Malteser International
Order of Malta Worldwide Relief

ANNEX 1 - BIDDING DOCUMENT

REFURBISHMENT AND EXPANSION OF THE OPERATING THEATRE
Kakuma Mission Hospital, Turkana West Sub-County, Kenya
Employer: Malteser International
Implementing Partner: Diocese of Lodwar / Kakuma Mission Hospital
Tender Reference: NBO-G-2026-27_057
Procurement Method: Regional Public Tender - restricted to eligible contractors based in Turkana County
Form of Contract: Joint Building Council (JBC) Agreement and Conditions of Contract for Building Works, 1999 Edition
Issue Status: Issue for Tender
Lead Consultant / Project Engineer: Artisan Architects Ltd.

DOCUMENT CONTROL

Item	Details
Employer	Malteser International
Implementing Partner	Diocese of Lodwar / Kakuma Mission Hospital
Project	Refurbishment and Expansion of the Operating Theatre
Document Reference	PRF-NBO-2026-0180
Location	Kakuma Mission Hospital, Turkana West Sub-County, Turkana County
Procurement Method	Regional Public Tender - restricted to eligible contractors based in Turkana County
Contract Form	JBC Building Contract, 1999 Edition
Tender Currency	Kenya Shillings (KES)
Construction Period	To be proposed by the Tenderer
Submission Method	Electronic
Project Engineer	Artisan Architects Ltd.
Quantity Surveyor	Meticular Consultants
Structural Engineer	Simbo Consult
Mechanical & Electrical Engineer	Brillitech Consultants
Revision	Rev. 2 - Issue for Tender

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10. Drawings Register

1. INVITATION TO TENDER

1.1 Invitation

Malteser International ("the Employer") invites eligible and qualified contractors based in Turkana County to submit tenders for the Refurbishment and Expansion of the Operating Theatre at Kakuma Mission Hospital, Turkana West Sub-County, Kenya. The works will be undertaken within an operational hospital and will therefore require careful planning, coordination and phasing to minimize disruption to clinical services and ensure the safety of patients, staff and visitors.

1.2 Scope of Works

The Contract comprises the refurbishment of the existing operating theatre, construction of the operating theatre extension and all associated building and specialist services required to deliver a fully functional surgical facility. The Works include, but are not limited to:

- Site establishment and temporary works;
- Demolition and alteration works;
- Civil and structural works;
- Masonry and roofing;
- Doors and windows;
- Internal and external finishes;
- Plumbing and drainage;
- HVAC and ventilation installations;
- Electrical installations;
- Medical gas installations;
- Fire detection and protection systems;
- Fitted furniture and associated builder's works;
- Builder's works and service interfaces associated with medical equipment;
- External works;
- Testing and commissioning;
- Coordination with the nominated medical equipment supplier/technical correspondent from the hospital.;
- Handover and submission of completion documentation; and
- Rectification of defects during the Defects Liability Period.

The detailed scope of works is defined in the Bills of Quantities, Technical Specifications and Drawings, which shall be read together with this Bidding Document.

1.3 Tender Documents

The Tender Documents comprise:

- Invitation to Bid / Tender Notice;
- Annex 1 - Bidding Document;
- Annex 2 - Bills of Quantities;
- Annex 3 - Technical Specifications;
- Annex 4 - Tender Drawings;
- Annex 5 - Mandatory Principles of Humanitarian Aid Procurement
- Annex 6 - Malteser International Safe Disclosure Guideline (2024)

– Any Addenda issued during the tender period.

Together with the applicable JBC Agreement and Conditions of Contract and any Addenda issued during the tender period. Tenderers shall review all Tender Documents carefully and seek clarification before submission where any discrepancy, ambiguity or omission is identified.

1.4 Employer's Rights

Malteser International reserves the right to:

- accept or reject any Tender;
- amend, suspend or cancel the procurement process before Contract Award;
- request clarification or supporting information during evaluation;
- verify information and references submitted by Tenderers; and
- award the Contract based on the stated evaluation criteria and overall value for money, and not solely on the lowest price.

All costs associated with preparation and submission of a Tender shall be borne by the Tenderer.

2. INSTRUCTIONS TO TENDERERS

2.1 General

Tenderers shall carefully examine the Tender Documents and satisfy themselves as to the nature and extent of the Works before submitting their Tender.

By submitting a Tender, the Tenderer confirms that it:

- has read and understood the Tender Documents;
- understands the scope and location of the Works;
- has attended the mandatory site visit;
- has reviewed the conditions within and around the existing operating theatre;
- understands that Kakuma Mission Hospital will remain operational during construction;
- has considered access, working space, existing services and hospital operations;
- has considered the logistical requirements of mobilizing personnel, materials and equipment to Kakuma; and
- has made appropriate allowance for these requirements in its price, programme and methodology.

No claim arising solely from failure to adequately examine the Tender Documents or site conditions shall be entertained after Tender submission**.**

2.2 Eligibility

Tenderers shall meet the following minimum requirements:

- Valid company/business registration;
- Valid KRA PIN and current Tax Compliance Certificate;
- Valid CR12 or equivalent company ownership document;
- Valid NCA Building Works Registration - NCA 5 or above;
- Evidence of an established business presence in Turkana County;
- Relevant construction and/or refurbishment experience;
- Experience in healthcare facilities or other operational institutional buildings;
- Adequate qualified technical and supervisory personnel;
- Capacity to mobilize personnel, materials and equipment to Kakuma;
- Capacity to coordinate mechanical, electrical and specialist installations;
- Adequate financial capacity to undertake the Works; and

- Compliance with applicable statutory, health, safety and environmental requirements.

Tenderers shall provide the supporting documents specified in this Bidding Document.

2.3 Mandatory Site Visit

Attendance at the pre-tender site visit is mandatory.

Only Tenderers represented at the site visit and recorded in the official attendance register shall be eligible to submit a Tender. The site visit will allow Tenderers to inspect and understand:

- the existing operating theatre;
- the proposed extension area;
- site access and available working space;
- existing structures and services;
- hospital circulation and emergency access;
- areas requiring demolition and alteration;
- interfaces between the existing building and proposed works;
- site establishment and storage constraints;
- conditions for working adjacent to occupied clinical areas;
- local availability of labour and materials;
- security and logistical considerations; and
- any other site condition that may affect pricing, methodology or programme.

Site Visit Date: 14.09.2026
Time: 10AM - 5PM
Meeting Point: Kakuma Mission Hospital

Any clarification arising from the site visit that affects the Tender Documents shall be formally communicated through the tender clarification process.

2.4 Requests for Clarification

All requests for clarification shall be submitted in writing to: **mb.procurement-nairobi@malteser-international.org.** Requests must be received no later than the clarification deadline stated in the Tender Data Sheet. Tender-related questions shall not be submitted directly to individual Tender Committee members, KMH staff or consultants outside the formal tender process. Where clarification affects the Tender Documents or may be relevant to other Tenderers, MI shall circulate the response to all Tenderers without identifying the source of the enquiry.

2.5 Addenda

Malteser International may issue Addenda before the Tender Closing Date where clarification or amendment of the Tender Documents is required. Any Addendum issued shall form part of the Tender Documents. Tenderers shall acknowledge receipt of all Addenda as part of their Tender Submission. Where necessary, MI may extend the Tender Closing Date to allow Tenderers sufficient time to take an Addendum into account.

2.6 Tender Submission Requirements

The Tender shall include:

1. Signed Form of Tender;
2. Fully priced Bills of Quantities;
3. Completed Tender Schedules;

4. Company profile;
5. Company registration documents;
6. Valid NCA Building Works Registration - NCA 5 or above;
7. KRA PIN and valid Tax Compliance Certificate;
8. Current business/operating license;
9. Evidence of business presence in Turkana County;
10. CR12 or equivalent;
11. Power of Attorney, where applicable;
12. Evidence of similar completed works and client references;
13. Evidence of experience in healthcare or other operational institutional facilities;
14. Proposed key personnel and supporting qualifications/CVs;
15. Details of proposed specialist subcontractors, where applicable;
16. Details of major plant and equipment proposed for the Works;
17. Construction methodology;
18. Approach to working within an operational hospital, including IPC and management of disruption;
19. Kakuma mobilisation and logistics plan;
20. Preliminary construction programme;
21. Health and Safety approach;
22. Evidence of financial capacity;
23. Signed acknowledgement of the Mandatory Principles of Humanitarian Aid Procurement and confirmation that the Tenderer has received and reviewed the MI Safe Disclosure Guideline.
24. Any other mandatory document stated in the Tender Data Sheet.

2.7 Tender Prices

Tenderers shall price all items contained in the Bills of Quantities. Tender rates and prices shall include all costs necessary to complete the Works, including:

- labour;
- materials;
- transport and delivery to Kakuma;
- mobilisation and accommodation of personnel;
- plant and equipment;
- specialist services and subcontractors;
- temporary works;
- site establishment;
- safety and infection prevention measures;
- testing and commissioning;
- supervision;
- statutory requirements;
- overheads and profit; and
- all other obligations necessary for proper completion of the Works.

The Tender Sum shall be stated in Kenya Shillings (KES). Applicable taxes shall be clearly indicated.

2.8 Tender Validity

Tenders shall remain valid for 45 calendar days from the Tender Closing Date.

2.9 Submission of Tender

The email subject shall clearly state: NBO-G-2026-27_057 - Refurbishment and Expansion of KMH Operating Theatre. Tender documents shall be submitted in PDF format. Where file size requires more than one email, each email shall bear the same Tender Reference and be clearly numbered (e.g. 1 of 2, 2 of 2). Tender submissions must be received no later than: Date: 21.09.2026 Time: 12:00 noon (EAT). No hard copy submissions will be accepted. Late submissions will not be considered.

2.10 Confidentiality and Tender Communication

Information contained in the Tender Documents shall be used only for purposes of preparing the Tender. During the tender and evaluation period, Tenderers shall not directly contact individual Tender Committee members regarding the evaluation or award of the Contract. All tender-related communication shall be through the official channel stated in this Bidding Document.

2.11 Tender Opening

Tender opening shall take place immediately following the Tender Submission Deadline and shall be undertaken by the appointed Tender Committee. The Tender opening record shall capture the bids received and other relevant submission information in accordance with MI procurement procedures.

2.12 Tender Evaluation

Tender evaluation shall be undertaken in the following stages:

1. Preliminary Examination;
2. Technical Evaluation;
3. Financial Evaluation;
4. Due Diligence; and
5. Recommendation for Award.

Only Tenders that meet the mandatory preliminary requirements shall proceed to Technical Evaluation.

2.13 Contract Award

Following completion of the evaluation and required due diligence, MI may issue a Letter of Award to the successful Tenderer. Award shall be subject to satisfactory verification of submitted information and approval in accordance with MI procurement procedures. The Contract shall become binding only upon execution of the Agreement by both parties. No Works shall commence until the Contractor has received formal written authorization to proceed.

2.14 Integrity and Conflict of Interest

Tenderers shall observe high standards of integrity throughout the procurement process.

A Tenderer may be disqualified where there is evidence of:

- fraud;
- corruption;
- collusion;
- coercion;
- material misrepresentation;
- an undisclosed conflict of interest; or
- improper interference with the procurement process.

Tenderers shall declare any actual or potential conflict of interest involving MI, Kakuma Mission Hospital, the Diocese of Lodwar, the Project Consultants or persons participating in the procurement process.

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3. TENDER DATA SHEET

The Tender Data Sheet supplements the Instructions to Tenderers. Where there is any inconsistency, the Tender Data Sheet shall prevail.

Item	Requirement
Employer	Malteser International
Implementing Partner	Diocese of Lodwar / Kakuma Mission Hospital
Project	Refurbishment and Expansion of the Operating Theatre, Kakuma Mission Hospital
Tender Reference	NBO-G-2026-27_057
Procurement Method	Regional Public Tender - restricted to eligible contractors based in Turkana County
Minimum NCA Requirement	NCA 5 or above - Building Works
Site	Kakuma Mission Hospital, Turkana West Sub-County
Tender Currency	Kenya Shillings (KES)
Form of Contract	JBC Building Contract, 1999 Edition
Tender Language	English
Alternative Tenders	Not permitted
Submission Method	Electronic
Submission Email	mb.procurement-nairobi@malteser-international.org
Mandatory Site Visit	Yes
Site Visit Date	14.09.2026
Site Visit Time	10AM - 5PM
Site Visit Meeting Point	Kakuma Mission Hospital
Clarification Email	mb.procurement-nairobi@malteser-international.org
Clarification Deadline	16.09.2026
Tender Closing Date	21.09.2026
Tender Closing Time	12:00 noon EAT
Tender Validity	45 calendar days

4. TENDER EVALUATION CRITERIA

4.1 Stage One - Preliminary Examination

The Preliminary Examination shall be undertaken on a Pass/Fail basis.

The following shall be checked:

- Completed and signed Form of Tender;
- Fully priced Bills of Quantities;
- Completed Tender Schedules;
- Company Registration documents;
- Valid KRA PIN and Tax Compliance Certificate;
- Valid NCA Building Works Registration - NCA 5 or above;
- Evidence of business presence in Turkana County;
- Valid CR12 or equivalent;
- Power of Attorney, where applicable;
- Attendance at the mandatory site visit;

- Completed and signed Schedule TS-8 - Mandatory. Any disclosed matters shall be assessed during due diligence based on their materiality and potential impact on contract performance.
- Any other document identified as mandatory in the Tender Data Sheet.

Failure to meet a mandatory requirement may result in disqualification.

4.2 Stage Two - Technical Evaluation

The Technical Evaluation shall assess the Tenderer's capacity and proposed approach to undertake the KMH Operating Theatre works. Attention shall be given to the following:

a. Relevant Experience

The Tenderer shall demonstrate successful completion of at least three construction or refurbishment projects of a comparable nature within the previous five years.

Information provided shall include:

- Client;
- Project description;
- Location;
- Contract value;
- Completion date; and
- Verifiable client contact/reference.

At least one of the projects should demonstrate experience in a healthcare facility or comparable operational institutional environment.

b. Experience in Operational Facilities

Tenderers shall demonstrate relevant experience where construction or refurbishment was undertaken while the facility remained in use. The assessment shall consider experience in managing:

- access and circulation;
- dust;
- noise;
- service interruptions;
- protection of building occupants; and
- coordination of construction around ongoing operations.

c. Construction Methodology

The methodology shall respond specifically to the KMH site and demonstrate how the Contractor proposes to undertake the refurbishment and extension works while the hospital remains operational.

It shall address, as applicable:

- site establishment;
- demolition and alterations;
- construction phasing;
- separation of construction and clinical areas;
- infection prevention and dust control;
- protection of patients, staff and visitors;
- hospital access and circulation;
- management of noise and vibration;
- planned interruption of services;
- waste management; and
- coordination with KMH and the Project Engineer**.**

d. Mobilisation and Logistics

The Tenderer shall demonstrate how personnel, materials, plant and specialist services will be mobilised and maintained in Kakuma throughout the Works. The proposed approach shall address:

- material sourcing and transportation;
- availability of skilled labour;
- specialist personnel;
- plant and equipment;
- accommodation where required;
- site storage;
- security; and
- management of supply delays.

e. Key Personnel

The proposed team shall include suitably qualified and experienced personnel for the Works, including:

- Project Manager;
- Site Agent;
- Health and Safety Officer;
- Site Foreman/Supervisor; and
- relevant specialist personnel.

CVs and supporting qualifications shall be provided.

f. Specialist Installations

Tenderers shall demonstrate how they will manage and coordinate specialist installations relevant to the project, including:

- plumbing and drainage;
- HVAC/ventilation;
- electrical works;
- medical gases;
- fire detection and protection systems; and
- interfaces with medical equipment**.**

Where subcontractors are proposed for specialist works, their details and relevant experience shall be provided.

g. Construction Programme

The Tenderer shall submit a preliminary construction programme showing the proposed sequencing, phasing and overall construction duration of the Works within an operational hospital. The evaluation will consider the proposed duration, realism of the programme, mobilisation, sequencing of key activities, specialist installations, coordination with hospital operations, medical equipment interfaces, testing and commissioning, snagging and Practical Completion. The successful Contractor shall prepare a detailed construction programme after award and submit it to the Project Engineer for review before commencement of the Works.

h. Health, Safety and Quality

The Tenderer shall demonstrate appropriate arrangements for:

- site safety;
- protection of hospital users;
- infection prevention and control;
- supervision;
- quality control;

- testing;
- commissioning; and
- management of defective work.

4.3 Stage Three - Financial Evaluation

Only technically responsive Tenders shall proceed to Financial Evaluation. The Financial Evaluation shall include:

- verification of arithmetic accuracy;
- confirmation that all required BoQ items have been priced;
- review of major rate anomalies;
- review of provisional sums;
- confirmation of applicable taxes;
- review of materially unbalanced pricing; and
- comparison of the evaluated Tender Prices.

Any arithmetic corrections shall be handled consistently and communicated to the affected Tenderer.

4.4 Stage Four - Due Diligence

MI may undertake due diligence before Contract Award, including verification of:

- company registration;
- NCA registration;
- KRA compliance;
- Turkana County business presence;
- previous project experience;
- references;
- proposed personnel;
- specialist subcontractors;
- financial capacity;
- conflicts of interest; and
- any other material information submitted as part of the Tender.

Material misrepresentation may result in disqualification.

4.5 Recommendation for Award

Following completion of the evaluation and due diligence, the Tender Committee shall recommend the bidder that has met the mandatory requirements and offers the best evaluated responsive Tender in accordance with the approved evaluation criteria.

Malteser International is not bound to accept the lowest-priced Tender.

5. FORM OF TENDER

Project: Refurbishment and Expansion of the Operating Theatre
Location: Kakuma Mission Hospital, Turkana West Sub-County, Kenya
Tender Reference: NBO-G-2026-27_057

To:

Malteser International

Having examined the Tender Documents for the above Works, we, the undersigned, offer to execute, complete, test and commission the Works and rectify defects in accordance with the Contract Documents for the Tender Sum stated below.

Tender Sum excluding applicable taxes: KES _____

Applicable Taxes: KES _____

Total Tender Sum: KES _____

We confirm that:

1. We have attended the mandatory site visit.
2. We have examined the Tender Documents and the site conditions at Kakuma Mission Hospital.
3. We understand that Kakuma Mission Hospital will remain operational during execution of the Works.
4. We have made appropriate provision for mobilisation to Kakuma, site conditions, specialist installations, testing, commissioning and coordination requirements.
5. Our Tender shall remain valid for the period stated in the Tender Data Sheet.
6. The information submitted as part of this Tender is true and complete.

Company Name	
Authorised Signatory	
Designation	
Signature	
Date	
Official Stamp	

6. TENDER SCHEDULES

The Tenderer shall complete and submit the following schedules.

I. Schedule TS-1 - Tenderer Information

- Registered Company Name;
- Registration Number;
- Physical Address;
- Postal Address;
- Telephone;
- Email;
- Contact Person;
- KRA PIN;
- NCA Registration Number and Category;
- Turkana County business address.
- Current business permit details; and
- Names of Directors/Owners.

II. Schedule TS-2 - Relevant Project Experience

Provide details of at least three completed projects of similar nature undertaken within the previous five years.

Client	Project Description	Location	Contract Value	Completion Date	Client Contact

Tenderers shall attach completion certificates, reference letters, contracts or other verifiable evidence. Tenderers should clearly identify any project undertaken in a hospital, health facility or other operational institutional environment.

III. Schedule TS-3 - Key Personnel

Provide details of personnel proposed for the Works.

Position	Name	Qualification	Relevant Experience
Project Manager			
Site Agent			
Health & Safety Officer			
Site Foreman/Supervisor			
M&E/Specialist Personnel			

CVs and relevant qualifications shall be attached.

IV. Schedule TS-4 - Major Plant and Equipment

Provide details of the major plant and equipment proposed for the Works, including:

- Description;
- Quantity;
- Ownership/lease arrangement;
- Availability for mobilisation to Kakuma.

V. Schedule TS-5 - Specialist Subcontractors

Where specialist subcontractors are proposed, provide:

Specialist Works	Proposed Firm	Relevant Experience	Key Personnel
HVAC/Ventilation			
Electrical			
Medical Gas			
Fire Detection/Protection			
Other			

The Main Contractor shall remain fully responsible for the coordination and performance of all subcontractors.

VI. Schedule TS-6 - Construction Methodology and Mobilisation

The Tenderer shall submit a project-specific methodology addressing:

- mobilisation to Kakuma;
- site establishment;
- sequencing and phasing of the Works;
- demolition and alteration works;

- construction within an operational hospital;
- infection prevention and dust control;
- protection of existing hospital services;
- management of temporary service interruptions;
- materials and logistics;
- specialist works;
- testing and commissioning; and
- coordination with KMH, the Project Engineer and medical equipment supplier/technical correspondent from the hospital.

VII. Schedule TS-7 - Construction Programme

The Tenderer shall clearly state the proposed overall construction duration in calendar weeks/months and the anticipated Practical Completion period. The Tenderer shall provide a preliminary programme showing:

- Mobilisation;
- Site establishment;
- Demolition and alteration works;
- Structural and building works;
- Architectural finishes;
- Mechanical installations;
- Electrical installations;
- HVAC/ventilation;
- Medical gas installations;
- Fire systems;
- Medical equipment interfaces;
- Testing and commissioning;
- Snagging; and
- Practical Completion.

VIII. Schedule TS-8 - Litigation and Contract Performance Declaration

The Tenderer shall declare any pending litigation, arbitration, material contractual dispute, or contract termination for default that may affect its capacity to undertake the Works.

☐ No material matters to declare

☐ Yes - details provided below

Where applicable, briefly state the nature of the matter, current status and potential impact on the Tenderer's capacity to complete the Works. The Tenderer confirms that the information provided is true, accurate and complete.

Name	
Designation	
Signature	
Date	

7. CONTRACT DATA

The following Contract Data supplements the JBC Agreement and Conditions of Contract for Building Works, 1999 Edition.

Item	Contract Particular
Employer	Malteser International
Implementing Partner	Diocese of Lodwar / Kakuma Mission Hospital
Project	Refurbishment and Expansion of the Operating Theatre, Kakuma Mission Hospital
Site	Kakuma Mission Hospital, Turkana West Sub-County
Contract Form	JBC Building Contract, 1999 Edition
Contract Currency	Kenya Shillings (KES)
Defects Liability Period	12 months
Performance Security	5% of the Contract Sum
Retention	10% from interim certificates, capped at 5% of the Contract Sum
Release of Retention	50% at Practical Completion and the balance after the Defects Liability Period, once all defects are rectified.

8. PROJECT-SPECIFIC REQUIREMENTS

8.1 Operational Hospital

Kakuma Mission Hospital will remain operational throughout execution of the Works. The Contractor shall plan and undertake the Works in a manner that minimizes disruption to clinical services, patients, visitors and staff. Access to emergency and essential hospital services shall be maintained at all times unless an alternative arrangement has been agreed in advance with KMH and the Project Engineer.

8.2 Infection Prevention and Control

The Contractor shall maintain appropriate Infection Prevention and Control measures throughout the Works. Measures shall include, as applicable:

- separation of construction and clinical areas;
- temporary hoarding and sealed work areas;
- dust suppression;
- controlled demolition;
- protection of adjacent occupied spaces;
- daily housekeeping;
- controlled removal of construction waste;
- management of noise and vibration; and
- measures to prevent construction dust and debris entering clinical areas.

The Contractor shall coordinate these measures with KMH before commencement and throughout implementation. No work shall be undertaken in a manner that compromises patient safety.

8.3 Working Hours and Coordination with KMH

Working hours shall be agreed between the Contractor, KMH and the Project Engineer before commencement. Where hospital activities require noisy, disruptive or service interruption works to be undertaken during specific periods, the Contractor shall programme the Works accordingly. The Contractor shall maintain regular coordination with KMH and the Project Engineer throughout implementation.

8.4 Existing Services

Before commencing demolition or construction, the Contractor shall verify the location and condition of existing services, including:

- power;
- water;
- drainage;
- communications;
- mechanical services;
- medical gas services, where present; and
- other hospital infrastructure that may be affected by the Works.

No existing service shall be interrupted without prior approval from Project Engineer and KMH. Where an interruption is necessary, the Contractor shall agree the timing and any required temporary arrangement in advance. Any damage to existing hospital infrastructure caused by the Contractor shall be repaired at the Contractor's cost.

8.5 Temporary Facilities and Site Establishment

The Contractor shall provide the temporary facilities required for execution of the Works, including as applicable:

- temporary power and water;
- site office;
- secure storage;
- site boundaries and hoarding;
- sanitary facilities for site personnel;
- waste collection arrangements;
- safety signage;
- first aid facilities; and
- fire-fighting equipment.

Site establishment shall not obstruct normal hospital circulation or emergency access.

8.6 Mobilisation and Logistics

The Contractor shall be responsible for timely mobilisation of personnel, plant, materials and specialist services to Kakuma. The Contractor shall plan for:

- transportation of materials;
- availability of skilled labour;
- specialist technicians and subcontractors;
- accommodation of personnel where required;
- secure storage;
- plant and equipment availability; and
- continuity of material supply.

Potential logistical constraints shall be reflected in the Tenderer's programme and pricing.

8.7 Site Safety

The Contractor shall comply with applicable occupational health and safety requirements and shall prepare a Site-Specific Health and Safety Plan before commencement.

The Plan shall address:

- risk assessments;
- safe working procedures;
- emergency arrangements;
- fire prevention;
- incident reporting;
- Personal Protective Equipment;
- visitor management;
- safe access and egress; and
- protection of hospital users from construction activities.

A competent person shall be responsible for health and safety supervision on site.

8.8 Environmental Management

The Contractor shall minimize environmental impacts arising from the Works, including through:

- waste segregation;
- appropriate disposal of construction waste;
- dust control;
- noise management;
- prevention of pollution;
- safe storage of fuels and chemicals; and
- protection of existing vegetation where applicable.

8.9 Quality Control

The Contractor shall maintain appropriate quality-control procedures throughout the Works.

These shall include, where relevant:

- approval of materials;
- samples;
- shop drawings;
- method statements;
- inspections;
- testing;
- test certificates; and
- correction of non-conforming work.

Defective work shall be rectified or replaced at the Contractor's cost.

8.10 Testing and Commissioning

The Contractor shall coordinate testing and commissioning with the Project Engineer and relevant specialist suppliers. All installations shall be tested in accordance with the Technical Specifications before Practical Completion.

This shall include, as applicable:

- electrical testing;
- plumbing and drainage tests;
- HVAC testing and balancing;

- medical gas installation testing;
- fire detection and alarm testing; and
- integrated testing of systems and equipment interfaces**.**

Practical Completion shall not be certified until required testing has been completed satisfactorily.

8.11 Record and Handover Documents

Before Practical Completion, the Contractor shall submit:

- as-built drawings;
- operation and maintenance manuals;
- test certificates;
- commissioning records;
- warranties;
- equipment/service schedules;
- maintenance information; and
- training records where applicable.

The Contractor shall also complete all snagging and outstanding works required for handover.

8.12 Defects Liability and Warranties

The Contractor shall rectify, at its own cost, defects arising from defective workmanship, materials or installation during the Defects Liability Period. The Contractor shall also provide the required manufacturer's and/or workmanship warranties for waterproofing, roofing, electrical cables and exterior paint, together with any other warranties specified in the Technical Specifications. Applicable warranty periods shall be stated in the Contract Data and/or Technical Specifications.

9. MEDICAL EQUIPMENT INTERFACE SCHEDULE

The purpose of this Schedule is to clearly define the interface between the Works Contractor and the separately appointed Medical equipment supplier/technical correspondent from the hospital.

Works	Contractor	Medical equipment supplier/KMH technical correspondent.	Project Engineer
Builder's works	Responsible	-	Review
Openings, plinths and supports	Responsible	Provide equipment requirements	Review/Inspect
Electrical containment and service provisions	Responsible	Provide requirements	Review
Mechanical service provisions	Responsible	Provide requirements	Review
Final medical equipment supply	-	Responsible	Witness
Equipment installation	Coordinate	Responsible	Inspect
Calibration	-	Responsible	Witness
Functional testing	Coordinate	Responsible	Witness
Integrated commissioning	Coordinate	Coordinate	Certify

User training	Coordinate where required	Responsible	Witness
Warranty documentation	-	Responsible	Verify

The Works Contractor shall liaise with the nominated Medical equipment supplier/technical correspondent from the hospital. to confirm equipment interfaces before execution of the relevant builder's works and service installations. The Contractor shall ensure that required openings, supports, electrical provisions, mechanical connections and other interfaces are completed before equipment installation.

10. DRAWINGS REGISTER

The Tender Documents shall include, but not necessarily be limited to, the following drawings issued under separate cover.

Discipline	Description
Architectural	General Arrangement Drawings
Architectural	Floor Plans
Architectural	Elevations
Architectural	Sections
Architectural	Door and Window Schedules
Architectural	Finishes Details
Structural	Structural Layouts and Details
Mechanical	Plumbing and Drainage Layouts
Mechanical	Medical Gas Installation Layouts
Mechanical	HVAC / Ventilation Layouts
Electrical	Lighting Layouts
Electrical	Small Power Layouts
Electrical	Power Distribution
Electrical	Fire Detection and Alarm Layouts
Electrical	Communications and Data Layouts, where applicable

Tenderers shall review the Drawings together with the BoQ and Technical Specifications. Any discrepancy affecting scope, quantities, coordination or price shall be raised through the formal clarification process before Tender submission.

Malteser International
Order of Malta Worldwide Relief

ANNEX 3 - TECHNICAL SPECIFICATIONS

REFURBISHMENT AND EXPANSION OF THE OPERATING THEATRE

Kakuma Mission Hospital, Turkana West Sub-County, Kenya

Client: Malteser International

Implementing Partner: Diocese of Lodwar / Kakuma Mission Hospital

Project: Refurbishment and Expansion of the Operating Theatre

Location: Kakuma Mission Hospital, Turkana West Sub-County, Turkana County

Lead Consultant / Project Engineer: Artisan Architects Ltd.

Document: Technical Specifications

Revision: Rev. 2

Date: 04.09.2026

DOCUMENT CONTROL

Revision	Description	Date	Prepared By	Reviewed By
Rev. 2	Issue for Tender	04.09.2026	Artisan Architects Ltd.	Project Engineer

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DIVISION 01 - GENERAL TECHNICAL REQUIREMENTS

1.1 Scope and Document Coordination

These Technical Specifications shall be read together with the Drawings, Bills of Quantities and other Contract Documents. The Works comprise the refurbishment, alteration and extension of the existing Operating Theatre at Kakuma Mission Hospital, including associated architectural, structural, mechanical, electrical and specialist installations.

The Contractor shall provide the materials, labour, plant, equipment, supervision, testing and commissioning required for complete execution of the Works. Any discrepancy between the Drawings, Bills of Quantities and Technical Specifications shall be referred to the Project Engineer for clarification before execution of the affected work.

1.2 Works within an Operational Hospital

Kakuma Mission Hospital shall remain operational throughout the Works. Construction activities shall therefore be planned and coordinated with the Project Engineer and Hospital Representative to minimise disruption to clinical services. No interruption of electricity, water, drainage, communications, medical gases or other essential hospital services shall take place without prior written approval. Where an interruption is approved, the timing and any required temporary arrangements shall be agreed in advance. Works adjacent to occupied clinical areas shall be securely separated and managed to control dust, debris, noise, vibration and unauthorised access.

1.3 Standards

Materials, workmanship and installations shall comply with applicable Kenyan legislation, KEBS standards and the specific standards referenced in the Drawings, Bills of Quantities and relevant sections of these Specifications. Where Kenyan standards are not available, the relevant international standard identified by the Project Engineer or specialist design may apply. All installations shall also comply with applicable manufacturer's requirements.

1.4 Technical Coordination

The Contractor shall coordinate all architectural, structural, mechanical, electrical, medical gas and medical-equipment interface requirements before fabrication or installation. Shop drawings and coordinated service drawings shall be prepared where required. Review of Contractor submissions by the Project Engineer shall not relieve the Contractor of responsibility for dimensions, coordination, workmanship or compliance with the Contract Documents.

1.5 Materials and Quality

All materials incorporated into the Works shall be new, suitable for their intended use and compliant with the specified performance requirements. Materials used within clinical areas shall be appropriate for healthcare environments and capable of withstanding the cleaning and disinfection requirements applicable to the space. Complete proprietary systems shall include all necessary fixings, trims, accessories, sealants and ancillary components required for proper installation.

1.6 Submittals and Shop Drawings

Before procurement or installation, the Contractor shall submit, where applicable:

- Material data sheets;
- Technical catalogues;
- Manufacturer's specifications;
- Certificates of conformity;
- Samples;
- Shop drawings;

- Coordinated services drawings;
- Method statements;
- Inspection and Test Plans;
- Commissioning procedures; and
- Product warranties.

No material requiring prior approval shall be installed before the required approval has been obtained.

1.7 Samples and Mock-ups

Samples of finishes, fixtures and fittings shall be submitted where requested by the Project Engineer. Mock-ups or sample panels shall be provided where required to confirm workmanship, color, texture, junctions and overall finish. Approved samples and mock-ups shall establish the minimum acceptable standard for the completed Works.

1.8 Protection and Temporary Works

Existing buildings, services, equipment and finishes that are to remain shall be protected throughout construction. Temporary works shall be provided where required and may include:

- Temporary hoarding and dust-proof partitions;
- Temporary weather protection;
- Safe access routes;
- Temporary services;
- Temporary supports and shoring; and
- Protection of existing structures and finishes.

Temporary works affecting existing structures shall be designed by a suitably qualified person where required. Damage caused by the Contractor's operations shall be made good at the Contractor's cost.

1.9 Health, Safety, IPC and Environmental Requirements

The Contractor shall comply with the project-specific Health, Safety, Infection Prevention and Environmental requirements stated in Annex 1 and applicable legislation. Technical methods of work shall incorporate the controls necessary for the activity and location in which the work is being undertaken.

1.10 Inspection, Testing and Commissioning

Inspection, testing and commissioning shall be undertaken in accordance with:

- the relevant technical section;
- approved Inspection and Test Plans;
- the Drawings;
- manufacturer's requirements; and
- applicable standards.

Required tests shall be witnessed by the Project Engineer or specialist consultant where specified.

Test and commissioning records shall be submitted before Practical Completion. No installation shall be considered complete until the required inspections, testing and commissioning have been satisfactorily completed.

1.11 Handover Documentation

Before Practical Completion, the Contractor shall submit, as applicable:

- As-built drawings;
- Operation and Maintenance Manuals;
- Test certificates;
- Commissioning records;
- Product and installation warranties;
- Maintenance information; and
- Training records.

As-built drawings shall accurately represent the completed installation and shall be submitted in PDF and editable format where required.

DIVISION 02 - DEMOLITION AND ALTERATIONS

2.1 Scope

This Section covers selective demolition, alteration, removal, relocation and making good required for the refurbishment and extension of the Operating Theatre. Demolition shall be undertaken without compromising the structural integrity of the existing building or the safe operation of the Hospital. Only elements indicated on the Drawings or instructed by the Project Engineer shall be demolished or removed.

2.2 Pre-Demolition Checks

Before demolition, the Contractor shall:

- Confirm existing site conditions and dimensions;
- Identify structural elements;
- Locate existing building services;
- Confirm items to remain, remove or relocate;
- Coordinate the works with the Project Engineer; and
- Obtain approval before disconnecting any existing service.

2.3 Existing Building Condition Survey

Before demolition, the Contractor shall record the condition of areas affected by the Works, including relevant:

- Walls;
- Floors;
- Roofs and ceilings;
- Doors and windows;
- Finishes;
- Mechanical and electrical services;
- Medical gas services; and
- Drainage.

The record shall include dated photographs and shall be submitted to the Project Engineer before demolition starts.

2.4 Protection of Existing Works and Services

Construction that is to remain shall be protected from damage. Existing services shall be identified before demolition and shall not be disconnected without prior approval. Where an interruption is approved, the Contractor shall coordinate with KMH, minimize the interruption and restore the service promptly. Temporary services shall be provided where required to maintain hospital operations.

2.5 Infection Prevention during Demolition

Demolition within or adjacent to clinical areas shall incorporate appropriate infection prevention measures, including:

- Sealed temporary partitions;
- Dust control;
- Daily cleaning;
- Controlled removal of debris; and
- Covered or sealed waste handling where required.

Dust-generating activities shall be coordinated with Hospital operations.

2.6 Selective Demolition

Demolition shall be controlled and limited to the areas required. Where partial demolition is required, neat saw-cut edges shall be formed where appropriate. Mechanical breaking adjacent to retained structures shall be minimized. Reinforcement or structural elements intended for connection to new construction shall be protected.

2.7 Removal of Existing Finishes and Fixtures

Finishes, fittings and services scheduled for replacement shall be carefully removed. Surfaces exposed following removal shall be left clean, sound and suitable to receive the new work.

2.8 Salvaged Materials

Materials identified for reuse shall be carefully removed and protected. Items identified by the Project Engineer for retention by the Client shall be delivered to the location instructed by KMH. Other removed materials shall be disposed of lawfully by the Contractor.

2.9 Demolition Waste

Demolition waste shall be removed regularly and segregated where practicable. Waste shall not be burnt on Site and shall be disposed of through approved disposal arrangements.

2.10 Hazardous Materials

If asbestos, lead-containing material, contaminated material or another suspected hazardous substance is encountered, the Contractor shall:

- Stop work in the affected area;
- Secure the area;
- Notify the Project Engineer immediately; and
- Await further instruction.

Removal shall only be undertaken by appropriately qualified or licensed personnel where required by law.

2.11 Temporary Support

Where demolition affects structural elements, adequate temporary support shall be provided before removal. Temporary supports shall remain until permanent structural stability has been achieved.

2.12 Openings and Making Good

New openings in existing walls, floors or roofs shall be neatly formed. Following completion of alterations and service installations, disturbed construction shall be made good to match the adjacent new or existing finish. All service penetrations shall be properly sealed.

2.13 Cleaning

Demolition areas shall be thoroughly cleaned before commencement of new work. Clinical areas affected by construction shall be cleaned to a standard acceptable to KMH and the Project Engineer before being returned to use.

DIVISION 03 - CONCRETE WORKS

3.1 Scope

This Section covers reinforced concrete works associated with the refurbishment and extension, including foundations, ground beams, slabs, columns, beams, lintels, equipment plinths and related works shown on the Structural Drawings.

3.2 Materials and Standards

Concrete, reinforcement and associated materials shall comply with the Structural Drawings and applicable standards.
Materials shall be sound, properly stored and free from contamination.

3.3 Formwork and Reinforcement

Formwork shall be rigid, adequately supported and constructed to the dimensions shown on the Drawings. Reinforcement shall be accurately fixed and securely supported to maintain the required concrete cover. Required inspections shall be completed before concrete placement.

3.4 Concrete Placement and Curing

Concrete shall be properly mixed, placed and compacted to prevent segregation and voids. Construction joints shall only be formed at approved locations. Concrete shall be adequately cured following placement.

3.5 Testing

Concrete shall be subject to the quality-control tests required by the Structural Engineer and Contract Documents, including slump and compressive-strength testing where applicable. Concrete failing to meet the specified requirements shall be assessed and rectified as directed by the Project Engineer.

3.6 Openings and Embedded Items

Openings, sleeves, conduits, anchor bolts and embedded items shall be coordinated before concrete placement. Structural concrete shall not be cut or drilled after casting without prior approval.

DIVISION 04 - MASONRY WORKS

4.1 Scope

This Section covers internal and external masonry, blockwork infill, making good, openings, chases and associated works shown on the Drawings.

4.2 Materials

Blocks and mortar shall comply with the Drawings, Bills of Quantities and applicable standards. Damaged, cracked or defective masonry units shall not be used.

4.3 Workmanship

Masonry shall be constructed true to line, level and plumb. Joints shall be properly filled and masonry adequately bonded at corners, intersections and interfaces with existing construction.

4.4 Openings and Services

Openings and chases shall be coordinated with doors, windows and building services. Horizontal chasing of load-bearing walls shall not be undertaken unless specifically detailed or approved. Following installation of services, all disturbed masonry shall be properly made good.

DIVISION 05 - STRUCTURAL STEEL AND METALWORK

5.1 Scope

This Section covers structural steel and metalwork associated with the Works, including support frames, lintels, brackets, connection plates, equipment supports and other steelwork shown on the Drawings.

5.2 Fabrication and Installation

Steelwork shall comply with the Structural Drawings and applicable standards. Fabrication shall be accurate and undertaken by competent personnel. Steelwork shall be installed true to line, level and securely fixed.

5.3 Corrosion Protection

Steelwork shall be appropriately protected against corrosion. Steel exposed to weather or moisture shall receive the protective treatment specified on the Drawings or Bills of Quantities. Damaged protective coatings shall be repaired before completion.

5.4 Coordination

Steel supports and frames required for mechanical, electrical, medical gas or medical equipment interfaces shall be coordinated before fabrication.

DIVISION 06 - CARPENTRY AND JOINERY

6.1 Scope

This Section covers built-in joinery, timber framing where applicable, counters, cabinets, shelving, trims and related works shown on the Drawings.

6.2 Materials and Workmanship

Timber and joinery materials shall be sound, dry and suitable for the intended use. Joinery shall be accurately fabricated, securely fixed and finished neatly. Built-in joinery within clinical areas shall have smooth, durable and easily cleanable finishes. Cut-outs for sinks, fittings, electrical accessories and equipment shall be properly coordinated.

DIVISION 07 - ROOFING AND WATERPROOFING

7.1 Scope

This Section covers roofing to the Operating Theatre extension and alterations to the existing roof, including roof coverings, flashings, waterproofing, gutters, rainwater goods and associated accessories.

7.2 Roofing and Waterproofing

Roofing shall be installed in accordance with the Architectural and Structural Drawings. Roof junctions, valleys, flashings, gutters and service penetrations shall be properly sealed and watertight. Specified waterproofing systems shall be installed in accordance with the manufacturer's requirements.

7.3 Natural Ventilation

Natural ventilation provisions shall apply only to spaces identified as naturally ventilated on the approved Drawings. Ventilation openings shall remain unobstructed and shall be coordinated with the structure, ceilings and building services. Required insect screens shall be permanently installed. Natural ventilation shall not compromise the environmental requirements of mechanically ventilated clinical spaces.

7.4 Completion

Roofing and waterproofing shall be inspected before Practical Completion and any defects or leaks rectified. Required roofing and waterproofing warranties shall be provided at handover.

DIVISION 08 - DOORS, WINDOWS AND IRONMONGERY

8.1 Scope

This Section covers doors, frames, windows, glazing, ironmongery, insect screens, sealants and associated accessories.

8.2 Doors and Frames

Doors shall comply with the Door Schedule and shall be supplied complete with the required frames, glazing, seals, hardware and finishes. Doors serving clinical spaces shall have smooth, durable and easily cleanable surfaces. Frames shall be securely fixed, true to line and properly sealed at interfaces with adjoining construction.

8.3 Windows and Ventilation

Windows shall comply with the approved Drawings and schedules. Operable windows intended for natural ventilation shall be fitted with insect screens where specified. Natural ventilation provisions shall

apply only to spaces identified for natural ventilation and shall not interfere with controlled ventilation to clinical spaces.

8.4 Ironmongery

Doors shall be complete with the ironmongery stated in the Door Schedule. Hardware shall be suitable for frequent institutional use and shall be adjusted before handover for reliable operation.

8.5 Glazing and Completion

Glazing shall comply with the Drawings and shall be free from cracks, scratches and other defects. Doors, windows and hardware shall be protected during construction and handed over properly aligned, clean and operational.

DIVISION 09 - FINISHES

9.1 General

Floor, wall and ceiling finishes shall be durable, hygienic, easily cleaned and suitable for their intended healthcare application.

9.2 Floor Finishes

Unless otherwise indicated on the Drawings or Bills of Quantities:

- Operating Theatres shall receive 3 mm seamless self-smoothing hospital-grade epoxy flooring with integral radiused coved skirting;
- Recovery, Sterile Store, Corridors and other designated areas shall receive polished terrazzo flooring.

Floor systems shall be installed in accordance with the manufacturer's requirements. Finished floors shall be level, continuous where specified and free from defects.

9.3 Wall Finishes

Unless otherwise indicated:

- Operating Theatre walls shall receive hospital-grade epoxy wall coating to 1500 mm above finished floor level
- Wet areas shall receive ceramic wall tiling; and
- Remaining walls shall receive washable low-VOC acrylic paint.

Finished surfaces shall be smooth, washable and suitable for repeated cleaning and disinfection.

9.4 Ceilings

Ceilings shall be level, secure, washable and suitable for the relevant healthcare space. Refer to finishes drawings for extents of Acoustic Ceilings and plasterboard ceilings shall be fully coordinated with lighting, HVAC, fire detection, medical gases and other ceiling-mounted services.

9.5 Sealants

Junctions around sanitary fittings, worktops and service penetrations shall be sealed using an appropriate mould-resistant sanitary sealant.

9.6 Painting and Completion

Paint systems shall be applied in accordance with the Drawings and manufacturer's requirements. Colors shall be approved by the Project Engineer. Completed finishes shall be protected and handed over clean and free from defects.

DIVISION 22 - PLUMBING AND DRAINAGE

22.1 Plumbing and Drainage - Scope

This Section covers new and modified water supply, sanitary plumbing and drainage installations associated with the Operating Theatre Works, as shown on the Drawings and Bills of Quantities.

22.2 Materials and Installation

Materials shall comply with the Drawings, Bills of Quantities and applicable Kenyan standards. Pipework shall be properly supported and coordinated with the structure and other building services. Penetrations through walls, floors and ceilings shall be neatly sealed to maintain hygiene and fire separation where applicable. Fixtures and fittings shall be installed complete with the required valves, traps, supports and accessories.

22.3 Testing and Commissioning

Water supply installations shall be pressure tested. Drainage systems shall be tested for watertightness and proper flow. Pipework shall be flushed, cleaned and disinfected where required before use. Any defects identified during testing shall be rectified before handover.

DIVISION 23 - HEATING, VENTILATION AND AIR CONDITIONING (HVAC)

23.1 Scope

This Section covers the mechanical ventilation and air-conditioning systems serving the refurbished and extended Operating Theatre and associated spaces, as shown on the Drawings and Bills of Quantities.

23.2 General Requirements

HVAC systems shall provide the environmental conditions specified in the approved mechanical design for each space. The installation shall be coordinated with the architectural, structural, electrical, medical gas, fire-detection and medical equipment requirements. Natural ventilation shall apply only to spaces identified for natural ventilation and shall not compromise mechanically controlled clinical areas.

23.3 Installation

Ductwork, equipment, controls and air terminals shall be installed in accordance with the approved Drawings, shop drawings and manufacturer's requirements. Ductwork shall be securely supported, properly sealed and insulated where specified. Adequate access shall be provided for inspection, cleaning, servicing and maintenance. Air terminals, grilles and diffusers shall be positioned and adjusted in accordance with the approved design.

23.4 Operating Theatre Performance Requirements

The HVAC installation for the Operating Theatre shall ensure the following indoor air parameters are achieved:-

- 25 Air changes per hour;
- Clean air paths shall be maintained
- Indoor temperature shall be maintained at 23oC at 50% Relative Humidity;
- Positive room pressure shall be maintained at 5±5Pa.

The supplier shall carry leakage test on ductworks and balance the entire HVAC system. Test volumes within ducts shall be within +5% and -5% of the design volumes, and volumes at grilles and diffusers shall be within +10% and -10% of the design volumes.

23.5 Testing and Commissioning

The complete HVAC installation shall be tested, balanced and commissioned against the approved design criteria.

Testing shall verify, as applicable:

- Airflow rates;
- Air distribution;
- Pressure relationships;
- Temperature control;
- Control functions; and
- Overall system performance.

Commissioning results shall be recorded and submitted before Practical Completion.

DIVISION 25 - MEDICAL GAS INSTALLATION

25.1 Scope

This Section covers modifications to the existing medical gas system and new medical gas installations required for the Operating Theatre, as shown on the Drawings and Bills of Quantities. The Contractor shall coordinate all medical gas works with the existing Hospital system, other building services and the medical equipment requirements.

25.2 Testing and Commissioning

The medical gas distribution pipework shall be manufactured, installed, tested and commissioned in accordance with UK Health Technical Memorandum No. 02-01 and the National Health Service Model Engineering Specification C11. Pipework materials shall be manufactured by a licensee of the BS 5760 quality assurance certification scheme, and all pipes and fittings shall be marked with the BSI Kitemark.

Pipes shall be phosphorous de-oxidised non-arsenical copper to BS EN 1412:1996 grade CW024A (Cu-DHP), marked to BS 2871. The complete medical gas installation shall be tested, commissioned and certified in accordance with the approved design and applicable requirements. Testing shall include the required pressure, leakage, identification and functional checks before the system is placed into service. The system shall not be handed over for clinical use until all required testing, certification and acceptance have been completed.

DIVISION 26 - ELECTRICAL INSTALLATION

26.1 Scope

This Section covers modifications to existing electrical installations and provision of new power, lighting, earthing and associated electrical services required for the Operating Theatre Works.

26.2 General Requirements

Electrical works shall comply with the approved electrical design, applicable Kenyan standards and statutory requirements. The installation shall be coordinated with:

- HVAC and other mechanical systems;
- Medical gas installations;
- Fire detection and alarm systems;
- Architectural finishes; and
- Medical equipment requirements.

26.3 Installation

Cabling, containment, distribution boards, isolators, socket outlets, switches, lighting and associated equipment shall be installed in accordance with the approved Drawings.
Circuits and distribution boards shall be clearly and permanently labelled.
Equipment requiring inspection or maintenance shall remain accessible.

26.4 Operating Theatre Electrical Requirements

The final electrical design and specification shall clearly identify where applicable:

- Normal and essential/emergency power supplies;
- Generator interface;
- UPS-supported circuits;
- Earthing and bonding requirements for clinical areas;
- Power provisions for theatre and medical equipment;
- Emergency lighting;
- Distribution and circuit segregation;
- Interfaces with HVAC and medical gas systems; and
- Specialist electrical protection required within the Operating Theatre.

26.5 Testing and Commissioning

The completed electrical installation shall be inspected, tested and commissioned before Practical Completion. Testing shall include, as applicable:

- Continuity;
- Insulation resistance;
- Earth continuity;
- Polarity;
- Functional testing of lighting and power circuits; and
- Verification of protective devices.

Required test certificates shall be submitted before handover.

DIVISION 27 - COMMUNICATIONS

27.1 Scope

This Section covers communication and data installations associated with the Operating Theatre Works, where indicated on the Drawings and Bills of Quantities.

27.2 Installation

Communication outlets, data cabling and associated accessories shall be installed in accordance with the approved design. Cabling shall be neatly routed, permanently identified and coordinated with other building services.

27.3 Testing

All communication and data installations shall be tested before handover. Test results and as-built information shall be submitted where applicable.

DIVISION 28 - FIRE DETECTION AND ALARM SYSTEMS

28.1 Scope

This Section covers fire detection and alarm installations associated with Operating Theatre Works, including modifications or connections to the existing Hospital system where required.

28.2 System Requirements

The final design and specification shall identify, as applicable:

- Interface with the existing Hospital fire alarm system;
- Detectors;
- Manual call points;
- Alarm sounders and visual indicators;
- System zoning;
- Cabling and containment;
- Control equipment;
- Interfaces with other building systems;
- Power supply requirements; and
- Applicable testing and certification requirements.

28.3 Installation

Fire detection and alarm equipment shall be installed in accordance with the approved Drawings and manufacturer's requirements. Devices shall be positioned to suit the completed ceiling and room layouts and coordinated with lighting, HVAC and other ceiling-mounted services.

28.4 Testing and Commissioning

The complete installation shall be tested and commissioned before handover. Testing shall demonstrate correct operation of all devices, alarms, controls and interfaces with the existing Hospital system where applicable. Test certificates and commissioning records shall be submitted before Practical Completion.

Mandatory principles of humanitarian aid procurement[1]

Malteser International is obligated to observe and apply the following Procurement Principles. Malteser International also expects its partners and contractors to note these principles and act in accordance with them during the execution of the contracts signed with Malteser International.

The partner or contractor agrees to the adherence of following principles by signing the contract and annexes.

1) **Principle of ethical procurement**
   - Avoidance of child labour,
   - Respect of basic social rights and working conditions based on international labour standards,
   - Inclusion of environmental aspects,
   - Avoidance of any connection with a party to a conflict,
   - Avoidance of involvement in the supply or transport of illicit arms and land mines and unethical exploitation of natural resources.

2) **Principle of Sound Financial Management**
   - Sound financial management means that the partner ensures that it has taken all steps to secure the b**est price quality ratio** available in the quantity and within the timeframe required.
   - While, sometimes rapid delivery was more important than high quality, a **minimum quality level** needs to be maintained to guarantee that the assistance given is appropriate to the circumstances.
   - A thorough drafting of the Terms of Reference or Technical specifications is essential for the respect of this principle.

3) **Principles of equal treatment, non-discrimination and untied aid**
   - Treatment of all interested parties in the same situation in the same way
   - No discrimination or unjustified differentiation between legal or natural persons, regardless of the origin or the nationality.

4) **Principle of Transparency and Right of access**
   - Right of access: the donor has full access to premises and documents referring to procurement procedures, documents, evaluations, award recommendations and contracts (regardless of whether these belong to Malteser International or to the partner or contractor),
   - Malteser International is obliged to immediately inform the donor if it becomes aware of any corrupt, fraudulent or coercive practice, the breach of the principles or a situation that is likely to constitute a conflict of interest.

[1] http://dgecho-partners-helpdesk.eu/actions_implementation/procurement_in_humanitarian_aid/procurement_mandatory_principles/start , 30.07.2019

5) **Principle of Proportionality**

- The principle of Proportionality requires that procedures followed for awarding a contract must be proportionate to the value of the contracts; this generally means more demanding procedures for higher value contracts.

6) **Principle of avoiding conflicts of interest**

- Measures have to be taken to prevent any conflict of interest (impartial and objective implementation is compromised for reasons involving on economic interest, political or national affinity, or family or emotional ties).

7) **Principle of supporting the local economy**

- Whenever it is possible local human or material resources have to be used. Before it has to be ensured that this will not distort the local market, increase prices or unduly burden the local natural resources or the environment.

8) **Principle of due diligence**

- Timely delivery and satisfactory quality of the received supplies, works or services have to be followed up and in case this is not fulfilled appropriate measures have to be taken to mitigate negative consequences for the beneficiaries.

Malteser International
Order of Malta Worldwide Relief

Malteser International
Safe Disclosure Guideline

February 23rd, 2024, G. Serafin & J. Clemens

Content

Imprint

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Date: 02/2024

Introduction

The Directive (EU) 2019/1937 of the European Parliament and of the Council on the protection of persons who report breaches of Union law came into force in October 2019. The EU Directive is intended to improve the protection of reporting persons and provides, among other things, that companies must install their own internal reporting system for safe disclosure. For this reason, each Member State, and thus also Germany, is obliged to transpose the provisions of the EU Directive into national law. Germany has fulfilled this obligation by passing the so-called Whistleblower Protection Act (HinSchG), effective from July 2023.

The aim of the Whistleblower Protection Act is, in particular, to strengthen the protection of reporting persons and other persons affected by a report and to ensure that they are not threatened with disadvantages (retaliations, reprisals) in the context of a report.

In order to provide employees and volunteers with security when reporting potential compliance violations, this Safe Disclosure Guideline with the following regulations has been adopted as a valid set of rules. It defines in particular the scope of application, the confidentiality requirement, the reporting points and the protection of the reporting person.

Malteser International's MI Safe Disclosure Guideline replaces the previous Whistleblowing Guideline issued in 2016.

The basis of the safe disclosure system is a trustworthy processing of the reports received and the guarantee of secure reporting channels as well as reporting points. A corresponding reporting mechanism for complaints and the safe disclosure system of Malteser International therefore transparently describes the procedural principles and the procedural steps that are followed in the case of individual tips and complaints about compliance violations.

1. Scope of application

One of the central tasks of Malteser International is to promote a "healthy" environment, i.e. a "communication culture", in which sensitive issues can be communicated openly and without fear of negative consequences. We therefore encourage everyone - whether staff members, volunteers, former colleagues, project partners, beneficiaries, suppliers, external consultants or other third parties, etc. - to inform us of potential violations of the MI Code of Conduct (CoC) and / or to inform us of potential violations of the law so that we can clarify and remedy them at an early stage. Different types of misconduct that can be considered as reportable violations are described in chapter 5 of this guideline, reflecting – among others - levels of severeness, sensitivity as well as the distinction from complaints and MI's separate Complaint and Response Mechanism (CRM)

The Safe Disclosure Guideline is intended to create the framework conditions for reporting potential violations of laws, international regulations and all internal corporate regulations (e.g., Code of Conduct) within the framework of Malteser International's integrity management. It should also help to ensure that information on potential violations is received in compliance with data protection and data security and processed with due regard for confidentiality.

2. Reporting persons

Reporting persons are understood to be natural persons who report or disclose information about violations obtained in connection with their (also voluntary) activities at Malteser International. Not only staff members, volunteers, former colleagues are entitled to report violations, but also project partners, beneficiaries, suppliers, external consultants or other third parties, etc.

The Safe Disclosure Guideline however does not oblige anyone to actually provide information.

3. Reporting points

For Malteser International staff:
If you believe that the actions of any staff member, or person(s) having to do with Malteser International could constitute significant misconduct, you should report your observations with the responsible person according to the MI CRM. For non-sensitive cases[1], please inform your line manager in the first place. If you do not feel comfortable speaking to your line manager for any legitimate reason or because you fear negative personal consequences for yourself such as reprisal, victimization, or dismissal, you may instead contact the line manager's superior.

For project and business partners, beneficiaries and all other stakeholders:
You should raise your observations with MI's Program or Country Coordinator in charge.

In circumstances where it would be inappropriate to approach either the Malteser International person in charge or their supervisor, you may report your observation directly to MI's headquarters by using the reporting points as mentioned further down in this chapter.

Please always report full details of your observations along with your concern (such as locations, date, time, names, …) and any available supporting evidence. Please also state whether you wish your identity to be kept confidential.

When addressing a significant misconduct through the reporting points, please give a brief reason why Malteser International managers in charge in the country should not deal with the issue.

For other non-sensitive complaints[2] that do not constitute significant misconduct as described in chapter 5, please refer to MI's CRM at national level.

For submitting / reporting information on actual or suspected violations and / or significant misconduct, the following reporting points are available:

[1] For the differentiation between sensitive and non-sensitive cases and / or complaints please refer to the MI CoC, which lays out the context of "sensitive cases / complaints" as well as the general criteria for handling sensitive cases / complaints and refers to either this SDG or to the (Safeguarding) CRM.

[2] See footnote 1!

Online reporting point:

Available 24/7, anonymous on request, accessible by any internet-enabled device (smartphone laptop, tablet …) and in several languages
Website: https://www.malteser-international.org/en/about-us/how-we-work/transparency.html

A web-based digital safe disclosure system is available 24 hours a day, seven days a week. Reporting persons can submit reports to Malteser International. The system is protected and confidential. It can be used with any internet-enabled device (smartphone, laptop, tablet, etc.) and in several languages. The system can be accessed at the above website.

Email:

For SEAH – sexual exploitation, abuse, and harassment:
GMB_MI_SEAH@malteser-international.org

For Fraud and Corruption:
GMB_MI_Corruption@malteser-international.org

It is also possible to submit reports / observations by email either in English or in German via the address given above.

Postal:

Malteser International
Internal Audit / Safeguarding
Erna-Scheffler-Strasse 2
51103 Cologne
Germany

Furthermore, reports can also be sent by post either in English or in German to the above address.

Personal, face to face:

For a personal appointment with the safe disclosure responsible at country level, an appointment must be made via the following e-mail addresses,
for SEAH – sexual exploitation, abuse, and harassment:
GMB_MI_SEAH@malteser-international.org
for Fraud and Corruption:
GMB_MI_Corruption@malteser-international.org

A safe disclosure can also be made in a personal meeting with the safe disclosure representative at country level after making an appointment.

External Ombudsperson:

Dr. Karl Sidhu, LL.M.
Phone: +49 (0)89 2441334-60
Email: sidhu@svs-legal.de
Address: SvS Rechtsanwaelte, Widenmayerstrasse 36, 80538 Munich, Germany
https://www.svs-legal.de

Alternatively, an external Ombudsperson, Dr. Karl Sidhu from the law firm SvS in Munich, is available to receive information either in English or in German. The external Ombudsperson is bound by law to secrecy as a lawyer and thus as a person bound by professional secrecy. The external Ombudsperson can be reached via the above contact details.

Finally, all staff members and volunteers can contact their line manager, or higher superior, the national management, the in charge Internal Auditor and Safeguarding as well the Human Resources Department of Malteser International, at any time to report an observation.

If an observation reported internally to Malteser International is not remedied, the reporting person is free to contact an external reporting office. Information on external reporting offices is available on the website of the German Federal Ministry of Justice at www.bmj.de.

4. Submission of reports – anonymity

The submission of reports is not bound to certain forms and may be submitted by individual choice via the reporting points mentioned in chapter 3.

If they wish, reporting persons can submit their reports anonymously through all reporting channels. Nevertheless, we would like to encourage every reporting person to disclose their identity in order to facilitate efficient handling of the report and possibly necessary inquiries into the facts of the case, which serve to uncover the allegation that has been made.

Reports may be submitted in several languages by making use of the online reporting channel and in German and English to the other reporting points mentioned in chapter 3.

Malteser International encourages explicitly that potential violations will be reported in good faith. Thus, we call upon reporting persons to act loyally, and to reflect and respect given laws and Malteser International's given values / principles (cf. Code of Conduct / CoC)

5. Definition of reporting violations and misconduct

Persons' behaviour related to Malteser International's work may be unethical or an inappropriate conduct or other misconduct that violates Malteser International's internal policies. For such there are specific internal responsibilities and reporting channels and reporting points.

For example, the IT department deals with data breaches whereas for (program related) complaints and feedback a Complaint and Response Mechanism (CRM) is established at the national levels.

Within the framework of this guideline, it should also be possible to report action such as offences that may generally constitute significant misconduct. This may include, among others, offences committed by staff members at the expense of other staff members, beneficiaries, Malteser International as an organization or third parties, and leading to gaining advantages of any kind for the offender, and even offences committed in "good conscience" in order to gain an advantage for Malteser International as an organization.

For example, the following circumstances constitute a potential violation (not exhaustive):

- Sexual exploitation, abuse and sexual harassment (SEAH).
- Any kind of discrimination based on gender, sex, religion, nationality, ethnicity, marriage status, disability, etc.
- Offering or accepting bribes (corruption).
- Fraud, e.g. by manipulating the registers and data of beneficiaries.
- Money laundering or the misappropriation of funds.
- Theft, especially if it is systematic and/or beyond a “de minimis threshold”.
- Unlawful trafficking or unlawful use of illicit substances.
- Acts of violence or the threat thereof.
- Intentional damage to property not actively reported by the damaging party (beyond a “de minimis threshold”).
- Violations of provisions of this guideline which serve to protect the person giving the information, in particular discrimination or threats against persons
    - who have reported a potential violation, and
    - individuals believed to be reporting or to have reported a potential violation.
- Any conduct that does not comply with the MI’s guidelines (e.g. Code of Conduct etc.).
- Any conduct which constitutes a breach of internal accounting rules, accounting stan-dards or accounting controls.
- Violations of data protection regulations, in particular the German General Data Protection Regulation (DSGVO) or the Ecclesiastical Data Protection Regulation of the Religious Community under Papal Law (KDR-OG), such as any intentional, grossly negligent or otherwise inappropriate dissemination of patient data (e.g. pictures via WhatsApp; non-anonymized report on cases to non-affected third parties).
- Disclosure of trade secrets related to MI or other internal or confidential information, the use of which by third parties could cause damage to MI.
- Any attempts to conceal evidence of misconduct listed above.
- Any other misconduct that could significantly harm the reputation, or the organization of MI (including breaches of confidentiality).
- Any violations by suppliers of human rights and environmental due diligence obligati-ons with regard to the German Supply Chain Due Diligence Act (LkSG) and correspon-ding international legislation, including violations of the Mandatory Principles of Huma-nitarian Aid Procurement, as well as the prohibition of child and forced labour and the prohibition of disregard for labour and environmental protection legislation.

Also, within Malteser International violations and misbehaviour not exceeding certain margins, a "de minimis threshold" (e.g. taking a Malteser pen for private purposes = theft), are not wanted at all and must be systematically stopped in the future. However, as a rule, for these cases there are likely to be local channels of communication in particular with the human resource in-charge / department and superiors, or program or national management.

6. Differentiation from other complaints

The safe disclosure system serves exclusively to receive and process reports on actual or alleged, potential violations of laws, national regulations and all internal rules (e.g. MI CoC) and regulations. It is not intended for general/non-sensitive complaints and feedback ("suggestion box"). For these please use national channels, such as the Complaint and Response Mechanism (CRM).

7. Protection of the reporting persons

Any reporting person providing in good faith (bona fide) reports to potential or even actual violations is protected from "retaliations". This also applies to threats and attempts in relation to the report. Retaliations are acts or omissions in connection with a professional activity which are a reaction to a report or disclosure, and which cause or may cause the reporting person to suffer an unfair disadvantage.

Reporting persons are entitled to protection from any adverse treatment if they have plausible reasons to believe that the information they report is correct at the time it is being reported and that the report is not made for extraneous purposes. A report for extraneous purposes is assumed, for example, if the sole intention of the reporting person is to discredit another person for minor or even false violations.

Therefore, only reporting persons acting in good faith are protected.

Reporting persons should therefore only provide information if they believe in good faith that the information provided by them is correct and true.

Reporting persons are not acting in good faith if they know that the reported information is untrue. If there is any doubt, the facts in question must not be presented as a fact, but as an assumption, assessment or statement by other persons.

Persons who intentionally, knowingly or grossly negligent report false or misleading, fraudulent information are accordingly excluded from the scope of protection. It should be noted that a reporting person may be held criminally liable and may also be obliged to make good any damage in case of purposely claiming untrue facts regarding other persons.

Every report must therefore be made in good faith and without fear of retaliations, i.e. without fear of being discriminated against. For the protection of all persons reporting in good faith, Malteser International prohibits any sanctions. See also article 4 of M's CoC.[3]

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[3] See article 4 of the MI Code of Conduct, focusing in particular at PSEAH:

…

- *Retaliation against individuals who report a genuine suspicion of misconduct or cooperate in an investigation of misconduct is strictly prohibited and may result in disciplinary action against the individual taking the retaliatory action.*
- *No disciplinary action will be taken against staff who report a genuine concern that later turns out to be mistaken or misguided*
- *This assurance does not apply to individuals who file an intentionally false complaint that they know to be untrue or who are involved in the intentional dissemination of false information. If an investigation reveals that a complaint is intentionally false, this may result in disciplinary action against the person who made the intentionally false complaint or falsified the information provided to investigators. …*
- *Malteser International follows the 'Need to Know' principle of confidentiality to protect all persons involved in a complaint. This means that sensitive information should only be shared with those who need to know it to manage or conduct an appropriate response, to meet legal or contractual donor reporting requirements, or to protect others from further harm. Those who need to know should receive as little information as necessary and no more.*

8. Confidentiality

We assure that all reporting persons will be treated confidentially. Since all information, irrespective of its truthfulness, is capable of causing the greatest possible damage to the reputation of the person concerned the reporting person and/or to third parties as well as to Malteser International, it will therefore be treated with particular confidentiality over and above the obligations arising from the applicable data protection laws.

This means that the identity of the reporting person, the identity of the persons who are subject of a report and the identity of other persons named in the report will not be disclosed to any persons other than those who are responsible for receiving the information or for taking any follow-up action.

Derogating from this principle, the identity of a reporting person or other circumstances that allow conclusions to be drawn about the identity of this person may be disclosed on the basis of the circumstances mentioned below:

- in criminal proceedings at the request of the prosecuting authorities.
- on the basis of government judiciary acts such as administrative proceedings, including administrative fine proceedings.
- on the basis of a court decision.

In such cases, the reporting person shall be informed in advance of the disclosure. This shall be dispensed with if the law enforcement agency, the competent administrative authority or the court has informed the respective MI reporting point that such information would jeopardize the corresponding investigations, enquiries or court proceedings.

Furthermore, information about the identity of a reporting person or other circumstances that allow conclusions to be drawn about the identity of this person may be disclosed on the basis of the circumstances mentioned below:

- if follow-up measures are necessary.
- with the consent of the reporting person.

Information on the identity of persons who are the subject of a report and on the identity of other persons named in the report may be disclosed in the following circumstances:

- if consent has been given in this respect.
- by the "reporting points" referred to in chapter 3, to the extent necessary and required in the course of internal investigations.
- if this is necessary for taking follow-up measures. [4]
- in criminal proceedings at the request of the prosecuting authorities.

- *Mishandling confidential information can have serious implications for the integrity of the process, the outcome of an investigation, and the safety and well-being of the individuals involved. Breaches of confidentiality are considered as gross misconduct.*

Non-compliance with the above stated rules will result in disciplinary action.

[4] E.g. if the person concerned is a potential threat for other staff members, people we work with and third parties.

- based on an order in administrative proceedings, including administrative fine proceedings.
- based on a court decision.

9. Documentation of the reports

The persons responsible for receiving reports via one of MI's reporting points (see chapter 3) shall document all incoming reports in a permanently retrievable manner in compliance with the confidentiality requirement. The reports shall be stored in compliance with the provisions of data protection law for no longer than is necessary and appropriate for the circumstances.

The reporting person shall be given the opportunity to check the documentation, correct it if necessary and confirm it with their signature or in electronic form if the report is not submitted anonymously.

The documentation must be deleted three years after the procedure has been completed. The documentation may be kept longer in order to meet the requirements in accordance to German law (HinSchG; based on the Directive (EU) 2019/1937) or other legal legislation, as long as this is necessary and proportionate.

10. Time-bound confirmation of receipt and feedback obligation

The persons responsible for receiving reports via one of MI's reporting points (see chapter 3) shall acknowledge receipt of a report to the reporting person within seven days at the latest.[5]

Furthermore, the report receivers (see chapter 3) shall provide a response to the reporting person within three months of the acknowledgement of receipt of the report. However, feedback to the reporting person may only be provided to the extent that it does not affect internal enquiries or investigations and does not affect the rights of the suspected persons or those who are named in the report. As a rule, reporting persons do not receive any feedback on sanctions (especially disciplinary action / labour law measures) that have been taken against other persons. In this respect, it is always necessary to assess in each individual case which information can be communicated to the reporting person at all.

11. Definitions / terminology, abbreviations [6]

CoC: MI Code of Conduct.

CRM: MI Complaint and Response Mechanism.

Follow-up action: The action taken by the recipient of a report (= reporting point) to verify the validity of the observations and / or even allegations made in the report and, if necessary, to take action regarding the reported violation, including by means of enquiries, investigations and/or closure of the procedure.

Information about violations: Reasonable suspicion or knowledge of actual or potential violations

[5] The MI CRM, however, sets the target at 72 hours from the date of receiving a report. This particularly applies to "safeguarding" messages / reports via the MI CRM.

[6] In alphabetical order! Cross references are underlined!

that have occurred or are very likely to occur, and of attempts to conceal such violations.

Infringements: Acts or omissions within the scope of a professional activity which are directed against laws, legal ordinances, other international regulations as well as directly applicable legal acts of the European Union, internal regulations of MI and voluntary commitments and are therefore unlawful.

MI: Malteser International

Misconduct, significant: significant misconduct may include, among others, offences committed by staff members at the expense of other staff members, beneficiaries, MI as an organization or third parties, and leading to gaining advantages of any kind for the offender, and even offences committed in "good conscience" in order to gain an advantage for MI as an organization, see chapter 5.

Person concerned: A natural or legal person identified in the notification as having committed the breach or with whom the identified person is associated. In other contexts subject of complaint (SoC) might be used as a synonym.

Professional activity: current or former work activities and current or former voluntary activities within Malteser International through which persons obtain information about potential violations, regardless of the nature of the activities.

Report or reporting: verbal, written or electronic communication of information / observations / hints on infringements to the designated reporting points.

Reporting channel: technical system for data handling. as well as MI staff members or departments responsible for receiving reports or taking follow-up action.

Reporting person: a natural person who reports information about violations obtained in connection with her or his professional activities or through direct observation. In MI CoC: complainant.

Reporting point: MI staff members responsible for receiving reports or external Ombudsperson.

Retaliations: Actions or omissions in connection with professional activities which are a reaction to a report and as a result of which the reporting person suffers or may suffer an unjustified disadvantage (e.g. warning, dismissal, reprisal, victimization etc.).

SDG: MI Safe Disclosure Guideline.

SEAH (PSEAH): (Protection from) Sexual exploitation, abuse and sexual harassment.

Sensitive and non-sensitive cases and / or complaints: For the differentiation between sensitive and non-sensitive cases and/or complaints please refer to the MI CoC, which lays out the context of “sensitive cases / complaints as well as the general criteria for handling sensitive cases / complaints (*MI CoC, p. 11)*:
“SEAH complaints are sensitive complaints that should be handled with the utmost confidentiality towards the complainant, survivor/affected person and the subject of the complaint.”.

Subject of complaint (SoC): see person concerned.

Violation: potential violations / breaches of laws, national regulations as well as all internal rules (e.g. MI CoC) and regulations, see chapter 5.

This Safe Disclosure Guideline has been issued by the Secretary General of Malteser International.

Cologne, February 23rd, 2024

Clemens Graf von Mirbach-Harff

Secretary General

Annex: Malteser International - Safe Disclosure Guideline
Flyer on 2. reporting persons & 3. reporting points[7]

Reporting persons

Reporting persons are understood to be natural persons who report or disclose information about violations obtained in connection with their (also voluntary) activities at Malteser International. Not only staff members, volunteers, former colleagues are entitled to report violations, but also project partners, beneficiaries, suppliers, external consultants or other third parties, etc.

The Safe Disclosure Guideline however does not oblige anyone to actually provide information.

Reporting points

For Malteser International staff:
If you believe that the actions of any staff member, or person(s) having to do with Malteser International could constitute significant misconduct, you should report your observations with the responsible person according to the MI CRM. For non-sensitive cases[8], please inform your line manager in the first place. If you do not feel comfortable speaking to your line manager for any legitimate reason or because you fear negative personal consequences for yourself such as reprisal, victimization, or dismissal, you may instead contact the line manager's superior.

For project and business partners, beneficiaries and all other stakeholders:
You should raise your observations with MI's Program or Country Coordinator in charge.

In circumstances where it would be inappropriate to approach either the Malteser International person in charge or their supervisor, you may report your observation directly to MI's headquarters by using the reporting points as mentioned further down in this chapter.

Please always report full details of your observations along with your concern (such as locations, date, time, names, …) and any available supporting evidence. Please also state whether you wish your identity to be kept confidential.

When addressing a significant misconduct through the reporting points, please give a brief reason why Malteser International managers in charge in the country should not deal with the issue.

For other non-sensitive complaints[9] that do not constitute significant misconduct as described in chapter 5, please refer to MI's Complaint and Response Mechanism (CRM) at national level.

For submitting / reporting information on actual or suspected violations and / or significant misconduct, the following reporting points are available:

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7 Might be printed separately from the SDG for blackboards and / or hand-outs.

8 For the differentiation between sensitive and non-sensitive cases and / or complaints please refer to the MI CoC, which lays out the context of "sensitive cases / complaints" as well as the general criteria for handling sensitive cases / complaints and refers to either this SDG or to the (Safeguarding) CRM.

9 See footnote 7!

Online reporting point:

Available 24/7, anonymous on request, accessible by any internet-enabled device (smartphone laptop, tablet, etc.) and in several languages
Website: https://www.malteser-international.org/en/about-us/how-we-work/transparency.html

A web-based digital safe disclosure system is available 24 hours a day, seven days a week. Reporting persons can submit reports to Malteser International. The system is protected and confidential. It can be used with any internet-enabled device (smartphone, laptop, tablet, etc.) and **in several languages**. The system can be accessed at the above website.

Email:

For SEAH – sexual exploitation, abuse, and harassment:
GMB_MI_SEAH@malteser-international.org

For Fraud and Corruption:
GMB_MI_Corruption@malteser-international.org

It is also possible to submit reports / observations **by email either in English or in German** via the address given above.

Postal:

Malteser International
Internal Audit / Safeguarding
Erna-Scheffler-Strasse 2
51103 Cologne
Germany

Furthermore, reports can also be sent by post either in English or in German to the above address.

Personal, face to face:

For a personal appointment with the safe disclosure responsible at country level, an appointment must be made via the following e-mail addresses,
for SEAH – sexual exploitation, abuse, and harassment:
GMB_MI_SEAH@malteser-international.org
for Fraud and Corruption:
GMB_MI_Corruption@malteser-international.org

A safe disclosure can also be made in a personal meeting with the safe disclosure representative at country level after making an appointment.

External Ombudsperson:

Dr. Karl Sidhu, LL.M.
Phone: +49 (0)89 2441334-60
Email: sidhu@svs-legal.de
Address: SvS Rechtsanwaelte, Widenmayerstrasse 36, 80538 Munich, Germany
https://www.svs-legal.de

Alternatively, an external Ombudsperson, Dr. Karl Sidhu from the law firm SvS in Munich, is available to receive information either in English or in German. The external Ombudsperson is bound by law to secrecy as a lawyer and thus as a person bound by professional secrecy. The external Ombudsperson can be reached via the above contact details.

Finally, all staff members and volunteers can contact their line manager, or higher superior, the national management, the in charge Internal Auditor and Safeguarding as well the Human Resources Department of Malteser International, at any time to report an observation.

If an observation reported internally to Malteser International is not remedied, the reporting person is free to contact an external reporting office. Information on external reporting offices is available on the website of the German Federal Ministry of Justice at www.bmj.de.