



RESTRICTED TENDER

FOR

**SUPPLY AND DELIVERY OF BALLOT PAPERS, REGISTER OF VOTERS, STATUTORY ELECTION RESULT
DECLARATION FORM TO BE USED AT THE POLLING STATION AND STATUTORY ELECTION RESULT
DECLARATION FORM TO BE USED AT THE CONSTITUENCY TALLYING CENTRE DURING THE
GANDA, ABAKAILE, LOIYANGALANI AND MUTONGUNI COUNTY ASSEMBLY WARDS
BY-ELECTIONS**

TENDER NO. IEBC/RT/01/2019-2020

(JULY 2019)

SECTION I: INVITATION TO TENDER DATE:

25th JULY, 2019

TENDER REF NO: TENDER NO. IEBC/RT/01/2019-2020

1.1 TENDER NOTICE:

SUPPLY AND DELIVERY OF BALLOT PAPERS, REGISTER OF VOTERS, STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE POLLING STATION AND STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE CONSTITUENCY TALLYING CENTRE DURING THE GANDA, ABAKAILE, LOIYANGALANI AND MUTONGUNI COUNTY ASSEMBLY WARDS BY-ELECTIONS

- 1.2 The Independent Electoral and Boundaries Commission (IEBC)** invites bids from eligible tenderers for supply and delivery of Ballot Papers, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections.
- 1.3** Interested eligible tenderers may obtain further information, inspect the tender documents, and collect the samples of ballot papers, register of voters and statutory forms at IEBC Supply Chain Office; Anniversary Towers, Fifth Floor, room 519, during normal working hours, **Monday to Friday, 8.00a.m. – 1.00p.m; and 2.00p.m. -4.30p.m.**
- 1.4** A complete set of tender documents may be downloaded by interested tenderers free of charge from the Commission's website at www.iebc.or.ke. Completed tender documents, all samples, should be enclosed in plain sealed envelopes, marked with tender reference number, and addressed to:

**The Ag. Chief Executive Officer/Commission Secretary
Independent Electoral and Boundaries Commission (IEBC),
Anniversary Towers, University Way, Fifth Floor
P O Box 45371-00100, Nairobi**

Or be deposited in the Tender Box at the 5th Floor reception, Anniversary Towers, so as to be received on or before **7th August, 2019, at 11.00a.m. East African Time.** Tenderers who download the tender documents through the website are advised to registers at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date; to allow records and communication for any tender clarifications and addenda. Samples delivered after the closing date will be rejected.

- 1.5** Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings and shall remain valid for 120 days from the closing date of the tender.
- 1.6** All bids must be accompanied by a bid security of Kenya Shillings One Hundred Thousand (KES 100,000) from a reputable financial institution, Insurance Company or a banker's cheque payable to the Independent Electoral and Boundaries Commission, and must be valid for **120 days** after bid submission deadline.
- 1.7** The closing date for the tenders is **7th August, 2019, at 11.00a.m. East African Time.** Tenders will be opened immediately thereafter, at the, **21st floor Conference Room, Anniversary Towers, University Way, Nairobi** in the presence of the Candidates or their representatives who choose to attend.

Ag. COMMISSION SECRETARY/CEO

SECTION II - INSTRUCTIONSTOTENDERERS

2.1 Eligible Tenderers

- 2.1.1 This Invitation to Tender is restricted to tenderers eligible as described in the Invitation to Tender. Successful tenderers shall complete the supply of goods by the intended completion date specified in the Schedule of Requirements Section VI.
- 2.1.2 The Commission 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 have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Commission to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods under this Invitation for tenders.
- 2.1.4 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices.

2.2 Eligible Goods

- 2.2.1 All goods to be supplied under the contract shall have their origin in eligible source countries.
- 2.2.2 For purposes of this clause, “origin” means the place where the goods are mined, grown, or produced. Goods are produced when, through manufacturing, processing, or substantial and major assembly of components, a commercially-recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 2.2.3 The origin of goods is distinct from the nationality of the tenderer.

2.3 Cost of Tendering

- 2.3.1 The Tenderer shall bear all costs associated with the preparation and submission of its tender, and the Commission, will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.
- 2.3.2 The price to be charged for the tender document shall not exceed Kshs.1,000/=
- 2.3.3 All firms found capable of performing the contract satisfactorily in accordance with the set prequalification criteria shall be prequalified.

2.4 The Tender Document

- 2.4.1 The tender document comprises the documents listed below and addenda issued in accordance with clause 2.6 of these instructions to Tenderer
 - i. Invitation to Tender
 - ii. Instructions totenderers
 - iii. General Conditions of Contract
 - iv. Special Conditions of Contract
 - v. Schedule of requirements
 - vi. Technical Specifications
 - vii. Tender Form and Price Schedules
 - viii. Tender Security Form
 - ix. Contract Form
 - x. Performance Security Form

- xi. Bank Guarantee for Advance Payment Form
- xii. Confidential Business Questionnaire

2.4.2 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.

2.5 Clarification of Documents

2.5.1 A prospective tenderer requiring any clarification of the tender document may notify the Commission in writing or by post at the entity's address indicated in the Invitation to Tender. The Commission will respond in writing to any request for clarification of the tender documents, which it receives not later than seven (7) days prior to the deadline for the submission of tenders, prescribed by the Commission. 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 that have received the tender document.

2.5.2 The Commission 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.

2.6 Amendment of Documents

2.6.1 At any time prior to the deadline for submission of tenders, the Commission, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, may modify the tender documents by amendment.

2.6.2 All prospective candidates that have received the tender documents will be notified of the amendment in writing or by post and will be binding on them.

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

2.7 Language of Tender

2.7.1 The tender prepared by the tenderer, as well as all correspondence and documents relating to the tender exchange by the tenderer and the Commission, shall be written in English language, provided that 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.

2.8 Documents Comprising of Tender

2.8.1 The tender prepared by the tenderers shall comprise the following components:

- a) A Tender Form and a Price Schedule completed in accordance with paragraph 2.9, 2.10 and 2.11 below
- b) Documentary evidence established in accordance with paragraph 2.1 that the tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;
- c) Documentary evidence established in accordance with paragraph 2.2 that the goods and ancillary services to be supplied by the tenderer are eligible goods and services and conform to the tender documents; and
- d) Tender security furnished in accordance with paragraph 2.14

2.9 Tender Forms

2.9.1 The tenderer shall complete the Tender Form and the appropriate Price Schedule furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity, and prices.

2.10 Tender Prices

2.10.1 The tenderer shall indicate on the appropriate Price Schedule the unit prices and total tender price of the goods it proposes to supply under the contract

2.10.2 Prices indicated on the Price Schedule shall include all costs including taxes, insurances and delivery to the premises of the entity

2.10.3 Prices quoted by the tenderer shall be fixed during the Tender's performance of the contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and will be rejected, pursuant to paragraph 2.22

2.10.4 The validity period of the tender shall be 120 days from the date of opening of the tender.

2.11 Tender Currencies

2.11.1 Prices shall be quoted in Kenya Shillings unless otherwise specified in the Appendix to Instructions to Tenderers.

2.12 Tenderers Eligibility and Qualifications

2.12.1 Pursuant to paragraph 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.

2.12.2 The documentary evidence of the tenderers eligibility to tender shall establish to the Commission's satisfaction that the tenderer, at the time of submission of its tender, is from an eligible source country as defined under paragraph 2.1

2.12.3 The documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Commission's satisfaction;

- a) That, in the case of a tenderer offering to supply goods under the contract which the tenderer did not manufacture or otherwise produce, the tenderer has been duly authorized by the goods' Manufacturer or producer to supply the goods.
- b) That the tenderer has the financial, technical, and production capability necessary to perform the contract;
- c) That, in the case of a tenderer not doing business within Kenya, the tenderer is or will be (if awarded the contract) represented by an Agent in Kenya equipped, and able to carry out the Tenderer's maintenance, repair, and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications.

2.13 Goods Eligibility and Conformity to Tender Documents

2.13.1 Pursuant to paragraph 2.2 of this section, the tenderer shall furnish, as part of its tender documents establishing the eligibility and conformity to the tender documents of all goods which the tenderer proposes to supply under the contract

2.13.2 The documentary evidence of the eligibility of the goods shall consist of a statement in the Price Schedule of the country of origin of the goods and services offered which shall be confirmed by a certificate of origin issued at the time of shipment.

2.13.3 The documentary evidence of conformity of the goods to the tender documents may be in the form of literature, drawings, and data, and shall consist of:

- a) A detailed description of the essential technical and performance characteristic of the goods;
- b) A list giving full particulars, including available source and current prices of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two (2) years, following commencement of the use of the goods by the commission; and
- c) A clause-by-clause commentary on the commission's technical specifications demonstrating substantial responsiveness of the goods and service to those specifications, or a statement of deviations and exceptions to the provisions of the technical specifications.

2.13.4 For purposes of the documentary evidence to be furnished pursuant to paragraph 2.13.3(c) above, the tenderer shall note that standards for workmanship, material, and equipment, as well as references to brand names or catalogue numbers designated by the Procurement entity in its Technical Specifications, are intended to be descriptive only and not restrictive. The tenderer may substitute alternative standards, brand names, and/or catalogue numbers in its tender, provided that it demonstrates to the Procurement entity's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

2.14 Tender Security

2.14.1 The tenderer shall furnish, as part of its tender, a tender security for the amount specified in the Appendix to Invitation to Tenderers.

2.14.2 The tender security shall be in the amount of Kenya Shillings One Hundred Thousand (KES.100,000).

2.14.3 The tender security is required to protect the Commission against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to paragraph 2.14.7

2.14.4 The tender security shall be denominated in Kenya Shillings or in another freely convertible currency, and shall be in the form of a bank guarantee or a bank draft issued by a reputable bank located in Kenya or abroad, or a guarantee issued by a reputable insurance company in the form provided in the tender documents or another form acceptable to the Commission and valid for thirty (30) days beyond the validity of the tender.

2.14.5 Any tender not secured in accordance with paragraph 2.14.1 and 2.14.3 will be rejected by the Commission as non-responsive, pursuant to paragraph 2.22.

2.14.6 Unsuccessful Tenderer's tender security will be discharged or returned as promptly as possible as but not later than thirty (30) days after the expiration of the period of tender validity prescribed by the Commission.

2.14.7 The successful Tenderer's tender security will be discharged upon the tenderer signing the contract, pursuant to paragraph 2.27 and furnishing the performance security, pursuant to paragraph 2.28

2.14.8 The tender security may be forfeited:

- a) If a tenderer withdraws its tender during the period of tender validity specified by the Commission on the Tender Form; or
- b) In the case of a successful tenderer, if the tenderer fails:

- c) To sign the contract in accordance with paragraph 2.27 or
- d) To furnish performance security in accordance with paragraph 2.28

2.15 Validity of Tenders

- 2.15.1 Tenders shall remain valid for 120 days or as specified in the Invitation to Tender after the date of tender opening prescribed by the Commission, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Commission as non-responsive.
- 2.15.2 In exceptional circumstances, the Commission 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. The tender security provided under paragraph 2.14 shall also be suitably extended. A tenderer may refuse the request without forfeiting its tender security. A tenderer granting the request will not be required nor permitted to modify its tender.

2.16 Format and Signing of Tender

- 2.16.1 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.
- 2.16.2 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 latter authorization shall be indicated by written power-of-attorney accompanying the tender. All pages of the tender, except for un-amended printed literature, shall be initialed by the person or persons signing the tender.
- 2.16.3 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.

2.17 Sealing and Marking of Tenders

- 2.17.1 The Tenderer shall seal the original and each 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.
- 2.17.2 The inner and outer envelopes shall:
 - a) Be addressed to the Commission at the address given in the Invitation to Tender:
 - b) Bear, tender number and name in the Invitation for Tenders and the words, "DO NOT OPEN BEFORE," **7th August, 2019 at 11.00a.m. East African Time.**
- 2.17.3 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".
- 2.17.4 If the outer envelope is not sealed and marked as required by paragraph 2.17.2, the Commission will assume no responsibility for the tender's misplacement or premature opening.

2.18 Deadline for Submission of Tenders

- 2.18.1 Tenders must be received by the Commission at the address specified under paragraph 2.17.2 no later than **7th August, 2019 at 11.00a.m. East African Time.**

2.18.2 The Commission may, at its discretion, extend the deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Commission and candidates previously subject to the deadline will therefore be subject to the deadline as extended

2.19 Modification and Withdrawal of Tenders

2.19.1 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 tenders, is received by the Commission prior to the deadline prescribed for submission of tenders.

2.19.2 The Tenderer's modification or withdrawal notice shall be prepared, sealed, marked, and dispatched in accordance with the provisions of paragraph 2.17. A withdrawal notice may also be sent by cable, telex but followed by a signed confirmation copy, postmarked not later than the deadline for submission of tenders.

2.19.3 No tender may be modified after the deadline for submission of tenders.

2.19.4 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. Withdrawal of a tender during this interval may result in the Tenderer's forfeiture of its tender security, pursuant to paragraph 2.14.7

2.19.5 The Commission may at any time terminate procurement proceedings before contract award and shall not be liable to any person for the termination.

2.19.6 The Commission 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.

2.20 Opening of Tenders

2.20.1 The Commission will open all tenders on **7th August, 2019 at 11.00a.m. East African Time.**

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

2.20.3 The Commission will prepare minutes of the tender opening.

2.21 Clarification of Tenders

2.21.1 To assist in the examination, evaluation and comparison of tenders the Commission 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 of the tender shall be sought, offered, or permitted.

2.21.2 Any effort by the tenderer to influence the Commission in its tender evaluation, tender comparison or contract award decisions may result in the rejection of the tenderers' tender.

2.22 Preliminary Examination

2.22.1 The Commission will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order.

2.22.2 Arithmetical errors will be rectified on the following basis and conditions:

- a) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantify, the unit price shall prevail, and the total price shall be corrected.
- b) If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited.
- c) If there is a discrepancy between words and figures the amount in words will prevail

2.22.3 The Commission may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such waiver does not prejudice or effect the relative ranking of any tenderer.

2.22.4 Prior to the detailed evaluation, pursuant to paragraph 2.23 the Commission 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 Commission's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

2.22.5 If a tender is not substantially responsive, it will be rejected by the Commission and may not subsequently be made responsive by the tenderer by correction of the non-conformity.

2.23 Conversion to Single Currency

2.23.1 Where other currencies are used, the Commission will convert these currencies to Kenya Shillings using the selling exchange rate on the date of tender closing provided by the Central Bank of Kenya.

2.24 Evaluation and Comparison of Tenders

2.24.1 The Commission will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to paragraph 2.22

2.24.2 The tender evaluation committee shall evaluate the tender within 30 days of the validity period from the date of opening the tender.

2.24.3 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.

2.25 Preference

2.25.1 Preference where allowed in the evaluation of tenders shall not exceed 15%

2.26 Contacting the Commission

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Commission on any matter related to its tender, from the time of the tender opening to the time the contract is awarded.

2.26.2 Any effort by a tenderer to influence the Commission in its decisions on tender, evaluation, tender comparison, or contract award may result in the rejection of the Tenderer's tender.

2.27 Award of Contract

a) Post-qualification

- 2.27.1 In the absence of pre-qualification, the Commission will determine to its satisfaction whether the tenderer that is selected as having submitted the lowest evaluated responsive tender is qualified to perform the contract satisfactorily.
- 2.27.2 The determination will take into account the tenderer financial, technical, and production capabilities. It will be based upon an examination of the documentary evidence of the tenderers qualifications submitted by the tenderer, pursuant to paragraph 2.12.3 as well as such other information as the Commission deems necessary and appropriate.
- 2.27.3 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 Commission will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

b) Award Criteria

The Commission will award the contract to the successful tenderer(s) whose tender has been determined to be substantially responsive and has been determined to be the lowest evaluated tender, provided further that the tenderer is determined to be qualified to perform the contract satisfactorily.

c) Commission's Right to Vary quantities

The Commission reserves the right at the time of contract award to increase or decrease the quantity of goods originally specified in the Schedule of requirements without any change in unit price or other terms and conditions

d) Commission's Right to Accept or Reject Any or All Tenders

The Commission 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 Commission's action

2.28 Notification of Award

- 2.28.1 Prior to the expiration of the period of tender validity, the Commission will notify the successful tenderer in writing that its tender has been accepted.
- 2.28.2 The notification of award will constitute the formation of the Contract subject to the signing of the contract between the tenderer and the Commission pursuant to clause 2.29
- 2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Commission will promptly notify each unsuccessful Tenderer and will discharge its tender security, pursuant to paragraph 2.14

2.29 Signing of Contract

- 2.29.1 At the same time as the Commission notifies the successful tenderer that its tender has been accepted, the Commission will send the tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.
- 2.29.2 The parties to the contract shall have it signed within 30 days from the date of notification of contract award unless there is an administrative review request.

2.29.3 Within thirty (30) days of receipt of the Contract Form, the successful tenderer shall sign and date the contract and return it to the Commission.

2.30 Performance Security

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Commission, the successful tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents, or in another form acceptable to the Commission.

2.30.2 Failure of the successful tenderer to comply with the requirements of paragraph 2.27 or paragraph 2.28 shall constitute sufficient grounds for the annulment of the award and forfeiture of the tender security, in which event the Commission may make the award to the next lowest evaluated Candidate or call for new tenders.

2.31 Corrupt or Fraudulent Practices

2.31.1 The Commission requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts when used in the present regulations, the following terms are defined as follows;

- a) “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- b) “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the commission, and includes collusive practice among tenderer (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the commission of the benefits of free and open competition;

2.31.2 The Commission 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.

2.31.3 Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating in public procurement in Kenya.

Notes on the Appendix to the Instruction to Tenderers

1. The Appendix to instructions to tenderers is intended to assist the Commission in providing specific information in relation to the corresponding clause in the instructions to Tenderers included in Section II and has to be prepared for each specific procurement.
2. The Commission should specify in the appendix information and requirements specific to the circumstances of the Commission, the goods to be procured and the tender evaluation criteria that will apply to the tenders.
3. In preparing the Appendix the following aspects should be taken into consideration;
 - a. The information that specifies and complements provisions of Section II to be incorporated
 - b. Amendments and/or supplements if any, to provisions of Section II as necessitated by the circumstances of the goods to be procured to be also incorporated
4. Section II should remain unchanged and can only be amended through the Appendix.
5. Clauses to be included in this part must be consistent with the public procurement law and the regulations.

Appendix to Instructions to Tenderers

The following information regarding the particulars of the tender shall complement supplement or amend the provisions of the instructions to tenderers. Wherever there is a conflict between the provision 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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open to all tenderers with ISO 9001 and ISO 27001 (ISM) certified or equivalent.
2.1.4	Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices
2.3.2	A complete set of tender documents may be downloaded by interested tenderers free of charge from the Commission's website at www.iebc.or.ke . Tenderers who download the tender documents through the websites are advised to register at the Supply Chain Offices or email their contacts through info@iebc.or.ke before the closing date. The Supply Chain Office is at Anniversary Towers, Fifth Floor, room 519.
2.10.4	The validity period of the tender shall be 120 days from the date of opening of the tender.
2.10.14	Tender validity period shall be 120 day from the date of the tender opening (2.15.1)
2.11.1	Prices shall be quoted in easily convertible currencies to Kenya Shillings.
2.12	<p>The Documentary evidence of the tenderers qualifications to perform the contract if its tender is accepted shall be established to the Commission's satisfaction;</p> <ol style="list-style-type: none"> 1 ISO 9001 and ISO 27001 (ISM) certificates 2 Experience in security printing for at least five (5) years. 3 Experience in printing, packaging and delivery of ballot papers or security certificates for at least five (5) years. 4 Audited accounts for the latest three consecutive financial years 5 Inspection and acceptance certificates for at least 5 contracts of ballot paper or security certificates printing. 6 Registered offices and evidence of business premises. 7 Evidence of ownership of plant, security printing machines and any other relevant equipment; provide ownership documents or leases. 8 A valid Tax compliance certificate or proof that the authority of that the country of origin does not pay tax

	<p>9 Evidence that tenderer has the legal capacity to enter into a contract for the procurement;</p> <p>10 Evidence that the tenderer is not insolvent, in receivership, bankrupt or in the process of being wound up and is not the subject of legal proceedings relating to the foregoing;</p> <p>11 The person is not debarred from participating in procurement proceedings</p>
2.12.3	The Commission shall deal with security printers directly not appointed agents or dealers
2.13.3(a)	Tenderers must submit samples of ballot paper booklet as per the price schedule, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections
2.13.4	The Ballot Papers, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections shall meet the requirement as specified in the tender document.
2.16.2	The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by the tenderer. All pages of the tender, except for unamended printed literature, shall be initialed by the person or persons signing the tender.
2.17.1	The bidders MUST submit a TECHNICAL and FINANCIAL bid each with one Original tender and one copy of the tender. Financial bids will be opened at a later date after technical evaluation, for only technically responsive bidders.
2.18.1	The day, date and time of closing the tender will be 7th August, 2019, at 11:00a.m. East African Time . Bulky tenders and samples which will not fit in the tender box shall be delivered to the Procurement Office Room, 519, 5 th Floor Anniversary Towers.
2.20	Tender will be opened 7th August, 2019, at 11:00a.m. East African Time .
2.21	<p>The request for clarification and the response shall be in writing through the:-</p> <p>The Ag. Chief Executive Officer/ Commission Secretary Independent Electoral and Boundaries Commission (IEBC) P. O. Box 45371-00100, Nairobi, Tel; 254-20-2796000 www.iebc.or.ke, Email: info@iebc.or.ke</p>

2.24 Evaluation and Comparison of Tenders

A. Preliminary Evaluation

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
Responsive	Requirements	Responsive or Not Responsive
MR 1	ISO 9001and ISO 27001 (ISM) certified or equivalent	
MR 2	Tender security Valid for 120 days from the date of tender closing (Should be included in the Technical Bid envelope)	
MR 3	Must Submit a copy of certified Registration/Certificate with proof of 5 years of existence	
MR 4	Must Submit a copy of Valid Tax Compliance certificate or a letter from the Tax Authority from the Country of origin for tax exemption.	
MR 5	Must submit a dully filled up Confidential Business Questionnaire and stamped and signed form of tender in format provided	
MR 6	Audited accounts for the latest three consecutive years (2016, 2017 & 2018, signed by external auditors and should be included in the Technical Bid envelope).	
MR 7	Five References as proof for experience in the security printing (evidence of certified contracts, purchase orders and letters from referees on successful completion of the contracts)	
MR 8	Tenderers must submit samples of ballot paper booklet, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections for all the sizes as per the price schedule	
MR 9	Evidence of ownership of plant, security printing machines and any other relevant equipment; provide ownership documents or leases.	
MR10	Submitted documents must be sequentially serialized (paginated) and initialed in all printedpages	
MR 11	Submit CVs of 5 employees with technical training in the printing field	
<p>At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Eleven (11) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.</p>		

1. Technical Evaluation

The technical evaluation will be conducted in two stages. **Step 1: Sample analysis**

Step 2: Technical scoring

STEP 1. TECHNICAL MANDATORY REQUIREMENTS OF THE SAMPLE SUBMITTED (SAMPLE ANALYSIS)

Bidders are required to provide evidence of having the necessary technical capability to successfully deliver the ballot papers and election result declaration forms. The samples submitted must comply with all the technical mandatory requirements. Only bidders who meet ALL the requirements in sample analysis will proceed to technical scoring.

Item name: IEBC BALLOT PAPERS

Applicable Standard: IEBC 03:2017 – Ballot Paper — Specification

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
1.	4.2.2	print	The format, colour and content of the prints on the ballot papers shall be as specified clause 4.2.2.	Sample submitted	
2.	4.2.4	Ballot paper Colour	When examined visually, the background portion of both the back and front of the Member of County Assembly elections ballot papers shall match colour codes specified in Clause 4.1 respectively.	Sample submitted	
3.	4.2.4.1	Colour and size of photographs of the candidates	The colour and the size of the candidates photograph on the ballot paper shall be as specified in clause 4.2.4.1	Sample submitted	
4.	4.2.5	Security Features	The Security features of the ballot papers shall be as specified in clause 4.2.5	Sample submitted	
5.	4.2.5.6	Tapered Serialization	The ballot paper shall have tapered serialization as specified in clause 4.2.5.6	Sample submitted	
6.	4.2.6	Perforations	The perforation of the ballot papers shall be as specified in clause 4.2.6	Sample submitted	
7.	4.3	Dimension	Dimensions of the ballot paper shall be as specified in clause 4.3	Sample submitted	
8.	4.8	Paper requirements	The paper requirement for ballot paper shall be as specified in clause 4.8	Sample submitted	
9.	5.1	Packaging	The ballot papers shall be packaged as specified in clause 5.1	Sample	

Item name: STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT CONSTITUENCY TALLYING CENTRE

Applicable Standard: IEBC 20 1:2017 – Statutory Election Result declaration Form to be used at the Constituency Tallying Centre — Specification

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
1.	4.1	Colour	The colour of Statutory Election Result Declaration Form to be used Statutory Election Result Declaration form to be used at the Constituency Tallying Centre shall be as specified in clause 4.1	Sample submitted	
2.	4.2.1	Workmanship and Finish	The surface of the result declaration form at the Constituency Tallying Centre shall be smooth and free from defects such as embedded foreign matter, tears, holes, blemishes and creases when examined visually.	Sample submitted	
3.	4.2.2	Prints	The format, colour and content of the prints on the result declaration forms to be used at Constituency Tallying Centre shall be as specified in clause 4.2.2	Sample submitted	
4.	4.2.3	Security features	Statutory Election Result Declaration form to be used at the Constituency Tallying Centre shall be as specified in clause 4.2.3	Sample submitted	
5.	4.3	Dimension	Shall either be A3 or A4	Sample submitted	
6.	4.6	Paper requirement	The paper requirement for the result declaration form to be used at Constituency Tallying Centre shall as specified in table 1 (clause 4.7.2)	Sample submitted	

Item name: STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE POLLING STATION

Applicable Standard: IEBC 20 2:2017 – STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE POLLING STATION— Specification

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
1.	4.1.1	Workmanship and Finish	The carbonless copy paper used for Statutory Election Result Declaration Form to be used at the Polling Station shall be free from blemishes like wrinkles, waves, tears and cuts, pin holes, crease, crimped corners or sides, fibre bundles, wood splinters, specks and other defects that impair its serviceability. It shall be manufactured by coating necessary to give the required copying qualities. The coating shall be smooth, uniform and free from smudginess.	Sample submitted	
2.	4.1.2	Writing media	The face of the front sheet of the Statutory Election Result Declaration Form to be used at the Polling Station shall accept all commonly used writing material without showing any strike-through or undue signs of feathering or spreading.	Sample submitted	
3.	4.2	Prints	The format, colour and content of the prints on the Statutory Election Result Declaration Form to be used at the Polling Station shall be as specified in clause 4.2	Sample submitted	
4.	4.3	colour	The colour of the Statutory Election Result Declaration Form to be used at the Polling Station shall be as specified in clause 4.3	Sample submitted	
5.	4.4	Manifolding	When tested in accordance with KS 484, the characters written or typed, as applicable shall be reproduced legibly on 5 copies.	Sample submitted	
6.	5	Security Features	The Security features of the result declaration form at the polling station shall be as specified in clause 5	Sample submitted	
7.	6	Binding	There shall be a minimum of six sheets of paper bound together form a set of Statutory Election Result Declaration Form to be used at the Polling Station. This shall exclude the cover page.	Sample submitted	

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
8.	7	Cover page	The cover paper of the Statutory Election Result Declaration Form to be used at the Polling Station booklet shall have a minimum grammage of 90 ±5 % gsm.	Sample submitted	
9.	8	Dimension	Shall be A3 or A4	Sample submitted	
10.	11	Grammage	The paper requirement for the Statutory Election Result Declaration Form to be used at the Polling Station shall as specified in table 1 (clause 11)	Sample submitted	
11.	12.1	Packaging	The packaging of Statutory Election Result Declaration Form to be used at the Polling Station shall be as specified in clause 12.1	Sample submitted	
12.	12.2	Marking	The marking on the booklet cover for Statutory Election Result Declaration Form to be used at the Polling Station shall be as specified in clause 12.2	Sample submitted	

Item name: REGISTER OF VOTERS

Applicable Standard: IEBC 131:2017 – REGISTER OF VOTERS — Specification

S.NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
1.	7	Colour and prints	The front and the back cover of the Register of Voters shall be green of colour code pantone 375 U	Sample submitted	
2.	9	Security features	The security features of the Register of Voters shall be as specified in clause9	Sample submitted	
3.	5	Paper requirement	The paper requirement for the register of voters shall be as specified in table 5	Sample submitted	

STEP 2: TECHNICAL SCORING

S/ No	Evaluation Criteria		Max Score	Score Awarded
1.	Printing Experience and Certification	<p>ISO 9001 and ISO 27001 (ISM) Certification evidence as proof of experience in security printing of ballot papers or Certificates, Registers and Forms. Attach certification covering 2015, 2016, 2017, 2018 and 2019</p> <p>3 marks for each year covered in the certification period; to a maximum of 15 marks.</p>	15	
2.	Business Results	<p>Provide five references with copies of certificates of acceptance or Goods Receipt Notes from clients as evidence of past security printing of ballot papers or Certificates, Registers and Forms</p> <p>4 marks for each reference provided with copies of the documents listed</p>	20	
	b) Business Printing Capacity	<p>Provide evidence of ownership or lease of plant, machinery and other equipment to prove the firm's capacity to print 100,000 ballot papers or Certificates, Registers and Forms within 21 days.</p> <p>5 marks for each document of ownership or lease provided; maximum 20 marks.</p>	20	
	c) Delivery Lead Times	<p>Provide documentary evidence in three (3) scenarios where in an emergency situation, there was preparedness to print, package and deliver ballot papers or Certificates, Registers and Forms within 7 days.</p> <p>5 marks for each proven period below 7 days between purchase order and delivery.</p>	15	
3.	Financial Capacity	<p>a) Profitability Margin: A margin above 10% - 10 marks; 5\geq9 % - 5 marks and 1\geq4% - 3 marks</p>	10	
		<p>b) Liquidity Ratio: Ratios Above 1:1 – 10 marks; Ratios at 1:1 – 5 marks; Ratios at 0.5:1 - 2 marks</p>	10	
4.	Human Resource Capacity	<p>Provide CVs for 5 staff members trained in Printing field</p> <p>2 Marks for each CV with relevant certificates in printing; maximum 5 members of staff</p>	10	
TOTAL MARKS			100	

Note to Award Criteria

- a) Tenderers who score 80% of the total marks and above will be subjected to the financial evaluation. Those who score below 80% will be eliminated at this stage from the entire evaluation process and will not be considered further.**
- b) Tenderers must submit a sample booklet of ballot paper of the by-election for each size as per section VII of the bid document and 12 sheets of each type of election results declaration forms, and register of voters.**
- c) The Tenderer who is successful on the ballot paper will be awarded the supply of Statutory Election Results Declaration Forms to be used at the Polling Station, Constituency Tallying Centre and the Register of voters. The Statutory Election Results Declaration Form to be used at the Constituency Tallying Centre shall comply with IEBC 20_1:2017 , the Statutory Election Result Declaration Form to be used at the Polling Station shall comply with IEBC 20_2_2017 Specifications and Register voters shall comply with IEBC 131_2017.**

B. Financial Evaluation:	
Financial Analysis	Financial analysis shall be based on the comparison of the cumulative total unit price of all ballot paper booklet, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections and a delivery period of ten days and below
2.27.4	The tender will be awarded to the bidder with the lowest total cumulative unit price for all ballot paper booklet, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections. The supply will be for a period of the by-elections only.
2.27.5	The Commission shall order the items “as and when required” basis; when required and is not bound to order all the items.
2.29.1	<p>Performance Security</p> <p>The Performance security of 10% of the contract price shall be provided in any of the following forms only;-</p> <ul style="list-style-type: none"> 2 a bank guarantee (from a local bank in Kenya); 3 such insurance company guarantee as may be approved byPPRA;

SECTION III - GENERAL CONDITIONS OF CONTRACT

2.13 Definitions

2.13.1 In this Contract, the following terms shall be interpreted as indicated:-

- (a) “The Contract” means the agreement entered into between the Commission 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 Goods” means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Commission under the Contract.
- (d) “The Commission” means the organization purchasing the Goods under this Contract.
- (e) “The Tenderer” means the individual or firm supplying the Goods under this Contract.

2.14 Application

2.14.1 These General Conditions shall apply in all Contracts made by the Commission for the procurement installation and commissioning of equipment

2.15 Country of Origin

2.15.1 For purposes of this clause, “Origin” means the place where the Goods were mined, grown or produced.

2.15.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

2.16 Standards

2.16.1 The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications.

2.17 Use of Contract Documents and Information

2.17.1 The tenderer shall not, without the Commission’s prior written consent, disclose the Contract, or any provision therefore, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the Commission in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

2.17.2 The tenderer shall not, without the Commission’s prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

2.17.3 Any document, other than the Contract itself, enumerated in paragraph 3.5.1 shall remain the property of the Commission and shall be returned (all copies) to the Commission on completion of the Tenderer’s performance under the Contract if so required by the Commission

2.18 Patent Rights

2.18.1 The tenderer shall indemnify the Commission against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the Goods or any part thereof in the Commission’s country

2.19 Performance Security

- 2.19.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Commission the performance security in the amount specified in Special Conditions of Contract.
- 2.19.2 The proceeds of the performance security shall be payable to the Commission as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.
- 2.19.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Commission and shall be in the form of a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in Kenya or abroad, acceptable to the Commission, in the form provided in the tender documents.
- 2.19.4 The performance security will be discharged by the Commission and returned to the Candidate not later than thirty (30) days following the date of completion of the Tenderer's performance obligations under the Contract, including any warranty obligations, under the Contract

2.20 Inspection and Tests

- 2.20.1 The Commission or its representative shall have the right to inspect and/or to test the goods to confirm their conformity to the Contract specifications. The Commission shall notify the tenderer in writing in a timely manner, of the identity of any representatives retained for these purposes.
- 2.20.2 The inspections and tests may be conducted in the premises of the tenderer or its subcontractor(s), at point of delivery, and/or at the Goods' final destination 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 Commission.
- 2.20.3 Should any inspected or tested goods fail to conform to the Specifications, the Commission may reject the equipment, and the tenderer shall either replace the rejected equipment or make alterations necessary to make specification requirements free of costs to the Commission.
- 2.20.4 The Commission's right to inspect, test and where necessary, reject the goods after the Goods' arrival shall in no way be limited or waived by reason of the equipment having previously been inspected, tested and passed by the Commission or its representative prior to the equipment delivery.
- 2.20.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

2.21 Packing

- 2.21.1 The tenderer shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.
- 2.21.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract

2.22 Delivery and Documents

2.22.1 Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Commission in its Schedule of Requirements and the Special Conditions of Contract

2.23 Insurance

2.23.1 The Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacturer or acquisition, transportation, storage, and delivery in the manner specified in the Special conditions of contract.

2.24 Payment

2.24.1 The method and conditions of payment to be made to the tenderer under this Contract shall be specified in Special Conditions of Contract

2.24.2 Payments shall be made promptly by the Commission as specified in the contract

2.25 Prices

2.25.1 Prices charged by the tenderer for goods delivered and services performed under the Contract shall not, with the exception of any price adjustments authorized in Special Conditions of Contract, vary from the prices by the tenderer in its tender.

2.25.2 Contract price variations shall not be allowed for contracts not exceeding one year (12 months)

2.25.3 Where contract price variation is allowed, the variation shall not exceed 10% of the original contract price.

2.25.4 Price variation request shall be processed by the Commission within 30 days of receiving therequest.

3.14. Assignment

3.14.1 The tenderer shall not assign, in whole or in part, its obligations to perform under this Contract, except with the Commission's prior written consent

2.17 Subcontracts

2.17.1 The tenderer shall notify the Commission in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in the original tender or later, shall not relieve the tenderer from any liability or obligation under the Contract

2.18 Termination for default

2.18.1 The Commission 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:

- (a) if the tenderer fails to deliver any or all of the goods within the period(s) specified in the Contract, or within any extension thereof granted by the Commission
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Commission has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

2.18.2 In the event the Commission terminates the Contract in whole or in part, it may procure,

upon such terms and in such manner as it deems appropriate, equipment similar to those undelivered, and the tenderer shall be liable to the Commission for any excess costs for such similar goods.

2.19 Liquidated Damages

3.17.1. If the tenderer fails to deliver any or all of the goods within the period(s) specified in the contract, the Commission shall, without prejudice to its other remedies under the contract, deduct from the contract prices liquidated damages sum equivalent to 0.5% of the delivered price of the delayed items up to a maximum deduction of 10% of the delayed goods. After this the tenderer may consider termination of the contract.

2.20 Resolution of Disputes

2.20.1 The Commission and the tenderer shall make every effort to resolve amicably by direct informal negotiation and disagreement or dispute arising between them under or in connection with the contract

2.20.2 If, after thirty (30) days from the commencement of such informal negotiations both parties have been unable to resolve amicably a contract dispute, either party may require adjudication in an agreed national or international forum, and/or international arbitration.

2.21 Language and Law

2.21.1 The language of the contract and the law governing the contract shall be English language and the Laws of Kenya respectively unless otherwise stated.

2.22 Force Majeure

2.22.1 The tenderer 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.

SECTION IV- SPECIAL CONDITIONS OF CONTRACT

4.1. Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, between the GCC and the SCC, the provisions of the SCC herein shall prevail over these in the GCC.

4. 2. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4.1	Goods will be supplied as per the provided technical specifications.
3.7.1	Performance security of 10 % of the value of the goods shall be provided upon signing of the contract
3.8.1	The inspections and tests shall be conducted at the tenderers premises before packaging
3.9.2	Packaging will be done as specified by IEBC. This will be agreed upon contract signing.
3.10.1	<ol style="list-style-type: none"> 1. Goods shall be delivered as and when required 2. Delivery period shall be between 72 hours and twenty one (21)days 3. The delivery shall be at the IEBC Main Warehouse located within Government Supplies Branch along Likoni road in Industrial Area Nairobi
3.11.1	The Goods supplied under the Contract shall be fully insured by the tenderer against loss or damage incidental to manufacturer or acquisition, transportation and delivery as indicated under clause 3.10.1
3.11.2	Delivery of the Goods shall be made by the tenderer in accordance with the terms specified by Commission in its Schedule of Requirements and the Special Conditions of Contract
3.12.2	Payment will be made 30 days after receipt of invoice.
3.13.2	Contract price variation shall not be allowed within the first twelve months. Any variation thereafter shall not exceed 10% of the original contract price.
3.15.1	In case of subcontract, the tender shall be subcontracted to security printers only with proven capability. The subcontract agreement must be in the technical documents.
3.18.2	Any dispute arising from the interpretation or performance of this contract shall be resolved through arbitration. The arbitrator shall be appointed by the Chairperson of the Kenyan Chapter of the Chartered Institute of UK.

SECTION V - TECHNICAL SPECIFICATIONS

4.0 General

- 4.1 These specifications describe the requirements for goods. Tenderers are requested to submit with their offers the detailed specifications, drawings, catalogues, etc for the products they intend to supply
- 4.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.
- 4.3 All the dimensions and capacities of the equipment to be supplied shall not be less than those required in these specifications. Deviations from the basic requirements, if any shall be explained in detail in writing with the offer, with supporting data such as calculation sheets, etc. The Commission reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.
- 4.4 The tenderers are requested to present information along with their offers as follows:
 - a. Shortest possible delivery period of each product
 - b. Information on proper representative and/or workshop for back-up service/repair and maintenance including their names and addresses.

PARTICULARS

The Independent Electoral and Boundaries Commission requirements and test methods for Ballot Papers for Elections, Election Result Declaration Forms at the polling station and Election result declaration forms at Constituency Tallying Centre as specified in **Appendix I, II & III**

Appendix I - Ballot paper — Specification

Appendix II - Specification of Statutory Election Result Declaration Forms to be used at the Constituency, County and National

Appendix II - Specification of Statutory Election Result Declaration form to be used at the polling Station

SECTION VI- SCHEDULE OF REQUIREMENTS

Number	Description	Quantity	Delivery schedule: Start: As per the by-elections schedule
	Supply and deliver ballot paper booklets, Register of Voters, statutory election result declaration form to be used at the polling station and statutory election result declaration form to be used at the Constituency Tallying Centre during the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections	As and When Required	The supply will be for a period of the Ganda, Abakaile, Loiyangalani and Mutonguni County Assembly Wards by-elections

SECTION VII – PRICE SCHEDULE OF BALLOT PAPERS, STATUTORY ELECTION RESULTS DECLARATION FORMS TO BE USED AT THE POLLING STATION, STATUTORY ELECTION RESULT DECLARATION FORMS TO BE USED AT CONSTITUENCY TALLYING CENTRE AND REGISTER OF VOTERS

• Price matrix for ballot papers for Elections

Item No	1			2			3			4			5			6			
Size mm	148x210			148x315			148x440			148x620			148x780			148x980			
County Assembly	Quantity"000"	0.4 -10	11 - 20	21 - 70	0.4 -10	11 - 20	21 - 70	0.4 -10	11 - 20	21 - 70	0.4 -10	11 - 20	21 - 70	0.4 -10	11 - 20	21 - 70	0.4 -10	11 - 20	21- 70
	Unit price																		
	Total price																		

Name of tenderer _____ Tender Number _____ Page _____ of _____

S/No	Item Description	Country of Origin	Quantity	Unit Price all taxes Inclusive	Total Price all taxes Inclusive
1.	Ballot Papers		Per ballot paper		
2.	Register of Voters		Per page		
3.	Statutory Election Results Declaration Forms to be used at the Polling Station		Per form		
4.	Statutory Election Result Declaration Forms to be used at Constituency Tallying Centre		Per form		

N/B: 1 Taxes Include; VAT, Customs.

Signature of tenderer

Note: In case of discrepancy between unit price and total, the unit price shall prevail.

Delivery will be agreed upon by both parties during the signing of the contract

SECTION VIII - STANDARD FORMS

Notes on the sample Forms

1. Form of Tender - The form of tender must be completed by the tenderer and submitted with the tender documents. It must also be duly signed by duly authorized representatives of the tenderer.
2. Confidential Business Questionnaire Form - This form must be completed by the tenderer and submitted with the tender documents.
3. Tender Security Form - When required by the tender documents the tender shall provide the tender security either in the form included herein or in another format acceptable to the procuring entity.
4. Contract Form - The Contract Form shall not be completed by the tenderer at the time of submitting the tender. The Contract Form shall be completed after contract award and should incorporate the accepted contract price.
5. Performance Security Form - The performance security form should not be completed by the tenderers at the time of tender preparation.
Only the successful tenderer will be required to provide performance security in the form provided herein or in another form acceptable to the procuring entity.
6. Bank Guarantee for Advance Payment Form - When Advance payment is requested for by the successful bidder and agreed by the procuring entity, this form must be completed fully and duly signed by the authorized officials of the bank.
7. Manufacturers Authorization Form - When required by the tender documents this form must be completed and submitted with the tender documents. This form will be completed by the manufacturer of the goods where the tenderer is an agent.

8.1 FORM OF TENDER

To: _____

Date _____

Tender No. _____

[name and address of procuring entity]

Gentlemen and/orLadies:

1. Having examined the tender documents including Addenda Nos. [insert numbers].the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply deliver, install and commission (..... (insert equipment description) in conformity with the said tender documents for the sum of (total tender amount in words and figures) or such other sums as may be ascertained in accordance with the Schedule of Prices attached herewith and made part of this Tender.

2. We undertake, if our Tender is accepted, to deliver install and commission the equipment in accordance with the delivery schedule specified in the Schedule of Requirements.

3. If our Tender is accepted, we will obtain the guarantee of a bank in a sum of equivalent to _____percent of the Contract Price for the due performance of the Contract , in the form prescribed by(Procuringentity).

4. We agree to a bid by this Tender for a period of [number] days from the date fixed for tender opening of the Instructions to tenderers, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

5. This Tender, together with your written acceptance thereof and your notification of award, shall constitute a Contract, between us. Subject to signing of the Contract by the parties.

6. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated this _____ day of _____ 20 _____

[signature]

[in the capacity of]

Duly authorized to sign tender for an on behalf of _____

8.2 CONFIDENTIAL BUSINESS QUESTIONNAIRE FORM

You are requested to give the particulars indicated in Part 1 and either Part 2(a), 2(b) or 2 (c) whichever applied 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: <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%;">Name</th> <th style="width: 30%;">Nationality</th> </tr> <tr> <th></th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality		Citizenship Details	Shares	1.	2.	3.						
	Name	Nationality																				
	Citizenship Details	Shares																				
1.																				
2.																				
3.																				
	Part 2 (c) – Registered Company Private or PublicState the nominal and issued capital of company- Nominal Kshs. Issued Kshs. Given details of all directors as follows <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;"></th> <th style="width: 60%;">Name</th> <th style="width: 30%;">Nationality</th> </tr> <tr> <th></th> <th>Citizenship Details</th> <th>Shares</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>2.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>4.</td> <td>.....</td> <td>.....</td> </tr> <tr> <td>3.</td> <td>.....</td> <td>.....</td> </tr> </tbody> </table>		Name	Nationality		Citizenship Details	Shares	1.	2.	3.	4.	3.
	Name	Nationality																				
	Citizenship Details	Shares																				
1.																				
2.																				
3.																				
4.																				
3.																				
Date Signature of Candidate.....																						

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

8.3 TENDER SECURITYFORM

Whereas [name of the tenderer] (hereinafter called "the tenderer") has submitted its tender dated[dateofsubmissionoftender]forthesupply,installation and commissioning of[nameand/or description of the equipment] (hereinafter called "the Tender") KNOW ALL PEOPLE bythese presents that WE of having our registered office at (hereinafter called "the Bank"), are bound unto [name of Procuringentity}(hereinaftercalled"the Procuring entity") in the sum of for which payment well and truly to be made to the saidProcuring entity, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bankthis day of _____ 20_____.

THE CONDITIONS of this obligation are:-

- 1. If the tenderer withdraws its Tender during the period of tender validity specified by the tenderer on the Tender Form; or
- 2. If the tenderer, having been notified of the acceptance of its Tender by the Procuring entity during the period of tender validity:
 - 4 fails or refuses to execute the Contract Form, if required; or
 - 5 fails or refuses to furnish the performance security in accordance with the Instructions to tenderers;

We undertake to pay to the Procuring entity up to the above amount upon receipt of its first written demand, without the Procuring entity having to substantiate its demand, provided that in its demand the Procuring entity will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This tender guarantee will remain in force up to and including thirty (30) days after the period of tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

[signature of the bank] _____ (Amend accordingly if provided by Insurance Company)

8.4 CONTRACT FORM

THIS AGREEMENT made the _____ day of _____ 20

_____ between..... [name of

Procurement entity) of [country of Procurement entity] (hereinafter called “the Procuring entity) of the one part and

..... [name of tenderer] of [city and country of tenderer] (hereinafter called “the tenderer”) of the other part;

WHEREAS the Procuring entity invited tenders for certain goods] and has accepted a tender by the tenderer for the supply of those goods in the sum of [contract price in words and figures] (hereinafter called “the Contract Price).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

4 In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to:

5 The following documents shall be deemed to form and be read and construed as part of this Agreement viz:

- (a) the Tender Form and the Price Schedule submitted by the tenderer
- (b) the Schedule of Requirements (c) the Technical Specifications
- (d) the General Conditions of Contract
- (e) the Special Conditions of contract; and
- (f) the Procuring entity’s Notification of Award

6 In consideration of the payments to be made by the Procuring entity to the tenderer as hereinafter mentioned, the tender hereby covenants with the Procuring entity to provide the goods and to remedy defects therein in conformity in all respects with the provisions of the Contract

7 The Procuring entity hereby covenants to pay the tenderer in consideration of the provisions of the goods and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, sealed, delivered by _____ the _____ (for the Procuring entity

Signed, sealed, delivered by _____ the _____ (for the tenderer in the presence of

(Amend accordingly if provided by Insurance Company)

8.5 PERFORMANCE SECURITYFORM

To [*name of Procuring entity*]

WHEREAS [*name of tenderer*] (hereinafter called “the tenderer”) has undertaken , in pursuance of Contract No. _____ [*reference number of the contract*] dated _____ 20 _____ to supply [*description of goods*] (hereinafter called “the Contract”).

AND WHEREAS it has been stipulated by you in the said Contract that the tenderer shall furnish you with a bank guarantee by a reputable bank for the sum specified therein as security for compliance with the Tenderer’s performance obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the tenderer a guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the tenderer, up to a total of [*amount of the guarantee in words and figure*] and we undertake to pay you, upon your first written demand declaring the tenderer to be in default under the Contract and without cavil or argument, any sum or sums within the limits of [*amount of guarantee*] as aforesaid, without you needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the _____ day of _____ 20 _____

Signed and seal of the Guarantors

_____ [*name of bank or financial institution*]

_____ [*address*]

_____ [*date*]

8.6 BANK GUARANTEE FOR ADVANCE PAYMENTFORM

To [*name of Procuring entity*]

[*name of tender*]

Gentlemen and/orLadies:

In accordance with the payment provision included in the Special Conditions of Contract, which amends the General Conditions of Contract to provide for advance payment, [*name and address of tenderer*] (hereinafter called “the tenderer”) shall deposit with the Procuring entity a bank guarantee to guarantee its proper and faithful performance under the said Clause of the Contract in an amount of [*amount of guarantee in figures and words*].

We, the [*bank or financial institutions*], as instructed by the tenderer, agree unconditionally and irrevocably to guarantee as primary obligator and not as surety merely, the payment to the Procuring entity on its first demand without whatsoever right of objection on our part and without its first claim to the tenderer, in the amount not exceeding [*amount of guarantee in figures and words*]

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there-under or of any of the Contract documents which may be made between the Procuring entity and the tenderer, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall remain valid in full effect from the date of the advance payment received by the tenderer under the Contract until [*date*].

Yours truly,
Signature and seal of the Guarantors

[*name of bank or financial institution*]

[*address*]

[*date*]

8.7 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

8.8 REQUEST FOR REVIEW FORM

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*) ofdated 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 of20.....

**SIGNED
Board Secretary**

APPENDIX
I

IEBC STANDARD

Item code

IEBC 03: 2017

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



Ballot paper — Specification

Item code

VISION

"To be an independent and credible electoral management body committed to strengthening democracy in Kenya."

MISSION

"To conduct free and fair elections and to institutionalize a sustainable electoral process"

REVISION OF INDEPENDENT ELECTORAL AND BOUNDARIES STANDARDS

In order to keep abreast of progress in industry, Independent Electoral and Boundaries Commission standards shall be regularly reviewed. Suggestions for improvements to published standards, addressed to the Chairman, independent Electoral and Boundaries Commission, are welcome.

© Independent Electoral and Boundaries Commission, 2017

Copyright. Users are reminded that by virtue of Section 25 of the Copyright Act, Cap. 12 of 2001 of the Laws of Kenya, copyright subsists in all Independent Electoral and Boundaries Commission Standards and except as provided under Section 26 of this Act, no Independent Electoral and Boundaries Commission Standard produced by Commission may be reproduced, stored in a retrieval system in any form or transmitted by any means without prior permission in writing from the Chairman.

**INDEPENDENT ELECTORAL AND BOUNDARIES
COMMISSION (IEBC)**

Anniversary towers, 6th floor
P.O. Box 45371, Nairobi 00100, Tel.: (+ 254 020) 222072, Fax:
E-Mail: info @iebc.or.ke, Web: <http://www.iebc.or.ke>

Foreword

The Independent Electoral and Boundaries Commission (IEBC) developed standards for its goods and services to facilitate efficient exchange of commercial and technical information during procurement. This standard will make it possible for suppliers interested in trading with Independent Electoral and Boundaries Commission to have clearly understood guidelines that will result in delivery of quality products to the Independent Electoral and Boundaries Commission of Kenya. Goods and services will comply with the specifications that have been set.

During the preparation of this standard, reference was made to the following documents: KS 802

Part 1 Specification for cut-size papers.

Acknowledgement is hereby made for assistance derived from this source.

Ballot paper — Specification

1. Scope

This Independent Electoral and Boundaries Commission Standard specifies the requirements and test methods for ballot paper for use in voting during the Member of County Assembly by-election.

2. Normative references

The following documents are indispensable for the application of this standard: for the dated references only edition cited applies. For undated references, the latest edition of the reference document (including amendments) applies.

KS 03 Specification for trimmed sizes of paper for writing and printing. KS 05,

Glossary of terms used in paper industry and trade

KS 04 Specification for substance of paper and boards. ISO 536,

Paper and board -- Determination of grammage

KS ISO 287, Paper and board -- Determination of moisture content of a lot -- Oven-drying method

KS ISO 1924-2 Paper and board -- Determination of tensile properties -- Part 2: Constant rate of elongation method (20 mm/min)

KS 802-1, Specification for cut-sizes, Part 1: General purpose paper (First Revision, 2001).

KS ISO 12040 Graphic technology — Prints and printing inks — Assessment of light fastness using filtered xenon arc light.

Pantone formula guide solid uncoated

3. Definitions

For the purposes of this standard, the following definitions and those given in KS 05 and The Constitution of Kenya 2010, Election Act 2011, Election (General) Regulations 2012 shall apply:

3.1 IEBC

Independent Electoral and Boundaries Commission

3.2 Ballot paper

A paper issued by IEBC to a voter for the purpose of recording a choice.

3.3 Ballot paper booklet

Ballot papers which are bound together with a cover page.

3.4 Cover page

A paper having a minimum of 152 grammage that is used as cover for ballot paper booklet.

3.5 Security feature

A discreet or a special characteristic inserted on each ballot paper giving it unique features that make it tamper-proof.

3.6 mNm^2/g

Units for tear factor

3.7 gsm

Grams per square metre

3.8 m

Metre

3.9 g/m^2

Grams per square metre

3.10 Vote casting piece

Detached piece of the ballot paper issued to a voter.

3.11 Counterfoil

That part of the ballot paper that is left in the booklet after detaching vote casting piece

3.12 Light Fastness

A resistance of colour to fading, changing shade or darkening under influence of light.

4. Requirements

4.1 Types

The ballot paper shall be of seven types

4.1.1 Type 3- Member of the County Assembly Ballot paper

The ballot paper shall be Brown of colour code 481 U according to pantone formula guide for the background as specified by IEBC and in according to pantone formula guide

4.2 Workmanship

4.2.1 Finish

The surface of the ballot paper shall be smooth and free from defects such as embedded foreign matter, tears, holes, blemishes and creases when examined visually. The ballot papers shall be bound into a ballot booklet with a cover page.

4.2.2 Prints

The format, colour and content of the prints on the ballot papers shall be as specified in this Standard and other information required by IEBC. A typical sample of the ballot paper specimen is illustrated in Annex A and B.

4.2.2.1 Format

The font and the layout of the print shall be as specified by IEBC and illustrated in Annex A and B.

4.2.2.2 Colour of the print

The colour of the print shall be black

4.2.2.3 Content

The content of ballot paper shall be as specified by IEBC and illustrated in Annex A and B.

4.2.3 Party or candidate Symbol

The coloured symbols shall be printed as specified by IEBC.

4.2.4 Colour

When examined visually, the background portion of both the back and front of the Member of County Assembly elections and referendum ballot papers shall match colour codes specified in Clause 4.1.

4.2.4.1 Coloured photos

The coloured photos for the aspirants shall be printed on the ballot paper as specified by IEBC. The size of the photograph shall be 20 mm by 20mm with a tolerance ± 1 .

4.2.5 Security features

The Member of County Assembly elections ballot papers shall have the following security features imparted by inks, dyes, electronic or suitable mechanisms. The security features shall be imparted on the printing paper as specified by IEBC.

4.2.5.1 Watermark

The ballot paper shall have at least one generic watermark visible when visually examined under normal light.

4.2.5.2 UV sensitive security features

The ballot paper shall have at least two security features visible only under UV light of which one shall be IEBC logo.

4.2.5.3 Anti-copy features

The anti-copy features shall be incorporated in the ballot paper. When exposed to a photocopying process, the copy of the ballot paper shall display the anti-copy features.

4.2.5.4 Guilloche security patterns

The ballot paper shall have a guilloche security pattern. The guilloche shall be extremely difficult to replicate and offer protection against counterfeiting. When tested in accordance to annex C the Guilloche pattern shall be seen as continuous lines.

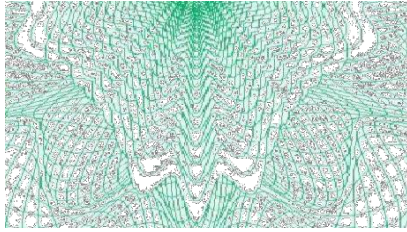


Fig 1: An example of guilloche security pattern

4.2.5.5 Micro text

The ballot paper shall have micro-text incorporated appropriately as one of the security features.

The micro-text shall be printed and only visible under a minimum magnification of X 10. When tested in accordance to annex C the micro text shall be read as "Independent Electoral and Boundaries Commission" or any other text specified by IEBC.

4.2.5.6 Tapered Serialization

The Ballot Papers shall be serialized with tapered letters or number codes as specified by IEBC. The serialization shall be done with permanent ink.

4.2.5.7 Embossing

The ballot paper shall be embossed at least once with words "IEBC (insert date of election)" or any other as specified by IEBC. This shall be done using suitable mechanism without change in physical or chemical properties of the paper. The embossed words shall clearly be seen when visually examined under normal light.

4.2.6 Perforations

4.2.6.1 The ballot papers shall be perforated as follows;

4.2.6.1.1 A5 ballot paper booklet

The Member of County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation.

The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.2.6.1.2 148 x 315 mm ballot paper booklet

The Member of the County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.2.6.1.3 148 x 440 ballot paper booklet

The Member of the County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.2.6.1.4 148 x 620 ballot paper booklet

The Member of the County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.2.6.1.5 148 x 780 ballot paper booklet

The Member of the County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.2.6.1.6 148 x 980 ballot paper booklet

The Member of the County Assembly ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be 40 ± 1.0 mm and length, 148 ± 1.0 mm when tested in accordance with KS 03.

4.3 Dimensions for the County Assembly ballot paper shall be as follows:**4.3.1 A5 (148mm x 210 mm) ballot paper booklet**

The A5 ballot paper booklet shall be used when the number of candidates in an election shall be from 2 to 3 candidates. When tested in accordance with KS 03, the tolerance shall be ± 1.0 mm on width and ± 0.5 mm on length of successive sheets within a ballot booklet.

4.3.2 148mm x 315 mm ballot paper booklet

The 148mm by 315mm ballot paper booklet shall be used when the number of candidates in an election shall be from 4 to 7 candidates. When tested in accordance with KS 03 the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.3.3 148mm x 440 mm ballot paper booklet

The 148mm x 440 mm ballot paper booklet shall be used when the number of candidates in an election shall be 8 to 11 candidates. When tested in accordance with KS 03 the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.3.4 148mm x 620 mm ballot paper booklet

The 148mm x 620 mm ballot paper booklet shall be used when the number of candidates in an election shall be 12 to 17 candidates. When tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.3.5 148mm x 780 mm ballot paper booklet

The 148mm x 780 mm ballot paper booklet shall be used when the number of candidates in an election shall be 18 to 22 candidates. When tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.3.6 148mm x 980 mm ballot paper booklet

The 148mm x 980 mm ballot paper booklet shall be used when the number of candidates in an election shall be 23 to 29. When tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet. When candidates are more than 30, A3 (297mm x 420mm) ballot paper shall be used.

4.4 Vote casting piece for Member of the County Assembly ballot paper shall be as follows:

4.4.1 148mm x 210 mm ballot paper booklet

The vote casting piece for Member of the County Assembly ballot shall be 148 mm in width and 170mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.4.2 148mm x 315 mm ballot paper booklet

The vote casting piece for Member of the County Assembly ballot shall be 148 mm in width and 275 mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.4.3 148mm x 440 mm ballot paper booklet

The vote casting piece for the Member of the County Assembly ballot shall be 148 mm in width and 400mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.4.4 148mm x 620 mm ballot paper booklet

The vote casting piece for the Member of the County Assembly ballot shall be 148 mm in width and 580mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.4.5 148mm x 780 mm ballot paper booklet

The vote casting piece for the Member of the County Assembly ballot shall be 148 mm in width and 740 mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.4.6 148mm x 980 mm ballot paper booklet

The vote casting piece for the Member of the County Assembly ballot shall be 148 mm in width and 940mm in length when tested in accordance with KS 03 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ballot booklet.

4.5 Number of ballot papers in a ballot paper booklet

The number of ballot papers in a ballot paper booklet shall be fifty (50).

4.6 Physical characteristics

The ballot papers shall comply with the physical requirements specified in Table 1.

4.7 Light fastness

When tested in accordance with KS ISO 12040, the ballot paper shall have prints with a minimum light fastness rating of 3.0 on the blue wool reference scale.

4.8 Paper requirements

4.8.1 Cover page

When tested in accordance with KS-04, the cover paper of the ballot paper booklet shall have a minimum substance of 152 gsm.

4.8.2 Physical characteristics and requirements for vote casting piece

Table — 1 Physical characteristics requirements

SL No.	Characteristic	Requirement	Test method
i.	Grammage, (gsm)	80 ± 5 %	KS ISO 536
ii.	Tear factor, (mN.m2/g) min.	55	KS 420-8
iii.	Breaking length, (m) min.	2 700	KS ISO 1924-2
iv.	Moisture content, (%) range	4 - 7	KS ISO 287

5 Packaging and marking

5.1 Packaging

The ballot paper booklets shall be packed per polling station in corrugated fibre boxes or any other suitable material that prevents it from being damaged during storage and transportation.

- 5.1.1 The Ballot paper booklets of the same type and same elections shall be packed together.
- 5.1.2 Packing and distribution list for each type of ballot paper booklets shall be enclosed in each package.
- 5.1.3 Bulk packages for all Ballot paper shall contain packing list summary for each election in addition to the list specified in 5.2.2.
- 5.1.4 The result declaration forms shall be packed together with the ballot papers as specified by IEBC .

5.2 Marking

5.2.1 Ballot paper booklet cover page

The following information shall be legibly and indelibly marked on the outside of each cover page:

- i. Manufacturer's name;
- ii. registered trade mark, if any;
- iii. the words " IEBC Member of the County Assembly";
- iv. number of ballot papers;
- v. the serial number of the first and the last ballot paper bound in the booklet;
- vi. IEBC logo in full colour;
- vii. Year of issue;
- viii. Batch number;

5.2.2 Packing list

Packing list for the Member of the County Assembly ballot papers shall be legibly and indelibly marked with the following information:

- i. The words "IEBC MEMBER OF THE COUNTY ASSEMBLY PACKING LIST";
- ii. The words „Independent Electoral and Boundaries Commission“;
- iii. The number of ballot papers;
- iv. The number of ballot paper booklets;
- v. The lowest and highest serial number of the ballot papers;
- vi. Space for package number(s);
- vii. Space for name and signature of Returning Officer;
- viii. Space for date;
- ix. Space for name and signature of Presiding Officer.

5.3 Bulk packages

The following information shall appear in legible and indelible marking on the outside of each package:

- i. Manufacturer's name;
- ii. Registered trade mark, if any;
- iii. The words "IEBC member of the county assembly";
- iv. The number of ballot paper booklets;
- v. Batch number;

**Annex A
(Informative)**

Typical sample of the ballot paper for Member of the County Assembly

CA 0135 / CA 1650 - 148x230V 4

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION
COUNTERFOIL: COUNTY ASSEMBLY WARD BY-ELECTION 19th DECEMBER 2013

CONSTITUENCY: BALAMBALA 028
 WARD: BALAMBALA 0135

CA 0135

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

FORM 30
(r.68(1)(f))

BALLOT PAPER: COUNTY ASSEMBLY WARD BY-ELECTION 19th DECEMBER 2013

CONSTITUENCY: BALAMBALA 028
 WARD: BALAMBALA 0135



INSTRUCTIONS TO VOTER:

1. Mark the paper by placing a mark against the name of the party / candidate and the symbol of the party you wish to elect.
2. Place a mark against only one candidate.
3. Make no other mark whatsoever on the paper.
4. Fold the paper through the centre, from left to right, so as to conceal your vote. Then put the ballot into the ballot box.

MAAGIZO KWA MPIGA KURA:

1. Weka alama kwenye nafasi iliotengwa kwa jina la chama / mgombeaji au picha ya chama ungependa kuchagua.
2. Weka alama kwa mgombeaji mmoja tu.
3. Uaweke alama yeyote nyingine kwenye karatasi ya kura.
4. Kunja karatasi katikati kutoka kushoto kwenda kulia ili kuficha kura yako halafu tumbukiza kwenye sanduku.

CA 0135

VOTER'S MARK/ALAMA YA KURA: Tick ✓ Cross X Thumbprint or any mark.

Party/Candidate Symbol	Candidate Photo and Name	Voter's Mark/Alama ya kura

**Annex B
(Normative)**

Test procedure for Guilloche patterns

5.1 Apparatus

5.1.2 Magnifying lens X 10 or printers eyeglass X10

5.2 Procedure

5.2.2 View the Guilloche pattern using apparatus as stated in clause B.1.1 in this annex.

5.2.3 The viewed image should meet the requirements specified in clause 4.2.5.5

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



APPENDIX II

**STATUTORY ELECTION RESULT DECLARATION FORMS TO BE USED AT
THE CONSTITUENCY TALLYING CENTRE - SPECIFICATION**

VISION

"To be an independent and credible electoral management body committed to strengthening democracy in Kenya."

MISSION

"To conduct free and fair elections and to institutionalize a sustainable electoral process

REVISION OF INDEPENDENT ELECTORAL AND BOUNDARIES STANDARDS

In order to keep abreast of progress in industry, Independent Electoral and Boundaries Commission standards shall be regularly reviewed. Suggestions for improvements to published standards, addressed to the Chairman, independent Electoral and Boundaries Commission, are welcome.

© *Independent Electoral and Boundaries Commission, 2017*

Copyright. Users are reminded that by virtue of Section 25 of the Copyright Act, Cap. 12 of 2001 of the Laws of Kenya, copyright subsists in all Independent Electoral and Boundaries Commission Standards and except as provided under Section 26 of this Act, no Independent Electoral and Boundaries Commission Standard produced by Commission may be reproduced, stored in a retrieval system in any form or transmitted by any means without prior permission in writing from the Chairman.

IEBC STANDARD

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION (IEBC)

Anniversary towers, 6th floor
P.O. Box 45371, Nairobi 00100, Tel.: (+ 254 020) 222072, Fax:
E-Mail: info @iebc.or.ke, Web: <http://www.iebc.or.ke>

Foreword

The Independent Electoral and Boundaries Commission (IEBC) developed standards for its goods and services to facilitate efficient exchange of commercial and technical information during procurement. This standard will make it possible for suppliers interested in trading with Independent Electoral and Boundaries Commission to have clearly understood guidelines that will result in delivery of quality products to the Independent Electoral and Boundaries Commission of Kenya. Goods and services will comply with the specifications that have been set.

During the preparation of this standard, reference was made to the following documents:

KS 802 Part 1 Specification for cut-size papers.

Acknowledgement is hereby made for assistance derived from this source.

Statutory Election Result Declaration Forms to be used at the Constituency Tallying Centre – Specification

1. Scope

This Independent Electoral and Boundaries Commission Standard prescribes the requirements and test methods for Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre for use during elections in Kenya

2. Normative references

The following documents are indispensable for the application of this standard: for the dated references only edition cited applies. For undated references, the latest edition of the reference document (including amendments) applies.

ISO 536 Paper and board -- Determination of grammage KS 03-05, Glossary of terms used in paper industry and trade

KS ISO 1924-2 Paper and board -- Determination of tensile properties -- Part 2: Constant rate of elongation method (20 mm/min)

ISO 216, *Writing paper and certain classes of printed matter — Trimmed sizes — A and B series, and indication of machine direction*

IEBC 03 Ballotpaper-Specification

Pantone formula guide solid uncoated

3. Definitions

For the purposes of this standard, the following definitions and those given in KS 05 and The Constitution of Kenya 2010, The Election Act 2011, The Election (General) Regulations, 2012 shall apply:

3.1 IEBC

Independent Electoral and Boundaries Commission

3.2 Statutory Election Result declaration forms

Statutory document described in Elections (General) regulations 2012)

3.3 Form 36B

A Statutory Election Result Declaration Form used by IEBC officials for declaration of results at Constituency Tallying Centre

3.4 Form 36C

A certificate of results member of County Assembly elections.

3.5 Security feature

A discreet or a special characteristic inserted on Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre, giving it special features that make it difficult to be tampered with.

3.6 mN.m²/g

Millinewton square metres per gram

3.7 gsm

Grams per square metre

3.8 m

Metres

3.9 g/m²

Grams per square metre

3.10 Light Fastness

A resistance of colour to fading, changing shade or darkening under influence of light.

4. Requirements

4.1 Colour

The colour of the Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre both back and front shall be as follows:

4.1.1 Form (Statutory Election Result Declaration form to be used at the Constituency Tallying Centre)

4.1.2 Form 36 B for Member of the County Assembly

The background of the form shall be Brown of colour code 481 U according to pantone formula guide

4.1.3 Form 36C (Certificate of Results of County Assembly Election)

4.1.4 Form 36 C for member of the County Assembly

The background of the form shall be Brown of colour code 481 U according to pantone formula guide

4.2 Workmanship and finish

4.2.1 Finish

The surface of the Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be smooth and free from any defect such as embedded foreign matter, tears, holes, blemishes and creases when examined visually.

4.2.2 Prints

The format, colour, content of the prints, and other information required on the Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be as specified in this Standard and by IEBC. A sample of the form specimen is illustrated in Annex A and B.

4.2.2.1 Format

The font and the layout of the print shall be as specified by IEBC and illustrated in Annex A and B.

4.2.2.2 colour of the print

The colour of the print shall be black

4.2.2.3 content

The content of Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be as specified by IEBC and illustrated in Annex A and B.

4.2.3 Security features

The Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall have the following security features imparted by inks, dyes, electronic or suitable mechanisms.

4.2.3.1 Watermark

The Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall have one generic watermark visible when visually examined under normal light.

4.2.3.2 UV sensitive security features

The Statutory Election Result declaration forms to be used at the Constituency Tallying Centre shall have at least two security features visible only under UV light of which one shall be IEBC logo.

4.2.3.3 Anti-copy features

The anti-copy features shall be incorporated in the Statutory Election Result Declaration form to be used at the Constituency Tallying Centre, when exposed to a photocopying process, the copy of the form shall display the anti-copy features.

4.2.3.4 Tapered Serialization

Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be serialized with tapered letters or number codes as specified by IEBC. The serialization shall be done with permanent ink.

4.3 Dimensions

The dimensions of the Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be as shown in the table 1 below when tested in accordance with KS ISO 216 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a ream.

Table — 1: Forms and corresponding sizes

S.NO	Size	Type of form
1.	210 x 297mm (A4)	Certificate of Results (Form 36C for Member of County Assembly elections)
2.	297 x 420 mm (A3)	Declaration of Member of County Assembly Election result at the Constituency Tallying Centre

4.4 Physical characteristics

The forms shall comply with the physical characteristics requirements specified in Table 2.

4.5 Light fastness

When tested in accordance with KS ISO 12040, the Statutory Election Result Declaration Forms to be used at the Constituency Tallying Centre shall have prints with a minimum light fastness rating of 3.0 on the blue wool reference scale.

4.6 Paper requirements

Physical characteristics and requirements for the form

Table — 2 Physical characteristics requirements

SL No.	Characteristic	Requirement	Test method
i.	Substance, (gsm)	80 \pm 5 %	KS ISO 536
ii.	Tear factor, (mN.m ² /g) min.	55	KS 420-8
iii.	Breaking length, (m) min.	2 700	KS ISO 1924-2

iv.	Moisture content, (%) range	4 - 7	KS ISO 287
-----	-----------------------------	-------	------------

4.7 Packaging and marking

4.7.1 Packaging

The Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be packed in corrugated fibre boxes or any other suitable material that prevents it from being damaged during storage and transportation.

4.7.1.1 The Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre of each elections shall be packed as specified by IEBC.

4.7.1.2 Packing and distribution list of the Statutory Election Result Declaration Form to be used at the Constituency Tallying Centre shall be enclosed in each package.

4.7.2 Marking

4.7.2.1 Marking on the outer cover of the package

The following information shall be legibly and indelibly marked on the outside of each package:

- i) Manufacturer's name ;
- ii) Registered trade mark, if any;
- iii) The word IEBC and the logo;
- iv) Name of the form;
- v) Elective position;
- vi) Number of forms;
- vii) The serial number of the first and the last form in a package;
- viii) Year of issue

Voter Turn Out

Total number of registered voters:

Total number of voters who turned out to vote:

Percentage of Voter turnout:

Signatures of Candidates or Agents

No.	Name of Candidate or Agent	ID/Passport No.	Party Name/ Independent Candidate	Tel. Contact	Signature	Date
1						
2						
3						

Constituency Returning Officer:.....

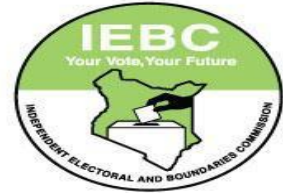
ID Number:

Signature:.....

Date:

Annex B (informative) Specimen for form 36C

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



Form 36 C

(r.83(1)(f))

CERTIFICATE OF ELECTED MEMBER OF COUNTY ASSEMBLY

The Constituency Returning Officer hereby declares that of ID
No.....has been duly elected as the Member of County Assembly for
.....Ward of County in the election held
onday of20.....

Constituency Returning Officer:

Signature:

Dated this.....Day of....., 20.....

Stamp

APPENDIX III

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



Statutory Election Result Declaration form to be used at the Polling Station — Specification

VISION

"To be an independent and credible electoral management body committed to strengthening democracy in Kenya."

MISSION

"To conduct free and fair elections and to institutionalize a sustainable electoral process"

REVISION OF INDEPENDENT ELECTORAL AND BOUNDARIES STANDARDS

In order to keep abreast of progress in industry, Independent Electoral and Boundaries Commission standards shall be regularly reviewed. Suggestions for improvements to published standards, addressed to the Chairman, independent Electoral and Boundaries Commission, are welcome.

© Independent Electoral and Boundaries Commission, 2017

Copyright. Users are reminded that by virtue of Section 25 of the Copyright Act, Cap. 12 of 2001 of the Laws of Kenya, copyright subsists in all Independent Electoral and Boundaries Commission Standards and except as provided under Section 26 of this Act, no Independent Electoral and Boundaries Commission Standard produced by Commission may be reproduced, stored in a retrieval system in any form or transmitted by any means without prior permission in writing from the Chairman.

IEBC STANDARD

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION (IEBC)

Anniversary towers, 6th floor
P.O. Box 45371, Nairobi 00100, Tel.: (+ 254 020) 222072, Fax:
E-Mail: info @iebc.or.ke, Web: <http://www.iebc.or.ke>

Foreword

The Independent Electoral and Boundaries Commission (IEBC) developed standards for its goods and services to facilitate efficient exchange of commercial and technical information during procurement. This standard will make it possible for suppliers interested in trading with Independent Electoral and Boundaries Commission to have clearly understood guidelines that will result in delivery of quality products to the Independent Electoral and Boundaries Commission of Kenya. Goods and services will comply with the specifications that have been set.

During the preparation of this standard, reference was made to the following documents:

KS 802 Part 1 Specification for cut-size papers.

Acknowledgement is hereby made for assistance derived from this source.

Statutory Election Result Declaration form to be used at the Polling Station — Specification

1. Scope

This Independent Electoral and Boundaries Commission Standard prescribes the requirements and test methods for Statutory Election result declaration form to be used at the polling station for use during elections in Kenya

2. Normative references

The following documents are indispensable for the application of this standard: for the dated references only edition cited applies. For undated references, the latest edition of the reference document (including amendments) applies.

ISO 536 *Paper and board -- Determination of grammage KS 03-05,*

Glossary of terms used in paper industry and trade

KS ISO 1924-2 Paper and board -- Determination of tensile properties -- Part 2: Constant rate of elongation method (20 mm/min)

ISO 216, *Writing paper and certain classes of printed matter — Trimmed sizes — A and B series, and indication of machine direction*

KS 484 *Specification for carbon paper IEBC 03*

Ballotpaper-Specification

ISO 536 *Paper and board -- Determination of grammage*

Pantone formula guide solid uncoated

3. Definitions

For the purposes of this standard, the following definitions and those given in KS 05 and The Constitution of Kenya 2010, The Election Act 2011, The Election (General) Regulations, 2012 shall apply:

3.1 IEBC

Independent Electoral and Boundaries Commission

3.2 Statutory Election Result declaration forms

Statutory document described in Elections (General) regulations 2012)

3.3 Form 36A

A Statutory Election result declaration form used by IEBC officials for declaration of results at the polling stations for Member of County Assembly elections.

3.4 Security feature

a discreet or a special characteristic inserted on each election result declaration form at polling station giving it special features that make it difficult to be tapered with.

3.5 $\text{mN.m}^2 / \text{g}$

millinewton square metres per gram

3.6 gs m

Grams per square metre

3.7 m

Metre

3.8 g/m²

Grams per square metre

3.9 Light Fastness

A resistance of colour to fading, changing shade or darkening under influence of light.

3.10 A set of Carbonless copy paper

These consist of a top sheet, a bottom sheet and possible one or several intermediate sheets. Top sheet have a curl coat on the front and a coating consisting of binder and micro capsules containing fill and colour former on the reverse side. The bottom sheet features a coating of binder and developer on the front side and a releasing on the reverse side. The intermediate sheet contain the top sheet front side coating on the front and the bottom sheet reverse side coating on the back

3.11 Carbonless copy paper

Paper so coated or so treated that when localized pressure (e.g. writing, typing or impact printing) is applied to the front of a sheet of paper that forms part of set of sheets that has been assembled in a prescribed manner. A corresponding image is produced in all underlying copy paper sheets and, where relevant on the original top sheet.

3.12 Front sheet

The top side of a sheet of paper in a set of carbonless copy paper sheets.

3.13 Manifolding

Production of multiple copies of a document in one typing or writing

4. Requirements

4.1 General

4.1.1 Workmanship and finish

The carbonless copy paper used for Election Results Declaration form at Polling Station shall be free from any blemishes like wrinkles, waves, tears and cuts, pin holes, crease, crimped corners or sides, fibre bundles, wood splinters, specks and other defects that impair its serviceability. It shall be manufactured by coating necessary to give the required copying qualities. The coating shall be smooth, uniform and free from smudginess.

4.1.2 Writing media

The face of the front sheet of the Statutory Election result declaration form to be used at the polling station shall accept all commonly used writing material without showing any strike-through or undue signs of feathering or spreading.

4.2 Prints

The format, colour and content of the prints on the Statutory Election Result Declaration form to be used at the Polling Station shall be as specified in this Standard and other information required by IEBC. A sample of the Statutory Election Result Declaration form to be used at the Polling Station specimen is illustrated in Annex A and When writing impressions are created on original manuscript of the Statutory Election Result declaration form to be used at Polling Station, it shall be self-carbonated up to a maximum of 5 copies.

4.2.1 format

The font and the layout of the print shall be as specified by IEBC and illustrated in Annex A

4.2.2 colour of the print

The colour of the print shall be black

4.2.3 content

The content of Statutory Election Result Declaration form to be used at the Polling Station shall be as specified by IEBC and illustrated in Annex A

4.3 Colour

The colour of the Statutory Election Result Declaration form to be used at the Polling Station shall be as follows;

4.3.1 Form 35A for Member of the County Assembly

The background of the form shall be Brown of colour code 481 U according to pantone formula guide

4.4 Manifolding

When tested in accordance with KS 484, the characters written or typed, as applicable shall be reproduced legibly on 5 copies.

5 Security features

The Election result declaration form at the polling station shall have the following security features imparted by inks, dyes, electronic or suitable mechanisms.

5.1 UV sensitive security features

The Election result declaration form at the polling station shall have at least two security features visible only under UV light of which one shall be IEBC logo.

5.2 Micro text

The Statutory Election Result Declaration form to be used at the Polling Stations shall have micro-text incorporated appropriately as one of the security features. The micro-text shall be printed and only visible under a minimum magnification of X 10. When tested in accordance to IEBC 03, the micro text shall be read as "Independent Electoral and Boundaries Commission" or any other text specified by IEBC.

5.3 Tapered Serialization

5.3.1 Each Statutory Election Result Declaration form to be used at the Polling Station shall be serialized with tapered number codes as specified by IEBC. The serialization shall be done with permanent ink.

5.3.2 The serial number on the front sheet shall be the same as that of the duplicates.

5.4 watermark

The Statutory Election Result Declaration form to be used at the Polling Station shall have one generic watermark visible when visually examined under normal light.

5.5 Anti-copy features

The anti-copy features shall be incorporated in the Statutory Election Result Declaration form to be used at the Polling Station when exposed to a photocopying process, the copy of the form shall display the anti-copy features.

6 Binding

There shall be a minimum of six sheets of Statutory Election Result Declaration form to be used at the Polling Station bound together to form a set. The number of sets in a booklet shall be as specified by IEBC

7 Cover Paper

When tested in accordance with KS ISO 536, the cover paper of the Statutory Election Result Declaration form to be used at the Polling Station booklet shall have a minimum grammage of 90 ± 5 % gsm.

8 Dimensions

The dimensions of the f Election result declaration form at the polling station shall be A4, A3 or any other size as specified by IEBC. When tested in accordance with KS ISO 216 and the tolerance shall be ± 1.0 mm on width and length and ± 0.5 mm on successive sheets within a set.

9 Physical characteristics

The Statutory Election Result Declaration form to be used at the Polling Station shall comply with the physical characteristics requirements specified in Table 1.

10 Light fastness

When tested in accordance with KS ISO 12040, the Statutory Election Result Declaration form to be used at the Polling Station shall have prints with a minimum light fastness rating of 3.0 on the blue wool reference scale.

11 Paper requirements

Physical characteristics and requirements for the Election result declaration form at the polling station

Table 1 Physical characteristics requirements

SL No.	Characteristic	Requirement	Test method
i	Substance, (gsm)	55 ± 5 %	KS ISO 536
ii	Tear factor, ($\text{mN.m}^{-2} \text{g}$), min.	55	KS 420-8
iii	Breaking length, (m) min.	2700	KS ISO 1924-2
iv	Moisture content, (%) range	4 - 7	KS ISO 287

12 Packaging and marking

12.1 Packaging

The booklets shall be packed in corrugated fibre boxes or any other suitable material that prevents it from being damaged during storage and transportation.

12.1.1 The booklet shall be packed with corresponding ballot paper per polling station as specified by IEBC.

12.1.2 Packing and distribution list of the Statutory Election Result Declaration form to be used at the Polling Station shall be enclosed in each package.

12.1.3 Bulk packages for all Statutory Election Result Declaration form to be used at the Polling Stations shall contain packing list summary for each election in addition to the list specified in 12.1.2

12.2 Marking

12.2.1 Marking on the booklet cover

The following information shall be legibly and indelibly marked on the outside the booklet cover:

- i) Manufacturer's name;
- ii) Registered trade mark, if any;
- iii) The word IEBC and the logo;
- iv) Name of the Statutory Election Result Declaration form to be used at the Polling Station;
- v) Elective position;
- vi) County and constituency name;
- vii) Election date.

Annex A (informative) Specimen for form 36A

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



FORM 36 A

(r.79(2)(b))

MEMBER OF COUNTY ASSEMBLY ELECTION RESULTS AT THE POLLING STATION

S/Number.....
 Name of Polling Station: Code.....
 Ward..... Code.....
 Constituency..... Code.....
 County..... Code.....

Number of votes cast in favour of each candidate:

Name of Candidate	No. of Valid Votes Obtained
Total valid votes cast	

Polling Station Count

1.	Total Number of Registered Voters in the Polling Station	
2.	Total Number of Rejected Ballot Papers	
3.	Total Number of Rejection Objected to Ballot Papers	
4.	Total Number of Disputed Votes	
5.	Total Number of Valid Votes Cast	

Decision(s) on disputed votes if any

Serial Number of Ballot Paper (s) with disputed vote	Name of Candidate assigned the vote

Declaration

We, the undersigned, being present when the results of the count were announced, do hereby declare that the results shown above are true and accurate count of the ballots in.....Polling Station..... Constituency.

Presiding Officer:Signature.....Date.....

Deputy Presiding Officer:Signature Date.....

Agents or Candidates (if present)

No.	Name of Candidate or Agent	ID/Passport No.	Party Name/ Independent Candidate	Tel. Contact	Signature	Date
1.						
2.						
3.						

Reasons for Refusal to Sign (if any)

.....

.....

.....

.....

.....

.....

Presiding Officer's Comments:

.....

.....

.....

.....

.....

Register of Voters

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



Our Vision

"a credible electoral management body committed to strengthening democracy in Kenya."

Our Mission

"To conduct free and fair elections and to institutionalize a sustainable electoral process."

REVISION OF INDEPENDENT ELECTORAL AND BOUNDARIES STANDARDS

In order to keep abreast of progress in industry, Independent Electoral and Boundaries Commission standards shall be regularly reviewed. Suggestions for improvements to published standards, addressed to the Chairman, independent Electoral and Boundaries Commission, are welcome.

© Independent Electoral and Boundaries Commission, 2017

Copyright. Users are reminded that by virtue of Section 25 of the Copyright Act, Cap. 12 of 2001 of the Laws of Kenya, copyright subsists in all Independent Electoral and Boundaries Commission Standards and except as provided under Section 26 of this Act, no Independent Electoral and Boundaries Commission Standard produced by Commission may be reproduced, stored in a retrieval system in any form or transmitted by any means without prior permission in writing from the Chairman.

**INDEPENDENT ELECTORAL AND BOUNDARIES
COMMISSION (IEBC)**

Anniversary towers, 6th floor
P.O. Box 45371 - 00100, Nairobi Tel.: (+ 254 020) 2877000, Fax:
E-Mail: info@iebc.or.ke, Web: <http://www.iebc.co.ke>

Foreword

The Independent Electoral and Boundaries Commission (IEBC) developed standards for its goods and services to facilitate efficient exchange of commercial and technical information during the purchasing and procurement. This standard shall make it possible for suppliers interested in trading with Independent Electoral and Boundaries Commission to have clear guidelines that will result in delivery of quality products to the Independent Electoral and Boundaries Commission of Kenya. Goods and services shall comply with the specifications in the standard.

During the preparation of this standard, reference was made to the following document:

EAS 344, Exercise books — Specification

Acknowledgement is hereby made for assistance derived from this source.

Register of Voters

1. Scope

This IEBC standard prescribes the requirements and methods of test for the Principal Register of Voter.

2. Normative references

The following referenced documents are indispensable for the application of this standard. For dated references, only the edition cited applies. For undated references, the latest edition of the referenced document (including any amendments) applies:

ISO 216:2007 Writing paper and certain classes of printed matter -- Trimmed sizes -- A and B series, and indication of machine direction

KS ISO 287, Paper and board — Determination of moisture content of a lot — Oven-drying method

KS ISO 536, Paper and board — Determination of grammage

KS ISO 535, Paper and board — Determination of water absorptiveness — Cobb method

ISO 2471, Paper and board — Determination of opacity (paper backing) — Diffuse reflectance method

KS ISO 1924-2, Paper and board — Determination of tensile properties — Part 2: Constant rate of elongation method (20 mm/min)

ISO 4046-4 Paper, board, pulps and related terms -- Vocabulary -- Part 4: Paper and board grades and converted products

3. Definitions

For the purpose of this standard, the following definitions in addition to those contained in ISO 4046-4 shall apply.

3.1 spine

The binding edge of the register of voters

3.2 Thread stitching

The process of stitching sections of register of voters together with thread before its bound

3.3 Security feature

A discreet or a special characteristic inserted on each register of voters giving it unique features that make it tamper-proof.

4. Tolerance on sizes

A tolerance of ± 3 mm shall be allowed on all size specified for Register of Voters.

5. Paper requirements

- 5.1 Paper for IEBC Register of Voters shall be machine finish (MF) sized paper.
- 5.2 The paper shall be free from tears, holes, blemishes, creases and other visible defects and shall be uniform in texture.
- 5.3 When written upon with writing ink using steel pens or ball point writing instruments, they shall have a good writing surface on each side.
- 5.4 In addition, the papers shall comply with the requirements specified in Table 1.

Table 1 — Requirements of paper used for Register of Voters

SL No	Characteristic	Requirement	Test method
i)	Grammage for writing paper, (gsm), ± 5%	80	KS ISO 536
ii)	Tear factor, (Nm ² /g), min.	55	KS ISO 1924-2
iii)	Breaking length, (m), min.	2 500	
iv)	Moisture content, (%), range	4 – 7	KS ISO 287
v)	Cobb, per minute, (g/ m ²), max.	20	KS ISO 535
vi)	Opacity ¹⁾	78	ISO 2471

¹⁾ Applicable to white papers and white board.

6. Size

When tested in accordance to KS ISO 216 the size of the IEBC Register of Voters shall be 297 mm x 420 mm with a tolerance of ± 3 mm.

7. Colour and prints

- 7.1 The front and the back cover of the Register of Voters shall be green of colour code pantone 375 U.
- 7.2 The format, colour and content of the prints on the Register of Voters shall be as specified in this Standard and other information required by IEBC. A typical sample of the Register of Voters specimen is illustrated in Annex A & B.

8. Denomination

The numbers of sheets for the Register of Voters shall be as specified by IEBC.

9. Security features

The Register of Voters shall have the following security features imparted by inks, dyes, electronic or suitable mechanisms. The security features shall be imparted on the printing paper as specified by IEBC.

9.1 Watermark

The Register of Voters shall have at least one generic watermark visible when visually examined under normal light.

9.2 UV sensitive security features

Register of Voters shall have at least two security features visible only under UV light of which one shall be IEBC logo.

9.3 Anti-copy features

The anti-copy features shall be incorporated in the Register of Voters. When exposed to a photocopying process, the copy of the ballot paper shall display the anti-copy features.

10. Cover

When tested in accordance with KS ISO 536, the cover page of the Register of Voters shall have a minimum grammage of $160 \pm 5\%$ gsm.

11. Binding

The sections shall be thread stitched and bound with binding cloth on the spine or wire stitched.

12. Serialization

IEBC Register of Voters shall be serialized with number codes as specified by IEBC. The serialization shall be done with permanent ink.

13. Packaging

13.1 The Register of Voters shall be supplied together in a polling station package as specified by IEBC.

13.2 The IEBC Register of Voters shall be closely packed to avoid damage.

13.3 The package used for bulk packaging of IEBC Register of Voters shall be of such quality and strength as to prevent busting, tearing, distortion or opening up from the weight.

14. Marking

14.1 Front cover page

14.1.1 The cover page of the Register of Voters shall be marked with the following:

- a) the IEBC logo in full colour;
- b) the words, " IEBC Register of Voters";
- c) the word, "Independent Electoral and Boundaries commission"
- d) name of county and county code,
- e) name of constituency and constituency code,
- f) name of county assembly and code
- g) name of Registration centre and code, and
- h) Polling Station number of which the bind register belongs to
- i) the serial number; and
- j) the page number of the first and the last page.

14.1.2 Back cover page

The back cover shall have the following:

- a) name and address of the manufacturer/ and trade mark if any; and
- b) Country of origin or manufacture.

Annex A (Informative)

Illustrations of the front page for IEBC Register of Voters



REGISTER OF VOTERS
INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

COUNTY: 015 - KITUI
CONSTITUENCY: 070 - KITUI WEST
COUNTY ASSEMBLY WARD: 0346 - MUTONGUNI

REGISTRATION CENTER: 001 - KIATINE PRISCHOOL

POLLING STATION: 01
Number of voters: 600

Annex B
(Informative)

Illustrations of the inner page for IEBC Register of Voters

COUNTY: 015 KITUI		COUNTY ASSEMBLY WARD: 0246 MITONGUNI POLLING CENTER: 000 KIATINE PRI SCHOOL		INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION REGISTER OF VOTERS xxxxx 20xx BY-ELECTION				Election Date: xx/xx/20xx		Page: 1/1	
CONSTITUENCY: 079 KITUI WEST		POLLING STATION: 1 of 1									
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000
	001 ABBY PATRICK WADE DATE OF BIRTH: 20/12/1994 SEX: M 0000000001580-2		011 DANIEL HOPE GREAT DATE OF BIRTH: 01/01/1996 SEX: M 0000000000000-1		021 IKUI SYONGO MATHI DATE OF BIRTH: 01/01/1929 SEX: F 0000000001180-2		031 GRACE ROSEPHINE MATHI DATE OF BIRTH: 01/01/1996 SEX: F 0000000001580-1		041 KATE JUSTUSMAY DATE OF BIRTH: 01/01/1980 SEX: F 0000000001480-7	ID N° 00000000	ID N° 00000000

CERTIFIED BY THE IEBC in accordance with Section 6(3)(A) of the Elections Act, 2011.

L276 015 030 0360 001 01

Bibliography

- [1] KS 03-05, *Glossary of terms used in paper industry and trade*
- [2] ISO 187, *Paper and board — Conditioning of samples*
- [3] ISO 216, *Writing paper and certain classes of printed matter -- Trimmed sizes -- A and B series, and indication of machine direction*
- [4] ISO 1762, *Paper, board and pulps — Determination of residue (ash) on ignition at 525 degrees C*
- [5] ISO 2470-1, *Paper, board and pulps — Measurement of diffuse blue reflectance factor — Part 1: Indoor daylight conditions (ISO brightness)*
- [6] KS ISO 12040, *Graphic technology — Prints and printing inks — Assessment of light fastness using filtered xenon arc light.*