



KENYA SCHOOL OF GOVERNMENT
Empowering the Public Service

NATIONAL TENDER

FOR

**LOGO DESIGN COMPETITION FOR
KENYA SCHOOL OF GOVERNMENT**

RESERVED FOR; COLLEGE/UNIVERSITY STUDENTS

TENDER NO: KSG/CORP/01/2025-2026

CLOSING DATE: OCTOBER 30, 2025 AT 11:00AM

Table of Contents

SECTION I: INVITATION TO TENDER	4
SECTION II: INSTRUCTIONS TO TENDERERS.....	7
2.1 Scope of Tender.....	7
2.2 Eligible Tenderers.....	7
2.3 Cost of Tendering	7
2.4 Language of Tender.....	7
2.5 Contents of Tender document.....	7
2.6 Clarification of Tendering Document.....	8
2.7 Amendment of Tendering Document	8
2.8 Documents Comprising the Tender.....	8
2.9 Tenderers' Eligibility and Qualifications.....	8
2.10 Validity of Tenders.....	8
2.11 Format and Signing of Tenders.....	9
2.12 Sealing and Marking of Tenders.....	9
2.13 Deadline for Submission of Tenders	10
2.14 Modification and withdrawal of tenders	10
2.15 Opening of Tenders.....	11
2.16 Clarification of Tenders	11
2.17 Preliminary Examination and Responsiveness	11
2.18 Evaluation and comparison of tenders.....	12
2.19 Contacting Kenya School of Government	12
2.20 Award of Contract	12
2.21 KSG's Right to Vary quantities.....	13
2.22 KSG's Right to Accept or Reject any or All Tenders.....	13
2.23 Preference.....	14
2.24 Notification of award	14
2.25 Transfer of all copyrights.....	14
2.26 Corrupt or Fraudulent Practices.....	15
SECTION III: TENDER DATA SHEET (TDS).....	16
SECTION IV: EVALUATION AND QUALIFICATION CRITERIA.....	18
SECTION V: GENERAL CONDITIONS OF CONTRACT	23
5.1 Definitions	23
5.2 Application	23
5.3 Standards.....	23
5.4 Transfer of all Copyrights	23
5.5 Patent Right's.....	23
5.6 Inspections and Tests.....	24
5.7 Payment	24
5.8 Assignment.....	24
5.9 Termination for Default.....	24
5.10 Termination for insolvency.....	25
5.11 Termination for convenience	25
5.12 Resolution of disputes	25
5.13 Governing Language	25
5.14 Force Majeure.....	25
5.15 Applicable Law	26
5.16 Notices.....	26
SECTION VI: SPECIAL CONDITIONS OF CONTRACT	27

SECTION VII: SCHEDULE OF REQUIREMENTS	28
SECTION VIII: STANDARD FORMS	32

SECTION I: INVITATION TO TENDER

TENDER FOR LOGO DESIGN FOR KENYA SCHOOL OF GOVERNMENT TENDER NO: KSG/CORP/01/2025-2026

- 1.1. The Kenya School of Government (KSG) was established as a State Corporation under the KSG Act, 2012. The mandate of the School is to enhance knowledge, skills, and competencies of public officials and thereby transform the Public Service into an efficient, innovative, and expert agency in national leadership and management, policy making and implementation, service delivery, and public engagement.
- 1.2. As we continue to grow and evolve, a refreshed visual identity is vital to reflect both our proud heritage and our forward-looking aspirations. To achieve this, the School invites student designers to participate in a competition open to students/learners from accredited universities and colleges/ institutes across Kenya.
- 1.3. All entrants must be currently enrolled in a recognized university or tertiary college and must be 21 years of age or older with a valid PIN Number. Participation is open exclusively to Kenyan citizens
- 1.4. **Reward for Winning Logo**

The selected winning logos will be awarded in order of merit as follows:

1. First Position – Kshs 130,000.00
2. Second Position – Kshs 100,000.00
3. Third Position – Kshs 70,000.00

N.B: 5% withholding tax will apply.

- 1.5. The copyright and/or trademark and other intellectual property of the three winning logos shall vest in the School. A complete set of tender documents may be downloaded by interested candidates free of charge at the School's website www.ksg.ac.ke and www.tenders.go.ke.
- 1.6. Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours 0900 to 1700 hours at the Procurement Office, Kenya School of Government, Lower Kabete Campus.
- 1.7. A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fee of KES 1,000/= by M-pesa or Banker's Cheque and payable to the address given below. Tender documents obtained electronically will be free of charge.
- 1.8. Tender documents may be viewed and downloaded for free from the website www.ksg.ac.ke or the Government Public Procurement Information Portal www.tenders.go.ke. Tenderers who download the tender document must forward their particulars immediately to competition@ksg.ac.ke to facilitate any further clarification or addendum.

- 1.9. The Tenderer shall chronologically serialize all pages of the tender documents submitted.
- 1.10. Completed tenders must be delivered to the address below on or before October 30, 2025 at 11:00am. Electronic Tenders will not be permitted.
- 1.11. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened at the address below in the presence of the Tenderers' designated representatives who choose to attend. Covid-19 guidelines and protocols will be adhered to.
- 1.12. Late tenders will be rejected.
- 1.13. The addresses referred to above are:

1. Address for obtaining further information and for purchasing tender documents

Kenya School of Government

P.O Box 23030-00604, Lower Kabete

2. Physical address for hand Delivery to an office or Tender Box;

Kenya School of Government, Lower Kabete.

Administration Block; Ground Floor.

For Enquiries via email; competition@ksg.ac.ke

3. Address for Submission of Tenders.

Director General

Kenya School of Government

P.O Box 23030-00604, Lower Kabete

Tender Box Located at Administration Block, Ground Floor *on or before October 30, 2025 at 11:00am.*

4. Address for Opening of Tenders.

Kenya School of Government

P.O Box 23030-00604, Lower Kabete

Administration Block on October 30, 2025 at 11:30am.

Name: **Muktar Mohammed**

Designation: **Deputy Director Supply Chain Management Services**

Signature: Date:

PART 1 - TENDERING PROCEDURES

SECTION II: INSTRUCTIONS TO TENDERERS

2.0 General Provisions

2.1 Scope of Tender

- i. The Procuring Entity as defined in the TDS invites tenders for supply of goods and, if applicable, any Related Services incidental thereto, as specified in Section V, Supply Requirements. The name, identification, and number of lots (contracts) of this Tender Document are specified in the TDS.
- ii. Throughout this tendering document:
- iii. the term “in writing” means communicated in written form (e.g. by mail, e-mail, fax, including if specified in the TDS, distributed or received through the electronic-procurement system used by the Procuring Entity) with proof of receipt;
- iv. if the context so requires, “singular” means “plural” and vice versa;
- v. “Day” means calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Procuring Entity. It excludes official public holidays.

2.2 Eligible Tenderers

- i. This invitation to tender is open to all tenderers eligible as described in the instructions to tenderers. Successful tenderers shall provide the services for the stipulated duration from the date of commencement (hereinafter referred to as the term) specified in the tender documents.
- ii. Kenya School of Government employees, committee members, board members, their relatives (spouse and children) and any designers working for the government are not eligible to participate in the tender.
- iii. Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or has not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenya School of Government to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services under this invitation for tenders.
- iv. Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.3 Cost of Tendering

- i. The Tenderer shall bear all costs associated with the preparation and submission of its Tender, and the Procuring Entity shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

2.4 Language of Tender

- i. The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Procuring Entity, shall be written in English Language. Supporting documents and printed literature that are part of the Tender may be in another language provided they are accompanied by an accurate translation of the relevant passages into the English Language, in which case, for purposes of interpretation of the Tender, such translation shall govern.

2.5 Contents of Tender document

- i. The Tender document comprises of the documents listed below and the addenda issued in accordance with Clause 6 of these instructions to tenderers:
 - i. Instructions to tenderers
 - ii. General conditions of contract
 - iii. Special Conditions of contract
 - iv. Schedule of requirements

- v. Transfer of all copyright, intellectual property rights and patents
 - vi. Confidential information questionnaire form
 - vii. Declaration form
 - viii. Self-declaration forms
- ii. The Tenderer is expected to examine all instructions, forms, terms and specifications in the tender documents. Failure to furnish all information required by the tender documents or to submit a tender not substantially responsive to the tender documents in every respect will be at the tenderer's risk and may result in the rejection of its tender.

2.6 Clarification of Tendering Document

- i. A prospective candidate making inquiries of the tender documents may notify KSG in writing or by post or email at the entity's address indicated in the Invitation for tenders. KSG will respond in writing to any request for clarification of the tender documents, which it receives no later than three (3) days prior to the deadline for the submission of tenders, prescribed by KSG. Written copies of the Procuring entities' response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers who have received the tender documents".
- ii. KSG shall reply to any clarifications sought by the tenderer within 2 days of receiving the request to enable the tender to make timely submission of its tender.

2.7 Amendment of Tendering Document

- iii. At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.
- iv. All prospective tenderers will be notified of any amendment through the KSG website or by email such amendment will be binding on them.
- v. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KSG, at its discretion, may extend the deadline for the submission of tenders.

2.8 Documents Comprising the Tender

The tender prepared by the tenderer shall comprise the following components:

- i. Documentary evidence established in accordance with Clause 2.8 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- ii. Confidential business questionnaire

2.9 Tenderers' Eligibility and Qualifications

- i. 2.8.1 Pursuant to Clause 2.1, the tenderer shall furnish, as part of its tender, documents establishing the tenderer's eligibility and its qualifications to perform the contract if its tender is accepted.
- ii. The documentary evidence of the tenderer's qualifications to perform the contract if its tender is accepted shall establish to KSG's satisfaction that the tenderer has the technical capability necessary to perform the contract.

2.10 Validity of Tenders

- i. Tenders shall remain valid for 120 days or as specified in the invitation to tender after the date of tender opening prescribed by KSG, pursuant to paragraph 2.14. A tender valid for a shorter period shall be rejected by KSG as non-responsive.
- ii. In exceptional circumstances, KSG may solicit the tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A tenderer granting the request will not be required nor permitted to modify its tender.

2.11 Format and Signing of Tenders

- i. The tenderer shall prepare two copies of the tender, clearly / marking each "ORIGINAL TENDER" and "COPY OF TENDER," as appropriate. In the event of any discrepancy between them, the original shall govern.
- ii. The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer or a person or persons duly authorized to bind the tenderer to the contract. The person or persons signing the tender shall initial all pages of the tender, except for unamended printed literature.
- iii. The tender shall have no interlineations, erasures, or overwriting except as necessary to correct errors made by the tenderer, in which case such corrections shall be initialed by the person or persons signing the tender.

2.12 Sealing and Marking of Tenders

- i. The tenderer shall seal the original and one copy of the tender in separate envelopes, duly marking the envelopes as "ORIGINAL" and "COPY." The envelopes shall then be sealed in an outer envelope.

N/B. One (1) envelope marked 'Original' should contain both the:

- i. Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- ii. High Resolution color in 10 (ten) hard copies on A4 size paper of the logo,
- iii. PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign etc.)
- iv. Either a readable CD or Flash Disk containing the above content

One (1) envelope marked 'copy' should contain a copy of both the:

- i. Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- ii. High Resolution color in 10 (ten) hard copies on A4 size paper of the logo,
- iii. PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign etc.)

- iv. The inner and outer envelopes shall: be addressed to KSG at the address given in the invitation to tender and bear the tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE October 30, 2025 at 11.00 A.M.”
- v. The inner envelopes shall also indicate the name and address of the tenderer to enable the tender to be returned unopened in case it is declared “late”.
- vi. If the outer envelope is not sealed and marked as required by paragraph 2.12, KSG will assume no responsibility for the tender’s misplacement or premature opening.

2.13 Deadline for Submission of Tenders

- i. Tenders must be received by KSG at the address specified under paragraph 1.12 no later than at October 30, 2025 at 11.00 A.M.
- ii. KSG may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.5, in which case all rights and obligations of KSG and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- iii. Bulky tenders which will not fit in the tender box shall be received by KSG as provided for in the appendix. 2.13

2.14 Modification and withdrawal of tenders

- i. The tenderer may modify or withdraw its tender after the tender’s submission, provided that written notice of the modification, including substitution or withdrawal of the tender is received by KSG prior to the deadline prescribed for the submission of tenders.
- ii. The Tenderer’s modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.11. A withdrawal notice may also be sent by cable, but followed by a signed confirmation copy, postmarked no later than the deadline for submission of tenders.
- iii. No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of tender validity specified by the tenderer on the tender Form.
- iv. KSG may at any time terminate procurement proceedings before award and shall not be liable to any person for the termination.
- v. KSG shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

2.15 Opening of Tenders

- i. KSG will open all tenders in the presence of tenderers or their representatives who choose to attend on October 30, 2025 at 11.30AM EAT, immediately after closing at the Common Room. The tenderer's representatives who are present shall sign a register evidencing their attendance.
- ii. The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security (if applicable) and such other details as KSG, at its discretion, may consider appropriate, will be announced at the opening.
- iii. KSG will prepare minutes of the tender opening which will be submitted to the tenderers that signed the tender opening register and will have made the request.

2.16 Clarification of Tenders

- i. To assist in the examination, evaluation and comparison of tenders KSG may at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance shall be sought, offered, or permitted.
- ii. Any effort by the tenderer to influence KSG in KSG's tender evaluation, tender comparison or award decisions may result in the rejection of the tenderer's tender.

2.17 Preliminary Examination and Responsiveness

- i. KSG will examine the tender to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.
- ii. KSG may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any tenderer prior to the detailed evaluation, pursuant to paragraph 2.17.
- iii. Prior to the detailed evaluation, pursuant to paragraph 2.17, KSG will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one which **conforms to all the terms and conditions of the tender documents without material deviations**. KSG's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- iv. If a tender is not substantially responsive, it will be rejected by KSG and may not subsequently be made responsive by the tender by correction of the non-conformity.

2.18 Evaluation and comparison of tenders

- i. KSG will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.18.
- ii. The comparison shall be in accordance with the Public Procurement and Asset Disposal Act (PPADA), 2015 Sections 100 and 101 and the Public Procurement and Asset Disposal Regulations (PPADR), 2020 Regulation 88.
- iii. KSG's evaluation of a tender will take into account, in addition to the above, the following factors, in the manner and to the extent indicated in the technical specifications:
 - i. The evaluation criteria as outlined in this tender document;
 - ii. Deviations from what is specified in the Special Conditions of Contract;
- iv. The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.
- v. To qualify for contract awards, the tenderer shall have the following: -
 - i. Necessary qualifications, capability experience, services, equipment and facilities (where applicable) to provide what is being procured;
 - ii. Legal capacity to enter into a contract for procurement;
 - iii. Shall not be insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing; and
 - iv. Shall not be debarred from participating in public procurement.

2.19 Contacting Kenya School of Government

- i. Subject to paragraph 2.15, no tenderer shall contact KSG on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.
- ii. Any effort by a tenderer to influence KSG in its decisions on tender evaluation, tender comparison or contract award may result in the rejection of the tenderer's tender.

2.20 Award of Contract

Post qualification

- i. In the absence of pre-qualification, KSG will determine to its satisfaction whether the tenderers i.e. the best three design schemes selected in accordance with PPADA, 2015 Section 101 and PPADR, 2020 Regulation 88 are determined to be the best

- design schemes for KSG's suitable use.
- ii. The determination will take into account the tenderer's design/technical capabilities. It will be based upon an examination of the documentary evidence of the tenderer's qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as KSG deems necessary and appropriate.
 - iii. An affirmative determination will be a prerequisite for the award of the prize as an honorarium to the best tenderer (s). A negative determination will result in rejection of the tenderer's tender, in which event KSG will proceed to the next best design scheme to make a similar determination of that tenderer's capabilities to perform satisfactorily.

Award Criteria

- i. KSG will award the design to the successful tenderers i.e. the best three designs of logo in accordance with PPADA, 2015 Section 101 and PPADR, 2020 Regulation 88.
- ii. Reward for the designer of the chosen logo

The selected winning logo will be awarded as follows:

- 1. First position – Kshs 130,000
- 2. Second position – Kshs 100,000
- 3. Third position – Kshs 70,000

N.B: 5% withholding tax will apply.

- iii. KSG reserves the right to accept or reject any tender and to annul the entire process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected entrant or entrants of the grounds for KSG's action. If KSG determines that none of the tenders is responsive; KSG shall notify each tenderer who submitted a tender.
- iv. A tenderer who gives false information in the tender document about its qualification or who refuses to enter into a contract after notification of contract award shall be considered for debarment from participating in future public procurement.

2.21 KSG's Right to Vary quantities

- i. KSG reserves the right at the time of contract award to increase or decrease the quantity of services originally specified in the Schedule of requirements without any change in other terms and conditions.

2.22 KSG's Right to Accept or Reject any or All Tenders

- i. KSG reserves the right to accept or reject any tender, and to annul the tender process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for KSG's action.

2.23 Preference

- i. Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Act, 2015.
- ii. Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Regulations, 2020

2.24 Notification of award

- i. Prior to the expiration of the period of tender validity, KSG will notify the successful tenderers i.e. the best three design schemes; in writing that their design proposals have been accepted.
- ii. The notification of award will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to Kenya School of Government pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.
- iii. Upon the successful tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs to KSG pursuant to paragraph 2.24, KSG will promptly notify each unsuccessful Tenderer.

2.25 Transfer of all copyrights

- i. At the same time as KSG notifies the successful tenderers i.e. the top three logo designs and accompanying marks that their design proposals have been accepted, KSG will simultaneously inform the other tenderers that their designs have not been successful.
- ii. Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of all the tenderers shall vest in the State.
- iii. At this juncture pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all tenderers shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to KSG.

2.26 Corrupt or Fraudulent Practices

- i. KSG requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.
- ii. KSG will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;
- iii. Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.
- iv. Canvassing will lead to automatic disqualification from the competition.

SECTION III: TENDER DATA SHEET (TDS)

The following specific data shall complement, supplement, or amend the provisions in the Instructions to Tenderers (ITT). Whenever there is a conflict, the provisions herein shall prevail over those in ITT.

ITT Reference	Particulars Of Appendix To Instructions To Tenders
A. General	
ITT	Particulars of eligible tenderers: A tenderer may be <u>students/learners from accredited universities and colleges/ institutes across Kenya</u>
ITT	The address for clarification of Tender documents is Attention: Deputy Director Corporate Communications & Marketing Kenya School of Government Lower Kabete P.O Box 23030-00604, Nairobi or competition@ksg.ac.ke
ITT	The Language of all correspondence and documents related to the Tender is: English
	Alternative Tenders shall not be considered.
	The Tender validity period shall be 120 days.
	The number of copies of the Tender to be completed and returned shall be: One (1) envelope marked ‘Original’ should contain both the: • Black and white in 10 (ten) hard copies on A4 Size paper of the logo, • High Resolution color in 10 (ten) hard copies on A4 size paper of the logo, • PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign) • Either a CD or Flash Disk containing the above content One (1) envelope marked ‘copy’ should contain a copy of both the: • Black and white in 10 (ten) hard copies on A4 Size paper of the logo, • High Resolution color in 10 (ten) hard copies on A4 size paper of the logo, • PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign) NB. This is a one-envelope tender. All the proposals should be in one envelope clearly marked the tender Number without any indication of the name of the tenderer on the outer envelope.
	For <u>Tender submission purposes</u> only, the Procuring Entity’s address is: Director General Kenya School of Government P.O Box 23030-00604, Lower Kabete Tender Box Located at Administration Block, Ground Floor on or before <u>October 30, 2025 at 11:00am.</u> The deadline for Tender submission is: on or before <u>October 30, 2025 at 11:00am.</u> Tenderers shall not have the option of submitting their Tenders electronically.
	The Tender opening shall take place at: Kenya School of Government P.O Box 23030-00604, Lower Kabete Administration Block on <u>October 30, 2025 at 11:30am.</u>

ITT Reference	Particulars Of Appendix To Instructions To Tenders
	Tenderers must submit the documents above / show the above elements. At this stage, the tenderer's submission will be either responsive or nonresponsive. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.
	Post – Qualification shall “be undertaken” where necessary
	Award Criteria: The best three (3) assessed design schemes shall receive as a prize an honorarium as provided for in this tender document. HENCE: The reward for the designer of the chosen logo The selected winning logos will be awarded in order of merit as follows: 1. First position – Kshs 130,000 2. Second position – Kshs 100,000 3. Third position – Kshs 70,000 N.B: 5% withholding tax will apply.

SECTION IV: EVALUATION AND QUALIFICATION CRITERIA

General Provisions

[The Procuring Entity will provide the preliminary evaluation criteria. To facilitate, a template may be attached or clearly described all information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender]

1.	MANDATORY REQUIREMENTS MR	PASS/FAIL
MR1	Copy of National ID (must be Kenyan and at least 21yrs old)	
MR2	Copy of current student ID	
MR3	Copy of KRA PIN Certificate	
MR4	Confirmation letter from learning institution (will be verified through the institution.	
MR5	Tenderer's must provide full names, postal address, physical address, email address and daytime telephone numbers.	
MR6	A Flash Disk containing the details of the LOGO (should be sealed in an envelope as per the instructions to tenderers)	
MR7	Duly filled design submission Form	
MR8	Filled and signed Self Declaration Forms 1. Declaration That the Submitted Design Shall Belong to and Remain the Property of the Council. 2. Self-Declaration That the Person/Tenderer Will Not Engage in Any Corrupt or Fraudulent Practice	
MR9	Submit Original tender and 1 Copy of tender document	
NB: - Bidders must meet all the mandatory requirements to qualify for technical evaluation. Non-responsive submissions in the Preliminary Evaluation will be eliminated from the entire evaluation process and will not be considered further.		

TECHNICAL EVALUATION:

The evaluation shall evaluate whether the bidder/participant is responsive in all the technical aspects as per the specifications given in this invitation to tender (ITT). Bidders are required to attach clear and detailed drawings. Non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.

With a view to evaluate objectively, all contestants must submit their logo designs as follows:

1. Logos must be created as vectors to ensure scalability without loss of quality.
2. Logo graphic must be provided in EPS format (vector), using the CMYK/Pantone color model using a flash disk.

In addition to the compulsory EPS file mentioned above, contestants should provide the logo in the following file formats, resolutions and sizes:

1. In high resolution (at least 300 dpi) for print;
2. In low resolution (72 dpi) for web;
3. 50 pixels in width or height; 100 pixels in width or height; 600 pixels in width or height.

In the event that any tender is found to be infringing on intellectual copyrights even after it is selected, this tender shall be rejected as the winning design.

In addition, if the submitted design is found to resemble a similar artwork, the School reserves the right to reject it even after it is selected as the winning design.

GENERAL GUIDELINES

1. Submissions should include two (2) high-resolution design options (A4 size).
2. The logo must be clear, distinctive, and easily recognizable across all School materials, platforms, and the website.
3. The design must incorporate the school's name (abbreviated and in full) and a representation of its mandate.
4. A written description (of between 250-300 words) of their design(s), explaining its graphic identity along with other relevant information explaining the meaning and features of the logo must accompany the submission. (Design description form).
5. The logo must be appropriate for a professional business setting
6. Entrants must propose a set of School colors.
7. Entries must be submitted as JPEG files. To ensure high-quality reproduction, the winning entry must also be provided in a scalable vector format (EPS).
8. The design should use CMYK colors, though it should also work in black and white.
9. Contestants are encouraged to avoid gradients and half-tones.
10. The logo should be versatile, easy to resize, and adaptable for various reproduction needs.
11. It must remain visually appealing at both small (minimum 2 cm x 2 cm) and large sizes.

12. Contestants should not imprint or watermark any part of the document in the proposed logo design.

The evaluation shall involve checking on the technical requirements. Marks will be awarded as follows:

S/No	Evaluation Attribute	Maximum Score
TE1	Visual Appeal The design should convey elegance and refinement while maintaining clarity, simplicity, and a formal tone appropriate to a public institution, considering the following categories: Elegance: Use of balanced proportions, thoughtful color palette, and structured layout.(4 Marks) Simplicity: Avoidance of clutter, ensuring each design element serves a purpose.(4 Marks) Clarity: Ensuring readability, instant recognition at a glance, and maintaining legibility at various sizes.(4 Marks) Aesthetic Quality: Harmonious balance of color, typography, and imagery that appeals visually without overwhelming. (3 Marks) Overall Impression: The logo should leave a professional, trustworthy, and memorable impression in line with the institution's identity. (2 Marks) Formal Tone: Use of professional typefaces and colors that reflect institutional credibility. (3 Marks)	20
TE2	Brand Alignment The logo should cumulatively symbolize the School's functions and identity, considering the following categories: Training: Representing professional expertise development and promotion of public service values.(4 Marks) Research: Symbolizing the School's role in improving institutional problem-solving capacity.(4 Marks) Consultancy Services: Indicating support for organizational re-engineering of public institutions.(4 Marks) Policy Advisory Services: Reflecting contribution to public policy formulation and advisory.(4 Marks)	20

	Core Values and Mission: Embedding KSG's values, mission, professionalism, and public service identity in the visual elements.(4 Marks)	
TE3	Color Significance: Appropriate use of colors to convey the School's core values and identity, considering the following categories: Shades to consider : Navy Blue, Deep Gray, Gold, Royal Purple, Burnt Orange, Saffron Orange Responsiveness: Colors that symbolize agility and proactive service delivery. (2 Marks) Inclusivity: Harmonious, welcoming tones that reflect unity and community engagement.(2 Marks) Integrity: Strong, trustworthy colors representing honesty and ethical standards.(2 Marks) Creativity and Innovations: Vibrant, bold colors indicating fresh ideas and progressive thinking.(2 Marks) Excellence: Colors symbolizing prestige, quality, and high standards.(2 Marks)	10
TE4	Versatility: The design should be adaptable across different formats and platforms while maintaining clarity and quality, considering the following categories: Color Flexibility: Adaptability in full color, black & white, and transparent background versions.(3 Marks) Material Compatibility: Suitable for use on print, digital, electronic, and advertising materials. (3 Marks) Scalability: Maintains clarity, legibility, and sharpness when scaled to different sizes.(2 Marks) Format Standardization: Submission in scalable graphic formats such as SVG, EPS, or AI files.(2 Marks)	10
TE5	Timelessness: Design's ability to remain relevant and effective for at least 10–15 years specifically; Visual Simplicity: Avoidance of overly complex or trendy elements that may date the logo.(3 Marks)	10

	Universal Appeal: Incorporation of elements that resonate with diverse audiences over time. (3 Marks) Adaptability: Ensuring the logo can easily evolve with minor adjustments without losing its core identity. (4 Marks)	
TE6	Originality: The design must be unique, distinct from other institutions' logos, and capture attention through creativity. (4 Marks) It should be memorable, leaving a lasting impression in the minds of viewers, ensuring they associate the logo with KSG upon every encounter. (3 Marks) The logo should also be impactful, resonating with the general public and clearly conveying the School's message and mandate. (3 Marks)	10
TE7	Typography: The logo must meet the following submission specifications: High-resolution color version, black and white, and grayscale (5 Marks) Inclusion of the School's name in the design (5 Marks) Inclusion of a creative tagline, slogan, or motto that reflects the School's mandate (5 Marks) A 250–300 word concept statement explaining the logo's features, symbols, and underlying meaning (5 Marks)	10

Bidders response must show the above elements.

At this stage, the pass mark for the Technical Requirement shall be 80%. the tenderer's submission will be either responsive or non-responsive.

The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered in the final stage.

NB: The Selection Committee reserves the right not to select a winner, if in its sole discretion, no suitable entries are received.

SECTION V: GENERAL CONDITIONS OF CONTRACT

5.1 Definitions

In this contract, the following terms shall be interpreted as indicated:

- a) “The contract” means the agreement entered into between KSG and the tenderer as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- b) “The Contract Price” means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations.
- c) “The School” means Kenya School of Government.
- d) “The services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to KSG under the Contract.
- e) “KSG” means Kenya School of Government sourcing for the services under this Contract.
- f) “The contractor means the individual or firm providing the services under this Contract.
- g) “The client means the organization receiving the services under this Contract.
- h) “GCC” means general conditions of contract contained in this section.
- i) “SCC” means the special conditions of the contract. j) “Day” means calendar day.

5.2 Application

These General Conditions shall apply to the extent that they are not superseded by provisions of other part of contract.

5.3 Standards

The services provided under this Contract shall conform to the standards mentioned in the Schedule of requirements.

5.4 Transfer of all Copyrights

Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the School.

Pursuant with PPADA, 2015 Section 101 [1(b, vi) 6 & 7] and PPADR, 2020 Regulation 88; all tenderers shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to KSG.

5.5 Patent Right's

The tenderers shall indemnify Kenya School of Government against all third-party claims of infringement of patent, trademark, Intellectual property and other industrial design rights arising

from use of the services under the contractor any part thereof.

5.6 Inspections and Tests

KSG or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. KSG shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.

The inspections and tests may be conducted on the premises of the tenderer or its subcontractor(s). If conducted on the premises of the tenderer or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to KSG.

Should any inspected or tested services fail to conform to the Specifications, KSG may reject the services, and the tenderer shall either replace the rejected services or make alterations necessary to meet specification requirements free of cost to KSG.

Nothing in paragraph 3.5 shall in any way release the tenderer from any warranty or other obligations under this Contract.

5.7 Payment

The method and conditions of payment to be made to the tenderer under this Contract shall be specified in SCC.

5.8 Assignment

The tenderer shall not assign, in whole or in part, its obligations to perform under this contract, except with KSG's prior written consent.

5.9 Termination for Default

KSG may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part:

1. If the tenderer fails to provide any or all of the services within the period(s) specified in the Contract, or within any extension thereof granted by KSG.
2. If the tenderer fails to perform any other obligation(s) under the Contract.
3. If the tenderer, in the judgment of KSG has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event KSG terminates the Contract in whole or in part, it may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the tenderer shall be liable to KSG for any excess costs for such similar services.

5.10 Termination for insolvency

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

5.11 Termination for convenience

KSG by written notice sent to the tenderer may terminate the contract in whole or in part, at any time for its convenience. The notice of termination shall specify that the termination is for KSG's convenience, the extent to which performance of the contractor is terminated and the date on which such termination becomes effective.

5.12 Resolution of disputes

KSG's and the tenderer shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract.

If after 14 days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

5.13 Governing Language

The contract shall be written in the English language. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in the same language.

5.14 Force Majeure

The tenderer shall not be liable for forfeiture of its performance security, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

The procuring Entity shall not be liable to the payment of the Prize money if the failure thereof is caused by Force Majeure. The procuring entity reserves the right to review performance timelines in the circumstance of a Force Majeure so as to promote performance of this contract.

Force Majeure shall for the purpose of this clause mean any circumstance beyond the control of either party which shall make the performance of this contract impossible and/or difficult.

5.15 Applicable Law

The contract shall be interpreted in accordance with the laws of Kenya unless otherwise specified in the SCC.

5.16 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or E-mail and confirmed in writing to the other party's address specified in the SCC.

A notice shall be effective when delivered or on the notices effective date, whichever is later.

SECTION VI: SPECIAL CONDITIONS OF CONTRACT

6.1 Special conditions of contract shall supplement the general conditions of contract, wherever there is a conflict between the GCC and the SCC, the provisions of the SCC herein shall prevail over those in the GCC.

6.2 Special conditions of contract with reference to the general conditions of contract:

General conditions of contract reference	Special Conditions of Contract
3.6	Payment/Award Criteria: The best three (3) assessed design schemes shall receive as a prize an honorarium as provided for in this tender document. HENCE: The reward for the designer of the chosen logo The selected winning logos will be awarded in order of merit as follows: 1. First position – Kshs 130,000 2. Second position – Kshs 100,000 3. Third position – Kshs 70,000 N.B: 5% withholding tax will apply.
3.11	Specify resolution of disputes: Arbitration by the Nairobi Centre for International Arbitration
3.14	Specify applicable law. Laws of Kenya
3.15	Notices shall be addressed and delivered to: Director General Kenya School of Government P.O Box 23030-00604, Lower Kabete Tel: 0727496698 Email: directorgeneral@ksg.ac.ke

SECTION VII: SCHEDULE OF REQUIREMENTS

The Kenya School of Government (KSG) was established as a State Corporation under the KSG Act, 2012. The mandate of the School is to enhance knowledge, skills, and competencies of public officials and thereby transform the Public Service into an efficient, innovative, and expert agency in national leadership and management, policy making and implementation, service delivery, and public engagement.

As we continue to grow and evolve, a refreshed visual identity is vital to reflect both our proud heritage and our forward-looking aspirations. To achieve this, the School invites student designers to participate in a competition open to individuals from accredited universities and institutes across Kenya.

GUIDELINES FOR THE COMPETITION

1. Submissions should include two (2) high-resolution design options (A4 size).
2. The designs should be submitted in:

One (1) envelope marked 'Original' should contain both the:

- Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- High Resolution color in 10 (ten) hard copies on A4 size paper of the logo,
- PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign)
- Either a CD or Flash Disk containing the above content

One (1) envelope marked 'copy' should contain a copy of both the:

- Black and white in 10 (ten) hard copies on A4 Size paper of the logo,
- High Resolution color in 10 (ten) hard copies on A4 size paper of the logo,
- PSD or PDF format (The winner MUST provide a high-resolution vector file such as Adobe illustrator, Photoshop, and/or InDesign)

3. The logo must be clear, distinctive, and easily recognizable across all School materials, platforms, and the website.
4. The design must incorporate the School's name (abbreviated and in full) and a representation of its mandate.
5. A written description (of between 250-300 words) of their design(s), explaining its graphic identity along with other relevant information explaining the meaning and features of the logo must accompany the submission. (Design description form).
6. The logo must be appropriate for a professional business setting
7. Entrants must propose a set of School colors. A description of the meaning of colors chosen should also be included
8. Entries must be submitted as JPEG files. To ensure high-quality reproduction, the winning entry must also be provided in a scalable vector format (EPS).
9. The design should use CMYK colors, though it should also work in black and white.
10. Contestants are encouraged to avoid gradients and half-tones.
11. The logo should be versatile, easy to resize, and adaptable for various reproduction needs.
12. It must remain visually appealing at both small (minimum 2 cm x 2 cm) and large sizes.

13. Contestants should not imprint or watermark any part of the document in the proposed logo design.
14. The logo should reflect current design trends and utilize visually striking imagery.
15. Sketches should adhere to all legal requirements, trademarks considerations as well as intellectual property rights.
16. The logo sketch should not conflict with any other symbols locally, regionally or internationally or any political, religious and cultural aspects.
17. The logo should be unique and stand out from similar brands.
18. The logo should have a lasting impression, be trendy and shouldn't run obsolete.
19. Entrants are allowed to submit a maximum of two different logo designs.
20. Entrants in the competition should provide their names, postal addresses, email address and daytime telephone numbers.
21. Notification of award to the three best Entries will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to KSG.
22. Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs, KSG will promptly notify each unsuccessful Tenderer.
23. Pursuant with PPADA, 2015 Section 101 [1(b, vi)] and PPADR, 2020 Regulation 88; that any copyright or other intellectual property of the top three shall vest in the School.
24. Subsequently, pursuant with PPADA, 2015 Section 101 (6 & 7) and PPADR, 2020 Regulation 88; all bidders shall undertake to transfer all copyrights, intellectual property rights and patents relating to their designs to the School.
25. The School reserves the exclusive right to modify the winning logos for use as its Logo going forward.
26. The School reserves the right to register the winning logo and accompanying mark as its copyright and/or trademark.
27. Any material, graphic software or other items accompanying the submitted design shall belong to, and remain the property of the School.

NOTE:

28. The tenderer shall indemnify Kenya School of Government against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services under the contract or any part thereof;
29. Kenya School of Government employees, council members and their relative (spouse and children) are not eligible to participate in the tender.
30. The Tenderer shall bear all costs associated with the preparation and submission of its tender, and KSG, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
31. The judges' decision is final and will not be open to any correspondence or appeal whatsoever.
32. Entries can be an individual or group, however, only one (1) prize will be awarded regardless of group size.

Reward for the designer of the chosen logo

The selected winning logo will be awarded as follows:

- | | |
|--------------------|----------------|
| 1. First position | – Kshs 130,000 |
| 2. Second position | – Kshs 100,000 |
| 3. Third position | – Kshs 70,000 |

CONDITIONS

1. The Logo Design must be original and should not infringe on rights of any third party.
2. Tenderer shall indemnify KSG against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services. **KSG will not bear any responsibility for copyright violations.**
3. Any material, graphic software or otherwise prepared by an entrant in the competition shall belong to and remain the property of the School.
4. The logo must not contain inappropriate content.
5. In instances where two logos are created by a single contestant, each logo needs to be properly numbered. They can be sent in one, single envelope, but have to be clear labeled as stipulated under the Guidelines in this document.
6. Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to: -

Director General

Kenya School of Government

P.O Box 23030-00604, Lower Kabete

Tender Box Located at Administration Block, Ground Floor *on or before*
October 30, 2025 at 11:00am.

7. Tenders will be opened immediately after the deadline date and time specified above or any deadline date and time specified later. Tenders will be publicly opened at the address below in the presence of the Tenderers' designated representatives who choose to attend. Covid-19 guidelines and protocols will be adhered to.

TECHNICAL REQUIREMENTS FOR ENTRIES

With a view to evaluate objectively, all contestants must submit their logo designs as follows:

1. Logos must be created as vectors to ensure scalability without loss of quality.
2. Logo graphic must be provided in EPS format (vector), using the CMYK/Pantone color model using a flash disk.

In addition to the compulsory EPS file mentioned above, contestants should provide the logo in the following file formats, resolutions and sizes:

1. In high resolution (at least 300 dpi) for print;
2. In low resolution (72 dpi) for web;
3. 50 pixels in width or height; 100 pixels in width or height; 600 pixels in width or height.

Contestants should not imprint or watermark any part of the document in the proposed logo design.

A written description (of between 250-300 words) of their design(s), explaining its graphic identity along with other relevant information explaining the meaning and features of the logo must accompany the submission. (Design description form).

In the event that any tender is found to be infringing on intellectual copyrights even after it is selected, this tender shall be rejected as the winning design.

In addition, if the submitted design is found to resemble a similar artwork, the School reserves the right to reject it even after it is selected as the winning design.

SECTION VIII: STANDARD FORMS
DESIGN SUBMISSION FORM

LOGO DESIGN FOR KENYA SCHOOL OF GOVERNMENT

Name.....

Email Address:.....

Telephone Number:.....

Logo Description:.....

.....

.....

.....

.....

.....

.....

Signed:

Name:

National Identity Number

Date:

DECLARATION FORM

DECLARATION THAT THE SUBMITTED DESIGN SHALL BELONG TO AND REMAIN THE PROPERTY OF KENYA SCHOOL OF GOVERNMENT

To: [Name and address of the PE]

Date: [insert date (as day, month and year)]

Tender No.: [insert number of Tendering Process]

Item Description: [insert description of Items]

Sir/Madam,

Having examined the Tender documents including Addenda Nos. [insert addenda numbers], the receipt of which is hereby duly acknowledged, we, the undersigned, offer to design and deliver [description of design] in conformity with the said tender documents attached herewith and make part of this Tender.

We undertake, if our Tender is accepted, to deliver the Designs in accordance with the delivery schedule specified in the Schedule of Requirements.

If our Tender is accepted, we undertake to transfer all copyrights, intellectual property rights and patents relating to our designs to KSG, and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in Clause 2.10 of the ITT, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We are not participating, as Tenderers, in more than one Tender in this Tendering process.

Until a formal contract is prepared and executed, this Tender, together with your written acceptance thereof and your notification of award, shall constitute a binding contract between us.

We understand that you are not bound to accept any Tender you may receive.

We certify/confirm that we comply with the eligibility requirements as per ITT Clause 2.2 of the Tender documents.

Date:

Name:

Signature:

LETTER OF NOTIFICATION OF AWARD

Address of Procuring Entity

To:

RE: Tender No.....Tender Name

This is to notify that the contract/s stated below under the above-mentioned tender has been awarded to you.

1. Please acknowledge receipt of this letter of notification signifying your acceptance.
2. The contract/contracts shall be signed by the parties within 30 days of the date of this letter but not earlier than 14 days from the date of the letter.
3. You may contact the officer(s) whose particulars appear below on the subject matter of this letter of notification of award.

(FULL PARTICULARS)

SIGNED FOR ACCOUNTING OFFICER

SELF DECLARATION THAT THE PERSON/TENDERER 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:-

THAT I am a Bidder in respect of **Tender No.** for..... (*Insert tender title/description*) for..... (*insert name of the Procuring entity*) and duly authorized and competent to make this statement.

THAT the aforesaid Bidder, 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 and/or agents of(*insert name of the Procuring entity*) which is the procuring entity.

THAT the aforesaid Bidder, its servants and/or agents /subcontractors have not offered any inducement to any member of the Board, Management, Staff and/or employees and/or agents of(*name of the procuring entity*).

THAT the aforesaid Bidder will not engage/has not engaged in any corrosive practice with other bidders participating in the subject tender.

THAT what is deponed to herein above is true to the best of my knowledge information and belief.

.....
(Title)

.....
(Signature)

.....
(Date)