REPUBLIC OF YEMEN

**PUBLIC WORKS PROJECT**

**MANUAL OF PROCEDURES**

**Apr. 2014**

### Table of contents

 Pages

Table of Contents (i)

List of Abbreviations (iv)

List of Annexes (v)

1.0 INTRODUCTION 1

1.1 Background 1

1.2 Overall Objectives 1

1.3 Specific Objectives 1

1.4 Documents Governing the Public Works Project (PWP) 2

1.5 Project Management 2

1.5.1 The Steering Committee (SC) 2

1.5.2 The Project Management Unit (PMU) 3

1.6 Working Principles 4

2.0 INVESTMENT PLANNING & SUB-PROJECT SELECTION 5

2.1 General 5

2.2 Coordination with Local Councils 5

2.3 The Investment Strategy 6

2.4 Promotion and Initiation of Sub-Projects 7

2.5 Principles of Annual & Quarterly Plans 7

2.6 Process of Approval of Annual Program 7

2.7 Quarterly Investment Plans (QIP) 8

* + 1. Social Mobilization 8
		2. Final Selection Criteria 9
		3. Environmental Assessment 9
		4. Approval of QIP 10
		5. Environmental Awareness Training 10

2.8 Sustainability of sub-project 10

1. SOCIAL MOBILIZATION PROCEDURES& NGO SUPPORT 11

3.1 General 11

3.2 Identification Phase 11

3.3 Preparation Phase 12

3.4 Implementation Phase 13

3.5 Operation & Maintenance Phase 13

3.6 Grievance Redress Mechanism 14

4.0 PROCUREMENT 14

 Specific procurement rules & Procedures 14

4.1 Procurement of Goods & Works 14

4.2 Employment of consultants 17

5.0 CONSTRUCTION IMPLEMENTATION AND SUPERVISION 21

* 1. Construction Implementation 21
	2. Supervision 22

6.0 HANDING –OVER AT COMPLETION 23

7.0 FINANCIAL MANAGEMENT SYSTEM 25

7.1 Accounting System

7.2 Objectives of Accounting system 25

7.3 Principles of Accounting system 25

7.4 Accounting Obligation 26

7.5 Significant Accounting Policies 26

8.0 **ENVIRONMENT AND SOCIAL SAFEGUARDSSCREENING**

9.0 MANAGEMENT OF PMU FUNDS 27

9.1 IDA Funds 27

9.2 Principle of special accounts 27

9.3 Government Funds 28

9.4 Community Contributions 29

9.5 Other Donors 29

10.0 PROCEDURES FOR DISBURSEMENT REQUESTS AND 30

 WITHRAWAL APPLICATION

10.1 Disbursement procedures 30

10.2 Request for Payments 30

10.3 Commitment 32

10.4 Presentation of Invoices 32

10.5 Checking of Invoices 32

10.6 Authorization of Payments 32

10.7 Closure of contract 33

10.8 Cashier and Perry cash 33

10.9 Levels Authority for Signing 33

11.0 AUDITING 34

12.0 Management Information System (MIS) 35

12.1 Principles of MIS 35

12.2 Scope of MIS 35

13.0 MONITORING & EVALUATION 37

13.1 Reporting Procedures 37

13.2 Annual Performance Reviews and MTR 37

13.3 Social Impact Assessments 37

13.4 Performance Indicators 38

# LIST OF ABBREVIATIONS

##

AIP Annual Investment Program

AM Area Manager

CBO Community Based Organization

CRC Contractor Registration Committee

EI Environmental Impact

ES Environmental Specialist

FAD Financial and Administration Division

FAM Financial & Administration Manager

GPM Governorate Project Manager

HOC Handing Over Committee

IBRD International Bank for Reconstruction & Development

IDA International Development Association (WB)

IMF International Monetary Fund

IP Investment Planner

LA Legal Advisor

LCCD Local Community Council for Development

MCHUP Ministry of Construction, Housing &Urban Planning

MIS Management information System

MOP Manual of Procedures

MPOIC Ministry of Planning & International Cooperation

NGO Non–Government Organization

PD Project Director

PMU Project Management Unit

PS Procurement Specialist

PWP Public Works Project

QIP Quarterly Implementation Plan

ROY Republic of Yemen

SC Steering of Committee

SC- M Steering of Committee Meeting

SOE Statement of Expenditures

SSR Staff Service Rules

TOR Terms of Reference

WB World Bank

YR Yemeni Riyal

# LIST OF ANNEXES

Annex 1: Organization chart of PMU

Annex 2: Site visit Reporting format for each sector

Annex 3: Final Selection Criteria

Annex 4: EIA Screening Check List

Annex 5 : Bid Opening Format

Annex 6: Prior Review Thresholds (PAD)

Annex 7: Simplified request for Proposal

Annex 8: Registration form for Consultancy services

Annex 9: Standard form of Contract for Consultant services

Annex 10): Form for Evaluation of Consultants

Annex 11: Simple Construction Contracts

Annex 12: Standard Format for Site handing over

Annex 13: Bi-weekly monitoring schedule of works

Annex 14: ToR for Supervision Consultants

Annex 15: Standard format for Preliminary and Final Handing -over

Annex 16: Procedures for Internal Control

Annex 17: Performance Indicators

**CHAPTER 1**

**INTRODUCTION**

**1.1Background:**

1. The Public Works Project (PWP) was established in 1996 as one of the main components of the Social Safety Net aimed at mitigating the adverse effects of the Economic and Administrative Reform Program embarked by the Government in 1995.
2. The first phase completed in 2000, second phase in 2004 and the third phase is expected to be completed in 2011. All three phases were rated by the International Development Association (IIDA) as Highly Satisfactory. This success attracted several development partners in Yemen to finance the PWP, hence increasing its portfolio from US$30 million during Phase 1 to over $400 million in Phase 3.
3. To build on this impetus, and the need to continue in improving livelihood of the poor communities through creation of job opportunities and delivery of social services in the remote areas with high incidence of poverty; the Government has requested IDA to continue its support to the Public Works Program through a Fourth Phase. IDA support is an important factor to leverage other development partners. The trend of success and levels of finances is envisaged to continue during the Additional Financing for the Labor Intensive Public Works Project (LIPWP).
4. The continued immense need for infrastructure development leading to improvements in delivery of social services especially in the remote areas with high incidence of poverty, and the continued need to create job opportunities to mitigate adverse impacts of the economic reforms has led to the Government to request IDA to continue its support to the Public Works Program.

**1.2 Overall Objectives:**

1. The overall objective of the Public Works Project is toimprove livelihood of the country’s poor communities through:(i) provision of needed infrastructure to improve services and environmental conditions; and (ii) creation of short-term employment

**1.3 Specific Objectives**:

1. To achieve the overall objective, the PWP has been designed to undertake specific measures as follows:
2. Provision of needed infra-structure to improve services and environmental conditions (particularly those affecting women and children)
3. Creation of short-term employment.
4. The LIPWP will ensure sustainability of these measures through:

i Community involvement in sub-project selection, preparation and implementation; and

ii Developing capacity of local contracting and consulting engineering firms.

1. The main component of the PWP will be comprised of small-scale public works in areas with above average poverty profiles for rehabilitation and/or extension in the following sectors:
* Health
* Education
* Water and water harvesting schemes
* Sanitation
* Roads (Stone paving)
* Social security / vocational training

**1.4 Documents Governing the Public Works Project (PWP)**

1. The Decree No. 3 of 1996 issued by the Prime-Minister, regarding the establishment of the SC;
2. Staff Service Rules, which basically refer to employment condition, and performance evaluation of PMU staff
3. 3 This Manual of Procedures MOP, which basically covers operational matter, and has the following objectives:
4. To establish uniformity accountability and financial and procedural transparency in the functioning of the PMU
5. To facilitate the work of the PMU
6. To rationalize systems and procedures
7. The Credit Agreement No **IDA H6630-RY** between the ROY and IDA
8. Project Appraisal Document of 2011
9. The PWP will inform other stakeholders of the working procedures relevant to their involvement in the project cycle.

**1.5 Project Management:**

1. In order to achieve these objectives the Government has established a Steering Committee(SC), and a Project Management Unit, (PMU) being the executive arm of the SC.

**1.5.1 The Steering Committee (SC):**

1. The SC has been established under Decree No.3 of 1996 issued by the Prime Minister, and is made up of thirteen members from various relevant Ministries, government and non-government institutions, chaired by the Vice Prime Minister, Minister of Planning and International Cooperation.
2. Duties and function of the SC in general include:
3. Approval of sub-project selection criteria, staff service rules (SSR), and the manual of procedures (MOP),
4. Review and approval of budget for investment programs and for PMU operational activities,
5. Review of quarterly and annual audit reports progress reports and performance of PMU,
6. Approval of sub-project contracts and goods exceeding a value of US$1,000,000
7. Appointment and termination of Auditors.
8. Duties and functions of the Chairman of the SC according to the Prime-Minister’s Decree are as follow:
9. General supervision of the technical and administrative functioning of the PMU;
10. Making decision on technical and administrative staff in accordance with the SSR, and entering into and termination of senior PMU staff and determination of remuneration of staff;
11. Supervision of the implementation of decisions taken by the SC.

**1.5.2 The Project Management Unit (PMU):**

1. The PMU serves as the secretariat to the SC and is the executive arm for the implementation of the PWP;
2. The PMU is headed by a project Director PD and assisted by key senior staff including Financial and Administrative Manager, 3 Area Managers, an Investment Planner, a MIS Specialist, a Procurement Manager, Monitoring and Evaluating Manager, and Environment, Water Specialist and Gender and Citizen Engagement coordinator. The PMU will continue to maintain its ten regional offices in the Governorates, which is comprised of a small core staff headed by a Sub-Area Manager. The PMU and its regional offices shall also comprise a number of support staff as per the attached Organizational Chart. (Annex 1:thehierarchical organizational structure of PMU).
	* + 1. **Duties and Functions of the PMU under the administrative authority of the Project Director include:**

**i. distribution of funds among governorates and districts based on criteria approved by the Steeri**ng Committee;

ii preparation of annual investment programs for sub-projects, based on requests received, screening and selection of each governorate in accordance with allocated budget taking into account sectoral distribution;

iii assisting communities in sub-project identification and prioritization which includes the assessment of sub-project proposals versus the selection criteria including the review of sub-project proposals submitted by the Governorates, line ministries, local councils and NGOs;

iv. assisting local governments in preparing investment programs based on established selection criteria;

v procuring works and goods in accordance with World Bank Guidelines and the executive orders/ rules of Republic of Yemen;

vi entering into contracts for goods, consultancy and civil works with a value up to US$ 1,000,000;

vii appointment of consultants/NGOs for specific assignments;

vii calling for SC meeting when necessary to approve investment programs, auditing reports, reviewing progress of the PWP and resolving any issues/obstacles thatmay impede efficient functioning of the PMU;

ix carrying out annual reviews on work procedures, revising and updating SSR and MOP;

x coordinating with the government, Local Councils, non-governmental organizations and financing agencies;

xi capacity building for the strengthening of local contractors, consultants and NGOs;

xii submitting periodical and annual reports, including quarterly and annual audit reports, to the SC,IDA, and Donors for approval;

xiii appointment of support staff, and

xiv carrying out the management of all disbursement functions of the Project through the financial management.

Conducting necessary steps for Gender and C.E. Issues

**1.6 WORKING PRINCIPLES:**

1. This MOP is mainly applicable for activities to be financed from all Donors contributing to the PWP unless specified otherwise in the Individual Financing Agreements.
2. Staff members of the SC/PMU are jointly required to exercise their discretion with reference to the following principles:
3. The SC has the overall management and planning responsibility for the successful implementation of the PWP. The PMU is responsible for the daily management of the PWP. The Project Director is directly in charge of the PMU staff.
4. All SC/PMU staff shall adhere to the organizational structure of the PMU as established, while rights and obligations of staff shall be governed by the Staff Service Rules (SSR).
5. The SC/PMU may not practice any form of discrimination or preferential treatment in its relation with third parties involved in any activity of the PWP. The SC/PMU and their member /staff shall exclusively apply the decision making procedures and the working principles as described in this Manual of Procedures (MOP).
6. Achieving most of what can be accomplished within the set forth procedures and the amounts paid, and which guarantee efficient achievement of the PWP's objectives. In relation to all its activities, this principle should always be applied in the decision making and at all levels of activities within the SC/PMU.
7. Subject to the above-mentioned principle of cost-effectiveness, cost minimization should be a constant concern of the SC/PMU and all their staff

### CHAPTER 2

INVESTMENT PLANNING AND SUB- PROJECT SELECTION

**2.1 General:**

1. The basic principle behind successful achievement of the objectives of the PWP is that all the different stakeholders are associated as closely as possible in all the stages of the sub-project cycle. The most important stakeholders are the beneficiaries, i.e., the poor communities.
2. The PWP will closely coordinate with the Governorate, local authorities and local councils for ensuring smooth progress and *sustainability* of implemented works.

**2.2 Coordination with Local Councils:**

1. In view of the responsibilities and functions of Local Councils established by Decree No. 4 for the year 2000[[1]](#footnote-1), which include representing communities in identifying, prioritizing, financing, implementing and sustaining development projects. One of the main objectives of the PWP is community involvement as a means of ensuring long term sustainability. The PWP will coordinate with the local councils in the following manner
2. Available finances will be distributed in accordance with a set of criteria, to all governorates and districts, unless allocated by donors to specific governorates and sectors.
3. Local Councils will be notified of the following:
	1. a brief description of the Project including its objectives and procedures;
	2. sources of finance &budgets available for a governorate/local council;
	3. eligible sectors;
	4. selection criteria;
	5. a list of proposed sub-projects considered as high priority, which have been originally requested through local councilsor are aware of them,will be submitted to the governorate whichwill review the list and endorse it through meetings. Minutes of the meetings together with justifications for any changes will be submitted to the PWP with the endorsed list. PWP representative may attend the meetings.

f The concerned local councils shall commit to ensure community contributions for each sub-project, otherwise the PWP reserves the right to substitute those that do not meet the minimum requirement for community contribution;

g The local council/communities commits to ensure operation and maintenanceof all sub-projects, through ensuring availablity of resources(human and financial) and facilitates this aspect including taking care of equipment and furniture;

h The PWP will apply the final selection criteria and eligible sub-projects will be grouped into annual and/or quarterly investment programs to be sumitted to the Steering Committee for approval, and hence to IDA ofWB to financ sub-projects after review and No-Objection;

i The PWP will then commence implementation in accordance with the set procedures. Local Councils will commit to assist the PWP in resolving any issues or disputes of non-technical nature that may arise during implementation between contractors and beneficiaries. Sub-area managers are responsible for dicumenting disputes and coordinate with Local Councils to resolute all the disputes.

j The National authorities and the Ministries will mainlybe associated in a coordination and information-sharing role. They are well represented in the SC, which plays a major planning and supervision role over the PMU.

 **2.3 The Investment Strategy:**

1. The basic principle of the Investment Strategy is that all funds available to the PWP shall be distributed according to the following criteria as set out in the PAD and approved by the Steering Committee.
2. **Distribution among the governorates**

i 50% according to population census,

ii 30% using the CSO Poverty indicators (Upper Poverty Line) of 2004

iii 20% for remoteness and deprivation. This will be further distributed according to the following criteria:

* 1. 30% for No. of Poor districts in each Governorate ( according to the Min. of Local Authority);
	2. 30% for surface area of the governorate;
	3. 20% again for Population;
	4. 20% average of the three indicators.
1. **The investment Strategy is based on the best available statistics:**

i the 2004 National Poverty Survey (**CSO**),

ii the 2004 population census (**CSO**),and

**3. Targeting the poor**:

1. Distribution and allocation of funds on the basis of the above criteria intrinsically targets those governorates with the highest rate of poverty. Within the governorates, poverty pockets and deprived areas will be identified through site visits to be conducted by PWP staff / consultants. Communities who have the most urgent needs will be prompted and assisted to submit their proposals
2. The Objective of the PWP is Poverty Alleviation and targeting the poor whichwill be emphasized to all stakeholders.

**2.4 Promotions and Initiation of Sub-Projects:**

1. The PMU will have continuous contact with the Governorates, local authorities, local councils and communities to discuss issues impeding progress of the specific governorates and future interventions. This will be mainly the responsibility of Sub-Area Managers who will conduct regular meetings in the governorate. In addition the Project Director and Area Managers will meet at governorates to ensure spirit of continuous dialogue is maintained, objectives and criteria are discussed, and issues are resolved amicably.

**2.5 Principle of Annual and Quarterly Investment Plans:**

i Investment Planning is the process of planning for the distribution of annual budgets amongst the governorates and select sub-projects complying with selection criteria;

ii Priority will be given to those districts with larger poverty concentrations, deprived (lack of access to services) and extent to which PWP has had interventions in previous phases;

iii to ensure that the sectors of interventions respond to the needs of the poor communities, and are in line with the overall distribution of funds by sectors;

iv to establish the budgetary requirement for the next operational year, including the required counterpart funding for inclusion in the government's annual budget,

1. The AIP is the second step in the targeting process: through comparative social assessments the priority poverty areas will be identified and selected. The AIP further distributes funds in different sector activities and proposes quarterly implementation plan.

**2.6 Process of Approval of Annual Program:**

1. The annual program will be prepared from list of sub-projects submitted from local communities/NGO’s/members of parliament/local authorities including local councils. Sub-projects will be subject to preliminary selection as follows:

i sub-project compliance with sectorial distribution i.e. falls within specified sectors;

ii falls within the budget range averaging $140,000;

iii Is within poverty / deprived area of the governorate;

iv. Is labor intensive; and based on demand by the beneficiary community?

1. The Annual program will first be submitted to the governorates that are required to endorse the List. The program will be submitted with a covering letter stating source of the funds and available budget. The procedure for approval will be as described in coordination with LC.The Annual Program will then be submitted to the SC and Donors as per the Financing Agreements.

 **2.7 Quarterly Investment Plans (QIP):**

**Preparation of the QIP shall go through the following phases:**

i Social mobilization, site verification and data collection

ii Final selection criteria

iii EIA

iv Submission of QIP to IDA(for IDA financed activities) for review and approval

v. Preparation of Tenders

vi Environmental awareness training

**i. Social mobilization, site verification and data collection:**

1. Once Annual program has been approved, the PWP shall appoint engineer/consultant to conduct detailed site verification.
2. Meetings will be held with representatives of all beneficiaries (if more than one village will benefit, all should be represented) including women and L.C representatives; with the objective of discussing how the sub-projectswere requested, verifying that they represent high priority, selecting the most feasible site location so as a maximum number of villages / communities can benefit, taking into account safety and environmental aspects; awareness raising on technology alternatives, including low-cost technology, responsibilities of the community during implementation and O&M and aspects of their contributions.
3. During these visits, coordination with concerned government agencies is established to ensure operation and sustainability. This is achieved through involvement of local offices in selection of site, handing over of site to contractor and handing over of completed facility to the agency.
4. A Beneficiaries Community should be democratically elected who will be in charge of making available the agreed contributions and follow up of all issues in the future, such as any problems during implementation, their responsibility towards O& M. Issues of simple design (incl. low cost technology), community contributions and O&M should be the main points for discussion and consensus should be reached and a plan made available. The main responsibility of following up for O&M is the local community, elected representatives and the local council who should either take up responsibility of O&M directly for such projects as rural water & sanitation, or follow-up concerned ministry branch office. All these aspect should be clearly spelled out to the community who should be willing and prepared to undertake these responsibilities.
5. The site-reporting format (Annex 2) will be filled out in the presence of the community who will assist in providing data. Data on social aspects will form baseline data for future Social Impact Assessments. The Environmental-screening checklist will also be filled out.
6. The report will be signed by representatives of the Local Community, Local Councils and relevant line Ministry.Data collected will have clear plans for O&M.
7. Any issues that may lead to cancellation /re-allocation of sub-projects should be reported such as disputes between beneficiaries; if the project is being implemented or is in the program of other implementing agency such as SFD, Min. of Education, local council.etc; a similar facility is available within a reasonable distance; the number of beneficiaries is too small ;not feasible technically/environmentally; or communities do not respond to contributing.

**ii Final Selection Criteria Annex (3)**

1. **Based on data collected on site, final selection criteria will be applied. Six Rejection Criteria** are included viz: - Sub-project with less than 5% community contributions; no environmental improvement; no plan for sustainability; and investment cost per person is > US$ 500 (not applicable for water and sanitation); it should not require involuntary resettlement or land acquisition in accordance with Bank safeguard policy OP/BP 4.12;and it should not involve trans boundary aquifers and international waterways in accordance with Bank safeguard policy OP/BP 7.50.
2. Sub-projects that are rejected are replaced in coordination with the community and local councils.
3. Eligible Sub-projects will be grouped together in Quarterly Investments Plans with a value ranging between 1-6 million and shall be submitted to IDA for review and approval.

**iii. Environmental Impact Assessment:**

1. All sub-projects to be implemented willbe subject to screening process and will comply with procedures as set out in the EMP document developed for PWP-4.

**Screening Process:**

1. There are two stages of environmental screening process:
2. The first screening is undertaken during application of selection criteria. Those that do not meet criteria for Improvement in Environmental conditions will be rejected at the outset.
3. Sub-projects will then be divided into two groups: those that do not have any significant negative impacts and those that may have some impacts.
4. Typical examples that fall under group 1 are schools. For this category the PWP has included mitigation measures (general considerations for the design & implementation of schools) in its standard designs.
5. For those falling under group II: (Environmentally sensitive sub-projects): The EIA will be conducted through desk reviews with the objective of ensuring that environmental issues are considered as part of design. Due to the repetetive nature of projects, mitigation measures should be standardized to the extent possible) and should be included in designs.
6. For those sub-projects that are environmentally sensitive such as water harvesting schemes , sanitation, water supply, and health projects, site-specific review will be undertaken in accordance with screening checklist Annex 4, and all negative impacts identified will be addressed in accordance with the EA document specifically produced for PWP-III, that specifies appropriate EMP’smatrices including monitoring. An Environmental Specialist Consultant will be appointed periodically to conduct the EIA and verify screening process.

**iv Submission of QIP to IDA for review and approval.**

1. Sub-projects that have gone through the above process and are feasible for implementation will be grouped together including the EMP’s and submitted to IDA
2. (Sana’a Country Office). The PWP will submit any further documents that maybe requested for purpose of clarification. IDA will provide its approval within one month from date of submission.
3. **Preparation of Tenders:**

Sub-projects that have been approved will be tendered after ensuring community commitments for contribution have been actually available and detailed designs are ready.

**vi Environmental awareness training**

An Environmental Awareness training program for PWP projects was developed

especially for Water & Sanitation. and Water Harvesting The awareness should include:-

- informing the communities of all environmental factors affecting them due to project implementation;

- Hygiene and aspects of proper household use and maintaining water and sanitation systems. Training teams should include female trainers;

- Training program for operation and maintenance of water & sanitation projects including financial and technical aspects.

- Short training for O&M of water harvesting where needed

* 1. **Sustainability of sub-projects:**

Greater emphasis has been given to issue of sustainability by rendering it a Rejection Criteria with the final selecting criteria for sub-projects. This should ensure that only those subprojects that have a solid plan for O&M including budget will be selected. The PWP will monitor completed sub-projects for a maximum period of two years from initial/preliminary handing over of the project to concerned agencies.

# CHAPTER 3

### COMUNITY PARTICIPATION

**3.1 General**

One of the main objectives of the Public Works Project is to ensure sustainability of sub-projects through enhancing community participation in the various phases of the project cycle. The most important role of the communities / local councils is during the phases of identification and prioritization of needs and operation and maintenance of completed sub-projects. The role of community/local councils and approaches for ensuring their involvement will be laid down in this chapter.

Whenever NGO’s are present their support will be sought for assisting the PWP team in different aspects of community mobilization. NGO’s could formally represent the community in different aspects required if so agreed with the community.

During PWP-1 community participation was one of the objectives with the main purpose of introducing the concept as well as spread awareness of its importance within communities benefiting from services. Great initiatives were taken to establish contacts with local communities and to build a two-way dialogue. The results were very positive and trust and confidence was established.

During the second phase of PWP the community involvement became stronger and community contribution (a minimum of 5% of the project cost) was one of the rejection criteria. PWP is giving the communities alternatives either to have this contribution in cash or in kind like local materials, or leveling the site, or digging,…etc. taking in consideration the local price of each item . For the land cost calculated according to the local price in the project area and the cost of Stones, sand, gravel, digging … etc. cost calculated for the labors and transportation of bringing the materials to the sub-project site.

 In addition, sustainability of sub-projects was also a rejection criterion which cannot be successfully achieved without involvement of communities.

During the fourth phase, greater emphasis will be placed on *citizen engagement*, particularly during the supervision, monitoring and evaluation phase of the sub-projects. A mobile-based M&E system using smart phones will be introduced as a pilot to facilitate the automatic updating of data regarding sub-project implementation progress as well as satisfaction levels. As this feature will be introduced in a phased manner,

The experience has therefore been further consolidated, procedures and mechanisms for dealing with communities at the various stages of the project cycle have been established.

**3.2 Identification Phase:**

Requests submitted by communities, local NGO’s, local councils and local authorities will all be subject to initial desk screening, and preliminary selection criteria and approvals.

The PWP through its PWP Sb-area Managers and/or consultants, will conduct site visits for each project area that has been approvedfor implementation, during which meetings and discussions will be held directly with members of communities and represantatives of the local councils. Other meetings and discussions with female communitiy members will be held separately by the females From the local communities. For the urban and suburban areas, target areas will be identified through coordination with the Investment Planner and Sub-area Managers, The social research team, under the supervision of the Gender Unit Coordinator, will identify the prior needs of women utilizing a number of methods such as focused group discussions.. During these community consultation visits and meetings the following aspects should be taken into account:-

- ensure that maximum number of people and a maximum number of consulted women from the beneficiary communityseparatelyarepresent. In most communities a certain kind of social structure/ hierarchy already exists especially in the rural areas and could be the starting point. But involvement of maximum number of beneficiaries should be ensured. If more than one village will benefit from a subproject, members of all communities should be represented. Women should be involved to the extent possible in these meeting. In urban areas NGO’s support will be required to mobilize the communities and organize them into a functioning entity. Selection criteria and scoring system will be explained by PWP staff to the NGO’s.

- in order to create sense of ownership and ensure sustainability it should be explained to the communities as to why it would be in their interest to participate in all the phases of the subprojects and to contribute financially but also through in-kind, their time and through general participation.

- Let all present(men and women)participate in prioritizing their needs. Sample questions: Does the sub-project represent their most urgent need? Do not let a few(men orwomen)dominate the meeting. It should be steered in a democratic way. A consensus should be reached on best location.'

- In case men's identification of needs are not the same as women's, then the needs of women will be given the priority. This prioritization of the needs of womenis in line with the PWP's objective is the provision of infrastructure which is appropriate enough for improving the service and the environment that are influencing women and children.

- Inform all men and women beneficiariesof the contributions that are required (5% of sub-project costs, as well as in-kind and cash contributions)and all should be encouraged to contribute. Discuss availability and quality of local material and its suitability for use in sub-project construction. (The male or femaleconsultantis required to verify and obtain samples before final approval). The link between simple design, low-cost technology, on the one hand and 5% contribution and O&M on the other hand should be made explicit to manage expectations and ensure project implementation and sustainability.

- Emphasis should be stressed that operation and maintenance is mainly responsibility of communities (including women where possible) especially the follow-up with concerned agencies. Agreement should be reached on their specific role and an O&M plan should be clear. (Plan for sustainability of sub-project is a condition for subproject identification).

- Availability of local contractors and consultants(including women should be explored and should be prompted to participate in tendering and short-listing of consultants.

- Availability of local labor. Local labor should be encouraged to approach contractor for employment.The contractor should be encouraged to provide the provision of job opportunities for women whenever community traditions or norms allow.

- During the community meeting Beneficiaries Committee(consisting of men and women if possible)should be elected by the community. The responsibility of this subproject committee ???will be to collect or make available contributions, be present during subproject handing over, coordinate with concerned agencies if special designs are needed e.g water,sanitation,etc., resolve any disputes and facilitate contractor’s assignment. Issues affecting women should given special attention. Their main responsibility will be the follow-up with concerned agencies for operation, and ensure operation and maintenance of completed facilities as user committee, including parents’ council for

- Follow-up with concerned agencies is very important especially for health subprojects where local communities have an important role to ensure operation.

**3.3 Preparation Phase:**

During site visits, agreement should be reached on the role of the community through their representative on their contribution to the designs of projects that are non-typical such as water, sanitation, irrigation etc.; in preparation of site (leveling), and in improving of road access to difficult sites, which result in significant reduction in cost of civil works.

Coorindation with concerned entities, such as the Social Fund for Development, Rural Water Authority, Local Councils,- concerned ministries, is required to avoid any duplication in the implementation process.- ensure the sustainability of the projects, the provision and availability of site, operational staff and equipment should be made sure of.

- For the simplification of sub-projects implementation, operation and maintenance, beneficiaries will be requested to make in kind as well as cash contributions.

- The cash contribution will be collected in the beginning of the project implemention and deposited in the beneficiary committee bank account. The consultant's ( male, female ) role is to assessthe conditionof sitef or feasibiity and to conduct the environmental impact assessment.

**3.4 Implementation Phase:**

As the PWP has to strictly abide by the World Bank Procurement Guidelines of tender announcement etc., contracting with local communities for implementation may only be possible in cases where local NGO’s are eligible to participate in tendering process and fulfill all requirements.

In the tendering process, competitive selection will be made between male and femaile engineers for provision of techncial designs and supervison services; Competitve selection will also made between men and women contractors (if avaialabe); and in case points are equal, women contractors will be given the priority.

Local eligible contractors(including women contractors if availabe) from beneficiary communities should be encouraged to participate and should be urged to use local labor(inclusding women(whenever the local community traditions/norms allow)) to the extent possible Communities(men and women)should be encouraged to be involved in the supervision of sub-projects on site on an informal basis and report to the PMU through the supervising male or femaleconsultant, or the sub-area managers on any shortfalls by the contractor.

**3.5 Operation & Maintenance Phase:**

Communities’ role is most critical during this phase to ensure Sustanability of especially such projects such as rural water and sanitation through their direct involvement in O&M.

The PWP has consolidated its practice with local communities especially the case for water & sanitation projects that are not handed to local communities.

**A comprehensive procedure will be followed:**

A Beneficiaries committee will be elected for each sub-project. These committees play a key role in enhancing community engagement, and reporting the community's concerns or issues to the PWP through the Sub-area Managers.

-

- Issues regaring the Designs and technical issues are discussed with all members, including women. A special agreement between the PWP and the beneficiary committee, will be endorsed by the Local Council and Governor. The agreement will specify obligations of each party, and will spell out in detail the scope of the work to be undertaken, the community’s contributions to the project, its role in facilitating implementation and obligations for operation & maintenance. Signing and endorsing the agreement is pre-conditonal to commencing implementation;

- A Operation and Maintenance Team comprising of 3 to 4 members(including women whenever possible)will be formed by Beneficiary committee for water sub-projects. The O&M team will be trained on financial issues such as accounting, setting tariffs, maintaining bank account as well as technical aspects required for operation & maintenance;

- Women representatives will be appointed in each project Beneficiary Committee if community traditions/norms allow.

- The district director, concerned ministries and Beneficiaries committees will undertake the operation and maintenance works such as the water projects.

- Any sub-project will be handed over to the beneficiary community after the handover process to the concerned public entity (such as education, health, water) which will also be responsible for the provision of assistance in operation and maintenance works.

- All completed subprojects projects will be revisited by a PWP consultant after six to twelve months after the initial handoverto enhance sustainability. Issues identified during the follow-up visit will be discussed with the relevant community and the concerned public entity to ensure timely resolving of any outstanding problems.

- The Sub-Area Manager/Branch Director will be responsible for recording, via the mobile-based system, the status of the operations and maintenance of the sub-projects.

- The SMT will conduct specialized training for to communities (including women committees) formed for community awareness purposes) These trainings includeenvironmental aspects and relevant operation and maintenance. For subprojects inducing water and/or sewage, training on hygiene and best practices for sanitation systems will be conducted.

**3.6 Grievance Redress Mechanism**

Grievance mechanisms provide a formal avenue for affected groups or stakeholders to engage with the project implementers or owners on issues of concern or unaddressed impacts. Grievances are any complaints or suggestions about the way a project is being implemented. They may take the form of specific complaints, concerns and suggestions about routine project activities. Identifying and responding to grievances supports the development of positive relationships between projects and beneficiaries and the potentially affected groups/communities, and other stakeholders.

Grievances can be an indication of growing stakeholder concerns (real and perceived) and can escalate if not identified and resolved. The management of grievances is therefore a vital component of stakeholder management and an important aspect of risk management for a project. Projects may have a range of potential adverse impacts to people and the environment in general, identifying grievances and ensuring timely resolution is therefore very necessary. As such the ESMF has developed a grievance management process to serve as a guide during project implementation.

Stage 1: If any persons have any complaints, concerns or suggestions with the sub-project design and implementation, he or she can lodge an oral or written grievance through mail, email, or phone text message to the following agencies: a) the local council at district level; b) The Regional office of LIPWP-AF. In case an oral complaint is made, it will be written on paper by the receiving unit. The above issue will be resolved within 15 days.

Stage 2: If the persons are not satisfied with the decision of the local council or the Regional LIPWP-AF office, he or she can bring the complaint to the attention to the Governor office within one month from the date of the receipt of the decision. The issue shall be resolved within 15 days.

Stage 3: If the person is not satisfied with the decision of the Governor Office, he or she can bring the complaint to the attention of the LIPWP-AF central Office within one month from the date of the receipt of the decision.

Stage 4: Once the LIPWP-AF central Office receives the complaints. It needs to be resolved within one month in coordination with regional PWP office and local government.

In addition to information collected in the site book by the consultants every two weeks, the following information will be recorded and centralized by the consultants:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Name of Complainant | Subject/type of complaint | Date of complaint | Solution | Time for resolution |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

This information will be collected in two ways:

* + For the Governorates using a hand-written site book, it will be recorded in a table such as the one above.
	+ For the Governorates piloting mobile technology, an application will be developed that will allow the consultant to input this data via a simple program and menu with a standard list of options to identify specific grievances.

**CHAPTER 4.**

**PROCUREMENT.**

 **SPECIFIC PROCUREMENT RULES AND PROCEDURES**

**4.1 Procurement of Goods and Works**

### Use of Bank Guidelines.

### Procurement of goods and works for the proposed additional financing would be carried out in accordance with the World Bank*Guidelines: Procurement of Goods and Works under IBRD Loans and IDA Credits*by World Bank “Borrowors “ dated January 2011and the provisions stipulated in the Fainancial Agreement.. For International Competitive Bidding (ICB), the Bank’s standard Bidding Documents, contracts, and bid evaluation forms, shall be used as mandated in the *Guidelines*.

The World Bank guidelines and Thresholds shall be applicable for all contracts financed by Other Donors unless specified otherwise in the Individual Financing Agreement.

#### **Procurement Management**

#### The PMU will be responsible for the procurement of any goods, works or services required for the sub – projects . The Procurement Manager will be responsible for all procurement related activities in conformity with the Financing Agreements, Project Appraisal Documents and the procedures of this **MOP .**

The Financial Manager will be responsible for the financial aspects of procurement , while the Area Manager will be responsible for the sub – project design and implementation aspects .

The legal Advisor will be responsible for the legal aspects of procurement

 In consideration of the special nature of the **PWP** which will be mainly contracting small or even micro contract. These small contractors may not have all the infrastructural capacity and bank relation as have institutional contractors. Exceptions from the main rules of the **WB** and of the Government will be developed. These exceptions should nonetheless include the necessary guarantees for contract and financial responsibility compliance by contractors.

Tender Committee chaired by the project director will be formed within the PMU to approve all the works, goods and services contracts. If the contract amount is above the threshold as per the Procurement Plan approved by the Donor the evaluation report shall be sent to Donor for prior review as per the Individual Financing Agreement. Evaluation reports should be sent to SC for the contracts above (US$1,000,000) , and to the High Tender Board for the contract equivalent to US$10,000,000 for works, US$5,000,000 for goods and US$1,000,000 for consultancy services.

The tender committee comprised of the following members:

1. Area Manager I

2. Area Manager II

3. Area Manager III

4. Procurement Manager

5.Inversement Planner

6. Financial & Administrative Manager

7. Monitoring and Evaluation Manager

**4.1.1 Procurement of Works:**

**4.1.1.1 Registration of Contractors:**

Upon starting its activities, the PMU will promote its objectives and procedures extensively, focusing in particular on the conditions to be followed by a contractor desiring to carry out works. During the implementation of the previous phases the PMU has maintained a large data base of contractors with different experiences.

A contractor may at any time apply for inclusion in the register of contractors qualified to execute works falling into one or more of the categories set out by the PMU.

For this purpose the contractors shall furnish a dossier containing:

i the contractors registered name, status, address of the current business registration certificate, value of its assets, and the name and address of the person authorized to represent it;

ii a statement from the firm certifying that it is not under any legal restrain to do business;

iii the geographic boundaries within which the firm is willing to operate;

iv a reference list showing the categories of works executed by the contractor, in respect of which the contractor is applying for registration. Each reference shall be accompanied with the following information:

1. brief description of the work executed
2. amount and type of contract
3. works completion period from the time of initial signing contract
4. status of works in hand
5. settlement of potential disputes
6. a list of equipment in direct ownership or leased

The PMU shall get more information and data on contractors registered with the MOPWH.

**4.1.1.2 Registration, Upgrading and Downgrading:**

1. Upon completion or during the course of execution of works commissioned by the PMU, the PMU shall review the contracting firm's registration in order to expand or reduce the list of work categories it is qualified to perform.
2. Contractors that have carried out works for PMU involving time overruns in excess of 30% of the initial estimates, the contractor shall be downgraded unless the PMU finds such overruns to be justified and make records of the justification. In such cases the possibility of registration or upgrading may be reviewed.
3. The PMU shall prepare a short list of all contractors pre-qualified including reference material and information on specialization and performance records, which should be maintained and updated as needed.

**4.1.1.3 Advertising:**

The sub-projects will be advertised in the official local newspapers. Normally the opening date will be after 30-45 days.

**4.1.1.4 Bid opening**:

Bids are opened in the presence of contractors or their representatives at the PWP’s Head Office by the Bid opening Committee that comprised of one member from the tender committee and one member from procurement department and one member from financial department

The Bid opening Committee scrutinized the following:

* availability of bid bond with each bid,
* any special conditions, discounts offered and their values.
* Bid Bond in terms of its validity, amounts cover the 2.5-3% of tender amount or the fixed amounts mentioned in the announcement.

This information should be registered in a format for opening tenders. Annex P1. for the purpose of comparison of different currencies the official Central Bank rate on 28 days before the day of opening will be used.

**4.1.1.5 Analysis and Evaluation of the Tenders:**

Contractors who do not meet all legal aspects should be eliminated. Tenders will be checked for arithmetical errors for each item and the total amounts. Comparisons will be made between each tender amount and the cost estimate prepared with help of MIS. The technical, financial and administrative capabilities should also check and compare for each contractor.

The BEC scrutinizes thoroughly the bids including all information submitted and requests further information that is missing especially on the financial capabilities, past experience, technical and administrative capabilities.

**4.1.1.6Recommendation by the Tender committee:**

The Tender committeewill meet to discuss the analysis and evaluation outcomes of each sub-project and reach the conclusion to award to the Lowest Evaluated Responsive Bid.

If the contract amount is above the threshold as per the Procurement Plan approved by the Donor the evaluation report shall be sent to Donor for prior review as per the Individual Financing Agreement. Evaluation reports should be sent to SC for the contract above (US$1,000,000) and for the High Tender Board for the contracts equivalent to US$10,000,000 for works and US$5,000,000 for goods and US$1,000,000 for consultancy services.

**4.1.1.7Termination of contract**:

In case a contractor fails to proceed satisfactorily with implementation of the sub-project (s), the contract should be terminated and the performance bond forfeited.

To implement the remaining works, 6 contractors are picked from the list of pre- qualified contractors taking into consideration the following:-

* priority is given to the contractors participated in the original tender,
* contractors from the same region ,
* Contractors implementing sub –projects with PWP in the same area.

With regard to the contract amount above the threshold, the list of pre-qualified contractors has to be approved by IDA / Donor as per the Individual Financing Agreement.

* Value of any evaluated bid shall not exceed 30% of the total estimated cost of the sub-project.
* The evaluation committee's recommendations for each sub-project shall be submitted for the Tender committee’s approval which should be given within 2 days of submission.
* The tender committee of PMU shall award all contracts
* For contract beyond US$1,000,000the SC approval and Donors’ No-Objection as per the Individual Financing Agreement shall be obtained.

### 4.1.2 Goods

The contracts for the provision of office technology (OT), furniture, equipment, vehicles, and other items may be awarded under International Shopping (IS), National Shopping (NS), National competitive Bidding (NCB) or International Competitive Bidding (ICB) procedures as per the Procurement Plan approved by the Donor.

**4.1.3 Employment of Consultants:**

### Procurement of consultancy services for the proposed additional financing would be carried out in accordance with the Guidelines: Selection and Employment of Consultants under IBRD loans and IDA credits and Grants by World Bank “Borrowers”dated January 2011 and the provisions stipulated in theFainancial Agreement.. For small scale consultants, the rules and exceptions shall be the same as above.

Consulting services will be required for: (a) preparing, designing and supervision of subprojects; (b) technical assistance and training by local and/or foreign consultants under short term assignments; and (c) assessment of socio-economic impacts, etc. Contracts for specific short-term assignments for both international and local consultants, as well as NGOs (if applicable), would be awarded for the supervision, and other aspects of various subprojects spread all over the country. . Consulting services for the project would be procured in accordance with the *Guidelines*. These services would be procured using a simplified version of request for proposal that has been approved by IDA and used during the implementation of the earlier projects Annex (P3).

For higher cost equal or more than US$300,000 assignments, the Bank’s standard document, *Standard Request for Proposals – Selection of Consultants published in July 2008*will be used. LCS procedures will be carried out to select firms and Individuals consultants for design and supervision of the sub-projects Selection of consultancy services (firms) estimated to cost more than US$(300,000) can be carried out using QCBS procedures, and all contracts above the thresholds as per the procurement plan will be subject to IDA’s prior review and clearance. Similar contracts estimated to cost up to US$50,000 could be procured using CQ procedures. Consultancy contracts with firms and individuals can be procured on a single source basis, but all such contracts will be subject to IDA’s prior review and clearance. Finally, consultancy services of individuals can be contracted out in accordance with Section V of the Guidelines.

**4.1.3.1 Registration of Consultants:-**

The procedure to be followed for the selection of individual consultants and /or consulting firms is that described in the guidelines, and registration form specific to the PWP,set forth in Annex (P4). Consulting contracts for studies or works supervision shall be the standard form of Contract for Consultancy Services as in Annex (P5)

1. The PMU shall from time to time update the existing list of consultants by inviting consulting firms and NGO,S (LCCD’s, charity societies, cooperative societies , local communities and representatives etc.) to submit their dossier containing the following:
* the firms registered name , status , address, current registration certificate , value of its assets and address of person authorized to represent it;
* a statement of the firm certifying that it is not under any legal restrain to do consultancies\;
* the geographic boundaries within which the firm/individual is willing to operate;
* a reference list showing the categories of works executed by the firm/individual, in respect of which the firm is applying for registration.
1. The PMU shall prepare a short list of potential consulting firms, individuals and NGO's, including reference material and information on specialization and performance records, which should be recorded and updated as required.

**4.1.3.2 Selection of Consultants:**

1. Each consultant/NGO contracts shall be preceded with preparation of simplifies RFP and TOR's.

The RFP and TOR for each Consultant/NGO service for supervision will include the following:

i a brief background of sub-project;

ii evaluation criteria;

iv commencement, completion, modification and termination of contract;

v obligation of the Consultants / NGO and PMU;

vi consultants personal;

vii reporting methods;

viii time schedule;

ix methods of payment to consultants;

x settlement of disputes.

1. Only the approved short list of consultants by the PMU director will be invited to submit technical and financial proposals for sub-projects according to the approved investment program.
2. The designated PMU staff will evaluate and rank the technical and financial Proposals. Contracts shall be awarded to the Lowest Evaluated responsive Proposal for each sub-project or group of sub-projects;
3. On a regular basis, the PMU will evaluate the performance of the Consultants/NGO's, in the event that the evaluation merits are within the required standards, PMU shall re-establish their registration in the short list. If the evaluation merits are not within the required standards, the Consultants/NGO's shall be removed from the short list;

5. For consultants contracts less than US$ 50,000 the designated PMU staff shall obtain between 3-6 proposals from short listed Consultants /NGO's / Individual, evaluate the technical and financial proposals and submit their recommendations to the Project Director or PMU for approval.

1. NGO's shall be allowed to participate in consultancies if they prove to be working actively with communities in general, and should have been involved with the concerned community in the identification and preparation of sub-project proposal, and meet all of the above criteria.
2. The performance evaluation specified above shall also apply to the short listed Consultants/NGO's.

### 4.1.3.3 Supervision:

The PWP implements small subprojects with cost almost ranging between US$100,000 and US$300,000 scattered all over the Republic. The nature of the work is not technically complex and supervision does not need expertise firms. Normally, depending on the number of sub-projects one engineer, plus 1-2 technicians are enough to follow the implementation. For this purpose, the PWP has maintained a comprehensive data base for all the individual consultants that expressed their interest by submitting an updated C.V, indicating field of experience and the governorates they prefer to work in. The consultants will then be grouped according to their qualifications and no. of years of experience. According to the type of sub-projects 3-6 consultants are short-listed for each group of sub-projects. Due to this special nature, individual consultants need to work as a team. Selection will be based on Leased Cost (LCS) criteria. The minimum score for the technical proposal is more than 70%

**Evaluation of the technical proposal:**

Each technical proposal will be evaluated by at least three members of the Bid Evaluation Committee. The form (Annex P6) will to be filled by the BEC.

The minimum technical score is 70 points out of 100 as specified in the simplified RFP. The consultant who has a technical score below 70 will be eliminated and their financial proposal returned unopened. The contract amounts will be in the range of US$5,000-US$ 50,000.

### 4.1.3.4 Design and site investigations (contracts less than US$ 5,000):

For this assignment local consultants will be hired in accordance with section V of the Bank’s standard document *Selection of Consultant July1997*. The selection based on Consultants’ Qualifications CQ, will be used because teams of personnel are not required, experience and qualifications of the individuals are the paramount requirement. According to the service and the location of the assignment a capable consultant will be selected from the list group mentioned above based on qualification, experience and appropriate knowledge of the local conditions. The selected consultant will be requested to submit financial proposal and then invited to negotiate the contract.

**4.1.3.4 Special and small assignments**

The assignments, like verifying quantities, resolving disputes, checking site conditions or site survey while the contracts amount is not more than US$1,000, Individual Consultants will be selected from a long list to be used as a rolling roster. The list will be sent to IDA for approval and to be updated regularly.

### CHAPTER 5

CONSTRUCTION IMPLEMENTATION SUPERVISION

**5.1** **Construction Implementation**:

1. Each sub-project from the simplest to the most complex one will be managed on the basis of a construction contract. Simple works will be reflected in simpler construction contracts. Annexes (11). Site will be handed-over in accordance with Standard format for handing-over site. (Annex 12)
2. The complexity of the PWP consists in the multitude of small contracts in wide and often remote areas. In order to ensure clear accountability and close relationship between quality and quantity physical progress and progress payment, a disciplined information flow has to be installed between the contractor on site, the nearest PMU regional office and head office.
3. In the governorates where mobile-technology will be used, consultant supervisor will be responsible for tracking the physical progress of the work through the use of the mobile based system. This will allow for real-time data collection and monitoring.
4. This information flow is mainly the responsibility of the consultant supervisor. But it is the contractor in the first place who has to generate the progress payment requests, and the PMU regional office will have an overall supervision responsibility over and above the consultant supervisor's role.
5. The contractors will respect the required quality of the technical specification and will manage the contract so the work progress is delivered as closely as possible in accordance with the planned schedule of implementation.
6. The schedule of works and the attached physical progress monitoring progress are the main instrument for reflecting physical progress, both in qualitative terms and in quantitative terms.
7. In the governorates where no mobile technology will be used, The consultant supervision (5.2 below) will produce bi- weekly report to the nearest PMU regional office based on the physical progress monitoring schedule of the schedule of works .(Annex 13). In turn, the regional office will immediately send these reports to Head Office for updating the MIS.
8. Interim payments for all Contracts will be scheduled in accordance with the conditions of contract, but in general will be in the range of 20% of contract amount, if the progress is in accordance with the planning. It is the contractor who has to take the initiative to prepare a justified physical progress payment request. Payment schedules in contracts will however reflect progress thresholds and not time schedules.
9. PMU regional office will undertake random field supervision of each site during the construction life of the project.
* i. supervision of the consultant supervisor's performance, which consists in ensuring that the consultant supervisor's keeps daily records, produces bi-weekly progress reports and performs the duties stated below, and that all these data and reports are in accordance with the situation as can be recorded on site on the day of the random field supervision, and that the technician is available at the project site.
* ii.supervision of the contractor's performance which consists in verifying whether the received report corresponds with the situation on site, interfering with the contractor on observations presented by the consultant supervisor and guaranteeing that the state of progress payments is issued on the basis of consultant supervisor's certification is justified versus the visible physical progress of the works. If discrepancies are observed take the necessary action which can include stopping the works and calling back the contractor and the supervisor to the PMU regional office for serious investigation and up to penalization.
1. The Handing Over procedures are described in Chapter 6.

**5.2 Supervision:**

1. All procedures laid down for consultancy shall be applicable in the case of NGO's, Autonomous bodies of sector ministries and local authorities, as long as they prove to the PMU their capabilities in supervision of the said sub-project.
2. The Supervision Consultant shall follow the procedures laid down in the sub-project supervision ToR Annex(14). Operationally, the supervisor will be responsible for:

i carrying out the daily supervision of the construction works and maintaining a site book with daily reporting;

ii complying with the required supervision procedures and documents for reporting to PMU's regional office,

iii work with contractors to identify problems and bring them to the attention of the PMU's regional office;

iv collecting and verifying statements of accomplished works from the contractor.

1. The daily supervision of ongoing works, shall submit bi-weekly progress reports, showing the work carried out to date, cumulative percentages compared with budgets and time schedules, work plans, skilled and unskilled laboravailable at the project site, the construction materials available at the site, and specific recommendations for solving any implementation problems. The Governorates using the mobile-based system will input this data into the smart phones.
2. In the event of sub-projects being implemented in phases, the supervisors will submit detailed progress report at the end of each phase and will include recommendations for implementation for next phases.
3. The contract for supervision shall be for the complete sub-project implementation period, including the Handing Over procedures.

### CHAPTER 6

**Handing-Over at Completion:**

1. A Handing -Over Committee (HOC) will be formed for each sub-project by the PD consisting of: Standard format for preliminary handing over and final handing over are as in Annex (15)

i Governorate Project Manager responsible for the sub-project,

ii the concerned consultant supervisor,

iii an authorized representative of the contractor,

iv the beneficiary ( Ministry, Governorate, Community).

V a community representative

1. Upon completion of the Civil Works. A completion and Handing -over meeting will be held for each sub-project.
2. The members of Handing-Over Committee will gather at the sub-project site, examine the quantity and quality of the works done and render a decision regarding the satisfactory completion.
3. There are three possibilities for the Preliminary Handing -Over

i if the Handing -Over Committee determines that the works are completed, and in accordance to the specifications and are satisfactory to all concerned parties, then the Preliminary Handing -Over Protocol Form will be filled out certifying satisfactory completion of the works;

ii if the Handing-Over Committee determines that the works are incomplete or do not conform to the specifications, and minor modifications need to be made, and substantial completion is achieved, then all modification, alterations and any other comments will be specified in the relevant section of the Preliminary Handing -Over Protocol from and signed by all concerned parties verifying that all issues have been addressed;

iii if the works are basically incomplete then all necessary measures that need to be taken shall be filled out in the relevant section of the Preliminary Handing-Over Protocol format.

1. All Handing-Over Protocol forms should be signed by the committee approved by PD of the PMU.
2. After signing the Preliminary Handing-Over Protocol form, (for possibility 1&2 above) the Contractor may submit to the Area Manager request for final payment approved by the consultant supervisor.

For possibility 3, the contractor shall be notified officially of the proper actions to be taken by PMU.

1. The Maintenance Period is between Preliminary Handing -Over and the issuance of the final Handing-Over Protocol from and Certificate of Completion.
2. The length of the Maintenance Period depends upon the nature and magnitude of the sub-project, and its execution period, but will normally range between 6-12 months, or as clearly stated in the conditions of contract.
3. After the Final handing-over protocol and certificate of completion will be issued by the Handing-Over Committee, the remaining portion of the retention money will be released.
4. After the Certificate of Completion has been issued the sub-project implementation process will have been completed, and the works will from then on be the responsibility of the beneficiary, who will be in charge of the operations and maintenance of the works including all costs.

### CHAPTER 7

###### FINANCIAL MANAGEMENT SYSTEM

* 1. **Accounting System:**

- An independent Accounting Computerized System (Oracle based) implementedby the Financial Department.

1. It has a good monitoring and internal control system including:

Chart of Accounts – Cost Centers – Currency list- list of types of transactions- (vouchers- receipts- checks)- user protection & security –posting – recording- internal control- trial balance, balance sheets.

- It will be adapted to produce all financial data to comply with Financial Monitoring Reports as required by the Donors

* 1. **Objectives of Accounting System:**
* This system is the essential Accounting Information basis for providing the **PMU,SC**&Donors with the necessary financial information as and when needed, so as to assist in the efficient functioning of the PMU and evaluate its performance versus its objectives.

The Accounting system will achieve the following objectives:

i ensure proper disbursements from the Donor Funds and Counterpart funds;

ii analysis and presentation of financial information related to sub-project activities so as to enable the performance evaluation of the sub-projects actual implemented budgets versus estimated, and reasons for the discrepancies,

iii Conduct an internal control for ensuring a certain level of protection of PMU's assets, and the efficient use of its resources.

**7.3 Principles of Accounting System:**

1. The output of the Accounting System are the reports submitted to the SC, Donors and Auditors
2. The accounting system will ensure the following :

 i reliability in information storage and fast processing of information;

ii simple and clear methods of information input and output;

iii the necessary level of protection from unauthorized access;

iv certain level of protection against input of false data;

1. Sufficient flexibility in processing complex queries.

**7.4 Accounting Obligations:**

1. The accounting obligations of Financial and Administrative Department,(FAD), shall be as follows:

i implementing the installed accounting system:

keeping separate accounts for the operation of the PMU, use ofConsultants, services, civil works and other contract accountsin cooperation with the Investment Planner, prepare budgets foroperational costs and investment programs approved by SC;

ii maintain adequate control of the accounting information system, conducting during the first three days of each month financial reconciliation of the previous month to ensure reliability of the financial data that will be used by PMU in decision;

iii Keeping all supporting documentation for commitments and payments made to finance sub-projects and administrative expenses;

iv preparing budgets of the operational cost of PMU and estimated financial funds required to implement annual investment programs

1. The budget shall be prepared and submitted to the SC before the first day of November of each year for approval.

**7.5 Significant Accounting Policies :**

The balance sheet is prepared according to Accrual basis while Statement of Expendituresare prepared according to cash basis;

1. Basic Accounting unit in the US Dollars
2. Yemeni Rials transactions are converted to US Dollars at the prevailing rates (officially published by the Central Bank of Yemen) on the day of transaction.

**7.6Financial Statements:**

1-The FAD will prepare financial statements as required by the Project Director, who will present them to the SC regular meetings. They will include information on the amount of resources disbursed on sub-projects and operating costs. FAD will provide information on the status of the special accounts and amounts left for future sub-projects and administrative expenses.

2-The Financial Reports.

- Balance Sheet

- Cash Flow

- Statement of Expenditures

- Replenishment Statement

-Special Account State

- Replenish Application Statement

**7.7 Sub-accounts Procedures:**

For the purpose of speeding up and simplifying the consultants’ dues payment, a sub-account has been opened to serve such small expenses and in accordance with the following:

1. A sub-account of 150 thousand dollars is opened with theCentral Bank of Yemen.
2. Reimbursable amounts are paid quarterly from the account according to the IFR report.
3. A copy of the quarterly plan for the reimbursements is sent to the consultants.
4. A copy of IFR plan for the reimbursements is sent to the consultants.
5. A copy of the quarterly report by the external auditor is also sent to the consultants

**CHAPTER 8**

**ENVIRONMENT AND SOCIAL SAFEGUARDSSCREENING**

To ensure the subprojects funded by the project do not have significant adverse environment and social impacts and are in compliance with policies and regulations of government as well as Bank Safeguards policies, two level’s screening, including community screening and PIU screening, should be followed in selection of subproject proposals.

***Community Screening***

Community screening is relatively simple and aims to ensure that the activities listed in the negative list will not be selected at the community level. Community screening can be carried out based on the negative list. When the proposal is submitted to PIU for approval, the Community should ensure that the proposed sub-projects are not belonging to any activity in the negative list, as listed below.

* Conversion or degradation of natural habitats, e.g. forest logging, wetland reclamation etc.;
* Adverse impact or damage on cultural property (either legally protected or recognized by local tradition);
* Industrial activities that are restricted by central/local government due to heavy environmental pollution;
* Inter district roads;
* Activities within water sources protection areas;
* Planting and raising of foreign plants/animal species (without proven security in terms of ecological risk) for economic purpose;
* Mining activities;
* Religious infrastructure;
* Subprojects involving the use of pesticides or agrochemicals that are banned in Yemen;
* Dams and weirs higher than 10m;

Activities involving land acquisition and housing demolition on an involuntary basis.

***PIU Screening***

PIU screening is relatively complex and aims to ensure appropriate actions need to be taken if the proposals selected by community trigger government policies and/ or regulation concerned or Bank’s safeguards policies. To facilitate PIU to carry out proper screening, a screening checklist to be applied across all potential subprojects is provided in Table AA. An accompanying sector-specific initial subproject screening checklist is provided as Tables BB.

***Supervision Monitoring and Reporting at the Subproject level***

The sub-project applicant, as assisted by the LIPWP-AF Project team and local Ministry staff, is required to supervise the provisions of the EMP during constructional and operational phases of the sub-project. The safeguards specialist consultant hired by the LIPWP-AF PMU, will be in charge of monitoring and evaluating safeguard compliance of the entirety of the subprojects, as guided by the ESMF. The individual sub-project EMP monitoring reports will provide information about key environmental and social impacts of the project, effectiveness of mitigation measures, and any outstanding issues to be remedied. Table CC for an example of an Inspection Checklist for the Construction Phase of a Sub-Project and see Table DD for Terms of Reference for Reporting of Sub-Project Field Monitoring.

***Supervision Monitoring and Reporting at the Project level***

The PMU will include a section on safeguards compliance in each progress report which will be submitted to the Ministry of Planning and international cooperation and the World Bank, with input from local government and other Ministries as needed.

Key objectives of the monitoring plan include:

* Enabling the local government and the World Bank to evaluate the success of mitigation as part of project supervision.
* Allowing corrective actions to be taken whenever needed.

The plan contains objectives of monitoring, and specific targets to achieve, as well as main elements of monitoring, e.g. parameters to be monitored, full description of methods and equipment to be used for monitoring, sampling locations, frequency of measurements, threshold limits (per national and international standards), corrective action procedures, personnel responsible for monitoring, reporting and communication procedures.

Monitoring and procedures are set out in a way that:

* Early detection of conditions that necessitate particular mitigation measures is ensured
* Information on the progress and results of mitigation is furnished prior to applying monitoring plan,

Monitoring includes:

* Visual observations
* Selection of environmental and social parameters at specific locations;
* Sampling and regular testing of these parameters

Table EE provides a template for safeguards compliance montitoring and reporting at the project level.

**Table AA: Environmental and Social Safeguards Screening Checklist**

|  |  |  |  |
| --- | --- | --- | --- |
| **A**  | **Environmental and Social Impacts**  | **Yes**  | **No**  |
|  | **Location**  |
| 1 | If the project is outside of, but close to, any protected area, is it likely to adversely affect the ecology within the protected area areas (e.g., interference with the migration routes of mammals or birds)?  |  |  |
| 2 | Will the project reduce people’s access (due to roads, location etc) to the pasture, water, public services or other resources that they depend on?  |  |  |
|  | **Physical and biological environment**  |
| 3 | Will project require large volumes of construction materials (e.g. gravel, stones, water, timber, firewood)?  |  |  |
| 4 | Might the project lead to soil degradation or erosion in the area (e.g. over grazing of livestock, over use of fuel forest, over use of herb medicines, reclamation of virgin land)? |  |  |
| 5 | Might the project affect soil salinity?  |  |  |
| 6 | Will the project create solid or liquid waste that could adversely affect local soils, vegetation, rivers, streams or groundwater (e.g. plastic film or bags, animal waste, spoil, domestic garbage etc)?  |  |  |
| 7 | Might river or stream ecology be adversely affected due to the installation of structures such as weirs and diversion canals for water supply projects? Attention should be paid to water quality and quantity (e.g. over 10% diversion); the nature, productivity and use of aquatic habitats, and variations of these over time.  |  |  |
| 8 | Will the project involve construction of small dams or weirs, or will the subproject depend upon any existing/under construction dams(e.g. drinking water supply, irrigation system)? |  |  |
| 9 | Does the project have human health and safety risks, during construction or later (e.g. use of hazardous agrochemicals or pesticide, waste from clinics etc.)?  |  |  |
| 10 | Will the project lead to changes in the distribution of people or of livestock?  |  |  |
| 11 | Will the project lead to migration into the area?  |  |  |
| 12 | Will the project result in the introduction of pesticides or an increase of pesticide use (e.g. cash crops)?  |  |  |
|  | **Alternatives**  |
| 13 | Is it possible to achieve the objectives above in a different way, with fewer environmental and social impacts?  |  |  |
| **Circle one of the following screening conclusions for Part A:** A1. All answers to the checklist questions are “No”. There is no need for further action.A2. For all issues indicated by “Yes” answers, adequate mitigation measures should be included in the project design. Implementation of the mitigation measures will require supervision by the applicant and the appropriate local authority. A3. For all issues indicated by “Yes” answers, consultation with Environmental Specialist should be conducted to determine whether stand-alone EA document is required or not.A4. If the answer is “Yes” for Question 8 and/or 12, please refer to OP4.37 Safety of Dams and OP 4.09 Pest Management for further instruction. |

**Tables BB:**

**ESIA ScreeningChecklist forHealth Units/Centres**

**ProjectName:**……………………………………………………………………………………

**ProjectID:**…………………………………………………………………………………….

**Aspects of**

**ESIA**

**SourcesofImpact**

**Checklistquestions**

**Willthenewhealthunit:**

**Yes No Additional dataneeded**

1. beanextensionofanexistingone □ □ □

2. raiselandownershipproblems □ □ □

3. beclosetoamarketplaceoraheavilycrowdedarea(attachcopyof sketchofproposedlocation)

□ □ □

4. berunbysufficientlyqualifiedpersonnel □ □ □

5. affectwatersources □ □ □

6. affectsitesofhistoricalorculturalimportance □ □ □

7. affectagriculturalland □ □ □

8. affectthelifeofsurroundinghumansettlements □ □ □

**ReceptorsofImpact**

9. affectthelifeofplantsoranimalsofspecialimportance □ □ □

10.beasourceofhazardoussolid,liquidorgaseouswaste(e.g. infectedsyringesorbandages,expiredmedicines,chemicals,gases, etc.)

11.duringconstruction,presentasignificantpollutionhazardto workers andlocalcommunities

**Environmental**

**Impacts**

12.onceoperational,presentasignificantpollutionrisktopotablewater supplies

□ □ □

□ □ □

□ □ □

13.notdisturbthesocialstructureofthesurroundings □ □ □

14.belikelytorequiremitigatingmeasuresthatresultintheprojectbeing financiallyorsociallyunacceptable

**Mitigating measures**

15.requiresafetyinstructionswithregardstothedisposalof hazardous waste

□ □ □

□ □ □

□

I recommend that the subproject will have no significant **adverse environmental impacts.**

**Irecommendthatthesubprojectmayhavesignificantadverse**

□

**Comments**

**environmental impactsandrequiresfurtheranalysis**

□

**All the required mitigating measures have been included within the**

**design and contract conditions for the construction and**

**operation phases.**

NameandsignatureofPWPengineer date

Nameand signatureofenvironmentalspecialist date

**2- ESIA ScreeningChecklist for Rain Water Harvesting ReservoirsProjects**

**Aspects of ESIA**

**Mitigating Environmental**

**Receptorsof Impact**

**Sources of**

**Impact**

**ProjectName** ………………………………………………………………………………………

**ProjectID**………………………………………………………………………………………

**Checklistquestions**

**Willtheproject:**

**Impacts**

**Yes No Additional data needed**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. | Beanextensionofanexistingone | □ | □ | □ |
| 2. | Raiselandownershipproblems | □ | □ | □ |
| 3. | Requiretheacquisitionorconversionofsignificantareasofland | □ | □ | □ |
| 4. | Resultinsignificantquantitiesoferodedmaterial | □ | □ | □ |
| 5.6. | Floodoraffectotherwiseareaswhichsupportconservationworthyterrestrialoraquaticecosystems,floraorfaunaFloodoraffectotherwiseareaswhichwilleffectthelivelihoodsoflocal | □□ | □□ | □□ |
| 7. | people(e.g. affectlocalindustry,agriculture,livestockorfishstocks)Involvethepassageoffeedercanalsclosetohumansettlements | □ | □ | □ |
| 8. | Affectwatersources (including transboundary aquifers) | □ | □ | □ |
| 9. | Affectsitesofhistoricalorculturalimportance | □ | □ | □ |
| 10. | Causethespreadofdiseasesduetopollutionofthecatchmentarea | □ | □ | □ |
| 11. | Causeanoticeablepermanentorseasonalreductioninthevolumeofgroundorsurfacewatersupply | □ | □ | □ |
| 12. | Presentasignificanthealthriskthroughtheuseofwaterfordrinking | □ | □ | □ |
| 13. | Presentasignificanthealthriskduetovectorbreeding | □ | □ | □ |
| 14. | Inducesecondarydevelopment,e.g. intheformofentrepreneurial services forconstructionandoperationalactivities | □ | □ | □ |
| 15. | Belikelytorequiremitigatingmeasuresthatresultintheprojectbeingfinanciallyorsociallyunacceptable | □ | □ | □ |

**Irecommendthatthesubprojectwillhavenosignificantadverse** □

**measures**

**environmentalimpacts.**

**Irecommendthatthesubprojectmayhavesignificantadverse** □

**Comments**

**environmentalimpactsandrequiresfurtheranalysis.**

**Alltherequiredmitigatingmeasureshavebeenincludedwithinthe** □

**designandthecontractconditionsfortheconstructionandoperationphase.**

NameandsignatureofPWPengineer Date

Nameandsignatureofenvironmentalspecialist Date

**ESIA ScreeningChecklist for RuralWater Projects**

**ProjectName** ………………………………………………………………………………………

**ProjectID**………………………………………………………………………………………

**Aspects of ESIA**

**Sourcesof**

**Impact**

**Checklistquestions**

**Willtheproject:**

**ReceptorsofImpact**

**Yes No Additional data needed**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. | Beanextensionofanexistingone | □ | □ | □ |
| 2. | Raiselandownershipproblems | □ | □ | □ |
| 3. | Requiretheacquisitionorconversionofsignificantareasofland | □ | □ | □ |
| 4. | Resultinsignificantquantitiesoferodedmaterial,effluentorsolidwastes | □ | □ | □ |
| 5.6. | Floodoraffectotherwiseareaswhichsupportconservationworthyterrestrialoraquaticecosystems,floraorfaunaFloodoraffectotherwiseareaswhichwilleffectthelivelihoodsoflocal | □□ | □□ | □□ |
| 7. | people(e.g. affectlocalindustry,agriculture,livestockorfishstocksInvolvesitingsanitationtreatmentfacilitiesclosetohumansettlements | □ | □ | □ |
| 8. | Affectwatersources (including transboundary aquifers) | □ | □ | □ |
| 9. | Affectsitesofhistoricalorculturalimportance | □ | □ | □ |
| 10. | Causethespreadofdiseasesduetolackofsanitationservices,thecreationof stagnantwaterpools,pollutioncausedbythedeliverysystem. | □ | □ | □ |
| 11. | Causeanoticeablepermanentorseasonalreductioninthevolumeof | □ | □ | □ |

groundorsurfacewatersupply

12.Presentasignificantpollutionriskthroughliquid,solidorgaseouswastesto humans,sourcesofwaterextraction,conservationworthyaquaticecosystemsand species,orcommercialfishstocks

**Environmental**

**Impacts**

13.Changethelocalhydrologyofsurfacewater-bodies,suchthat conversation-worthy orcommerciallysignificantfishstocksareaffected

14.Inducesecondarydevelopment,e.g. alongaccessroads,orintheformof entrepreneurialservicesforconstructionandoperationalactivities

**Mitigating**

**measures**

15.Belikelytorequiremitigatingmeasuresthatresultintheprojectbeing financially orsociallyunacceptable

□ □ □

□ □ □

□ □ □

□ □ □

**Irecommendthatthesubprojectwillhavenosignificantadverse** □

**environmentalimpacts.**

**Irecommendthatthesubprojectmayhavesignificantadverse** □

**Comments**

**environmentalimpactsandrequiresfurtheranalysis.**

**Alltherequiredmitigatingmeasureshavebeenincludedwithinthe** □

**designandthecontractconditionsfortheconstructionandoperationphase.**

NameandsignatureofPWPengineer date

Nameandsignatureofenvironmentalspecialist date

**ESIA ScreeningChecklist for Sanitation Projects**

**ProjectName** ………………………………………………………………………………………

**ProjectID**………………………………………………………………………………………

**Aspects of ESIA**

**Sourcesof**

**Impact**

**Checklistquestions**

**Willtheproject:**

**ReceptorsofImpact**

**Yes No Additional data needed**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 1. | Beanextensionofanexistingone | □ | □ | □ |
| 2. | Raiselandownershipproblems | □ | □ | □ |
| 3. | Requiretheacquisitionorconversionofsignificantareasofland | □ | □ | □ |
| 4. | Resultinsignificantquantitiesoferodedmaterial,effluentorsolidwastes | □ | □ | □ |
| 5.6. | Floodoraffectotherwiseareaswhichsupportconservationworthyterrestrialoraquaticecosystems,floraorfaunaFloodoraffectotherwiseareaswhichwilleffectthelivelihoodsoflocal | □□ | □□ | □□ |
| 7. | people(e.g. affectlocalindustry,agriculture,livestockorfishstocksInvolvesitingsanitationtreatmentfacilitiesclosetohumansettlements | □ | □ | □ |
| 8. | Affectwatersources (including transboundary aquifers) | □ | □ | □ |
| 9. | Affectsitesofhistoricalorculturalimportance | □ | □ | □ |
| 10. | Causethespreadofdiseasesduetolackofsanitationservices,thecreationof stagnantwaterpools,pollutioncausedbythedeliverysystem. | □ | □ | □ |
| 11. | Causeanoticeablepermanentorseasonalreductioninthevolumeof | □ | □ | □ |

groundorsurfacewatersupply

12.Presentasignificantpollutionriskthroughliquid,solidorgaseouswastesto humans,sourcesofwaterextraction,conservationworthyaquaticecosystemsand species,orcommercialfishstocks

**Environmental**

**Impacts**

13.Changethelocalhydrologyofsurfacewater-bodies,suchthat conversation-worthy orcommerciallysignificantfishstocksareaffected

14.Inducesecondarydevelopment,e.g. alongaccessroads,orintheformof entrepreneurialservicesforconstructionandoperationalactivities

**Mitigating**

**measures**

15.Belikelytorequiremitigatingmeasuresthatresultintheprojectbeing financially orsociallyunacceptable

□ □ □

□ □ □

□ □ □

□ □ □

**Irecommendthatthesubprojectwillhavenosignificantadverse** □

**environmentalimpacts.**

**Irecommendthatthesubprojectmayhavesignificantadverse** □

**Comments**

**environmentalimpactsandrequiresfurtheranalysis.**

**Alltherequiredmitigatingmeasureshavebeenincludedwithinthe** □

**designandthecontractconditionsfortheconstructionandoperationphase.**

NameandsignatureofPWPengineer date

Nameandsignatureofenvironmentalspecialist date

**ESIA ScreeningChecklist for Schools**

**ProjectName** ………………………………………………………………………………………

**ProjectID**………………………………………………………………………………………

**Aspectsof**

**ESIA**

**SourcesofImpact**

**Checklistquestions**

**Willthenewschool building:**

**Yes No Additional dataneeded**

1. beanextensionofanexistingone □ □ □

2. raiselandownershipproblems □ □ □

3. beclosetoamainroad(attachcopyofmapofproposedlocation) □ □ □

4. beclosetoafloodpassage □ □ □

5. improvethehealthandeducationconditionsforthestudents □ □ □

6. enhancethefemaleenrollmentintheschool □ □ □

7. affectwatersources □ □ □

8. affectsitesofhistoricalorculturalimportance □ □ □

9. affectthelifeofsurroundinghumansettlements □ □ □

**ReceptorsofImpact**

10.affectagriculturallandorthelifeofplantsoranimalsofspecial importance

□ □ □

11.requirethebuildingoftoilets □ □ □

12.bethesourceofunpleasantodors,diseasetransmissionduetothe improper useordisposalofwastewaterfromtoilets

13.duringconstruction,presentasignificantpollutionhazardto workers andlocalcommunities

**Environmental**

**Impacts**

14.onceoperational,presentasignificantpollutionrisktopotablewater supplies

□ □ □

□ □ □

□ □ □

15.notdisturbthesocialstructureofthesurroundings □ □ □

16.belikelytorequiremitigatingmeasuresthatresultintheprojectbeing financiallyorsociallyunacceptable

**Mitigating measures**

□ □ □

**Irecommendthatthesubprojectwillhavenosignificantadverse environmental impacts.**

□

**Irecommendthatthesubprojectmayhavesignificantadverse**

□

**Comments**

**environmental impactsandrequiresfurtheranalysis.**

**All the required mitigating measures have beenincluded within the design and the contract conditions for the construction and operationphase.**

NameandsignatureofPWPengineer date

Nameand signatureofenvironmentalspecialist date

**Table CC: Inspection Checklist for Construction Phase**

1.General

* Arerequiredregulationsgenerallybeingmetandmaintained?
* Areconstructionpersonnel,equipmentandmaterialsoperatingonlywithinthedefinedworkarea?
* Aregarbageandotherwastesregularlycollectedfromtheworkareaanddisposedof properly?
* Arevehiclesusingtheapprovedaccessroutestotheproposedalignment?
* Areallnecessaryutilitiesapprovals,diversionplansandtrafficmanagementplansinplace?

2.AccessRoads

* Areaccessroadsproperlydemarcated?
* Areaccessroadsproperlylocated?
* Areaccesspointstopublicrightsofwayappropriatelycontrolled?
* Doesrunofffromaccessroadsshowevidenceofhydrocarbonspillage?
* Isrunofffromaccessroadscausingstagnantwaterpondselsewhere?

3.Camps

* Arecampslocatedcorrectly?
* Arecampssecure?
* Areallfuelstoresetc.placedonappropriatelysizedhardstands?
* Arefuellingandmaintenanceofequipmentconductedatdefinedsites?
* Areproperrecordsbeingkeptofthevolumeofwastebeinggenerated?
* AreHAZOPSproceduresinplaceandisstaffawareofprocedures?
* Isequipmentwashingproceduresbeingobserved?

4.SpoilHeaps,Aggregatesetc.

* Arespoilheapsofanappropriatesize?
* Arematerialsseparatedcorrectly?
* Isthereevidenceofexcessivewindblowingoffmaterial?
* Isthereevidenceofturbidwatersrunningoffheaps?

5.TrenchWorks

* Aretrenchsidesproperlybuttressed?
* Areaccesspointstotrenchesappropriate?
* Iscutmaterialplacedawayfromsidesoftrench?
* Istopsoilbeingsalvagedandplacedasspecifiedincontractspecifications?
* Aremenintrenchesproperlyequippedandprotected?
* Isexcavatedmaterialplacedindiscretepiles?
* Have any objects of cultural heritage or historical value been encountered during excavation and have the chance find procedures included in the contract been properly and timely followed?

6.Backfill

* Aresoilandtopsoilproperlyreplacedwithoutmixing?
* Isbackfillappropriatelycompressed?

7.ProcessingSites

* Aresitescorrectlylocatedtominimizeadverseatmosphericandnoisepollutioneffects?
* Aresitessecure?
* Areallfuelstoresetc.placedonappropriatelysizedhardstands?
* Arefuellingandmaintenanceofequipmentconductedatdefinedsites?
* AreHAZOPSproceduresinplaceandisstaffawareofprocedures?
* Areequipmentwashingproceduresbeingobserved?
* Isthereevidenceofexcessivewindblowingoffmaterial?
* Isthereevidenceofturbidwatersrunningoffheaps?
* Arematerialsstoredappropriately,(e.g. Bitumen)?

8.Clean-up

* Isthefinalcleanupappropriatelytimed?
* Hasallman-madedebrisbeenremoved?
* Havealltrenchesbeenrestoredtoascloseaspracticabletooriginalconfigurations?
* Hasaccesstoallareasbeenrestored?

# Table DD: TOR for Reporting of Sub-Project Field Monitoring

# Project #X (XX - X/X – XX-X-XXXX)

Sub-Project Title Here

**The site of this project was visited**

1. **Existing situation**:
2. **Available cadre:**
3. **Common diseases:**
4. **Currently available water resources:**
5. **Existing sanitation conditions:**
6. **The content of this project:**
7. **Served area:**
8. **Technical Recommendations to guide Sub-Project Implementation:**
9. **Participation from the people:**
10. **Screening form results:**
11. **Expected Impact from the project and the management plan and monitoring:**
12. **Overall Recommendations , Actions to be Taken, and Parties Resonsible for taking each Action:**

**Commitment from the Ministry:**

1. **Follow-up Actions to taken by PWP:**

# Table EE: PWP-IV PROJECT-LEVEL MONITORING PLAN

**Phase When What Who How**

During design and preparations of billof quantities

DESIGNWORKS

•Mitigatingmeasuresincludedin thedesignofsub-projects.

•Mitigatingmeasurescost included inthebillofquantities ofthesub-project..

•PMUawarenessactivitiesare carried outifrecommendedby EMP.

Environmental

Specialist;

Social Specialist

PWPengineers; PMU unit

Review of sub- project designs and bills of quantities. Review of awareness program materials before the start of the activities and reviewing the reports and indicators after conducting the program. Review the land needed for the sub-project and the approaches obtaining the land

.

monthly Healthandsafetymeasures.:

•protectiveclothes

•siteprotection

•disposalofhazardous materials

•readinessofheathfacilities for emergencies

•normalworkinghours(not more than8hours/day)

CONSTRUCTIONWORKS

Environmental

Specialist;Local NGOs;Local Authorities;

PWPengineers.

Siteinspection checklists and photos.

Monthly Noiseanddustlevels

•earprotectionanddustmasksfor workers

•noworkatnighttime

•spraywater

monthly Trafficdiversionandwork progress instretches.

OPERATION

WORKS

Semi-annually (for oneyear after thestart of operation)

Health

Performanceofhealthfacility General hygieneconditionsSafe disposalofmedicalwaste

Siteinspection checklists and photos.

Siteinspection checklists and photos.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Phase | **When** | **What** | **Who** | **How** |
|  | Watercatchments | Semi-annually(foroneyear after thestart of operation) | Waterqualitytestsfor:• EC• pH• Conductivity• Hardness• TotalColiformInspectionoffeedercanals | EnvironmentalSpecialistLocalAuthoritiesNWASA,GARWSP,EPA,LocalNGOs The community PWP | LaboratorytestsresultsWHO and Yemeni standards for drinkingandirrigationwaterVisualinspection |
| Ruralroads | Oneyearafterthestart of operation | Checkplantingtreesalongtheroutes | EnvironmentalSpecialistLocalAuthoritiesLocalNGOsThecommunity | Visualinspectionattheroutes |
|  | Schools | Oneyearafterthestart of operation | Hygienecheckforsanitationfacilities | EnvironmentalSpecialistLocalAuthoritiesLocalNGOsThecommunity | Visualinspection |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Phase | **When** | **What** | **Who** | **How** |
|  | Watercatchments | Semi-annually(foroneyear after thestart of operation) | Waterqualitytestsfor:• EC• pH• Conductivity• Hardness• TotalColiformInspectionoffeedercanals | EnvironmentalSpecialistLocalAuthoritiesNWASA,GARWSP,EPA,LocalNGOs The community PWP | LaboratorytestsresultsWHO and Yemeni standards for drinkingandirrigationwaterVisualinspection |
| Ruralroads | Oneyearafterthestart of operation | Checkplantingtreesalongtheroutes | EnvironmentalSpecialistLocalAuthoritiesLocalNGOsThecommunity | Visualinspectionattheroutes |
|  | Schools | Oneyearafterthestart of operation | Hygienecheckforsanitationfacilities | EnvironmentalSpecialistLocalAuthoritiesLocalNGOsThecommunity | Visualinspection |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| *Phase* | ***When*** | ***What*** | ***Who*** | ***How*** |
|  | *WatersupplyandSanitation* | *Semi-annually**(for one year after the start of operation)* | *Proper operation of the**network.**Efficiency of treatment ponds. Effluent quality tests for:**• BOD**• PH**• Conductivity**• Faecal Coliforms**Reuse of effluent and types of irrigated crops.**Health and safety of workers and farmers.**Capacity building programmes. Training of members of**community or local NGOs on**health & hygiene awareness* | *Environmental**Specialist**Local Authorities**NWASA,**GARWSP EPA,**Local NGOs**The community**PWP MAI* | *Monitoring**checklists**Visualinspection at thescheme routes andat manholes.**Samplescollectedfromoutlet of treatment works.**Focusgroups with communities to evaluate the effectivenessof health and hygiene awareness campaigns**Checkson courseware qualitiesfor capacity building programs (Administrative, financial and O&M)**Interviewswith awareness teams* |

# CHAPTER 9

# MANAGEMENT OF PMU FUNDS

1. One of the reasons for the creation of the PMU is to ensure prompt payment to contractors, consultants, supplier and other services provides. To permit the PMU to settle all payments in a timely manner, it shall have a separate special account in US Dollars or any other currency for each Donor as per the Financing Agreements, and another Special Account in YR for the counterpart fund s. (if needed)to be provided by the Government at the Central Bank, with the joint signature of the Project Director and FAD, subject to the approval of MOPIC and MOF
2. **International Development Association (IDA) Fund**

**9.1.1 Special Account**

- Special Accounts would be maintained in the Central Bank of Yemen

- Depositing amounts in US$ or any other currency to the Special Account will be based on Financial Monitoring Reports for Replenishment as per the Individual Donor Financing Agreements) The Special Account would be operated in accordance with the Individual Donor Financing Agreements / Operational Policies.

* 1. **Principle of Special Account:**

1 - Disbursements from the US Dollar Special Account shall only be madeagainst the “Eligible Expenditures “set out inFinancing schedule 1 of the Credit Agreement.

2- Disbursements for contracts for Goods, Works and Services, shall only be made against Statement of Expenditures (SOEs) or (IFR) according to the funds. The certified Statements of Expenditures (SOE) or (IFR) according to the funds shall provide a detailed listing of all payments made with , for each one , specific reference to the MIS supporting documentation (including filing code ) retained by the PMU . Certified statements of expenditures shall be prepared under the responsibility of Financial and Administration Department (FAD) and shall be certified by the PD of the PMU.

3- Payments out of the Special Account shall be made exclusively for Eligible Expenditures in accordance with provisions of the FinancingAgreement.

4-All other payments pertaining to the activities of PMU which are not within the Eligible Expenditures in accordance the Financing Agreement shall be paid from the Special Account of the Counter Part Funds.

5- For all expenditures with respect to which withdrawals from the Special Accounts were made on the basis of Statements of Expenditures, the PMU shall:

1. Maintain or cause to be maintained, records and accounts reflecting such expenditures retain until at least one year after the certified completion of the project, the Audit Report for the fiscal year in which the last withdrawal from the Special Accounts were made, all records evidencing such expenditures

6-. For sub-projects subject to Prior Review, the PMU shall furnish to Donor if requireddocuments and other evidence required for the payments in respect of which replenishment is requested.

7- For each payment made by PMU out of the Special Account the PMU shall at such time as Donor shall reasonably request, furnish such documents and other evidence showing that such payment was made exclusively for eligible expenditures, and in accordance with the estimated disbursement of the annual budget.

8- All documents and evidence of expenditures shall be retained by the PMU and shall at all times be made available to the appointed Auditors andDonor’srepresentatives.

9.3 The World Bank IFR procedures:

1. A disbursement plan is developed in harmony with the procurement plan for the coming six months.
2. Issuing a disbursement request for the required amounts taking into consideration the remaining amounts that have not been deposited intothespecial account.
3. Issuing requests of replenishment statement to the Ministry of Planning and International Cooperation.
4. Issuance/ release of withdrawal applications using the bank program, CC, after initialing/signing and filling in any necessary information by the concerned officials.
5. Information associated with contracts already approved by the World Bank shall be input in PWP Information System.
6. Enclosing and sending original documents to the World Bank Office in Sana’a.
7. Documents transmission through CC. to the World Bank that, in turn, shall transmit them to the World Bank Office in India
8. Deposit of the amounts into the account in a duration not more than 45 days.
	1. **Government Contrbution**

- Government contribution shall be in the percentage specified in the Financing Agreement) and allocated for Expenditures related to Categries.

-The Government Contribution would be deposited to current account at the Central Bank of Yemen

- The process of requesting the installments shall be as follows:

i-Value of all contracts signed with contractors for civil works shall be calculated for one quarter, and the percentage of government contribution shall be determined in US$.

ii-A letter signed by the P.D requesting the amount shall be sent to the Min of Finance to deposit the amounts with PWP current account at the CBY from annual budget allocations. The amount is deposited in YR at the prevailing exchange rate.

These amounts are considered as an advance or float to the PWP who before requesting the next advance will produce all supporting documents to clear expenditures made. Supporting documents shall include all invoices, copies of the checks and any other necessary document.

**9.5 Community Contrbutions Fund**

Community contributions if in cash are deposited in separate accounts at Central Bank of Yemen maintained by the Financial Department and will be governed by procedures of internal controlling System

* + 1. **Disbursement Strategy from Community Cash Contribution**
1. Projects funded from this account:
2. Allocation of amounts among governorates in accordance with the plan principles.
3. Presenting a number of proposed projects to the Steering Committee for approval.
4. Putting approved projects out to tender in harmony with World Bank procedures.
5. Disbursement of amounts according to the accomplishment rate and the interim certificates issued by the technical management.
6. Reimbursement and Clearance:
7. Clearanceof impeded projects initialed by the Project Director and the contractor.
8. According to the clearance, a request of disbursement from the account of the community cash contribution is issued and followed by the typical procedures.
9. Auditing:

This account is subject to the external auditing. The external auditor audits the amounts deposited for projects financed by the World Bank.

1. Community in-kind Contribution

The value of the community in-kind contributions is estimated by the consultantsoas to be recorded in the MIS. A strategy for recording them in the accounting system is going to be developed.

**9.6 Other Donors Fund**

As the Project is designed to accommodate parallel financing,

1- In case the Government signs agreements with International Donors to contribute partially or wholly to the PWP sub-projects or activities, the PMU shall reach agreements with the Donor/Donors on the procedures of depositing and withdrawals of such funds.

2.- Accounting system shall accommodate multi donor financing

3.- A separate Special Accounrt shall be opened at the CBY for each donor and replenishment procedures shall be as required for each financial agreement.

4 - The withdrawal procedures for IDA funds may be used as a basis for procedures for other Donor financing, and shall be recommended in any such negotiations.

**9.7 Local Funding:**

Contracts signed between PWP and other local agencies for projects implementation in some sectors shall be accredited by the chairperson of the SC, the Minister of Planning and International Cooperation.

1. Accounts in the Central Bank of Yemen or in any other accredited banks in Yemen shall be opened.
2. The withdrawal procedures for IDA funds may be used as a basis for procedures for other donors financing.

**CHAPTER 10**

**PROCEDURES FOR DISBURSEMENT REQUESTS AND WITHDRAWAL APPLICATION .**

**10.1 Disbursement Procedures:**

1. All disbursement requests and withdrawal applications should be jointly signed by the PD and FAD of the PMU. Other staff members of the PMU maybe officially designated by the PD as signatories to the accounts when necessary.
2. After the disbursement requests are duly signed as above, they shall be submitted Ministry Of Finance (MOF) for processing and shall then be submitted to the Central Bank for payments. This counter signature of the MOF is purely administrative act which is not intended to duplicate the Accounting and Audit functions which are installed within the PWP.

 The disbursement strategy is entailed in the internal financial manual of the PWP Financial Administration and it is part of MOP.

* + 1. **Procedures for payment from sub–project funds:**
1. In cases where individual sub–projects will be co-financed either by other agencies, communities, charitable organizations.etc, in agreement, appropriate arrangements will be made to make payments.
2. A special framework agreement and subsequent contract conditions will specify the terms, conditions and methods for payment of sub–project related funds, including any advance payments. Wherever possible, the PMU shall make payments directly to the contractors, suppliers and consultants after verification by the Area Manager, Project Manager Governorate and concerned Supervision consultant if applicable.

**10.2 Request for Payments:**

1. Before disbursements are made, the following should be scrutinized:
2. The request for payment is completed in all respect.
3. payments are requested according to the budget line indicated in the framework of agreement and that proper justification have been provided for any cost or physical variations;
4. Conditions agreed upon regarding procurement procedures are properly applied.
5. request for payment must be accompanied with the following documents:
6. (i) in case of payments directly to the contractors, the statement of accomplished works, interim certificates and / or final certificates duly signed and verified by the authorized persons. Payments shall also be in accordance with the Conditions of Contract for the specific sub-projectsEach payment to be made shall go through a procedure evaluating the adequacy of the supporting documentation, which should normally include one or more of the following;
7. procurement documents ( tender documents)
8. purchase contract
9. purchase order
10. letter of credit
11. suppliers invoices and certificate of origin ( if applicable )
12. shipping or import documents and inspection certificate ( if applicable )
13. contractors invoices or certificates
14. force account records
15. recurrent cost records
16. authorizations for payment
17. evidence of payment / bank statements ( if applicable )
18. accounting records of approvals ,disbursements and balances available

Evidencethat refunds have been made by suppliers and corresponding adjustments made in subsequent applications in instance where goods have been returned

(xiii) Verify the mathematical accuracy of SOE

1. Where appropriate and practical, consider physically observing significant items purchased on a test basis to confirm their existence.
2. In case there are errors in the request from, or if the documentationis found to be unsatisfactory the request shall be returned to the concerned parties for amendment or corrections.
	1. **Commitments**
3. A contract for procurement of services or works shall be the basic document for accounting of commitments and disbursements
4. When a contract is signed, the Financial Department shall establish a contract payment record/project form/with an initial commitment equal to the contract price As each payment is made, its date and amount shall be noted on the payment record At any given moment the undisbursed portion of the amount committed shall be the difference between the initial commitment and the sum of the payments already made

**10.4 Presentations Invoices:**

1. Unless otherwise provided in the contract, invoices shall be submitted at regular intervals (depending upon the length of contract) by the contractor. Each invoice shall be supported by a Bill of Quantities certified by the consultant supervisor and Governorate Project Manager.
2. Invoice shall be dated and signed by the contractors’ authorized representative.

**10.5 Checking of Invoices:**

1. The PMU designated staff shall verify the invoice and attached certificates and transmit the file to the FAD for payment. The FAD shall check the breakdown of the invoice against undisbursed portion of the commitment shown on contract payment record, and shall authorize the payment. Except in the event of duly proven force majeure, the total time elapsed between receipt of invoice by the PMU and payment to the contractor shall not exceed 10 working days.
2. Compliance with this rule shall be a factor in evaluation of the performance of PMU staff concerned and the PMU itself.

**10.6 Authorization of Payments:**.

1. Authorization of payments shall involve the following operations;
2. preparation of checks or payment orders for the net amount;
3. Recording of the payment in the contract payment record.
4. Checks and payment orders shall be signed by the Financial Manager and countersigned by the Project Director of the PMU. Each one may delegate in writing the authority to sign on his /her behalf. A photocopy of the signed check or payment order and if, signature authority has been delegated, of the instrument incorporating such delegation, shall be attached to the invoice before it is placed in file for use by Auditors .

**10.7 Closure of Contract:**

Upon final acceptance of the works, and the issuance of final certificate of completion final handing / taking and completion of maintenance period, all retention monies or the balance thereof shall be released.

**10.8 Disbursement Procedures for Goods Procurement**

The following procedures are carried out for goods procurement:

1. Tender documentsareformulated in accordance with the procurement strategy. (Quotations, competition, etc.)
2. Original documents and invoices.
3. Delivery notes of goods delivered to the concerned agencies such as the ministry of Health or Education, and maintaining inventory of PMU goods.
4. The Project Director’s consent is obtained.
5. Disbursement procedures are followed, audited, and initialed by the officials in the accounting department.

**10.9 Cashier and Petty Cash:**

The FAD shall allocate in the operational budget , amounts, which shall be handed over to the cashier as Petty Cash . Payments from the Petty Cash , monitoring and clearance procedures shall be in accordance with procedures for Internal Control Annex 16.

**10.10 Levels of Authority for Signing:**

1. All disbursement requests and withdrawal applications shall be revised, verified and signed by the FAM of the PMU, before submitting them to the PD of the PMU for approval for payment.

2. In some special cases other staff members of the PMU, may officially be designated by the PD to sign the accounts.

3. To facilitate payments to contractors, contractors, suppliers, etc. The PMU may transfer their dues to their accounts in CBY or commercial banks branch offices as per their request.

#### **CHAPTER 11**

##### AUDITING

1. A Financial and Proceduresaudit will be performed by independent auditors as per the Individual Financing Agreement. TheirTOR’s and selection shall be carried out subject to the approval of the SC and Donors.
2. The procedures for auditing will verify, in accordance with appropriate auditing principles whether the procedures used by the PMU are in accordance with MOP and the SSR.
3. The auditors duly accredited by the Project Director of the PMU, shall have access to all the documents, records and accounts, reflecting operation, resources and expenditure in respect of the PMU and sub–project implementation, without exception, and including those for the special account for each fiscal year.
4. PMU shall have all the aforesaid documents, records and accounts in accordance with appropriate auditing principles consistently applied by the appointed auditors.
5. The quarterly audit will be an interim audit which will be conducted on samples. Samples will be minimum 1 process / 1 financial transaction out of 20. Samples will be selected randomly by the auditors.
6. The fiscal year of the PMU is from January 1 to December 31 . The accounts are to be closed on the last day of the fiscal year and the annual audit is to be conducted within 2 months of the closing of the accounts.

The Financial Accounts and Audits Reports will be presented to SC and Donors within 6 months of the end of the preceding financial year unless otherwise specified in the Financing Agreements.

1. The Quarterly Interim Audit if required will be conducted within the 4thand the 10th week after the quarter to be audited. The quarterly interim audit report will be presented to the SC meeting two quarters after the audited quarter.
2. PMU shall enable Donor’s representatives to examine records and accounts reflecting all expenditures and procedures with respect to which withdrawals from the credit account were made on the basis of expenditures, or will report to which decisions were made, and shall ensure that such records and accounts are included in the annual audit.
3. The auditor shall visit a number of implemented projects entailing the visit results in the annual report submitted to PMU.

### CHAPTER 12

**MANAGEMENT INFORMATION SYSTEM (MIS)**

**12.1 Principles of MIS**

Management Information System is considered to be the nucleus on which PWP depends on for managing its various activities, reporting and facilitating decision making.

The MIS consists of several modules and programs directly related to the PWP functions and Project Cycle. These programs help to accurately monitor the project cycle, and to apply the principle of transparency with the institutions with which PWP deals such as consultants, contractors, and engineers.

Thus the MIS is the main source for the process of monitoring and evaluation. It speeds up and simplifiesexchange of information within the PWP and externally with all other agencies and stakeholders.

The Main Features of the MIS are as follows:-.

1. Ability to link the MIS to the Accounting System so as to ensure control over the global and detailed project finances for the different stages within the project-cycleincluding monitoring of physical progress of all ’PWP contracts (works, goods and services, and their payment status.
2. Ability to produce report at various levels for the PWP Management and for different stakeholders such as the Steering Committee ,Donors, Line Ministries and other agencies.
3. Provide data for overall project performance evaluation , provide decision makers with the tools that informs them on possible bottlenecks at an early stage in order to make early troubleshooting , prompt corrective measures.
4. Flexibility of executing data–entry, updating, improving programs and modules.
5. Provides sufficient security at different levels for the various Users.
6. The MIS is bilingual, Arabic is the main language for data recording and information reporting. Summary information can be provided in English.
7. MIS has the distinction of being directly and automatically linked to the accounting and financial management system. Thus it is the essential source of information for accounting since it makes the process of the automatic recording of expenses and liabilities.
8. Using MIS enables the constant improvement of the strategies undertaken to exchange information either internally or externally. It also saves effort and time and accordingly guarantees getting accurate information in a very short time for the purpose of making appropriate decisions, and necessary reforms for different aspects that serve to raise the sense of honesty and principle of transparency.

**12.2 Scope of MIS**

1. The MIS shall cover the PWP activities that can be divided into three main areas:
2. Project Support Activities;
3. Project Implementation;
4. Internal Monitoring

12.2.1 **Project Support Activities**

1. The date–base captures activities that are necessary for the PMU functions i.e. supporting and logistical activities such as Operational expenses including: (a) the PMU Staff administration governed by SSR,and (b) planningof operational expenditures including O&M, suppliers training activities: workshops, seminars, promotion activities.
2. **Project implementation Activities:**

The data–base manages the Annual & Quarterly Investment Programs sub–project identification, selection and contracting procedures, sub–project monitoring on physical and financial progress and handing over procedures.

Furthermore, the MIS enables reporting to the PMU and SC for the evaluation of sub-project performance and future planning.

1. The main features for this area cover the following:
2. Library data-base

 The library shall consist of data-bases on NGO's, specialized consultants, contractors and other implementing agencies. It shall also consist of contract conditions, technical specifications and unit price of work items. The data-base unit prices work items will monitor price fluctuations per geographic area over time.

1. **Implementation Activities Process**:

This is the main core of the MIS. It covers the sub-projects selection process, Annual & Quarterly Investment Programs. The main components are as follows:

1. The registration, identification, selection, budgeting and approvals of sub-projects.
2. The contracting / procurement process
3. Monitoring of Implementation and disbursement supervision / and follow-up
4. The Handing-Over Procedures

c). Using GIS for mapping and planning interventions and identifying areas with urgent needs, sub-project selection so as to avoid duplication , the components of this area cover the following:

1. Monitoring disbursement strategy: The system monitors all expensesbudget allocations / contracts against actual payments for each type of contract (contractors, suppliers and consultants) it also provides financial analysis that enables Management to take appropriate decisions.
2. Monitoring and Evaluation Reports: the system generates periodical and at any time needed monitoring reports on the physical progress of sub-projects under implementation, identify any bottlenecks or issues arising, and accordingly, to take proper timely decisions to resolve issues.
3. External Reporting: the system makes it possible to have quarterly or annually reports whenever requested by external institutions, including Donors.
	* 1. **Internal Management Monitoring:**
4. The outstanding feature of the MIS is the ability of monitoring strategies and plans put in place for every function, thus enabling all PWP staff to work as one integrated team.
5. It also facilitates controlling and monitoring daily outputs of the staff including observing time sheets and overtime of all the staff (including drivers).
6. Currently the PWP MIS is managing most of the activities and procedures automatically. Most of the paper works are eliminated The PWP is also developing a network system to connect the headquarters with its branch offices in the governorates.

### CHAPTER 13

**MONITORING and EVALUATION:**

**13.1 Functions and Responsibilities**

Due to the increase in, and diversity of funds that have been allocated to the PWP during Phase 3, the PMU faced an increase in volume of work that led to establishing a M&E department. During April 2008, the SC approved restructuring the PMU to include M&E.

The main objectives are to put in place systematic monitoring of the Project Cycle, planned activities against actual, in particular implementation and disbursement targets in addition to tracking of data input for monitoring indicators especially outcome indicators and their use for socio-economic impact assessments.

**13.2 Objectives of M&E**

The objective is to generate data and lessons learned on a continuous basis in order to facilitate Management in taking appropriate decisions promptly that will allow for immediate actions and or remedies for improvements. They would also be useful basis in the design of future phases.

* To formalize functions of monitoring & evaluation
* To continue on improving the monitoring & evaluation systems already existing.

**Specific Objectives:-**

* To provide data that will facilitate management to make appropriate decisions on (a) overall planning of available funds, (b) status of activities and outputs in terms of implementation capacity; (c)and status of disbursement actual against planned

**13.3 Overall Functions**

The Monitoring process through the MIS Data-base by the PMU will entail the regular tracking of:-

* implementation activities against planned / targets during the various project cycle such as tendering, project implementation for each governorate;
* Outputs in terms of number of projects, monthly disbursement, quality control;
* Outcomes through monitoring the systematic collection of data on the various performance indicators and entry into data-base.

Such monitoring will generate information that should provide management with indications of the extent to which objectives are achieved and progress in the use of allocated funds.

The Evaluation will entail analysis of data in order to assess the extent to which objectives are achieved, the efficiency and the sustainability of results and impacts of PWP activities. Systematic / periodic evaluations will generate useful lessons learned that will enable management to take appropriate decisions on such issues as human resources needed and the organizational arrangements.

**Specific functions:-**

To assist in the overall planning of funds from various sources;

To set disbursement plans for each donor;

To set & monitor various implementation targets to achieve planned disbursement and implementation milestones

Monitor data inputs in the Data Base for key performance indicators;

Quarterly review of planning process for Financial Reports based on reviews of actual expenditures against planned;

Assist in preparation of Progress Reports for the various donors as a monitoring tool;

Preparation of ToR’s for consultants in conducting evaluations such as Socio-Economic Impact Assessments.

Supervise Evaluations / Impact assessments

All other responsibilities pertaining to monitoring & evaluation

**13.4 Reporting Systems and Performance Reviews:**

**i Reporting Procedures:**

The PMU will submit to the SC, and all other donors separately progress reports respectively as stipulated in the Individual Financing Agreements

The reports will contain summarized information on the PMU total portfolio including all donors and for each source of finance, categorized by the type of sub-project, status of execution, including budget allocations, number of beneficiaries, and number of jobs generated i.e. the performance indicators. The report will also comment on community participation, on sustainability of sub-projects and on environmental issues. The reports will also describe any issues that have risen in the course of implementation and explain their resolution or future actions planned to resolve these issues.

These reports will particularly comment on the procedure part of the audit reports of the previous quarter/year.

The reports will include financial status by categories on total commitments and amounts disbursed by the quarter and on a cumulative basis.

The PMU shall establish a data base on unit costs for different works to be executed to enable a comparison among sub-projects and a refinement of its cost estimates.

ii Annual Performance Reviews and Mid-Term Review:

In accordance with the Individual Financing Agreements), the PWP will conduct Annual Performance Reviews during January / February of each year through an independent consultant. The terms of reference for the consultant will be reviewed and approved by IDA. Main focus of the APR’s will be to evaluate PWP’s procedures, PMU’s / staff performance, monitoring of performance indicators and recommendations for improvement.

**iii Social Impact Assessments.**

The PWP will conduct through independent consultants SIA’s, as per the Individual Financing Agreements. The ToR will be reviewed and approved if necessary by the Donor. The main focus of the SIA will be to assess social impacts of PWP activities on beneficiaries and effects on Poverty Reduction, and to design adequate mitigation strategies in case of negative social or poverty impacts. In addition, Outcome indicators will be assessed and adequacy of data collection tools.

**iv Performance Indicators**: (see Annex 17)

Progress reports will include performance indicators (results framework) for both Output Indicators and Outcome Indicators.

**Main output indicators include:**

Quantitative analysis of PWP outputs with the objective of monitoring improved access to basic services i.e.:-\_ number of community infra-structure completed in different sectors, satisfaction/use of infrastructure provided, number of development plans, contractors and consultants contracted and number of short-term employment created (person-months), and grievances registered that are actually addressed.

**Main outcome indicators include:**

Qualitative analysis of PWP outputs with the objective of monitoring improved livelihood of poor communities’i.e:- increase in school enrollment, increase use of health centers, and number of beneficiaries benefiting from water, sanitation, agriculture, vocational training / social security and income enhancement in a sustained manner.

# Annex P7

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name of Consultant**  | exper.& profile(15) | Work plan &metod.(15) | CV's total work exper. (35) | CV'stotal management exper. (35) | tech.score (out of 100) | tech.score (out of 80) Points |  Total Amount in US$ | financial score(out of 20) | final score |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**نموذج لعقد خدمات الاستشاريين**

**المهام الصغيرة**

**المستندة للزمن الذى ينفق فى القيام بها**

**( الممولة من البنك الدولى للإنشاء والتعمير أو المؤسسة الدولية للتنمية )**

**عقـد**

أبرم هذا العقد ( " العقد " ) بتاريخ [ تاريخ بدء المهمة ] ــــــــــ يوم ـــــــــــ ،

ــ 19 ، بين ـــــــــــ ( " العميل " ) ومقره الرئيسى فى ـــــــــــــــ ،

و ـــــــــــــــــ ( " الاستشارى " ) ومقره الرئيسى فى ـــــــــــــــ .

حيث إن العميل يرغب فى قيام الاستشارى بأداء الخدمات المشار إليها أدناه ، و

حيث إن الاستشارى مستعد لأداء هذه الخدمات ،

فقد اتفق الطرفان على ما يلى :

1- الخدمات

 (1) يقوم الاستشارى بأداء الخدمات المنصوص عليها فى الملحق (أ) ، و " الشروط المرجعية ونطاق الخدمات " ، والتى تعد جزءا لا يتجزأ من هذا العقد ( " الخدمات " ) .

 (2) يقدم الاستشارى التقارير المذكورة فى الملحق (ب) ، " التزامات الاستشارى بتقديم التقارير " ، خلال المدد الواردة فى ذلك الملحق . ويوفر العاملين المذكورين فى الملحق (جـ) ، التكلفة التقديرية للخدمات ، وقائمة العاملين ، وجداول الأسعار " لأداء الخدمات .

2- مدة العقد

 يقوم الاستشارى بأداء الخدمات خلال الفترة التى تبدأ فى ـــــــــــــ وتستمر حتى ــــــــــــ ، أو أى فترة أخرى وفق ما يتفق عليه الطرفان كتابة فى وقت لاحق .

3- المدفوعات

 (أ) ـ الحد الأقصى

 يدفع العميل للاستشارى ، مقابل الخدمات التى أداها بموجب الملحق (أ) ، مبلغا لا يتجاوز حدا أقصى قدره ــــــــــــ . وهذا المبلغ تم تحديده على أساس أن يشمل كل تكاليف وأرباح الاستشارى بالإضافة إلى أى التزام ضرائبى قد يفرض على الاستشارى . والمدفوعات التى تتم بموجب العقد

**4** نموذج لعقد : المهام الصغيرة ـ المستندة للزمن

تتألف من مكافأة الاستشارى كما تم تحديدها فى الفقرة الفرعية (ب) أدناه ومن المصروفات القابلة للاسترداد على النحو المحدد فى الفقرة الفرعية (جـ) أدناه .

 (ب) ـ المكافأة

 يدفع العميل للاستشارى مقابل الخدمات التى يؤديها على أساس عمل الفرد فى الشهر [[2]](#footnote-2)(1) ( **أو** على أساس العمل فى اليوم **أو** على أساس العمل فى الساعة ، على أساس مراعاة حد أقصى لا يتجاوز ثمانى ساعات فى اليوم ) وفقا للمعدلات المتفق عليها والواردة فى الملحق (جـ) ، " التكلفة التقديرية للخدمات ، وقائمة العاملين ، وجدول الأسعار " .

 (جـ) ـ المبالغ القابلة للاسترداد

 يدفع العميل للاستشارى مقابل المصروفات القابلة للاسترداد ، والتى تتألف مما يلى وتقتصر عليه :

 (1) المصروفات العادية والمألوفة مقابل السفر الرسمى ، والمسكن ، والطباعة ، ورسوم التليفون ، ويتم استرداد مصروفات السفر الرسمى بتكلفة لا تقل عن السفر بالدرجة الأولى ويلزم الحصول على إذن بصرفها من المنسق التابع للعميل ؛

 (2) أية مصروفات أخرى يوافق عليها المنسق التابع للعميل سلفا [[3]](#footnote-3)(2) .

 (د) ـ شروط الدفع

 يتم الدفع بـ ــــــــــ [ ينص على العملة ] خلال فترة لا تتجاوز 30 يوما بعد تقديم الفواتير من صورتين للمنسق المشار إليه فى الفقرة 4 .

4- إدارة المشروع

 (أ) ـ المنسق

 يعين العميل السيد / السيدة ــــــــــــ كمنسق تابع للعميل ، ويكون المنسق مسئولا عن تنسيق الأنشطة بمقتضى العقد ، وعن تسلم الفواتير والموافقة على صرفها ، وعن قبول المواد الأخرى القابلة للتسليم للعميل .

نموذج لعقد : المهام الصغيرة ـ المستندة للزمن  **5**

 (ب) ـ كشوف الحضور والانصراف

 خلال سير عملهم بموجب هذا العقد ، بما فى ذلك العمل الميدانى ، يكون موظفو الاستشارى الذين يقدمون الخدمات بموجب هذا العقد ملزمين بالتوقيع على كشوف حضور وانصراف أو على أية وثيقة أخرى مستخدمة لتحديد الوقت المنفق ، بالإضافة إلى النفقات التى يتحملونها ، وفقا لتوجيهات منسق المشروع .

 (جـ) ـ السجلات والحسابات

 على الاستشارى أن يحتفظ بسجلات وحسابات دقيقة ومنتظمة فيما يتعلق بالخدمات ، بحيث تحدد بجلاء كافة الأعباء والنفقات . ويحتفظ العميل بالحق فى فحص ومراجعة ، أو فى اختيار شركة محاسبة حسنة السمعة لفحص ومراجعة ، سجلات الاستشارى المتعلقة بالمبالغ المطلوبة بموجب هذا العقد خلال أجله وخلال أى امتداد له ، ولمدة ثلاثة أشهر بعد ذلك .

5- مواصفات الأداء

 يتعهد الاستشارى بأداء الخدمات بأعلى المواصفات المهنية والأخلاقية للكفاءة والأمانة . وعلى الاستشارى أن يقوم فى الحال باستبدال أى موظفين معينين بموجب هذا العقد يعتبرهم العميل غير مستوفين للمواصفات .

6- الحفاظ على الأسرار

 على الاستشاريين ، خلال مدة هذا العقد وفى غضون سنتين بعد انتهاء مدته ، ألا يكشفوا عن أية معلومات خاصة أو سرية تتعلق بهذه الخدمات ، أو بهذا العقد ، أو بأعمال أو عمليات العميل دون موافقة كتابية مسبقة من العميل .

7- ملكية المواد

 أية دراسات ، أو تقارير ، أو مواد أخرى ، فى شكل رسوم بيانية ، أو برامج كمبيوتر جاهزة ، أو أى شكل آخر ، يقوم الاستشارى بإعدادها للعميل بموجب العقد تكون وتبقى ملكا خالصا للعميل . ويمكن أن يحتفظ الاستشارى بنسخة من هذه الوثائق أو برامج الكمبيوتر الجاهزة [[4]](#footnote-4)(3) .

8- عدم مشاركة الاستشارى فى بعض الأنشطة

 يوافق الاستشارى على أنه ، خلال مدة هذا العقد وبعد إنهائه ، لن يكون من حق الاستشاريين أو أى كيان تابع مرتبط به تقديم سلع ، أو أعمال ، أو خدمات ( فيما عدا الخدمات المتعاقد عليها أو أى امتداد لها ) لأى مشروع ناشىء عن الخدمات أو وثيق الصلة بها .

**6** نموذج لعقد : المهام الصغيرة ـ المستندة للزمن

9- التأمين

 يكون الاستشارى مسئولا عن الإشتراك فى أى تغطية تأمينية ملائمة .

10- الإسناد للغير

 لا يجوز للاستشارى أن يسند للغير هذا العقد أو عقد مقاولة من الباطن أو أى جزء منه بدون موافقة كتابية مسبقة من العميل .

11- القانون الذى يخضع له العقد ولغته

 يخضع هذا العقد لقوانين ــــــــــــ ، ولغته هى اللغة [[5]](#footnote-5)(4) ــــــــــــ .

12- تسوية النزاع [[6]](#footnote-6)(5)

 أى نزاع ينشأ من هذا العقد ، ولا يمكن تسويته وديا بين الطرفين ، يحال إلى القضاء / التحكيم بمقتضى قوانين بلد العميل .

عن العميل عن الاستشارى

 توقيع ـــــــــــــــ توقيع ـــــــــــــــ

 الوظيفة : ـــــــــــــ الوظيفة : ـــــــــــــ

1. New Local Administration Low will be considered when it is enfost. [↑](#footnote-ref-1)
2. (1) يجرى اختيار المعدل المطبق وتحذف المعدلات الأخرى . [↑](#footnote-ref-2)
3. (2)يمكن إضافة مصروفات محددة باعتبارها البند (3) فى الفقرة 3 (جـ) . [↑](#footnote-ref-3)
4. (3)القيود الخاصة باستخدام هذه الوثائق وبرامج الكمبيوتر الجاهزة مستقبلا ، إن وجدت ، يتم النص عليها فى نهاية المادة 7 . [↑](#footnote-ref-4)
5. (4)القانون الذى يختاره العميل عادة ما يكون قانون بلده . غير أن البنك لا يعترض إذا اتفق العميل والاستشارى على قانون آخر . وتكون اللغة هى الإنجليزية ، أو الفرنسية ، أو الأسبانية ، ما لم يكن العقد مع شركة محلية ، وفى هذه الحالة يمكن أن تكون اللغة هى اللغة المحلية . [↑](#footnote-ref-5)
6. (5) فى حالة توقيع عقد مع استشارى أجنبى ، يتم إحلال النص التالى محل الفقرة 12 : " أى نزاع ، أو خلاف ، أو مطلب ، ينشأ من هذا العقد أو يتعلق به ، أو خرق لهذا العقد ، أو فسخه ، أو بطلانه ، تتم تسويته عن طريق التحكيم بمقتضى قواعد تحكيم الـ UNCITRAL السارية فى الوقت الحالى " . [↑](#footnote-ref-6)