



**BID DOCUMENT**

**SOLAR POWER CONNECTION**

**Turkana County (Kakuma refugee camp) and Garissa County (Dagahaley Dadaab)**

**Tender NO. KRCS/PRF-07880/2021**

**March 2021**

**The closing date is Wednesday, 7<sup>th</sup> April 2021 at 11.00 a.m. and the responses should be sent via email to [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke)**

*"No offer, payment, consideration, or benefit of any kind which could be regarded as an illegal or corrupt practice shall be made – neither directly nor indirectly – as an inducement, or reward in relation to tendering award of the contract or execution of the contract. Any such practice will be grounds for the immediate cancellation of this contract and for such additional action civil and/or criminal as may be appropriate. At the discretion of the Kenya Red Cross Society a further consequence of any such practice can be the definite exclusion from any tendering for projects funded by the Kenya Red Cross Society".*

**Note: Attached child protection policy must be signed and stamped for the bid to be accepted**

**CLIENT**

THE SECRETARY GENERAL  
KENYA REDCROSS SOCIETY  
P. O. BOX 40712  
NAIROBI

## **INVITATION FOR BIDS**

### **Project: Solar Power connection**

You are hereby invited to bid for the supply and installation of a solar power system for Kakuma refugee camp, Turkana County and Dagahaley Dadaab, Garissa County.

The scope of works is as follows:

- Supply and install solar modules
- Supply and install solar batteries
- Supply and install 1000 12V DC Hybrid inverter

**Dr. Asha Mohammed**

**THE SECRETARY GENERAL  
KENYA RED CROSS SOCIETY  
P.O.BOX 40712-00100  
NAIROBI**

**Bid Form**

Dear Sir,

**BID FOR: SOLAR POWER CONNECTION AT KAKUMA REFUGEE CAMP, TURKANA COUNTY AND  
DAGAHLEY DADAAB GARISSA COUNTY**

Having examined the specifications and Bills of Quantities for the works described in these documents, we the undersigned offer to carry out the construction work complete and maintain the whole of the said works in conformity with this Contract for the sum of

Kshs.....  
..... (Amount in words) Kshs..... (Amount in figures)

We undertake if our bid is accepted to commence the works as soon as it is reasonably possible after receipt of the Client's Order to commence and to complete and deliver the whole of the works comprised in the Contract within.....(days) from the Commencement date.

We agree to abide by this Bid for the Bid validity period of ninety (90) days, from the tender opening date and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

We also agree that pending the preparation and execution of the formal Agreement, this Bid together with the notification of award of the contract shall constitute a binding contract between the Client and the Contractor.

Dated this ..... day of ..... 2021.

Witness

|                    |       |       |
|--------------------|-------|-------|
| Signature          | ..... | ..... |
| Name               | ..... | ..... |
| In the Capacity of | ..... | ..... |
|                    | ..... | ..... |

## TABLE OF CONTENTS

|  |    |
|--|----|
| INSTRUCTIONS TO BIDDERS .....                      | 5  |
| 1. General .....                                   | 5  |
| 2. Tender Documents .....                          | 6  |
| 3. Preparation of Tenders .....                    | 6  |
| 4. Submission of Tenders .....                     | 7  |
| 5. Tender Opening and Evaluation .....             | 7  |
| 6. Award of Contract .....                         | 8  |
| CONDITIONS OF CONTRACT .....                       | 10 |
| 1. Definitions .....                               | 10 |
| 2. Contract Interpretation .....                   | 11 |
| 3. Communication .....                             | 11 |
| 4. Works .....                                     | 11 |
| 5. Safety and Temporary Works .....                | 11 |
| 6. Work Program .....                              | 11 |
| 7. Mobilization to site .....                      | 11 |
| 8. Instructions .....                              | 11 |
| 9. Early Warning .....                             | 12 |
| 10. Defects .....                                  | 12 |
| 11. Bill of Quantities .....                       | 12 |
| 13. Variations .....                               | 12 |
| 14. Liquidated Damages .....                       | 13 |
| 15. Liability and Insurances .....                 | 13 |
| 16. Completion and Taking Over .....               | 13 |
| 18. Payment Application and Advance Payments ..... | 13 |
| 19. Final Account .....                            | 14 |
| 20. Termination .....                              | 14 |
| 21. Payment upon Termination .....                 | 14 |
| 22. Settlement of Disputes .....                   | 15 |
| 23. TECHNICAL SPECIFICATION .....                  | 22 |
| 24. PREABLES TO BILL OF<br>QUANTITIES .....        | 28 |
| 25. BILL OF QUANTITIES .....                       | 29 |

## INSTRUCTIONS TO BIDDERS

1. General
  - 1.1 All Bidders shall include the following information and documents with their tenders, unless otherwise stated:
    - (a) Copies of certificates of registration, and principal place of business;
    - (b) A signed and dated tender bid form (as attached herewith) that is legally binding.
  - 1.2 It is the Bidder's responsibility to examine the site conditions and obtain all information that may be necessary for preparing the tender and entering into contract for construction of the Works. The costs of visiting the Site shall be at the Bidder's own expense.
  - 1.3 Only Contractors with experience in carrying out similar works or who demonstrate ability to carry out the works in the contract will be considered eligible for the bid.
  - 1.4 In the event that pre-qualification of potential Bidders has been undertaken, only tenders from pre-qualified Bidders will be considered for award of Contract. Those qualified Bidders should submit with their tender any information updating their original pre-qualification applications or, alternatively, confirm in tenders that the original submitted pre-qualification information remains essentially correct as of the date of tender submission.
  - 1.5 All Bidders shall include the following information and documents with their tenders, unless otherwise stated failure to produce these may lead to the bid being perceived as non-compliant and the bidder risk to be disqualified from the bidding process;
    - (a) Copies of certificates of incorporation and principal place of business
    - (b) Relevant NCA registration certificate and Annual Practising License
    - (c) Staff CVs to be engaged in the work, including their qualifications
    - (d) Description of experience in works of a similar nature and the monetary value of the construction works for each of the last three years, and names and contacts of Clients who may be contacted for further reference
    - (e) Major items of construction equipment owned
    - (f) Reports on the financial standing of the Bidder, such as profit and loss statements, bank statements and auditor's reports for the last three years
    - (g) Evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources
    - (h) References from the Bidder's bankers on the bidder's capability to undertake the Works of the Bid Price
    - (i) Proposals for subcontracting components of the Works amounting to more than 10 percent of the Contract Price
  - 1.6 To qualify for award of the Contract, Bidders shall meet the following minimum qualifying criteria;
    - (a) Registration with National Construction Authority as a contractor
    - (b) Annual volume of construction work of at least 3 times the estimated contract price
    - (c) Experience, over the last three years, as the main contractor in the construction of at least three works of a nature and complexity equivalent to the works being tendered.
    - (d) Liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than 20% of the estimated Contract Price- All current contractual commitments to be reported in terms of monetary value, geographic location, scope of work and time line for completion

## 2. Tender Documents

- 2.1 The complete set of tender documents comprises the documents listed here below and any addenda issued in accordance with clause 2.4 here below: -
- (a) These instructions to Bidders
  - (b) Form of Tender and Qualification Information
  - (c) Conditions of Contract
  - (d) Specifications
  - (e) Drawings
  - (f) Bills of Quantities
  - (g) Performance security (if Advance is applied for)
- 2.2 The Bidder shall examine all instructions, forms and specifications in the tender documents. Failure to furnish all information required as per the tender documents, or submission of a tender not substantially responsive to the tendering documents in every respect will be at the Bidder's risk may result in rejection of his tender.
- 2.3 A prospective Bidder requiring any clarification of the tendering documents may notify the Client in writing or facsimile at the address indicated in the letter of invitation to tender. The Client will respond to any request for clarification received earlier than seven [7] days prior to the deadline for submission of tenders. Copies of the Client's response will be forwarded to all persons issued with tendering documents, including a description of the inquiry, but without identifying its source.
- 2.4 Before the deadline for submission of tenders, the Client may modify the tendering documents by issuing addenda. Any addendum thus issued shall be part of the tendering documents and shall be communicated in writing or facsimile to all Bidders. Prospective Bidders shall acknowledge receipt of each addendum in writing to the Client.
- 2.5 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their tenders, the Client shall extend, as necessary, the deadline for submission of tenders in accordance with clause 4.2 here below.

## 3. Preparation of Tenders

- 3.1 The tender submitted by the Bidder shall comprise the following: -
- (a) The Instructions to Bidders,
  - (b) A signed and stamped bid form of tender (provided herewith)
  - (c) Conditions of Contract,
  - (d) Specifications;
  - (e) Priced Bills of Quantities
- 3.2 The Bidder shall fill in rates and prices for all items of the Works described in the Bill of Quantities/Schedule of Rates. Items for which no rate or price is entered by the Bidder will not be paid for when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 3.3 The rates and prices quoted by the Bidder shall not be subject to adjustment during the performance of the Contract.
- 3.4 Tenders shall remain valid for a period of 90 days from the date of submission. However, in exceptional circumstances, the Client may request that the Bidders extend the period of validity for a specified additional period. The request and the Bidders' responses shall be made in writing. A bidder may refuse the request.

- 3.5 Bidders shall submit offers that comply with the requirements of the tendering documents, including the basic technical design as indicated in the Drawings and Specifications. Alternatives will not be considered, unless specifically allowed in the invitation to tendered.
- 3.6 The Bidder shall share the documents as described in clause 3.1 of these Instructions to Bidders via the tenders email, [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke).
- 3.7 The copies of the tender should be signed and scanned by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to clause 1.1 as the case may be. All pages of the tender where alterations or additions have been made shall be initialed by the person or persons signing the tender.
4. Submission of Tenders
- 4.1 The Bidder shall submit the tender online via [tenders@redcross.or.ke](mailto:tenders@redcross.or.ke)
- 4.2 Tenders shall be sent to the Client via the email address specified above not later than **Wednesday, 7<sup>th</sup> April 2021 at 11.00 a.m.** However, the Client may extend the deadline for submission of tenders by issuing an amendment in accordance with Sub-clause 2.5 in which case all rights and obligations of the Client and the Bidders previously subject to the original deadline will be subject to the new deadline
- 4.3 Any tender received after the deadline prescribed in clause 4.2 will remain unopened and notification sent to the bidder.
5. Tender Opening and Evaluation
- 5.1 The tenders will be opened by the Client, in the presence of the Bidders' representatives who choose to attend on Wednesday, 7<sup>th</sup> April 2021 at 12.00 noon via a link that will be shared.
- 5.2 The Bidders' names, the total amount of each tender any discounts, tender modifications and withdrawals and such other details as may be considered appropriate, will be announced by the Client at the opening. Minutes of the tender opening, including the information disclosed to those present will be prepared by the Client.
- 5.3 Any effort by a Bidder to influence the Client's officials, processing of tenders or award decisions may result in the rejection of his tender.
- 5.4 To assist in the examination, evaluation, and comparison of tenders, the Client at his discretion, may ask any bidder for clarification of the tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or facsimile but no change in the price or substance of the tender shall be permitted except as required to confirm the correction of arithmetic errors discovered in the evaluation of the tenders in accordance with clause 5.7.

- 5.5 Prior to the detailed evaluation of the tenders, the Client will determine whether each tender (a) meets the eligibility criteria stated in 1.6; (b) has been properly signed; (c) is accompanied by the required documents and (d) is substantially responsive to the requirements of the tender documents.
- 5.6 If a tender is not substantially responsive, it will be rejected. The Client will evaluate and compare only the tenders determined to be substantially responsive
- 5.7 Tenders determined to be substantially responsive and bids found to be technically competent will be checked for any arithmetic errors. Errors will be corrected as follows:
- (a) Where there is a discrepancy between the amount in figures and the amount in words, the amount in words will prevail; and
  - (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will prevail, unless in the opinion of the Client, there is an obvious typographical error, in which case the adjustment will be made to the entry containing that error.
  - (c) The amount stated in the bid will be adjusted by the Client in accordance with the above procedure for correction of errors and with concurrence of the bidder. If the bidder does not accept the corrected amount of the bid the bid will be rejected.
- 5.8 The Client reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations and alternatives offers and other factors, which are in excess of the requirements of the tender documents or otherwise result in unsolicited benefits for the Client will not be taken into account in tender evaluation.
- 5.9 The Bidder shall not influence the Client on any matter relating to his tender from the time of tender opening to the time the Contract is awarded. Any effort by the Bidder to influence the Client or his employees in his decision on tender evaluation, tender comparison on Contract award may result in rejection of the tender.
6. Award of Contract
- 6.1 Subject to clause 6.2 the award of the Contract will be made to the Bidder whose tender has been determined to be substantially responsive to the tendering documents and who has offered the lowest evaluated tender price, provided that such Bidder has been determined to be eligible in accordance with the provision of clause 1.6.
- 6.2 Notwithstanding the provisions of clause 6.1 above, the Client reserves the right to accept or reject any tender and to cancel the tendering process and reject all tenders at any time prior to the award of Contract without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- 6.3 All bidders will be notified of the outcome of their bids, who the successful bidder is and the criteria for the selection of the successful bidder.
- 6.4 The Bidder whose tender has been accepted will be notified of the award prior to expiration of the tender validity period in writing or by facsimile. This notification (hereinafter and in all Contract documents called the "Letter of Acceptance") will state the sum [hereinafter and in all Contract documents called the "Contract Price" which the Client will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract. Due to the humanitarian and emergency nature of KRCS work, you may be required to immediately commence the contracted works pending signing of the Contract Agreement, and the notification of award will constitute the formation of the Contract.
- 6.5 The Contract Agreement will incorporate all agreements between the Client and the successful Bidder. It will be signed by the Client and sent to the successful Bidder, following the Notification of Award. Within 7 days of receipt the successful Bidder will sign the Agreement and return it to the Client.





## CONDITIONS OF CONTRACT

### 1. Definitions

In this Contract, except where context otherwise requires, the following terms shall be interpreted as indicated;

“Client” is Kenya Red Cross Society, the “Procuring Entity” or the party who employs the Contractor to carry out the Works.

“The Contractor” refers to the person or corporate body who’s tender to carry out the Works has been accepted by the Client.

“Project Manager” is the person appointed by the Client and notified to the Contractor, who is responsible for supervising the execution of the Works and administering the Contract.

“The Contract” means the agreement entered into by the Client and the Contractor as recorded in the Agreement Form and signed by the parties.

“The Works” are what the Contract requires the Contractor to construct or install, and turnover to the Client.

“Bills of Quantities” means the priced and completed Bill of Quantities forming part of the tender.

“Commencement Date” is the latest date when the Contractor shall start execution of the Works.

“The Intended Completion Date” is the date on which it is intended that the Contractor shall complete the Works. The intended completion date may be revised only by the Client’s Representative by issuing an extension of time or accelerated order.

“The Completion Date” means the date of completion of the Works as certified by the Project Manager.

“The Contractor’s Tender” is the completed tendering document submitted by the Contractor to the Client.

“The Contract Price” is the price stated in the Letter of Award.

“A Defect” is any part of the Works not completed in accordance with the Contract.

“The Defects Liability Period” is the period named in the Contract and calculated from the Completion Date.

“The Certificate of Completion” is the certificate issued by the Client’s Representative upon completion of the Contract and correction of defects by the Contractor.

“Drawings” include calculations and other information provided or approved by the Client’s Representative for the execution of the Contract.

“Plant” is any integral part of the Works that shall have a mechanical, electrical, chemical or biological function.

“Site” is the area shown to the Contractor where the works are to be constructed.

“Site Investigation Reports” are those reports that may be included in the tendering documents, which are factual and interpretative about the surface and subsurface conditions at the site.

“Specification” means the Specification of the Works included in the Contract and any modification or addition made or approved by the Client’s Representative.

“A Variation” is an instruction given by the Client’s Representative, which varies the design, materials used, the methodology used in execution of the Contract, scope of work, or any other variation which alters the nature of the Works and may have implications on the cost and timely completion of the Contract.

## 2. Contract Interpretation

The following documents shall constitute the Contract documents and shall be interpreted in the following order of priority;

- (1) The Agreement
- (2) The Bid Form
- (3) The Letter of Acceptance
- (4) The Contractor’s Tender
- (5) Conditions of Contract
- (6) Specifications
- (7) Drawings
- (8) Bills of Quantities
- (9) Any other documents listed in the Appendix to Conditions of Contract as forming part of the Contract.

Immediately after the execution of the Contract, the Client shall furnish the Contractor with one copy of all the Contract documents. Further, as and when necessary the Client shall furnish the Contractor with 2 copies of such further drawings or details or descriptive schedules as are reasonably necessary, either to explain or amplify the Contract drawing or to enable the Contractor to carry out and complete the Works in accordance with these Conditions.

## 3. Communication

Communication to the Contractor on quality of work will be through works inspection requisitions made by the Contractor.

Communications between parties shall be effective only when in writing. A notice shall be effective only when it is delivered.

## 4. Works

The Contractor shall construct and shall install the Works in accordance with the Specifications and Drawings. The Works shall be carried out in accordance with the Program submitted by the Contractor, as updated with the approval of the Project Manager, and complete them by intended Completion Date.

## 5. Safety and Temporary Works

The Contractor shall be responsible for the safety of all activities on the site.

## 6. Work Program

Within seven days from the date of signing the Contract, the Contractor shall submit to the Project Manager for approval a program of works showing the general methods, arrangements, order and timing for all the activities in the Works.

## 7. Mobilization to site

Upon notification of award of contract in accordance to clause 6.4, the contractor shall mobilize to site within a reasonable period of time but no later than 14 days after aware. Failure to do so shall be constituted as a breach of contract and will inure termination subject to clause 19.

## 8. Instructions

The Contractor shall carry out all instructions given by the Project Manager with regard to the quality of Work and timely execution of the Contract in accordance with the Contract

#### 9. Early Warning

The Contractor shall notify the Project Manager at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the Work, increase the Contract Price or delay the execution of the Work.

The Contractor shall cooperate with the Project Manager in making and considering proposals on how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the Work and in carrying out any resulting instructions of the Project Manager.

#### 10. Defects

The Project Manager shall inspect the Contractor's work and notify the Contractor of any defects that are found. Such inspection shall not affect the Contractor's responsibility regarding the Works. The Project Manager or the Office in charge may instruct the Contractor to search for defects and uncover and test any Work that the Project Manager considers may have a defect. The cost of uncovering and making good shall be borne by the Contractor.

#### 11. Bill of Quantities

The Bills of Quantities shall contain items for the construction, installation, testing and commissioning of the Work to be done by the Contractor. The Contractor will be paid for the quantity of the Work done at the rate in the Bills of Quantities for each item.

#### 12. Securities

In the event the Contractor requires an Advance Payment, Security shall be provided to the Client within 14 days after signing the contract and shall be issued in an amount and form and by a reputable bank accepted by the Client, and denominated in Kenya Shillings. The amount of such securities shall be paid to the Client in the above prescribed manner and shall be 20% of the Contract price or the Advance Payment being sought, whichever is greater. This security shall be released by the Client upon satisfaction in works executed after completion but not earlier than thirty days after issuance of the certificate of Completion.

The Contractor will forfeit the Advance Payment Securities in the event of breach of contract due to failure of the Contractor to execute works as per the Contract.

#### 13. Variations

Variations to be considered under this contract will be in form of variations of work

All variations shall be included in the updated program produced by the Contractor.

The Contractor shall provide the Project Manager with a quotation for carrying out the variation when requested to do so. The Project Manager shall assess the quotation, which shall be given within seven days of the request or within any longer period as may be stated by the Project Manager and before the Variation is ordered.

If the work in the variation corresponds with an item description in the Bills of Quantities, the rate in the Bills of Quantities shall be used to calculate the value of the variation.

If the Contractor's quotation is unreasonable, the Project Manager may order the variation and make a change to the Contract price, which shall be based on the Project Manager's own forecast of the effects of the variation on the Contractor's cost.

The Contractor shall not be entitled to additional payment for costs that could have been avoided by giving early warning.

The Client may also instruct the Contractor to omit works in the Contract of up to 30% without violating the contract.

The contract is considered as a fixed price contract and allowance shall not be made for the fluctuations in price of materials or labour. The contract sum shall be deemed to have been calculated to include all basic prices of materials inclusive of all duties on materials, the rates and wages and other expenses.

#### 14. Liquidated Damages

The Contractor shall pay liquidated damages to the Client at the rate of Ksh 10,000 per day for each day that the actual Completion Date is later than the Intended Completion Date subject application of conditions in Clause 8 and 11. The Client may deduct liquidated damages from payments due to the Contractor. Payment of liquidated damages shall not alter the Contractor's liabilities.

#### 15. Liability and Insurances

The Contractor shall indemnify the Client from all risk of personal injury, death or loss of or damage to property (including the Works, Plant, Materials and Equipment), which are due to use or occupation of the Site by the Works or for the purpose of the Works, which is the unavoidable result of the Works.

#### 16. Completion and Taking Over

Upon the Project Manager's satisfaction that the works are complete and tested in accordance with the specifications, the Contractor shall make a written request to the Clients Representative to issue a Certificate of Completion for the Works. The Client shall take over the Site and the Works within seven (7) days of the Clients Representative issuing a Certificate of Completion.

#### 17. Retention money

10% retention money will be deducted from the final payment which is determined in accordance with Clause 18. The Client will retain the retention money for Six Months from the official date of the project completion. The retention Money will be released to the Contractor by the Client after the final inspection and certification that all defects identified and communicated to the Contractor are rectified to the satisfaction of the Engineer within the retention period.

#### 18. Payment Application and Advance Payments

The Contractor shall submit to the project Manager applications for payment giving sufficient details of the Work done and materials on site and the amount which the Contractor considers himself to be entitled to. The Project Manager shall check the application and certify the amount to be paid to the Contractor within 14 days. The value of Work executed and payable to the Contractor shall be determined by the Project Manager and certified by the Client's Representative.

The value of work executed shall comprise the value of the quantities of the items in the Bills of Quantities completed; materials delivered on Site, variations and compensation events. Such materials shall become the property of the Client once the Client has paid the Contractor for the value. Thereafter, they shall not be removed from Site without the Project Manager's instructions except for use upon the Works.

Interim payment shall be paid when the value of works executed amounts to 50% of the total works and upon approval by the client's representative.

The Client shall pay the Contractor the amounts certified by the Client's Representative within 21 days from the date of issue of each payment application.

Items of the Work for which no rate or price has been entered in will not be paid for by the Client and shall be deemed covered by other rates and prices in the Contract.

#### 19. Final Account

The Contractor shall submit to the Project Manager the final payment application with detailed account of the total amount that the Contractor considers payable to him by the Client under the Contract within 14-days of issuance of the Certificate of Completion. The Project Manager shall determine the final payment that is due to the Contractor within 7-days of receiving the Contractor's account if it is correct and complete. The payment shall then be certified by the Client's Representative for payment within 14-days. The Client shall pay the Contractor the final payments due within 30-days after certification by the Client's Representative.

#### 20. Termination

The Client or the Contractor may terminate the Contract if the other party causes a fundamental breach of the Contract. These fundamental breaches of Contract shall include, but shall not be limited to, the following:

- (a) The Contractor stops work for 21 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the project Manager;
- (b) The Project Manager instructs the Contractor to delay the progress of the Works, and the instruction is not withdrawn within 21 days;
- (c) The Contractor is declared bankrupt or goes into liquidation other than for a reconstruction or amalgamation;
- (d) A payment certified by the Project Manager is not paid by the Client to the Contractor within 30 days (for Interim Certificate) or 60 days (for Final Certificate) of issue;
- (e) The Project Manager gives notice that failure to correct defect is a fundamental breach of Contract and fails to correct it within a reasonable period of time (no greater than 7 days from the time of instruction) determined by the Project Manager.

Notwithstanding the above, the Client may terminate the Contract for convenience

If the Contract is terminated, the Contractor shall stop work immediately, make the Site safe and secure, and leave the Site as soon as reasonably possible. The Project Manager shall immediately thereafter arrange for a meeting for the purpose of taking record of the Works executed and materials, goods, equipment and temporary buildings on Site, physically ascertain the same and quantify the amount payable using the unit rates in the BOQ. This will determine if the client owes the contractor more money or the contractor owes the client money. Such outstanding payments will be done within 7 days of the valuation exercise. All material and labor debt will be accounted for and the contractor will be liable for such costs in event of a stop contract procedure. The contractor is bound to pay such debts within 7 days.

If Contract is frustrated by the outbreak of war or by any other event entirely outside the control of either the Client or the Contractor, the Project Manager shall certify that the Contract has been frustrated. The Contractor shall make the Site safe and stop Work as quickly as possible after receiving this certificate and shall be paid for all Work carried out before receiving it.

#### 21. Payment upon Termination

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Project Manager shall issue a certificate for the value of the Work done and materials ordered and delivered to Site up to the date of the issue of the certificate. Additional liquidated damages shall not apply.

If the Contract is terminated for the Client's convenience or because of fundamental breach of Contract by the Client, the Project Manager shall issue a certificate for the value of the Work done, materials ordered, the reasonable cost of removal of equipment, repatriation of Contractor's personnel employed solely on the Works, and the Contractor's costs of protecting and securing the works. If the total amount due to the Client exceeds any payment due to the Contractor, the difference shall be a debt payable by the Contractor. The difference shall be a debt payable by the Contractor within 14 days from the date of the Contract termination.

The Client may employ and pay other persons to carry out and complete the Works and to rectify any defects in the Works and use all materials on site, Plant, equipment and temporary works.

## 22. Settlement of Disputes

In case of any dispute or difference shall arise between the Client and the Contractor, such dispute shall be notified in writing by either party to the other with a request to come to an amicable decision regarding the dispute. Such decision will be bound to a 14 day timeline. Failure to reach an amicable decision in such a manner shall result in litigation of the matter.

SCHEDULES

SCHEDULE -1

PARTICULARS OF THE CONTRACTOR

|                    |  |
|--------------------|--|
| Name of Contractor |  |
| Postal address     |  |
| Physical Address   |  |
| Telephone          |  |
| Fax                |  |
| E-mail             |  |
| Directors          |  |
| Bankers            |  |
| Auditors           |  |



SCHEDULE -2

SIMILAR PROJECTS IMPLEMENTED BY THE CONTRACTOR IN THE LAST 2-YEARS

| No | YEAR | PROJECT | CLIENT | NATURE OF WORKS | CONTRACT PRICE (Ksh) |
|----|------|---------|--------|-----------------|----------------------|
| 1. |      |         |        |                 |                      |
| 2. |      |         |        |                 |                      |
| 3. |      |         |        |                 |                      |
| 4. |      |         |        |                 |                      |
| 5. |      |         |        |                 |                      |
| 6. |      |         |        |                 |                      |

(Include any additional pages if necessary)

SCHEDULE -3

KEY PERSONNEL

Name: .....

Designation: .....

Academic Qualifications: .....

Experience .....

.....

Name: .....

Designation: .....

Academic Qualifications: .....

Experience .....

.....

.....

Name: .....

Designation: .....

Academic Qualifications: .....

Experience .....

.....

.....

➤ BANK'S RECOMMENDATION

➤ COPIES OF CERTIFICATES OF REGISTRATION AS A CONTRACTOR

TECHNICAL SPECIFICATIONS

## 1. MATERIALS AND WORKMANSHIP

Each and every part of the Works shall be designed, constructed, manufactured, tested and installed in accordance with an internationally recognized Standard, Code of practice, or Regulation applicable to that part of the Works.

### 1.1. Materials

All materials, to be used in the execution of the work by the Contractor in this contract shall conform to the requirements of the latest Kenya Standards (KBS), International Standard Organization (ISO), British Standard Specifications (BSS), or other approved applicable standards in Kenya unless otherwise specifically stated.

Before incorporation in the Works, the Contractor shall submit to the Engineer for approval a sample of each respective material and such samples shall be at his office for reference.

### 1.2. Workmanship and Equipment

The materials and workmanship shall be of the best of their respective kinds and shall be to the approval of the Engineer.

Should any material/equipment which are in the judgment of the Engineer unsound, or of inferior quality or in any way unsuited for the work in which it is proposed for use, such materials/equipment shall not be used upon the works and shall forthwith be removed from the site and replaced with the proper quality items to the approval of the Engineer, all at the expense of the contractor.

All equipment delivered to site for purposes of carrying out the Contract Works shall not be removed from site without prior approval of the Engineer or until all the works are certified as complete

## 2. Testing and commissioning

The project constructed shall be fully tested to the Engineer's satisfaction. The Contractor shall run the water supply while training the community water supply operator for a period of 4-days for the water supplies rehabilitated and for a period of 7-days for new water supplies. The training shall entail all the routine maintenance practices.

### 2.1. Testing of Water Storage Tanks

The Water storage tanks shall be a proprietary product, well tried in situations similar to the site and proved capable of giving 20 years satisfactory service in retaining water and shall be tested for water tightness. The structure shall be gradually filled with water and allowed to remain full for three days. The permissible water loss shall not exceed 0.1% of the capacity of the structure. Any dampness or leakage or other defects, which shall be identified, made good to the Engineer's satisfaction at the Contractor's cost.

## 3. GENERAL CIVIL ENGINEERING WORKS

### 3.1 Condition of Site

Before carrying out any works on the site, the site shall be inspected by the Contractor in conjunction with the Engineer to establish its general condition, which shall be agreed and recorded in writing and if possible by means of photography

### 3.2 Drawings

The drawings shall comprise of the drawings in the bid documents issued to the Contractor in A3 or A1 size and any modifications to the drawings approved in writing by the Engineer.

### 3.3 Setting out

Before commencing of any works, the Contractor shall in the presence of the Engineer set out the works, with alignment as shown in the Drawings. In the case of pipelines, location of all the chambers must be marked. The works shall commence following the Engineer's approval.

### 3.4 Excavation and Backfilling for Pipe laying

At any spread the maximum length of open excavation shall not except with prior approval by the Engineer exceed 100 meters.

Where the trench is in a rocky area, the Contractor shall excavate the pipe trench to a depth 200mm below the invert of the pipe and refill with compacted granular fill.

All back filling of excavations shall be thoroughly compacted in layers not exceeding 150mm compacted thickness and by means which will not damage the pipe works. The back fill material should be free from rock greater than 20mm.

### 3.5 Excavation for Foundations

The Contractor shall give sufficient notice to the Engineer to enable him to examine foundations well in advance of concrete being placed for the inspection approval of the formation.

A bottom layer of not less than 75mm thickness shall be left undisturbed and subsequently taken out by hand.

Excavations for foundations shall be to such depth shown on the drawings or as the Engineer may direct.

### 3.6 Excavation of Wells

Wells are to be excavated by hand at a diameter of 1.2m to a depth of 20m below ground level. All three wells are to be lined by precast concrete well lining sections of internal diameter 1m.

### 3.7 Water Storage Tanks

The Contractor shall construct the stands of the tank to the Engineer's approval, taking account of the soil and other conditions at site. The Pipe work passing through the tank shall do so via plates with factory-made openings of the required diameter reinforced and drilled to match the appropriate BS 4504 flanges. The tank shall be complete with inlet, outlet, scour and over flow provisions.

The tank roof shall be of the same material as the walls, or approved alternative. Roofs shall incorporate two access openings with lockable covers, at least 600mm square, one placed so as to allow servicing of the inlet valve. The roof shall be able to support 3Kn point load associated with cleaning and maintenance.

### 3.8 Concrete

All reinforced concrete will be class 20/25 the mix ratio to be used is 1:2:3 except where mix design is carried out or as specified in drawings.

The mix proportions shall be selected to ensure that the workability of the fresh concrete is suitable for the conditions of handling and placing, having regard to the structural element being constructed and the environment to which it will be subjected.

#### 3.8.1 Inspection of Reinforcement and Formwork

No concreting shall commence until the reinforcement and formwork have been inspected and approved by the Engineer. Reinforcement in walls and columns shall be inspected and approved before being enclosed in the formwork.

#### 3.8.2 Aggregate Size

Coarse aggregates maximum size to be used is 20mm graded, for all reinforced concrete slabs less than 400mm thick.

Course aggregates maximum size to be used is 40mm graded, for all reinforced concrete slabs greater than 400mm thick.

#### 3.8.3 Production and Placing

Aggregates and cement shall be proportioned by volume batching with allowance. Aggregates and cement shall be proportioned by volume batching with allowance being given for volume bulking. The aggregates and the cement shall be thoroughly mixed in a clean mechanical mixer before water is added to suit the design.

Concrete shall be placed within 30 minutes of mixing, in layers not exceeding 400mm deep in such a manner as to avoid segregation. Each layer shall be compacted by means of approved vibrators to form a dense material free from honeycombing and other blemishes. The vibration shall be done and stopped when a thin film of mortar begins to appear on the surface. Before placing the concrete, areas intended to receive the concrete shall be properly cleaned.

Concrete mixing by hand and compaction by hand may be used only with prior approval of the Engineer.

#### 3.8.4 Formwork

All the formwork shall be sufficiently tight with plugging to prevent loss of grout during the vibration of the concrete. Faces of the formwork shall be clean, free from projections, imperfections or defects to provide the desired surface finish. The formwork shall be treated with approved mould oil before positioning.

Where timber is used for formwork it shall be properly cured, freed from warp, straight clean and free from loose knots. Formwork, which as a result of prolonged use or general deterioration does not, in the opinion of the Engineer conform the particular requirements set out, shall not be used.

#### 3.8.5 Curing

All concrete must be well cured to prevent loss of moisture and against harmful effects of weather like rain. The curing period should be not less than seven days or as directed by the Engineer.

### 3.9 Fencing

Fencing shall comprise galvanized chain link wire mesh 2m high supported on reinforced concrete poles, which are 2.5m high. The chain link shall be galvanized with 4mm galvanized tension wire. Above the mesh the posts shall have cranked tops at an angle of 45° facing outwards 500mm long, with suitable holes to carry three lines of barbed wire.

The Double leave steel gate shall be 3m wide by 2m high. The outside frame and internal members shall be 40mm hollow steel sections with heavy gauge 4mm weld mesh welded on.

The gate shall have a draw bolt with hasp, staple and padlock, which may be locked and operated from outside or inside. The Gate will also include a 1.2m wide pedestrian gate. Each gate shall be suspended on three hinges on masonry columns.

### 3.10 Building Works and Sundries

#### 3.10.1 Cement Mortar

Cement mortar for block work, rendering and screeding shall consist of ordinary Portland cement and approved natural sand mixed by hand or mechanical mixer in proportions by volume of one part of cement to four parts of sand (1:4) unless otherwise specified or shown on drawings.

The cement and sand shall first be mixed dry until the cement color cannot be distinguished from the sand in any part before wetting. The water content shall be just sufficient to ensure a dense mortar of stiff consistency and adequate workability or permit toweling or floating into place. The workability of cement mortar for rendering may be improved by adding an approved plasticizer in the proportions recommended by the supplier of the plasticizer.

The mortar prepared shall be used as rapidly as possible. Stiffened mortar shall not be used under any circumstance.

#### 3.10.2 Walling Block Work

Cut masonry building stones should be used where ever possible.

Precast concrete blocks may be used where this is not possible. The block shall be manufactured mechanically by compression and vibration. Mix ratio of one part of cement to twelve parts of sand will be used and the blocks cured for a period of not less than 10 days. The blocks shall not be used until after 28 days. The minimum compressive strength of the blocks measured in accordance with BS 2073 shall be 3.5N/mm<sup>2</sup>.

The blocks sizes to be used are; - 400x200x200; 400x200x150; 400x200x100

All blocks shall be well soaked in water before use. The vertical joints must be well staggered. The block work shall be carried out regularly with courses properly leveled and perpendicular joints plumbed as work proceeds. Hoop iron/wire mesh must be used on every alternative course unless otherwise instructed by the Engineer. No Joint should exceed 12mm thickness.

#### 3.10.3 Timber

All timber used shall be cypress grade 1 unless otherwise specified. The timber shall be treated to protect against pests attack.

#### 3.10.4 Plastering

Plaster shall be done using mortar specified in section 3.10.1 above. The plaster shall be applied in three coats as follows;

Coat 1 (coarse) minimum 5mm thick, 1:5 cement sand mortar

Coat 2 (coarse) minimum 10mm thick, 1:5 cement sand mortar

Coat 3 (fine) minimum 3mm thick, 1:2 cement: lime: mortar

### 3.10.5 Doors and Windows

Doors and windows as specified will include frames, latches, hinges, locks and handles and required of the structure. All ironmongery shall be of quality approved by the Engineer.

Glazing shall be 4mm panes and burglar bars 10mm thickness fixed at 120mm intervals or as designed by the Contractor and approved by the Engineer.

If need be, insect screening shall be fitted externally to all windows. This shall consist of fine mesh held in place by timber battens.

### 3.10.6 Painting

Painting material shall be of the best quality products of recognized manufacturers and shall be subject to the approval of the Engineer.

#### Timber

All surfaces to be painted shall be adequately cleaned prior to being painted. Timber shall be rubbed with sand paper until it is rendered smooth. All timber shall be painted with an under coat which shall be well rubbed down with sand paper. A second coat and third coat of ready mixed gloss paint shall then be applied, adequate time being given for each coat to dry.

#### Metal

Non galvanized metal work shall be rubbed and cleaned with wire brush and primed with red oxide of the best quality, followed by a coat of oil paint used for metal works and two coats of medium oil alkyd enamel paint.

#### Walls and Ceilings

All ceilings and rendered walls of buildings, both internal and external shall be painted with emulsion paint. The Emulsion paint shall be applied strictly as per the manufacturer's recommendations. The paint shall be applied in one primer and two finishing coats.

## 4 ELECTRO MECHANICAL WORKS

### 4.1 Submersible Pump

The pump shall be solar submersible centrifugal pump to be installed in the well as shown in the drawing included. The pumps shall be capable of operating satisfactorily in any of the combinations specified, without overloading or any other harmful effect within the operating limits dictated by the system curves for the maximum and minimum static heads and pipeline friction. The Contractor shall confirm sufficiency of pump before procurement including the durability of the pump to last at least into the ultimate time frame.

#### 4.1.1 Air Release and Priming

All pumps and pipe work shall be provided with adequate arrangements for the release of trapped air. Facility shall be provided for pumps to be self-priming.

#### 4.1.2 Low- and high-level switches



All pumps shall be fitted with high-level switches. The low level switch will only be required if specified. Electrodes for the switches shall be stainless steel, with adequate provision for activation level adjustment.

#### 4.1.3 Pump set Duty

Dynamic head losses in station suction and delivery pipe work under the Contract if specified under the Contract are indicative. The Contractor shall assess the duty head requirement and confirm the total duty head. The Net Positive suction Head shall be determined and confirmed by the contractor.

#### 4.2 Solar Paneling

The chosen solar pump panel shall conform to the minimum power specifications required and is to be procured by the contractor to fit the pump.

#### 4.3 Maintenance Tools and Manuals

The Contractor shall provide and deliver to the water supply a complete set of tools including spanners and special tools necessary for the servicing, maintenance and dismantling of equipment shall be supplied by the Contractor, and shall be contained in a suitably fitted painted steel box marked with the contents and fitted with a good quality lock and keys.

An original and copy of the electromechanical equipment operating manuals from the manufacturer should be included in the package in the kit.

### 5.0 PREAMBLE TO BILLS OF QUANTITIES

1. These Bills of Quantities form part of the Contract Documents and are to be read in conjunction with the Conditions of Contract Standard Specifications and Drawings.
2. The brief description of Bills of Quantities are to be purely for the purpose of identification and not in any way modify or supersede the detailed descriptions given in the Conditions of Contract, Specifications or Drawings. When pricing items, reference is to be made to Conditions of Contract, Specifications and Drawings for full description of works and materials.
3. It shall be the responsibility of the Contractor to arrange for the removal of or alteration to existing services where necessitated by works. Any costs incurred will be paid by the Contractor.
4. The rates and prices inserted by the bidder in the Bills of Quantities are to be fully inclusive of work described under the items and shall cover all overhead charges, incidentals, contingency expenses and profits.
5. In case of any addendum to the provided BOQ, the bidder is required to fully complete the original BOQ and the Addendum as per the instruction on the Addendum.

Power requirements for one office, the install will be done in six separate offices

| Appliance                                 | Quantity | Rating in Watts | Total Power | Back-Up Time per Day (Hrs) | Energy Demand in WH |
|---|----------|-----------------|-------------|----------------------------|---------------------|
| Internet Router                           | 1        | 30              | 30          | 6                          | 180                 |
| Laptop                                    | 2        | 65              | 130         | 6                          | 780                 |
| Light                                     | 2        | 12              | 24          | 6                          | 144                 |
| Phone                                     | 5        | 10              | 50          | 6                          | 300                 |
| Service Provider Customer Equipment       | 1        | 30              | 30          | 6                          | 180                 |
| Inverter self-load                        | 1        | 24              | 24          | 12                         | 288                 |
| <b>Total Instantaneous power in Watts</b> |          |                 | <b>288</b>  |                            | <b>1,872</b>        |

### BILL OF QUANTITIES

| Item | Description  | Unit | Qty | Rate | Amount |
|------|--|------|-----|------|--------|
| 1    | Supply and install a 200Ah 12V Sealed solar battery  | No.  | 1   |      |        |
| 2    | Supply and install a 125W 12V Crystalline solar module   | No.  | 4   |      |        |
| 3    | Supply and install a OPTI SP EFECTO 1000 12VDC HYBRID INVERTER   | No.  | 1   |      |        |
| 4    | Supply and install 6MM 2X2 SOLAR PV CABLE  | No.  | 15  |      |        |
| 5    | Supply and install an EARTHROD C/W CLAMP   | No.  | 1   |      |        |
| 6    | Supply and install COPPER EARTH CABLE 10MM   | m    | 10  |      |        |
| 7    | Fabricate and install GALV.STEEL TIN ROOF MOUNT STRUCTURE/WATT   | No.  | 1   |      |        |
| 8    | Supply and install WELDING CABLE 35MM  | No.  | 3   |      |        |
| 9    | Supply and install twin sockets complete with the wiring   | No   | 3   |      |        |
| 10   | Supply and install two bulbs one for the office and one for security lighting outside the office. (The installation should be complete with the wiring.) | No   | 2   |      |        |
| 11   | Mobilization to and from site  | Sum  | 1   |      |        |
|      | <b>Sub total for one office</b>  |      |     |      |        |
|      | <b>Total for the six offices</b>   |      |     |      |        |

### Note:

**The five units will be installed at Kakuma refugee camp and one at Dagahaley Dadaab**

## Annex 1: Evaluation criteria

**1.0 MANDATORY REQUIREMENTS.** These are mandatory attachments/documents to be attached to the tender document. Absence of any will lead to bidder being disqualified and will not proceed to the next stage of evaluation.

|  | Yes/No |
|--|--------|
| Certificate of Incorporation   |        |
| PIN Registration   |        |
| KRA Tax compliance   |        |
| Valid Registration Certificate and License From National Construction Authority (Category 6 or above for water works)                            |        |
| Valid current NCA annual practicing license for category 6 ( <b>Note that that contractor must be listed in the NCA digital portal/website</b> ) |        |
| Signed Child Protection Policy   |        |
| <b><i>Proceed / Not proceed to the next level of evaluation</i></b>  |        |

## TECHNICAL EVALUATION CRITERIA

The technical evaluation is weighted out of 100% with a pass mark of 60%. Any firm scoring **60** and above to proceed to the financial comparison stage.

### Summary Sheet

| Scoring criteria |   |                      | Bidder's Score |
|------------------|---|----------------------|----------------|
|                  | Description                                   | Maxim Possible Score |                |
| 1                | Works of similar nature                       | 30                   |                |
| 2                | Equipment for the works                       | 30                   |                |
| 3                | Staff Competence (Technical)                  | 20                   |                |
| 4                | Evidence of financial capability for the work | 20                   |                |
| <b>TOTAL</b>     |   | <b>100</b>           |                |

## 1.0 EXPERIENCE /WORKS OF SIMILAR NATURE (30)

### Schedule 1.1 (equal or higher values) max score (10)

| Criteria  | Maximum Points Possible | Bidder's score |
|---|-------------------------|----------------|
| Three projects of equal or higher value in the last three years.                      | 10                      |                |
| Any three projects of value between 50-100% of value of works in the last three years | 6                       |                |
| Any projects less than 25% value of the tendered works in the last three years        | 3                       |                |
| No submission of project record   | 0                       |                |
| <b>MAX SUB-TOTAL SCORE</b>  | <b>10</b>               |                |

Note :

1. Score awarded will be in line with the Bidder submitting documents which conform to the requirements above.
2. Only one score will be provided as per the submissions
3. The highest score attained will be allotted as per the submissions in accordance to the above
4. The score will be prorated based on the three largest projects of the contractor within the last three years. For example, one project of equal or higher value and two projects of value between 50-100% would score 7.3.

### Schedule 1.2 (Similar nature) max score (14)

| Criteria  | Maximum Points Possible | Bidder's Score |
|---|-------------------------|----------------|
| Three projects of similar nature and complexity combining the majority of the major elements under this tender – (bidder to detail and clearly display similarity of proposed works to their experience) in the last 3 years.           | 14                      |                |
| Three projects of similar nature including at a number of elements under this tender (bidder to detail and clearly display similarity of proposed works to their experience) in the last 3 years, e.g small piped distribution systems, | 9                       |                |
| Any Three projects of similar nature but not same complexity e.g. water pans, irrigation etc  | 7                       |                |
| Other unrelated construction works e.g. marine works , steel works road works etc   | 3                       |                |
| No submission in details works undertaken   | 0                       |                |
| <b>MAX SUB-TOTAL SCORE</b>  | <b>14</b>               |                |

Note :

1. Score awarded will be in line with the Bidder submitting requirements which conform to the requirements above.
2. Only one score will be provided as per the submissions
3. The highest score attained will be allotted as per the submissions in accordance to the above
4. The score will be prorated based on the three most similar projects of the contractor. For example, construction of one project of similar nature complexity and two similar projects would score 10.7.

**Schedule 1.3 (reference and clients) max score (6)**

|  | Maximum Points Possible | Bidder's Score |
|--|-------------------------|----------------|
| Three or more similar works satisfactorily completed for KRCS in the last 3 years (evidence for the same should be clearly submitted - reference letters, proof of payment in full, etc).                        | 6                       |                |
| Three or more similar works satisfactorily completed for GOK & other Agencies in the last 3 years (evidence for the same should be clearly submitted –completion cert, reference letters, proof of payment, etc) | 5                       |                |
| Works for other Clients  | 2                       |                |
| No details and references submitted  | 0                       |                |
| Works done un-satisfactorily for KRCS  | -6                      |                |
| <b>MAX SUB-TOTAL SCORE</b>   | <b>6</b>                |                |

Note :

1. Score awarded will be in line with the Bidder submitting requirements which conform to the requirements above.
2. Only one score will be provided as per the submissions
3. The highest score attained will be allotted as per the submissions in accordance to the above except if the Bidder is judged to have done unsatisfactory works for KRCS in the past

**2.0 CONTRACTORS EQUIPMENT (30)**

**Schedule 2.1- Equipment, availability and ownership score (15)**

|              | Plant Type required      | Maximum score |          | Bidders score |
|--------------|--------------------------|---------------|----------|---------------|
|              |                          | owned         | leased   |               |
| 1            | Support vehicles lorries | 1             | 0.5      |               |
| 2            | Fabrication units        | 2             | 1        |               |
| 3            | Fabrication workshop     | 5             | 2        |               |
| 4            | Light support vehicles   | 1             | 0.5      |               |
| 5            | Other assorted equipment | 1             | 0.5      |               |
| <b>Total</b> |                          | <b>10</b>     | <b>5</b> |               |

Note :

1. If receipts are not provided, it shall be assumed that the equipment will be leased/hired when needed.

**3.0 STAFF max score (20)**

**Schedule 3.1- Availability and education score (10)**

| <b>key staff required</b>                    | <b>No. required</b> | <b>maximum score for Educational qualification</b> |                    |                       |                       | <b>Bidders score</b> |
|--|---------------------|--|--------------------|-----------------------|-----------------------|----------------------|
|  |                     | <b>Degree</b>                                      | <b>diploma</b>     | <b>certificate</b>    | <b>o level/ other</b> |                      |
| <b>management</b>                            |                     |  |                    |                       |                       |                      |
| MD/CEO                                       | 1                   | 1  | 0.5                | 0                     | 0                     |                      |
| Engineer/manager (Civil/Mech)                | 1                   | 2  | 1                  | 0                     | 0                     |                      |
| ass Engineer (mech/civil-any building trade) | 1                   | 1  | 0.5                | 0                     | 0                     |                      |
| <b>total</b>                                 |                     | <b>4</b>   | <b>2</b>           | <b>0</b>              |                       |                      |
| <b>supervisory</b>                           |                     | <b>Degree</b>                                      | <b>diploma</b>     | <b>certificate</b>    | <b>o level/ other</b> |                      |
| Site agent (civil or building any trade)     | 1                   | 2  | 1                  | 0                     | 0                     |                      |
| Foreman                                      | 1                   | 2  | 1                  | 0.5                   | 0                     |                      |
| <b>total</b>                                 |                     | <b>4</b>   | <b>3</b>           | <b>1</b>              |                       |                      |
| <b>artisans</b>                              |                     | <b>diploma</b>                                     | <b>certificate</b> | <b>o level/ other</b> |                       |                      |
| Welders                                      | 1                   | 1  | 1                  | 0.5                   |                       |                      |
| plumbers                                     | 1                   | 1  | 1                  | 0.5                   |                       |                      |
| Steel Assembly technicians                   | 2                   | 2  | 1                  | 1                     |                       |                      |
| other support staff listed.                  |                     | 1  | 1                  | 0.5                   |                       |                      |
| <b>Total artisans</b>                        |                     | <b>5</b>   | <b>4.5</b>         | <b>2.5</b>            |                       |                      |
| <b>TOTAL ALL STAFF</b>                       |                     | <b>13</b>  | <b>9.5</b>         | <b>3.5</b>            | <b>0</b>              |                      |

Schedule 3.2 Experience score (10)

| key staff required                       | No. Required | maximum score for experience in construction industry |            |               | Bidders score |
|--|--------------|---|------------|---------------|---------------|
|  |              | Over 10 years   | 3-10 years | Upton 3 years |               |
| <b>management</b>                        |              |   |            |               |               |
| MD/CEO                                   | 1            | 1   | 0.5        | 0.25          |               |
| Engineer/manager (Civil)                 | 1            | 2   | 1          | 0.25          |               |
| ass Engineer (civil-any building trade)  | 1            | 1   | 0.5        | 0.5           |               |
| <b>supervisory</b>                       |              |   |            |               |               |
| Site agent (civil or building any trade) | 1            | 2   | 1          | 0.25          |               |
| Foreman 1 (civil or building any trade)  | 1            | 1   | 0.5        | 0.25          |               |
| ass Foreman                              | 1            | 1   | 0.5        | 0.5           |               |
| <b>artisans</b>                          |              |   |            |               |               |
| Welders                                  | 1            | 1   | 0.5        | 0.25          |               |
| plumbers                                 |              | 1   | 0.5        | 0.25          |               |
| Steel Assembly technicians               | 4            | 2   | 1          | 0.5           |               |
| other support staff listed.              | 1            | 1   | 0.5        | 0.5           |               |
| <b>TOTAL</b>                             |              | <b>13</b>   | <b>9.5</b> | <b>4.5</b>    |               |

**4.0 EVIDENCE OF FINANCIAL CAPACITY (20)**

Schedule 4.1 Available records score (5)

| Financial Record Provided                | Maximum Score | Bidders Score |
|--|---------------|---------------|
| Provided audited accounts for year 3     | 1             |               |
| Provide audited accounts for year 2      | 1             |               |
| Provided audited accounts for year 1     | 1             |               |
| Provided bank statements                 | 0.5           |               |
| Provided letter of credit(bank/supplier) | 1             |               |
| Other financial record                   | 0.5           |               |
| <b>Total score</b>                       | <b>5</b>      |               |

**Schedule 4.2 amount in record compared to value of work**

| financial capability                                   | Maximum score for financial capacity |               |               |               |               | Bidders scores |
|--|--------------------------------------|---------------|---------------|---------------|---------------|----------------|
|  | equal or over                        | 75% and above | 50% and above | 25% and above | less than 25% |                |
| Value of turn over thrre time the value tendered work  | 5                                    | 3.5           | 2.5           | 1             | 0.5           |                |
| Value of assets to tendered works valuer               | 5                                    | 3.5           | 2.5           | 1             | 0.5           |                |
| Value of credit line available to tendered works valur | 5                                    | 3.5           | 2.5           | 1             | 0.5           |                |
| <b>Total score</b>                                     | <b>15</b>                            | <b>10.5</b>   | <b>7.5</b>    | <b>3</b>      | <b>1.5</b>    |                |

**1.1 MANDATORY REQUIREMENTS CI 2.4)**

These being **mandatory** all must be provided,

|                                | Max score |
|--------------------------------|-----------|
| Certificate of Incorporation   | 1         |
| PIN Registration               | 1         |
| KRA Tax compliance             | 1         |
| NCA Registration Certificate   | 1         |
| NCA Practicing License         | 1         |
| Signed Child Protection Policy | 1         |
| <b>TOTAL</b>                   | <b>5</b>  |





# Kenya Red Cross Society

---

## Child Protection Policy

## **CONTENT**

1. Policy statement
2. Policy aims
3. Values, Principles and Beliefs that Guide the Policy
4. Forms of Child Abuse
5. Responsibilities on Child Protection
6. Good Practice guidelines
7. Reporting of Child Abuse
8. Discipline
9. Historical allegations of abuse
10. Code of Conduct

## **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 in its care. 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 form 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 regard 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 behavioural 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.
- 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 organisation 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 behaviour 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.
- state that I do not have any criminal matters pending in court, police or other institution.
- state that 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: