



**KENYA SUGAR RESEARCH AND TRAINING INSTITUTE**  
**P.O. BOX 44 - 40100**  
**KISUMU**

TENDER

FOR

LOGO DESIGN COMPETITION FOR

KENYA SUGAR RESEARCH AND TRAINING INSTITUTE

TENDER NO. KESRETI/LDC/001/2025-2026

**ELIGIBILITY: (Youth Category)**

CLOSING/OPENING DATE: Thursday 9<sup>th</sup> APRIL 2026

TIME: 2.30PM

## INVITATION TO TENDER

No	DESCRIPTION	TENDER NO	CATEGORY	CLOSING DATE
<u>1</u>	LOGO DESIGN COMPETITION FOR KENYA SUGAR RESEARCH AND TRAINING INSTITUTE	KESRETI/LDC/001/2025-26	YOUTH	9 <sup>TH</sup> APRIL, 2026  AT 2.30 PM

The Kenya Sugar Research and Training Institute (KESRETI) was established under Section 29 of the Sugar Act No. 11 of 2024. The institute's mandate is to support the growth and modernization of the sugar industry through research and training.

The Kenya Sugar Research and Training Institute (KESRETI) invites eligible candidates to bid for Logo Design Competition of KESRETI logo.

Tendering is open exclusively to Kenyan citizens and is reserved for Special Interest Group (Youth Category)

Qualified and interested tenderers may obtain further information and inspect the Tender Documents during office hours from 0900hrs to 1500 hours at the address given below.

A complete set of tender documents may be purchased or obtained by interested tenders upon payment of a non-refundable fees of Ksh 1,000.00 in cash or Banker's Cheque and payable to the Ag. Managing Director Kenya Sugar Research and Training Institute (KESRETI). Tender documents may be obtained electronically from the KESRETI website [https:// www.kesreti.org](https://www.kesreti.org) or from The National Treasury <https://www.tenders@t.go.ke>. Tender documents obtained electronically will be **free of charge**.

Those who download the tender document and intend to submit a bid are required to register their details at [tenders@keserti.org](mailto:tenders@keserti.org) so as to be able to receive any further clarifications or addendum/addenda.

The Tenderer must fill the Tender Securing Declaration Form provided. Prices quoted should be inclusive of all taxes and levies and must be in Kenya Shillings and should remain valid for 120 days after date of tender opening. Tenders shall remain valid for 120 days from the date of opening.

Reward for winning 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**

The copyright and/or trademark and other intellectual property of the three winning logos shall vest in the Institute

The Tenderer shall chronologically serialize all pages of the tender documents submitted. Completed tenders must be delivered to the address below on or before Thursday, April 9<sup>th</sup> 2026 at 2.30PM.

**Electronic Tenders WILL NOT be permitted.**

And deposited in the Tender Box at the reception area, KESRETI Headquarters, Kibos. Tenders that do not fit in the tender box shall be deposited at the Managing Director's, Office -Administration Block, 1<sup>st</sup> floor

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 in the presence of the Tenderers' designated representatives who choose to attend at the address below.

Late tenders will be rejected.

The addresses referred to above are:

- A. Address for obtaining further information and for purchasing tender documents  
SUPPLY CHAIN MANAGEMENT DIVISION  
KENYA SUGAR RESEARCH AND TRAINING INSTITUTE  
P.O BOX 44-40100  
KISUMU, KENYA  
TEL NO:0735  
Email Address: tenders@kesreti.org
  
- B. Address for Submission of Tenders.  
AG. MANAGING DIRECTOR  
KENYA SUGAR RESEARCH AND TRAINING INSTITUTE  
P.O BOX 44-40100  
OFF KISUMU-MIWANI ROAD  
KISUMU, KENYA
  
- C. Address for Opening of Tenders  
KENYA SUGAR RESEARCH AND TRAINING INSTITUTE  
HEADQUARTERS, SEMINAR ROOM  
P.O BOX 44-40100  
KISUMU, KENYA

AG. MANAGING DIRECTOR  
KENYA SUGAR RESEARCH AND TRAINING INSTITUTE

## **SECTION I -INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

2.1.1 This Invitation to tender is reserved to Special Interest Group (**Youth Category**) 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 KESRETI's employees, committee members, board members and their relative (spouse and children)

are not eligible to participate in the tender.

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 has not been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by Kenya Sugar Research and Training Institute 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 KESRETI, shall not be responsible or liable for those costs regardless of the conduct or outcome of the tendering process.

2.2.3 KESRETI shall allow the tenderer to view 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 of all copyright, intellectual property rights and patents
- vi. Confidential information questionnaire form

- vii Declaration form
- viii Self-declaration forms SD1 & SD2
- ix. Business Ownership Declaration form

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 tenderer's risk and

may result in the rejection

## **2.4 Clarification of Tender document**

**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 three (3) 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.** KESRETI 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 Amendments of Tender documents**

**2.5.1**At any time prior to the deadline for submission of Tenders, the Procuring Entity may amend the tendering document by issuing addenda.

2.5.2All prospective tenderers will be notified of any amendment through the KESRETI website or by email such amendment will be binding on them.

2.5.3 In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, KESRETI, at its discretion, may extend the deadline for the submission of tenders.

## **2.6 Language of the 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 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. 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

2.11.2 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

2.11.3 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

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 TDS**

## **2.13 Modification and withdrawal of tenders**

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 KESRETI prior to the deadline prescribed for the submission of tenders.

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** KESRETI may at any time terminate procurement proceedings before contract award and

shall not be liable to any person for the termination

2.13.5. KESRETI 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 tenderers or their representatives who choose to attend. 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 KESRETI 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 tenderer's tender.

## **2.16 Preliminary Examination and Responsiveness**

2.16.1 KESRETI 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 KESRETI 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, KESRETI 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. KESRETI'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 KESRETI and may not subsequently be made responsive by the tender by correction of the non-conformity

## **2.17 Evaluation and comparison of tenders**

2.17.1 KESRETI 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 and Asset Disposal Act (PPADA), 2015 Sections 100 and 101 and the Public Procurement and Asset Disposal Regulations (PPADR), 2020 Regulation 88.

KESRETI'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

- i. The evaluation criteria outlined in the tender documents
- ii. Deviations from what is specified in the Special Conditions of Contract

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 Kenya Sugar Research and Training Institute

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

2.19 Award of Contract

a) Post qualification

2.19.1 In the absence of pre-qualification, **KESRETI 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 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 tenderer's 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

Award Criteria

2.19.4 KESRETI will award the design to the successful tenderers i.e. the best three design schemes in accordance with PPADA, 2015 Section 101 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 KESRETI 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 in the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the ground for the procuring entity's action. If the KESRETI determines that none of the tenderers is responsive, KESRETI 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

2.21 KESRETI's Right to Vary quantities

KESRETI 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 KESRETI's Right to accept or Reject any or All Tenders

2.21.1 KESRETI 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, KESRETI 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. KESRETI 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 KESRETI 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

2.23.3 Canvassing will lead to automatic disqualification from the competition.

SECTION II - 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 here in shall prevail over those in ITT.**

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	A. General
	<p>The Tender reference number (ITT) is: KESRETI/LDC/001/2025-2026                      The Procuring Entity is: Kenya Sugar Research and Training Institute                      The name of the ITT is: Logo Design Competition of Kenya Sugar Research and Training Institute                      NB: The number and identification of lots (contracts) comprising this ITT is: Not Applicable</p>
	Particulars of eligible tenderers: A tenderer may be an Individual, an incorporated company or a Business Name registered in Kenya under AGPO (Youth Category)
	<p>Clarification of tenders requested by the tenderer must be received by KESRETI not later than three (3) days prior to the deadline for submission of tenders.                      KESRETI shall reply to any clarifications sought by the tenderer within three (3) working days excluding weekends/public holidays of receiving the request to enable the tenderer to make timely submission of its tender.                      KESRETI shall publish its response on its website <a href="http://www.kesreti.org">www.kesreti.org</a></p>
	Alternative Tenders <i>shall be</i> considered.
	Alternative times for completion <i>shall not be</i> permitted.
	Alternative technical solutions shall be permitted for the following parts of the Services: Not Applicable
	The prices quoted by the Tenderer <i>shall not be</i> subject to adjustment during the performance of the Contract.
	The Tender validity period shall be 120 days from the date of closing tender.
	A Tender-Securing Declaration dully filled shall be Required
	The Contract price shall NOT be adjusted.
	b) The tender documents should be paginated/serialized (each page of the tender submission must have a number and the numbers must be in

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	chronological order). For pagination, the numbering system to be used are numerical numbers, i.e. 1,2,3,4,5,6,7,8,9,10.... n (n being the last page of the tender document). The Tender MUST be submitted in the required format
	<p>For tender submission purposes only, the address to be used shall be as follows;</p> <p style="text-align: center;">AG. Managing Director, KESRETI Kenya Sugar Research and Training Institute Off Kisumu-Miwani Road P O Box 44-40100, Kisumu, Kenya</p> <p>Applicants <b>shall not</b> have the option of submitting their Applications electronically. The electronic Application submission procedures shall be: <b>N/A</b></p>
	<p>The deadline for Tender submission is:</p> <p>Date: Thursday ,9<sup>th</sup> April,2026</p> <p>Time: 2.30PM</p> <p>Tenderers shall not have the option of submitting their Tenders electronically. Late tenders will be rejected.</p>
	The Language of all correspondence and documents related to the Tender is: <b>English</b>
	<p>The Tender opening shall take place at:</p> <p style="text-align: center;">Kenya Sugar Research and Training Institute, Seminar Room Kisumu-Miwani Road P O Box 44-40100, Kisumu, Kenya</p> <p>Date and time for submission of Tenders: ,9<sup>th</sup> April 2026 at 2.30PM</p>
	The prices shall be <b>FIXED</b>
	Honorarium shall be paid in <b>Kenya Shillings</b>
	The Tender validity period shall be <b>120 days</b>
	<p>The number of copies of the Tender to be completed and returned shall be: One (1) original <b>HARD COPY (Containing all the required copies in one envelope)</b> and one (1) <b>SOFT</b> copy in a flash drive.</p> <p>The design be submitted in below copies (Inside the one sealed envelope This is a one envelope tender. All the proposals should be in one envelope clearly</p>

ITT Reference	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	marked the Tender Number without any indication of the name of the bidder.
	<p>The currency that shall be used for Tender evaluation and comparison purposes only to convert at the selling exchange rate all Tender prices expressed in various currencies into a single currency is: <b>Kenya Shillings</b>  The source of exchange rate shall be: <b>The Central bank of Kenya (mean rate)</b></p> <p>The date for the exchange rate shall be: the deadline date for Submission of the Tenders.</p>
	The invitation to tender is extended to the following group that qualify for Reservations: <b>Youth Category</b>
	Additional evaluation factors shall be as indicated in Evaluation Criteria
	<p>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:  <b>1. First position – Kshs 200,000</b>  <b>2. Second position – Kshs 100,000</b>  <b>3. Third position – Kshs 50,000</b></p>
	<p>The Adjudicator proposed by the Procuring Entity is _____ . The hourly fee for this proposed Adjudicator shall be _____. The biographical data of the proposed Adjudicator is as follows: _____ .NA</p>
	<p>The procedures for making a Procurement-related Complaint are available from the PPRA Website <a href="http://www.ppra.go.ke">www.ppra.go.ke</a> or email <a href="mailto:complaints@ppra.go.ke">complaints@ppra.go.ke</a>.</p> <p>If a Tenderer wishes to make a Procurement-related Complaint, the Tenderer should submit its complaint following these procedures, in writing (by the quickest means available, that is either by hand delivery or email</p> <p>In summary, a Procurement-related Complaint may challenge any of the following:</p> <p>(i) the terms of the Tender Documents; and  (ii) the Procuring Entity’s decision to award the contract.</p>

SECTION III – EVALUATION AND QUALIFICATION CRITERIA.

**Preliminary examination for Determination of Responsiveness**

KESRETI will provide the preliminary evaluation criteria. To facilitate this, a template may be attached or clearly described information and list of documentation to be submitted by Tenderers to enable preliminary evaluation of the Tender)

Tenders that do not pass the Preliminary Examination will be considered non-responsive and will not be considered further.

The evaluation shall adopt YES/NO approach. The non-responsive submissions will be eliminated from the entire preliminary evaluation process and will not be considered further.

**PRELIMINARY EVALUATION (MANDATORY REQUIREMENTS)**

NO	MANDATORY REQUIREMENTS	BIDDER MUST STATE COMPLIANCE TO THE STATEMENT BY INDICATING YES/NO
	Must submit a copy of certificate of registration/Business Registration/ Incorporation OR National IDs for individuals	
	Must Submit a copy of Valid Tax Compliance certificate -Company or individual as at date of tender opening	
	Must submit a copy of Valid certificate on Access to Government Procurement Opportunities (AGPO) Youth Category from National Treasury at date of tender opening	
	Must submit a duly completed Tender Securing declaration form provided.	
	Entrants MUST provide their full names, postal addresses, physical address, email and daytime telephone numbers <b>(email &amp; daytime telephone numbers MUST be operational)</b>	
	Entrants MUST Declaration That the Submitted Design Shall Belong to and Remain the Property of KESRETI in the form provided	

NO	MANDATORY REQUIREMENTS	BIDDER MUST STATE COMPLIANCE TO THE STATEMENT BY INDICATING YES/NO
	Details of the proposed LOGO to be submitted in a PDF format	
	Must fill, sign and stamp Confidential Business Questionnaire provided.	
	Duly filled Form SD1 Self declaration confirming that the person/tenderer is not debarred in the matter of the Public Procurement and Asset Disposal Act 2015	
	Duly filled Form SD2 Self Declaration confirming that the person/tenderer will not engage in any corrupt or fraudulent practice	
	Duly filled, signed and stamped Beneficial Ownership Disclosure form provided	
	<p>Note: Tenderers who will not meet the above requirements will be declared non-responsive and their bids will not be evaluated further</p> <p>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</p>	

### **TECHNICAL EVALUATION**

The evaluation committee shall 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 evaluation shall involve checking on the technical requirements.

Technical Evaluation will be done as indicated below:

Bidders will be evaluated using a combination of Yes/No and Scoring Basis. A bidder must be responsive under Yes/No Criteria 1 and must score seventy per cent (70%) in criteria II and above in order to be considered further.

## TECHNICAL EVALUATION REQUIREMENTS/CRITERIA 1

Bidders are required to ensure they indicate compliance with Technical Criteria 1 by indicating YES/NO responsiveness to the tender document. Any bidder who responds with NO will be disqualified from the entire evaluation process and will not be considered for further evaluation.

### 1. Typography Specification

The logo design should include a combination of symbol and text (logotype). The text should be lean, modern, highly legible, professional (authoritative), suitable for both print and digital use, and not overly decorative or script-heavy.

Item	Specification	Yes/ No
1.1. Font:	1.1.1. Licensed for commercial use (provide proof of license) OR	
	1.1.2. Custom-designed lettering created specifically for this logo. (Provide outlined/converted version (in vector files) and editable version with font information)	
	1.1.3. Provide the exact font name, weight, and style used	
	1.1.4. Provide the exact Font name and family (e.g., "Helvetica Neue Bold")	
	1.1.5. Font source/foundry (e.g., "Adobe Fonts", "Google Fonts")	
	1.1.6. Commonly used free fonts but modified significantly ( <i>not recommended</i> )	
1.2. Color: CMYK, RGB, HEX and PMS	1) Provide exact color codes for all CMYK colors used print media (e.g. C=75, M=0, Y=100, K=0).	
	2) Provide exact RGB values (0-255 range) for each color e.g. R=80, G=200, B=120.	
	3) No RGB-only colors that cannot be accurately reproduced in CMYK.	
	4) Provide 6-digit hex codes used in web design and digital applications for each color (include the # symbol e.g.: #50C878)	
	5) Provide Pantone Matching System (PMS) for specialty printing and brand consistency e.g. Pantone 2414 C.	

Item	Specification	Yes/ No
	6) Submit as a separate document or include in the Concept Note PDF.	
	<p>1.2.1. Primary Color: Emerald Green</p> <p>1.2.1.1. CM C M Y K YK: = = = =</p> <p>1.2.1.2. RGB R= G= B B: =</p> <p>1.2.1.3. HE # _____ X:</p> <p>1.2.1.4. Pantone (optional):</p>	
	<p>1.2.2. Secondary Color: [Color Name]</p> <p>1.2.2.1. CM C= M Y K YK: = = = =</p> <p>1.2.2.2. RGB: R= G= B =</p> <p>1.2.2.3. HE # _____ X:</p> <p>1.2.2.4. Pantone (optional):</p>	
	<p>1.2.3. [Additional color if applicable]: [Color Name]</p> <p>1.2.3.1. CM C= M Y K YK: = = = =</p> <p>1.2.3.2. RGB: R= G= B =</p> <p>1.2.3.3. HE # _____ X:</p> <p>1.2.3.4. Pantone (optional):</p>	
	<p>1.2.4. Full-Color Version: <i>(The primary logo that will be the main version used in most applications must contain all specified colors)</i></p>	
	<p>1.2.5. Black and White Version: <i>(A version using only black and white (NO grey) must remain clear and recognizable)</i></p>	

Item	Specification	Yes/ No
1.3. Background	1.3.1. White Background:	
	1.3.1.1. Full-color version on pure white (#FFFFFF)	
	1.3.1.2. Display of logo on standard documents (appearance)	
	1.3.2. Black Background:	
	1.3.2.1. Full-color or reverse version on pure black (#000000)	
	1.3.2.2. Display of logo on dark backgrounds (legibility)	
	1.3.3. Transparent Background:	
	1.3.3.1. PNG format with alpha channel transparency	
	1.3.3.2. Display of logo overlaid on transparent backgrounds (appearance/ legibility)	
1.4. Scalability and Legibility	1.4.1. Minimum Size Test: <i>(Print the logo at 2 cm width to check if all elements are clear).</i>	
	1.4.1.1. Logo must be clearly legible at a minimum width of 2 cm	
	1.4.1.2. All text must be readable without magnification	
	1.4.1.3. All design elements must be distinguishable	
	1.4.1.4. No loss of detail or visual impact at small sizes	
	1.4.2. Large Format Test: <i>(View vector file at 1000% zoom in Adobe Illustrator to check for clean paths)</i>	
	1.4.2.1. Logo must scale up to 3 meters or larger without: (i)Pixelation or blurriness; (ii)loss of proportion; (iii)color distortion; and (iv)visible construction flaws	
	1.4.3. Readability Standards:	
	1.4.3.1. Text (if any) must remain legible at all sizes	
	1.4.3.2. Icon/symbol must be recognizable even at thumbnail size (50 x 50 pixels)	
	1.4.3.3. Design should not rely on fine details that disappear when scaled	
1.5. File Formats	1.5.1. Vector Formats (MANDATORY)	
	a. All objects must be fully editable	

Item	Specification	Yes/ No
	b. No raster elements embedded (unless as smart objects)	
	c. Clean anchor points and paths	
	1.5.1.1. Adobe Illustrator (.AI) - most preferred	
	a. Version CS6 or later	
	b. All fonts converted to outlines	
	c. All layers properly labeled	
	1.5.1.2. Encapsulated PostScript (.EPS)	
	a. Compatible with both Mac and PC	
	b. CMYK color mode	
	1.5.1.2.1. Fonts converted to outlines	
	1.5.1.3. Scalable Vector Graphics (.SVG)	
	a. Web-friendly vector format	
	b. Suitable for digital applications	
	1.5.2. Raster Formats (MANDATORY)	
	a. No visible pixelation or blurriness	
	b. Sharp, clean edges	
	c. True colors (no color shifts from original)	
	1.5.2.1. Portable Network Graphics (.PNG)	
	a. Minimum 300 DPI resolution	
	b. Transparent background (alpha channel)	
	c. RGB color mode	
	d. Dimensions: minimum 3000 x 3000 pixels (if square) or proportional	
	1.5.2.2. Joint Photographic Experts Group (.JPEG/.JPG)	
	a. Minimum 300 DPI resolution	
	b. White background	
	c. RGB color mode	
	d. High-quality compression (minimal artifacts)	
	e. Dimensions: minimum 3000 pixels on longest side	
	1.5.3. Optional Formats (Recommended)	
	1.5.3.1. Portable Document Format (.PDF)	
	a. Presentation board showing the logo in various applications	
	b. Mock-ups of logo on letterhead, business card, signage, website	
	c. Include concept explanation and color codes (maximum 5 pages)	
1.6. Resolution	1.6.1. For Vector Files:	
	1.6.1.1. Must be scalable from 2 cm to 3 meters	

Item	Specification	Yes/ No
	without quality loss	
	1.6.1.2. Clean, smooth curves with no rough edges	
	1.6.1.3. Properly aligned anchor points	
	1.6.2. For Raster Files:	
	1.6.2.1. Minimum 300 DPI for all raster submissions	
	1.6.2.2. For digital use: Also provide 72 DPI web-optimized version (optional)	
	1.6.2.3. Recommended dimensions:	
	a. PNG (transparent): 3000 x 3000 pixels minimum	
	b. JPEG (white background): 3000 x 3000 pixels minimum	
	c. For horizontal logos: 5000 x 2000 pixels minimum	
	1.6.2.4. Important: Low-resolution images (less than 300 DPI) will result in automatic disqualification.	
1.7. Required Logo Versions	Participants must submit ALL of the following versions:	
	1.7.1. Full-Color Version	
	1.7.2. Black and White Version	
	1.7.3. Greyscale Version	
	1.7.4. Reverse/ Negative Version (Optional but Recommended)	
	1.7.5. Layout Variations (Optional but Recommended)	
	1.7.5.1. Horizontal layout: Symbol and text side-by-side	
	1.7.5.2. Vertical/stacked layout: Symbol above text	
1.8. File Naming Convention	<p>1. Naming Format for single entries: KESRETI_Logo_[YourName]_[Version]_[Format].[extension]</p> <p>1. Naming Format for single entries:</p> <ul style="list-style-type: none"> <li>• Examples:</li> </ul>	
	<p>1.1. KESRETI_Logo_JohnDoe_FullColor_Vector.ai</p> <p>1.2. KESRETI_Logo_JohnDoe_FullColor_Raster.png</p> <p>1.3. KESRETI_Logo_JohnDoe_BlackWhite_Vector.eps</p> <p>1.4. KESRETI_Logo_JohnDoe_Presentation.pdf</p>	
	<p>2. Naming Format for multiple entries:</p> <ul style="list-style-type: none"> <li>• Examples:</li> </ul>	

Item	Specification	Yes/ No
	2.1. KESRETI_Logo_JohnDoe_Entry1_FullColor.ai 2.2. KESRETI_Logo_JohnDoe_Entry2_FullColor.ai 2.3. KESRETI_Logo_JohnDoe_Entry3_FullColor.ai	
1.9. Folder Organiz ation	1.9.1. Organize files for submission using the folder structure below:  KESRETI_Logo_[YourName]/    --- Entry1/ (if submitting multiple concepts)            --- Vector_Files/                    --- KESRETI_Logo_Entry1_FullColor.ai          --- KESRETI_Logo_Entry1_FullColor.eps          --- KESRETI_Logo_Entry1_FullColor.svg                    --- Raster_Files/                            --- KESRETI_Logo_Entry1_FullColor.png              --- KESRETI_Logo_Entry1_BlackWhite.png              --- KESRETI_Logo_Entry1_Greyscale.png                    --- Concept_Note_Entry1.pdf            --- Entry2/ (if applicable)      --- Entry3/ (if applicable)      --- Submission_Form.pdf	
1.10. C oncept Note (Mandat ory)	1.10.1. A written explanation of your logo design of 100-200 words entailing the following: 1.10.1.1. Design Concept: What is the main idea behind your design? 1.10.1.2. Symbolism: What do the shapes, colors, and elements represent? 1.10.1.3. Relevance to KESRETI: How does your design reflect KESRETI's mandate, vision, and values? 1.10.1.4. Color Rationale: Why did you choose the specific colors? 1.10.1.5. Typography Explanation (if applicable): Why did you choose the specific font or lettering style? 1.10.1.6. Target Audience Appeal: How will your design resonate with KESRETI's stakeholders? 1.10.1.7. Format: a. Microsoft Word (.docx) or PDF format b. Font: Times New Roman or Arial, 12pt c. Single spacing d. Include your name at the top	
RESPONSIVENESS		

## TECHNICAL EVALUATION CRITERIA II

CRITERIA	Description	Maximum Score
Relevance to KESRETI Mandate	How well does the logo reflect KESRETI's functions in research, training, innovation, and sugar industry development? Does it communicate the Institute's vision and mission?	25 marks
Creativity & Originality	Is the design unique, fresh, and innovative? Does it avoid clichés and stand out from existing logos in the agricultural/research sector? Shows creative problem-solving?	25 marks
Simplicity & Versatility	Is the design clean, uncluttered, and easy to understand? Does it maintain visual impact at all sizes? Can it be adapted across various media (print, digital, merchandise)?	20 marks
Color Usage & Aesthetics	Effective use of emerald green as primary color? Do complementary colors enhance the design? Is the overall aesthetic professional, balanced, and appealing	15 marks
. Technical Quality	Are files properly formatted, high-resolution, and scalable? Does the logo meet all technical specifications? Professional execution and attention to detail?	15 marks
	<b>TOTAL MARKS</b>	100 Marks
	<b>PASS MARK</b>	70 %
	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	

## **AWARD CRITERIA**

The best three assessed design schemes shall receive as a prize an honorarium as provided per the PPADA, 2015 Section 101 (5) and the PPADR, 2020 Regulation 88

### ***HENCE:***

Reward for the designer of the chosen logo

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

**First position – Kshs. 200,000.00**  
**Second position – Kshs. 100,000.00**  
**Third position – Kshs. 50,000.00**

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

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, KESRETI reserves the right to reject it even after it is selected as the winning design.

#### SECTION IV: SCHEDULE OF REQUIREMENTS

The Kenya Sugar Research and Training Institute (KESRETI) is a state corporation in the ministry of agriculture and livestock development. The Institute was established under Section 29 of the Sugar Act No. 11 of 2024.

KESRETI is mandated to support the growth and modernization of the sugar industry through research and

training. Other than breeding sugarcane varieties, research is mainly focused on sugarcane nutritional

requirements, pests/ diseases, and agronomic packages, In addition to capacity building on best practices, training further entails collaboration and partnerships with sugar industry stakeholders on technologies, innovations and management practices along the sugar value chain.

The vision of KESRETI is a vibrant and transformative sugar research and training institute".

The mission is "to develop and disseminate knowledge, technologies, innovations and management practices along the sugar value chain"

KESRETI invites designers to participate in a competition to redefine its visual identity. The purpose of this competition is to obtain a unique, professional, and memorable logo that will serve as the primary visual identifier, brand recognition and recognizable symbol that stakeholders (farmers, millers, other stakeholders and general publics) can easily identify and associate with sugar research and training. The logo should reflect professionalism and inspire stakeholder confidence in KESRETI's capacity to deliver on its mandate.

#### **Number of Entries**

Each participant may submit up to THREE (3) different logo concepts

Each concept must be distinctly different and presented separately

Submitting fewer than three entries is acceptable

If submitting multiple concepts, clearly label each as "**ORIGINAL**", "**ALTERNATIVE 1**" and "**ALTERNATIVE 2**"

Each entry must be accompanied by its own concept note

#### **Originality and Authenticity**

All submissions must be 100% original work created specifically for this competition Designs must NOT have been published, displayed, or submitted in any other competition or for any

other purpose before this competition

Participants must not use or adapt existing logos, clipart, stock images, or templates

Use of AI-generated graphics is permitted ONLY if substantially edited, refined, and transformed by

the participant to create original work  
Plagiarism or copyright infringement will result in immediate disqualification.

### **Design Ownership**

By submitting an entry, participants confirm they are the rightful creators/owners of the design

Participants must have full legal rights to all elements used in the design (fonts, graphics, illustrations)

**If working in a team, all team members must consent to the submission**

### **Confidentiality**

Participants must keep their submissions confidential until the best three winners are declared.

Participants must not publish, share, or display their submissions on social media, websites, or any public platform before the announcement

## **2. Technical Restrictions**

The following elements are PROHIBITED in your logo design:

Photographs: No photographic images or photo-realistic renderings

Stock Images: No clipart, stock graphics, or pre-made templates

AI-Generated Graphics Without Editing: Raw, unmodified AI-generated images

Complex Gradients: Avoid gradients with more than 3 color transitions (subtle 2-color gradients acceptable)

3D Effects: No 3D rendering, extrusions, or dimensional effects (flat design preferred)

Drop Shadows: Avoid heavy drop shadows (subtle shadows acceptable if essential)

Multiple Fonts: Maximum 2 font families in the logo

More Than 4 Colors: Including emerald green, maximum 4 colors total

National Symbols Without Permission:

Coat of Arms of Kenya

National Flag (unless approved)

Presidential or government seals

Copyrighted or Trademarked Elements: Any content owned by others

Offensive Imagery: Culturally insensitive, political, religious, or offensive content

Overused Symbols: Avoid clichéd imagery (e.g., generic globes, handshakes, lightbulbs)

The logo must be clear, distinctive, and easily recognizable across all School materials, platforms, and the website.

4. The design must incorporate the Institutes 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 Institute 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.

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 should not 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 KESRETI.
22. Upon the successful Tenderers furnishing the transfer of all copyrights, intellectual property rights and patents relating to their designs, KESRETI will promptly notify each unsuccessful Tenderer s.
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 Institute.
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 KESRETI.

25. KESRETI reserves the exclusive right to modify the winning logos for use as its Logo going forward.

26. KESRETI 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 KESRETI.

#### NOTE

28. The tenderer shall indemnify Kenya Sugar Research and Training Institute 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. KESRETI 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 KESRETI, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

31. KESRETI's 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 200,000
2. Second position – Kshs 100,000
3. Third position – Kshs 50,000

#### **CONDITIONS**

1. The Logo Design must be original and should not infringe on rights of any third party.

2. Tenderer shall indemnify KESRETI against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the services. KESRETI 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 KESRETI.

4. The logo must not contain inappropriate content.

5. In instances where two or three 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.

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 Institute reserves the right to reject it even after it is selected as the winning design

i) TENDERER'S ELIGIBILITY - CONFIDENTIAL BUSINESS QUESTIONNAIRE

Instruction to Tenderer

Tender is instructed to complete the particulars required in this Form, *one form for each entity if Tender is a JV*. Tenderer is further reminded that it is an offence to give false information on this Form.

a) Tenderer's details

ITEM	DESCRIPTION
1	Name of the Procuring Entity
2	Reference Number of the Tender
3	Date and Time of Tender Opening
4	Name of the Tenderer
5	Full Address and Contact Details of the Tenderer. 1. Country 2. City 3. Location 4. Building 5. Floor 6. Postal Address 7. Name and email of contact person.
6	Current Trade License Registration Number and Expiring date
7	Name, country and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of Registering Body/Agency
8	Description of Nature of Business
9	Maximum value of business which the Tenderer handles.
10	State if Tenders Company is listed in stock exchange, give name and full address ( <i>postal and physical addresses, email, and telephone number</i> ) of state which stock exchange

General and Specific Details

b) Sole Proprietor, provide the following details.

Name in full \_\_\_\_\_ Age \_\_\_\_\_

c) Partnership, provide the following details.

	Names of Partners	Nationality	Citizenship	% Shares owned
1				
2				
3				

d) Registered Company, provide the following details.

i) Private or public Company \_\_\_\_\_

ii) State the nominal and issued capital of the Company-  
Nominal Kenya Shillings (Equivalent)

.....

Issued Kenya Shillings (Equivalent)

.....

iii) Give details of Directors as follows.

	Names of Director	Nationality	Citizenship	% Shares owned
1				
2				
3				

ii) SELF-DECLARATION FORMS

FORM SD1

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

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

1. THAT I am the Company Secretary/ 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 herein above is true to the best of my knowledge,  
information and belief.

(Title.....

(Signature).....

(Date).....

Bidder Official Stamp

FORM SD2

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:-

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 corrosive practice with other bidders participating in the subject tender
5. THAT what is deponed to here in above is true to the best of my knowledge information and belief.

.....

..... (Title)

(Signature)

(Date)

Bidder's Official Stamp

SECTION V: STANDARD FORMS

DESIGN SUBMISSION FORM

LOGO DESIGN FOR KENYA SUGAR RESEARCH AND TRAINING  
INSTITUTE

NAME.....

Email address.....

Telephone No.....

Address.....

Logo Competition.....

.....

.....

.....

Signed.....

Name.....

National Identity No.....

Date.....

**DECLARATION FORM**

**DECLARATION THAT THE SUBMITTED DESIGN SHALL BELONG TO AND REMAIN THE PROPERTY OF KENYA SUGAR RESEARCH AND TRAINING INSTITUTE**

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]

Dear 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 KESRETI and within the times specified in the Tender documents.

We agree to abide by this Tender for the Tender validity period specified in **Clause 2.9 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 2.1 of the Tender documents.

Date: .....

Name: .....

Signature:.....

Duly authorized to sign Tender for and on behalf of

.....

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

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

**To:**

**WHEREAS** ..... (Hereinafter called the Tenderer)

has submitted its Tender dated .....for 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.

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**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

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 of .....20.....in the matter of Tender  
No.....of.....20...

**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

## **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 KESRETI 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.

### **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 the 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 its 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

## SPECIAL CONDITIONS OF CONTRACT

### SECTION VII - 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
	<b>Payment/Award Criteria:</b> 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 200,000 2. Second position – Kshs 100,000 3. Third position – Kshs 50,000
	Specify resolution of disputes: Arbitration by the Nairobi Centre for International Arbitration
	Specify applicable law. Laws of Kenya
	Notices shall be addressed and delivered to: Ag.Managing Director Kenya Sugar Research and Training Institute P.O Box 44-40100,Kisumu Email: director@kesreti.org

**1. BENEFICIAL OWNERSHIP DISCLOSURE FORM**  
**(Amended and issued pursuant to PPRA CIRCULAR No. 02/2022)**

Tender Reference No.: \_\_\_\_\_

\_\_\_\_\_ [insert identification no] Name of the

Tender Title/Description: \_\_\_\_\_ [insert name of  
the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to the requirement in your notification of award dated \_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: \_\_\_ [select one option as applicable and delete the options that are not applicable]

I) We here by provide the following beneficial ownership information.

***Details of beneficial ownership***

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
1.	Full Name	Directly----- ----- % of shares	Directly..... .....% of voting rights	1. Having the right to appoint a majority of the board of the directors or an equivalent governing body of the Tenderer: Yes -----No----  2. Is this right held directly or indirectly?:  Direct..... .....  Indirect..... .....	1. Exercises significant influence or control over the Company body of the Company (tenderer)  Yes -----No-- --  2. Is this influence or control exercised directly or indirectly?  Direct..... .....  Indirect..... .....
	National identity card number or Passport number				
	Personal Identification Number (where applicable)	Indirectly---- ----- % of shares	Indirectly----- % of voting rights		
	Nationality				
	Date of birth [dd/mm/yyyy]				
	Postal address				
	Residential address				
	Telephone number				
	Email address				
Occupation or profession					
2.	Full Name	Directly----- ----- %	Directly..... .....% of voting	1. Having the right to appoint a majority of the	1. Exercises significant
National identity					

Details of all Beneficial Owners		% of shares a person holds in the company Directly or indirectly	% of voting rights a person holds in the company	Whether a person directly or indirectly holds a right to appoint or remove a member of the board of directors of the company or an equivalent governing body of the Tenderer (Yes / No)	Whether a person directly or indirectly exercises significant influence or control over the Company (tenderer) (Yes / No)
card number or Passport number		of shares	rights	board of the directors or an equivalent governing body of the Tenderer: Yes -----No----	influence or control over the Company body of the Company (tenderer) Yes -----No--
Personal Identification Number (where applicable)		Indirectly---- ----- % of shares	Indirectly----- % of voting rights	2. Is this right held directly or indirectly?:	2. Is this influence or control exercised directly or indirectly?
Nationality(ies)				Direct..... .....	Direct..... .....
Date of birth [dd/mm/yyyy]				Indirect..... .....	Indirect..... .....
Postal address					
Residential address					
Telephone number					
Email address					
Occupation or profession					
3.					
e.t					
.c					

II) Am fully aware that beneficial ownership information above shall be reported to the Public Procurement Regulatory Authority together with other details in relation to contract awards and shall be maintained in the Government Portal, published and made publicly available pursuant to Regulation 13(5) of the Companies (Beneficial Ownership Information) Regulations, 2020.(Notwithstanding this paragraph Personally Identifiable Information in line with the Data Protection Act shall not be published or made public). *Note that Personally Identifiable Information (PII) is defined as any information that can be used to distinguish one person from another and can be used to deanonymize previously anonymous data. This information includes National identity card number or Passport number, Personal Identification Number, Date of birth, Residential address, email address and Telephone number.*

III) In determining who meets the threshold of who a beneficial owner is, the Tenderer must consider a natural person who in relation to the company:

- (a) holds at least ten percent of the issued shares in the company either directly or indirectly;

- (b) exercises at least ten percent of the voting rights in the company either directly or indirectly;
- (c) holds a right, directly or indirectly, to appoint or remove a director of the company; or
- (d) exercises significant influence or control, directly or indirectly, over the company.

IV) What is stated to herein above is true to the best of my knowledge, information and belief.

*Name of the Tenderer: .....\*[insert complete name of the Tenderer]\_\_\_\_\_*

*Name of the person duly authorized to sign the Tender on behalf of the Tenderer: \*\* [insert complete name of person duly authorized to sign the Tender]*

*Designation of the person signing the Tender: ..... [insert complete title of the person signing the Tender]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date this ..... [insert date of signing] day of..... [Insert month], [insert year]*

**Bidder Official Stamp**

Request for Proposal Reference No.: \_\_\_\_\_

\_\_\_\_\_ [insert identification no] Name of the

Assignment: \_\_\_\_\_ [insert name of

the assignment] to: \_\_\_\_\_ [insert complete name of Procuring Entity]

In response to your notification of award dated \_\_\_\_\_ [insert date of notification of award] to furnish additional information on beneficial ownership: [select one option as applicable and delete the options that are not applicable]

V) We here by provide the following beneficial ownership information.

***Details of beneficial ownership***

<b>Identity of Beneficial Owner</b>	<b>Directly or indirectly holding 25% or more of the shares (Yes / No)</b>	<b>Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)</b>	<b>Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Consultant (Yes / No)</b>
<i>[include full name (last, middle, first), nationality, country of residence]</i>			

OR

ii) *We declare that there is no Beneficial Owner meeting one or more of the following conditions: directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights. Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant.*

OR

iii) *We declare that we are unable to identify any Beneficial Owner meeting one or more of the following conditions. [If this option is selected, the Consultant shall provide explanation on why it is unable to identify any Beneficial Owner]*

*Directly or indirectly holding 25% or more of the shares. Directly or indirectly holding 25% or more of the voting rights.*

*Directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the Consultant]"*

*Name of the Consultant: .....\*[insert complete name of the Consultant]*

*Name of the person duly authorized to sign the Proposal on behalf of the Consultant: \*\* [insert complete name of person duly authorized to sign the Proposal]*

*Title of the person signing the Proposal: ..... [insert complete title of the person signing the Proposal]*

*Signature of the person named above: ..... [insert signature of person whose name and capacity are shown above]*

*Date signed ..... [insert date of signing] day of..... [Insert month], [insert year]*

