

**TERMS OF REFERENCE**

**THE KENYA RED CROSS SOCIETY**

**HINDI GK PRISON PROPOSED BOREHOLE WATER PROJECT**

**TENDER NO: KRCS/PRF08087/2021**

**CLOSING DATE: 8<sup>th</sup> SEPTEMBER 2021 (AT 11:00AM EAT)**

**Terms of Reference for Hydro-Geological Survey, EIA, Acquisition of Drilling Permits (NEMA permit and WRMA Authorization), Drilling Supervision and Submission of a Borehole Drilling Report for Hindi GK Prison Proposed Borehole Drilling Works.**

**Project Title: Hindi GK Prison Proposed Borehole Water Project.**

**1.0 INTRODUCTION**

**1.1 Background**

The Kenya Red Cross Society (KRCS), in partnership with ICRC and KPS are in the process of improving the quality of life in the Government of Kenya detention (prison) facilities. This involves the improvement of water and sanitation systems in the prisons as well as reduction of overcrowding.

In a joint assessment conducted by the three partners, it was noted that critical problems affecting part of the prisons, or some section within the prisons are insufficient or substandard water supply and sanitation facilities. Amongst such prisons, Hindi GK Main Prison was found to have acute water problems that caused insufficient/unreliable water supply within the prison complex, with no water supply at all in some instances. For this reason, KRCS wishes to appoint a Consultant hydro-geologist who will conduct hydro-geo survey within the surroundings of the Hindi GK Main Prison that will inform on the best way to exploit water resource to the benefit of the prison and conduct environmental impact assessment and obtain drilling permits if applicable as per the recommended works.

**1.2 Project Goal:**

The goal of the project is to supply safe drinking water within Hindi GK Main Prison while ensuring that the resource is extracted in an environmentally friendly and sustainable manner.

**1.3 Location:**

The project is located in Hindi GK Main Prison in Lamu County and the proposed area of research should be within a radius of 1km around the prison.

#### 1.4 Purpose of the assignment

The purpose of this assignment is to ensure that the proposed water source drilling point is viable and the related process meet the environmental, legal and social requirements.

#### SCOPE OF WORK

The Consultant is expected to use both secondary and primary data in the exercise, Secondary data will involve desk study of available information/data on existing boreholes, drill logs, reports and maps while primary data will be obtained by carrying out Hydro-geophysical measurements within the study area using the necessary hydro-geological surveying equipment, the new ABEM Terrameter SAS 1000, which distinguishes between clays and fresh water by use of Induced Polarization (IP) measurements is recommended for this assignment, The specific activities shall include:

- Review of existing data, topographical maps, satellite images, existing studies and borehole site investigations in the area, geological reports and maps (if available), borehole and surface water records, etc.
- Hydro-geological fieldwork: Detailed reconnaissance survey of project area. (GPS co-ordinates/P-codes, water level measurements, condition of these boreholes, usage and performance where applicable) inspection of geological, geo-morphological and structural characteristics of the investigated area; verification of existing data and findings
- Conduct Hydrology, using up to date tools and equipments to ascertain the hydrogeology of the project area, previous ground water development, aquifer parameters, hydraulic conductivity (K) or the ground flux, ground water discharge, as well as estimating the mean annual recharge.
- Perform Geophysics relating to basic principles, and do more than three Vertical Electrical Soundings (VES) within the proposed area.
- Check on site conditions including the availability of space for a drilling rig and other allied machineries to access the project area.
- Analyze the data aforementioned (hydrogeological/geophysical data) to assess the ground water potential in the project area.
- Select the **MOST SUITABLE** borehole or well site within the project area subject to the above results and taking into account the water quality expected and the requirements of the Water Act, WHO, and other line ministries.
- Identify **ONE SUITABLE** site for drilling purposes that will provide portable water to the prison community.
- Compile and submit to the client a comprehensive report, which shall include all the details of the above investigations and the Consultant's recommendations on the proposed drilling site. Produce a soft copy and other three hard copies of the geo-survey report, of which one should be colored.
- Conduct environmental impact assessments and obtain drilling permits from WRA if applicable.

- Conduct drilling supervision.
- Compile and submit to the client a comprehensive drilling report which will include all details of a borehole drilling process and challenges encountered during the exercise.
- Sign the terms of reference with the client.

## **2.1 Borehole/ Well Siting: Geophysical & Hydro-Geological Surveys**

The boreholes shall be sited with the aid of combined a hydro-geological and geophysical survey. Prior to the field investigations, a desk study shall be made of the available relevant information on hydrogeology, climate, existing water sources, drilling records and other sources for the proposed area

The field investigations MUST be undertaken by a senior hydro-geologist, assisted by highly qualified personnel in groundwater technologies. The senior hydro-geologist will be responsible for planning, execution and interpretation of all geophysical data, reporting and selection of the most suitable site for drilling.

The site for selected development shall be marked with a concrete marker, shown in a picture plate and indicated on a sketch map to be included in the final report.

## **2.2 Presentation of the Hydro-Geological Report**

The report will be concise and limited to the significant hydro-geological issues. The main text will focus on background information from literature review, geology, hydrogeology, water quality, geophysics, conclusion and recommended actions. The report will include supporting documents as necessary, e.g. summaries of the data collected and citations for any references used in interpreting those data. Annexed to the report should include a topographical map extract and two addendums, which are well digging or drilling procedures and references with a drilling BOQ.

The report shall be presented in draft and final version to the client.

The outline of the report should preferably follow the format below:

- Executive summary
- Introduction/Back ground (review of previous studies and environmental background)
- Terms of reference
- Geology & Hydrogeology (incl. inventory of boreholes and other water points, methods of investigations, including Geophysical Techniques)
- Detailed resistivity/IP survey (Wenner & VES) to delineate the productive aquifer
- Aquifer potential; sustainable yield & Water quality
- Proposed drilling site
- Proposed drilling method, and its applicability including the BOQ.
- Environmental impact and protection
- Conclusions and Recommendations
- Appendix
- Addendum

- References

Recommendations will be given on the most suitable site for borehole drilling, the required depth, water quality, design and installation details, and other relevant aspects. Based on the available hydro-geological and geophysical data, an assessment of the anticipated chances of success shall be made for each individual site.

The hydro-geological report will give a detailed map delineating the investigated area, geology, aquifer properties (where known), location of measurements, and recommended drilling site. In addition, pictures taken during the actual field activity shall be included in the report.

All geophysical data, including its interpretation will be produced as an appendix to the final report.

## **2.0 CONSULTANT REQUIREMENTS**

The Consultant will be required to provide the following

1. Technical proposal on how the assignment will be conducted
2. Appropriate timelines to perform the assignment
3. Financial proposal indicating the cost rates and other charges applicable.
4. CVs of the lead Consultant and other assisting hydro-geologists.
5. Prove of field technical and field experience of Consultant
6. Consultancies performed in the last 3 years especially in ASAL with reference letters for each hydro-geological surveys consultancy
7. Proof of availability of all the equipment required to perform the survey.
8. Competence in all ground water exploration activities and registered by relevant professional body
9. Registered Hydrologist/Geologist/water resource expert
10. Experience in Ground Water Investigation/Sounding etc.

The Consultant will be fully responsible for recruitment, contracting and payment of costs for all the study team members involved at all levels, except otherwise stated by KRCS. The consultant will be responsible for their own costs such as meals, accommodation, communication (including internet). The consultant is responsible for arranging transportation to/from Hindi GK Main Prison, Lamu County.

## **3.0 Role of KRCS**

The KRCS will provide all logistics in the field, relevant programme documents and be the link between the consultant and the proposed water project target communities & stakeholders. KRCS will also review all

documents and provide feedback in the study process and after. The consultant will be responsible for guiding the entire study process and all other specific responsibilities as stipulated in the TOR.

#### 4.0 Time-frame and schedule

The assignment is expected to take a maximum of 14 **days** which includes desk-review, preparation, implementation and report-writing.

S/No.	No. of Days	Activity
Part I		Preparation and desk review
Part II		Implementation and field work
Part III		Analysis, Interpretation, Report writing

#### 5.0 Improvement of TOR

The Consultant may offer suggestions and improvements in the Terms of Reference, which he considers would result in improving the quality of the work at the proposed water project. Such proposals if accepted will form part of the Terms of Reference of the proposals submitted by the consultant. The effect on time and cost estimates given under the above clause shall be clearly identified.

The terms of reference shall be signed by the winning bidder and the client. The consultant shall abide by this requirement. Any amendments made by the consultant will be included in the document. This effort will be coordinated and shared with the Beneficiary Community, Respective Sub-county Water Officers, and the Water Resources Management Authority”

##### a. Technical proposal

The bidder is expected to submit a technical proposal with their bid which shall include and not limited to:

1. A submission letter,
2. Particulars of the consultant including curriculum vitae of the proposed experts and personnel to be included in the execution of the work.
3. Comments and suggestion of the consultant on the terms of reference, personnel, facilities and other requirements expected for the work.
4. Description of the methodology and work plan for performing the assignment and time schedules.
5. Any proposed staff to assist in the assignment.

**The consultant is expected to submit this as an attached document to the bidding documents.**

##### b. Financial proposal.

The financial proposal shall be prepared and submitted by the consultants and shall contain the following.

1. A submission letter indicating the total fees
2. Summary of costs
3. Breakdown of fees per items of work and activities.

4. Breakdown of any reimbursable costs or expenses per activity.
5. Any miscellaneous expenses.

**This shall be submitted in a separate envelope from that of the technical proposal.**

**Note.**

The technical and financial report should be submitted in the same sealed envelope and deposited at the designated tender box specified in the invitation to bid after which opening will be done for both the technical and financial proposals. Thereafter evaluations will be done and the results communicated to all the bidders formally as stipulated by the guiding procurement rules.

**Annex 1**

**Financial proposal summary Format**

<b>Item No</b>	<b>Item description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
1	Preparation and presentations (involves Desk study, preparation of tools, and any other preliminary requirements)	days			
2	Field data collection (this include literature Electrical sounding, field visits, surveys, water sampling, soil sampling, community meetings, and any other filed activities)	days			
3	Data entry, data cleaning, analysis interpretation and recommendations, presentations and review of the report	days			
4	Analysis and report writing (will involve all processes of report writing, presentation of drafts, receiving of comments from all stakeholders, reviews and final submission of assessment reports) Acquisition of Drilling Permits (NEMA permit and WRMA Authorization),	days			
5	Drilling Supervision	Ls			
6	Development of Drilling Report	Ls			
7	Field accommodation of consultants' team for all the planned days.	Days			
8	Transport costs for the consultants team to and fro Hindi GK Main Prison in Lamu County	Ls			
9	Miscellaneous costs (To be clearly defined)	Ls			

<b>Item No</b>	<b>Item description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (Kshs)</b>	<b>Amount (Kshs)</b>
	<b>Total</b>				

**Note:** the consultant is to prepare a technical proposal of how they propose to undertake the assignment thereby determine the number of people involved and expected duration to be entered into the quantity column. Detailed breakdowns of each of the lines in this summary format should be prepared and submitted with this summary to show the build-up of costs.

The consultant will provide details of what the miscellaneous costs will entail.

## Annex 2

### Technical Evaluation Criteria

The technical evaluation is weighted out of 100 with a pass mark of 60.

Any bidder scoring 60 and above in the technical evaluation will proceed to the financial evaluation stage. In the financial evaluation, the lowest bidder will be selected.

<b>No.</b>	<b>Scoring parameter</b>	<b>Maximum Score</b>	<b>Conditions</b>
1	Registration and legal documents ( <b>Certificate of incorporation, Pin Registration, Valid Tax Compliance Certificate, Signed &amp; Stamped Child Protection policy</b> ).	10	If one is missing, automatic disqualification. The child protection policy must be signed and stamped. If not, this is an automatic disqualification.
<b>2</b>	<b>Technical capacity</b>		
	a) Lead expert-Engineer	10	Experience to constitute half the scores. If lesser experience, then prorated score for half the score. And qualifications the other half. Lesser qualifications constitute no score - Methodology and understating of TOR will be judged by the written statements and oral presentation delivered.
	b)Lead expert-Hydro geologist	10	
	c) Geologist	5	
	d) Hydrologist	5	
	e) Surveyor (2 posts)	5	
	f) Data Analyst	5	
	Methodology and TOR understanding	15	

<b>3</b>	<b>Schedule of Equipment</b>		
	Equipment- Provide list of equipment necessary to conduct the works with proof of ownership	10	Scores for equipment will be awarded based on proof of ownership- Log Books, receipts, etc (if leased, half marks), and age.
4	<b>Past work done within the last 3 years</b>	20	To asses and score (Works done for KRCS successfully will get higher marks). These must be supported by LPOs, LSOs, completion certificates and/or recommendation letters.
5	<b>Evidence of Site Visit made to understand scope of works</b>	5	Proof of this would be to obtain a note from our the Officer in Charge of Hindi GK Main Prison
	<b>Total</b>	<b>100</b>	

### Schedule 1

<b>Position</b>	<b>Required Qualification and Experience</b>
Lead Expert-Engineer.	<ul style="list-style-type: none"> <li>• B.SC Civil/ Water engineering</li> <li>• Registered with Engineers Registration Board of Kenya as an Engineer</li> <li>• Have a current practicing certificate issued by ERB</li> <li>• Be a member of the Institute of Engineers of Kenya (IEK)</li> <li>• Have at least 10 years' experience in similar works</li> </ul>
Lead Expert-Hydro geologist	<ul style="list-style-type: none"> <li>• B.SC Geology/Hydrology</li> <li>• Registered with professional body</li> <li>• Have a current practicing certificate</li> <li>• Have at least 10 years' experience in similar works</li> </ul>
Assistant Hydro geologist	<ul style="list-style-type: none"> <li>• B.SC Geology/Hydrology</li> <li>• Registered with professional body</li> <li>• Have a current practicing certificate</li> <li>• Have at least 5 years' experience in similar works</li> </ul>
Geologist	<ul style="list-style-type: none"> <li>• B.SC in a relevant field</li> <li>• Registered with relevant professional body</li> <li>• Have a current practicing license</li> <li>• Be a member of relevant professional body</li> </ul>



Position	Required Qualification and Experience
	<ul style="list-style-type: none"><li>• 5. Have at least 5 years' experience in similar works</li></ul>
Data analyst	<ul style="list-style-type: none"><li>• Undergraduate in any data analysis or science field</li><li>• Well versed in GIS and Remote Sensing</li><li>• At least 5 years' experience</li></ul>
Surveyor (2 post)	<ul style="list-style-type: none"><li>• B.SC in Surveying and Photogrammetry from a recognized University</li><li>• Well versed in GIS and Remote Sensing</li><li>• At least 5 years' experience</li></ul>

## GENERAL INSTRUCTIONS

Please read carefully the method of tender submission and comply accordingly.

**1.1.1.** KRCS reserves the right to accept or to reject any bid, and to annul the bidding process and reject all bids at any time prior to the award of the contract, without thereby incurring any liability to any Bidder or any obligation to inform the Bidder of the grounds for its action.

### **1.1.2. Cost of bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Organization will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **1.1.3. Clarification of Bidding Document**

All correspondence related to the contract shall be made in English. Any clarification sought by the bidder in respect of the consultancy shall be addressed at **least five (5) days** before the deadline for submission of bids, in writing to the Administration Coordinator.

The queries and replies thereto shall then be circulated to all other prospective bidders (without divulging the name of the bidder raising the queries) in the form of an addendum, which shall be acknowledged in writing by the prospective bidders.

Enquiries for clarifications should be sent by e-mail to [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke)

### **1.1.4. Amendment of Bidding Document**

At any time prior to the deadline for submission of bids, KRCS, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, may modify the bidding documents by amendment.

All prospective Bidders that have received the bidding documents will be notified of the amendment in writing, and it will be binding on them. It is therefore important that bidders give the correct details in the format given on page 1 at the time of collecting/receiving the bid document.

To allow prospective Bidders reasonable time to take any amendments into account in preparing their bids, KRCS may at its sole discretion extend the deadline for the submission of bids based on the nature of the amendments.

### **1.1.5. Deadline for Submission of Bids**

Bids should reach [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke) on or before 8<sup>th</sup> September 2021 at 11.00 am. Bids received after the above-specified date and time shall not be considered.

Any bid received by KRCS after this deadline will be rejected.

All those tenderers who download the document will be required to send a mail to [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke) for the purpose of receiving any amendments or additional information and log in details for the tender opening meeting.

#### **1.1.6. Cost Structure and non-escalation**

The bidder shall, in their offer (Financial Proposal), detail the proposed costs as per the template provided above.

No price escalation under this contract shall be allowed. KRCS shall not compensate any bidder for costs incurred in the preparation and submission of this RFP, and in any subsequent pre-contract process.

#### **1.1.7. Taxes and Incidental Costs**

The prices and rates in the financial offer will be deemed to be inclusive of all taxes and any other incidental costs.

#### **1.1.8. Responsiveness of Proposals**

The responsiveness of the proposals to the requirements of this RFP will be determined. A responsive proposal is deemed to contain all documents or information specifically called for in this RFP document. A bid determined not responsive will be rejected by the Organization and may not subsequently be made responsive by the Bidder by correction of the non-conforming item(s).

#### **1.1.9. Currency for Pricing of Tender**

All bids in response to this RFP should be expressed in Kenya Shillings. Expressions in other currencies shall not be permitted.

#### **1.1.10. Correction of Errors**

Bids determined to be substantially responsive will be checked by KRCS for any arithmetical errors. Errors will be corrected by KRCS as below:

- a. where there is a discrepancy between the amounts in figures and in words, the amount in words will govern, and
- b. where there is a discrepancy between the unit rate and the line total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

The price amount stated in the Bid will be adjusted by KRCS in accordance with the above procedure for the correction of errors.

#### **1.1.11. Evaluation and Comparison of Bids**

Technical proposals will be evaluated prior to the evaluation of the financial bids. Financial bids of firms whose technical proposals are found to be non-qualifying in whatever respect may be returned unopened.

#### **1.1.12. Confidentiality**

The Bidder shall treat the existence and contents of this RFP, and all information made available in relation to this RFP, as confidential and shall only use the same for the purpose for which it was provided.

The Bidder shall not publish or disclose the same or any particulars thereof to any third party without the written permission of KRCS, unless it is to Bidder's Contractors for assistance in preparation of this Tender. In any case, the same confidentiality must be entered into between Bidder and his Contractors.

### **1.1.13. Corrupt or Fraudulent Practices**

KRCS requires that tenderers observe the highest standard of ethics during the procurement process and execution of contracts. A tenderer shall sign a declaration that he has not and will not be involved in corrupt or fraudulent practices.

KRCS 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.

Further a tenderer who is found to have indulged in corrupt or fraudulent practices risks being debarred from participating please report any malpractices to [complaints@redcross.or.ke](mailto:complaints@redcross.or.ke)

## KENYA RED CROSS SOCIETY (KRCS) CHILD PROTECTION POLICY

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### CONTENT

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### Overview

The Kenya Red Cross by virtue of being a member of the wider Kenyan Community is obliged to contribute to both the national and international efforts geared towards child protection and institutionalization of the concepts that have been advanced by various stakeholders.

Kenya Red Cross recognizes the seriousness of child abuse and its impact to the overall development of a child. Beyond the suffering that it imposes on the child and the immediate family members, the issue of child abuse and the inherent lack of functional structures to absorb the impact leave children vulnerable. This in return translates to socio-economic impact on the country due to poor development of human capital, declining productivity, school drop outs, child labour, marked increase in street urchins and increase in child mortality among others.

Considering the significant contribution by Kenya Red Cross in identification, registration, tracing and re-unification of unaccompanied minors, there is need to develop the capacity of the Society to rise to the occasion and ensure a holistic approach to child protection in collaboration with other stakeholders.

In light of the above, the KRCS has acknowledged the need for a policy to ensure consistent and equitable approach to child protection.

### Policy Statement

Kenya Red Cross has a professional duty to take such steps that, in the circumstances of a humanitarian institution, are reasonable to see that the child is safe from harm while. All children have a right to protection, and the needs of disabled children and others who may be particularly vulnerable must be taken into account. Kenya Red Cross will ensure the safety and protection of all children involved in its activities through adherence to the Child Protection guidelines it has adopted.

### Policy aims

The aim of the Child Protection Policy is to promote good practice by:

1. Providing children and young people with appropriate safety and protection whilst in the care of or in contact with Kenya Red Cross staff and volunteers.
2. Allow all staff/volunteers to make informed and confident responses to specific child protection issues.

### Values, Principles and Beliefs that Guide the Policy

- Within the context of this Policy a Child is a child as defined in the Children Act No 8 of 2001 of the Laws of Kenya.
- The “best interests of the child” as defined in the Children Act are primary.
- All children, girls and boys, of all abilities and backgrounds have equal rights to safety in all settings and locations.
- Violence and abuse against children are never acceptable, in any form, location or setting.
- Violence against children has damaging and often long-lasting repercussions for children, their families and their communities.
- Children are vulnerable to violence and abuse due to their size, age, physical and psychological maturity, dependence and lack of power. While all children may be vulnerable, in some settings, some children may have a heightened risk of abuse and violence.
- Children have a right to parental care and to appropriate custody, care and control when parents for any reason are not the legally authorized care givers.
- Tracing and the restoration of family links for children is vital in situations of war, conflict and displacement.
- The Fundamental Principles of the Red Cross and Red Crescent Movement forms the cornerstone of this policy. These are:

### **1. Humanity**

KRCS through its child protection policy seeks to protect life and health of vulnerable children to ensure respect for the human being. In addition, the policy seeks to promote mutual understanding, friendship, co-operation and lasting peace among all Kenyans.

### **2. Impartiality**

In its interaction with children, KRCS will make not discrimination on basis gender, religion, ethnic background HIV/AIDS status and any other basis. The Society shall endeavour to relieve the suffering of individuals, being guided solely by their needs and giving priority to the most deserving cases.

### **3. Neutrality**

The Society shall endeavor to reach to all vulnerable children without taking sides in hostilities or engaging at any time in controversies of a political, racial, religious or ideological nature.

### **4. Independence**

KRCS while auxiliary to the Kenya Government and subject to the Kenyan laws shall always maintain autonomy so as to be able at all times to act in accordance with the principles of the Movement in regards to child protection.

### **5. Voluntary Service**

KRCS shall not be prompted in any manner by desire for gain in the execution of its child protection policy.

### **6. Unity**

KRCS will endeavor to implement the child protection policy in all its regions, branches as part of its humanitarian work. The services will be open for all deserving cases. All branches/regions will have equal status and share responsibilities and duties in enhancing the mechanisms for implementation of the child protection policy.

### **7. Universality**

Besides upholding the KRCS principles and values, the policy implementation will be guided by the various national and international statuses on human rights, child protection, confidentiality and compassion for the vulnerable in the society including the children’s Act and the African Charter on the Rights of the Child among others.

## **Forms of Child Abuse**

- a) Child sexual abuse, which occurs when a child is used by an older or more powerful child or adult for sexual stimulation or gratification. It can involve contact or non-contact, and includes the development of sexual relationships with children not condoned under international and local law, or using language, gestures or other behaviours that are sexual in nature with children;
- b) Child exploitation, which includes:
  - i) the actual or attempted abuse of a position of authority, differential power or trust in relation to a child, with a view to profiting sexually, monetarily, socially or politically from the use of the child;
  - ii) intentionally viewing, downloading or distributing any sexualized, demeaning or violent images involving children; or
  - iii) taking a photograph or other image of a child or making representations of a child in a way that can reasonably be interpreted as sexualized, demeaning or violent;
  - iv) economic exploitation and performing any work that is likely to be hazardous or to interfere with the child's physical, mental, spiritual, moral, or social development.
- c) Physical abuse of a child, which occurs when a person physically hurts or threatens to hurt a child, or by any means deliberately create a significant risk of physical hurt to a child;
- d) Emotional abuse of a child, which occurs when a person repeatedly or severely attacks a child's self-esteem through use of language, gestures or other behaviour that is degrading, isolating, humiliating, terrorizing, rejecting or corrupting, or that ignores a child's need for basic emotional care, or where a person by any means deliberately creates a significant risk of emotional harm to a child;
- e) Child neglect, which is inattention to the basic necessities of life such as shelter, education, medical care, supervision, safe environments and clothing, and includes acts or omissions that deny a child basic necessities that are the responsibility and within the capacity of the Red Cross to provide in any given situation.

### **Responsibilities on Child Protection**

As a mutually shared responsibility, all Kenya Red Cross staff, volunteers and other partners, contractors and sub-contractors acknowledge to meet their responsibility towards child protection.

The management of Kenya Red Cross has a duty to allocate adequate resources and ensure that systems are functional to conceive set up, promote and implement child protection unit/system.

Active participation is encouraged in building and maintaining an environment that is safe for children. Reporting of violation is a mandatory responsibility of any KRCS staff, volunteer and any other person covered by this policy.

#### **(a) The Governance**

- Mainstream child protection into the existing governance structures
- Facilitate representation in the standing committees
- Ensure that child protection issues are sufficiently reflected in the overall management plans
- Enhance visibility and disseminate the policy among other stakeholders, partners and contractors.

#### **(b) Management**

- Ensure that adequate support/resources are committed to implementation of child protection activities and devise means of fundraising, develop performance management targets for the programme among others
- Ensure that CP is included and/or integrated into the existing policies including identifying high risk activities and measures to reduce or remove the risk to children
- Ensure that staff understand the CP policy, have access to IEC materials and understand their responsibilities to child protection.

- Ensure that adequate information on alleged cases of abuse or on protection concerns is channeled to the respective line managers or their subordinates at the Regional/Branch level
- Ensure that the Policy is reviewed, monitored and evaluated periodically in accordance with the management practices at least every five years or earlier if warranted.

**(c) Child Protection Functions**

- Conceive, set up and implement KRCS Policy to protect children within and without emergencies
- Raise awareness on the conceived process among KRCS stakeholders, partners, contractors and sub-contractors and significant others
- Contribute toward building and maintaining a child safe environment within KRCS environment.
- Offer guidance and counsel to KRCS partners and stakeholders, contractors and sub-contractors on child protection issues where appropriate
- Facilitate the management of cases or alleged abuse or suspected protection concerns and availability of in-house capacity to manage CP issues
- Establish partnerships and networks with other relevant national and international stakeholders
- Ensure that M & E tools are in place

**(d) Human Resources**

- Ensure that structures are in place – recruit, induct, supervise and appraise the performance of the HR component with a Child Protection focus, including behavioral event interviewing, verbal referee checks, as well as disclosure of any exploitation offences. In some instances, a Certificate of Good Conduct will be required.
- Ensure that Child Protection is integrated into HR Policy and Procedure Guidelines for consultants, staff, and volunteers (short term and long term)
- Ensure that staff in the Regions/Counties/Branches are aware of their responsibilities through regular training
- Handle discipline issues among staff and volunteers as a consequence of non-adherence to the policy or otherwise

**(e) Regional/County offices**

- Facilitate Regional/County implementation of Child Protection and assist in the identification of focal persons;
- Organize for capacity building for staff and volunteers through Regional/County workshops; and
- Disseminate the Child Protection Policy.

**(f) Supply Chain**

- Ensure contracts for services include reference to adherence to Child Protection Policy.

**Best Practice guidelines**

Kenya Red Cross Staff, Volunteers, Contractors and sub-Contractors (KRCS personnel) shall in the course of their official duties have the following general obligations:

1. KRCS personnel will always act in the best interest of the child. Acting in the best interest of the child means doing what is best for the Child. In this respect KRCS personnel undertake to consider the interest of the child in planning and executing of all duties and responsibilities.
2. KRCS personnel will not discriminate on a child on any basis and in particular but not limited to on the basis of race, gender, colour, religion and ethnicity. KRCS personnel will further ensure that all children, girls and boys, of all abilities and backgrounds have equal rights to safety in all settings and locations.



3. That whenever KRCS personnel obtain as much information as possible on abuse of children, the same will as soon as possible be reported to a superior or higher authorities. However, KRCS personnel undertake allegations of child abuse are highly sensitive and they risk irreparable damage to both alleged victim and the alleged offender. In this respect KRCS personnel shall handle it with utmost confidentiality.
4. KRCS personnel undertake to uphold and promote child protection through example. In this respect, staff and volunteers will not behave in any manner that is considered inappropriate in the presence of children. Specifically, KRCS personnel will in the presence of children not dress inappropriately or speak in a vulgar and foul language.
5. Violence and abuse against children are never acceptable, in any form, location or setting. In this respect, KRCS personnel will not engage in or contribute in any way to child abuse as defined in this policy. This includes the obligation of not attempting to exercise physical discipline upon a child.
6. In the course of their duties, if any KRCS personnel discover an inappropriate attraction or attention being shown by a minor, he or she shall maintain clear professional boundaries with the minor and report or refer the minor to another adult.
7. KRCS personnel undertake to avoid touching a child in any manner that could be considered sexual or in some other way inappropriate.
8. KRCS staff and volunteers are not allowed to have sexual relations with children under the age of eighteen years.
9. KRCS personnel will take all reasonable measures to avoid, in the course of their duties to spend time alone with a child in isolation, away from the observation of others, unless specifically authorized by an immediate superior or in circumstances where the safety of the child is at risk and immediate contact is demonstrated to be in the best interests of the child.
10. That any publication or presentation, electronically or otherwise, of a child's personal information, images or location, or exchanging such information through an electronic social networking facility, will only be done where it reasonably supports the needs of the organization and should always be done in a way that does not pose a risk to the safety of the child.
11. Notwithstanding the above, the behaviours of all personnel in their interaction will be guided by provisions of both National and International Law governing rights of the Child.
12. This CP should be read together with the Children Act No. 8 of 2001, Article 53 of the Constitution (Rights of Children), the African Charter on the Rights and Welfare of the Child and the UN Convention on the Rights of the Child.

### **Reporting of Child Abuse**

Any suspicion that a child has been abused by a member of staff, volunteer, partner, contractor or sub-contractor should be reported to the Line Manager.

The Line Manager will take such steps as considered necessary to ensure the safety of the child in question and any other child who may be at risk.

The parents or caregivers of the child will be contacted as soon as possible for advice and information.

The Line Manager will make an immediate decision about whether any individual accused of abuse should be temporarily suspended, disengaged or what other action should be taken pending further police and social services inquiries

Irrespective of the findings of the social services or police inquiry, a Disciplinary Committee will be established by the Secretary General and will assess all individual cases to decide whether a member of staff or volunteer can be reinstated and how this can be sensitively handled.

The Disciplinary Committee must reach a decision based upon the available information, which could suggest that on a balance of probability; that is it is more likely than not that the allegation is true or not true.

The welfare of the child should remain of paramount importance throughout.

If the Line Manager is the subject of the suspicion/allegation, the report must be made to the appropriate Manager or in his/her absence to the Secretary General. The manager or the Secretary General will act in the appropriate manner and procedure outlined above.

Every effort should be made to ensure that confidentiality is maintained for all concerned. Information should be handled and disseminated on a need to know basis only.

### **Discipline**

KRCS personnel who do not fulfill their responsibilities as established by this policy are subject to disciplinary measures, up to and including termination of their employment, volunteer or contractual status with KRCS. As well, they may be subject to criminal proceedings, depending on the circumstances of the incident.

### **Historical allegations of abuse**

Concerns about past incidents of child abuse by KRCS personnel prior to the development of this Policy may be reported. The Organization will take reasonable action to respond in accordance with this Policy, having regard to the circumstances surrounding the allegation, the time frame, and available access to credible information.

### **Child Protection Code of Conduct**

I, \_\_\_\_\_, acknowledge that I have read and understand the Child Protection Policy and agree that in the course of my association with KRCS, I must:

- treat children with respect regardless of race, colour, gender, language, religion, political or other opinion, national, ethnic or social origin, property, disability, birth or other status
- not use language or behaviour towards children that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate
- not engage children under the age of 18 in any form of sexual intercourse or sexual activity, including paying for sexual services or acts
- wherever possible, ensure that another adult is present when working in the proximity of children
- not invite unaccompanied children into my home, unless they are at immediate risk of injury or in physical danger
- not sleep close to unsupervised children unless absolutely necessary, in which case I must obtain my supervisor's permission, and ensure that another adult is present if possible
- use any computers, mobile phones, video cameras, cameras or social media appropriately, and never to exploit or harass children or access child exploitation material through any medium
- not use physical punishment on children
- not hire children for domestic or other labour which is inappropriate given their age or developmental stage, which interferes with their time available for education and recreational activities, or which places them at significant risk of injury
- comply with all relevant Kenyan and international legislation, including labour laws in relation to child labour
- immediately report concerns or allegations of child exploitation and abuse and policy non-compliance in accordance with appropriate procedures
- immediately disclose all charges, convictions and other outcomes of an offence, which occurred before or occurs during my association with KRCS that relate to child exploitation and abuse.
- State that my name is not listed on any register of the sex offenders list in any court.
- I do not have any criminal matters pending in court, police or other institution.
- I have never been prohibited/suspended from interacting with children.
- When photographing or filming a child or using children's images for work-related purposes, I must:
  - assess and endeavour to comply with local traditions or restrictions for reproducing personal images before photographing or filming a child
  - Obtain informed consent from the child and parent or guardian of the child before photographing or filming a child. As part of this I must explain how the photograph or film will be used
  - Ensure photographs, films, videos and DVDs present children in a dignified and respectful manner and not in a vulnerable or submissive manner. Children should be adequately clothed and not in poses that could be seen as sexually suggestive
  - ensure images are honest representations of the context and the facts
  - Ensure file labels, meta data or text descriptions do not reveal identifying information about a child when sending images electronically or publishing images in any form.



- I understand that the onus is on me, as a person associated with KRCS, to use common sense and avoid actions or behaviours that could be construed as child exploitation and abuse.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**Stamp**