



REPUBLIC OF KENYA

**MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT OF ICT & INNOVATION**

**P. O. BOX 30025-00100
NAIROBI**

TENDER NO: MOICT/SDICT/135/2019-2020

FOR

**TENDER FOR LOGO DESIGN COMPETITION FOR
THE OFFICE OF THE DATA PROTECTION
COMMISSIONER**

CLOSING DATE: 23RD DECEMBER, 2020 AT 10.00 A.M.

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REPUBLIC OF KENYA

**MINISTRY OF ICT, INNOVATION AND YOUTH AFFAIRS
STATE DEPARTMENT FOR ICT & INNOVATION**

INVITATION TO TENDER

TENDER FOR LOGO DESIGN COMPETITION FOR THE OFFICE OF THE DATA PROTECTION COMMISSIONER

The Ministry of ICT, Innovation and Youth Affairs, State Department for ICT & Innovation invites tenders from eligible candidates for Tender for Logo Design Competition for the Office of the Data Protection Commissioner.

The Office of the Data Protection Commissioner requires the contribution of creative Kenyan artists and designers to assist in coming up with a logo through a competition. The logo is intended to strengthen the brand quality of the agency by providing a unique, strong and consistent image in the minds of all our stakeholders.

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. 200,000.00
2. Second position – Kshs. 100,000.00
3. Third position – Kshs. 50,000.00

Interested eligible candidates may obtain further information from and inspect the tender documents at Supply Chain Management Services Office Teleposta Towers, 8th floor, Office No. K8-3 during normal working hours.

A complete set of tender documents may be downloaded by interested candidates free of charge at the Ministry of ICT, Innovation and Youth Affairs website www.ict.go.ke.

Completed tender documents, enclosed in plain sealed envelope, marked with the tender number shall be addressed to:-

**The Principal Secretary,
State Department of ICT & Innovation
P.O. BOX 30025-00100
Nairobi,**

and in addition, be deposited in the tender box located on the 8th floor corridor of Telposta Towers, so as to be received on or before 23rd December, 2020 At 10.00 A.M.

Tenders will be opened immediately in the presence of bidders or their representatives who choose to attend in the 9th floor boardroom at Telposta Towers.

**HEAD, SUPPLY CHAIN MANAGEMENT
FOR: PRINCIPAL SECRETARY**

SECTION II INSTRUCTIONS TO TENDERERS

2.1 Eligible Tenderers

- 2.1.1 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.
- 2.1.2 The procuring entity's employees, committee members, board members and their relative (spouse and children) are not eligible to participate in the tender unless where specially allowed under Section 131 of the Act.
- 2.1.3 Tenderers shall provide the qualification information statement that the tenderer (including all members, of a joint venture and subcontractors) is not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Procuring entity 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.
- 2.1.4 Tenderers involved in corrupt or fraudulent practices or debarred from participating in public procurement shall not be eligible.

2.2 Cost of tendering

- 2.2.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the procuring entity, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.2.2 The tender document shall be free of charge.
- 2.2.3 The procuring entity shall allow the tenderer to review the tender document free of charge before purchase.

2.3 Contents of tender documents

- 2.3.1 The tender document comprises of the documents listed below and 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 all copyrights, intellectual property rights and patents
 - vi) Confidential business questionnaire form
 - vii) Declaration form
 - viii) Self-Declaration Form SD1 & SD2
- 2.3.2. 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 tenderers risk and may result in the rejection of its tender.

2.4 Clarification of Documents

- 2.4.1 A prospective candidate making inquiries of the tender documents may notify the Procuring entity in writing or by post, fax or email at the entity's address indicated in the Invitation for tenders. The Procuring entity will respond in writing to any request for clarification of the tender documents, which it receives no later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the procuring entity. 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”
- 2.4.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender

2.5 Amendment of documents

- 2.5.2 At any time prior to the deadline for submission of tenders, the Procuring entity for any reason, whether at its own initiative or in response to a clarification requested by the prospective tenderer, may modify the tender documents by issuing an addendum.
- 2.5.3. All prospective tenderers who have obtained the tender documents will be notified of the amendment by post, fax or email and such amendment will be binding on them.
- 2.5.4. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Procuring entity, at its discretion, may extend

the deadline for the submission of tenders.

2.6 Language of tender

2.6.1 The tender prepared by the tenderer, 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. Any printed literature furnished by the tenderer may be written in another language provided they are accompanied by an accurate English translation of the relevant passages in which case, for purposes of interpretation of the tender, the English translation shall govern.

2.7 Documents Comprising the Tender

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

- (a) 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;
- (b) Confidential business questionnaire

2.8 Tenderers Eligibility and Qualifications

2.8.1 Pursuant to Clause 2.1 the tenderer shall furnish, as part of its tender, documents establishing the tenderers eligibility to tender and its qualifications to perform the contract if its tender is accepted.

2.8.2 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall establish to the Procuring entity's satisfaction that the tenderer has the financial and technical capability necessary to perform the contract.

2.9 Validity of Tenders

2.9.1 Tenders shall remain valid for 120 days or as specified in the invitation to tender after date of tender opening prescribed by the Procuring entity, pursuant to paragraph 2.14. A tender valid for a shorter period shall be rejected by the Procuring entity as nonresponsive.

2.9.2 In exceptional circumstances, the Procuring entity 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.

2.10 Format and Signing of Tender

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.11 Sealing and Marking of Tenders

2.11.1 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 six (6) hard copies (of the Logo design) in Black and white on A4 size paper and six (6) hard copies (of the Logo design) in High resolution colour on A4 size paper.

While one (1) envelope marked ‘Copy’ should contain a copy of both the six (6) hard copies (of the Logo design) in Black and white on A4 size paper and six (6) hard copies (of the Logo design) in High resolution colour on A4 size paper.

2.11.2 The inner and outer envelopes shall:

be addressed to the Procuring entity at the address given in the invitation to tender bear, tender number and name in the invitation to tender and the words: “DO NOT OPEN BEFORE” 23rd December, 2020 At 10.00 A.M.

2.11.3 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”. —

2.11.4 If the outer envelope is not sealed and marked as required by paragraph 2.11.2, the Procuring entity will assume no responsibility for the tender’s misplacement or premature opening.

2.12 Deadline for Submission of Tenders

- 2.12.1** Tenders must be received by the Procuring entity at the address specified under paragraph 2.11.2 no later than 23rd December, 2020 At 10.00 A.M.
- 2.12.2** The procuring entity 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 the procuring entity and candidates previously subject to the deadline will thereafter be subject to the deadline as extended.
- 2.12.3** Bulky tenders which will not fit in the tender box shall be received by the procuring entity as provided for in the appendix.

2.13 Modification and withdrawal of tenders

- 2.13.1** 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's is received by the procuring entity prior to the deadline prescribed for the submission of tenders.
- 2.13.2** 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.
- 2.13.3** 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.
- 2.13.4** The procuring entity may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.
- 2.13.5** The procuring entity 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.

2.14 Opening of Tenders

- 2.14.1** The Procuring entity will open all tenders in the presence of tenderer's or their representatives who choose to attend, at the 9th floor boardroom Telposta Towers. The tenderers' representatives who are present shall sign a register evidencing their attendance.

2.14.2 The tenderers' names, tender modifications or withdrawals, and the presence or absence of requisite tender security and such other details as the Procuring Entity, at its discretion, may consider appropriate, will be announced at the opening.

2.14.3 The procuring entity 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.

2.15 Clarification of tenders

2.15.1 To assist in the examination, evaluation and comparison of tenders the procuring entity 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.

2.15.2 Any effort by the tenderer to influence the procuring entity in the procuring entity's tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers tender.

2.16 Preliminary Examination and Responsiveness

2.16.1 The Procuring entity will examine the tenders to determine whether they are complete, whether the documents have been properly signed, and whether the tenders are generally in order.

2.16.2 The Procuring entity may waive any minor informality or nonconformity 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.

2.16.3 Prior to the detailed evaluation, pursuant to paragraph 2.17, the Procuring entity 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. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.16.4 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the nonconformity.

2.17 Evaluation and comparison of tenders

2.17.1 The procuring entity will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.18

2.17.2 The comparison shall be in accordance with the Public Procurement Asset and Disposal Act (PPADA), 2015 Sections 100 and 101 and the Public Procurement Asset and Disposal Regulation (PPADR), 2020 Regulation 88.

2.17.3 The Procuring entity'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 paragraph 2.17.4 and in the technical specifications:

(a) Operational plan proposed in the tender;

(b) Deviations from that specified in the Special Conditions of Contract;

2.17.4 Pursuant to paragraph 2.17.3 the following evaluation methods will be applied:

(a) Operational Plan.

The Procuring entity requires that the services under the Invitation for Tenders shall be performed at the time specified in the Schedule of Requirements. Tenders offering to perform longer than the procuring entity's required delivery time will be treated as non-responsive and rejected.

2.17.5 The tender evaluation committee shall evaluate the tender within 30 days from the date of opening the tender.

2.17.6 To qualify for contract awards, the tenderer shall have the following: -

(a) Necessary qualifications, capability experience, services, equipment and facilities to provide what is being procured.

(b) Legal capacity to enter into a contract for procurement

(c) 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

(d) Shall not be debarred from participating in public procurement.

2.18 Contacting the procuring entity

2.18.1 Subject to paragraph 2.15, no tenderer shall contact the procuring entity on any matter relating to its tender, from the time of the tender opening to the time the contract is awarded.

2.18.2 Any effort by a tenderer to influence the procuring entity in its decisions on tender evaluation tender comparison or contract award may result in the rejection of the

tenderers tender.

2.19 Award of Contract

a) Post qualification

- 2.19.1 In the absence of pre-qualification, the Procuring entity will determine to its satisfaction whether the tenderers i.e. the best three design schemes selected in accordance with PPADA, 2015 Section101 and PPADR, 2020 Regulation 88 are determined to be the best design schemes for the procuring entity's suitable use.
- 2.19.2 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 tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.1.2, as well as such other information as the Procuring entity deems necessary and appropriate.
- 2.19.3 An affirmative determination will be a prerequisite for award of the contract to the tenderer. A negative determination will result in rejection of the Tenderer's tender, in which event the Procuring entity will proceed to the next best design scheme to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

- 2.19.4 The Procuring entity will award the design to the successful tenderers i.e. the best three design schemes in accordance with PPADA, 2015 Section101 and PPADR, 2020 Regulation 88.

2.19.5 Reward for the designer of the chosen logo

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

- | | |
|----------------------------|---------------------------|
| i. First position | – Kshs. 200,000.00 |
| ii. Second position | – Kshs. 100,000.00 |
| iii. Third position | – Kshs. 50,000.00 |
- 2.19.6 The procuring entity reserves the right to accept or reject any tender and to annul the tendering 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 the procuring entity's action. If the procuring entity determines that none of the tenderers is responsive; the procuring entity shall notify each tenderer who submitted a tender.
- 2.19.7 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.

2.20 Procuring entity's Right to Vary quantities

2.20.1 The Procuring entity 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.

2.21 Procuring entity's Right to accept or Reject any or All Tenders

2.21.1 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering 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 the Procuring entity's action.

2.22 Preference

2.22.1 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Act, 2015.

2.22.2 Preference where allowed will be pursuant to PART XII of the Public Procurement and Asset Disposal Regulations, 2020.

2.23 Notification of award

2.23.1 Prior to the expiration of the period of tender validity, the Procuring entity will notify the successful tenderers i.e. the best three design schemes; in writing that their design proposals have been accepted.

2.23.2 The notification of award will signify the transfer of all copyrights, intellectual property rights and patents relating to their designs to the procuring entity pursuant to clause 2.24. Simultaneously the other tenderers shall be notified that their tenders have not been successful.

2.23.3 Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs to the procuring entity pursuant to paragraph 2.24, the Procuring entity will promptly notify each unsuccessful Tenderer.

2.24 Transfer of all copyrights

2.24.1 At the same time as the Procuring entity notifies the successful tenderers i.e. the best three design schemes that their design proposals have been accepted, the Procuring entity will simultaneously inform the other tenderers that their designs have not been successful.

- 2.24.2 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 State.
- 2.24.3 At this juncture 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 procuring entity.

2.25 Corrupt or Fraudulent Practices

- 2.25.1 The Procuring entity 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.
- 2.25.2 The procuring entity 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;
- 2.25.3 Further, a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

APPENDIX TO INSTRUCTIONS TO THE TENDERERS

The following information for procurement of services shall complement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provisions of the instructions to tenderers and the provisions of the appendix, the provisions of the appendix herein shall prevail over those of the instructions to Tenderers

ITT Clause Number	Amendments of, and Supplements to, Clauses in the Instruction to Tenderers
2.1.1	Particulars of eligible tenderers: A Bidder may be a firm that is a private entity, a state-owned enterprise or institution dully registered by the Registrar of Companies/Business.
2.4.1	<p>The address for clarification of Tender documents is</p> <p>Attention:</p> <p>The Head Supply Chain Management, State Department of ICT & Innovation PO Box 30025-00100 Nairobi, Kenya.</p> <p>Or</p> <p>Email address: ictprocurement@information.go.ke</p>
2.6.1	The Language of all correspondence and documents related to the Tender is: English
2.9.3	The prices shall be FIXED
	Alternative Tenders to the requirements of the Tender documents will NOT be permitted.
2.10.1	Prices shall be quoted in Kenya Shillings
2.11.1	The Tender validity period shall be 120 days.
2.12.1	<p>The number of copies of the Tender to be completed and returned shall be:</p> <p>One (1) original and one (1) copy.</p> <p>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 bidder.</p>

2.13	<p>Tender shall be submitted to:-</p> <p>The Principal Secretary,</p> <p>State Department of ICT & Innovation</p> <p>P.O. BOX 30025-00100 Nairobi,</p> <p>The deadline for bid submission is: Date 23rd December, 2020. Time:10.00am local time</p>
2.14	<p>The Tender opening shall take place at: 9th floor boardroom at Telposta Towers. Time: 10.30am local time.</p>

2.15.1	<p>1. PRELIMINARY/MANDATORY EVALUATION</p>		
<p>The evaluation shall adopt <i>YES/ NO Approach</i>. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.</p> <p>The preliminary evaluation shall involve checking on mandatory requirements (MR) which include the following:</p>			
No.		Parameters/Requirements	Compliance (Yes/No)
1.		A copy of certificate of registration / incorporation	YES/NO
2.		A copy of valid tax compliance certificate	YES/NO
3.		A valid Business Permit	YES/NO
4.		Confidential Business Questionnaire (duly filled, signed and stamped)	YES/NO
5.		Filled and signed Self Declaration Forms (SD1 and SD2)	YES/NO
6.		Entrant's should provide their full names, postal addresses, physical address, email and daytime telephone numbers.	YES/NO
<p>2. TECHNICAL EVALUATION</p>			
<p>The evaluation shall adopt <i>YES/ NO Approach</i> to evaluate on whether the bidder/participant is responsive in all the Technical aspects as per the specifications given. Bidders are required to attach clear and detailed drawings. The non-responsive submissions will be eliminated from the entire evaluation process and will not be considered further.</p>			
<p>The evaluation shall involve checking on the technical mandatory requirements which include the following:</p>			

	1.	Black and white in six (6) hard copies on A4 size paper. (6 copies of the Logo design)	YES/NO
	2.	High resolution colour in six (6) hard copies on A4 size paper. (6 copies of the Logo design).	YES/NO
	3.	The logo must be clear and distinctly identifiable for effective application on all of the <i>Office of the Data Protection Commissioner's</i> (Agency) materials, instruments, website and relevant paraphernalia.	YES/NO
	4.	It is recommended, the logo should have the sum total of the <i>Office of the Data Protection Commissioner's</i> core mandates captured in an appropriate motto.	YES/NO
	5.	It is essential that the entrants identify and apply possible colours for the Agency.	YES/NO
	6.	The submitted logo ought to be accompanied with a brief written rationale, tag lines, connotation and any inspirations.	YES/NO
	7.	The participants agree to indemnify the Agency from any losses and threatened losses arising from, in connection with or based on allegations of any third party claim of infringement or misappropriation of any intellectual property rights. (Participant/Bidder to submit this in written form)	YES/NO
	8.	Any material, graphic software or other items accompanying the submitted design shall belong to and remain the property of the Agency (Participant/Bidder to submit/declare this in written form)	YES/NO
	Bidders must submit the documents above / show the above elements. At this stage, 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 further.		
2.16.1	Post – Qualification shall “be undertaken”		
2.17.3	Award Criteria: The best three assessed design schemes shall receive as a prize an honorarium as provided for in the internal policies of the procuring entity i.e. subject to the honorarium as provided in the bid		

document inviting the design competition.
As per the PPADA, 2015 Section 101 (5) and the PPADR, 2020 Regulation 88 (1, k).

HENCE:

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. 200,000.00
2. Second position – Kshs. 100,000.00
3. Third position – Kshs. 50,000.00

SECTION III GENERAL CONDITIONS OF CONTRACT

3.1 Definitions

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

- a) “The contract” means the agreement entered into between the Procuring entity 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 services” means services to be provided by the contractor including materials and incidentals, which the tenderer is required to provide to the Procuring entity under the Contract.
- d) “The Procuring entity” means the organization sourcing for the services under this Contract.
- e) “The contractor means the individual or firm providing the services under this Contract.
- f) “The client means the organization receiving the services under this Contract.
- g) “GCC” means general conditions of contract contained in this section
- h) “SCC” means the special conditions of contract
- i) “Day” means calendar day

3.2 Application

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

3.3 Standards

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

3.4 Transfer of all Copyrights

- 3.4.1 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 State.
- 3.4.2 Pursuant with PPADA, 2015 Section 101 [1(b, vi) 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 procuring entity.

3.5 Patent Right's

The tenderer shall indemnify the Procuring entity 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.

3.5 Inspections and Tests

- 3.5.1 The Procuring entity or its representative shall have the right to inspect and/or to test the services to confirm their conformity to the Contract specifications. The Procuring entity shall notify the tenderer in writing, in a timely manner, of the identity of any representatives retained for these purposes.
- 3.5.2 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 the Procuring entity.
- 3.5.3 Should any inspected or tested services fail to conform to the Specifications, the Procuring entity 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 the Procuring entity.
- 3.5.4 Nothing in paragraph 3.5 shall in any way release the tenderer from any warranty or other obligations **under this Contract**.

3.6 Payment

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

3.7 Assignment

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

3.8 Termination for Default

The Procuring entity 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:

- i 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 the Procuring entity.
- ii If the tenderer fails to perform any other obligation(s) under the Contract.
- iii If the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

In the event the Procuring entity 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 the Procuring entity for any excess costs for such similar services.

3.9 Termination of insolvency

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

3.10 Termination for convenience

3.10.1 The procuring entity by written notice sent to the contractor 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 the procuring entity convenience, the extent to which performance of the contractor of the contract is terminated and the date on which such termination becomes effective.

3.10.2 For the remaining part of the contract after termination the procuring entity may elect to cancel the services and pay to the contractor on agreed amount for partially completed services.

3.11 Resolution of disputes

3.11.1 The procuring entity's and the contractor 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.

3.11.2 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.

3.12 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.

3.13 Force Majeure

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

3.14 Applicable Law

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

3.15 Notices

Any notices given by one party to the other pursuant to this contract shall be sent to the other party by post or by fax 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.

3.16 Management Meetings

A Contract management meeting shall be held regularly and attended by the Procuring Entity's Representative and the Contractor. Its business shall be to review the plans for the remaining Work. The Procuring Entity's Representative shall record the business of management meetings and provide copies of the record to those attending the meeting and the Procuring Entity. The responsibility of the parties for actions to be taken shall be decided by the Procuring Entity's Representative either at the management meeting or after the management meeting and stated in writing to all who attend the meeting.

SECTION IV SPECIAL CONDITIONS OF CONTRACT

- 4.1 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.
- 4.2 Special conditions of contract with reference to the general conditions of contract.

General conditions of contract reference	Special conditions of contract
3.6	Payments shall be; 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. 200,000.00 2. Second position – Kshs. 100,000.00 3. Third position – Kshs. 50,000.00.
3.11	Specify resolution of disputes: Arbitration
3.14	Specify applicable law. Laws of Kenya
3.15	Notices shall be addressed and delivered to: The Principal Secretary, Ministry of ICT State Department of ICT & Innovation P.O. BOX 30025-00100 Nairobi

Office of the Data Protection Commissioner Logo Design Competition

Introduction

The Data Protection Act, 2019 (DPA) was enacted in November 2019. The purpose of the Act is to regulate the processing of personal data collection; protecting the privacy of individuals; establishing the legal and institutional mechanism to protect personal data. Section 5(2) of the Data Protection Act, establishes the Office of the Data Protection Commissioner, which is mandated to oversee the implementation and enforcement of the Act.

As a newly enacted State Office, the agency is in the process of designing a Corporate Identity Manual (CIM) that will represent and epitomise its mandate. In order to achieve this, the Office of the Data Protection Commissioner requires the contribution of creative Kenyan artists and designers to assist in coming up with a logo through a competition. The logo is intended to strengthen the brand quality of the agency by providing a unique, strong and consistent image in the minds of all our stakeholders.

Core mandate of the Office of the Data Protection Commissioner is as follows:

The purpose of the Act is to regulate the processing of personal data collection; protecting the privacy of individuals; establishing the legal and institutional mechanism to protect personal data. Section 5(2) of the Data Protection Act, establishes the Office of the Data Protection Commissioner, which is mandated to oversee the implementation and enforcement of the Act.

General Guidelines

The following are the guidelines and rules of engagement for the competition:

1. The design should be submitted as follows: via email to ictprocurement@information.go.ke and as;
 - a) Black and white in six (6) hard copies on A4 size paper.
 - b) High resolution colour in six (6) hard copies on A4 size paper.
2. The logo must be clear and distinctly identifiable for effective application on all our Agency materials, instruments, website and relevant paraphernalia;
3. It is not necessary to include the name of the Agency. We desire the composition be more conceptual rather than literal;
4. It is recommended, the logo should have the sum total of our core mandates captured in an appropriate motto;
5. It is essential that the entrants identify and apply possible colours for the Agency;
6. The submitted logo ought to be accompanied with a brief written rationale, tag lines, connotation and any inspirations;

7. Entrant's should provide their full names, postal addresses, physical address, email and daytime telephone numbers;
8. The Agency reserves the exclusive right to modify the winning logo;
9. The Agency reserves the exclusive right to register the winning logo;
10. Any material, graphic software or other items accompanying the submitted design shall belong to and remain the property of the Agency;
11. The participants agree to indemnify the Agency from any losses and threatened losses arising from, in connection with or based on allegations of any third party claim of infringement or misappropriation of any intellectual property rights;
12. Our judges' decision is final and not open to any correspondence or appeal, whatsoever.
13. Only shortlisted participants will be contacted.

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. 200,000.00
2. Second position – Kshs. 100,000.00
3. Third position – Kshs. 50,000.00

REPUBLIC OF KENYA
CONFIDENTIAL BUSINESS QUESTIONNAIRE

You are requested to give the particulars indicated in Part I and either Part 2 (a), 2 (b) or 2 (c) whichever applies to your type of business.

You are advised that it is a serious offence to give false information on this form.

Part 1 – General:
 Business Name
 Location of business premises.
 Plot No..... Street/Road.....
 Postal Address Tel No. Fax E mail
 Nature of Business
 Registration Certificate No.
 Maximum value of business which you can handle at any one time – Kshs.
 Name of your bankers Branch

Part 2 (a) – Sole Proprietor

Your name in full Age
 Nationality Country of origin
 Citizenship details

Part 2 (b) Partnership

Given details of partners as follows:

	Name	Nationality	Citizenship Details	Shares
1.
2.
3.
4.

Part 2 (c) – Registered Company

Private or Public
 State the nominal and issued capital of company-
 Nominal Kshs.
 Issued Kshs.
 Given details of all directors as follows

	Name	Nationality	Citizenship Details	Shares
1
2
3
4
5

Date Signature of Candidate

If a Kenya Citizen, indicate under “Citizenship Details” whether by Birth, Naturalization or registration.

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 have 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

FORM RB 1

REPUBLIC OF KENYA
PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD

APPLICATION NO.....OF.....20.....

BETWEEN

.....APPLICANT

AND

.....RESPONDENT (*Procuring Entity*)

Request for review of the decision of the..... (*Name of the Procuring Entity*) of
.....dated

the...day of20.....in the matter of Tender No.....of20...

REQUEST FOR REVIEW

I/We.....,the above named Applicant(s), of address: Physical
address.....Fax No.....Tel. No.....Email, hereby request the Public
Procurement Administrative Review Board to review the whole/part of the above mentioned
decision on the following grounds , namely:-

- 1.
 - 2.
- etc.

By this memorandum, the Applicant requests the Board for an
order/orders that: - 1.

- 2.
- etc

SIGNED (Applicant)

Dated on.....day of/...20...

FOR OFFICIAL USE ONLY

Lodged with the Secretary Public Procurement Administrative Review Board on day of
.....20.....

SIGNED
Board Secretary

SELF DECLARATION FORM SD1

SELF DECLARATION THAT THE PERSON/TENDERER IS NOT DEBARRED IN THE MATTER OF THE PUBLIC PROCUREMENT AND ASSET DISPOSAL ACT 2015.

I,(Full name) of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is 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.

2. THAT the aforesaid Bidder, its Directors and subcontractors have not been debarred from participating in procurement proceeding under Part IV of the Act.

3. THAT what is deponed to hereinabove is true to the best of my knowledge, information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

SELF DECLARATION FORM SD2

SELF DECLARATION THAT THE PERSON/TENDERER WILL NOT ENGAGE IN ANY CORRUPT OR FRAUDULENT PRACTICE

I,(Full name) of P. O. Box being a resident of in the Republic of do hereby make a statement as follows:-

1. THAT I am the Chief Executive/Managing Director/Principal Officer/Director of (insert name of the Company) who is 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.

2. 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.

3. 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)

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

5. THAT what is deponed to hereinabove is true to the best of my knowledge information and belief.

.....
(Title) (Signature) (Date)

Bidder's Official Stamp

**TENDER SECURITY FORM
(TENDER SECURING DECLARATION FORM (YOUTH, WOMEN AND PEOPLE
LIVING WITH DISABILITIES))**

To:

WHEREAS (Hereinafter called the Tenderer)
has submitted its Tender datedfor the provision of
..... to -----
tender no.

WE THE UNDERSIGNED, DECLARE THAT: -

1. We understand that, according to your conditions, bids must be supported by a Tender Securing Declaration.
2. We accept that we will be automatically suspended from being eligible for bidding in any contract with you for a period of 5 years starting from date of letter of offer, if we are in breach of our obligations under the tender conditions, because we –
 - a) Have withdrawn our bid during the period of tender validity, or,
 - b) Having been notified of the acceptance of our bid by you during the period of tender validity –
 - i. Fail or refuse to sign the contract when required, or
 - ii. Fail or refuse to furnish the Performance Security in accordance with the Instructions to Tenderers.
3. We understand that this Tender Securing Declaration shall expire if we are not the successful bidder, upon either of the following: -
 - a) Our receipt of a copy of your notification of the name of the successful bidder,
 - b) Twenty-eight (28) days after the expiry of our Tender.
4. We understand that if we are a Joint Venture, the Tender Securing Declaration must be in the name of the Joint Venture that submits the bid, and the Joint Venture has not been legally constituted at the time of bidding, the Tender Securing Declaration shall be in the names of all future partners as named in the letter of intent.

DATED AT ----- THIS-----DAY OF

Yours sincerely,

Name of Tenderer

Signature of duly authorized person signing the Tender

Name and Capacity of duly authorized person signing the Tender

Stamp or Seal of Tenderer