REPUBLIC OF KENYA

MINISTRY OF HEALTH
STATE DEPARTMENT FOR MEDICAL SERVICES

PROPOSED COMPLETION WORKS PHASE 1 OF EAST AFRICA'S CENTERS OF EXCELLENCE COMPLEX AT KENYATTA NATIONAL HOSPITAL (KNH) GROUNDS NAIROBI, KENYA

TENDER NO. MOH/SDMS/EACE/OCBI/001/2024-2025

Clarification

S/No	Clarification	Response
1	Please provide us with a I/O Schedule (Input/Output Schedule) to enable us quote appropriately for Building Management System (BMS)	Bidders are advised as follows: • **Installed items/systems** Bidders are advised to visit the site to develop the input/output schedule. • **To be supplied items/systems** Bidders are advised to develop the input/output schedule since this will be based on the items they propose to supply. ***Further, the bidders are advised to submit the developed I/O schedule with their Bids.***
2	Please provide us with the schematic drawings for the Main LV Board highlighted in the attachment above (Item A) MEDICAL GAS DISTRIBUTION. For the purpose of pricing the item. ELECTRICAL DISTRIBUTION SYSTEM - OTHER MECHANICAL SERVICES MEDICAL GAS DISTRIBUTION Main L.V. Sub-Switchboard for Medical gases labeled, Main L.V. Sub-Switchboard "M" complete with 1No. 400A	Bidders to quote for a 400A main MCCB and 500A busbars; all other items remain as per the drawing. The drawings are also attached.

	MCCB incomer, Outgoing MCCBs, Check Meter, Surge Arrestors, BMS Interfaces etc as specified and shown on the EP _3 and EP _4.8 drawings.	
3	Volume 2- BUILDER'S WORK	Revised to include some omitted external works- Bill No. 4 External Works Outside Plot Boundary
4	Extension of Opening/ Closing Time	The Tender submission date has been extended by 2weeks upto **22nd May 2025 at 10.00am.**
5	On page 41 of Volume 1 of 4 of the bid document under ITB 11.1(J) subsection 2 (Management Strategies and Implementation Plans (MSIPs) to manage the Environmental and Social (ES) risks), Sexual Exploitation and Abuse (SEA) and Traffic are the only Environmental and Social (ES) risks given, are these 2 the only ES risks?	The Environmental and Social (ES) risks for the project include the following: a. Sexual Exploitation, and Abuse (SEA) prevention and response action plan b. b) Traffic Management Plan to ensure safety of local communities from construction traffic c. Gender-Based Violence (GBV) d. Health and Safety of Contractor's Personnel e. Public / Community Safety/Incidents and Injuries to third parties f. Security of the site g. Archaeological and Geological findings h. Management and Safety Of Chemicals and Hazardous Materials i. Management of Hazardous And Nonhazardous Wastes j. Resource Efficiency and Pollution Prevention k. Noise and Excessive Vibration Pollution l. Dust and Air Pollution m. Employment Terms and Conditions n. Child Labour o. Grievance Redress Mechanism (GRM) p. Environmental Impacts of Natural Resource Extraction q. Emergency Response Procedures r. Communicable Diseases Management
1.	On pages 150 to 155 of Volume 1 of 4 of the bid document: Environmental and Social (ES) requirements, we have noted that the ES requirements for the proposed work have not been given, kindly clarify the issue	See below for the ES requirements for the proposed work

ENVIRONMENTAL AND SOCIAL (ES) REQUIREMENTS

The following are key Environmental and Social (ES) requirements:

1) Compliance with local and national environmental, health and safety laws and regulations

The Contractor shall comply with applicable AfDB's Intergrated Environmental and Social Safeguards, and all local and national environmental and Social Regulations and Laws

2) Environmental and Social (ES) Management Strategies and Implementation Plans (ES-MSIPs)

The Contractor shall prepare and submit as part of its Bid an Environmental and Social (ES) Management Strategies and Implementation Plans (MSIPs).

3) Environmental and Social (ES) Performance Security

The successful Bidder shall submit an Environmental and Social (ES) Performance Security for compliance with the Contractor's ES obligations. The Environmental and Social (ES) Performance Security will be 1% of the Accepted Contract Amount.

4) Code of conduct for the Contractor's Personnel

The Contractor shall prepare and submit as part of its Bid a Code of Conduct for the Contractor's Personnel.

The Contractor shall take all necessary measures to ensure that each Contractor's Personnel is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors. These measures include providing instructions and documentation that can be understood by the Contractor's Personnel and seeking to obtain that person's signature acknowledging receipt of such instructions and/or documentation, as appropriate.

The Contractor shall also ensure that the Code of Conduct is visibly displayed in multiple locations on the Site and any other place where the Works will be carried out, as well as in areas outside the Site accessible to the local community and project affected people. The posted Code of Conduct shall be provided in languages comprehensible to Contractor's Personnel, Employer's Personnel and the local community.

5) Measures to address environmental and social risks and impacts

The Contractor shall not carry out mobilization to Site unless the Engineer gives consent that appropriate measures are in place to address environmental and social risks and impacts, which as a minimum shall include applying the Management Strategies and Implementation Plans (MSIPs) and Code of Conduct for Contractor's Personnel, submitted as part of the Bid and agreed as part of the Contract.

The Contractor shall submit, to the Engineer for Review any additional MSIPs as are necessary to manage the ES risks and impacts of ongoing Works. These MSIPs collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP).

The Contractor shall review the Contractor's Environmental and Social Management Plan (C-ESMP) periodically (but not less than every six (6) months), and update it as required to ensure that it contains measures appropriate to the Works. The updated C-ESMP shall be submitted to the Engineer for Review.

6) Safety measures to avoid the occurrence of incidents and injuries to any third party

The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to any third party associated with the use of Contractor's Equipment on public roads or other public infrastructure. The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them.

7) Contractor's Health and Safety Obligations

The Contractor shall:

i. Be responsible for ensuring the safety, health and welfare of work people, Employer's Personnel, Employer's Representatives, consultants and authorized visitors to the site and for complying with any relevant Ordinances, Regulations or Union Agreement;

ii. In addition to complying with the requirements of the Occupational Safety & Health Act 2007, the Contractor and Sub-Contractors shall be required to comply in all respects with the Factories (Building Operations and Work of Engineering Construction) rules together with the Construction Safety Plan in compliance with International Labour Organizations (ILO) Regulations;

iii. Have a Site Health and Safety Officer who will be responsible for the health and safety of workers on the site;

iv. Provide approved good quality Personnel Protective Equipment such as helmets, high reflective vests, safety shoes and other necessary protective gear to all workers on site including Sub-Contractors' workers, to all authorized visitors to the site, and also to Employer Personnel, Employer Representatives and Consultants.

v. Provide adequate temporary safety Notices and Signs as the Engineer may consider necessary from time to time, the safety Notices and Signs shall be posted at strategic points within and around the site. The design and location of such notices and signs will be to the approval of the Engineer;

vi. Limit and restrict access to the construction site by unauthorized persons and members of the public;

vii. Provide health and safety training of Contractor's Personnel as appropriate and maintain training records;

viii. Actively engage the Contractor's Personnel in promoting understanding, and methods for, implementation of health and safety requirements, as well as in providing information to Contractor's Personnel, training on occupational safety and health, and provision of personal protective equipment without expense to the Contractor's Personnel;

ix. Ensure that all unauthorized persons accessing the Site for the first time undergo safety and health induction;

x. Put in place workplace processes for Contractor's Personnel to report work situations that they believe are not safe or healthy, and to remove themselves from a work situation which they have reasonable justification to believe presents an imminent and serious danger to their life or health. Contractor's Personnel who remove themselves from such work situations shall not be required to return to work until necessary remedial action to correct the situation has been taken. Contractor's Personnel shall not be retaliated against or otherwise subject to reprisal or negative action for such reporting or removal;

xi. Establish and implement a system for regular (not less than six-monthly) review of health and safety performance and the working environment;

xii. In addition to any other similar document required under applicable health and safety regulations and Laws, the Contractor shall submit to the Engineer for Review a health and safety manual which has been specifically prepared for the

Works, the Site and other places (if any) where the Contractor intends to execute the Works.

8) Measures to protect the environment

The Contractor shall take all necessary measures to protect the environment (both on and off Site) and limit damage and nuisance to people and property resulting from pollution, noise and other results of the Contractor's operations and/ or activities.

The Contractor shall ensure that emissions, surface discharges, effluent and any other pollutants from the Contractor's activities shall exceed neither the values indicated in the Specification, nor those prescribed by applicable Laws.

In the event of damage to the environment, property and/or nuisance to people, on or off Site as a result of the Contractor's operations, the Contractor shall agree with the Engineer the appropriate actions and time scale to remedy, as practicable, the damaged environment to its former condition. The Contractor shall implement such remedies at its cost to the satisfaction of the Engineer.

9) Ambient Air Quality and Noise Monitoring

The Contractor shall carry out measurement and monitoring of the ambient air quality, Noise and vibration levels on quarterly basis during the construction phase.

10) Reporting of any allegation, incident or accident to the Engineer

In addition to Progress Reports, the Contractor shall inform the Engineer immediately of any allegation, incident or accident, which has or is likely to have a significant adverse effect on the environment, the affected communities, the public, Employer's Personnel or Contractor's Personnel. This includes, but is not limited to, any incident or accident causing fatality or serious injury; significant adverse effects or damage to private property; or any allegation of SEA and/or SH. In case of SEA and/or SH, while maintaining confidentiality as appropriate, the type of allegation (sexual exploitation, sexual abuse or sexual harassment), gender and age of the person who experienced the alleged incident should be included in the information.

The Contractor, upon becoming aware of the allegation, incident or accident, shall also immediately inform the Engineer of any such incident or accident on the Subcontractors' or suppliers' premises relating to the Works which has or is likely to have a significant adverse affect on the environment, the affected communities, the public, Employer's Personnel or Contractor's, its Subcontractors' and suppliers' personnel. The notification shall provide sufficient detail regarding such incidents or accidents. The Contractor shall provide full details of such incidents or accidents to the Engineer within the timeframe agreed with the Engineer.

11) Security of the Site

The Contractor shall be responsible for the security of the Site and for keeping unauthorized persons off the Site. The Contractor shall submit for the Engineer's No-objection a security management plan that sets out the security arrangements for the Site.

12)Archaeological and Geological Findings

All fossils, coins, articles of value or antiquity, structures, groups of structures, and other remains or items of geological, archaeological, paleontological, historical, architectural or religious interest found on the Site shall be placed under the care and custody of the Employer.

The Contractor shall:

i. take all reasonable precautions, including fencing-off the area or site of the finding, to avoid further disturbance and prevent Contractor's Personnel or other persons from removing or damaging any of these findings;
ii. train relevant Contractor's Personnel on appropriate actions to be taken in the event of such findings; and
iii. implement any other action consistent with the requirements of the Specification and relevant Laws

13) Obtaining natural resource materials in relation to supplier

The Contractor shall obtain natural resource materials from suppliers who can demonstrate, through compliance with the applicable verification and/ or certification requirements that obtaining such materials is not contributing to the risk of significant conversion or significant degradation of natural or critical habitats.

14) Terms and conditions of employment

The Contractor shall provide the Contractor's Personnel information and documentation that are clear and understandable regarding their terms and conditions of employment. The information and documentation shall set out their rights under relevant labour Laws applicable to the Contractor's Personnel (which will include any applicable collective agreements), including their rights related to hours of work, wages, overtime, compensation and benefits, as well as those arising from any requirements in the Specification. The Contractor's Personnel shall be informed when any material changes to their terms or conditions of employment occur.

The Contractor shall inform the Contractor's Personnel about any deduction to their payment and the conditions of such deductions in accordance with the applicable Laws or as stated in the Specification and their liability to pay personal income taxes in the Country in respect of such of their salaries, wages, allowances and any benefits as are subject to tax under the Laws of the Country for the time being in force.

The Contractor shall provide the Contractor's Personnel written notice of termination of employment and details of severance payments in a timely manner. The Contractor shall have paid the Contractor's Personnel (either directly or where appropriate for their benefit) all due wages and entitlements including, as applicable, social security benefits and pension contributions, on or before the end of their engagement/ employment.

15) Provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel, Employer's Personnel, Employer's Representatives and consultants

The Contractor shall give access to or provide services that accommodate the physical, social and cultural needs of the Contractor's Personnel. The Contractor shall also provide similar facilities to the Employer's Personnel, Employer's Representatives and consultants.

16) Provide on the Site an adequate supply of drinking and other water for the use

The Contractor shall, having regard to local conditions, provide on the Site an adequate supply of drinking and other water for the use of the Contractor's Personnel, Employer's Personnel, Employer's Representatives and consultants.

17) Grievance Redress Mechanism

The Contractor shall put in place a consultative and Grievance Redress Mechanism (GRM) with the Contractor's Personnel and Project Affected Persons during the construction phase.

18) Contractor to train Contractor's Personnel on Environmental and Social (ES) aspects of the contract

The Contractor shall provide appropriate training to relevant Contractor's Personnel on ES aspects of the Contract, including appropriate sensitization on prohibition of SEA, and health and safety training. The training will be conducted once per month at the construction site, and each training session will be one (1) hour long.

19) Allow Employer's Personnel and consultants to train Contractor's Personnel on Environmental and Social (ES) aspects of the contract

The Contractor shall allow relevant Contractor's Personnel to be trained on ES aspects of the Contract by the Employer's Personnel and consultants (environmentalist, social specialist, Safety and Health Specialist, Sexual Exploitataion and Abuse Prevention Expert, etc). The training will be done quarterly, the training will be conducted at the construction site, and each training session will be two (2) hours long.

20) Allow appropriate opportunities for the Employer's Personnel, Employer's Representatives and consultants to conduct any environmental and social assessment and audits

The Contractor shall as stated in the Specification or as instructed by the Engineer, cooperate with and allow appropriate opportunities for the Employer's Personnel, Representatives and consultants to conduct any environmental and social assessment and audits.

21) Management and Safety of Hazardous Materials

The contractor will formulate and implement a hazardous materials management plan. Contractor's Personnel will be trained on management and safety of hazardous materials. The contractor will engage the services of a National Environment Management (NEMA) approved and certified hazardous materials management and disposal firm.

22) Resource Efficiency and Pollution Prevention and Management

The Contractor shall implement financially feasible and cost-effective measures for improving efficiency in the consumption of resources such as energy, water, raw materials, and other resources during the construction phase.

23) Pollution prevention and management

The contractor shall implement sound air, noise, and excessive vibration pollution control measures.

The contractor shall put in place appropriate measures to minimize the generation of waste, waste reuse, recycle and recover strategies in a manner that is safe for human health and the environment including storage, transportation and disposal of hazardous wastes. The contractor shall engage the services of certified hazardous and nonhazardous wastes management firms to collect and dispose of the chemicals and hazardous materials.

The contractor shall put in place appropriate measures to minimize and control the release and use of hazardous materials for Works activities including the production, transportation, handling, and storage of the materials. The contractor shall engage the services of certified chemical and hazardous material management firm to collect and dispose of waste chemicals and hazardous materials.

24) Traffic and Road Safety

The Contractor shall take all necessary safety measures to avoid the occurrence of incidents and injuries to workers and any third party associated with the use of Contractor's Equipment on public roads or other public infrastructure.

The Contractor shall monitor road safety incidents and accidents to identify negative safety issues, and establish and implement necessary measures to resolve them

25) Sanitation of Works

The sanitation of the works shall be provided, maintained and removed on completion of construction activities by the Contractor to the satisfaction of the Engineers, health department and local Authorities.

The sanitation shall be for the use by Contractors and sub- Contractors personnel and all people authorized to be on the site without charge.

Washrooms shall be enclosed plastered and painted masonry wall, corrugated sheets roofs, with concrete tiled floors to facilitate washing. Their location shall be agreed with the Engineers and the works shall not be commenced before the sanitary accommodation has been approved by the Engineers, health department and local Authorities.

The Contractor shall pay all conservancy charges and shall ensure clean daily cleaning, maintenance and disinfection of the washrooms.

On completion of works, any temporary drains shall be removed and all works and surfaces disturbed made good and then the whole area disinfected and left clean and free from pollution to the satisfaction of the Engineer and local authorities.

26) Prevention of Disturbance and Nuisance

Normal activities shall be continuing in sections of the building and surrounding buildings during the construction period.

The Contractor shall ensure minimum disturbance by noise, dust, excessive vibration, water or movement of vehicles, materials, labour or plant must be caused to the function of the existing adjacent buildings in the vicinity and the occupants and staff therein. The Contractor shall comply with all instructions issued by the Employer or Engineer with regard to minimizing such disturbances.

The Contractor shall not directly or indirectly or otherwise by himself or through his agents cause nuisance. Should he do so, he shall be directly responsible for such acts.

The works and such sections of the site necessary shall be under the entire care and control of the Contractor during the whole period of the contract and shall take all possible precautions to prevent any nuisance, inconvenience or injury to the holder or occupiers of the existing or surrounding properties and to the public generally, and shall at all times keep all paths and roads affected by the works in a safe and clear state, and shall use proper precautions to ensure the safety of all wheeled traffic and pedestrian.

27)Cleaning, Removal of Plant and Rubbish

The Contractor shall upon completion of the works remove and clear away all temporary buildings, scaffolding, plant, rubbish and unused materials, surplus excavated materials - including clearing away and making good all traces of dirt, and shall leave the whole of the site of the works in a clean and tidy state to the satisfaction of the Engineer.

28) Qualified Environmental and Social (ES) Key Personnel

The Contractor shall have qualified Environmental and Social (ES) Key Personnel who are an Environmental Expert, a Social Expert, a Health And Safety Expert; and Sexual Exploitation, Abuse and Harassment Prevention Expert, the qualification of the Social (ES) Key Personnel is summarized in the table below:

Contractor's ES Personnel

Item No.	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
2	Environmental Expert	A degree in Environmental Studies Or Any Environment Related Field	5 years working on infrastructure contracts in similar work environments
3	Health and Safety Expert	A degree in Health and Safety or any Health and Safety related field	5 years working on infrastructure contracts in similar work environments
4	Social Expert	A degree in sociology or any Social Sciences related field	5 years working on infrastructure contracts in similar work environments
5	Sexual Exploitation, Abuse and Harassment expert	A degree in Social Sciences	5 years of monitoring and managing risks related to gender-based violence, out of which 3 years of relevant experience in addressing issues related to sexual exploitation, sexual abuse and sexual harassment

All other tendering conditions remain unchanged.

Any inconvenience is highly regretted.

Dr. Ouma Oluga,OGW
PRINCIPAL SECRETARY