	Has your company ever been liquidated (bankrupt) or put under judicial management (current or previous names)?	Yes / No	List Information Here
1.4.1			
1.5	Has your company traded continuously and without interruption since registration?	Yes / No	List Information Here
1.5.1			
1.6	Please indicate the regions in which your company operates	List Information Here	



1.6.1			
Section 2 - Safety, Health & Environment			
2.1	Do you have a SHE (Safety, Health & Environment) policy?	Yes / No	Please provide additional comments. Attach any supporting documentation electronically
2.1.1			
2.2	Do you have a SHE (Safety, Health & Environment) system?	Yes / No	Please provide additional comments. Attach any supporting documentation electronically
2.2.1			
Section 3 - Capability, Supplier & Customer Base			
3.1	Please provide the following Capability information from:		%
3.1.1	Does your organization belong to any Industry Accredited Organizations / Institutions? Please attach proof		
3.1.2	Total number of employees?		
3.1.3	Do you import any of your business requirements.i.e? Products, resources? Yes/No		
3.1.4	What is your core business?		
3.2	List of your top 3 customers of your business	Customer Name	Work Performed/Description
3.2.1	1...		
3.2.2	2...		
3.2.3	3...		
3.3	List of your top 3 suppliers (supply you) by expenditure	Supplier Name	Material / services supplied
3.3.1	1...		
3.3.2	2...		
3.3.3	3...		
Section 4- Technical Standards & Quality Assurance Standards			
4.1	Do you have the following		Yes/No



certifications?			
4.1.1	SO 9001 - Quality		
4.1.2	ISO 14001 - Environment		
4.1.3	Other, please specify		
4.2	Are you prepared to allow Stanbic Bank personnel access to your premises to perform a technical assessment of your capabilities?	Yes/No	
4.2.1			
4.2.2			
4.3	Does your company have a corporate quality policy and/ quality manuals?	Yes/No	Description
4.3.1			
4.4	Do you have dedicated quality management resources and transparent process to ensure quality in your product or services?	List of dedicated resources	Description of quality management process
4.4.1			
Section 5 - Systems & Software			
5.1	Does your company use Finance/Operational software to perform the following:	Yes/No	Provide details
5.1.1	Cost Control		
5.1.2	Scheduling		
5.1.3	Resource load schedule and monitor efficiencies		
5.1.4	Other, please specify		
Section 6- Specific Product / Service			
Please refer to the attached scope of services and demonstrate compliance and related experience			



2.1.1 REGIONAL PRESENCE

REGION	CITY	PRESENCE (Y/N)	BUSINESS ADDRESS
COAST	DIGO		
	NYALI		
	MALINDI		
WESTERN	KISII		
	KISUMU		
	NAIVASHA		
	NAKURU		
	ELDORET		
CENTRAL	NANYUKI		
	MERU		
	THIKA		

NOTE:

The objective is to set up a “Panel of Suppliers” (Panel) per region who have been pre-approved and who have agreed to the terms and conditions for supply of the good and services. We intend to agree in advance with each qualifying supplier the terms and conditions of supply of the goods, services or works, including the pricing (e.g. agreed hourly fee) or the pricing mechanism that will apply.

Once the Panel has been established through this process it will be closed and suppliers can't apply to join it until it is refreshed or re-tendered. Therefore, ROA teams within the defined Regions would not need to openly advertise individual contract opportunities. Countries may purchase directly from the panel.

2.2.2 SUPPORTING DOCUMENTATION

- CV's of key resources
- Company Profile
- 3 years financial statements
- Company profile.
- VAT registration certificate.



-
- Tax compliance certificate on the company's tax status.
 - Certificate of incorporation
 - Memorandum & article of association
 - CR12
 - Membership to Professional/Self-regulating Bodies
 - Letters from three recent clients worked for in the last one year
 - Current NCA Certificate
 - Copy of shareholding and directorship page of memorandum and articles of association
 - Copy of Single Business Permit from County Government
 - Copy of contractors registration status with National Construction Authority
 - Copy of written power of attorney of the signatory of the tender

A. REPORT ON FINANCIAL STANDING OF THE TENDERER

- 1) Evidence of adequacy of working capital
- 2) Letters of authority to seek references from bankers
- 3) Information on litigation
- 4) Audited financial statements

Proof of Registration with Ministry of Energy – for Electrical Contractors



PRICING

Notes:

- Bidders to submit regulated rates where applicable.
- Consultants to also submit percentage rates where applicable.
- Where possible pricing to be submitted in local currencies.
- Prices where applicable need to be exclusive of VAT/TAX and any other applicable taxes.
- Price validity must be for 2 years.



PART 3

BIDDER INFORMATION

This part sets out the Information each Bidder must provide to Stanbic Bank in respect of its name juristic personality address directors or members size and structure.

Date: 09TH JUNE 2017





1. SUPPLIER INFORMATION

<p>Supplier Registration / Section 1</p> <p>Supplier information / Account details</p>	
<p>PQN Notice</p> <p>Suppliers shall forward the following information to Stanbic Bank with a copy of a certified cancelled cheque/letter from the supplier' Bank confirming banking details together with the proposal / Not Applicable</p> <p>To: sbk_procurement@stanbic.com</p>	
Full Name of Supplier	
Trading As (If different from above)	
Core Business Function	
Physical Address	Street/House Number
	City
	Postal Code
	Country
Postal Address	P O Box
	Suburb/City
	Postal Code
	Country
Accounts Communication	Telephone Number
	Fax Number
	Cell Number
	Contact Person
	Email address of person receiving remittance
Purchase Order Communication	Telephone Number
	Fax Number
	Cell Number
	Contact Person
	Email address of person receiving orders
	Website/URL
Tax Information	VAT registration no.



Payment Data	Account Holder	
	Account Type	
	Bank	
	Branch where account is held	
	Branch code	
	Bank account number	
	Percentage settlement discount for early payment	

This is to confirm that the above information included is correct and valid.

Signed at:-	
Date:-	
Signature	
For and on behalf of the Bidder	
Name	
Designation	
I warrant that I have been duly authorised to sign this Declaration	
Physical Address	
Postal Address	
Fax Number	

Signed at:-	
Date:-	
Signature	
For and on behalf of the Bidder	
Name	
Designation	
I warrant that I have been duly authorised to sign this Declaration	
Physical Address	
Postal Address	
Fax Number	



2. SUBCONTRACTOR INFORMATION

Bidders shall provide the following information on each subcontractor which it intends to use to provide the products and/or services.

Full name of Subcontractor #				
Trading as				
Company Registration Number				
Physical Address				
Geographic Regions in which services will be provided	Region	% of services to be provided by subcontractor in such Region?		
Subcontract entered into?	Yes		N o	





PART 5

UNDERTAKINGS BY THE BIDDER

This is the undertaking by the Bidder regarding the submission of the Proposal. The undertaking sets out the basic commitments that the Bidder should make to Stanbic Bank when it submits the Proposal.

Date: 09TH JUNE 2017





THE UNDERTAKING BY THE BIDDER

1. We, the undersigned Bidder, hereby acknowledge the requirements of PQN NOTICE No **PQN Notice** and accept the terms and conditions under which the PQN NOTICE was issued to us.
2. We agree that:
 - 2.1. the offer we have made in this Proposal shall remain binding upon us and open for acceptance by Stanbic Bank for a period of 180 days from the Proposal Submission Deadline;
 - 2.2. should we be selected as a Finalist, our appointment shall be subject to the successful negotiation and conclusion of a Master Agreement between ourselves and Stanbic Bank;
 - 2.3. for the purposes of any legal proceedings arising out of this PQN NOTICE process, we choose domicilium citandi et executandi in the Republic of South Africa as indicated below.

3. DECLARATION

We hereby declare that this is the only Proposal we have submitted in response to the PQN NOTICE and we confirm that we have not submitted any other Proposal under any other name and that we are not part of any company, close corporation, consortium, partnership, joint venture or a similar organisation which has submitted a Proposal in response to the PQN NOTICE.

4. OTHER TERMS AND CONDITIONS NOT APPLICABLE

We furthermore confirm that we have satisfied ourselves as to the correctness and validity of our Proposal and that the price(s) and rate(s) quoted cover all the goods and services specified in the Proposal and that we accept that any mistakes regarding prices and calculations will be at our risk.

We hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us should our Proposal be accepted.

Signed at:-	
Date:-	
Signature	
For and on behalf of the Bidder	
Name	
Designation	
I warrant that I have been duly authorised to sign this Declaration	
Physical Address	
Postal Address	
Fax Number	

Signed at:-	
Date:-	
Signature	
For and on behalf of the Bidder	
Name	
Designation	
I warrant that I have been duly authorised to sign this Declaration	
Physical Address	
Postal Address	
Fax Number	



PART 6

DECLARATION OF INTEREST

This is the declaration by the Bidder regarding any interest that its owner's senior management employees and subcontractors may have with any employee/s of Stanbic Bank.





DECLARATION OF INTEREST

The Bidder is required to declare any interest that it or its subcontractors, or their respective employees may have in Stanbic Bank or that any Stanbic Bank employee may have in the Bidder (other than by way of shares which are publicly traded). To that effect the following must be duly stated by the authorised signatory/ies:

Name of Bidder				
1. Are you or any person associated with your Proposal, employees of Stanbic Bank?	Yes		No	
If so, state particulars				
2. Have you, or any person associated with your Proposal, any relationship (family, friend, other) with any person employed by Stanbic Bank who may be involved with the evaluation and adjudication of this PQN NOTICE?	Yes		No	
If so, state particulars				
3. Are you, or any person associated with your Proposal, aware of any relationship (family, friend, other) between the Bidder and any person employed by Stanbic Bank who may be involved with the evaluation and adjudication of Proposals submitted in response to this PQN NOTICE?	Yes		No	
If so, state particulars				
Signed by Declarant	Sign			
Title of Declarant	who warrants that he is duly authorised			



Annexure A: Intention to respond to the Request for Proposal

Please complete this intention to respond template provided (**Annexure A**) and email a scanned version to **SBK_PROCUREMENT@STANBIC.COM** by **22 JUNE 2017, 14:00** (GMT+2). Please use the following format in the subject line of the email:

Intention to respond to PQN NOTICE

We **accept** the request to submit a proposal

OR

We **decline** the request to submit a proposal

Company: _____

Name of authorised representative: _____

Position: _____

Signature: _____

Date: _____



Annexure B – Business Continuity Management Questionnaire

No.	Questions	Y/N	Explanation / Response
1	Does your organization have a Business Continuity/Disaster Recovery (“BC/DR”) program?		
2	Is your BC/DR Program reviewed and/or approved by the regulator?		
3	Does your Business Continuity Plan (BCP) ensure availability of an alternative site should an event interrupt operations from your primary site/sites that support the services provided to Stanbic Bank?		
4	How soon can the alternative site/sites become operational in a contingency situation?		
5	Does your organization have contingency solutions for the loss of the following at your primary sites – Electrical supply, Water or telecommunications, IT, Building?		
6	Do you have a staff training program in place to ensure continuity of services in the event that your Business Continuity Plan is invoked?		
7	How often is your BC/DR Program audited? Is this audit internal, external or both?		
8	When was the last BC/DR Program audit?		
9	What were the audit results?		
10	Have the recommendations been acted upon?		
11	Can you provide Stanbic Bank with a copy of your latest Business Continuity Plan?		
12	How often is your Business Continuity Plan tested?		
13	When last was your Business Continuity Plan tested?		
14	Did the test meet the Recovery Test Objectives as agreed in the Service Level Agreement (SLA) between your organization and Stanbic Bank?		
15	Can your organization provide the latest confirmation and test results of your Business Continuity?		