



**TENDER FOR SUPPLY AND DELIVERY OF BALLOT PAPERS FOR ELECTIONS,  
STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE  
POLLING STATION AND STATUTORY ELECTION RESULT DECLARATION FORM  
TO BE USED AT CONSTITUENCY, COUNTY AND NATIONAL LEVEL**

**TENDER NO. IEBC/48/2016-2017**

**(APRIL 2017)**

## **SECTION I INVITATION TO TENDER**

**DATE: 18 April 2017**

**TENDER REF NO.: IEBC/ 48/2016-2017**

**TENDER NAME: SUPPLY AND DELIVERY OF BALLOT PAPERS FOR ELECTIONS, STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT THE POLLING STATION AND STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT CONSTITUENCY, COUNTY AND NATIONAL LEVEL.**

- 1.1 **The Independent Electoral and Boundaries Commission (IEBC)** invites bids from eligible tenderers for supply and delivery of Ballot Papers for Elections, Statutory Election Result Declaration Form at the polling station and Statutory Election Result Declaration form to be used at the Constituency, County and Nation level on an **“as and when required”** basis for a period of **two years (2017-2019)**
- 1.2 Interested eligible tenderers may obtain further information from and inspect the tender documents at IEBC Anniversary Towers, fifth floor, room 512, during normal working hours, **Monday to Friday, 8.00a.m. - 1p.m. and 2.00p.m. - 4.30p.m.**
- 1.3 A complete set of tender documents may be downloaded by interested tenderers free of charge at the IEBC website [www.iebc.or.ke](http://www.iebc.or.ke) and also at the IFMIS tender portal: **supplier.treasury.go.ke** using - Link to GOK tenders .Completed tender documents should be enclosed in plain sealed envelopes, marked with tender reference number shall be addressed to:

**The 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 5<sup>th</sup> Floor reception, Anniversary Towers, so as to be received on or before **4<sup>th</sup> May, 2017, at 11.00a.m. East African Time**

- 1.4 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.
- 1.5 All bids must be accompanied by a bid security of Kenya Shillings Five Million (KES **5,000,000**) 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. All samples should be enclosed in plain sealed envelopes, marked with tender reference number and be addressed to:

**The Chief Executive Officer/Commission Secretary  
Independent Electoral and Boundaries Commission (IEBC),  
Anniversary Towers, University Way, Fifth Floor  
P O Box 45371-00100, Nairobi; Tel: 2796000**

Or be deposited in the Tender Box at the 5<sup>th</sup> Floor reception, Anniversary Towers, so as to be received on or before the closing date. Late samples will be rejected.

- 1.6 Tenders will be opened immediately thereafter, at the, **21<sup>st</sup> floor Conference Room, Anniversary Towers, University Way, Nairobi** in the presence of the Candidates or their representatives who choose to attend.

**COMMISSION SECRETARY/CEO**

## **SECTION II - INSTRUCTIONS TO TENDERERS**

### **2.1 Eligible Tenderers**

- 2.1.1 This Invitation to Tender is open to all tenderers eligible as described in the 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 Procuring entity 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 procuring entity, 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 Tenderers

- (i) Invitation to Tender
- (ii) Instructions to tenderers
- (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 Procuring entity in writing or by post at the entity's address indicated in the Invitation to Tender. The Procuring entity 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 procuring entity. Written copies of the Procuring entities response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective tenderers that have received the tender document.

2.5.2 The procuring entity shall reply to any clarifications sought by the tenderer within 3 days of receiving the request to enable the tenderer to make timely submission of its tender.

## **2.6 Amendment of Documents**

2.6.1 At any time prior to the deadline for submission of tenders, the Procuring entity, for any reason, whether at its own initiative or in response to a clarification requested by 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 Procuring entity, 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 Procuring entity, 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 Procuring entity'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 Procuring entity'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 Procuring entity; and
- (c) a clause-by-clause commentary on the Procuring entity'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 Five Million Kenya Shillings (KES.5, 000,000).

2.14.3 The tender security is required to protect the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity.

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 procuring entity on the Tender Form; or
- (b) in the case of a successful tenderer, if the tenderer fails:
  - (i) to sign the contract in accordance with paragraph 2.27
  - or
  - (ii) 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 Procuring entity, pursuant to paragraph 2.18. A tender valid for a shorter period shall be rejected by the Procuring entity as non responsive.

2.15.2 In exceptional circumstances, the Procuring entity may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. 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 unamended 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 Procuring entity 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," **4<sup>th</sup> May, 2017, 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 Procuring entity 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 Procuring entity at the address specified under paragraph 2.17.2 no later than **4<sup>th</sup> May, 2017, at 11.00a.m. East African Time.**

2.18.2 The Procuring entity may, at its discretion, extend this deadline for the submission of tenders by amending the tender documents in accordance with paragraph 2.6, in which case all rights and obligations of the Procuring entity 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 Procuring Entity 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 procuring entity 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 procuring entity shall give prompt notice of the termination to the tenderers and on request give its reasons for termination within 14 days of receiving the request from any tenderer.

## **2.20 Opening of Tenders**

2.20.1 The Procuring entity will open all tenders on **4th May, 2017, 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 Procuring entity, at its discretion, may consider appropriate, will be announced at the opening.

2.20.3 The Procuring entity 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 Procuring entity may, at its discretion, ask the tenderer for a clarification of its tender. The request for clarification and the response shall be in writing, and no change in the prices or substance of the tender shall be sought, offered, or permitted.

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

## **2.22 Preliminary Examination**

2.22.1 The Procuring entity 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. 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. If the candidate does not accept the correction of the errors, its tender will be rejected, and its tender security forfeited. If there is a discrepancy between words and figures the amount in words will prevail
- 2.22.3 The Procuring entity 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 Procuring entity will determine the substantial responsiveness of each tender to the tender documents. For purposes of these paragraphs, a substantially responsive tender is one, which conforms to all the terms and conditions of the tender documents without material deviations. The Procuring entity's determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.
- 2.22.5 If a tender is not substantially responsive, it will be rejected by the Procuring entity and may not subsequently be made responsive by the tenderer by correction of the non conformity.

## **2.23 Conversion to Single Currency**

- 2.23.1 Where other currencies are used, the procuring entity 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 Procuring entity 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 Procuring entity**

2.26.1 Subject to paragraph 2.21 no tenderer shall contact the Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity 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 Procuring entity will proceed to the next lowest evaluated tender to make a similar determination of that Tenderer's capabilities to perform satisfactorily.

### **(b) Award Criteria**

2.27.4 The Procuring entity 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) Procuring entity's Right to Vary quantities**

2.27.5 The Procuring entity 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) Procuring entity's Right to Accept or Reject Any or All Tenders**

2.27.6 The Procuring entity reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected tenderer or tenderers or any obligation to inform the affected tenderer or tenderers of the grounds for the Procuring entity's action

## **2.28 Notification of Award**

2.28.1 Prior to the expiration of the period of tender validity, the Procuring entity 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 but will have to wait until the contract is finally signed by both parties

2.28.3 Upon the successful Tenderer's furnishing of the performance security pursuant to paragraph 2.28, the Procuring entity 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 Procuring entity notifies the successful tenderer that its tender has been accepted, the Procuring entity 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 Procuring entity.

## **2.30 Performance Security**

2.30.1 Within Thirty (30) days of the receipt of notification of award from the Procuring entity, 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 Procuring entity.

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 Procuring entity 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 Procuring entity 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;

- (i) “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
- (ii) “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 Procuring entity, 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 Procuring entity of the benefits of free and open competition;

2.31.2 The procuring entity will reject a proposal for award if it determines that the tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

## **Appendix to Instructions to Tenderers**

### **Notes on the Appendix to the Instruction to Tenderers**

1. The Appendix to instructions to tenderers is intended to assist the procuring entity 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 procuring entity should specify in the appendix information and requirements specific to the circumstances of the procuring entity, 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

<b>INSTRUCTIONS TO TENDERERS REFERENCE</b>	<b>PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS</b>
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 at the IEBC website at <a href="http://www.iebc.or.ke">www.iebc.or.ke</a> and also at the IFMIS tender portal: <a href="http://supplier.treasury.go.ke">supplier.treasury.go.ke</a> using – Link to GOK tenders.
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 Procuring entity’s satisfaction;</p> <ol style="list-style-type: none"> <li>1. ISO 9001 and ISO 27001 (ISM) certificates</li> <li>2. Experience in security printing for at least three (3) years.</li> <li>3. Experience in printing, packaging and delivery of ballot papers for at least three (3) years.</li> <li>4. Audited accounts for the latest three consecutive financial years</li> <li>5. Inspection and acceptance certificates for at least 5 contracts of ballot paper security printing.</li> <li>6. Registered offices and evidence of business premises.</li> <li>7. Evidence of ownership of security printing machines such as Purchase Orders , Lease agreement, purchase receipts</li> <li>8. A valid Tax compliance certificate or proof that the authority of that the country of origin does not pay tax</li> <li>9. Evidence that tenderer has the legal capacity to enter into a contract for the procurement;</li> <li>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;</li> </ol>

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
	11.The person is not debarred from participating in procurement proceedings
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 for all the sizes for each elective position as per the price schedule, Election Results declaration forms at polling station and Election result declaration form at constituency, county and national level
2.13.4	The Ballot papers and Statutory Election Result Declaration forms to be used at the Polling Station and Statutory Election Result Declaration form to be used at Constituency, County and National shall meet the requirement as specified in the tender document.
2.14.1-2	The tender security to be provided will be Kenya Shillings Five Million (KES.5,000,000) valid for 120 days from the date of opening the tender and shall be in any of the following forms only;- (a) a bank guarantee( from a reputable bank or Insurance company); (b) such insurance company guarantee must be approved by PPOA;
2.14.4	The prevailing conversion rate at the close of tender as specified by Central Bank of Kenya
2.15	Tenders shall remain valid for 120 days from the deadline date of submission of tender.
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 un amended 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. Tender may also be uploaded in IFMIS. 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 <b>4<sup>th</sup> May, 2017, at 11.00a.m. East African Time.</b> Bulky tenders and samples which will not fit in the tender box shall be delivered to the Procurement Office Room, 506, 5 <sup>th</sup> Floor Anniversary Towers.
2.20	Tender will be opened <b>4<sup>th</sup> May, 2017, at 11.00a.m. East African Time</b>
2.21	The request for clarification and the response shall be in writing through the:- The 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: procurement @iebc.or.ke
<b>2.24 Evaluation and Comparison of Tenders</b>	
<b>A. Preliminary Evaluation</b>	
<b>Responsiv</b>	<b>No. Requirements</b>
<b>Responsive</b>	

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS	
e		or Not Responsive
MR 1	ISO 9001and ISO 27001 (ISM) certified or equivalent	
MR 2	Tender security Valid for <b>120</b> 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	
MR 4	Must Submit a copy of Valid Tax Compliance certificate or a letter from the authority that the country of origin does not pay tax or tax exempt.	
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 (2014, 2015 &2016, signed by external auditors and should be included in the Technical Bid envelope).	
MR 7	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, Statutory Election Results Declaration form to be used at the Polling Station and Statutory Election Result Declaration form to be used at the Constituency, County and National level for all the sizes for each elective position as per the price schedule	
MR 9	Must submit a satisfactory credit rating certificate from accredited credit rating agency (eg PwC, Dun and Bradsheet)	
MR10	Submitted documents must be sequentially serialized (paginated) and initialed in all printed pages	
<p><b>At this stage, the tenderer's submission will either be responsive or non responsive. The non responsive submissions in any of the Ten (10) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.</b></p>		

## B. 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 ANALYS)**

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**

<b>S. NO</b>	<b>Clause</b>	<b>Characteristics</b>	<b>Requirement</b>	<b>EVIDENCE</b>	<b>Compliance (yes/no)</b>
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 Presidential, Senator, Member of the National Assembly, County Woman Member of the National Assembly, Governor , Member of County Assembly elections and referendum ballot papers shall match colour codes specified in Clause 4.1 respectively.	Sample submitted	
3.	4.2.4.3	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 4.2.4.3	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.	4.2.6	Perforations	the perforation of the ballot papers shall be as specified in clause 4.2.6	Sample submitted	
6.	4.2.7	Tampered Serialization	The ballot paper shall have tampered serialization as specified in clause 4.2.7	Sample submitted	
7.	4.3	Dimension	Dimensions of the ballot paper shall be as specified in clause 4.3	Sample submitted	
8.	4.7	Paper requirements	The paper requirement for ballot paper shall be as specified in clause 4.7	Sample submitted	
9.	5.1	Packaging	the ballot papers shall be packaged as	Sample	

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
			specified in clause 5.1	submitted	

**Item name: STATUTORY ELECTION RESULT DECLARATION FORM TO BE USED AT CONSTITUENCY, COUNTY AND NATIONAL**

**Applicable Standard: IEBC 20\_1:2017 - Statutory Election Result declaration Form to be used at Constituency, County and National – 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 at the Constituency, county and National level shall be as specified in clause 4.1	Sample submitted	
2.	4.2.1	Workmanship	The surface of the result declaration form at constituency, county and national level 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 at constituency, county and National level 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, county and National level shall be as specified in clause 4.2.3	Sample submitted	
5.	4.3	Dimension	Shall either be A3 or A4	Sample submitted	
6.	4.7	Paper requirement	The paper requirement for the result declaration form at constituency, county and national 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

<b>S. NO</b>	<b>Clause</b>	<b>Characteristics</b>	<b>Requirement</b>	<b>EVIDENCE</b>	<b>Compliance (yes/no)</b>
1.	4.1.1	Workmanship	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	Sample submitted	

S. NO	Clause	Characteristics	Requirement	EVIDENCE	Compliance (yes/no)
			Declaration Form to be used at the Polling Station. This shall exclude the cover page.		
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	

## STEP 2: TECHNICAL SCORING

S/ No	Evaluation Criteria		Max Score	Score Awarded
<b>1.</b>	<b>Experience</b>	a) At least 3 years' experience in security printing <b>2 marks for each year of experience and maximum score is 6 marks</b> b) at least 3 years' experience in printing of ballot papers <b>3 marks for each year of experience and maximum score is 9 marks</b>	<b>6</b>  <b>9</b>	

<b>S/ No</b>		<b>Max Score</b>	<b>Score Awarded</b>
	<b>Evaluation Criteria</b>		
	c) Provide proof of past security printing of ballot papers (letters from three referees confirming successful completion of contracts) 5 marks from each referee and maximum score is 15 marks	<b>15</b>	
	d) Indicate the ability to deliver ballot papers of up to 120 million ballot papers within 21 days	<b>15</b>	
	e) An indication of emergency preparedness to print package and deliver ballot papers within the shortest time possible.	<b>5</b>	
<b>2.</b>	<b>Financial Capacity</b>		
	a) Provide certified audited accounts for the latest three (3) consecutive years( 2014, 2015 &2016)	<b>9</b>	
	b) Credit rating certificate from an accredited credit agency	<b>6</b>	
		<b>65</b>	

**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 each election for each size as per section VII of the bid document and 12 sheets of each type of election results declaration forms.**
- 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, County and National. The Statutory Election Results Declaration Form to be used at the Constituency, County and National shall comply with IEBC 20\_1:2017 and the Statutory Election Result Declaration Form to be used at the Polling Station shall comply with IEBC 20\_2\_2017 Specifications.**



<b>B. Financial Evaluation:</b>	
<b>Financial Analysis</b>	Financial analysis shall be based on the comparison of the cumulative total unit price of all elective positions 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 or part of elective positions. The supply will be for a period of two (2) years on a need basis (As and when required) - August 2017-July 2019
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	<b>Performance Security</b> The Performance security of 10% of the contract price shall be provided in any of the following forms only;- (a) a bank guarantee (from a local bank in Kenya ); (b) such insurance company guarantee as may be approved by PPOA;

## **SECTION III - GENERAL CONDITIONS OF CONTRACT**

### **3.1 Definitions**

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

- (a) "The Contract" means the agreement entered into between the Procuring entity and the tenderer, as recorded in the Contract Form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- (b) "The Contract Price" means the price payable to the tenderer under the Contract for the full and proper performance of its contractual obligations
- (c) "The Goods" means all of the equipment, machinery, and/or other materials, which the tenderer is required to supply to the Procuring entity under the Contract.
- (d) "The Procuring entity" means the organization purchasing the Goods under this Contract.
- (e) "The Tenderer" means the individual or firm supplying the Goods under this Contract.

### **3.2 Application**

3.2.1 These General Conditions shall apply in all Contracts made by the Procuring entity for the procurement installation and commissioning of equipment

### **3.3 Country of Origin**

- 3.3.1 For purposes of this clause, "Origin" means the place where the Goods were mined, grown or produced.
- 3.3.2 The origin of Goods and Services is distinct from the nationality of the tenderer.

### **3.4 Standards**

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

### **3.5 Use of Contract Documents and Information**

3.5.1 The tenderer shall not, without the Procuring entity'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 Procuring entity in connection therewith, to any person other than a person employed by the tenderer in the performance of the Contract.

3.5.2 The tenderer shall not, without the Procuring entity's prior written consent, make use of any document or information enumerated in paragraph 3.5.1 above

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

### **3.6 Patent Rights**

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

### **3.7 Performance Security**

3.7.1 Within thirty (30) days of receipt of the notification of Contract award, the successful tenderer shall furnish to the Procuring entity the performance security in the amount specified in Special Conditions of Contract.

3.7.2 The proceeds of the performance security shall be payable to the Procuring entity as compensation for any loss resulting from the Tenderer's failure to complete its obligations under the Contract.

3.7.3 The performance security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Procuring entity 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 Procuring entity, in the form provided in the tender documents.

3.7.4 The performance security will be discharged by the Procuring entity 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

### **3.8 Inspection and Tests**

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

3.8.2 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 Procuring entity.

3.8.3 Should any inspected or tested goods fail to conform to the Specifications, the Procuring entity 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 Procuring entity.

3.8.4 The Procuring entity'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 Procuring entity or its representative prior to the equipment delivery.

3.8.5 Nothing in paragraph 3.8 shall in any way release the tenderer from any warranty or other obligations under this Contract.

### **3.9 Packing**

3.9.1 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.

3.9.2 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

### **3.10 Delivery and Documents**

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

### **3.11 Insurance**

3.11.1 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.

### **3.12 Payment**

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

3.12.2 Payments shall be made promptly by the Procuring entity as specified in the contract

### **3.13 Prices**

3.13.1 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.

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

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

3.13.4 Price variation request shall be processed by the procuring entity within 30 days of receiving the request.

### **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 Procuring entity's prior written consent

### **3.15 Subcontracts**

3.15.1 The tenderer shall notify the Procuring entity 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

### **3.16 Termination for default**

3.16.1 The Procuring entity may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the tenderer, terminate this Contract in whole or in part

- (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 Procuring entity
- (b) if the tenderer fails to perform any other obligation(s) under the Contract
- (c) if the tenderer, in the judgment of the Procuring entity has engaged in corrupt or fraudulent practices in competing for or in executing the Contract

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

### **3.17 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 procuring entity 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.

### **3.18 Resolution of Disputes**

3.18.1 The procuring entity 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

3.18.2 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.

### **3.19 Language and Law**

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

### **3.20 Force Majeure**

3.20.1 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

<b>REFERENCE OF GCC</b>	<b>SPECIAL CONDITIONS OF CONTRACT</b>
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	<ul style="list-style-type: none"> <li>i. Goods shall be delivered as and when required</li> <li>ii. Delivery period shall be between 72 hours and twenty one (21) days</li> <li>iii. For international tenderers the delivery shall be at</li> </ul>

	iv. Jomo Kenyatta International Airport For local tenderers 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 Procuring entity 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**

### **5.1 General**

5.1.1 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

5.1.2 Tenderers must indicate on the specifications sheets whether the equipment offered comply with each specified requirement.

5.1.3 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 procuring entity reserves the right to reject the products, if such deviations shall be found critical to the use and operation of the products.

5.1.4 The tenderers are requested to present information along with their offers as follows:

- (i) Shortest possible delivery period of each product

- (ii) 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, county, National is 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: August, 2017 End: July, 2019
	Supply and Delivery of Ballot Papers, Statutory Election Result Declaration Forms to be used at the Polling Station and Statutory Election result Declaration form to be used at Constituency, County and national	As and When Required	The supply will be for a period of two (2) year.

**SECTION VII - PRICE SCHEDULE OF BALLOT PAPERS, STATUTORY ELECTION RESULTS DECLARATION FORMS TO BE USED AT THE POLLING STATION AND STATUTORY ELECTION RESULT DECLARATION FORMS TO BE USED AT CONSTITUENCY, COUNTY AND NATIONAL LEVEL**

**A) Price matrix for ballot papers for Elections**

<b>Referendum</b>	<b>Size mm</b>	<b>148x210</b>
	<b>Quantity"000"</b>	<b>20,000</b>
	<b>Unit price</b>	
	<b>Total price</b>	

<b>Presidential</b>	<b>Item No</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>
	<b>Size mm</b>	<b>210x297</b>	<b>210x440</b>	<b>210x620</b>	<b>210x780</b>	<b>210x980</b>
	<b>Quantity"000"</b>	20,000				
	<b>Unit price</b>					
	<b>Total price</b>					

<b>Governor</b>	<b>Item No</b>	<b>1</b>			<b>2</b>			<b>3</b>			<b>4</b>			<b>5</b>		
	<b>Size mm</b>	<b>210x297</b>			<b>210x440</b>			<b>210x620</b>			<b>210x780</b>			<b>210x980</b>		
	<b>Quantity"000"</b>	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000
	<b>Unit price</b>															
	<b>Total price</b>															

<b>Senator</b>	<b>Item No</b>	<b>1</b>			<b>2</b>			<b>3</b>			<b>4</b>			<b>5</b>			<b>6</b>			
	<b>Size mm</b>	<b>148x210</b>			<b>148x315</b>			<b>148x440</b>			<b>148x620</b>			<b>148x780</b>			<b>148x980</b>			
	<b>Quantity"000"</b>	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	1001-2000	50-500	501-1000	1001-2000
	<b>Unit price</b>																			
	<b>Total price</b>																			

	Item No	1			2			3			4			5			6		
	Size mm	148x210			148x315			148x440			148x620			148x780			148x980		
Woman Rep	Quantity "000"	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000	50-500	501-1000	1001-2000
	Unit price																		
	Total price																		

	Item No	1			2			3			4			5			6		
	Size mm	148x210			148x315			148x440			148x620			148x780			148x980		
National Assembly	Quantity "000"	10-50	51-100	101-200	10-50	51-100	101-200	10-50	51-100	101-200	10-50	51-100	101-200	10-50	51-100	101-200	10-50	51-100	101-200
	Unit price																		
	Total price																		

	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 \_\_\_

1	2	3	4	5	6
---	---	---	---	---	---

<b>S/No</b>	<b>Item Description</b>	<b>Country of Origin</b>	<b>Quantity</b>	<b>Unit Price all taxes Inclusive, clearance less port charges</b>	<b>Total Price all taxes Inclusive, less clearance port charges</b>
1.	Ballot Papers				
2.	Statutory Election Results Declaration Forms to be used at the Polling Station				
3.	Statutory Election Result Declaration Forms to be used at Constituency, County and National				

**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**

Date \_\_\_\_\_  
Tender No. \_\_\_\_\_

To: \_\_\_\_\_

\_\_\_\_\_  
*[name and address of procuring entity]*

Gentlemen and/or Ladies:

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 .....( *Procuring entity*).

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 .....
	<ul style="list-style-type: none"> <li>• Citizenship details .....</li> <li>•</li> </ul>
	Part 2 (b) Partnership
	Given details of partners as follows:
	Name <span style="float: right;">Nationality</span>
	Citizenship Details <span style="float: right;">Shares</span>
	1. ....
	.....
	2. ....
	3. ....
	Part 2 (c ) - Registered Company
	Private or Public .....
	State the nominal and issued capital of company-
	Nominal Kshs. ....
	Issued Kshs. ....
	Given details of all directors as follows
	Name <span style="float: right;">Nationality</span>
	Citizenship Details <span style="float: right;">Shares</span>
	1.....
	2. ....
	3. ....

	4. ....
	5. ....
Date .....	Signature of Candidate .....

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



### 8.3 TENDER SECURITY FORM

Whereas ..... [*name of the tenderer*]  
(hereinafter called "the tenderer") has submitted its tender dated  
..... [*date of submission of tender*] for the supply, installation and  
commissioning of ..... [*name and/or description of the equipment*]  
(hereinafter called "the Tender") ..... KNOW ALL  
PEOPLE by these presents that WE ..... of ..... having  
our registered office at ..... (hereinafter called "the Bank"), are bound  
unto ..... [*name of Procuring entity*] (hereinafter called "the Procuring  
entity") in the sum of ..... for which payment well and truly to be  
made to the said Procuring entity, the Bank binds itself, its successors, and  
assigns by these presents. Sealed with the Common Seal of the said Bank this  
\_\_\_\_\_ 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:
  - (a) fails or refuses to execute the Contract Form, if required; or
  - (b) 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:

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

2. 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

3. 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

4. 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 SECURITY FORM**

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 PAYMENT FORM**

To .....  
[name of Procuring entity]

[name of tender] .....

Gentlemen and/or Ladies:

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]

**8.8 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

**8.9 FORM RB 1**

**REPUBLIC OF KENYA**

**PUBLIC PROCUREMENT ADMINISTRATIVE REVIEW BOARD**

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

BETWEEN.....APPLICANT

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

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

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

...of .....20...

**REQUEST FOR REVIEW**

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

- 1.
- 2.
- etc.

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

- 1.
- 2.
- etc

SIGNED .....(Applicant)

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

---

**FOR OFFICIAL USE ONLY**

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

SIGNED  
Board Secretary

APPENDIX I

**IEBC STANDARD**

Item code

**IEBC 03: 2017**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



---

---

**Ballot paper — Specification**

---

---





## **IEBC 03: 2015**

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 Presidential, Governor, Senator, Member of National Assembly, County Woman Member of the National Assembly, Member of County Assembly election and Referendum.

### 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<sup>2</sup>/g**

Units for tear factor

### 3.7 gsm

grams per square metre

### 3.8

**m** metre

### 3.9 g/m<sup>2</sup>

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 1-Presidential Ballot paper

The background portion of the ballot paper shall be plain white

#### 4.1.2 Type 2- Member of the National Assembly Ballot paper

The ballot paper shall be Green of colour code of 352 U according to pantone formula guide for the background.

#### 4.1.3 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

#### 4.1.4 Type 4- Senator Ballot paper

The ballot paper shall be yellow of colour code of 3935 U according to pantone formula guide for the background.

#### 4.1.5 Type 5- County Woman Member of the National Assembly Ballot paper

The ballot paper shall be Purple of colour code of 250 U according to pantone formula guide for the background

#### 4.1.6 Type 6- Governor Ballot paper

The ballot paper shall be Sky Blue of colour code of 658 U according to pantone formula guide for the background

#### 4.1.7 Type 7-Referendum ballot paper

The colour of the ballot paper shall be 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 Presidential, Senator, Member of the National Assembly, County Woman Member of the National Assembly, Governor, Member of County Assembly elections and referendum ballot papers shall match colour codes specified in Clause 4.1 respectively.

#### 4.2.4.3 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  $\pm 1$ .

### 4.2.5 Security features

The Presidential, Governor, Senator, Member of the National Assembly, County Woman Member of the National Assembly, Member of County Assembly and referendum 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

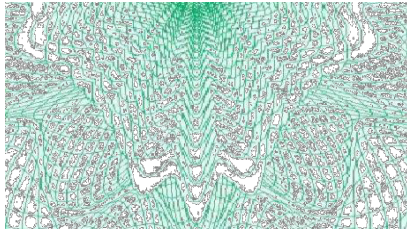
IEBC 2017 — All rights reserved



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.

### 4.2.5.5 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**

### 4.2.5.6 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.

### 4.2.5.7 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 Senator, Member of National Assembly, County Woman Member of the National Assembly, Member of County Assembly and Referendum ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### 4.2.6.1.2 148 x 315 mm ballot paper booklet

The Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### **4.2.6.1.3 148 x 440 ballot paper booklet**

The Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### **4.2.6.1.4 148 x 620 ballot paper booklet**

The Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### **4.2.6.1.5 148 x 780 ballot paper booklet**

The Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### **4.2.6.1.6 148 x 980 ballot paper booklet**

The Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $40 \pm 1.0$  mm and length,  $148 \pm 1.0$  mm when tested in accordance with KS 03.

### **4.2.6.2 Perforations Presidential and Governor ballot paper**

The Presidential and Governor ballot paper shall have a counterfoil piece and the vote casting piece with a perforation separation. The width of the counterfoil piece shall be  $40 \pm 1.0$  mm and length,  $210 \pm 1.0$  mm when tested in accordance with KS 03.

## 4.2.7 Tampered Serialization

**4.2.7.1** Each ballot paper shall be serialized with tampered number codes as specified by IEBC. The serialization shall be done with permanent ink.

**4.2.7.2** The serial number on the counterfoil shall be the same as that of the vote casting piece.

## 4.3 Dimensions

The dimensions of the ballot paper shall depend on the number of candidates and type of elections.

### 4.3.1 Referendum election

The A5 (148mm x 210 mm) ballot paper booklet shall be used for this type of election. When tested in accordance with KS 03, the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

**4.3.2 Dimensions for Senator, Member of the National Assembly, County Woman Member of the National Assembly and Member of the County Assembly ballot paper shall be as follows:**

#### 4.3.2.1 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  $\pm 1.0$  mm on width and  $\pm 0.5$  mm on length of successive sheets within a ballot booklet.

#### 4.3.2.2 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### 4.3.2.3 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.2.4 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.2.5 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.2.6 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet. When candidates are more than 30, A3 (297mm x 420mm) ballot paper shall be used.

### **4.3.3 Dimensions for presidential and Governor ballot paper shall be as follows:**

#### **4.3.3.1 210mm x 297 mm ballot paper booklet**

The A4 ballot paper booklet shall be used when the number of candidates in an election shall be from 2 to 6 candidates. The ballot paper booklet shall be of A4 in size (297mm x 210 mm) when tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.3.2 210mm x 440 mm ballot paper booklet**

The 210mm x 440 mm ballot paper booklet shall be used when the number of candidates in an election shall be 7 to 11 candidates. When tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.3.3 210mm x 620 mm ballot paper booklet**

The 210mm 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.3.4 210mm x 780 mm ballot paper booklet**

The 210mm 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.3.3.5 210mm x 980 mm ballot paper booklet**

The 210mm x 980 mm ballot paper booklet shall be used when the number of candidates in an election shall be 23 and above. When tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet. .

### **4.4 Vote casting piece**

#### **4.4.1 Vote casting piece for Referendum ballot paper**

The vote casting piece for Referendum ballot paper shall be 148 mm in width and 170mm in length when tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

#### **4.4.2 Vote casting piece for Senator, Member of the National Assembly, County Woman Member of the National Assembly, Member of the County Assembly ballot paper shall be as follows.**

##### **4.4.2.1 148mm x 210 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly, County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

##### **4.4.2.2 148mm x 315 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

##### **4.4.2.3 148mm x 440 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

## **4.4.2.4 148mm x 620 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

## **4.4.2.5 148mm x 780 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

## **4.4.2.6 148mm x 980 mm ballot paper booklet**

The vote casting piece for the Senator, Member of the National Assembly , County Woman Member of the National Assembly and 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

## **4.4.3 Vote casting piece for Presidential and Governor ballot papers shall be as follows.**

### **4.4.3.1 210mm x 297 mm ballot paper booklet**

The vote casting piece for the Presidential and Governor Ballot papers shall be 210 mm in width and 257mm in length when tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

### **4.4.3.2 210mm x 440 mm ballot paper booklet**

The vote casting piece for the Presidential and Governor Ballot papers shall be 210 mm in width and 400mm in length when tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

### **4.4.3.3 210mm x 620 mm ballot paper booklet**

The vote casting piece for the Presidential and Governor Ballot papers shall be 210 mm in width and 580mm in length when tested in accordance with KS 03 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  mm on successive sheets within a ballot booklet.

**4.4.3.4**

The vote casting piece for the Presidential and Governor Ballot papers shall be 210 mm in width and 740mm 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.

**4.4.3.5 210mm x 980 mm ballot paper booklet**

The vote casting piece for the Presidential and Governor Ballot papers shall be 210 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.

**4.4 Number of ballot papers in a ballot paper booklet**

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

**4.5 Physical characteristics**

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

**4.6 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.

**4.7 Paper requirements**

**4.7.1 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.

**4.7.2 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.m <sup>2</sup> /g) min.	55	<b>KS 420-8</b>
iii.	Breaking length, (m) min.	2 700	KS ISO 1924-2
iv.	Moisture content, (%) range	4 - 7	KS ISO 287

## 5.4.3.4 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.

**5.1.2** The Ballot paper booklets of the same type and same elections shall be packed together.

**5.1.3** Packing and distribution list for each type of ballot paper booklets shall be enclosed in each package.

**5.1.4** Bulk packages for all Ballot paper shall contain packing list summary for each election in addition to the list specified in 5.1.3.

**5.1.5** 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:

- a) manufacturer's name ;
- b) registered trade mark, if any;
- c) the words " IEBC Presidential or Governor or Senator or Member of the National Assembly or County Woman Member of the National Assembly and Member of the County Assembly";
- d) number of ballot papers;
- e) the serial number of the first and the last ballot paper bound in the booklet;
- f) IEBC logo in full colour;
- g) Year of issue;
- h) Batch number;

#### 5.2.3 Packing list

Packing list for Presidential, Governor, Senator, Member of National Assembly, County woman member of National assembly, Member of the County Assembly and Referendum ballot papers shall be legibly and indelibly marked with the following information:

- a) the words "IEBC PRESIDENTIAL OR GOVERNOR OR SENATOR OR MEMBER OF THE NATIONAL ASSEMBLY OR COUNTY WOMAN MEMBER OF THE NATIONAL ASSEMBLY, MEMBER OF THE COUNTY ASSEMBLY AND REFERENDUM PACKING LIST (as applicable);
- b) the words „ Independent Electoral and Boundaries Commission";
- f) the number of ballot papers;



- g) ~~4.3.4~~ the number of ballot paper booklets;
- h) the lowest and highest serial number of the ballot papers;
- j) space for package number(s);
- k) space for name and signature of Returning Officer;
- l) space for date;
- m) 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:

- a) manufacturer"s name ;
- b) registered trade mark, if any;
- c) the words "IEBC Presidential or Governor or Senator or Member of the National Assembly or County Woman Member of the National Assembly and Member of the County Assembly or Referendum";
- d) the number of ballot paper booklets;
- e) batch number;

Annex A  
(Informive)

Typical sample of the ballot paper for  
Presidential/Governor

PROOF 5  
P&G 01  
PRESIDENTIAL  
10-01-12

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION  
COUNTERFOIL: PRESIDENTIAL ELECTION 4th MARCH 2013

PR 0000001

FORM 25  
(r.68(1)(a))

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION  
BALLOT PAPER: PRESIDENTIAL ELECTION 4th MARCH 2013

IEBC

PR 0000001











**INSTRUCTIONS TO VOTER:**

1. Mark the paper by passing 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 MFIKA KURA:**

1. Weka alama kwenye nafasi iliyogawa kwa jina la chama / mgenembaji au picha ya chama ungependa kuchagua.
2. Weka alama kwa mgenembaji mmoja tu.
3. Usiwake alama yoyote nyingine kwenye karatasi ya kura.
4. Kurage karatasi katiwa kutobwa kwa njia ya kuficha kura yako halafu tumbukiza kwenye sanduku.

**VOTER'S MARK/LAMA YA KURA:** Tick / Cross / Thumbprint / or any mark.

Party/Candidate Symbol	Presidential Candidate Photo and Name	Deputy Presidential Name	Voter's Mark/Alama ya kura
 AAAA	 FIRST NAME 1 SURNAME 1	FIRST NAME 1a SURNAME 1a	
 AAAA	 FIRST NAME 2 SURNAME 2	FIRST NAME 2a SURNAME 2a	
 AAAA	 FIRST NAME 3 SURNAME 3	FIRST NAME 3a SURNAME 3a	
 AAAA	 FIRST NAME 4 SURNAME 4	FIRST NAME 4a SURNAME 4a	
 AAAA	 FIRST NAME 5 SURNAME 5	FIRST NAME 5a SURNAME 5a	

**IEBC 03: 2017**

Item code

**Annex B  
(Informative)**

Typical sample of the ballot paper for Senator, Member of the National Assembly, County Woman Member of the National Assembly , Member of the County Assembly

CE 0135 / CU1450-148x230v 4

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


CONSTITUENCY : BALAMBALA 028 CA 0135  
 WARD : BALAMBALA 0135

---

**INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION** **FORM 30  
(r.6B(1)(f))**

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

CONSTITUENCY : BALAMBALA 028  
 WARD : BALAMBALA 0135



CA 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. Usiweke alama yeyote nyingine kwenye karatasi ya kura.
4. Kunja karatasi ka tikati kutoka kushoto kwenda kulia ili kuficha kura yako halafu tumbukiza kwenye sanduku.

**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 C (normative)**  
**Test procedure for Guilloche patterns**

**B.1** Apparatus

**B.1.1** Magnifying lens X 10 or printers eyeglass X10

**B.2** Procedure

**B.2.1** View the Guilloche pattern using apparatus as stated in clause B.1.1 in this annex.

**B.2.2** 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, COUNTY AND NATIONAL - 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 BOUNDARIES COMMISSION (IEBC)**

**AND**

Anniversary towers, 6th floor  
P.O. Box 45371, Nairobi 00100, Tel.: (+ 254 020) 222072, Fax:  
E-Mail: [info @iebc.or.ke](mailto: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, County and National - 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, County and National level 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 Ballot paper-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 34B, 34C, 35B, 36B, 37B, 37C, 38B, 38C, 39B and 39C**

a Statutory Election Result Declaration Form used by IEBC officials for declaration of results at Constituency/ County/ national elections

**3.4**

**Form 34D**

a certificate of results for presidential elections

**3.5**

**Form 35C,36C, 37D, 38D and 39D**

a certificate of results for Governor, Senator, Member of the National Assembly, County Woman Member of the National Assembly and member of County Assembly elections.

**3.6**

**Security feature**

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

**3.7**

**mN.m<sup>2</sup>/g**

millinewton square metres per gram

**3.8**

**gsm**

grams per square metre

**3.9**

**m**

metres

**3.10**

**g/m<sup>2</sup>**

grams per square metre

**3.11**

**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, County and National level both back and front shall be as follows;

**4.1.1 Form (Statutory Election Result Declaration form to be used at the Constituency, County and National level)**

**4.1.1.1 Form 34 B and 24 C for president**

The background portion of the form 34 B and 34 C shall be plain white

**4.1.1.2 Form 35B for Member of the National Assembly**

The background of the form shall be Green of colour code of 352 U according to pantone formula guide.

**4.1.1.3 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

**4.1.1.4 Form 38 B and 38 C for Senator**

The background of the forms shall be yellow of colour code of 3935 U according to pantone formula guide.

**4.1.1.5 Form 39 B and 39 C for County Woman Member of the National Assembly**

The background of the forms shall be Purple of colour code of 250 U according to pantone formula guide

**4.1.1.6 Form 37B and 37 C for Governor**

The background of the forms shall be Sky Blue of colour code of 658 U according to pantone formula guide.

**4.1.2 Form 34D (certificate of results for presidential Election)**

The background portion of the form 34B shall be plain white

**4.1.3 Form 35C, 36C, 37D, 38D and 39D (Certificate of Results of National Assembly/Woman Representative /Senate/County Governor/County Assembly Election)**

**4.1.3.1 Form 35C for Member of the National Assembly Member**

The background of the form shall be Green of colour code of 352 U according to pantone formula guide

**4.1.3.2 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

**4.1.3.3 Form 38 D for Senator**

The background of the form shall be yellow of colour code of 3935 U according to pantone formula guide.

**4.1.3.4 Form 39D for County Woman Member of the National Assembly**

The background of the form shall be Purple of colour code of 250 U according to pantone formula guide.

**4.1.3.5 Form 37 D for Governor**

The background of the form shall be Sky Blue of colour code of 658 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,

County and National level 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, County and National level shall be as specified in this Standard and by IEBC. A sample of the form specimen is illustrated in Annex A , B,C,D,E,F,G,H,I,J,K,L,M,N.O and P.

##### **4.2.2.1 Format**

The font and the layout of the print shall be as specified by IEBC and illustrated in Annex A , B,C,D,E,F,G,H,I,J,K,L,M,N.O and P.

##### **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, County and National level shall be as specified by IEBC and illustrated in Annex A , B,C,D,E,F,G,H,I,J,K,L,M,N.O and P.

#### **4.2.3 Security features**

The Statutory Election Result Declaration Form to be used at the Constituency, County and National level 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, County and National level 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, County and National level 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, County and National level, when exposed to a photocopying process, the copy of the form shall display the anti-copy features.

**4.2.3.4 Tampered Serialization**

Statutory Election Result Declaration Form to be used at the Constituency, County and National level shall be serialized with tampered 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, County and National level shall be as shown in the table 1 below when tested in accordance with KS ISO 216 and the tolerance shall be  $\pm 1.0$  mm on width and length and  $\pm 0.5$  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 37 for Presidential, Form 38 for Governor, Senator, Member of National Assembly, County Woman Member of the National Assembly and Member of County Assembly elections.
2.	297 x 420 mm (A3)	Declaration of Election result at the Constituency, County and National level

**4.5 Physical characteristics**

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

**4.6 Light fastness**

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

**4.7 Paper requirements****4.7.2 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 <sup>2</sup> /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 Statutory Election Result Declaration Form to be used at the Constituency, County and National level shall be packed in corrugated fibre boxes or any other suitable material that prevents it from being damaged during storage and transportation.

**5.1.1** The Statutory Election Result Declaration Form to be used at the Constituency, County and National level of each elections shall be packed as specified by IEBC.

**5.1.2** Packing and distribution list of the Statutory Election Result Declaration Form to be used at the Constituency, County and National level shall be enclosed in each package.

### **5.2 Marking**

#### **5.2.1 Marking on the outer cover of the package**

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

- a. manufacturer's name ;
- b. registered trade mark, if any;
- c. the word IEBC and the logo;
- d. name of the form;
- e. elective position;
- f. number of forms;
- g. the serial number of the first and the last form in a package;
- h. Year of issue;

Annex A (informative) Specimen for form 34B

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 34 B**

**(r. 87(1)(a))**

**COLLATION OF PRESIDENTIAL ELECTION RESULTS AT THE CONSTITUENCY TALLYING CENTRE**

S/Number.....

Constituency.....Code.....  
 ...

County.....Code.....

Polling Station Code	Name of Polling Station	Registered Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots

**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						

Name of the Constituency Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

Handing Over - Taking Over at the National Presidential Tallying Centre

<b><u>HANDING OVER</u></b>	<b><u>TAKING OVER</u></b>
Number of <b>FORM 34 A</b> submitted: .....	Number of <b>FORM 34 A</b> received: .....
Name of the Constituency Returning Officer: .....	Commission Chairperson: .....
ID Number: .....	ID Number: .....
Signature: .....	Signature: .....
Date: .....	Date: .....
Time: .....	Time: .....



**Annex B (informative) Specimen for form 34C**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 34 C**

**(r.87(4)(b))**

**DECLARATION OF RESULTS FOR ELECTION OF THE PRESIDENT OF THE REPUBLIC OF KENYA AT THE NATIONAL TALLYING CENTRE**

S/Number: .....

Name of National Tallying Centre: .....

County Code	County Name	Const. Code	Constituency Name	Polling Station Code:	Polling Station Name	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots
	<b>County Sub-Total</b>									
	<b>%age</b>									
	<b>County Sub-Total</b>									
	<b>%age</b>									
	<b>NATIONAL TOTAL</b>									
	<b>%AGE</b>									

No.	Name of Candidate	Valid Votes in Figures	Percentage of votes cast	Number of Counties the Candidate has attained at least 25% of Total Valid Votes Cast


**Aggregate Results**

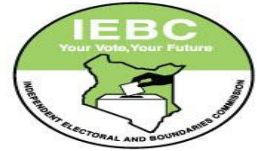
Signatures of Candidates or Agents

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

Commission Chairperson: .....  
 ID Number: .....  
 Signature: .....  
 Date: .....

Annex C (informative) Specimen for form 34D

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 34 D**

**(r.87(4)(f))**

**CERTIFICATE OF THE PRESIDENT-ELECT OF THE REPUBLIC OF KENYA**

The Chairperson of the Independent Electoral and Boundaries Commission hereby declares that.....of ID No.....has been duly elected as the President of the Republic of Kenya under the provisions of Article 138 of the Constitution in the Presidential Election held on .....day of .....20.....

Chairperson of IEBC: .....  
Signature: .....  
Dated this.....Day of....., 20.....

**Stamp**

Annex D (informative) Specimen for form 35B

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 35 B**

**(r.83(1)(d))**

**DECLARATION OF MEMBER OF NATIONAL ASSEMBLY ELECTION**

**RESULTS AT THE CONSTITUENCY TALLYING CENTRE**

S/Number.....

Name of Constituency: ..... Code: .....

Polling station code	Name of Polling station	Reg. Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots
<b>Total</b>							

**Aggregate Results**

No.	Name of Candidate	Valid Votes in Figure	Valid Votes in Words

**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: .....

**STAMP**

**Annex E (informative) Specimen for form 35C**

**INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION**



**Form 35 C**

**(r.83(1)(f))**

**CERTIFICATE OF ELECTED MEMBER OF NATIONAL ASSEMBLY**

The Constituency Returning Officer hereby declares that ..... of ID No.....has been duly elected as the Member of National Assembly for ..... Constituency in the election held on .....day of .....20.....

**Constituency Returning Officer:** .....

Signature: .....

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

**Stamp**

**Annex F (informative) Specimen for form 36B**



**FORM 36 B**

**(r.83(1)(d))**

**DECLARATION OF MEMBER OF COUNTY ASSEMBLY ELECTION RESULTS AT THE CONSTITUENCY TALLYING CENTRE**

S/Number: .....

Name of Constituency: .....Code: .....

Name of County Assembly Ward: .....Code: .....

Polling Station code	Name of Polling Station	Registered Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots
<b>Total</b>							

**Aggregate Results**

No.	Name of Candidate	Valid Votes in Figure	Valid Votes in Words

**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**

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

Constituency Returning Officer: .....

ID Number: .....

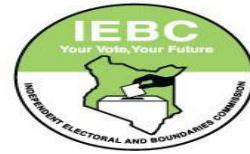
Signature: .....

Date: .....



Annex G (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 on .....day of .....20.....

Constituency Returning Officer: .....

Signature: .....

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

**Stamp**

Annex H (informative) Specimen for form 37B

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 37 B**

(r.

**87(1)(a))**

**COLLATION OF COUNTY GOVERNOR  
ELECTION RESULTS AT THE**

**CONSTITUENCY TALLYING CENTRE**

S/Number.....

Constituency.....Code.....

County.....Code.....

Name of Constituency Tallying Centre .....

Polling Station Code	Name of Polling Station	Reg. Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots

**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						

Name of the Constituency Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

**Handing Over - Taking Over at the County Tallying Centre**

<b><u>HANDING OVER</u></b>	<b><u>TAKING OVER</u></b>
Number of <b>FORM 37 A</b> submitted: .....	Number of <b>FORM 37 A</b> received: .....
Name of the Constituency Returning Officer: .....	County Returning Officer: .....
ID Number: .....	ID Number: .....
Signature: .....	Signature: .....
Date: .....	Date: .....
Time: .....	Time: .....

**Annex I (informative) Specimen for form 37C**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 37 C**

**(r.87(2)(b))  
DECLARATION OF THE COUNTY  
GOVERNOR ELECTION RESULTS AT  
THE COUNTY TALLYING CENTRE**

S/Number.....

County .....Code.....

Name of County Tallying Centre.....

Constituency Code	Constituency Name	Polling Station Code	Name of Polling Station	Name of Candidate	Name of Candidate	Name of Candidate	Votes Cast	Rejected Votes	Valid Votes
<b>Constituency Sub-Total</b>									
<b>Constituency Sub-Total</b>									
<b>County Total</b>									

**Aggregate Results**

No.	Name of Candidate	Valid Votes in Figure	Valid Votes in Words

Signatures of Agents or/and Candidates

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

County Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

**Annex J (informative) Specimen for form 37D**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 37 D**

**(r.87(2)(d))**

**CERTIFICATE OF THE ELECTED  
COUNTY GOVERNOR**

The County Returning Officer hereby declares that ..... of ID  
No .....has been duly elected as the **County Governor** for  
..... County in the election held on .....day of .....  
20.....

County Returning Officer: .....

Signature: .....

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

**Stamp**

**Annex K (informative) Specimen for form 38B**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 38 B**

**(r.87(1)(a))**

**COLLATION OF SENATE ELECTION  
RESULTS AT THE CONSTITUENCY  
TALLYING CENTRE**

S/Number.....

Constituency.....Code.....

County.....Code.....

Name of Constituency Tallying Centre .....

Polling Station Code	Name of Polling Station	Reg. Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots

**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						

Name of the County Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

Handing Over - Taking Over at the County Tallying Centre

<b><u>HANDING OVER</u></b>	<b><u>TAKING OVER</u></b>
Number of <b>FORM 38 A</b> submitted: .....	Number of <b>FORM 38 A</b> received: .....
Name of the Constituency Returning Officer: .....	County Returning Officer: .....
ID Number: .....	ID Number: .....
Signature: .....	Signature: .....
Date: .....	Date: .....
Time: .....	Time: .....



**Annex L (informative) Specimen for form 38C**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 38 C**

**(r.87(2)(b))  
DECLARATION OF SENATE  
ELECTION RESULTS AT THE  
COUNTY TALLYING CENTRE**

S/Number.....

Name of County .....Code.....

Name of County Tallying Centre.....

Constituency Code	Constituency Name	Polling Station Code	Name of Polling Station	Name of Candidate 1	Name of Candidate 2	Name of Candidate 3	Valid Votes	Rejected Ballots
<b>Constituency Sub-Total</b>								
<b>Constituency Sub-Total</b>								
<b>County Total</b>								

**Voter Turn Out**

Total number of registered voters: .....

Total number of voters who turned out to vote: .....

Percentage of Voter turnout: .....

**Aggregate Results**

No.	Name of Candidate	Valid Votes in Figure	Valid Votes in Words

Signatures of Agents or/and Candidates

<i>No.</i>	<i>Candidates or Candidates' Agents name</i>	<i>Candidates or Candidates' Agents ID Number</i>	<i>Party / independen t candidate</i>	<i> Contac t</i>	<i>Candidates or Candidates' Agents signature</i>	<i>Dat e</i>
1						
2						
3						

County Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

**Annex M (informative) Specimen for form 38D**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 38 D**

**(r.87(2)(d))**

**CERTIFICATE OF THE ELECTED  
SENATOR**

The County Returning Officer hereby declares that ..... of ID  
No .....has been duly elected as the Senator for  
..... County in the election held on .....day of .....  
20.....

County Returning Officer: .....  
Signature: .....  
Dated this.....Day of....., 20.....

**Stamp**

**Annex N (informative) Specimen for form 39B**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 39 B**

**(r.87(1)(a))**

COLLATION OF COUNTY WOMAN  
MEMBER TO THE NATIONAL ASSEMBLY ELECTION RESULTS AT THE CONSTITUENCY TALLYING

S/Number.....

Constituency.....Code.....

County.....Code.....

Name of Constituency Tallying Centre.....

Polling Station Code	Name of Polling Station	Registered Voters	Candidate 1	Candidate 2	Candidate 3	Total Valid Votes	Rejected Ballots

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						

Name of the County Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

Handing Over - Taking Over at the County Tallying Centre

<b><u>HANDING OVER</u></b>	<b><u>TAKING OVER</u></b>
Number of <b>FORM 39 A</b> submitted: .....	Number of <b>FORM 39 A</b> received: .....
Name of the Constituency Returning Officer: .....	County Returning Officer: .....
ID Number: .....	ID Number: .....
Signature: .....	Signature: .....
Date: .....	Date: .....
Time: .....	Time: .....

**Annex O (informative) Specimen for form 39C**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 39 C**

**(r.87(2)(b))**

**DECLARATION OF COUNTY WOMAN**

**MEMBER TO THE NATIONAL ASSEMBLY ELECTION RESULTS AT THE COUNTY TALLYING CENTRE**

S/Number.....

County.....Code.....

Name of County Tallying Centre.....Code.....

Constituency Code	Constituency Name	Polling Station Code	Name of Polling Station	Name of Candidate	Name of Candidate	Name of Candidate	Votes Cast	Rejected Votes	Valid Votes
<b>Constituency Sub-Total</b>									
<b>Constituency Sub-Total</b>									
<b>County Total</b>									

**Voter Turn Out**

Total number of registered voters: .....

Total number of voters who turned out to vote: .....

Percentage of Voter turnout: .....

**Aggregate Results**

No.	Name of Candidate	Valid Votes in Figure	Valid Votes in Words

Signatures of Agents and Candidates

<i>No.</i>	<i>Name of Candidate or Agent</i>	<i>ID/Passport No.</i>	<i>Party Name/ Independen t Candidate</i>	<i>Tel. Contac t</i>	<i>Signature</i>	<i>Dat e</i>
1						
2						
3						

County Returning Officer: .....

ID Number: .....

Signature: .....

Date: .....

**Annex P (informative) Specimen for form 39D**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 39 D**

**(r.87(2)(d))**

**CERTIFICATE OF ELECTED COUNTY  
WOMAN MEMBER**

TO THE NATIONAL ASSEMBLY

The County Returning Officer hereby declares that ..... of ID  
No .....has been duly elected as the **County Woman Member**  
**to the National Assembly** for ..... County in the  
election held on .....day of .....20.....

County Returning Officer: .....

Signature: .....

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

**Stamp**





**INDEPENDENT ELECTORAL AND BOUNDARIES**

**APPENDIX III**

---

---

**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 Ballot paper-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**

**IEB**

**C**

Independent Electoral and Boundaries Commission

**3.  
2**

**Statutory Election Result declaration forms**

Statutory document described in Elections (General) regulations 2012)

**3.  
3**

**Form 34 A**

A Statutory election result declaration form used by IEBC officials for declaration of presidential results at the polling station

**3.4**

**Form 35A,36A,37A,38A and 39A**

A Statutory Election result declaration form used by IEBC officials for declaration of results at the polling stations for Governor, senator, Member of the National Assembly, County Woman Member of the National Assembly and Member of County Assembly elections.

**3.5**

**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 tampered with.

**3.6**

**mN.m<sup>2</sup> /**

**g**

millinewton square metres per gram

**3.7**

**gs**

**m**

grams per square metre

**3.8**

**m**

metre

**3.9**

**g/m<sup>2</sup>**

grams per square metre

**3.10**

**Light Fastness**

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

**3.11**

**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

### **3.12**

#### **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.

### **3.13**

#### **Front sheet**

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

### **3.14**

#### **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, B, C, D, E and F. 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,B,C,D,E and F.



#### **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,B,C,D,E and F.

### **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 34A for presidential election**

The background portion of the form 34 shall be plain white

#### **4.3.2 Form 35A for Member of the National Assembly Member**

The background of the form shall be Green of colour code of 352 U according to pantone formula guide

#### **4.3.3 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

#### **4.3.4 Form 38A for Senator**

The background of the form shall be yellow of colour code of 3935 U according to pantone formula guide.

#### **4.3.5 Form 39A for County Woman Member of the National Assembly**

The background of the form shall be Purple of colour code of 250 U according to pantone formula guide.

#### **4.3.6 Form 37A for Governor Ballot paper**

The background of the form shall be Sky Blue of colour code of 658 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  $90 \pm 5$  % 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  $\pm 1.0$  mm on width and length and  $\pm 0.5$  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**

<b>SL No.</b>	<b>Characteristic</b>	<b>Requirement</b>	<b>Test method</b>
i	Substance, (gsm)	55 ± 5 %	KS ISO 536
ii	Tear factor, (mN.m <sup>2</sup> /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:

- a) manufacturer's name;
- b) registered trade mark, if any;
- c) the word IEBC and the logo;
- d) name of the Statutory Election Result Declaration form to be used at the Polling Station;
- e) elective position;
- f) County and constituency name;
- g) Election date.

## Annex A (informative) Specimen for form 34A

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**Form 34 A**

**(r.79(2)(a))**

### PRESIDENTIAL 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
<b>Total number of valid votes cast</b>	

**Polling Station Counts**

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:**

.....  
 .....  
 .....  
 .....  
 .....

**Annex B (informative) Specimen for form 35A**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**MEMBER OF NATIONAL 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 number of Valid Votes cast	

Polling Station Counts:

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:

.....  
 .....  
 .....  
 .....  
 .....  
 .....

**Annex C (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 Counts**

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:**

.....  
 .....



.....  
 .....  
 .....  
 .....  
 .....

**Annex D (informative) Specimen for form 37A**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



**FORM 37 A**

(r.79(2)(b))

**COUNTY GOVERNOR 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
<b>Total valid votes cast</b>	

**Polling Station Counts**

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:**

.....  
 .....  
 .....  
 .....  
 .....  
 .....

**Annex E (informative) Specimen for form 38A**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



FORM 38 A

(r.79(2)(b))

**SENATE 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
<b>Total valid votes cast</b>	

**Polling Station Counts**

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:

.....  
 .....  
 .....  
 .....  
 .....  
 .....

**Annex F (informative) Specimen for form 39A**

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION



## COUNTY WOMAN MEMBER TO THE NATIONAL ASSEMBLY ELECTION RESULTS AT THE POLLING STATION

S/Number.....  
 Name of Polling Centre: .....Code.....  
 Polling Station No: .....  
 Ward.....Code.....  
 Constituency.....Code.....  
 County.....Code.....

Number of votes cast in favour of each candidate:

Name of Candidate	No. of Valid Votes Obtained
<b>Total valid votes cast</b>	

### Polling Station Counts

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:

.....  
.....  
.....  
.....  
.....  
.....