

INDEPENDENT ELECTORAL AND BOUNDARIES COMMISSION

**TENDER NO IEBC/32/2016-2017:
SUPPLY, DELIVERY, INSTALLATION, TESTING,
COMMISSIONING AND SUPPORT OF THE KENYA
INTEGRATED ELECTIONS MANAGEMENT SYSTEMS
(KIEMS)**

**CLOSING DATE: WEDNESDAY 9TH JANUARY, 2017
11.00AM EASTAFRICAN TIME**

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SECTION I - INVITATION TO TENDER

DATE: 16TH DECEMBER, 2016

TENDER REF NO: IEBC/ 32/2016-2017

TENDER NAME: SUPPLY, DELIVERY, INSTALLATION, TESTING, COMMISSIONING AND SUPPORT OF THE KENYA INTERGRATED ELECTIONS MANAGEMENT SYSTEM (KIEMS)

- 1.1 The Independent Electoral and Boundaries Commission (IEBC) invites sealed bids from eligible candidates for supply of Kenya Integrated Elections Management System which includes Biometric Voter Registration, Voter Identification, Electronic Results Transmission and Candidate Registration systems.
- 1.2 Interested eligible candidates may obtain further information from and inspect the tender documents at IEBC head office located at University Way, Anniversary towers 5th floor procurement office during normal working hours.
- 1.3 A complete set of tender documents may be obtained by interested candidates upon payment of non-refundable fees of Kshs.1,000 in cash or Bankers cheque payable to

**The Chief Executive officer/Commission Secretary;
The Independent Electoral and Boundaries Commission;
P.O Box 45371-00100
NAIROBI**

Tender documents may also be downloaded by interested tenderers free of charge from the IEBC website www.iebc.or.ke or from the IFMIS tender portal: supplier.treasury.go.ke using - Link to GOK tenders.

- 1.4 There shall be a pre-bid conference at 10.00 a.m on 23rd December, 2016 at the Safari Club Hotel, along **University Way, Nairobi**.
- 1.5 Completed tender documents and sample 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 5th Floor reception, Anniversary Towers, so as to be received on or before **9th January, 2017, at 11.00a.m. East African.**

- 1.6 Prices quoted should be net inclusive of all taxes and delivery, in Kenya Shillings or easily convertible currency and shall remain valid for 120 days from the closing date of the tender.

- 1.7 All bids must be accompanied by a bid security of Kenya Shillings Thirty Million (KES 30,000,000) 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 150 days after bid submission deadline.
- 1.8 Tenders will be opened immediately thereafter, at the, at the Safari Club Hotel, along **University Way, Nairobi.**

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) Manufacturer's Authorization Form
- (xiii) 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

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

2.14.1 The tender security shall be in the amount of Thirty Million Kenya Shillings (KES.30,000,000).

2.14.2 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

2.14.3 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.

2.14.4 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

2.14.5 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.

2.14.6 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

2.14.7 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," **9th January , 2017, at 11.00a.m. East African.**

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 not later than **9th January, 2017, at 11.00a.m. East African.**

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 **9th January, 2017, at 11.00a.m. East African.**

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

INSTRUCTIONS TO TENDERERS REFERENCE	PARTICULARS OF APPENDIX TO INSTRUCTIONS TO TENDERS
2.1.1	Open to all eligible tenderers for supply, delivery Installation, Commissioning and Support of Kenya Integrated Elections Management System
2.1.4	Tenderer to provide a declaration on oath that neither the company nor the directors are subject to investigation or litigation on corruption and/or fraudulent practices
2.3.2	A complete set of tender documents may be downloaded by interested tenderers free of charge from the IEBC website at www.iebc.or.ke and also from the IFMIS tender portal: supplier.treasury.go.ke using – Link to GOK tenders.
2.5.1	<p>The Commission shall only sent to all prospective tenderers that have received the tender document, written copies of responses to the queries relevant to the bid document or specifications that necessitate additional information for the clarification of the documents</p> <p>There shall be a pre-bid conference at 10.00 a.m, on 23rd December, 2016 at the Safari Club Hotel, along University Way, Nairobi.</p>
2.10.4	Tender validity period shall be 120 day from the date of the tender opening
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"> 1. Audited accounts for the latest three consecutive financial years (2013,2014&2015) 2. Registered offices and evidence of business premises. 3. A valid Tax compliance certificate or proof that the authority of that the country of origin does not pay tax 4. Evidence that tenderer has the legal capacity to enter into a contract for the procurement; 5. 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; 6. The person is not debarred from participating in procurement proceedings
2.12.3 (c)	The Commission shall deal with vendor directly not appointed agents or dealers
2.13.4	The Kenya Integrated Elections Management System shall meet the requirement of the Technical specifications in the tender document

2.14.4	The tender security to be provided will be Kenya Shillings Thirty Million (KES.30,000,000) or in another freely convertible currency valid for 150 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 PPRA;
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 unammended printed literature, shall be initialed by the person or persons signing the tender.
2.17.1	The bidders MUST submit two separate envelopes clearly marked TECHNICAL and FINANCIAL bid each with one original and one copy of the tender, enclosed in the outer envelope marked with the tender name and the tender identification number.
2.18.1	The day, date and time of closing the tender will be Monday, 9th January, 2016, at 11.00a.m. East African..
2.19.2	Any withdrawal notice shall NOT be sent by cable or telex but may be send by email
2.20	Tender will be opened on Monday, 9th January, 2016, at 11.00a.m. East African.
2.21	The request for clarification and the response shall be in writing though 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

2.24 Evaluation and Comparison of Tenders

A. Preliminary Evaluation

Responsive	No. Requirements	Responsive or Not Responsive
MR 1	Must Submit a copy of the Certificate of incorporation valid for the last ten (10) years.	
MR 2	Tender security Valid for 120 days from the date of tender closing (Should be included in the Technical Bid envelope)	
MR 3	Must Submit a copy of Valid Tax Compliance certificate or a letter from the authority that the country of origin does not pay tax or tax exempt.	
MR 4	Must submit a dully filled up Confidential Business Questionnaire	
MR 5	Audited accounts for the latest three consecutive years (2013, 2014 &2015 with an average annual turnover of at least Kenya Shillings (Kshs) 3 billion or equivalent in the last three years. (Should be included in the Technical Bid envelope).	

MR 6	Must submit a satisfactory credit rating certificate from accredited credit rating agency (eg PwC, Dun and Bradstreet) or Good Standing Letter from a reputable bank	
MR 7	Tenderers must serialize all pages of the submitted bid	
MR 8	Tenderers must submit a sample system demo, branded with the manufacturer's name and identical to the one described in the technical proposal and it shall be the one to be used during the demonstration and delivered by the bidder upon award.	

At this stage, the tenderer's submission will either be responsive or non-responsive. The non-responsive submissions in any of the Seven (7) mandatory requirements will be eliminated from the entire evaluation process and will not be considered further.

B. Technical Evaluation

STEP 1. Technical Mandatory Requirements

Bidders are required to provide evidence of having the necessary systems functionality and technical capability to successfully deliver the requirements. The bidder **MUST** meet and satisfy all the requirements in this section. Only bidders who meet ALL the requirements for **Step 1** will proceed to **Step 2**.

I. Certifications

S/No	Evaluation Criteria		Max Score
A	Biometric Accuracy Certificate	Evidence	Compliance (Y/N)
A1	The bidder's (prime or consortium partners) proposed solution shall have been evaluated by the NIST and such NIST report shall be added in the tender.	Latest NIST Certificate	
A2	FBI PIV IQS certified for the finger print reader	FBI PIV IQS certificate	
B	Other Certificates		
B1	CE – European Economic Area	A certified copy of the certificate	
B2	FCC – Federal Communication Commission	Certified copy of the certificate	
B3	RoHS – measuring Lead, Cadmium, Mercury,	Certified copy of the certificate	
B4	REACH - registration, evaluation, authorization and restriction of chemicals (EU)	Certified copy of the certificate	

B5	Bidders are required to hold an accredited independent third party certificate of compliance in accordance with ISO 9001 (or equivalent) and ISO 27001 (or equivalent).	Certified copy of the certificate	
C	Technology Ownership		
C1	Bidders are required to provide documentary evidence that the bidder manufactures or otherwise produces the solution offered in their responses to this tender. Where the prime bidder is an integrator of the solution, the bidder is required to provide manufacturer authorization certificate for all the components of the proposed solution offered in their response to this Tender.	Manufacturer authorization for the following components/solutions:- i) Hardware ii) Voter registration iii) Voter identification iv) Results Transmission	
C2	Where a consortium is being proposed, the Consortium must fulfill the requirements on Technology Ownership above.	Manufacturer authorization for the following components/solutions:- i) Hardware ii) Voter registration iii) Voter identification iv) Results Transmission	

II. General System Technical Mandatory Requirements

S/No	Evaluation Criteria		Max Score
A	General Technical Systems Requirements	Evidence	Compliance (Y/N)
A1	The hardware must be easily portable for easy movement by election officials without damage to internal circuitry and should not exceed 1.5kg including the internal battery and all supplied accessories.	Technical Data Sheet	
A2	The proposed Operating system should have the latest an anti-virus program	Technical Data Sheet	
A3	Processor must be minimum quad core (1.1 GHz)	Technical Data Sheet	
A4	High Speed internal memory: 2GB RAM	Technical Data Sheet	
A5	Internal storage: Flash technology	Technical Data Sheet	

A6	SD or micro-SD card reader	Technical Data Sheet	
A7	Able to produce digital reports	Technical Data Sheet	
A8	Automatic local date and time synchronization	Technical Data Sheet	
A9	Shockproof	Technical Data Sheet	
A10	Anti-impact engineering (Up to 0.5 meter drop tested)	Technical Data Sheet	
A11	Dustproof	Technical Data Sheet	
A12	Rugged protection enclosure	Technical Data Sheet	
B	Protective carrying case		
B1	Protective carrying casing must have defined space for each of the system components	Technical Data Sheet	
C	Display		
C1	Minimum size: 7 inches	Technical Data Sheet	
C2	Minimum resolution: 1024 x 600 Pixels - Colour screen (highest definition will be favoured)	Technical Data Sheet	
C3	Sunlight Readable	Technical Data Sheet	
C4	Durable, scratch resistant	Technical Data Sheet	
C5	Tactile screen	Technical Data Sheet	
D	Security		
D1	Ability to remotely disable or wipe out a lost/stolen hardware as long as it is connected.	Technical Data Sheet	
D2	Voter's data should be encrypted.	Technical Data Sheet	
D3	Each hardware must have a unique identification number	Technical Data Sheet	
E	Input Devices		
E1	A keyboard should be available with the system.	Technical Data Sheet	
F	Camera		
F1	Camera minimum 2 Mega pixels	Technical Data Sheet	
F2	Embedded flash	Technical Data Sheet	
F3	Jitter free image quality with image stabilization capabilities	Technical Data Sheet	
F4	LED light to permit low-light image capture	Technical Data Sheet	
F5	Optical Sensor	Technical Data Sheet	

F6	All weather build	Technical Data Sheet	
F7	Lens – Focus area: 3.0 cm to infinity; suitable for biometric facial image capture	Technical Data Sheet	
F8	Brightness: Automatic or manual controlled	Technical Data Sheet	
F9	White Balance: Manual adjust, or Automatic	Technical Data Sheet	
F10	Communication capabilities		
F11	4G/3G /2G/ GSM/GPRS/EDGE	Technical Data Sheet	
F13	Wi-Fi 802.11 b/g/n/ac (2.4G dual band Wi-Fi) and/or Bluetooth	Technical Data Sheet	
F14	USB and/or micro-USB and/or micro SD card i) 32 GB raw storage ii) USB 2.0 interface iii) Plug and play support iv) Solely USB-Powered v) LED data transfer indicators	Technical Data Sheet	
G	Power Autonomy		
G1	The hardware shall have an internal re-chargeable battery. Lithium-Ion or equivalent battery that can supply 12 hours uninterrupted power supply on a single fully charged battery	Technical Data Sheet	
G2	Power bank of at least double the rating capacity of the internal battery	Technical Data Sheet	
G3	Shall have both audible and LED indicators of low charge	Technical Data Sheet	
G4	ON/OFF switch, charge indicators	Technical Data Sheet	
G5	The power plug must be British sockets (BS 1363)	Technical Data Sheet	
H	Character reader		
H1	Embedded OCR or MRZ features in the System for data capture	Technical Data Sheet	
H2	Single Fingerprint reader		
H3	Optical technology	Technical Data Sheet	
H4	Provide a 256 greyscale image	Technical Data Sheet	
H5	Resolution: 500 dpi minimum	Technical Data Sheet	
H6	Single finger print scanner.	Technical Data Sheet	
I	Environmental Conditions		
I1	Temperature: Capability to operate in extreme/diverse environmental conditions	Technical Data Sheet	
I2	Humidity and Temperature	Technical Data Sheet	

	i) Operating Conditions 10 to 45 °C 10% < RH < 75% ii) Storage Conditions 0 to 45 °C 5% < RH < 85%		
J	Warranty and support		
J1	One-year manufacturer backed warranty and support	Technical Data Sheet	

III. Voter Registration Technical Mandatory Requirements

A	Requirements	Evidence	Compliant (Yes/No)
A1	Capture of the ten fingerprints and storage in standard format such as WSQ and JPEG.	Technical Data Sheet	
A2	Registration of facial image in accordance with ICAO standard	Technical Data Sheet	
A3	Perform biometric verification during enrolment of the 10 fingers to ensure no redundancy of the fingers	Technical Data Sheet	
A4	Display quality of the fingerprint captured on user interface	Technical Data Sheet	
A5	Re-capture of fingerprint in case of low quality capture	Technical Data Sheet	
A6	Capture of all alphanumeric fields	Technical Data Sheet	
A7	Secure connection with central site workflow	Technical Data Sheet	
A8	Provide ability to capture the voter particulars according to Technical BVR requirements	Technical Data Sheet	
A9	Provide role-based access control for the client application	Technical Data Sheet	
A10	The system should data entry validation such as: <ul style="list-style-type: none"> i) Validate and capture best quality of the fingerprint. ii) The system should validate and capture best quality of the photo. iii) Alpha fields such as name fields should reject numeric inputs. 	Technical Data Sheet	

A11	System dashboard for all functions of the application including screen navigation and screen selection facilities	Technical Data Sheet	
A12	The system must generate unique elector's number.	Technical Data Sheet	
A13	Provide biometric matching to minimise duplication at source.	Technical Data Sheet	
A14	The system must provide on screen context sensitive help which minimises the need for user manuals.	Technical Data Sheet	
A15	Provide a password management capability.	Technical Data Sheet	
A16	Access to system to be password or biometric controlled. Passwords to be uniquely assigned and usernames pre-configured uniformly to individual users' passwords.	Technical Data Sheet	
A17	Comprehensive auditing and audit trail features including facility to monitor system usage both on-line and in hard copy, showing system activities	Technical Data Sheet	
A18	Full back up, recovery and restore facility within the package to enable complete file restore and recovery.	Technical Data Sheet	
A19	Facility for output / reports should be capable of being directed to a printer, screen or file.	Technical Data Sheet	
A20	The system should be able to securely store captured records on internal and external media as well.	Technical Data Sheet	
A21	The captured records to be transferred and uploaded to the central database securely	Technical Data Sheet	
A22	Ability to warn users of violation of set legislative or electoral requirements e.g. Age must be 18 and above, the system should reject such violations.	Technical Data Sheet	
A23	Where the document used to register a voter is a passport, the passport should be valid otherwise the system should reject.	Technical Data Sheet	
A24	The system shall allow users to display individual voter registration records including registration slip and signature images by selecting from any on-screen summary listing of voter records.	Technical Data Sheet	
A25	The system must capture the voter's	Technical Data Sheet	

	photo as a mandatory field during registration		
A26	Provide ability to import electoral mapping <i>i.e</i> counties, constituencies, wards, registration centre as exported from the central system.	Technical Data Sheet	
B	Integration with the Commission's BVR central system		
B1	The bidder should ensure the system has two way (data in- data out) integration with existing BVR system seamlessly, this should be demonstrated in four weeks of signing of the contract	Written confirmation to ensure the integration	

IV. Voter Identification Technical Mandatory Requirements

A	Requirements	Evidence	Compliant (Yes/No)
A1	Complete standalone and offline solution during the voting day	Technical design document/ Methodology	
A2	Solution to load the data of a polling station into a new hardware/system	Technical design document/ Methodology	
A3	Allows election officials to monitor the status of each hardware/system and monitor voting patterns / turnout at each polling station	Technical design document/ Methodology	
A4	Contain Biometric data on all voters within the polling station and entire constituency as may be configured.	Technical design document/ Methodology	
A5	During the voting process, the operator should be able to access the polling station, full name, date of birth, national ID number/passport as applicable, voter's card number (as applicable), registration status (active/inactive) and the voter's facial image.	Technical design document/ Methodology	
A6	At the end of the Election day, the total of voters verified are displayed and transmitted by each Electronic Voter Identification System.	Technical design document/ Methodology	
A7	Counter that displays the number of voters served	Technical design document/ Methodology	

A8	Voter Identification System will reject the voter who has already voted and show details of the voter voting history.	Technical design document/ Methodology	
B	Storage		
B1	10 fingerprint templates	Technical design document/ Methodology	
B2	Facial image	Technical design document/ Methodology	
B3	Alphanumerical data capture	Technical design document/ Methodology	
C	Finger Print Biometric Authentication		
C1	Position control	Technical design document/ Methodology	
C2	Quality control and visual indicator	Technical design document/ Methodology	
C3	Fingerprint capture and processing	Technical design document/ Methodology	
C4	FAR / FRR (authentication accuracy) must be 70% or higher. Bidder shall share accuracy report.	Technical design document/ Methodology and Demo	
C5	Fingerprint matching (1:N) capacity	Technical design document/ Methodology	
C6	Response time for 1:N matching (the less the better) (less than 5 secs based on constituency records)	Technical design document/ Methodology	
D	Other Authentication Solution		
D1	Provide alternative Solution in case of damaged or missing fingers	Technical design document/ Methodology	
D2	Allow an alternative search other than fingerprint based on name or other unique identifier	Technical design document/ Methodology	
D3	Provide a fast and efficient coherence control between number of voters checked and number of votes in the ballot box	Technical design document/ Methodology	
D4	Biometric validation of voters based on biometric voter registration	Technical design document/ Methodology	

	fingerprint capture	Methodology	
D5	Should not allow identification of voters before opening or after close of voting during election day	Technical design document/ Methodology	
E	Logs and reports		
E1	Provide a comprehensive log of all activities, including supervisor overrides, performed while the System is active	Technical design document/ Methodology	
E2	Store error messages in encrypted audit logs	Technical design document/ Methodology	
E3	Encrypted user logs to identify who has used and modified the system; report of all election functions performed on the system; time-based capture statistics of open, close, log-on, log-off by user ID	Technical design document/ Methodology	
F	Security		
F1	Highly granular role-based access control and user management	Technical design document/ Methodology	
F2	All the data gathered during the voting day shall be encrypted	Technical design document/ Methodology	
F3	The hardware must have a self-test function that allows the user to check the availability of the equipment before the opening of the polling station and ensure that the data stored in the System corresponds with the appropriate polling station.	Technical design document/ Methodology	
F4	Alerts / notices on key system functions like voter identified correctly, mis-identification) should be clear and very visual, avoiding errors by the user.	Technical design document/ Methodology	
F5	Alerts / notices on opening/closing activities should be clear and very visual, avoiding errors by the user.	Technical design document/ Methodology	
F6	The system should provide options to be set-up (mapping of System to a specific polling station)	Technical design document/ Methodology	
F7	All the stored voter data must be encrypted with 128 bit AES encryption within the System	Technical design document/ Methodology	
F8	Systems should be tamper-evident	Technical design	

	while in a storage configuration either in storage or the polling location.	document/ Methodology	
F9	Ability to seal the removable memory hardware with tamper evident cover.	Technical design document/ Methodology	
F10	Ability to cover and seal all exposed ports with a tamper-evident cover coded with individual hardware identification number.	Technical design document/ Methodology	
F11	Timestamp for each transaction to determine the exact day and time a voter was processed.	Technical design document/ Methodology	
F12	Contingency response: Ability to replace a defective Component during Election Day with a new hardware and no data loss.	Technical design document/ Methodology	
G	Integration		
G1	The system should integrate with the current BVRS seamlessly	Technical design document/ Methodology	
G2	Integration capability with other technologies, including user-friendly procedures for transfer of voter data	Technical design document/ Methodology	
G3	Integration with centralized “dashboard” system to give election officials snapshot view of progress of voting	Technical design document/ Methodology	
G4	Integration with results tabulation / publication system	Technical design document/ Methodology	

V. Results Transmission Technical Mandatory Requirements

S/No	Requirements	Evidence	Compliant (Yes/No)
A	Mobile Application		
A1	Provide a mechanism for deployment of software and configuration of remote hardware.	Technical Design Document	
A2	Provide interface for capturing votes per candidates in a given elective positions.	Technical Design Document	
A3	The application should be scalable to accommodate several elective positions such presidential, governor, women rep, CAW, National assembly in general elections, elections in	Technical Design Document	

	institutions, referendum questions or any other elections.		
A4	Integration with the Voter Identification, Candidate Registration System and the Biometric Voter Register for verification of votes cast i.e. Votes cast should not be more than the registered voters of a polling station.	Technical Design Document	
A5	Securely transmit the results over telecommunication network to the Commission for consolidation and publication.	Technical Design Document	
A6	The system should be able to aggregate and display the transmitted results at the tallying centers (Constituency, County, and National).	Technical Design Document	
A7	The application shall have features and capability to scan and transmit images of the official signed forms to a server	Technical Design Document	
B. Backend			
B1	Scalability: The backend system should be able to process at least 15,000 concurrent sessions	Technical Design Document	
B2	System Integration: The solution will be required to have the capacity to import and export data without ongoing support by the software vendor	Technical Design Document	
B3	Provide functionality for reconciliation of provisional results and final official results	Technical Design Document	
B4	Implement a public portal for real-time update and publication of election results on a public portal containing a Map, Graphical display and API for public access of election results	Technical Design Document	
B5	Provide functionality for locking the system to a specific polling station such that results from a specific polling station can only be transmitted from the specific hardware assigned to that station.	Technical Design Document	
C. Reporting			
C1	Ability to generate reports on polling stations that have not transmitted	Technical Design Document	

	results at various intervals per race.		
C2	The solution shall provide tabular and basic bar chart display of the results data at the tallying center.	Technical Design Document	
C3	The central system shall have the functionality to generate a set of predefined reports as will be prescribed by the commission e.g. Election results by Gender, Voter turnout per Elective position, Election results by age group.	Technical Design Document	
C4	The application should also be capable of providing regular reports on voting day events, including but not limited to the following Opening of polling stations, Hourly voter turnout, Closing of polling stations, Start of counting, Finish of counting.	Technical Design Document	
C5	Provide consolidated provisional results on a database which is accessible through common database queries so that the can publish data results.	Technical Design Document	
C6	Develop and implement a system for reconciliation of results against official results by the returning officer at the tallying center.	Technical Design Document	
C7	The System should have a graphical display of results at every tallying center showing the following; Map display of results per candidate, Statistics, tabular display and map display of results per Candidate, Statistics, Map and tabular Election results by Gender, Reports of Voter turnout per Elective position, Ability to aggregate and display the transmitted results at the tallying centers (Constituency, County, and National).	Technical Design Document	
C8	Develop and implement an application for scanning official results forms at the polling station using the proposed System and sending the same to the Returning officer.	Technical Design Document	
C9	Provide an API for publishing official and provisional election results to the public	Technical Design Document	

D. Security			
D1	Provide granular, role based access Control	Technical Design Document	
D2	The application should have the ability to use digital signature on all data transmitted)	Technical Design Document	
D3	Provide tamper-proof logs for all activities and alerts on every transactional event	Technical Design Document	
D4	The access security for the System user level shall include the following parameters: (a) Hardware IMEI, Hardware MAC Address and IP address. (b) Username and Password (c) Polling Station ID	Technical Design Document	

VI. Candidate Management Mandatory Technical Requirements

S/No	Description	Evidence	Compliant (Yes/No)
A	General		
A1	Provide role based user access with granular rights management.	Technical Design Document	
A2	Ability to define different types of Elections and referendum e.g. general election, by-election, referendum and other elections.	Technical Design Document	
A3	Ability to Upload / capture candidates' data onto the software (e.g. Candidate Names, Date of Birth, Gender, Passport photo, ID Number, Profession, Physical Address, Supporters etc.	Technical Design Document	
A4	Ability to capture political party details (Party name, officials, Party Symbol, Abbreviations, etc.)	Technical Design Document	
A5	Ability to change status of a registered candidate to registered, pending, withdrawn, deceased, disqualified or nominated.	Technical Design Document	
A6	Provide a workflow for capturing, verification and approval of independent candidate symbols	Technical Design Document	
A7	Consolidation of nominated candidates' data from all political parties taking part in a particular	Technical Design Document	

	election and race.		
A8	Export candidate details, party and party symbol to the Electronic Results Transmission System (ERTS) in a prescribed format.	Technical Design Document	
A9	Provide a flexible and robust search functionality	Technical Design Document	
A10	Provide a web portal to enable registration of nominated candidates and their supporters by political parties as well as by independent candidates	Technical Design Document	
A11	Provide an web interface for IEBC to integrate with the political party membership register held by the office of the registrar of political	Technical Design Document	
A12	Provide a configurable list of requirement for nomination that is dynamically configured per elective position	Technical Design Document	
A13	Should have a document management workflow for capturing mandatory scanned documents required during nomination	Technical Design Document	
A14	Provide a workflow for submission of party top-up list as per the election laws	Technical Design Document	
B	System Reporting		
B1	Ability to extract different types of reports on the different status of candidates e.g. nominated, disqualified, diseased, withdrawn, pending etc.	Technical Design Document	
B2	Generation of a list of the cleared candidates.	Technical Design Document	
B3	Ability to generate form 34/35 with the candidates cleared	Technical Design Document	
B4	Ability to generate certificate of nomination (form 21)	Technical Design Document	
B5	Provide ability to generate the ballot posters, and paper template.	Technical Design Document	
B6	Provide ability to generate ballot proof and poster proof for verification of details captured.	Technical Design Document	
B7	Provide functionality for generation of ballot as per the approved layout	Technical Design Document	

	by the commission.		
B8	Provide ability to generate ad-hoc report	Technical Design Document	
C	Controls/Security		
C1	Provide granular role based user access	Technical Design Document	
C2	The system shall use secure sockets in all transactions that include any confidential information.	Technical Design Document	
C3	Provide data entry validation checks and controls mechanisms to ensure accuracy of information provided.	Technical Design Document	
C4	The system shall automatically log out all users after a period of inactivity.	Technical Design Document	
C5	The system shall not leave any cookies on the user's computer containing any of the user's confidential information.	Technical Design Document	
C6	The user's web browser shall never display any password. It shall always be echoed with special characters representing typed characters.	Technical Design Document	
C7	The system's back-end servers shall never display the users' password. The users' password may be reset but never shown.	Technical Design Document	
C8	The system's back-end servers shall only be accessible to authenticated administrators.	Technical Design Document	
C9	The system's back-end databases shall be encrypted.	Technical Design Document	
D	System Usability		
D1	User friendly and descriptive menu based interface	Technical Design Document	
D2	Implement online user help, shortcut keys, link and search fields shall be provided.	Technical Design Document	
D3	Web based access; the user interface shall be compatible to one at least common browser Internet Explorer, Mozilla, Chrome or Opera etc. by which user can access the system.	Technical Design Document	
D4	The system shall provide a uniform look and feel between all the web pages.	Technical Design Document	

D5	The system shall provide a digital image for the generated ballot proofs and posters	Technical Design Document	
D6	The system shall provide use of icons and toolbars.	Technical Design Document	

VII. Project Management Technical Mandatory Requirements

Bidders will be required to provide detailed project management documents as listed below

S/N	Requirements	Evidence	Compliance (Yes/ No)
A	Project and Quality Management		
A1	Manufacturing, assembly and delivery lead-times to the IEBC warehouse (Maximum 60 days after contract sign off).	Project management and Delivery Plan	
A2	Installation, configuration and testing plan	Project management and Delivery Plan	
A3	Installation, testing and configuration procedures, processes with responsibility matrix.	Project management and Delivery Plan	
A4	Systems Integration, configuration, customization, and change management plan.	Project management and Delivery Plan	
A5	A comprehensive plan for data export from the central system and import onto all the System indicating the timelines, infrastructure or other components required (data export should be completed within 2 weeks).	Project management and Delivery Plan	
A6	User Acceptance Testing and quality assurance plan	Project management and Delivery Plan	
B	Election Day Equipment Preparation, Testing, Training, and Support		
B1	System setup and configuration to ensure that the right data is copied accurately to the correct hardware.	Election day Support plan	
B2	Proposed data preparation, data conversion, data migration and testing processes prior to the election day.	Election day Support plan	
B3	Data migration approach (centralized or distributed).	Election day Support plan	
B4	Training and testing plan	Election day Support plan	
B5	Logistics and equipment deployment to ensure that the right hardware	Election day Support plan	

	goes to the right polling station.		
B6	Backup plan and support in case of failure of the System.	Election day Support plan	
B7	Service Level Standards and metrics for all kinds of incidences	SLA	
C	Post-Election Support and Maintenance Services		
C1	Support and maintenance on software and hardware provided.	Draft Support and Maintenance plan	
C2	Equipment Spares and timelines for replacement	Draft Support and Maintenance plan	
C3	Warranty and equipment replacement.	Draft Support and Maintenance plan	
C4	Service Level Standards and metrics for all kinds of incidences, foreseen and unforeseen.	Draft Support and Maintenance plan	
D	Warranty Requirements		
D1	The system shall be covered by one (1) years manufacturer's warranty covering all elements of the system hardware and software, parts and labour beginning upon successful completion and deployment of the system.	Warranty	
D2	Vendor shall perform diagnostics jointly with the IEBC technicians at the regional site level to identify the problem and provide repairs services or replacement of any equipment or component to restore the voting equipment to full operation.	Warranty	
D3	All repair work must be performed within five (5) days of receipt of request. However, during a 14-day period prior to the 2017 election, all requests for repair or replacements must be completed within 24 hours.	Warranty	
D4	The vendor must provide software upgrades and patches when required while the system is under warranty.	Warranty	
D5	Equipment must be supported by and replacement parts must be available from the vendor for not less than one (1) years.	Warranty	
E	Support and Maintenance Requirements		
E1	Provide Systems support, including	Draft Support and	

	system configuration, system operations, database administration, reporting, system performance monitoring, back-up operations, and basic fault diagnosis and troubleshooting operations.	Maintenance agreement	
E2	Set up a technical support desk at the regional level for providing on-site support at-least 14 days before the general Election and on the polling day.	Draft Support and Maintenance agreement	
E3	The vendor must indicate the numbers, qualifications and certifications of their support personnel who will be deployed during the entire support and maintenance period.	Draft Support and Maintenance agreement	
E4	The vendor MUST indicate whether any of the subcomponents (hardware and software) shall require payment of any license fees over the lifetime of the solution.	Draft Support and Maintenance agreement	
E5	All service and support of the System shall be provided under a comprehensive Support and Maintenance Agreement for the system. The Support and Maintenance Agreement shall provide for all of the maintenance support elements defined in the section, and the selected bidder shall be solely responsible for delivery of maintenance services under the contract.	Draft Support and Maintenance agreement	
F	Required Service Level Standards		
F1	Help Desk Support is available in Kenya during normal business days and business hours of IEBC (8:00 am to 5:00 pm every working day 5/7).	SLA	
F2	Provide the incident escalation mechanisms as per specifications document. The Hotline (Help Desk) should be available from 9:00 am to 6:00 pm (GMT+3) every working day 5/7.	SLA	
G	Storage, Warehousing and Disposal		
G1	Storage, warehousing requirements that the commission may require to	Storage, Warehousing and disposal plan	

	put in place to ensure sustainable and effective use of the equipment's over a long period.		
G2	Proposed cost of storage if the commission may decide to outsource the storage services	Storage, Warehousing and disposal plan	
G3	Proposed Equipment disposal requirements, techniques, and options for including alternative usage of the equipment.	Storage, Warehousing and disposal plan	
G4	Proposal on Inventory management and movement control	Storage, Warehousing and disposal plan	
H	Training	Training Plan	

The total score for the technical proposal shall be 80% while the financial proposal shall be carry 20%.

STEP 2: TECHNICAL SCORING – 100% (EQUIVALENT TO 80 POINTS)

The technical/quality evaluation carrying a total of 80 points is broken down into the following two parts:

1. Proof of Concept /Demo - 30% (Equivalent to 24 points).
2. Experience and capability in elections process: 70% (Equivalent to 56 points).

ONLY Bidders who obtain a minimum of 64 points out of the maximum 80 points (Equivalent to 80% of the total technical score) will proceed to the financial evaluation under Step 3. Those who DO NOT obtain the minimum score shall be eliminated and shall not proceed to the financial evaluation.

I. Proof of Concept /Demo – 30%

The bidders who qualify in the mandatory criteria will be invited to demonstrate the functionality of their system using **system demo submitted together with the proposal**. Bidders must score ALL the 240 marks allocated for the proof of concept in the schedule below. Bidders whose system demo fail to score all the marks under this category shall be disqualified.

(a) Biometric Voter Registration

A	General Specifications	Maximum Score	Score
A1	Capture of the ten fingerprints and storage in standard format such as WSQ and JPEG.	2	
A2	Registration of facial image in accordance with ICAO standard	1	
A3	The system must capture the voter's photo as a mandatory field during registration	2	

A4	Perform biometric verification during enrolment of the 10 fingers to ensure no redundancy of the fingers	2	
A5	Capture of electronic signature	1	
A6	Validate and display quality of the fingerprint captured on user interface	1	
A7	Capture of all alphanumeric fields	2	
A8	Secure data transfer workflow between the software and central site	2	
A9	Provide ability to capture the voter particulars according to the format of the current BVR system (will be shared later)	2	
A10	Provide role-based access control for the client application	1	
A11	The system should have data entry validation such as: <ul style="list-style-type: none"> The system should validate and capture best quality of the photo. 1 mark Alpha fields such as name fields should reject numeric inputs. 1 mark 	4	
A12	System dashboard for all functions of the application including screen navigation and screen selection facilities	1	
A13	The system must generate unique elector's number	1	
A14	Provide biometric matching to minimize duplication at source.	1	
A15	The system must provide on screen context sensitive help which minimizes the need for user manuals.	1	
A16	Provide a password management capability: Access to system to be password or biometric controlled. Passwords to be uniquely assigned and usernames pre-configured uniformly to individual users' passwords.	1	
A17	Comprehensive auditing and audit trail features including facility to monitor system usage both on-line and in hard copy, showing system activities	1	
A18	Full back up, recovery and restore facility within the package to enable complete file restore and recovery (1 mark each for backup and restore/recovery)	4	
A19	Facility for output / reports should be capable of being directed to a printer, screen or file.	1	
A20	The system should be able to securely store captured records on internal and external media	1	
A21	Ability to warn users of violation of set legislative or electoral requirements e.g. Age must be 18 and above, the system should reject such violations.	1	
A22	Where the document used to register a voter is a passport, the passport should be valid otherwise the system should reject.	1	
A23	The system shall allow users to display individual voter	1	

	registration records including registration slip and signature images by selecting from any on-screen summary listing of voter records.		
A24	Provide ability to import electoral mapping i.e. counties, constituencies, wards, registration centre as exported from the central system.	1	
B	Integration with the Commission's BVR central system		
B1	The bidder should ensure the system has two way (data in- data out) integration with existing BVR system seamlessly, this should be demonstrated in four weeks of signing of the contract.(1 mark each for import or export)	4	
	TOTAL	40	

(b) Voter Identification

A	General Minimum Requirements	Maximum Score	Score
A1	Time to complete biometric acquisition and matching(Less than 5 seconds)	2	
A2	Ability to notify the election official if a voter has already voted in the election at the same polling station by flagging each voter who has voted.	2	
A3	Ability to electronically transmit voter turnout statistics to a central server for display	2	
A4	Ability to reject the voter who has already voted and show details of the voter voting history.	2	
B	User Interface Requirements		
B1	User alert sounds such as beeps of various messages to signify success or failure of authentication.	1	
B2	Display user friendly and informative error messages	1	
B3	Easy set up and maintenance with minimal technical assistance.	2	
B4	Immediate access to context specific help with clear instructions	1	
C	Voter Search		
C1	Other data retrieval capability and or / alphanumerical data search	2	
C2	Generate reports on polling stations activities.	2	
C3	Ability to redirect "lost" voters to the correct polling station	2	
C4	Capability to record and display or print the number of voters who have voted.	2	
C5	Should contain register for one polling station/stream especially for registration centre with several streams	2	

	during voting		
C6	The system should be able to display biographic data and eligibility status of the voter.	2	
C7	Capability to display the time, polling station identification data, status during elections day and the number of voters processed should.	2	
D	Integration		
D1	The system should integrate with the current BVRS seamlessly in real time and offline mode respectively.	2	
D2	Integration capability with other technologies, including user-friendly procedures for transfer of voter data	2	
D3	Integration with centralized “dashboard” system to give election officials snapshot view of progress of voting on election day	1	
D4	Integration with results tabulation / publication system	1	
D5	Interface with the Voter Registration Database.	1	
D6	Centralized upload, download to removable media	1	
E	Security		
E1	Highly granular role-based access control and user management	1	
E2	All the stored voter data must be encrypted with 256 bit AES encryption	1	
E3	Ability to electronically transmit activity logs to central server to enable the audit of electoral officials’ actions.	1	
E4	Ability to record timestamp for each transaction to determine the exact day and time a voter was processed.	1	
E5	Ability to centrally store encrypted security logs generated by the system	1	
	Total	40	

c) Electronic Results Transmission

S/N	Requirement	Maximum Score	Score
A. Results Management Client Software (Maximum 43 Marks)			
A1	Provide a mechanism for remote deployment and configuration of the system. <ul style="list-style-type: none"> • remote system management and configuration tool – (1 mark) • User enabled self-activation of the application – (1 Marks) • Automatic update of Candidates list-(1 Mark) • Automatic update of Elective positions – (1 Mark) 	4	

A2	<p>Input Interface for capturing votes per candidates in a given elective positions.</p> <ul style="list-style-type: none"> • Display of Elective position - (1 Mark) • Input for Candidate votes – (1 Mark) • Input for Spoilt votes, Rejected votes, disputed votes, Rejected-objcted-to votes - (1 Mark) • Date entry Confirmation message – (1 Mark) • Success/ Unsuccessful notification Messages – (1 Mark) • Validation of votes cast against registered voters – (1 mark) 	6	
A3	<p>The application should be scalable to accommodate several elective positions</p> <ul style="list-style-type: none"> • Elective positions in a General elections e.g. Presidential, governor, women rep, CAW, National assembly – (1 Mark) • By-elections – (1 Mark) • Referendum– (1 mark) • Other Elections. – (1 Mark) 	4	
A4	<p>Integration with other systems</p> <ul style="list-style-type: none"> • Integration with Voter Identification, - (1 Mark) • Integration with Candidate Registration System – (1 Mark) • Integration with Biometric Voter Register for verification of votes cast (1 Marks). 	3	
A5	<p>Securely transmit the results over telecommunication network to the Commission for consolidation and publication.</p> <ul style="list-style-type: none"> • Data compression– (1Marks) • Scan and transmit images of the official results forms to a server- (1 Marks) 	2	
A6	<p>System Scalability</p> <ul style="list-style-type: none"> • Ability to accommodate multiple elective positions– (2 Marks) • Ability to configure multiple Elections – (1 Marks) • Ability to transmit results to multiple servers simultaneously – (1 Marks) • Hardware independent (1 Mark) 	5	
A7	<p>Data entry validation controls</p> <ul style="list-style-type: none"> • Numeric and Alpha data entry control Checks – (1 Mark) • Blank field data entry validation (1 Mark) • Error Messages of invalid data entry – (1 Mark) • Date Validation (1 Mark) • Scanned Image Quality Control capabilities – (2 Marks) 	7	
A8	Client application Security	4	

	<ul style="list-style-type: none"> • Ability to lock the system to a specific polling station - (1 mark) • Event logging capability (1 Mark) • Password Authentication (1 Marks) • Minimum 128 AES Data Encryption Security (1 Mark) 		
B. Backend Software (Maximum 27 Marks)			
B1	Scalability: <ul style="list-style-type: none"> • Support at least 15,000 concurrent transactions (2 Marks) • Ability to upgrade functionality with minimal effort- (2 marks) • Ability to upgrade database capacity – (2 Marks) 	6	
B2	System Integration: <ul style="list-style-type: none"> • Database level integration - (1 marks) • System Level Integration – (1 Marks) • API enabled data integration – (1 marks) • File export and import capabilities– (1 marks) 	4	
B3	Security <ul style="list-style-type: none"> • Provide granular, role based access Control – (1 Marks) • Use of digital signature on all data transmitted – (1 Marks) • Provide tamper-proof logs for all activities and alerts on every transactional event – (1 Marks) • The access security for the system user level shall include the following parameters: – (4 Marks) <ul style="list-style-type: none"> i. hardware IMEI or hardware MAC Address ii. Username and Password iii. Polling Station iv. IP Address 	7	
B4	Data Reconciliation <ul style="list-style-type: none"> • Reconciliation of electronically transmitted results – (1 Mark) • Returning Officer interface – (1 Mark) 	2	
B5	Provide functionality for locking the system to a specific polling station such that results from a specific polling station can only be transmitted from the specific hardware assigned to that station.	3	
C Reporting Capabilities (Maximum 30 Marks)			
C1	Central Data Management System Reports The Central Management system should provide an flexible and robust interface for generation of the following reports among others <ul style="list-style-type: none"> • Polling stations that have not transmitted results – (1 Marks) 	6	

	<ul style="list-style-type: none"> • Tabular and bar chart display of the results per elective position – (1 Marks) • Tabular display of results per Candidate -(1 Marks) • Election results by Gender , Age group etc.- (1 Marks) • Voter turnout per Elective position – (1 Marks) • Reconciliation Reports - (1 Mark) 		
C2	<p>Tallying Center display</p> <p>The System should have a graphical display of results at every tallying center showing the following;</p> <ul style="list-style-type: none"> • Map display of results per candidate - (2 Marks) • Statistics, tabular display and map display of results per Candidate -(2 Marks) • Statistics, Map and tabular Election results by Gender - (2 Marks) • Reports of Voter turnout per Elective position – (2 Marks) • Ability to aggregate and display the transmitted results at the tallying centers (Constituency, County, and National). (2 Marks) 	10	
C3	<p>Progress Reporting</p> <p>The application should be capable of providing the following regular reports;</p> <ul style="list-style-type: none"> • Report on voting day events, - (1 Mark) • Report on Opening and Closing of polling stations, - (1 Mark) • Hourly voter turnout reports, - (1 Mark) • Start of counting, Finish of counting. - (1 Mark) 	4	
C4	<p>Public Portal</p> <ul style="list-style-type: none"> • Real time update of the election results on a public portal - (1 Mark) • Map and Graphical display of election results (1 Marks) • API for public access of election results (1 Marks) 	3	
	TOTAL	80	

(c) Candidate Management

S/N	Requirements	Evidence	Marks Score	Score
A	General Functionality			
A1	Provide role based user access with granular rights. User groups with defined access rights. User accounts.	<ul style="list-style-type: none"> • Actual logging interface screenshots (1 Mark) • Associated user access rights for various user 	4	

		<ul style="list-style-type: none"> groups. (1 Mark) Administrator access screenshots. (1 Mark) Screenshots showing roles assignment functionality. (1 Mark) 		
A2	Ability to define different types of Elections and referendum e.g. general election, by-election, referendum and other elections etc.	<ul style="list-style-type: none"> Systems Interface for the various elections. (2 Marks) Screenshots of electoral interfaces. (2 Marks) 	4	
A3	Ability to Upload / capture candidates' data onto the software (e.g. Candidate Names, Date of Birth, Gender, Passport photo, ID Number, Profession, Physical Address etc.	<ul style="list-style-type: none"> Provide screenshot interfaces for data upload. (2 Marks) Demo scripts for data upload/export. (2 Marks) 	4	
A4	Ability to capture political party details (Party name, Party Symbol, Abbreviations, etc.)	<ul style="list-style-type: none"> Provide screenshot interfaces for data upload. (2 Marks) Demo scripts for data upload/export (2 Marks). 	4	
A5	Ability to change status of a registered candidate to registered, pending, withdrawn, deceased, disqualified or nominated.	<ul style="list-style-type: none"> Screenshots of the interface showing various candidate status (2 Marks) Process workflow interface for candidate status (2 Marks) 	4	
A6	Consolidation of nominated candidates' data from all political parties taking part in a particular election and race.	<ul style="list-style-type: none"> Report generation interface (1 Mark) File output format. (1 Mark). Secure file function e.g. password protected file. (1 mark). Candidate signature section in the ballot proof for confirmation (1 mark). 	4	
A7	Export candidate details, party and party symbol to the Electronic Results Transmission System (ERTS) in a prescribed	<ul style="list-style-type: none"> Data export interface (2 marks) Script for data export (2 marks) 	10	

	format.	<ul style="list-style-type: none"> • File format options (2 marks) • Exported file sample (2 marks) • Export function screenshots (2 marks) 		
A8	Provide a flexible and robust search functionality	<ul style="list-style-type: none"> • Screenshot of search function. (3 marks) • Various search results with any sample data. (3 marks) 	6	
B	System Reporting			
B1	Ability to extract different types of reports on the different status of candidates e.g. nominated, disqualified, diseased, withdrawn, pending etc.	<ul style="list-style-type: none"> • Sample reports from any sample data. (2 marks) • Screen display of candidate status. (2 marks) 	4	
B2	Generation of a list of the cleared candidates.	<ul style="list-style-type: none"> • Sample cleared candidate lists. (2 marks) • Extracted report of cleared candidate lists. (2 marks) 	4	
B3	Generation of the ballot posters, and ballot paper template.	<ul style="list-style-type: none"> • Sample ballot proofs and posters in PDF (dimensions will be provided to the successful bidder) (2 marks) • Screen display of sample ballot proofs and posters. (2 marks) 	4	
C	Controls/Security			
C1	The system shall use secure sockets in all transactions that include any confidential information.	<ul style="list-style-type: none"> • Screenshots with SSL function in browser. (1 marks) • Compatibility with common web browsers. (1 marks) • Secure site with https function screenshot. (1 marks) 	3	
C	Controls/Security			
C1	The system shall use secure sockets in all transactions that	<ul style="list-style-type: none"> • Screenshots with SSL function in browser. (1 	3	

	include any confidential information.	marks) <ul style="list-style-type: none"> • Compatibility with common web browsers. (1 marks) • Secure site with https function screenshot. (1 marks) 		
C2	Provide data entry validation checks and controls mechanisms to ensure accuracy of information provided.	Data entry checks with defined input masks. 2 marks	2	
C3	The system shall automatically log out all users after a period of inactivity.	Logout/timeout notification for inactive users (timeout screens) (2 marks)	2	
C4	The system shall not leave any cookies on the user's system containing any of the user's confidential information.	Cookies disability functionality in system permissions. (2 marks)	2	
C5	The user's web browser shall never display any password. It shall always be echoed with special characters representing typed characters.	Disabled password display function. (2 Marks)	2	
C6	The system's back-end servers shall never display the users' password. The users' password may be reset but never shown.	Password character categorization. (2 Marks)	2	
C7	The system's back-end databases shall be encrypted.	Encryption level of proposed system report. (2 Marks)	2	
D	System Usability			
D1	User friendly and descriptive menu based interface	<ul style="list-style-type: none"> • Interactive menu displays and system workflow. (1 Marks) • Screenshots for various system interfaces. (1 Marks) 	2	
D2	Implement online user help, shortcut keys, link and search fields shall be provided.	Online user help provision. (1 Marks)	1	
D3	Web based access; the user interface shall be compatible to all common browsers, Internet Explorer, Mozilla, Chrome or Opera etc.	Web browser compatibility report. (1 Marks)	1	

D4	The system shall provide a uniform look and feel between all the web pages.	Common look and feel interface displays. (2 Marks)	2	
D5	The system shall provide a digital image for the generated ballot proofs and posters	Imported ballot proof and poster with embedded candidate image. (2 Marks)	2	
D6	The system shall provide use of icons and toolbars.	Displays of navigation icon and tools bars (2 Marks)	2	
Total		TOTAL	80	

II. Experience and Capability in Elections Process: 70%

Bidders must show effective and substantive (relative to key objectives) experience in the provision of elections services under consideration and tangible evidence under the following areas:-

S/N	Requirements	Evidence	Marks
A.	Experience and capability in Elections		
A1	Electoral Projects		
A1.1	Experience in development, deployment, support and maintenance of an Election Results Transmission System in at-least 15,000 voting stations	2.5 Marks for every project of at least 15,000 polling stations done with reference letters.	5
A1.2	Experience in development, deployment, Support and maintenance of an Election Results Transmission System with similar environmental obstacles like Kenya.	Experience in at least 2 countries with similar environmental, geographical, climatic and infrastructural conditions like Kenya with - certified copies of contracts = 5 marks. Others prorated at: No. of countries with certified contracts x5/2	5
A1.3	The bidder or consortium shall provide evidence of having implemented the Voter Registration, Voter identification and Electronic results Transmission solution proposed in their response to this tender in a national election of at least 10 million voters.	<ul style="list-style-type: none"> Bidders who have implemented Voter registration, Voter Identification and Result transmission solution with certificates of successful completion in a national election of at least 10 million voters = 10 marks Bidders who have provided at two solutions with certificates of successful 	10

		<p>completion in a national election of at least 10 million voters = 6 marks</p> <ul style="list-style-type: none"> • Bidders who have provided one solution with certificates of successful completion in a national election of at least 10 million voters = 3 Marks • Bidder who has done none of the above solution = 0 Marks. 	
A1.4	Experience in the implementation of an integrated electoral management system with capacity to handle at least 15,000 concurrent user sessions.	<p>15,000 concurrent user sessions and above with copies of contract or reference letters showing successful implementation= 10 marks</p> <p>Others prorated at: No. of concurrent user sessions with copies of contract or reference letters showing successful implementation x 10/15,000.</p>	10
A2	Voting Day experience & Capacity		
A2.1	The bidder must provide references in handling the biometric authentication of voters in a national election project in the past five (5) years. Only references with over 15,000 biometric System will be accepted.	<p>Three (3) reference letters in the last five 5 years with over 15,000 biometric System = 10 Marks</p> <p>Others prorated at: No. of reference letters in the last five (5) years with over 15,000 biometric System x10/3</p>	10
A3	Data Migration and data preparation		
A3.1	Provide evidence of capacity to deploy the system to migrate all voters' biometric data in less than two weeks (up to 22 Million voters should be considered) to equipment 44,000 and 290 constituencies across the country.	<p>Provide evidence to migrate at least 10 Million voters per week with either Reference letters or recommendation letters of such completed projects = 10 marks</p> <p><i>Bidders without capacity to deploy the system to migrate 10 million voters' in one week = 0 Marks</i></p>	10
A4	Skills and Experience		
A4.1	Qualifications of Project Team	a) Team leader	10

		<ul style="list-style-type: none"> • Master’s Degree in IT / CS - 1 Mk • Bsc Degree in IT / CS - 1 Mk <p>b) Project Manager</p> <ul style="list-style-type: none"> • Masters in Project Management (PMP) – 1 Mks • PMP Certification - 1 Mk <p>c) Project Engineers (two project engineers)</p> <ul style="list-style-type: none"> • Bsc Degree in IT/Computer Science – 1 Mks • ICT Certifications e.g. MCP/MCSE/CCNA/CCNP etc – 1 Mk <p>d) Project Engineer</p> <ul style="list-style-type: none"> • Bsc Degree in IT/Computer Science – 1 Mk • ICT Certifications e.g. MCP/MCSE/CCNA/CCNP etc – 1 Mk <p>e) Other Key Project staff</p> <ul style="list-style-type: none"> • Bsc Degree in IT/Computer Science – 1 Mk • ICT Certifications – 1 Mk 		
A4.2	Experience of the Project Team	<p>a) Team leader (at least five years’ experience in similar Project) — 0.5 mark for each year of experience maximum of 2.5 marks.</p> <p>b) Project Manager (at least five years’ experience in similar Projects) — 0.5 mark for each year of experience maximum of 2.5 marks.</p> <p>c) Project Engineer-(Two project engineers as above) (at least three years’ experience in similar projects) — 0.5 marks for each year of experience maximum of 2.5 marks.</p>	10	

		d) Other Key Project staff (at least two years' experience in similar projects) — 0.5 marks for each year of experience maximum of 2.5 marks.	
		TOTAL	70

C. Financial Evaluation:

Financial Analysis	<p>The formula for determining the financial score is as follows:</p> $SF = FM/F * 100$ <p>Where; SF- Financial Score FM – Lowest Bid F- Financial bid under consideration</p> <p>The weight given to the technical evaluation is 80% and for financial evaluation is 20%.</p> <p>The lowest financial bid will be given maximum financial score. Note: The Form of Tender MUST be duly signed by duly authorized representatives of the tenderer</p>
2.25.1	No preference shall be allowed
2.27.1	Due diligence shall be conducted prior to the award of the tender to confirm and verify the qualifications of the tenderer who will submit the lowest evaluated responsive tender recommended to be awarded the contract
2.27.4	The award criteria shall be a combination of the Technical and Financial scores of the responsive bidders. The tender will be awarded to the bidder with the highest total combined score
2.27.5	Quantities may be varied but not exceeding fifteen per cent based on the number of registered voters
2.28.2	Notification of award must be covered by a formal contract signed between the two parties before execution
2.30	<p>Performance Security</p> <p>The Performance security of 10% of the contract price shall be provided in any of the following forms only:-</p> <p>(a) a bank guarantee (from a local bank in Kenya);</p> <p>(b) such insurance company guarantee as may be approved by PPRA;</p>

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 its 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.
42. Special conditions of contract as relates to the GCC

REFERENCE OF GCC	SPECIAL CONDITIONS OF CONTRACT
3.4.1	Goods will be supplied as per the provided technical specifications.
3.7.1	Performance security of 10 % of the value of the goods shall be provided.
3.8.1	<ul style="list-style-type: none"> • Inspection and tests shall be conducted by the Contract Implementation Team at the premises of the tenderer, at a central point in Nairobi upon delivery, and at the Goods' final destination. • The tenderer shall provide all necessary assistance, equipment, human resource and any other support required to ensure successful inspection and testing. • The Commission will carry out a joint testing and commissioning of the System with the supplier to confirm that the integrated system as specified in the tender document is in working as expected upon delivery.
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"> • The delivery shall be at the IEBC Main Warehouse located within Government Supplies Branch along Likoni road in Industrial Area Nairobi. • 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.
3.11.1	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.
3.12.2	<ul style="list-style-type: none"> • Payment will be made 30 days upon receipt of invoice after supply, delivery, inspection and acceptance of the goods. • If any advance payment is made as shall be deemed necessary by the Procuring Entity, it shall not exceed 20% of the price of tender and shall be paid upon submission of an advance

	payment security equivalent to the advance itself given by a reputable bank in Kenya recognized by the Central Bank of Kenya in case the successful tenderer is a foreigner.
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	The Tender shall not be subcontracted
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.

5.2 PARTICULARS

5.2.1 Mandate of the Commission

Article 88 of Constitution of Kenya, establishes the Independent Electoral and Boundaries Commission (IEBC) [“the Commission”] as the body mandated to conduct and/or supervise elections and referenda in Kenya. In carrying out its mandate, the Commission is responsible for the registration of voters and updating the voters roll, delimitation of constituency and ward boundaries, regulation of the process of how parties nominate their candidates, registration of candidates for elections, voter education, resolution of disputes arising out of the nominations, and regulation of the amount of money used by candidates in an election among others. This mandate is further amplified in other Acts of Parliaments and Regulations.

In July 2015, the Commission launched a new strategic plan that sets out the priorities for the next five years. The plan is anchored on three inter-related pillars against which goals, objectives and outcomes are framed: managing elections, institutional transformation, and trust and participation.

- *Pillar 1: Managing elections* is the primary mandate of the Commission. Both General Elections and referenda are conducted within a legal framework with specified timelines for various phases, from registration of voters to the declaration of results. Effective management of elections is key to the realization of the democratic system envisaged under the Political Pillar of Kenya’s Vision 2030.

- *Pillar 2: Institutional transformation and reforms* implies better financial management, more innovative ways of conducting business and building staff capacity to ensure sustainable delivery of elections. These are essential to a young and progressive organisation. Core to this pillar is change management to create a respectable brand in elections management.
- *Pillar 3: Trust and participation* go hand in hand with effective electoral process management. Different stakeholders — from the general electorate to political parties and candidates — must be facilitated to participate in the electoral process. They must also have trust in the Commission’s ability to manage the elections. This trust is built through proactive engagement, civic awareness and transparency. Voter education programmes and constructive dialogue with stakeholders (parties, government agencies and civil society) are some of the activities that will nurture trust and engender participation in the electoral process.

5.2.2 Electoral Technology Deployment In Kenya

Information and Communication Technology (ICT) plays a vital role in enhancing the efficiency of the electoral process. It ensures that information is captured, processed, analysed and presented appropriately for effective decision-making. The Elections Act No. 24 of 2011 provides that the Commission may use such technology as it considers appropriate. This allows the Commission to progressively integrate technology in the electoral process.

During the 2013 General Elections the Commission adopted and deployed technologies for the first time in managing different electoral processes, namely; Biometric Voter Registration System (BVRs), Candidates Nomination Software, Electronic Voter Identification Devices (EVIDs) and Electronic Results Transmission System. Some technologies worked well while others performed below expectations.

a) Current Biometric Voter Registration System

The Commission has a BVR System that is used to enroll new voters and maintain the voters register. The BVR system has been in use since 2012. The current system has a backend component and front-end client. The front-end client has voter registration software that runs on laptops and is used to capture the biometrics (the ten (10) fingerprints and facial image) and the alphanumeric details of an applicant during voter registration. The current Biometric Voter system uses open standards of data exchange (import or export).

Using the existing BVR system, the Commission has been able to register over 15 million voters. The commission projects that by 2017, it will reach a target of 22 Million registered voters. Overall, the registration of voters using the biometric in 2012 was rated as successful.

b) Current Electronic Voter Identification System

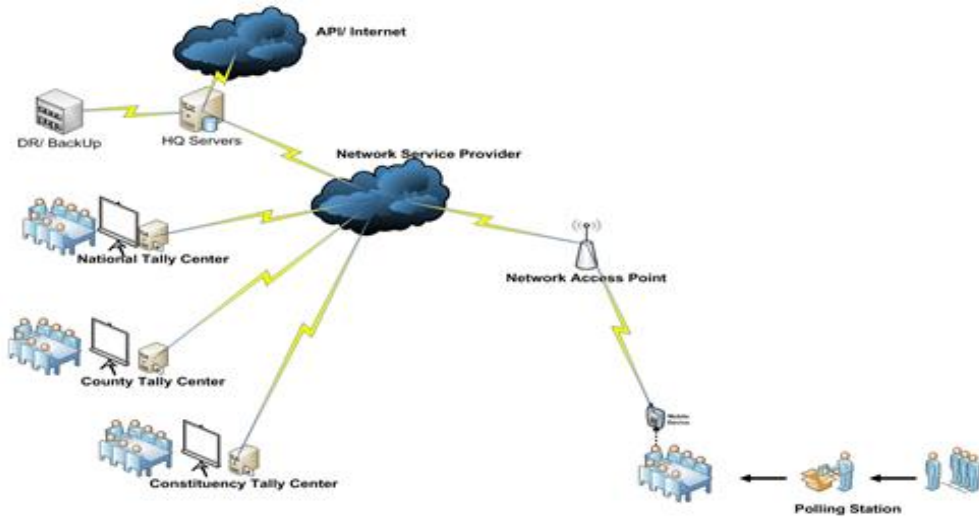
The electronic voter identification devices are used for voter identification during elections. The biometrics data is loaded on Secure Digital Card or SD cards, which are

used with the EVIDS. The commission used two types of EVIDs; the handhelds and the laptops in the 2013 General Election and subsequent By-Elections. The system is used in off-line mode.

c) Current Results Transmission System

The RTS was conceptualized from the need to have efficient and timely transmission of results from the polling stations to the tallying centers. RTS is used for results transmission after vote counting on the Election Day. A mobile phone is used as the hardware device on which the RTS runs for the transmission of the results. The phones models are configured to work over a Virtual Private Network provided by the local telecommunication network operators within the existing GSM network.

The overall architecture of the RTS is as shown in figure below.



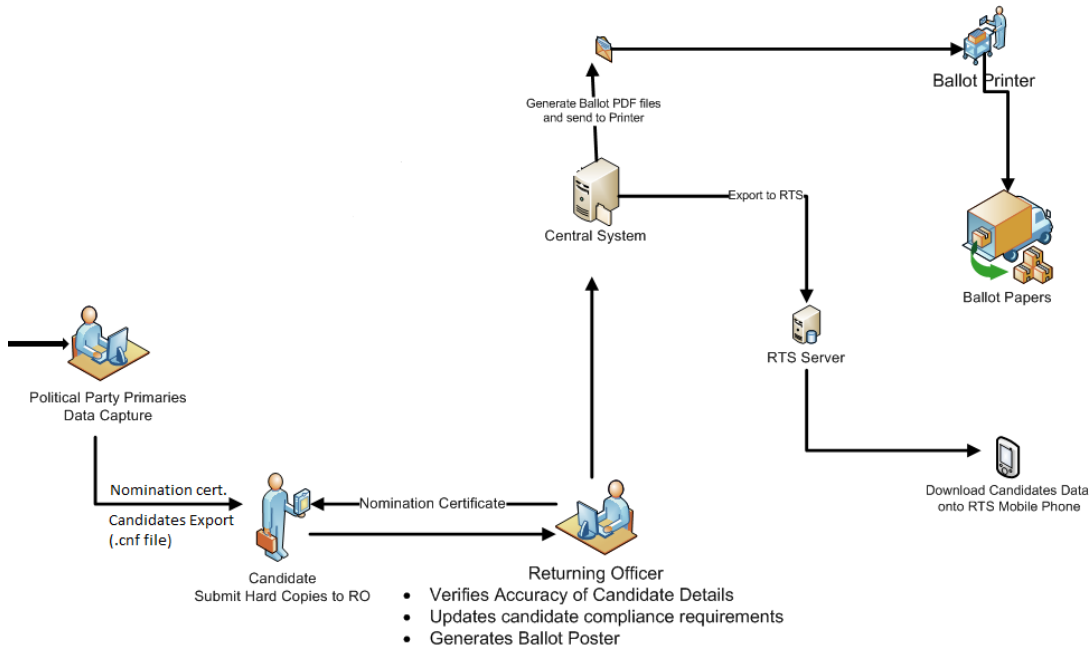
The process flow is summarized in figure 5.3-2 below.

<p>STEP 1: OLD PHONE (IIB): APPLICATIONS > RESULTS NEW PHONE (IIB): APPLICATIONS > OPEN EBT LOGIN WITH Constituency Code Polling Station CODE AS THE USERNAME e.g 00100201 or 00102109</p>	<p>STEP 2: SELECT VOTERS AND ENTER VOTER IDENTIFIED BIOMETRICALLY AND VOTER IDENTIFIED MAUALY AND SAVE CLICK ON RESULTS TO START</p>	<p>STEP 3: SELECT CONTEST AND CLICK OK</p>	<p>STEP 4: SELECT CANDIDATE TO ENTER RESULTS AND CLICK OK</p>	<p>STEP 5: ENTER NUMBER OF VOTES</p>
<p>STEP 6: ENTER DISPUTED VOTES</p>	<p>STEP 7: ENTER REJECTED VOTES FOLLOWED BY OBJECTION TO RIJECTIONS</p>	<p>STEP 8: ENSURE THAT YOU ARE CERTAIN BEFORE CLICKING ON SEND, IF NOT CLICK ON REVIEW TO CHECK AGAIN</p>	<p>STEP 9: REVIEW THE RESULT BY SCROLLING DOWN THEN CLICK ON MENU TO GET THE LIST OF OPTIONS AND SELECT SEND OR SAVE IF YOU HAVE NO NETWORK</p>	<p>STEP 10: CONFIRM SENDING OF RESULTS BY CLICKING SEND</p>
<p>STEP 11: WAIT FOR RESULT TO BE SENT</p>	<p>STEP 12: CONFIRM RESULTS HAS BEEN SENT</p>	<p>STEP 13: ENSURE ALL CONTEST HAVE GREEN BUTTON THAT INDICATES THE RESULTS HAS BEEN SENT</p>	<p>STEP 14: EXIT THE SYSTEM AFTER YOU HAVE SENT ALL THE 6 ELECTIVE POSITIONS</p>	<p>STEP 15: SWITCH OFF</p>
<p>STEP 3 TO STEP 13 MUST BE COMPLETED FOR ALL THE 6 ELECTIONS</p>				

d) Current Nomination System

The Commission has a candidate’s nomination application software/system that is used to register nominated candidates from the respective political parties. The candidates’ details including the portrait are captured in the system. The system also produces the ballot proof that is used to for the production of the ballot paper. The existing system has the limitation of integrating with other systems thus data exchange is done manually.

The overall current architecture of the system is shown below:



From the post elections evaluation reports and other independent audit reports conducted by different stakeholders, it was noted that for the successful conduct of the 2017 general elections and future elections, there is need to enhance the security and availability of the systems used in the elections. This means that the process of voter registration, identification and results transmission must be re-engineered.

The fact the Commission deployed stand-alone systems which were supported by different vendors, it became a challenge for smooth deployment of the solutions. For instance, lack of integration between the electronic voter identification and voter registration, it meant that data would be manually copied onto flash disks and transferred to over 34,600 polling stations. This exercise is labour-intensive with high likelihood of error.

Further, project management was identified as an area that impacted negatively on the deployment of the different systems. Lack of adequate training before use of the EVIDs resulted in operational challenges on the elections day. Finally, power management is critical to any technology deployed for elections.

5.2.3 Recent Electoral Reforms

As part of the electoral reforms informed by the lessons learnt in the 2013 general elections, the election laws were recently amended to expound on the type and manner in which technology is to be used in elections. In particular, section 44 of the Elections Laws (Amendment) Act, 2016 mandates the Commission to:

1. Establish an integrated electronic electoral system that enables biometric voter registration, electronic voter identification and electronic transmission of results;

2. Develop a policy on the progressive use of technology in the electoral process; and
3. Ensure the technology used must be simple, accurate, verifiable, secure, accountable and transparent.

The law requires the Commission to put in place an integrated system that covers voter registration, voter identification and results transmission for purposes of the 2017 general election.

5.3 OBJECTIVES OF PROPOSED SYSTEM

The Commission is seeking to implement an integrated electoral management system to be known as the Kenya Integrated Electoral Management System [KIEMS]. The system to be deployed shall be simple, transparent, secure, verifiable, reliable and highly available during voter registration, candidate registration for elections, voter verification and results transmission. The specific objectives of the system shall include the following:-

1. The biometric registration of eligible voters.
2. The biometric verification of registered voters.
3. The electronic transmission of election results.
4. The management of candidates for the elections.

5.4 TECHNICAL SPECIFICATIONS FOR REGISTRATION OF ELIGIBLE VOTERS

The system should be able to register eligible voters, allow record creation and data entry, and integration with existing biometric voter registration database. Specifically, the system should meet the following specifications:

A. Voter Registration

1. Ability to capture the following voter particulars:
 - First Name.
 - Middle Name.
 - Surname/Family Name.
 - Date of Birth (DD/MM/YYYY).
 - Gender.
 - Type of Identity Document – National ID or Passport.
 - Identity Document Number.
 - Expiry Date – if passport.
 - Document Serial Number – if national ID card.
 - Finger prints (ten-print).
 - Facial Image.
 - Literacy level – Read/Write.
 - Unique Elector's Number

- County, Constituency, County Assembly Ward, Polling Station,
 - Date of Registration.
 - Phone Number – mobile or fixed.
 - E-mail address.
 - Specify type of disability to facilitate targeted electoral planning with regard to persons with disabilities or special needs.
2. Ability to generate the IEBC Confirmation of Registration Slip with the following voter details:
 - Full Names
 - Gender
 - Date of Birth
 - County, Constituency, Ward, Polling Station
 - Elector's Number
 - National ID / Passport Number
 - Contact Details
 - Special notes
 3. Provide role-based access control for the client application
 4. The system should ensure data entry validation such as:
 - Validate and capture best quality of the fingerprint.
 - The system should validate and capture best quality of the photo.
 - Alpha fields such as name fields should reject numeric inputs.
 5. System dashboard for all functions of the application including screen navigation and screen selection facilities
 6. The system must generate unique elector's number.
 7. Provide in-kit biometric matching to minimise duplication at source.
 8. The system must provide on screen context sensitive help which minimises the need for user manuals.
 9. Access to system to be password or biometric controlled. Passwords to be uniquely assigned and usernames pre-configured uniformly in all the kits to individual users' passwords.
 10. Provide a password management capability.
 11. Comprehensive auditing and audit trail features including facility to monitor system usage both on-line and in hard copy, showing system activity by:
 - user id
 - application/module

- terminal
 - date/time
 - activity (before/after)
 - audit trail of critical changes
 - Reporting of logon problems and attempted security violations, by date, time, terminal and user id (where applicable)
 - Hard copy detailed management/audit reports, control facility over printing including restricted access (system administrator)
12. Full back up, recovery and restore facility within the package to enable complete file restore and recovery:
 - Continuous backup on removable media
 - End of day backup automatically or manual
 13. Facility for output / reports should be capable of being directed to a printer, screen or file.
 14. The system should be able to securely store captured records on the System and on an external media.
 15. The captured records to be transferred and uploaded to the central database securely.
 16. Ability to warn users of violation of set legislative or electoral requirements e.g. Age must be 18 and above, attempts for double registration must be rejected.
 17. Where the document used to register as a voter is a passport, the software must automatically check for the validity date of the document.
 18. The system shall allow users to display individual voter registration records including registration slip and signature images by selecting from any on-screen summary listing of voter records.
 19. Ability to export data in different formats e.g. ASCII (both delimited and fixed-width) file that will contain all active, inactive or cancelled voters, or any combinations thereof that are subject to disclosure under Kenya public records laws.
 20. The system must capture the voter's photo as a mandatory field during registration.
 21. Provide ability to import electoral mapping of counties, constituencies, wards, and registration centres as exported from the central system.

B. Record Creation and Data Entry

1. For every voter registration record creation transaction, the system must automatically generate and assign a system global unique Elector's Number to the

record in accordance with IEBC defined format and business rules. The same Elector's Number shall be used as a positive linkage between the fingerprint and photo records produced for an individual subject and the system shall provide an internal code or mechanism for distinguishing the different types of records associated with a single Elector's Number.

2. The system must enable a user to create an identification record and enter and edit fingerprint identification text records via form-oriented text data entry:
 - i) Interactive data entry shall be supported by content validation tools that automatically check for correct numeric formats, date ranges, etc., on all applicable data entry fields.
 - ii) Mandatory and optional designations for each record information field shall be pre-configured and the application shall enforce data entry for all mandatory fields.

C. Integration

The system should have the capability to integrate seamlessly with the existing biometric voter registration database.

5.5 TECHNICAL SPECIFICATIONS FOR IDENTIFICATION AND VERIFICATION OF VOTERS

For purpose of identification and verification of voters, the system should:

1. Authenticate and securely verify voters biometrically on the polling day.
2. Allow an alternative search other than fingerprint based on name or other unique identifier. Provide an option for assisted search for voter data if necessary.
3. Provide a fast and efficient coherence control between number of voters checked-in and number of votes counted manually by the election officials in the ballot box;
4. Generate reports on polling day activities. Provide capability to display the time, polling station identification data, status during elections day and the number of voters processed.
5. Ability to redirect voters to the correct polling station within the Constituency
6. Customizable to hold data on all voters in the Constituency
7. Should contain biometric details of voters for one polling station especially for polling centres with several polling stations.
8. Must integrate with an MRZ identification code capture system and must be capable of reading the national ID card.
9. The system should be able to display biographic data and status of the voter.

10. Provide ability to configure the start and close of a voting period.
11. Once voting period has closed the system should not allow identification of any more voters.

5.6 TECHNICAL SPECIFICATIONS FOR ELECTRONIC TRANSMISSION OF ELECTION RESULTS

The system should enable the management of election results in a transparent, secure and efficient manner. The system should:

1. Electronically transmit election results from polling stations to tallying centres including the number of votes cast in favour of all candidates per elective position.
2. Have data entry capability / programmability to support transmission of vote count data as follows:
 - a) When counting at the polling station is complete, the system shall open the capture function of the results per candidate. This function should be simple and very clear, to eliminate human error in the operation. At least, the application must include the following automatic verification checks:
 - i) Total addition of votes counted is less or equal to voters registered at the polling station.
 - ii) Total addition of rejected votes and valid votes for candidates are equal to total votes counted.
 - iii) The total number of voters verified is less or equal to voters registered at the polling station.
 - b) Once the data entry is completed, the system must be able to display and save an electronic report with a summary of the information entered on the screen for verification.
3. Have the capability to scan election results forms and transmit to a central server for storage and allow for publication to an online portal.
4. Have the capability to electronically sign-off the results from the polling station.
5. Be compatible with the telecommunication network in each area of the country.
6. Integrate with the Political Party and Candidate Management module.
7. Integrate with the database of the register of voters.

A. Front-End Application

1. Downloadable and easily configured into the selected system proposed by bidder.

2. An interface to authenticate election officers.
3. Input interface for capturing votes per candidates in a given elective positions.
4. The applications should be scalable to accommodate several elective positions such as Presidential, Governor, County Women Representative, County Assembly Ward, National Assembly and Senate in general elections, referendum questions or any other elections.
5. Include integrated candidate registration and the voter register information. This is for the offline verification of votes cast. Votes cast should not be more than the registered voters of a polling station.
6. Securely transmit the results over telecommunication network to IEBC servers for consolidation and publication.
7. In general, the application should demonstrate the following features:
 - a. The system should have visibility and legibility of menus, text and graphics.
 - b. The interface actions and elements should be consistent.
 - c. Error messages should explain how to recover from the error.
 - d. Undo should be available for most actions.
 - e. Actions which cannot be undone should ask for confirmation.
 - f. The screen layout and color should be customizable.
 - g. It should be easy for the user to use the navigation keys on the application.
 - h. The user and system documentation should be provided.
 - i. The help should be context sensitive and fully explain how to achieve common tasks.
 - j. The system should be easy to use, navigate and learn.
 - k. The application shall have features and capability to transmit scanned official signed forms and send them to a central server which will be publicly accessible to a web portal. The application should automatically assign a numeric naming format as will be prescribed by the Commission.

B. Backend

1. This is server side system application that is to be used to receive the transmitted results. The backend system should be able to process at least 20,000 concurrent sessions.
2. The systems shall be able to display the transmitted results for the expected 22 million voters in 44,000 polling stations with each having a maximum of 500 voters.
3. System Integration: The solution shall be required to have the capacity to import and export data without ongoing support by the software vendor. The system should customize and automate major import and export utilities. The import/export tool should be reliable and flexible and must be integrated with the software to facilitate the secure and reliable transfer of data between multiple and diverse external systems.

4. Scalability: The solution should be flexible and customizable to suit IEBC needs and emerging technologies. It should also allow more functionality to accommodate changing demands. It should be also have the ability to be used for other functionality.
5. Servers: The commission shall provide the server infrastructure. The proposed back-end software application must be able to run on this server. The IEBC will provide the specifications of these servers.

C. Telecommunications Infrastructure

The telecommunication infrastructure shall be provided by telecommunication carrier.

D. Reporting

1. The solution shall provide tabular and basic bar chart display of the results data at the tallying center
2. The solution shall have the functionality to generate customized and ad-hoc reports as will be prescribed by the Commission.
3. In addition to the transmission of results, the application should also be capable of providing regular reports on voting day events:-
 - a. Opening of polling stations.
 - b. Hourly voter turnout (4 times a day).
 - c. Closing of polling stations.
 - d. Start of counting.
 - e. Finish of counting.
4. The solution shall be able to publish the election results to IEBC portal which will be accessible to the public for displaying election results; scanned statutory forms (form 34 to form 38).

E. Controls

1. Provide granular access controls levels i.e. Super user, Administrator
2. Provide granular, role based user rights management where rights shall be assigned to a role and users shall be assigned to a role.
3. Provide archival solution for the provisional results.
4. Provide end to end multi-layer application level security for user authentication and authorization
5. Provide tamper-proof logs for all activities and alerts on every transactional event
6. The application should have the ability to use digital signature on all data transmitted. No data will be transmitted in clear text.

7. The central administration of these certificates should make it possible for administrators to revoke certificates on rogue hardware.
8. The access security for the ERMS user level shall include the following parameters:
 - a. Hardware IMEI
 - b. Hardware MAC Address
 - c. Election official handwritten signature for audit purposes
 - d. Polling Station
 - e. The system should provide tamper-proof logs for ensuring a strong auditing process of the reported results.

5.7 TECHNICAL SPECIFICATIONS FOR MANAGEMENT OF CANDIDATES FOR THE ELECTIONS

For purposes of management of candidates for elections, the system should perform the following specific functions:

1. Receive and update approved (independent or sponsored by political parties) candidate profiles, respective supporters and store them centrally.
2. Provide ability for election officers to clear candidates based on mandatory requirements in the law.
3. Provide for approval of symbols for political parties and independent candidates.
4. Provide ability receive and update party membership lists, party officials details etc.
5. Produce a list of approved candidates which is made available for production of ballot templates and gazettment.
6. Produce the certificate of nomination of candidates (Form 21).
7. Provide management reports as may be required.

A. Political Party and Candidates module

1. The module should allow the political parties to manage (add, edit, update) their candidates' information including candidate photos in the prescribed format.
2. Allow independent candidates to manage their profile.
3. Enable the system authenticate user credentials to view the profile.
4. Capture candidate's details and upload photos in a prescribed format.

5. Provide ability for the party to submit the party top-up list

B. Candidate Clearance

1. Capability to upload candidate mandatory requirements
2. Provide ability for returning officers to clear candidates based on mandatory requirements in the law
3. Provide ability for the returning officer to confirm the voters registration status for the candidate and supporters.
4. Provide functionality for the IEBC returning officers to validate the candidate nomination certificate against the authorized political party signatories.
5. Provide ability for the returning officer to verify that an independent candidate is not a listed member of any political party.
6. Enable change of status of a registered candidate to registered, pending, withdrawn, deceased, disqualified or nominated.

C. Submission of Symbols (Party and Independent candidates)

1. Provide capability to upload symbols from the Political Parties and independent candidates
2. Provide capability for IEBC to approve symbols from the political Parties and independent candidates

D. Submission of Political Party Membership Lists

1. Allow political parties to submit and update their party membership lists.
2. Integrate with the register of voters to confirm voter registration status of their party members.
3. Provide functionality for the political parties to capture details including signatories of their party officials.

E. Systems reporting

1. Produce a list of nominated (cleared) candidates for all the elective positions for gazettelement of candidates.
2. Produce ballot templates for printing of the ballot papers
3. Produce the ballot posters for each elective position
4. Produce the certificate of nomination of candidates (Form 21)

5. Provide management reports as may be required.
6. Generation of party membership list.
7. Generation of party top-up list (Special Seats)

F. System Administration

1. Provide a role based access management.
2. Allow creation/definition of elective positions,
3. Provide ability to capture mandatory requirements as prescribed in law
4. Allow definition/creation of the different types of elections e.g. referendum, general election, by-election and other elections.

G. Controls/Security

1. The system shall use secure sockets in all transactions that include any confidential information.
2. The system shall automatically log out all users after a period of inactivity.
3. The system shall not leave any cookies on the user's computer containing any of the user's confidential information.
4. The user's web browser shall never display any password. It shall always be echoed with special characters representing typed characters.
5. The system's back-end servers shall never display the users' password. The users' password may be reset but never shown.
6. The system's back-end servers shall only be accessible to authenticated administrators.
7. The system's back-end databases shall be encrypted.

H. System Interface

1. The system shall have an online help functionality which shall provide specific guidelines to a user on how to use the candidate management system.
2. The user interface for the software shall be compatible to web browser such as Internet Explorer, Mozilla, Chrome or Opera.
3. The system shall provide a uniform look and feel between all the web pages.
4. The system should be menu driven.

5. The system should provide a digital image for the generated ballot proofs and posters.
6. The system shall provide use of icons and toolbars.

5.8 SYSTEM SECURITY REQUIREMENTS

The system should ensure confidentiality, availability, reliability and integrity of data at the different stages of elections management and in particular voter registration, voter identification, candidate registration and elections results management. In addition to other security controls defined elsewhere in the technical specification, the following are critical security considerations for the system:

1. The system must include a user authentication mechanism that prevents unauthorized persons to access the system.
2. The system should provide alerts on key system functions (opening/closing, voter identified correctly, misidentification). The alerts should be clear and visual to minimize errors by the user.
3. The system should ensure traceability of election officials' operational activities on the system.
4. The upload of voters' biographical and biometric information must be performed in compliance with the highest standards of security and confidentiality.
5. It is desirable that the entire flow of information is performed through a single suite of applications with a single layer of security and an auditable registration system and verifiable events.
6. The technical documentation, testing documentation, and quality assurance documentations of the system must be provided.
7. The system should enable secure storage of system logs.
8. The system must have a self-test function that allows the user to check the readiness for use of the equipment before the opening of the polling station and ensure that the data stored in the system corresponds with the appropriate polling station.

5.9 SYSTEM HARDWARE AND ACCESSORIES

1. The system hardware must be lightweight, easy to carry, easy to store and deploy by a single person.
2. The configuration, set-up and operation of the system must be intuitive and the applications workflow should be simple to follow and design to prevent misinterpretations from the users.

3. The in-built battery must be able to fully operate the system for at least twelve (12) hours of continuous operation without recharge.
4. The system should have a power bank with double the rating capacity of the internal battery.
5. The system should be **compatible** with the temperature and humidity conditions in the country, both in operation and in storage. The packaging must protect it from moisture damage, dust and accidental bumps.
6. The system should be highly available during Election Day with data back-up ensuring data integrity.
7. The system should have a minimum storage capacity to hold all candidates and voters data for a whole constituency.

5.10 PROJECT MANAGEMENT

The bidder shall be required to provide a detailed project plan covering the entire period from project planning and design, project initiation, project management until the project closure indicating key milestones which shall be measurable and pegged to deliverables.

The entire project scope in this tender shall include the three (3) phases below. The vendor shall provide a detailed project implementation roadmap covering the following phases:

A. Delivery, installation, configuration and testing of the election hardware and required software.

The plan shall address the following aspects:

1. Manufacturing, assembly and delivery lead-times to the IEBC warehouse (Maximum 60 days after contract sign off).
2. Installation, testing and configuration procedures, processes with responsibility matrix.
3. Systems Integration, System configuration, customization, and change management.
4. Data export from the central system and import onto all the Integrated System indicating the timelines, infrastructure or other components required (this export should be completed within 2 weeks).
5. User Acceptance Testing and quality assurance plan.
6. The commission will carry out a joint inspection and testing with the supplier to confirm that the integrated system is in a working condition as supplied upon delivery).

B. Election Day System preparation, testing, training, and support for the supplied solution.

The plan shall address the following aspects:

1. Integrated system setup and configuration to ensure that the right data is copied accurately to the correct hardware for respective polling station.
2. Proposed data preparation, data conversion, and data migration and testing processes prior to the Election Day.
3. Data migration approach (centralized or distributed).
4. Training and testing plan
5. Integrated system and implement deployment process to ensure that the right hardware goes to the right polling station.
6. System access and security management.
7. Reliability and availability management.
8. Election Day diagnostics and support.
9. Systems backup and support in case of failure of primary hardware.

C. Post-election support and maintenance services.

The plan shall address the following aspects:

1. Support and maintenance on software provided on the hardware.
2. Equipment Spares and timelines for replacement
3. Warranty and equipment replacement.
4. Service Level Standards and metrics for all kinds of incidences

5.11 WARRANTY

In order to ensure effective and efficient use of the solution, the vendor shall be required to provide a comprehensive warranty on the hardware, software and parts. The vendor shall provide guarantee for effective and safe use of the equipment and software and shall indemnify the commission against any manufacturer's defects, faults or unexpected system performance.

Warranty Requirements

1. The system shall be covered by one (1) year manufacturer's warranty covering all elements of the system hardware and software, parts and labour beginning upon successful completion and deployment of the system.
2. As an option, an extended warranty of three years should be proposed by the bidder (NB: Scope for evaluation criteria will be one year only).
3. Vendor shall perform diagnostics jointly with the IEBC technicians at the regional site level to identify the problem and provide repairs services or replacement of any equipment or component to restore the voting equipment to full operation.
4. All repair work must be performed within five (5) days of receipt of request. However, during a 14-day period prior to the 2017 election, all requests for repair or replacements must be completed within 24 hours.
5. The vendor must provide software upgrades and patches when required while the system is under warranty.
6. Equipment must be supported by and replacement parts must be available from the vendor for not less than one (1) years after the acquisition.

5.12 SUPPORT AND MAINTENANCE

The bidder shall be required to provide a comprehensive plan for providing technical and operations support, preventive and remedial maintenance services for the integrated system supplied. The support and maintenance services shall cover the entire election cycle from pre-election period, election period and post-election period. The post-election support and maintenance shall cover aspect regular preventative and corrective maintenance services.

A. Support and Maintenance Requirements

1. Provide system support, including system configuration, system operations, database administration, reporting, system performance monitoring, back-up operations, and basic fault diagnosis and troubleshooting operations.
2. Set up a technical support desk at the regional level for providing on-site support at-least 14 days before the general Election and on the polling day.
3. Set-up an online Help desk and contact center starting 14 days prior to the general elections which will provide technical support during normal business hours with a four hour response time for urgent issues, and with immediate response time on Election Day through the hotline.
4. The vendor must indicate the numbers, qualifications and certifications of their support personnel who will be deployed during the entire support and maintenance period.

5. The vendor MUST indicate whether any of the subcomponents (hardware and software) shall require payment of any license fees over the lifetime of the solution.
6. All service and support of the System shall be provided under a comprehensive Support and Maintenance Agreement for the system. The Support and Maintenance Agreement shall provide for all of the maintenance support elements defined in the section, and the selected bidder shall be solely responsible for delivery of maintenance services under the contract.

B. Required Service Level Standards

The Service Level Agreement shall include the following specifications:

1. Help Desk Support is available in Kenya during normal business days and business hours of IEBC (8:00 am to 5:00 pm every working day 5/7).
2. When necessary the problem is escalated to the vendor. The Hotline (Help Desk) should be available from 9:00 am to 6:00 pm (GMT+3) every working day 5/7.

The following response and resolution time shall apply;

SN	DESCRIPTION OF INCIDENT	SEVERITY LEVEL	RESPONSE TIME	RESOLUTION TIME
1.	Blocking incident: System is not ready, majority of users are affected or a major functionality is down.	Critical	< 2 working hours*	1 working day from time of notification**
2.	Major incident: System capacity is decreased or some users are affected.	Major	< 4 working hours*	2 working days from time of notification**
3.	Minor incident: A non-essential function is affected, minority of users are affected	Minor	< 6 working hours*	Best efforts will be made to fix the issue from the time of notification

(*) Time necessary for the registration of the incident and the issuing of the incident Ticket number.

(**) Time necessary to restore the service back to normal by workaround or fix.

NB: A monthly maintenance activity report will be provided. It will comprise notably the list and status of recorded incidents, interventions and maintenance actions undertaken.

C. Storage, Warehousing and Disposal

As part of the proposal the bidder shall be required to provide a detailed proposal on the following aspects:

1. Storage, warehousing requirements that the Commission may require to ensure sustainable and effective use of the equipment's over a long period.
2. Proposed Equipment disposal requirements, techniques, and options for including alternative usage of the equipment.
3. Proposal on Inventory management and movement control.

Bidders should take note that this component is not meant to inform their financial proposals.

5.13 TRAINING

The selected bidder shall develop a detailed training plan identifying the task and milestone schedule for coordinating training requirements coordination and training delivery. The successful bidder shall follow a train the trainer approach.

The training plan shall provide comprehensive training in the operations and management of the system and its components, as applicable to users, supervisors, managers and operations support personnel. Bidders shall be required to develop customized training documentation and to deliver customized training with manuals covering hardware, software and the system functional processes for the election.

The training proposal shall cover both practical (hands-on) and theory training. The hardware and software supplied shall be capable of supporting training of new users without impacting production operations or the integrity of the system's identification records databases.

The successful bidder shall coordinate with all IEBC operational units to identify the training requirements for each group of users, supervisors and managers, including:

- i) Number of users, supervisors and managers requiring training, and the maximum number that can be trained in each training class;
- ii) Specific training to be provided in each of the general types of training classes identified in (i) above, and the estimated duration of each class.

A. Training Requirements

The following types of operations and administration training shall be developed and provided for IEBC management, regional managers, administrators, and operations staff:

1. **IEBC Management Training:** A short management-level orientation presentation covering the system architecture and installation, system operations and administration, system monitoring and performance assessment, management reporting, and the roles, responsibilities and procedures for operations and support.

2. **System Administrators (Technical staff):** Detailed and application-specific training for the assigned system administrators in the use of the System, Configuration Workstations and applications, including procedures, system administration, user administration, security administration, system monitoring, reporting and loading hardware with electoral data.
3. **System Users:** Detailed training for designated users of each specialized type of system, including the configuration of workstations. The training shall include an overview of the system and a discussion of general operational concepts and support procedures, along with detailed classroom and hands-on training in the operation of all functions of the specific voter authentication system. Individual training courses shall be designed for each operational unit (e.g., IEBC Voter Registration & Electoral Operations, Voter Education & Partnerships, ICT, Field Officers) and multiple training courses shall be provided as necessary to accommodate all designated trainees.
4. **Operations Managers and Supervisors:** Training for operations managers and supervisors shall include procedures for database and transaction log access, activity analysis, security management, and report generation. The training shall be designed as appropriate for each operational unit (e.g., ICT, VR&EO).

Technical orientation training shall be provided for the designated IEBC ICT staff. This training shall include technical descriptions and operating procedure discussions covering the AFIS data integration and migration to the Election Systems and operations, network operations, database administration, system monitoring, security management, backup and archival operations, software/firmware updates and maintenance, basic System testing, troubleshooting and fault diagnosis.

The user training for field officers shall take into consideration the education levels of the trainees which will differ in various regions across the country.

B. Training Delivery

1. The selected bidder shall be responsible for all aspects of training, except for facility and resource mobilization (trainees in particular) for loading of AFIS data to the Electronic System for supervisors and administrators training.
2. A successful bidder shall assign a dedicated training Manager who shall be assigned to lead the planning, preparation, coordination, and delivery of training to the IEBC staff.
3. The Training Manager shall work closely with IEBC's training Coordinator to ensure that IEBC policies and procedures are correctly represented in each training session.
4. The training program shall be approved by the commission to ensure that the training objectives are achieved.
5. Each training class shall not exceed a maximum of 30 participants.

C. Training Courseware

1. Comprehensive training courseware and associated training materials shall be developed and submitted for review and approval. Any required modification or updates shall be incorporated and final courseware and materials shall be delivered prior to commencement of training.
2. All lesson plans, courseware and training materials and videos shall be delivered in an electronic form that can be reproduced and used by IEBC in on-going training and shall become the property of the IEBC. This material shall be appropriate for use in future classroom-based training and in on-line self-directed training for new employees.
3. Under the system maintenance agreement, the selected bidder shall provide updates and modifications to the courseware and training materials as required maintain currency of the training materials as system upgrades and changes are implemented throughout the life of the system.

D. Scheduling and Conducting Training

1. On-site training shall be provided for IEBC constituency field officers in Nairobi at central level.
2. The selected bidder shall develop a training delivery schedule in close coordination with the Commission.
3. Each type of training identified in above shall be scheduled in coordination with the IEBC and the designated department, and the final coordinated schedule shall be incorporated in the final Training Plan.
4. Multiple training sessions shall be provided as required to accommodate all designated trainees.
5. Table below lists the projected number of personnel in each relevant organization unit of the Commission that shall receive each type of training in association with the implementation of the BVR. The TOT training will be conducted centrally.

NO	CATEGORY OF STAFF	No OF TRAINEES
1.	IEBC Management Training on the System overview(HQ)	50
2.	IEBC Field Supervisors/Administrator(CECs and RECs)	307
3.	IEBC ICT TECHNICAL TRAINING(HQ staff and Regional ICT administrators)	30

SECTION VI - SCHEDULE OF REQUIREMENTS

Table A: Hardware and Software

Number	Description	Quantity	Delivery schedule Start: March 1, 2017 End: April 30, 2017
Hardware			
1.	Device and Accessories as per specifications including 5% contingency (44,000+2,200)	46,200	
2.	Protective carrying casing	46,200	
3.	Power Bank	46,200	
4.	Multi-charge unit	2,000	
Software			
4.	Integrated Elections Management Solution with the following Modules: Voter Identification Voter Registration Results Transmission Political Party and Candidate Management	1	
5.	Operating System with latest Ant-virus	1	
6.	Warranty	1	

Table B: Services

Number	Description	Quantity	Delivery schedule Start: March 1, 2017 End: April 30, 2017
1.	Installation, Configuration, testing and commissioning of the Kenya Integrated Elections Management System-KIEMS (Hardware, Software and Accessories)	46,200	
2.	Integration of the proposed Solution with the existing system (BVR)		
3.	Support and Maintenance Contract (SLA)		
4.	Training		
5.	Election Day Technical Support		

SECTION VII – PRICE SCHEDULE

Name of tenderer: _____ Tender Number: _____ Page ____ of _____

1	2	3	4	5	6
S/ No	Item Description	Country of Origin	Quantity	Unit Price all taxes Inclusive, less clearance port charges	Total Price all taxes Inclusive, less clearance port charges
1.	Device and Accessories as per specifications including 5% contingency (44,000+2,200)				
2.	Protective carrying casing				
3.	Power Bank				
4.	Multi-charge unit				
	Installation, Configuration, testing and commissioning of the Kenya Integrated Elections Management System-KIEMS (Hardware, Software and Accessories)				
5.	Integration of the proposed Solution with the existing system (BVR)				
6.	Support and Maintenance Contract (SLA)				
7.	Training				
8.	Election Day Technical Support				

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 abide 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"> • Citizenship details • 			
Part 2 (b) Partnership			
Given details of partners as follows:			
Name	Nationality	Citizenship Details	Shares
1.			
2.			
3.			
4.			
Part 2 (c) – Registered Company			
Private or Public			
State the nominal and issued capital of company-			
Nominal Kshs.			
Issued Kshs.			
Given details of all directors as follows			
Name	Nationality	Citizenship Details	Shares
1.....			
2.			
3.			
4.			
5			
Date			
Signature of Candidate			

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

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*]

8.7 MANUFACTURER'S AUTHORIZATION FORM

To *[name of the Procuring entity]*

WHEREAS*[name of the manufacturer]* who are established and reputable manufacturers of *[name and/or description of the goods]* having factories at *[address of factory]* do hereby authorize *[name and address of Agent]* to submit a tender, and subsequently negotiate and sign the Contract with you against tender No. *[reference of the Tender]* for the above goods manufactured by us.

We hereby extend our full guarantee and warranty as per the General Conditions of Contract for the goods offered for supply by the above firm against this Invitation for Tenders.

[signature for and on behalf of manufacturer]

Note: This letter of authority should be on the letterhead of the Manufacturer and should be signed by a person competent.

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 of20.....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