



Post-disaster community infrastructure rehabilitation and (re)construction guidelines

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**Post-disaster community infrastructure
rehabilitation and (re)construction guidelines
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Post-disaster community infrastructure rehabilitation and (re)construction guidelines

Strategy 2020 voices the collective determination of the IFRC to move forward in tackling the major challenges that confront humanity in the next decade. Informed by the needs and vulnerabilities of the diverse communities with whom we work, as well as the basic rights and freedoms to which all are entitled, this strategy seeks to benefit all who look to Red Cross Red Crescent to help to build a more humane, dignified, and peaceful world.

Over the next ten years, the collective focus of the IFRC will be on achieving the following strategic aims:

1. Save lives, protect livelihoods, and strengthen recovery from disasters and crises
2. Enable healthy and safe living
3. Promote social inclusion and a culture of non-violence and peace

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Foreword

Community infrastructure projects, such as clinics, schools or water treatment plants are often among recovery and reconstruction efforts undertaken by humanitarian agencies in the aftermath of disasters. However, these interventions are usually implemented on an individual basis, separate from other recovery efforts going on in the same community, and thus rarely forming part of an integrated programme or a holistic approach to community rebuilding and development. Furthermore, the activities or functions of these physical structures typically fall into distinct and separate humanitarian sectors, exacerbating this disconnectedness and inhibiting a common approach to community and settlement post-disaster planning.

The aim of these guidelines is to promote a change in the approach to community infrastructure, informed by emerging practices. They capitalize on the experiences and expertise gained by a number of International Red Cross and Red Crescent Movement actors in response to the 2004 Indian Ocean tsunami, and other recent events leading to substantial reconstruction. The scale and complexity of community infrastructure programming required from such events has generated significant learning, spanning technical, management and programming challenges, and has thus warranted a comprehensive reconsideration of the approach to be taken in developing and implementing similar interventions.

Communities do not function according to narrowly defined humanitarian sectors. Any post-disaster effort to restore affected communities therefore needs to employ a broad inclusive approach. Sector-specific technical guidance is available to humanitarian response actors – however they are rarely brought together as one tool reflecting the commonalities and overlap between public building reconstruction (including health facilities, schools, governmental and social institutions, the repair of water, sanitation,

drainage and energy utilities, the restoration of roads) and public spaces. There is a need for holistic technical guidance, not only bringing together the different sectors but also addressing the process as well as the physical products of reconstruction activities – the ‘software’ along with the ‘hardware.’

Such guidance also needs to reflect the roles of the many different stakeholders, including affected populations and governments, donors, humanitarian agencies, community-based organizations and service providers. This broad range of actors needs a common framework of reference to be able to collaborate and coordinate with one another.

The *Post-disaster community infrastructure rehabilitation and (re)construction guidelines* are a contribution to meeting this need, bringing together the learning of different programmes in a generic way. Perhaps more importantly, they provide a much needed prompt to looking at post-disaster recovery and reconstruction through a settlement lens.

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Acronyms

BoQ	Bill of quantities
CCC	Client consultant contractor
Code of Conduct	Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief
CBO	Community-based organization
DLP	Defects liability period
D and C	Design and construct
DRR	Disaster risk reduction
IBC	International building code
IFRC	International Federation of Red Cross and Red Crescent Societies
MoH	Ministry of Health
MoU	Memorandum of Understanding
NGO	Non-governmental organization
PHAST	Participatory hygiene and sanitation transformation
PCA	Project cooperation agreement
RBM	Results-based management
UBC	Uniform building code



Introduction

Introduction

Rehabilitation and (re)construction after disasters is predominately undertaken by governments, civil society, international and/or non-governmental organizations (NGOs) that have the necessary expertise in the area. These programmes should be designed and implemented with the involvement of relevant line ministries/local authorities, through local consultants and contractors, by making use of locally available expertise. Local materials should be used as much as possible, as long as there are no adverse effects on the environment or markets, etc.

In referring to these guidelines, the user will be able to:

- Obtain an overview of a step-by-step approach on key issues to keep in mind when embarking on community infrastructure rehabilitation and (re)construction programmes.
- Identify and ensure that there is capacity within the National Society and/or International Federation of Red Cross and Red Crescent Societies (IFRC)¹ to implement such programmes.
- Ensure that the work is in line with existing policies of the host country, national building codes and the Sphere Project's *Humanitarian Charter and Minimum Standards in Humanitarian Response (Sphere standards)*.
- Coordinate and/or work in collaboration with the government, other National Societies, NGOs, partners, local consultants and contractors.

¹ IFRC refers to all National Societies and IFRC offices at global, zone, region and country levels.

I. What are these guidelines?

The aim of these guidelines is to help IFRC with planning, programming and implementing programmes by ensuring that they are well-informed. In addition, to ensure that the programmes designed adhere to the relevant policies, building codes and standards – both within and outside the IFRC context. It has been designed as a proposal for action and as a tool to guide the transformation of existing policies, codes and standards into a concrete action plan.

It does not explain every activity that needs to be undertaken to plan and implement a programme, but provides an overall framework within which the programme can be organized. By using this as a reference point for rehabilitation and (re)construction programmes, the user should be able to cover the main issues. Based on the given context, the user may need to make adjustments by adding or omitting certain steps required for successful implementation.

The guidelines have been developed with the following objectives in mind:

- ↳ Contribute to the coordination and smooth running of a project after damage, needs and impact assessments have been completed – confirming that the proposed response is appropriate in its needs, design and level of technology. The proposed action should be in line with the mandate of the National Society.
- ↳ Ensure that the quality of community infrastructure rehabilitation and (re)construction is in line with the national building codes and in-country policies around rehabilitation and (re) construction.

- Facilitate defining roles and responsibilities when taking on community infrastructure rehabilitation and (re)construction projects.
- Draw on lessons learned from the experience of other programmes.

II. Who are they for?

The guidelines have been developed for programme managers and technical staff to facilitate implementation of community infrastructure rehabilitation and (re)construction for post-disaster recovery programmes. It is imperative to use them within the context of the local situation in terms of the needs, risks, vulnerabilities and capacities of the National Society and intended beneficiaries.

For this guide to serve its purpose, and for the implementation of lessons learned, it is essential to disseminate and ensure that all the key stakeholders (i.e., National Society leadership, decision-makers, as well as operational staff) are aware and well-versed with these guidelines. It is for each National Society, in line with its mandate, to define what is or is not appropriate for its context. These guidelines have been developed with a Red Cross Red Crescent audience in mind; hence some of the guidance presented here is specific to a Red Cross Red Crescent context. However, the general framework is applicable to the overall management of rehabilitation and/or (re)construction programmes. As such, this guide can be useful for other organizations as well to facilitate the smooth running of similar programmes that they may be undertaking.

III. How were they developed?

These guidelines draw heavily on Sri Lanka's experience in post-tsunami rehabilitation and (re)construction. They are a product of an intensive desk study of available evaluations, documents and

references; as well as field visits including interviews with beneficiaries and briefings with key staff who have been involved in the programmes and other technical personnel. This guide complements the:

1. *Owner-Driven Housing Reconstruction Guidelines* which were produced in the second half of 2010; and
2. *Post-disaster settlement planning guidelines* which have been developed in parallel to these guidelines.

IV. How should they be used?

In line with best practices of the Asian Development Bank and the World Bank, every effort should be made so that the host country's government undertakes the rehabilitation and (re)construction of large-scale infrastructure projects. However, if the host country's government does not have adequate capacity to do so due to impact of the disaster, other actors, including the Red Cross Red Crescent may decide to step in to take on the work and/or provide assistance through direct implementation.

This guide has been designed to be used as a hands-on resource to facilitate IFRC staff through the process of what needs to be kept in mind while planning and implementing community infrastructure rehabilitation and (re)construction projects.

Even though these guidelines draw heavily on the post-tsunami experiences in Sri Lanka, every effort has been made to make them “generic” and as such should be applicable to National Societies irrespective of their geographic location. However, it is important to use them with judgement, as in certain contexts, a different approach may be required based on the longer-term development strategies or other determining factors.

V. What do they include?

The guide does not repeat technical advice detailed in sectoral manuals elsewhere, but refers readers to these manuals as and where appropriate.

The list of acronyms explains clearly the terms used throughout the publication.

This introduction sets out what the guidelines are, who they are for, how they were developed and how to use them.

Overview provides a summary of the key steps that need to be factored in during different stages of infrastructure rehabilitation and (re)construction.

Section 1 elaborates on what community infrastructure rehabilitation and (re)construction means and entails.

Section 2 defines priorities, planning for implementation, guiding principles and allocation of resources as necessary.

Section 3 highlights the sector specific issues that need to be taken into consideration while embarking on rehabilitation and (re)construction of health, water and sanitation and school infrastructure programmes.

Annexes provide sample templates and reference tools to facilitate, for example the drafting of memorandum of understanding (MoU), certificate of completion of work, etc.

The following symbols have been used to highlight:



Reference to relevant documents, guidelines and procedures that support the planning and implementation process



Key questions or issues to raise before making a programme decision



Checklist/tips



Key points to keep in mind before making a decision

Reference to relevant annexes and cross-reference to other sections are found throughout the document.

PIPE LAYING

LEGEND

- 90°
- 110°
- 160°

AREA-1
24 Km

AREA-2
21.5 Km



The table below provides a summary of the key steps that need to be factored in during different stages of infrastructure rehabilitation and (re)construction discussed in these guidelines.

Stage	Key considerations
Coordination (page 40)	<p>Coordinate through the cluster system for inter-agency coordination. Whilst there is no specific cluster for rehabilitation and (re)construction of infrastructure, the various clusters including shelter, education, health and water, sanitation and hygiene (WASH) are forums that will provide the basis for information sharing and cooperation.</p> <p>Active participation in coordination efforts enables lead agencies to:</p> <ul style="list-style-type: none">– establish clear division of labour and responsibility– gauge the extent to which needs are being collectively met– reduce duplication and address gaps in coverage and quality in a timely manner. <p>According to the agreed roles and mandates of the rehabilitation and (re)construction initiative, determine all the authorities and institutions that you will need to collaborate with, as well as the roles they will be playing in the implementation of the programme.</p>
Communications (page 39)	<p>Maintain effective communications channels with all key stakeholders (i.e., beneficiaries, partners, local authorities, donors, inter-agency level).</p> <p>Determine the most appropriate and effective way to communicate clearly, explain the purpose of an assessment, process and the extent to which assistance will be available.</p> <p>Lack of communications can create misunderstandings and result in hostility towards the organization by beneficiaries and authorities.</p>

Stage	Key considerations
<p>Assessments (page 57)</p> <p>Damage assessment</p> <p>Needs assessment</p> <p>Impact assessment</p> <p>Hazard assessment</p>	<p>Draw up an inventory of existing infrastructure – nature and extent of damage caused – and assess the remaining capacity.</p> <p>Carry out a preliminary assessment of (re)construction and resource requirements.</p> <p>Gender considerations should be kept in mind when analysing capacities and needs of the disaster affected.</p> <p>Infrastructure planning, design and (re)construction must be coordinated with the plan for sheltering options to ensure the availability of basic services such as water, sanitation, solid waste management, health facilities and education.</p> <p>Identify likely impact of response in short- and long-term.</p> <p>Ensure that the infrastructure is sustainable both from an economic and social (culture and tradition) perspective.</p> <p>Assess the frequency and dimension of all potential sources of natural hazards (geological, meteorological or hydrological) in the area. Ensure that infrastructure design is resilient to the most likely hazard scenario.</p> <p>Existing academic studies and hazard maps may provide information for the hazard evaluation. However, depending on the prevalent hazards and the site, it may also be necessary to conduct site-specific risk analysis.</p> <p>Local secondary disaster effects (e.g., landslides from excessive rain or ground shaking) should be anticipated and considered.</p>

Stage	Key considerations
Organizational capacities and operating modalities (page 61)	<p>Before determining “who will do what,” it is pertinent to analyse the capacity and mandate of the Host National Society, Partner National Society and the IFRC’s secretariat.</p> <p>Contingent on the capacities identified, the Host National Society may decide to carry out uni-, bi- and/or multi-lateral projects.</p> <p>The uni-, bi- or multi-lateral projects may also involve working in collaboration with other aid organizations and/or government authorities.</p> <p>Once the operational modality has been decided upon, and terms and conditions negotiated, make sure that an agreement or an MoU covering all details is signed between the concerned parties.</p>
Human resources (page 62)	<p>All staff must be knowledgeable of the local culture and traditions, local needs and experienced in the techniques (engineering) to be used in implementing the programme.</p> <p>Staff must be familiar with the relevant procedures and guidelines.</p> <p>Ensure gender, religious and ethnic diversity and balance in the field teams to build a relationship of trust with all members of the community.</p>
Define roles and responsibilities (page 63)	<p>Define the roles and responsibilities of the personnel and organizations involved from the onset (i.e., in assessments; the design and siting of appropriate infrastructure; the enforcement of design; and the quality control of construction, operation and maintenance).</p> <p>Set up a system of consultation and collaboration with local engineers, contractors, consultants, government, local authorities and the affected community.</p>

Stage	Key considerations
Information management systems (page 63)	<p>Create a generic e-mail address, for example, gmail or yahoo as means of documentation/record keeping. This e-mail identification should then be handed over to the successor.</p> <p>Ensure that consultants and architects hand in copies of the blue prints.</p> <p>Ensure there is a systematic electronic and hard copy filing and archiving system in place.</p>
Memorandum of understanding (page 66)	<p>The MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU.</p> <p>There may be an overall MoU for the entire programme as well as more specific separate project MoUs.</p> <p>An MoU should clearly stipulate the following:</p> <ul style="list-style-type: none"> – details of the organizations being signatory to the MoU – objectives of the arrangement and goals – agreed actions and areas of support – strategies and mechanisms that will be adopted to deal with common issues – timeframe: the term of the MoU, i.e., an agreed start and review date – agreed roles and responsibilities of each organization – liabilities and indemnifications – the designation of focal points within each organization – a communications plan and/or dispute resolution statement – clause around the availability of budget for specific projects and programmes.

Stage	Key considerations
Review of legislation and good practices (page 71)	<p>Conform to national/local building codes.</p> <p>In the event that building codes do not exist, conduct research on existing codes of practice for hazard resistance, which might include the following:</p> <ul style="list-style-type: none">– Investigate the history of code development and level of hazard inclusion.– Analyse the performance of buildings and infrastructure designed to the codes during previous hazard events.– Compare loading and design criteria to building codes developed for countries with similar hazards, as well as for neighbouring countries with similar construction practices.– Review international good practices, building codes, and design guidelines appropriate to the identified hazards, and assess their applicability. <p>Determine whether the building codes are adequate for use in infrastructure (re)construction.</p> <p>Familiarize yourself with host government legislation to determine whether tenders can be opened for bids to international contractors including joint ventures.</p>

Stage	Key considerations
<p>Review of local construction capacity (page 72)</p>	<p>Identify local construction practices for the relevant type of infrastructure. A rapid assessment may be made in the case of new construction. A more detailed analysis is required in a retrofitting project.</p> <p>Weaknesses in structures and in the vulnerability of infrastructure to the identified natural hazards must be assessed. This may include a study of the rate of degradation of the structure and its materials over time to assess resilience against projected hazards.</p> <p>Determine the strengths and durability of materials in existing or proposed infrastructure.</p> <p>Ensure that the relevant line ministries and/or local authorities can maintain the infrastructure in the long-run.</p> <p>Identify those who will carry out the design and construction – engineers, contractors, consultants and ensure they comply with codes.</p> <p>Assess programme management and administration capacity and strengthen it with training or outside expertise.</p> <p>Assess local construction practices, their resistance to the determined hazards, and the level of risk this poses.</p>

Stage	Key considerations
Site selection for construction of new infrastructure (page 72)	<p>When signing a separate project MoU ensure that the site has been identified prior to signing of the MoU.</p> <p>The site for development will typically be defined by the local government based on availability, land-use plans and economic criteria.</p> <p>Site selection will apply to construction of new infrastructure or replacement of an infrastructure that has been identified as being in a hazard zone, as per hazard assessment.</p> <p>If your assessment reveals that the site is not suitable, do not agree to (re)construct on the site. Share your findings with the government and renegotiate with them.</p>
Disaster risk reduction (DRR) oriented rehabilitation and (re)construction (page 44)	<p>Create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient. This is usually done through:</p> <ul style="list-style-type: none">– structural (physical construction to reduce potential impact) and/or– non-structural (policies, public awareness, land-use planning, construction types) measures undertaken to minimize the adverse impact of potential hazards.

Stage	Key considerations
<p>Gender responsive infrastructure (page 45)</p>	<p>Focusing on gender responsive approach to infrastructure development not only ensures that the project performance is maximized but also can have economic benefits.</p> <p>For critical infrastructure to be accessible to and useable by all stakeholders, it is imperative that hospitals, schools, water supply and sanitation facilities are rehabilitated and/or constructed keeping gender considerations in mind.</p> <p>In order to plan projects that are gender responsive it is pertinent that:</p> <ul style="list-style-type: none"> – Sex and age disaggregated data is collected. Unless we know who is affected – women, girls, boys or men – and who among them is the most at risk, the services we provide may be off-target. – The project design acknowledges that women and men may have different needs and priorities in their uses of infrastructure. – The needs of both women and men should be considered when designing the infrastructure. – Infrastructure should be easily accessible by public transport.
<p>Environmental-friendly initiatives (page 46)</p>	<p>Local materials should be used as much as possible and so long as there are no adverse effects on the environment.</p> <p>Ensure that the programme includes measures to mitigate any negative environmental impact of the infrastructure development especially in the long-term.</p>

Stage	Key considerations
Design (page 73)	<p>Design a sustainable and socially acceptable strengthening or (re)construction solution that satisfies DRR objectives.</p> <p>Consider limitations of finance, construction skills and material availability.</p> <p>After identifying the needs – water plant, schools, hospitals – think about interim solutions.</p> <p>In a rehabilitation project, take into account potential disruption to normal activity. Identify an interim solution.</p> <p>Ensure that the environmental and social impacts of the proposed solution are acceptable.</p> <p>Adhere to local or national building codes.</p> <p>Apply the “build back safer” principle.</p> <p>In evaluating infrastructure technology options, evaluate the following:</p> <ul style="list-style-type: none">– Consider the financial and operational capacity of the entity responsible for service provision.– Assess capital investment, operation and maintenance costs over the life of the project.– Review the availability of parts and supplies in the long-run.
Government levied sales tax and import duties (page 74)	<p>There may be a need to import material and equipment. Negotiate value added tax (VAT) exemptions, deferments/waivers on purchases and payments to contractors/consultants.</p> <p>If VAT exemptions are not possible it is imperative to make provisions to be able to pay duty charges on imported goods.</p>

Stage	Key considerations
Obtaining approvals (page 75)	<p>Obtaining plan approvals can be a time consuming and tedious process.</p> <p>It is essential to obtain the necessary approvals from the authorities and where necessary by the line ministries.</p> <p>The programme should support this process and liaise with relevant authorities to grant planning approval prior to commencement of construction.</p>
Procurement and tendering (page 76)	<p>Follow the <i>Procurement of Works and Services for Construction Projects</i> guidelines for tendering and procurement procedures.</p> <p>Possible modalities of contractor engagement:</p> <ul style="list-style-type: none"> – working in partnership with the government – traditional form of tender (client – consultant – contractor) – design and construct (turnkey). <p>Refer to the Sphere Project's <i>Humanitarian Charter and Minimum Standards in Humanitarian Response (Sphere standards)</i> for specific information.</p>
Consultants and contractors (page 79)	<p>Prior to selecting consultants or going to tender, it is advisable to research capacity available in-country following the disaster.</p> <p>Large-scale infrastructure projects require engagement of larger national or international firms, which may then need to import labour to complete the project. Check national legislation on whether it is permitted to bring in international firms or import labour from another county.</p>

Stage	Key considerations
Consultants and contractors (cont.) (page 79)	<p>Assess the capacity of the potential contractor. This can be done by requesting the contractor to provide:</p> <ul style="list-style-type: none">– a report on recent projects carried out by the company– references from past clients– financial statements to prove company is financially solvent– licenses– government registration papers– insurances– curriculum vitae and profiles of full-time and key contract staff. <p>Role of consultants</p> <p>Consultants, preferably local, are required to prepare designs that are acceptable to the beneficiaries, the Red Cross Red Crescent and comply with government requirements.</p> <p>The engagement of consultants will depend upon the method of tendering that is proposed.</p> <p>Depending on the size and nature of the project/programme various consultants may be required during the project, including architects, town planners and engineers.</p> <p>In the absence of qualified personnel for design input other sources may need to be consulted:</p> <ul style="list-style-type: none">– end-user to provide greater input– if the Host National Society has an engineering department, they may have technical personnel who can contribute– technical staff from the cluster may be a source of direction. <p>The final design has to be signed off by the government.</p>

Stage	Key considerations
Construction (page 90)	<p>The quality of post-disaster construction must not compromise the design intent. Establish procedures for multi-disciplinary inspection and check against specifications of works throughout the building process in the following ways:</p> <ul style="list-style-type: none"> – Test materials and check adherence to design guidelines. – Ensure implementation of quality assurance systems. – Maintain good communications with contractors and consultants throughout the project cycle. – Ensure monitoring occurs throughout the project cycle. – Ensure that the client is proactive in managing the contractor and consultant obligations with the client.
Final completion of works (page 91)	<p>Prepare in advance for contract finalization with contractors:</p> <ul style="list-style-type: none"> – built drawings – operation manuals – handover of key documents to the end-user.
Maintenance and handover (page 92)	<p>It is crucial that the end-user, who is eventually going to be in charge of maintaining the infrastructure, is involved in (re)construction decisions and discussions.</p> <p>It is essential to ensure that the infrastructure that is being constructed is durable and can be maintained properly by the relevant authority after it is handed over.</p> <p>Ensure that the operator of the facility is made aware of the defects liability period (DLP).</p>

Stage	Key considerations
Monitoring and evaluation (page 95–97)	<p>Assess the adequacy of the restored infrastructure system and the success of the project as a whole. This assessment should include evaluation of:</p> <ul style="list-style-type: none">– functionality, social acceptability and sustainability– project cost with respect to potential benefits of hazard-proof design in future events, skills provided to builders, and new construction guidelines introduced– reporting of infrastructure performance under any hazard events that have occurred. <p>Lessons learned regarding strengthening hazard resilience should be summarized, shared and drawn upon for future projects.</p>

A photograph showing three men in safety gear (hard hats and vests) inspecting a large, complex industrial machine, possibly a water filtration or pumping unit, outdoors. The man on the left wears a white hard hat with a red cross logo and a checkered shirt. The man in the center wears a yellow hard hat and a red safety vest. The man on the right wears a blue hard hat and a white shirt. The machine is large and metallic, with various pipes and components. The background is a lush green area with trees.

SECTION 1/
COMMUNITY
INFRASTRUCTURE
REHABILITATION AND
(RE)CONSTRUCTION

1.1 What is community infrastructure rehabilitation and (re)construction?

Planning rehabilitation and (re)construction of community infrastructure (water supply, sanitation facilities, health facilities, schools, roads, etc.) is a sector which normally falls under the management of multiple agencies of the government. However, in post-disaster situations, depending on the magnitude of the resulting damage, aid agencies, civil society and other organizations, private and public, may collaborate with the government to facilitate the rehabilitation and/or (re)construction of the infrastructure, based on damage and needs assessments.

(Re)construction is a complex process which may take up to several years. When undertaking such programmes it is imperative that the different organizations coordinate with the government and amongst themselves, as well as conform to existing policies and standards. It is also important to link up the programmes with any long-term strategies the government may have developed previously.

Post-disaster there is a need to provide the affected population not only with adequate sheltering options but also to ensure that they have access to water supply, basic sanitation facilities, healthcare and services as well as education. Addressing shelter needs and community infrastructure are parallel processes and need to be planned and implemented simultaneously.

Rehabilitation and (re)construction of infrastructure aims to restore the functioning of the existing structures and services or upgrade them to meet current needs (i.e., refurbishing water supplies to ensure potable water is reliably produced, to reconstructing

damaged hospitals and schools). Construction on the other hand entails developing new infrastructure which was needed previously but was not provided, or may be required as a result of the need generated by a new settled population in the vicinity. In order to implement rehabilitation and (re)construction programmes, a holistic and comprehensive approach to planning is required.

1.2 Transparency and integrity

Any large-scale response can create an environment which may raise questions around integrity, result in wastage and/or mismanagement of resources. Rehabilitation and (re)construction is no exception. Issues can arise for the following reasons:

- ↳ large quantities of aid inflow and of goods and services being procured
- ↳ pressure to commence programmes and activities quickly
- ↳ competition amongst aid agencies
- ↳ poor staff communication, screening and/or training
- ↳ weak administration and oversight systems
- ↳ economic desperation of the affected population
- ↳ ignorance or negligence of local rules and regulations.

Anyone involved directly or indirectly in the programme, be it a staff member or a manager in the organization, government representative, affected population, contractors, suppliers, etc., can be the wrong-doer.

Checks and balances to mitigate integrity risks

- ↳ **At an organizational level**, a step towards holding staff and volunteers accountable would be to ensure that they have read and signed the Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief (the code of conduct).

- **Set up a ‘whistleblower’ procedure** to enable the aggrieved party to report breaches of the code of conduct. Safecall has been established to ensure that anyone alleging a breach of the code of conduct has a confidential complaint filing mechanism in place in order to report serious concerns 24 hours a day.¹
- **Procurement procedures**, even though these may appear cumbersome, must be adhered to. All procurement activities have to be in line with the IFRC’s *Procurement of works and services for construction projects guidelines*.
- **Levels of authorization** have been put in place to ensure that integrity is not compromised in any way. Further, all financial records need to be collected and archived for internal or external controls. Refer to Annex 5 ‘Levels of authorization for each tender procedure for construction works.’
- **The consultants, contractors and communities are to be made aware of the rights and duties of the staff members working with them.** Communicate that mechanisms will be put in place to allow all persons to have the opportunity to evaluate performance and provide feedback during and upon completion of the project. All key stakeholders are to receive an introduction to the programme, which explains in detail mutual rights, entitlements and obligations. This should include a detailed explanation of roles, responsibilities, grievance mechanisms and authorities entrusted to the different components and representatives of all parties.
- **Determine how the key stakeholders will air their grievances** about the programme and its implementation, as well as how the programme will manage and respond to those grievances. Grievances may concern the tendering process, selection of contractors, support provided, staff, payment process, etc.
- It is important to **ensure regular reporting and documentation** of positive and negative experiences not only from the

¹ Available on FedNet at: <https://fednet.ifrc.org/en/resources-and-services/support/hr/code-of-conduct/reporting-coc/>

perspective of keeping future project managers informed, but also with regard to the sharing of lessons learned as well as from an information management perspective.

- ↘ Ensure that common indicators to monitor the programmes/projects are developed and reported on.



Tips: Accountability to stakeholders

- ↘ Dedicate specific time to discussing grievances; this should be a periodic process.
- ↘ Ensure that the living conditions of the labourers are in accordance with labour laws.
- ↘ Request all grievances in writing.
- ↘ Maintain a record of all the grievances and actions taken.
- ↘ Keep names confidential.
- ↘ Take action in a timely manner.

Refer to Annex 1 for examples of activities that could raise potential questions around integrity and can be used as warning signals by programme managers.

1.3 Stakeholder analysis

Stakeholder analysis is a process of systematically gathering as well as analysing qualitative information to determine:

- ↘ who the key actors are
- ↘ whose interests needs to be taken into account when developing and/or implementing a project/programme.

Stakeholders can be the affected population, local authorities and/or national government, donors, aid/development agencies, neighbouring communities (unaffected population), suppliers, among others.

The general objective of stakeholder analysis is to:

- Ensure that operations take place in the best possible conditions.
- Ensure the interests, activities and needs of stakeholders are identified (with a gender lens) and taken into account in dialogue with them, so that mutually beneficial arrangements can be reached.

On a practical level, this involves:

- identifying the affected people and groups in a specific environment
- defining who does what, when, how, where and why
- identifying individual interests
- understanding power relations
- defining the need for assistance
- understanding operational strengths and opportunities.

1.4 Communications

Maintain effective communications channels throughout the programme among all the key stakeholders (i.e., beneficiaries, partners, local authorities, donors, inter-agency level). Information sharing is crucial. Determine the most appropriate and effective way to communicate in order to clearly explain the purpose of an assessment, process and the extent to which assistance will be available.

Lack of communication can create misunderstandings and result in hostility towards the organization by beneficiaries and authorities. When carrying out an assessment you may raise the expectations of key stakeholders. Ensure that you communicate clearly and manage the situation carefully.

Case study: Lack of communication leads to discontent

In one of the communities visited, the beneficiaries pointed out that the maintenance of the associated infrastructure (septic tank) inherited has proved problematic. They were handed over a complicated system which they found difficult to maintain. The pump used in the wastewater septic treatment required a lot of maintenance and broke down frequently. Each time the repairs cost the community 18,000 Sri Lankan Rupees (141 Swiss francs/114 Euros).¹ Further, the common monthly septic tank bill amounted to 4,000–5,000 Sri Lankan Rupees (31–39 Swiss francs/25–31 Euros). The first time around the pump broke down as a result of a flood. Upon further probing, it was discovered that imported pumps used were fragile. The community was used to using sachets of shampoos and then discarding the plastic in the drains. The sachets would get caught between the blades of the pump causing it to break down. Furthermore, the wastewater septic treatment system itself was a complicated one and required someone with a technical background to maintain it.

Lessons learned

- Lack of clear communications between project implementers and beneficiaries on use and maintenance of infrastructure leads to discontent among end-users.
- It is not advisable or viable to handover complex and unaffordable systems to communities, which they are not used to and cannot be sustained in the long-term.

¹ At the time of writing, the exchange rate was approximately 120 Sri Lankan Rupees to one Swiss franc and 148 Sri Lankan Rupees to one Euro.

1.5 Coordination

Following a disaster, a number of agencies come on board to respond to the immediate needs as well as to facilitate the recovery process. Most post-disaster situations require a multi-sectoral response with participation of a wide range of international humanitarian actors. Generally, coordination for all the agencies

responding to the disaster is provided through the cluster system. Whilst there is no specific cluster for rehabilitation and (re)construction of infrastructure, the various clusters including shelter, education, health and WASH are forums that will provide the basis for information sharing and cooperation between agencies.

The cluster approach is used to organize international response. For response to be meaningful, OCHA is tasked with inter-cluster coordination. It is also the responsibility of the government and/or local authorities to provide overall direction for the ensuing programming, i.e., to ensure that there is an overall strategy in place to establish “what needs doing;” “how it will be done” and “who will do it.”

In the absence of clusters being activated, for efficient and targeted response it is important to ensure that all organizations coordinate with one another.

Active participation in coordination efforts enables lead agencies to establish:

- clear division of labour and responsibility
- gauge the extent to which needs are being collectively met
- reduce duplication and address gaps in coverage and quality in a timely manner.

Coordination meetings bring together different sectors and enable us to address the needs of the affected population as a whole, rather than in isolation (e.g., shelter, education, water, sanitation, hygiene and psychosocial needs are interrelated). The act of (re)construction is one component of recovery.

According to the agreed roles and mandates of the rehabilitation and (re)construction initiative, determine all the authorities and institutions that you will need to collaborate with, as well as the roles they will be playing in the implementation of the programme.

1.6 Programme partnerships

In the event that capacities do not exist internally within the programme teams, partnerships may be established with line ministries, local authorities, local NGOs, community-based organizations (CBOs), beneficiary groups, among others operating in the area that have the capacity and expertise to implement parts of the programme. Contracts and roles and responsibilities of partners should be clarified as soon as possible.



Tip for when establishing partnerships

- ↳ Identify the project's most important objectives.
- ↳ Select reliable and skilled partners with demonstrable track record and a good reputation.
- ↳ Clarify expectations of partners and stakeholders (donor, national and local partners, implementers, etc.).
- ↳ Identify and agree on responsibilities and tasks, and enter a formal written agreement with partners (e.g., MoU or contract).
 - Make sure to understand what constitutes a contract in the local culture.
 - If the means of establishing contracts in the local context is different from that of the IFRC's secretariat and National Society's (i.e., a written document), make sure to carry out a session to explain what you mean by a contract and its implications. This session can be a formal meeting or using other means such as staging a play, songs, etc.
- ↳ Set realistic timeframes.
- ↳ Confirm that partner's mandate is not in conflict with that of the Red Cross and Red Crescent.

1.7 Risk management

Rehabilitation and (re)construction programmes generally involve a complex set of activities, including interactions amongst key players such as government agencies, local authorities and communities. Risk can be defined as potential negative impact to an asset or project and/or some characteristic value that may arise from present or future events.

Risk management is important because it ensures:

- better and meaningful support to the targeted beneficiaries; in other words, better service delivery
- efficient use of available resources
- effective management of possible changes that take place
- development and management of contingency plans and maintenance of the planned activities
- reduction of waste and better value for money
- better management at all levels through improved decision-making
- balance between time, cost, quality and results
- better coordination with other programme partners.

Together with the key stakeholders define common programme risks, effect and possible control measures. In addition, determine who should take action to reduce risk.

1.8 Disaster risk reduction oriented rehabilitation and (re)construction

During programme design phase aim to create a project that focuses on reducing vulnerabilities and increasing capacities to make the affected community safer and more resilient. This is usually done through:

- ↳ structural (physical construction to reduce potential impact); and/or
- ↳ non-structural (policies, public awareness, land-use planning, construction types) measures undertaken to minimize the adverse impact of potential hazards.

To minimize structural risk (i.e., collapse of buildings or infrastructure) it is imperative to:

- ↳ Retrofit the old structures (if work rehabilitation/reconstruction is to be undertaken on other elements of the building) and/or strengthen the design of new infrastructure in a way that it can withstand the impact of a future hazard that it is likely to face.

Non-structural mitigation measures can save lives, reduce risks and are cost effective. For example:

- ↳ In an area which is likely to be hit by floods, the land-use planning regulations should clearly define at what distance from riverbeds it would be safe to locate a human settlement.
- ↳ Public awareness raising initiatives on the importance of securing heavy objects in earthquake prone areas to prevent them from falling during an earthquake can save lives and minimize the chances of injuries.

1.9 Gender responsive infrastructure projects

Focusing on gender responsive approach to infrastructure development not only ensures that project performance is maximized but also can provide economic benefits to the community. For example, better access to water gives women an opportunity to invest more time in income-generating activities, since they do not have to walk for kilometres to access water; and children especially girls, time to attend school. Furthermore, access to better roads and local transport increases the chances of both girls and boys to attend school. Additionally, if hospitals are built in close proximity to towns/villages it can help in reducing the maternal mortality rate.

Hence, for critical infrastructure to be accessible to and useable by all stakeholders, it is imperative that hospitals, schools, water supply and sanitation facilities are rehabilitated and/or constructed keeping gender considerations in mind. The benefits of planning infrastructure projects with a gender lens are further elaborated on in Section 3 under health, water supply and sanitation and schools.

The general information required in planning any gender responsive infrastructure project:

- Sex and age disaggregated data is collected. Unless we know who is affected – women, girls, boys or men – and who among them is the most at risk, the services we provide may be off-target.
- The project design acknowledges that women and men may have different needs and priorities in their uses of infrastructure.
- The needs of both women and men should be considered when designing the infrastructure.
- Infrastructure should be easily accessible by public transport.

1.10 Environmental-friendly initiatives

The projects/programmes that are being considered should be designed and implemented by making use of materials and expertise available locally. The potential negative impact on the environment should be minimized.

If the hazard and risk assessment reveals that project activities can have a potential negative impact on the social and/or environmental context, revise the programme design. For example, the environmental impact of providing a full wastewater treatment plant will ensure the effective treatment and disposal of black and grey water to avoid wastewater being absorbed into the ground, which may occur if individual septic systems were provided to each household, resulting in contaminating the groundwater. This will incur costs to the end-user, so an impact assessment should be carried out to assess whether the population can afford the service in the long-term.

Where possible, the new and upgraded facilities should be equipped with energy saving light fittings, efficient water storage facilities, water saving flushing toilets and thermal insulation to the new roof structures. In hot climates, the thermal insulation planned is aimed to reduce the need for thermal cooling to the buildings in the form of air-conditioning units. In cold climates, the insulation should work towards retaining heat within structure.

1.11 Sustainable projects

In line with *Sphere standards*, it is important to agree to standards and guidelines on construction with relevant authorities to ensure that key safety and performance requirements are met. Local or national building codes should be adhered to. In instances where building codes do not exist or have not been enforced international building codes (IBC) and/or uniform building codes (UBC) can be tapered to the local culture, climatic conditions, resources, building and maintenance capacities, accessibility and affordability to provide the framework.

Sustainable projects upon their completion do not:

- put an unnecessary drain on the government line ministries, local authorities, community who inherits the project from the perspective of:
 - staffing levels
 - maintenance
 - operating costs
- have a negative environmental impact
- have a negative impact on the local market.

(Re)construction activities in a post-disaster context enable us to enhance the quality of buildings, the environment and to build back safer and more resilient communities. In this vein, it is important to integrate the principles of sustainability from the earliest stages of (re)construction in order to:

- Avoid building structures that are exposed to hazards, inefficient and/or not maintainable.
- Ensure that the programmes the lead organization is taking on are sustainable.
- Build on local knowledge and utilize local materials for rehabilitation and (re)construction where appropriate.

- In the event where local communities are to operate/maintain the infrastructure, they should be involved in the project cycle from the onset and their voices heard.
- Increase communities and local authorities' knowledge and capacity on how to operate and maintain the infrastructure that they will eventually take over.

The success of rehabilitation and/or (re)construction programme is based on a well-functioning and sustainable management process. In order to gain a better understanding of the key market-systems in crisis situations, emergency market mapping and analysis is a tool that can be used to consider a broader range of responses. These responses might include cash-based interventions, local procurement and other innovative forms of support to market actors that enable programmes to make better use of existing market-system capabilities. This in turn leads to more efficient use of humanitarian resources, as well as encouraging recovery and reducing dependency on outside assistance.

In this section, we have discussed:

1. Rehabilitation and (re)construction of infrastructure aims to restore the functioning of existing structures and services by upgrading them or constructing or developing new infrastructure.
2. Establishing checks and balances that need to be in place in order to mitigate risks at all levels.
3. Carrying out stakeholder analysis to identify all the players who will be involved.
4. Communicating with and including all affected parties, including line ministries, local authorities and beneficiaries, in the planning and implementation of infrastructure projects.
5. Coordinating with all National Societies, other agencies, government bodies, beneficiaries and other relevant actors.
6. Keeping key consideration in mind when establishing partnerships.
7. Working with key stakeholders to draw up a risk management plan.
8. Incorporating DRR practices in all project design in order to build back safer.
9. Factoring in gender considerations when planning for infrastructure rehabilitation and (re)construction.
10. Ensuring productive and efficient service in the long-term.

A photograph of a construction site showing several workers in safety gear (hard hats, orange shirt, grey shirt) working with vertical steel reinforcement bars (rebar) for a concrete structure. The workers are positioned around a large, vertical rebar cage. The background shows a building with a corrugated metal roof and a clear sky. A blue circular graphic is overlaid in the upper right corner, containing the text 'SECTION 2 / PROJECT / PROGRAMME DEVELOPMENT'.

SECTION 2 /
PROJECT /
PROGRAMME
DEVELOPMENT

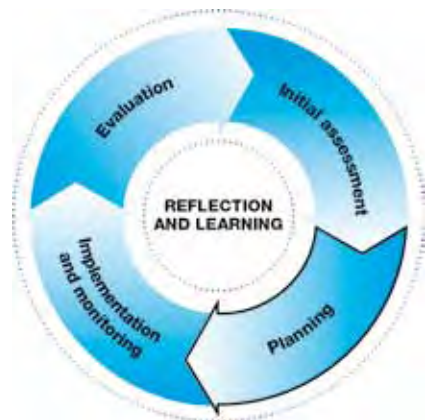
All activities of the IFRC must be in sync with the Fundamental Principles and statutes of the International Red Cross and Red Crescent Movement (the Movement), the constitution of the IFRC as well as the National Society's statutes and national legislation.

All programme planning should be in line with IFRC's *Project/programme planning guidance manual*. With the view of addressing the needs of the disaster affected and vulnerable populations effectively and with their participation, the IFRC favours the adoption of a "results-based" approach to the design and management of its interventions.

Results-based management (RBM) is a project/programme approach to management that integrates strategy, human and financial resources, processes and ways to measure them in order to improve decision-making, transparency and accountability.

2.1 The project/programme cycle planning

The IFRC follows and recommends the use of the "project/programme cycle" in planning for its programmes. This approach ties in well with the RBM approach. It clearly highlights the management of an intervention through a sequence of easy to follow interrelated phases, i.e., initial assessment, planning, implementation and monitoring and evaluation. These phases facilitate the design and management of an intervention and are broadly progressive, with each one leading into the next.



The type, duration and importance of activities related to each phase will vary depending on the context. For example, in certain cases a more detailed sectoral assessment will be carried out to obtain in-depth information to define the requirements for the planning phase. Similarly, information gathered during implementation and monitoring will be relevant for a later evaluation or a possible second instance of assessment, if the intervention continues beyond one cycle.



For further details on various steps, refer to the IFRC's *Project/programme planning guidance manual*.

2.1.1 Programme logical framework (logframe)

The logframe consists of a table in which key aspects of a project/programme are summarized. It sets out a logical sequence of cause-effect relationships based on the results chain/objectives hierarchy (goal, outcomes, outputs, activities). In other words, create a project logframe that identifies objective, activities, assumptions and SMART (specific, measurable, achievable, relevant, time-bound) indicators.

The box below presents an example of a detailed logical framework matrix for a hospital project which the Government of Sri Lanka wanted the Red Cross Red Crescent to upgrade. Prior to the tsunami this hospital had been identified as lagging in services to reach out to the target population in an urban context. Based on a baseline study to determine the needs and feasibility of the project, the Red Cross Red Crescent decided to take on the project.

Baseline study: Determining the need to upgrade the district hospital to a base hospital

The district hospital based in an urban area serves a population of 40,000 inhabitants. It is a referral centre for patient care. The hospital predominantly serves the Tamil-speaking Muslim population.

The current services reflect those of a district hospital but it has been decided to upgrade the hospital to a base hospital type B by the Ministry of Health (MoH). The hospital currently serves between 200–250 outpatients per day. The average bed occupancy rate is 70 per cent for 70 beds (i.e., an average of 50 inpatients at any given time).

The hospital wards have the following bed capacity:

Male medical/surgical	22
Female medical/surgical	22
Gynaecology and obstetrics	16
Paediatric and medical-surgical	20

The current facilities are inadequate. Hence a process of construction has been initiated, through a preliminary master planning exercise that was carried out in June 2003, by a local consultant prior to the tsunami.

In terms of the hospital's functioning, major bottlenecks could be identified in the overall functionality and technical standards of the health unit. The outpatient functions currently operate in inadequate, cramped quarters, and the wards, together with the ablutions are worn out and in need of an upgrade and/or replacement. Adequate surgical, together with the diagnostic, services need to be put in place.

It is foreseen that incoming water supply will have to be filtered and cleaned minimally for the possible autoclaves. Solid waste management will also require an incinerator.

Objectives (what we want to achieve)	Indicators (how to measure change)
<p>Goal: To upgrade the district hospital to a base hospital by constructing a new functional facility to replace the old one. To improve quality of patient healthcare services in and around the vicinity of the town.</p>	<p>Hospital is upgraded. It is completed and handed over. It is in use and functional.</p>
<p>Outcome: Ensure improved health services for a population of approximately 40,000 people.</p>	<p># of patients that are provided with continuous and qualitative health services.</p>
<p>Outputs: One new hospital (G+2) building (Phase II) is constructed and four old hospital buildings are renovated.</p> <p>Hospital has safe and reliable water supply; safe and acceptable wastewater treatment system; solid waste is managed in an acceptable way.</p> <p>Hospital has adequate furniture and equipment.</p> <p>Operation and maintenance has been organized.</p>	<p>Construction and renovation completed on schedule.</p> <p>Associated infrastructure developed in parallel and is operational at the time of hand over.</p> <p># of beds # required equipment # of doctors and nurses. # of staff required for maintenance.</p>
<p>Activities: Health delivery services have been upgraded to district base hospital levels.</p> <p>Furniture and equipment is procured.</p> <p>Hospital handed over.</p>	<p>Construction carried out as per schedule.</p> <p>Furniture and equipment procured and installed.</p> <p>End-user is trained on how to use and maintain associated infrastructure.</p> <p>End-user is aware of the DLP during the handover.</p>

Means of verification (where/how to get information)	Assumptions (what are the risk factors)
Baseline survey Mid-term review Final evaluation	Financial and human resources exist to implement the project. Security situation in project location does not deteriorate. MoH provides trained operations and maintenance staff to the hospital.
Evaluation Hospital records	
Mid term review Evaluation – site audits Procurement records Hospital records	
Site audits Mid-term review Evaluation Procurement records Training workshops Site handover certificate	

Refer to the IFRC's *Project/programme planning guidance manual* for further details on the logical framework.



When defining the objectives and indicators, keep in mind:

- The primary goal of the programme is to rehabilitate the critical infrastructure and identify (re) construction projects based on damage and needs assessments.
- Consider the feasibility and sustainability of the programme.
- The programme should address potential risks to mitigate the impacts of future hazards.
- Adopt a monitoring and evaluation framework that requires regular evaluation against performance indicators. For example, develop specific indicators to monitor the quality of construction, such as the standard of the roof structure, walls, structural elements, etc. The results of the evaluation should feed back into project planning and thus generate improvements in implementation.
- Include external mid-term and final evaluations in the project budget.
- Carry out a stakeholder analysis that identifies stakeholders; assesses their likely impact on the project; assesses the project's likely impact on them. Use this to create a stakeholder engagement strategy.
- General population should have access to water supply including safe drinking water, wastewater treatment, provisions for sanitation – both from an operational and maintenance perspective.
- The sites must be safe both during and after project completion. Aim to design and construct the building in order to achieve a zero accident record during construction.

2.2 Assessments

The aim of damage and needs assessment is to understand the situation in order to identify the extent of the damage caused and highlight the needs and capacities so that informed decisions can be made vis-à-vis the type and scale of the intervention. A project's success is dependent on the quality of the information gained through the assessment. Assessments will enable us to determine:

- what the type of damaged infrastructure and the extent of damage is
- what the needs of the immediate population relying on the infrastructure are
- whether the population is likely to leave because of loss of land
- whether more people are likely to move to the same area as a result of the new settlement
- whether the infrastructure will be sustainable both from an economic and social (culture and tradition) perspective.

Many assessments starting from the initial rapid, to targeted damage and needs (both short- and long-term) will take place following the disaster. Further following the development of project parameters and allocation of land it is imperative to undertake impact and hazard assessments as well.

The box on next page highlights the objectives of the damage, needs, impact and hazard assessments.

Damage assessment

- Together with the Host National Society, draw up an inventory of key infrastructure and undertake assessment to identify nature and extent of the damage caused by the disaster.
- Assess the remaining capacity and functionality of any damaged assets.
- Determine whether there are any secondary threats.
- Undertake detailed damage assessment, in coordination with other agencies and the relevant cluster, of the project you will be taking on.

Needs assessment

- Assess the immediate and long-term needs of the community. Immediate needs may include provision of temporary services or access to services nearby.
- Pay specific attention to the needs of affected women, girls, men and boys (sex and age disaggregated information and needs of specific vulnerable groups should be kept in mind).
- Determine resource availability and local capacity.
- Scope options for relief assistance, longer-term recovery and development.

Impact assessment

- Identify the likely impact of response on social, economic, environmental, etc., factors in the short- and long-term (i.e., five to 25 years) that the programme is designed to impact or may inadvertently end up impacting.

Hazard assessment

- After carrying out the damage, needs and impact assessments also conduct a mapping of the potential hazards and risks.
- Assess the type and frequency of the potential hazards the area may face.
- The infrastructure design should be resistant to the most likely hazard scenarios.
- The Host National Society is most likely to have access to the government's hazard maps. If and when hazard maps are not available through the government carry out hazard analysis.
- Ensure that clear and measurable objectives have been taken into consideration for hazard safety.

- Gauge the capacity of the affected population and local authorities to deal with the level of risk.
- Consider different performance objectives for critical facilities and infrastructure, factoring in the potential impact on the beneficiaries and local authorities since they are the ones who will be the end-users.
- If your analysis shows that the site is not fit for (re)construction, engage local authorities to identify a safer site. Do not agree to develop infrastructure on an unstable site. In the long-run it can jeopardize the reputation of the organization.



Key questions to ask yourself regarding damage, needs, impact and hazards assessments

- What is the extent of the damage?
- Should the damaged infrastructure be rehabilitated or (re)constructed?
- Who are the key stakeholders? Have they been consulted?
- Have gender considerations been kept in mind when identifying the needs of the women, girls, men and boys?
- Is the facility likely to be in use in the long-term?
- What are the strengths and weaknesses of existing construction technologies used?
- What kind of hazards is the area susceptible to?



Key to a successful assessment

- Consult with government and local authorities at all levels to obtain their perspective.
- Train personnel prior to undertaking assessments. In many cases, the Host National Society may nominate volunteers for assessments. Do not assume that they have the requisite skills set to take on specific assessments for the intended programme.
- Ensure the assessment team members are gender competent, balanced and sensitive to the cultural and traditional context. Needs of older persons and persons with disabilities (i.e., ramps for access, toilets for the persons with disabilities, etc.) are taken into consideration. Assessments should be carried out at the appropriate time.
- Ensure information is accurate. Biased information should be avoided. Balance conversations with the government with talks with long-term players in-country.
- Update and/or re-evaluate the needs and the appropriateness of response and recovery actions, as with time needs may change.
- Ensure unrealistic expectations are not raised.
- Set priorities and develop a clear action plan based on the results of the assessment.
- Identify and make resources available to carry out assessments (i.e., teams, finances, transportation, logistical support) as and when required. One aspect frequently overlooked is per diem for volunteers.



For further information, refer to the *Guidelines for assessment in emergencies*.

2.3 Organizational capacities and operating modalities

Before determining “who will do what,” it is pertinent to analyse the human and financial capacities and mandate of the Host National Society, Partner National Society and the IFRC’s secretariat. Based on this information, the Host National Society will determine the modality of operation when working with other National Societies on specific projects, whether it is:

- Unilateral – National Society operates on their own. Legal status of the operating National Society in-country should be clarified.
- Bi-lateral – the Host National Society works with other Partner National Societies or the IFRC’s secretariat.
- Multi-lateral – the Host National Society works with more than one Partner National Society and/or the IFRC’s secretariat.

All projects may also involve working in collaboration with other aid organizations and/or government authorities. Once the operational modality has been decided upon, and terms and conditions negotiated make sure that an agreement or an MoU covering all details is signed between the concerned parties.

It is necessary to identify gaps in capacity of personnel within the Red Cross Red Crescent context and prepare profiles for required roles for future engagement. Resources should also be identified for additional staff (e.g., computers, offices, cars, phones, accommodations, etc.).



Questions to ask yourself

- ↳ Does (re)construction fall under a core activity of the National Society's longer-term strategies? If not, are there other factors that would justify or necessitate their involvement in this particular programme?
- ↳ Does the National Society have experience in managing (re)construction projects? If not, what is the alternative?
- ↳ Is the Red Cross Red Crescent best placed to undertake the project at hand?
- ↳ Does the Host National Society have an engineering/technical department in place? If not, what are the resources they can draw upon to compensate for this?
- ↳ Are the Host National Society's financial systems in place to process frequent large sum payments?

Determine the context-specific environment (i.e., mandates, policies, building codes, legal framework, etc.) under which you will be operating. It is also essential to establish the past and current capacity in infrastructure development.

2.4 Human resources

All Red Cross Red Crescent staff must be knowledgeable of the local culture and traditions, local needs and experienced in the techniques (engineering) to be used in implementing the programme. It is essential that the staff is familiar with the relevant procedures and guidelines.

Ensure gender, religious and ethnic diversity and balance in the field teams to build a relationship of trust with all members of the community. A well founded, trusting relationship helps to better address prevailing needs. This is an important pre-condition for awareness-raising campaigns.

2.5 Define roles and responsibilities

Clearly defined roles and associated responsibilities contribute to the smooth running of a project. When personnel are made aware of what is expected of them, they are better placed to achieve their objectives. Clearly defined communications channels and levels of authorization also help contribute to achieving project goals. The roles of each Partner National Society in a bi- or multi-lateral response should be defined in the MoU. Each person within the team should understand his/her role.

2.6 Information management systems

Information management needs to be considered from the start of the project to ensure that all relevant communications, minutes of meetings, contact details for relevant agencies or people, assessments, etc., are retained and available for all to access as response develops. It is pertinent to ensure that there is a methodical electronic and hardcopy filing system in place from the start, i.e., with the arrival of the Regional Disaster Response Teams or Field Assessment Coordination Teams through to the departure of the final delegate (good handover notes, contact lists, meeting minutes and records of all main correspondences, including e-mails). The method of recording the information will depend on the resources available in-country and/or the level of technology people are used to. The documentation can be made available in the form of hand-written handover notes or electronic copies of the same.



Tips on managing documentation

- ✎ Ensure all staff are corresponding through generic e-mails and not personalized accounts. Generic organization accounts – shelterSL2005@ifrc.org are effective and should be provided from the start of the response. Talk to the systems administrator about how this can be done most effectively.
- ✎ In situations where this service is not possible to arrange through Red Cross Red Crescent resources, accounts can be set up via other providers, such as gmail – shelterSL2005@gmail.com. The generic e-mail account can then be handed over to the succeeding personnel. This option should be used as a last resort and with approval from IT.
- ✎ Install a network drive so all data is copied to one location.
- ✎ Provide sim cards to team members so that when there are changes in staff, the number associated with that role and all the relevant numbers are passed on to the next incumbent.
- ✎ Prepare simple templates for recording meeting minutes, contacts, numbers, etc.
- ✎ Refer to the IFRC's *Standardized filing system for offices in the field guidelines* (Secretariat Procedure #030) to create a systematic filing structure for naming electronic files (e.g., date-name-version-author.doc) as well as archiving.

The handover of vital information is critical. With a high turnover of staff, a lot of the institutional information is often lost. It is extremely unlikely that the personnel that are originally contracted for a given project will see the project to its completion. Experience in Sri Lanka has shown that it can take up to five years to complete projects with a number of different delegates in the same role during that period. However, key personnel in the contractor's

team are more likely to remain unchanged which gives them a distinct advantage during the contract period and while negotiating closure of contracts.

Staff members should record important information that may be overlooked during handovers – information such as those present during the time of negotiations; signing of MoU; what was discussed during critical meetings and who attended them, including contact details if available.



Keep in mind

- When using funds transferred from the IFRC's secretariat to a National Society, the National Society must maintain records and documents supporting project/programme expenditure for at least eight years. Refer to *Guidelines on document management and retention for National Societies* (Secretariat Procedure #004) for details.
- Building construction files contain a number of documents and need to be maintained and systematically filed. Refer to section 11-150-013 of the *Standardized filing system for offices in the field* (Secretariat Procedure #030) for further details.
- If the status agreement in-country, the local laws govern how long records need to be maintained or can be transferred to the IFRC's secretariat. The IFRC office has to obtain legal advice from a local lawyer on the duration for which files must be retained.



For further information on filing procedures, refer to *Guidelines on document management and retention for National Societies* (Secretariat Procedure #004) and *Standardized filing system for offices in the field* (Secretariat Procedure #030).

2.7 Memorandum of Understanding

An MoU establishes a framework for collaboration between the key stakeholders by clearly expressing the common goals of the parties who are entering the MoU. It is a 'high level' agreement and generally falls into two categories, either into an overarching programme or separate project MoUs forming a part of the programme.

Depending on the operating modality, the MoU should be signed between the: National Society and the entity; IFRC's secretariat through the National Society and the entity; or between IFRC's secretariat and the entity.

Any MoU should clearly stipulate the following:

- ↳ details of the organizations signatory to the MoU
- ↳ objectives of the arrangement and goals
- ↳ overall programme should be complimented with project specific MoUs
 - the budget for the project should be included for project-specific MoUs
- ↳ agreed actions and areas of support
- ↳ the number of years that the facility has to be used for the purpose it is being built
- ↳ ownership of the land
- ↳ strategies and mechanisms that will be adopted to deal with common issues
- ↳ timeframe: the terms of the MoU, i.e., an agreed start and review date
- ↳ agreed roles and responsibilities of each organization
 - clearly state whose responsibility it will be to provide funds and/or utilities such as water supply, electrical infrastructure, surface water and solid waste management
- ↳ liabilities and indemnifications
- ↳ government levied sales tax and import duty

- the designation of focal points within each organization
- a communications plan and/or dispute resolution statement
- agreed budget limits (in case of separate project MoUs).

The legal team that is reviewing the MoU should be well-versed with the in-country legislation. It is mandatory to run the MoU by the legal team to ensure all the necessary steps have been covered and there is no confusion about the terminology/language used. In the event that the MoU is being drafted and signed both in one of the working languages of the IFRC's secretariat and the local language, make sure to establish which version will be applicable in case a dispute arises. The MoU should be signed before the commencement of the programme and/or project.

In Sri Lanka's case, MoUs for housing projects were signed before the land was made available which made it very difficult to clearly define the scope of the projects and impossible to undertake risk/hazard assessment of the projects prior to committing to them. Other lessons learned in Sri Lanka included that the less information and details provided in an MoU, the harder it was to define the project and identify everyone's responsibilities which is critical at the completion of a project to tie up loose ends.

Refer to Section 3 and Annexes 2–2c for details and examples of sector specific project MOUs.

**Key questions to ask yourself before signing an MoU**

1. What information has been collected to define the MoU?
 - a. Have targeted assessments been carried out and did they identify the information required?
 - b. Have there been meetings with relevant government departments, NGOs and others that have had a long-term presence and history in-country?
2. What are the priority needs?
3. What kind of infrastructure projects is required to best address the identified needs?
 - a. Is the proposed infrastructure project sustainable?
 - b. Can the government provide adequate staff to assist and monitor the programme/projects implementation?
 - c. Will there be a stable population to warrant the works?
4. Do we have the adequate capacity and expertise to take on the programme/project?
5. What is the environmental impact and how will that affect the community?
6. Which other agencies are operating? What is their response?
7. Is the response coordinated and in line with the relevant cluster?
8. Who will the infrastructure be handed over to? Does the concerned party have the capacity to maintain the infrastructure?

2.8 Joint clientship

Joint clientship refers to an association of two or more individuals or entities, the “joint clients,” who are executing a contract with a third party to carry out a combined activity or project. Joint clients define their roles and responsibilities in a contract executed with a third party. In the absence of a clear distinction, all “joint clients” may be mutually liable for the act or omission of one joint client.

As the operation modalities for the Host National Society, IFRC’s secretariat and/or Partner National Society to implement projects can become complicated during an infrastructure project’s implementation, it is vital to ensure that contracts signed and undertaken with contractors and consultants are well defined in terms of parties to the contract with their respective roles and responsibilities.

In situations where the IFRC’s secretariat and/or Partner National Societies have a legal status, some Host National Societies may opt for them to be the main actors in a contract, if the infrastructure project is not considered as a core programme for the Host National Society in the longer-term.

Whichever modality is opted for the Host National Society, IFRC’s secretariat and/or Partner National Society must decide and formalize their relation as “primary” and “secondary” clients or project partners through a Project Cooperation Agreement (PCA). The PCA will clearly set out who between the Host National Society, IFRC’s secretariat and/or Partner National Society will act as the client and sign the consultant or constructor contract, and what will be the roles and responsibilities of each of them (**refer to Annex 2 for a sample PCA**). When the Partner National Society funds are being mobilized through a multi-lateral framework, then a Pledge Management Note will have to be agreed between the parties.



Keep in mind

- It is strongly advisable to avoid having joint clients to the contracts since it is often very difficult for the consultant or contractor to understand who is the primary client or the relevant client for a specific decision.
- It is easier if the Host National Society, IFRC's secretariat and/or Partner National Society agree who will act as the client before the consultant and contractor.
- All the same the channels of communication and decision-making processes between the Red Cross Red Crescent have to be well-defined and agreed to in advance of another contractual arrangement.

Experience in large-scale operations and programmes have shown that joint clientship between Red Cross Red Crescent partners do not always operate smoothly. It is advisable that Red Cross Red Crescent partners who do not act as the client witnesses the signing of contracts with consultants and contractors only, and then monitors and addresses grievances and clarifications through the client who signs the contract with the consultant or contractor.



Tip: When two or more “clients” are working with a contractor on the same project

- Keep the contract administration as simple as possible from the inception of negotiations and throughout the implementation phase.
- Clarify who (i.e., Host National Society, IFRC's secretariat and/or Partner National Society) will be the client and sign the contract from the beginning.
- Do not enter into contracts with either a consultant or contractor if the IFRC's secretariat or Partner National Society does not have legal status in the country they are operating. If the IFRC's secretariat/ Partner National Society wishes to operate:

- Bi-laterally with the Host National Society, then the Host National Society, as the legal party in the country, should be the client and sign the contracts directly with the consultant or contractor.
- Multi-laterally with the Host National Society/IFRC's secretariat and possibly other Partner National Societies for larger scale multi-donor projects, the IFRC's secretariat/Host National Society and Partner National Society will decide the best contractual modality to operate under. Their decision will also be contingent on the preferred modality that the Host National Society wishes to work under.

2.9 Review of legislation and good practice

It is essential to ensure that all projects are in line with and conform to national and/or local building codes. When reviewing the building codes it is important to determine whether they are adequate and applicable for infrastructure (re)construction.

In situations where building codes do not exist, or have not been enforced refer to IBC or UBC. Otherwise, research on local building good practices and/or study the existing codes and design criteria in neighbouring countries with similar hazards and construction practices can be conducted to inform the programme.

You can also refer to and review international good practices, building codes and design guidelines that are appropriate to the country context.

Some countries may have legislation that can restrict, for example:

- opening tenders for bids to international contractors
- importing second hand vehicles that are older than, e.g., five years.

2.10 Review of local construction capacity

Identify local construction practices and capacities that are relevant for the type of infrastructure project that you will be embarking upon. When carrying out assessments identify the weaknesses in structures that already exist, as well as the impact the hazard has had in order to be able to rectify them. This may include a study of the rate of degradation of the structure and its materials over time to assess its resilience against the hazard(s) that the region is likely to face. It is good to determine the strengths and durability of materials that will be used in the existing or proposed infrastructure.

In order to ensure that the infrastructure design and technology is appropriate and will be durable ensure that:

- ↳ The engineers, contractors, consultants are locally recruited since they are generally familiar with the local culture and traditions as well as the building codes.
- ↳ In situations where local capacity is lagging due to demand, skill levels, size of project, etc., it may be necessary to source consultants and contractors nationally or internationally. However, before doing so refer to in-country legislation and seek advice from the legal department.

2.11 Site selection for construction of new infrastructure

One of the most important steps in planning the (re)construction of infrastructure is the selection of the appropriate site. The land for (re)construction activities will be allocated by the government and local authorities. Before accepting the proposed site, ensure:

- ↳ Land is safe: Assess the kind of risks the area is likely to face. If rebuilding on site of damaged facility, determine whether

the structure was damaged as a result of poor workmanship or design.

- Access: Is the site easily accessible? Are there adequate transport facilities in close proximity?
- Has land ownership been verified?
- Utilities: Check with local authorities i.e., the water and electricity boards whether the water supply and electricity grid support the infrastructure that is being developed.
- What are the sanitation provisions?
- Carry out a feasibility study for developing or upgrading infrastructure in the given location as well as area.

If during land assessment it is clear that the land is not safe, do not accept to build there. Renegotiate with the authorities and advocate for the allocation of 'safe' land.

If the work involves constructing buildings such as hospitals, schools, etc., ensure that the site is well connected with public transport. Keep the needs of women, girls, men and boys of all age groups in mind when assessing the site.

2.12 Design

When drawing up the preliminary design, the consultant's brief should include that he/she needs to take the following into consideration: finance, construction skills, material availability and whether or not the design can cause a shortage of natural resources or result in price inflation of components that need to be procured locally. It is imperative to ensure that the designs are compatible and in line with the national and/or local building codes, culture and construction methods.

Locally experienced designers together with the Host National Society need to ensure that all culturally sensitive issues should be

accounted for at the design concept stage. Further liaising with the government, relevant line ministry and local authorities as well as coordination with the cluster during this process will benefit the project.

The relevant line ministry usually specifies the size and style of the infrastructure to be constructed with input from humanitarian agencies. In the absence of a functioning system in-country, the relevant clusters are a good source of knowledge to determine a unified approach to various issues that may arise at this stage.

In a rehabilitation project, it is necessary to factor in and identify an interim solution for potential disruption that may be caused due to the work being carried out.

When evaluating infrastructure technology options, consider the following:

- ↳ Financial and operational capacity of the line ministry/local authority responsible for service provision.
- ↳ Assess capital investment, operation and maintenance costs over the life of the project.
- ↳ Review the availability of parts and supplies in the long run.

Refer to Annex 4 for sample Confirmation paper for inspection of design documents.

2.13 Government levied sales tax and import duties

In certain cases there may be a need to import material and equipment. Most governments will provide a limited period of time where materials, vehicles and goods can be imported duty free. Issues that need to be identified are:

- ↳ What concessions is the government making?

- How long will the concessions be valid for?
- What procedures must be followed to qualify for exemptions?
- Is the exemption limited to certain materials or goods?
- How will the contractor claim the duties back?

Ensure that you have addressed ways to facilitate import and clearances and address this in the MoU. Negotiate sales tax and/or import duties and exemptions on purchases and payments for contractors/consultants with the government. If exemptions are not possible it is imperative to make provisions in the financial planning of the programme to be able to pay duty charges on imported goods.

2.14 Obtaining approvals

Obtaining approvals can be a time consuming and tedious process. However, if and when such a structure is in place in the country, it is essential to liaise with necessary authorities to obtain the approvals. The programme should support this process and liaise with relevant authorities to grant planning approval prior to commencement of construction.

When using a consultant, he/she will be responsible for ensuring that the designs meet the standards as well as being responsible for implementing the approvals process. If the Host National Society/ Partner National Society/IFRC's secretariat is responsible for obtaining approvals, the project/programme manager should identify the staff member who will be responsible for doing so.

When drawing up project MoUs and deciding on the roles and responsibilities, ensure that the MoU clearly stipulates who will be in charge of obtaining approvals.

Case study: Why obtain approvals?

In one of the project sites visited, construction of a community centre, which is housed on the grounds of a place of worship, was put on hold after the work had commenced. In Sri Lanka, community spaces are not to be built within religious complexes. However, due to an oversight in the approval process this issue was not picked up on until after the foundation had been laid and beams were up. Further the contractor who was brought on board to carry out the work declared himself insolvent and as a result had no cash flow. After a series of negotiations with the local authorities, work is now under way and the centre should be completed soon. However, had the approval process been followed initially, the time and resources (both human and financial) that went into negotiations as well as finding a new contractor to complete the works could have been saved and delays encountered avoided.

Lessons learned

- Ensure all approvals are obtained before work commences. In the long-run it will save both time and resources.
- Award contracts to contractors with a proven track record.

2.15 Procurement and tendering

The preparation of tender documents and the awarding of contracts is an intense process. It will have a large impact on the success of the project, and needs to be fully investigated to ensure the appropriate method has been selected for particular projects. At this stage, you will need to collaborate and work with colleagues at all levels (head of office, programme manager, logistics, among others) and depending on the operating modality in different locations (in-country, region, zone, secretariat). For details on task flow overview and who to involve at which level refer to Annex 1 of the IFRC tender manual in *Procurement of works and services for construction projects guidelines*.

When starting out with identifying contractors and tenders:

- ↘ Investigate available consultants and building contractors.
 - Open tenders for small-scale projects as well as in situations where large capacity exists within the market place.
 - Pre-tender qualification if competent contractors identified, especially for specialist projects, amongst field of unknowns.
- ↘ Assess workload, following a large-scale disaster – the good companies will be in high demand.
- ↘ Gauge scope of project in comparison with contractor's capacity.
- ↘ Determine method of contract engagement.
 - Traditional client consultant contractor (CCC)
 - Engage consultant via tender or direct hire
 - Tender for contractor either open or pre-qualified
 - Consultant provides site supervision and contract management.
 - Design and construct (D and C)
 - Tender is opened to pre-qualified contractors who undertake the tasks of both design and construction.
 - Site supervision is carried out either by a Red Cross Red Crescent delegate or an independent consultant.
 - A consultant may be brought on board to prepare concept plans prior to going to tender.
 - Partnership set-up (employed in the Maldives after the 2004 tsunami).
 - Partner National Society/IFRC's secretariat provide the government with funds based on milestones (e.g., foundation, frames, roofing, etc.) as well as to maintain oversight by monitoring and ensuring quality control through site supervisions.
 - The government is responsible for preparing and awarding traditional tenders for design followed by construction.
- ↘ Liaise with procurement department within country and at the secretariat to establish acceptable protocols and practises.
- ↘ Contract preparation and approval from legal in-country and at the secretariat. The contractors should comply with local

contract laws. In the absence of local contract laws follow *Fédération Internationale Des Ingénieurs-Conseils* or Joint Contracts Tribunal.

- If proceeding along traditional tender process, prepare Bill of Quantities (BoQ). An independent consultant should preferably prepare this.
- Ensure government approval for the project is obtained, including:
 - land access
 - land ownership verified
 - intent to transfer land ownership to end-user.
- Determine criteria for assessing preferred tender. Process of accepting lowest bidder does not always result in a good project.
- Provide contractor, consultant and Host National Society/ Partner National Society/IFRC's secretariat site representative with clear and concise guidelines for dealing with variations, claims, including:
 - information recording
 - levels of authority
 - grievances.
- Have clearly defined milestones in contracts, both for progress and finances.
- Gain an understanding of local seasons, religious practices and holidays, labour availability to be able to set realistic time-frames on the projects. Ensure that these are then reflected in the contract.
- If the contract includes a clause for liquidated damages, i.e., is a penalty levied for not completing the project as per schedule, is there any provision made for rewarding the contractor for completing the works prior to schedule.
- Upon contract completion, finalize variations and confirm compliance at all stages.
- Take measures to increase the capacity of the Host National Society and its branches during construction if this is an area of work which is relevant to their strategic core programmes.

2.16 Consultants and contractors

Prior to selecting consultants or going to tender, it is advisable to research capacity available in-country following the disaster. In cases such as Aceh where damage was complete, construction companies and labour had to be brought in from other areas. In Sri Lanka's case, one to two kilometres inland, the tsunami did not have a direct impact. While there may have been the capacity to embark on projects, it is important to take into consideration that prior to the tsunami, approximately 5,000 houses were constructed each year in Sri Lanka. Post-tsunami, there was a need to rebuild or repair 250,000 houses alone, over a three-year period. This put a massive strain on the existing capacity to deliver.

Large-scale projects where infrastructure such as roads, sewer and water networks require engagement of larger national or international firms that may then need to import labour to complete the project. Make sure to check national legislation on whether it is permitted to bring in international firms or import labour from another country.

Whilst it is important to ensure that all projects comply with local regulations and guidelines, with *Sphere standards* setting the minimum requirements, the working and living conditions of the labourers must be addressed in contracts and may require on-going involvement during the project.



Keep in mind

- ↳ it is important to assess the capacity of the potential contractor. This can be done by requesting that the contractor provide:
 - overview of recent projects carried out by the company
 - references from past clients
 - financial statements to prove company is financially solvent
 - licenses
 - government registration papers
 - insurances
 - curriculum vitae and profiles of full-time and key contract staff.

2.16.1 Role of the consultants

Consultants, preferably local, are required to prepare designs that are acceptable to the beneficiaries, the Red Cross Red Crescent and comply with government requirements. The engagement of consultants will depend upon the method of tendering that is proposed.

In the event that traditional tendering is preferred, then a consultant will be required to prepare concept designs to gain concept approval from government and receive feedback from the end-user to ensure the design is appropriate. Once all relevant parties have accepted this, final designs will be prepared for tendering. In D and C tendering, it may be beneficial to engage a consultant to prepare the concept plans to ensure that desired concept will be provided by tenderers.

Depending on the size and nature of the programme, various consultants may be required during the project, including architects, town planners and engineers. Due to the scale of certain disasters, there may not be many qualified personnel available due to commitments elsewhere or else those available may not fit the criteria. In the absence of qualified personnel for design input other sources may need to be consulted:

- end-user to provide greater input
- if the Host National Society has an engineering department, they may have technical personnel who can contribute
- technical staff from the cluster may be a source of direction.

Irrespective of which approach is used, the final design will need to be signed off by the government. If you are going for the CCC approach, the next step is to prepare tender documents for construction.

2.17 Options for contracting

There are many approaches that are available for contractor engagement. The preferred approach will depend on the local industry and what they are comfortable with (if the tenders are limited to local companies only).

2.17.1 Traditional contract

In the traditional contract, i.e., CCC, a consultant can be identified and engaged either directly or via a tender process, which may be open or pre-qualified. From a transparency and integrity point of view, it is not advisable to award direct contracts.

The benefits of engaging in this kind of contract is that the consultant is:

- independent of the contractor
- engaged as site engineer
- responsible for contract administration
- responsible for design and associated liability.

On the downside:

- long lead time is required with the tendering and ensuing evaluation of the tenders
- the project will be as good as the consultant is.

2.17.2 Turnkey/design and construct

Turnkey or D and C contracts, as they are also known, is a quicker method of getting projects underway. Since the contractor and consultant are both working together, this only requires one tender process. For D and C to be effective, it is vital that the IFRC prepare a detailed and concise requirements plan. Depending on the project, it may be necessary to engage an independent consultant to prepare concept plans as per requirements as well as assess the tenders. Evaluation of the contractor's bids can require a level of knowledge that is best provided by the independent consultant, as items and design may differ between the bids that are submitted for the same project.

As the consultant is a part of the contractor's team, site supervision by Host National Society/Partner National Society/IFRC's secretariat will be required during the construction phase. An independent consultant or a construction delegate can be tasked with site supervision.

The benefits of this type of contract are:

- ↳ a quicker contract selection duration due to single tender process
- ↳ liability rests with contractor's team.

The downside:

- ↳ There is a lack of independence on the part of the consultant since he/she requires greater supervision from the Host National Society/Partner National Society/IFRC's secretariat.
- ↳ In event of claims, the contractor and consultant can blame one another making it very difficult to resolve issues at hand.

2.17.3 Partnership set-up

In a partnership set-up, the Red Cross Red Crescent party provides funding to the government. The government then implements the programmes and executes the required contractual arrangements directly with the construction companies. In other words, the Red

Cross Red Crescent party is a donor. Nevertheless, for accountability purposes to its own donors, the IFRC will put controls in place such as providing for instalments to be made upon satisfactory completion of work at each stage. The IFRC will retain oversight of the project by approving all the designs, providing a site supervisor to monitor construction among other things.

The IFRC's secretariat decided to adopt this model right at the onset in the Maldives to manage large-scale construction projects. The government tendered the construction of the houses with the IFRC's secretariat involved at each step of the way, including the evaluation and approving the final decision to award the contracts. The contracts were signed in partnership with Maldivian government and experienced international construction companies. The government acted as the client in the relationship with the contractor and as such was responsible for legal liabilities arising from the contract. The IFRC's secretariat had an agreed role in monitoring workmanship and verifying work done before settling bills directly with the contractor.

The reasons for pursuing this arrangement in the Maldives were:

- lack of a National Society in-country
- the country has a centralized administrative set-up. The National Disaster Management Centre, brought together representatives of all relevant ministries, NGOs, civil society and international organizations, including the IFRC's secretariat, coordinated all donors who came in after the tsunami.

The main pitfall to this approach is that there can be issues around transparency in awarding the tender and managing the contract.

The table on the next page summarizes the three modalities and presents the pros and cons of each.

Modality	Positive	Negative
Traditional contract (CCC)	<ul style="list-style-type: none"> – Consultant is independent of contractor. – Consultant engaged to act as site engineer and contract administration. – Design responsibility rests with third party. 	<ul style="list-style-type: none"> – Lengthy process – tender for consultant then tender for contractor. – Quality of work is contingent on the competencies of the site supervisor.
Turnkey/D and C	<ul style="list-style-type: none"> – Quicker process as single tender is required for consultant and contract. – Variations are unlikely as contract is based on a lump sum. 	<ul style="list-style-type: none"> – Less independence of consultant since greater site supervision from the IFRC is required. – Employer’s requirements must be thorough and concise. – May require hiring independent consultant to provide concept design, bid assessment and site supervision.
Partnership set-up	<ul style="list-style-type: none"> – Removes responsibility from IFRC for contract administration. – Requires both donor and implementing partner to approve design and specifications. – Variations are unlikely as contract usually lump sum. 	<ul style="list-style-type: none"> – Not transparent. – Less control on the final product. – Heavily reliant on IFRC staff in the field for monitoring.

2.18 Tendering

At this stage, you will need to work together with colleagues from logistics and procurement. Depending on the operating modality and the size of the project, you may need to collaborate with colleagues in different locations (in-country, region, zone, secretariat). For details on task flow overview and who to involve at which level refer to Annex 1 of the IFRC tender manual in *Procurement of works and services for construction projects guidelines*.

The two most common methods for getting companies to submit tenders are either as open or pre-qualified tenders.

Open tenders are advertised in local newspapers or by locally accepted means of communication. Any company that meets the criteria defined for the project such as insurance cover, qualifications and relevant experience can submit their tender. This method is used mostly for small-scale tenders where local capacity exists.

Pre-qualified tenders are mostly used for large-scale projects. Specific companies are generally invited to submit their tender. The benefits of this modality is that well-established companies are more likely to submit tenders when competing against limited numbers of similar qualified groups.

2.19 Awarding tenders and contract preparation

The contracts to engage consultants and contractors should be prepared with the assistance of the Host National Society based on local legal advice as well as with the involvement of counterparts from logistics and procurement. Contract law is very complicated and guidance should be sought from either the Host National

Society or IFRC country office on the preferred contract template and defining conditions of contract administration. The two most globally recognized contract forms include:

- ↳ *Fédération Internationale Des Ingénieurs-Conseils*
 - red book and green book for traditional contract
 - silver book for D and C.
- ↳ Joint Contracts Tribunal based on the British model.

In awarding tenders, the selection criteria should be well thought out. It must be ensured that the criteria correspond to the main needs of the project. Field studies in Sri Lanka revealed that the main selection criteria for awarding tenders was based on the lowest bid even though this did not always necessarily comply with the recommended procedures. The consequence of this was that in certain cases contracts were very difficult to administer, as the successful tenderer could not afford to finish the contracts in a timely and professional manner since they did not fit the other criteria that had been defined for awarding the tender.

- ↳ Ensure that the tendering process for employing contractors and consultants is undertaken in accordance with the applicable IFRC tendering rules and procedures. They should reflect common internationally accepted standards of transparency and competitive bidding, ensuring 'best value' (based on the set criteria, i.e., price, quality, capacity, etc.) in the procurement of all construction works.
- ↳ Make sure that all necessary permits and approvals are obtained prior to commencement of the works.
- ↳ Establish a committee, which shall be tasked with the long-term management, operation and maintenance of infrastructure systems.

**Tips**

- Request samples from contractors for prime cost items (toilets, door handles, light fittings, etc.) prior to signing-off.
- Provide recognizable standard materials for contractors to order against and demand certification of compliance.

2.20 Contract variations – considerations

Variations are inherent and as such should be expected in all construction projects, for the following reasons:

- change of requirements/plans by the end-user/interim client
- changes, errors and omissions in design
- errors/under/over-measurement in the BoQ
- change in design by consultant/client
- substitution of materials or procedures
- changes in legislation during the construction period requiring upgrading
- additional foundation requirements due to localized poor site conditions
- poor cash flow and payments made to the contractor.

Traditional tender procedures are more likely to be subject to variations than D and C contracts, as these are invariably awarded on a lump sum fixed price basis thereby not being subject to re-measurement. Whatever procurement path is decided upon, it is advisable to undertake as much time and effort available in scoping out the project's design requirements to minimize variations during construction. It is vital that the contract BoQ/scope are as detailed and explicit as possible so that it can be used as a baseline to evaluate and measure any possible variations that come up in the future.

A contingency should be factored into all contracts to allow for possible variations and additional unforeseen project costs. The contingency percentage will be dependent on what is deemed acceptable in a local context. Contracts have to address variations and how they are handled. As variation control needs strong technical and administration skills, a competent individual or team, experienced in handling such matters, should undertake this role.

Variations can result in:

- ↳ additional costs claimed by consultant and contractor
- ↳ time extension to contract.

Additional costs may be incurred not only as a result of the measured works, the actual item or element that is varied, but also to the consultant who may have to undertake a design review and subsequently issue new drawings and/or provide additional supervision. The contractor may require additional resources to address variations or engage more labour. All these costs have to be recognized and verified by the consultant as well as accepted by the IFRC's secretariat or the contracting National Society.

Variations may also result in the contractor having to request for an extension to the contract period. The consultant will be instrumental in assessing the claim. Thereafter, the parties can negotiate possible extensions.

The main procedures used in costing and awarding variations are as follows:

- ↳ If unit prices are used as part of the contract, which is the case if a BoQ is utilized, these can form the basis of change work pricing for works that are identical or similar in nature. However, the unit rates as per the original contract should only be used as a basis. The evaluation and award of variations should be established before the variation works is implemented.

- Price and schedule adjustments should be negotiated prior to the start of variation.
- The contractor is directed to proceed with the works by the consultant ‘with after the fact adjustment.’

In line with the IFRC *Procurement of works and services for construction guidelines*, in case of traditional tender projects, the first option is preferred. The other two procedures are not encouraged unless they are the only options available. This may be the case in D and C contracts, as the contractor may not have prepared a BoQ.

Research has shown that with thorough traditional contracting modalities with competent designers and consultants that variations in scope can be between six to ten per cent. The IFRC’s *Procurement of works and services for construction guidelines* identifies authorization levels that are acceptable within the IFRC for approval without having to seek authority from higher levels.

Refer to **Annex 5 for Levels of authorization for each tender procedure for construction works.**

2.20.1 Price fluctuation clauses with construction contracts as a form of variation

In many countries, where there is high inflation and materials are imported which results in fluctuating prices, it is normal practice to award construction contracts on a re-measurement basis and to include price fluctuation. The payment of price fluctuation over and above the contract value by the client to the contractor is based on a set of base costs for labour, material and plant items at the time of signing of the contract.

Most governments issue a revised set of price indices, usually on a monthly basis, that reflects increased costs for items. These should then be inputted into the contract rates by the consultant and any extra costs due to price fluctuations have to be borne by the client

(in this case the IFRC's secretariat or the Host National Society). As this is a very cumbersome and risky process for the client, it is advisable to attempt to award all contracts without price fluctuations. One option to avoid the issue is to float tenders with the option for the contractor to price with or without fluctuation allowed. It will then be the decision of the consultant and client to evaluate whether the option to award with or without price fluctuation is a better option to reduce the risks to the client.

Should the contract be awarded with price fluctuation allowed, the client must allow enough contingency in the project budget allocation to allow for the extra costs. In the case of price fluctuation, advice from the procurement and finance departments prior to tender floatation is essential.

2.21 Construction

Construction quality will be largely dependent on the standard and frequency of technical support as well as detailed specification of elements, design and quality of consultant and contractor. The number of staff members in the field will be mostly determined by the regularity with which they must visit each site. It is imperative to assign the appropriate staff to monitor the quality of the construction. Lack of adequate qualified technical staff can result in poor construction monitoring and low-quality infrastructure.

Ensure that there is capacity to provide sufficient and appropriate technical assistance by carefully allocating technical staff to supervise work on regular basis. The construction team should be diverse and include personnel not only with a technical background, but also site and contract managers as well as architects to oversee the design and user interface of buildings and end-users.

2.21.1 Final completion of works

For the closure of consultancy contracts, design, construction tender floatation and award and site supervision services – contracts cannot be closed and signed-off until the contractor's final account has been completed. It is vital that when settling and signing-off the consultant's contract that the client has kept all necessary correspondence with the consultant up-to-date. Often at the closure of consultancy contracts disputes may arise if the construction contract has:

- overrun
- changed in scope or design
- incurred disputes which the consultant has had to utilize additional time and resources to complete the project.

In cases of disputes, you may need to go over previous correspondences. Hence it is vital to have standard and well-kept files as well as good handover notes between changing team members as it is unlikely that the one who negotiated the contracts will not be the one to close them (for further details refer to the information management systems section).

It maybe fair and reasonable for the consultant to claim and be reimbursed for additional costs over and above the original contract, but for audit purposes, it is vital that the client documents the additional payments thoroughly.

If the consultancy contracts are split into different packages, say one for design and then one for site supervision, it is vital to close off the contracts as soon as the deliverables are completed to avoid carrying over finalization of these contracts to the very last close out matters for the project or programme. In all cases the client should obtain a no claim certificate from the consultant at the end of the consultancy to state that there will be no more claims to the client for said consultancy services.

Refer to Annex 6 for Certificate – final completion of works.

2.21.2 Maintenance and handover

A thorough handover of the completed facility to local authorities and/or end-user is crucial to ensure sustainability of the infrastructure that has been developed. The IFRC needs to factor in training the end-user on the technical aspects of operation and maintenance as well as financial management.

Ensure that the programmes have a capacity-building component indicated in the proposal. Appropriate trainings must be conducted to sensitize the end-user on 'how to use' and 'maintain' the relevant infrastructure.

Furthermore, it is essential that the services that are being offered are affordable from an operational perspective as well as maintenance. More often than not, this is an issue that is overlooked during the design phase.

Refer to Annex 7 for Certificate – handover of site and building(s) to the end-user.

2.21.3 Defects liability period

When handing over the facility to the end-user take time to make them aware of the DLP and its purpose. It is not unusual for there to be confusion over what is and is not covered by DLP. For example, fair wear and tear and consumable items such as light bulbs and marks on walls made after occupation are not covered; however, windows that do not open or leaking rooves are covered under DLP. It is generally a period of 12 months following the practical completion of works, during which the end-user may require the contractor to return to the site to rectify any defective work or materials.

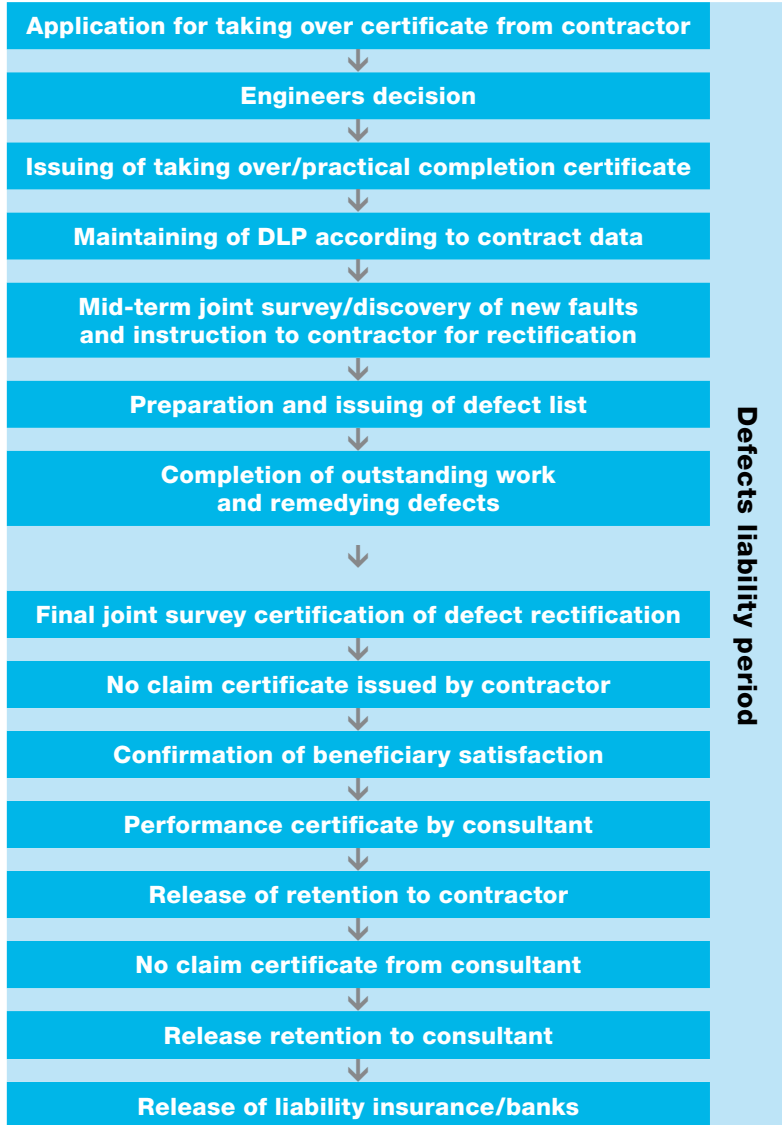
The table and flow chart below provide an overview on how to manage risks during the DLP.

For further details, refer to Section 3, Hospitals – case study under the Maintenance and handover section. Refer to Annex 8 for Guidelines to monitor defects liability period.

Managing risk – during defects liability period

Perspective	Objective	Tools applied
Financial	<p>To ensure the final amount (set-offs deductions) to which employer entitled under the contract.</p> <p>To ensure maximum/reasonable output for investment.</p>	<ol style="list-style-type: none"> 1. % retention policy on contractor, consultant payment (% up to end of defects liability). 2. Insurance policy extension to cover DLP (performance bond). 3. Insurance coverage through CAR policy up to end of DLP. 4. No claim certificate from the contractor.
Technical	<p>To ensure that the contractor/consultants meet contractual obligations.</p> <p>To ensure the services throughout/ up to the DLP.</p> <p>To ensure quality delivery and to minimize defects.</p> <p>Not to nullify equipment and warranties.</p>	<ol style="list-style-type: none"> 1. Completion certificate. 2. Mid-term joint surveyor report. 3. Defects rectification certificate. 4. Contractors all risk insurance extension for the rectification period. 5. Warranties.
Social	<p>To ensure the downward accountability of the end-user and to enhance the image of Red Cross and Red Crescent.</p> <p>Establishing practical completion principals tests (functional tests).</p> <p>Briefing the end-user regarding, rectifying the defects during DLP. Information about contractual/non-contractual defects.</p>	<ol style="list-style-type: none"> 1. End-user confirmation regarding quality of the infrastructure. 2. Functional tests. 3. Completion tests from end-user. 4. Safety test training and maintenance. 5. Inconvenience test – due to inconvenience defect. 6. Authority test. 7. Miscellaneous test.

Monitoring of defects liability period



2.22 Monitoring

Monitoring entails collecting and reviewing information that reveals how an operation is proceeding and what aspects of it, if any, need to be adapted as the programme progresses. Monitoring occurs throughout the operation. A baseline study is usually conducted before the operation begins.



An effective monitoring system should have the following elements:

- ↳ baseline information
- ↳ indicators against which progress can be monitored and impact measured
- ↳ means to gather the information
- ↳ analysis of information
- ↳ present and communicate the results.

For further details on what steps to take when embarking on monitoring and evaluation of the project/programme, refer to IFRC's *Project/programme monitoring and evaluation guide*.

2.22.1 Controls and verification

The operational and financial aspects of the programme should be continuously monitored and reviewed. This is an on-going process throughout the life of the programme which should identify, clarify and rectify all aspects of weakness found in the operational and financial management of the project.

- ↳ Consolidate data and forecast at the field-level and ensure their compliance with policies and procedures, and their accuracy.
- ↳ Maintain periodic visits to the field offices to review the process and documentation ensuring the established controls are adhered to.
- ↳ Ensure that the necessary financial systems are in place that allow systematic transactions.

2.22.2 Programme reporting

Reporting is an integral part of monitoring. Information gathered during the monitoring phase is:

- ↳ compiled in reports
- ↳ shared with implementing partners, donors and beneficiaries
- ↳ used to draw conclusions in evaluations.

Case study: A good practice on reporting

In one of the hospital (re)construction projects, the following roles and responsibilities were defined by the IFRC vis-à-vis implementation and monitoring of the project.

A consultant/contractor was brought on board and made responsible for the daily monitoring of works onsite. He/she in turn was to report to the field construction delegate who had overall responsibility for monitoring the construction activities. The field construction delegate received weekly progress reports from the consultant/contractor and was responsible for reporting on the progress of the works to the construction programme manager.

The hospital project also had a water and sanitation component to it. The water and sanitation delegate was responsible for monitoring the water, wastewater and solid waste related activities and worked closely with the water and sanitation technical officer.

The construction programme manager was in charge of preparing monthly and quarterly progress reports of the overall project and was to submit them to the country coordinator. Monthly reports were based on standard IFRC reporting formats. Quarterly reports provided more analytical information about the working environment, constraints and achievements of the expected results using relevant indicators as well as future plans and implementation requirements.

The country coordinator compiled the monthly and quarterly reports for the programmes and shared them with all the relevant stakeholders.

A senior construction advisor and water and sanitation coordinator carried out quarterly visits to monitor the activities. The aim of this activity was to provide overall guidance for the project management staff so that necessary strategic adjustments for the project plan were made according to the prevailing working environment.

Define report types, purpose, content and regularity. Determine the audience and keep the format for the reports easy and simple to use. Also establish who will both prepare and review them.

To ensure that reporting is standardized, use the IFRC reporting templates.

2.23 Evaluations

Evaluation is the systematic and objective assessment of an on-going or completed operation, programme or policy, its design, implementation and results. The aim is to determine the relevance and fulfilment of objectives, as well as efficiency, effectiveness, impact (overall goal) and sustainability. An evaluation should provide information that is credible and useful, enabling the incorporation of lessons into management decision-making.

Evaluations are carried out at different points of the project/programme cycle. It is imperative to ensure that evaluations are objective and conducted periodically. Recommendations from evaluations should be used to improve the pitfalls identified in the programme.

The evaluation should:

- Determine the relevance and the fulfilment of the programme's objectives through criteria of efficiency, impact, relevance and sustainability.
- Consider including stakeholders, especially beneficiaries, in the evaluation process.
- Ensure that unintended changes, positive and negative, are recorded and taken into consideration in future implementation.



For further details on what steps to take when embarking on monitoring and evaluation of the project/programme, refer to the IFRC's *Project/programme monitoring and evaluation guide*.

In this section, we have discussed:

1. The RBM approach to project/programme planning. The programme project cycle – what it entails.
2. Projects have been identified on the basis of damage, needs, impact assessments taking gender considerations into account.
3. Assessing the capacity of all key players involved and defining the operating modality:
 - a. unilateral
 - b. bi-lateral
 - c. multi-lateral.
4. Clearly establishing roles and associated levels of responsibilities.
5. Ensuring a durable information management system is in place from the onset.
6. An MoU is signed before the work begins.
7. The importance of complying with the local or national building codes. In the absence of these refer to the *Spheres standards* or familiarise yourself with local building practice.
8. The necessity of familiarising yourself with local construction methods and assessing available capacity.
9. Key considerations that need to be kept in mind during site selection.
10. Based on the needs assessments that have been undertaken and the review of the local building methods, legislation and building capacities, engage consultants and prepare preliminary designs.
 - a. For hospitals, talk with the MoH to understand their needs and then compare this to the needs of the doctors and nurses working in the field. Also coordinate with the health cluster.
 - b. For water projects, talk with the relevant ministry or water board about the big picture and requirements, which may be for a reticulated system throughout a community. Then talk to the end-user, see if they have the capacity to pay for the service. Ensure that the initiative is coordinated with the WASH cluster.
 - c. For school facilities engage with the Ministry of Education and the education cluster.
11. The need to obtain approvals from the relevant line ministries, local authorities, end-users from the concept design phase to the final design.

12. Identification of the best contract engagement should be context specific and based on the assessment of the local industry.
13. Establishing contract management practices to ensure good communication between all parties and clear lines for contract dispute resolution, variations and grievances. Documentation of this process will ensure a smooth close out of the project.
14. Acceptance of all works and final completion certificates are issued.
15. That all relevant documents outlining the DLP and maintenance of all equipment are provided to the end-user.
16. Systematic monitoring of whether the projects are on schedule. Should there be any delays, address the issues with the relevant party concerned and keep key stakeholders informed.
17. The importance of evaluating the relevance and suitability of the projects for future reference.



SECTION 3/
SECTOR-SPECIFIC
INFRASTRUCTURE

3.1 Health

As per *Sphere standards*, “healthcare facilities should be constructed or repaired to be disaster-resilient and to ensure safety and access to all. Such facilities should comply with sector-specific construction standards and approval procedures, including accessibility requirements for those with mobility, visual or communication disabilities.”¹

In most countries, government run hospitals and clinics mostly provide health services. Hospitals normally provide emergency and/or secondary medical care and as such require special consideration in order to continue to provide services under normal circumstances as well as in post-disaster situations.



Tip: Working with authorities and partners

- Incorporate time for building and maintaining relationships with local/national government into project planning. Be aware that this process:
 - can be time-consuming
 - the importance of the involvement of delegates or senior local staff, as government officials may tend to be unresponsive to requests from staff they perceive as junior.
- Build and maintain a close working relationship with the local health authorities throughout project implementation.
- Address areas of potential disagreement as they crop up else this may have a negative impact on the project.
- In the event where disputes with local authorities cannot be sorted unilaterally, approach superiors for support

¹ The Sphere Project. *Humanitarian Charter and Minimum Standards in Humanitarian Response*. Geneva, 2011.

and guidance. Ensure that the dispute resolution mechanism is culturally acceptable. For example, in certain cultures, it is not acceptable for a younger person to step in or approach an older person to resolve a dispute.

3.1.1 Partnerships and MoUs

When embarking on (re)construction projects for health infrastructure, linkages with the relevant government line ministries, local authorities and collaboration with the health cluster should be encouraged. This approach will:

- ↳ enhance synergy
- ↳ reduce duplication of efforts
- ↳ encourage better use of resources
- ↳ promote good practice and ensure sustainability.

To strengthen partnerships and coordination at all levels of intervention, regular meetings or workshops should be held in order to define and update roles and clarify expectations of the various stakeholders.

Steering committees composed of all stakeholders involved in the project management and representing all the administrative levels of the project should be established for information sharing, decision-making and coordination of technical support from MoH, electricity and water boards and other key partners.

MoUs or appropriate partnership agreements should be entered into between stakeholder groups such as the Host National Society, Partner National Society, IFRC's secretariat, government/MoH and other essential authorities like the electricity and water board. MoUs must clearly state roles and responsibilities of all parties and be reviewed and sanctioned by the IFRC's secretariat legal team. It should be as detailed as possible and define the programme's overall components (hospital, water supply, sewer, etc.) and clearly indicate the timeframe and budget.

For further details on what should be included in programme MoUs refer to Section 2 MoU as well as Annex 3 and 3a for examples of MoUs.

3.1.2 Site selection

One of the most important steps in planning the (re)construction of healthcare facilities is the selection of an appropriate site. The land for (re)construction activities will be allocated by the government and local authorities. Before accepting the allocated site, ensure:

- Land is safe: assess the kind of risks the area is likely to face. If rebuilding on site of a damaged facility, determine whether the structure was damaged as a result of poor workmanship or design.
- Access: is the site easily accessible? Are there adequate transport facilities in close proximity?
- Has land ownership been verified?
- Utilities: will the water supply, electricity grid support the infrastructure that is being developed?
- What are the sanitation provisions?
- Carry out a feasibility study.

If during the site assessment it is clear that the site is not safe, do not accept to build there. Renegotiate with the authorities and advocate for 'safe' land.

3.1.3 Gender responsive health infrastructure

Gender considerations specifically in reach to rural health services necessitates the identification of gender analysis vis-à-vis access to services. To enable this, it is essential to focus on gathering sex and age disaggregated data as the foundation for improved understanding of the gendered barriers for women, girls, boys and men to equal access to basic health services and facilities. It is important to identify taboos and cultural practices, which may prevent women from accessing health facilities. For example, in certain societies it may be deemed inappropriate for a male health-care worker to examine women.

Healthcare facilities should be located in safe and secure areas. The main issue to take into consideration from a gender perspective is:

- ↳ Accessibility to the facility – it is also imperative to address what women and girls, men and boys require to safely access the healthcare services – transport, opening hours, well-lit roads, etc.).

3.1.4 Design

The design phase involves a series of decisions that need to be taken into consideration. The following issues should be addressed from the onset of the development of the project:

- ↳ selection of the site for the building
- ↳ structure and size of the building
- ↳ utilities: water and sanitation needs need to be taken into consideration (refer to the water and sanitation section for further information)
- ↳ waste management system which is appropriate for a hospital, keeping in mind environmental standards
- ↳ safety and security of patients and staff should be addressed in the overall planning
- ↳ accessibility for patients with disabilities and older persons – for example, ramps instead of lifts in terms of long-term maintenance and better access/exit in times of disasters, i.e., exit in the context of earthquakes; access in time of flooding, cyclones and tsunamis.
- ↳ local culture and traditions have to be considered in the planning of the facility respecting the needs of women and men
- ↳ address the size and function of each space and design features
- ↳ include the projected occupancy load, numbers of staff, patients, residents, visitors
- ↳ the types and projected numbers of procedures in treatment areas
- ↳ structure should be sustainable – maintenance costs once the building is handed over to the recipient

- construction materials used should be durable and compatible with the climatic conditions.



Keep in mind

Costs are affected by availability of materials, equipment and labour, and time taken for constructing the site. During the planning phase build in a provision for maintenance costs to cover the interim period of handing over the facility to the recipient versus the recipient's budgetary cycle.

Case study: Design issues

In one of the facilities visited, it was noted that the overall structure was massive and not easy to maintain. It would require a series of people to come in to clean the premises on a daily basis. From a safety and security perspective the design was also flawed. The space could be better utilized; there are massive verandas and corridors which get flooded during the rainy season since they are not properly designed. The toilet windows were too low and easy to peek in. As a measure of security and safety, the windows have been covered with paper. Further, given the climate in the area is dry and windy; the tiles used for the ceiling on the exterior are not the right type (such tiles should be used inside a building). The ceiling started falling off within a month of the building being handed over. It poses a safety threat. The person in charge was not made aware of the DLP during the handover process. As a result, the guarantee period to carry out repairs has expired. The water tank is open and difficult to clean and maintain. A fair amount of work needs to be undertaken to secure the facility.

Lessons learned

- If those who are going to be primary users and responsible to maintain the infrastructure are left out from the decision-making process, the facility can deteriorate from lack of maintenance in the years to come.
- Ensure that the building designs are gender sensitive and keep local building structures and good practices in mind.
- Local technologies and materials that are durable and inexpensive to maintain reduce long-term maintenance costs.

3.1.5 Procurement and tenders

Both, national and international contractors may be invited to tender (refer to the *Procurement of works and services for construction projects* for details). However, before inviting international companies to bid, consult in-country legislation to see whether it is allowed.

Besides construction material, the procurement may also include providing the hospital with equipment.

Case study: Procurement of equipment

In Sri Lanka, all hospital rehabilitation and (re)construction projects include fit-out after completion. The process followed was that during the project concept phase, a budget was developed for the build works as well as for the equipment. Since it was not always possible to accurately determine the equipment budget due to different needs of each hospital, a percentage of build costs was allocated for procuring the equipment. During construction works, the relevant line ministry, i.e., health, was asked to provide a 'wish list,' (a list of all the equipment they would like to procure for the facility). These costs were then factored either by the donor, the Red Cross Red Crescent or the government. In most cases the 'wish list' exceeded the budget. Negotiations were undertaken to identify the critical items followed by other items of the 'wish list' until the budget was exhausted. The specification for the identified items by the MoH, both technical and quality, were provided by the health department and given to the donor for review prior to purchase. The two options for purchasing are:

- MoH procures all approved items – preferred option.
- Red Cross Red Crescent procures all items and then donates them to the relevant department. In this case be sure to follow the IFRC's secretariat or Host National Society/Partner National Society procurement procedures.
- If there are in-country procurement standards in place for equipment, make sure to follow those standards.

For further information refer to the procurement and tender Section 2. Also refer to Annex 4 for Levels of authorization for each tender procedure for construction works.

3.1.6 Quality control

For any (re)construction project to be successful and sustainable, it is imperative to ensure that quality control measures are put in place and adhered to throughout the project cycle, i.e., from feasibility study and design to (re)construction and installation of fittings and equipment. Through the (re)construction and installation phases regularly monitor and check since it cuts back on repair costs after the project is completed.

As such, quality assurance and monitoring are programme priorities. Technical staff should visit the site and check the building materials at different stages to monitor the quality of the construction. Make sure that the project is being implemented as per plan, specifications, permit requirements and following the building codes.

It is important to ensure that upon completion, the facilities that are being handed over are safe and of quality.

3.1.7 Maintenance and handover

Typically a combination of the ministries (development, water and sanitation, environment, etc.) is responsible for regulating and financing the systems being restored as well as service providers/local authorities (water board, electricity board, waste management board, etc.) should be involved in decisions regarding the rehabilitation and/or development of critical infrastructure. It is essential to ensure that:

- ↘ the infrastructure that is being constructed is durable
- ↘ can be maintained properly by the relevant authority after it is handed over.

**Keep in mind**

It is crucial that the authority that is eventually going to be in charge of maintaining the infrastructure is involved in the (re)construction decisions and discussions and can influence the decision-making process.

**Tips for when handing over the infrastructure**

- ↘ Ensure that you do a site check along with the authorities to inspect that everything is in working condition.
- ↘ Document the handover process and keep a copy of the checklist for recording purposes.
- ↘ Make the authorities aware of the DLP – generally a 12-month duration within which they can get in touch with the contractor should anything need to be repaired.
- ↘ Ensure that the contractor has provided copies of the drawings of work as executed upon the completion of the project.
- ↘ Maintain a list of key people to contact along with key dates. This should be shared with the authorities at the time of the handover.

Refer to Annex 9 for checklist of Approvals from authorities/ relevant documents required to complete hospital projects.

Case study: Importance of thinking through maintenance costs and handover procedures

In comparing two base hospitals that were visited, the upkeep of one of the hospitals was particularly challenging. Both hospitals were classified as ‘base’ hospitals therefore received similar maintenance budgets. One facility had significantly more air-conditioning systems, toilets and consumables, such as lights, whilst the other was more in line with standard government designs relying on natural ventilation assisted with fans and maximizing on the use of natural light. The utility bills in this case were significantly low in comparison to the first hospital that was visited. The medical superintendent in charge of the more luxuriously equipped hospital had to resort to fundraising from the community to maintain the hospital premises.

Further, the signs signalling directions to the x-ray, ECG, etc., embossed on stainless steel plaques were originally only in English and had no added value. The hospital authorities had to re-do the signs to read both in English and the local language so that patients could understand what is written.

In the second hospital that was visited, the hospital authorities were involved in the discussions from the onset. They concentrated more on upgrading the hospital to cater to the needs of the population. The air-conditioning was limited to the operation theatre and the intensive care unit. An intensive handover was carried out with the medical superintendent who was in turn well aware of the DLP and was availing the services of the contractor to fix the seepage and other defects that had been picked up on.

Lessons learned

- There were gaps in the authorized design standards for the health infrastructure.
- One specialist largely managed the construction of health infrastructure. Though very knowledgeable, it is impossible for one person to oversee all the health projects that were being implemented.
- In the absence of standards, the quality and/or designs of buildings were not uniform and left to the choice of individual architects, contractors or hospital officials who altered the designs based on personal preferences rather than needs.

3.2 Water supply and sanitation

As per *Sphere standards* “water supply and sanitation facilities in areas where shelter assistance is being provided is necessary to ensure the health and dignity of the affected population.”² As such water supply and sanitation are integral to (re)construction projects and should be factored in from the onset ensuring significant budget and time allocations. It is a must that appropriate assessments are carried out before any intervention, confirming the need as well as avoiding duplication of efforts made by other organizations and/or the government. All water and sanitation projects should conform to the local processes and procedures as well as be in line with the IFRC’s water and sanitation policy (see **Annex 11**).

The IFRC’s programming and advocacy aims to incorporate water and sanitation objectives into general health and development programmes and in emergency operations. Water and sanitation projects cover access to:

- ↳ potable water
- ↳ excreta disposal
- ↳ vector control
- ↳ solid and liquid waste management
- ↳ hygiene promotion.

Personal hygiene facilitated by access to safe water supply together with appropriate sanitation facilities is extremely important from a health perspective.

Risk assessments should address longer-term maintenance issues. Risks associated with the sustainability of systems need to be well considered.

² *Ibid.*

It requires ‘software’ (community, consultation and mobilization) experts to lead activities related to hygiene promotion and ‘hardware’ experts to develop engineered solutions. The programme must have access to both skill sets. Software must be established in parallel or before introducing the hardware. Further, health education should be given in the community to explain the links between hygiene behaviour and health.



Tips for when designing a water and sanitation project

- Local knowledge and advice is central for the programme to be successful.
- Ensure community participation (including women, girls, men and boys and older persons) when designing the programme.
- Cultural and traditional background information on the target community should be sought prior to approaching the community.
- Ensure that any water and sanitation intervention is gender sensitive. What knowledge do women, girls, men and boys have about the links between health and water, sanitation and hygiene?
- The physical designs for the water points and toilets should be proportionate to the number and needs of the target population, refer to the *Sphere standards*.
- The selection of appropriate technical options and management system should involve the community through a participatory process.
- Only after there is a firm commitment from the community, buy-in from the government and clear understanding of “who is responsible for what” should the engineering work commence.

Programming should achieve a balance between both water supply and sanitation activities. Sanitation is often more complex and costly than water supply; however, it is equally essential in

improving human health and dignity. Sanitation includes toilets, solid waste, drainage and vector control.

3.2.1 Partnerships and MoUs

A partnership approach should be built on strengths and experiences of the National Societies in water and sanitation field. Linkages with the relevant government line ministries and the water board and collaboration with WASH cluster should be encouraged. This approach enhances synergy, reduces duplication of efforts, encourages better use of resources and creates linkages to promote good practice and ensures sustainability.



Tips to strengthen partnerships and coordination linkages at all levels of the intervention

- ✎ Hold regular meetings or workshops in order to define and update roles and clarify expectations of the various stakeholders.
- ✎ Sign MoUs or programme agreements with stakeholder groups such as the Host National Society, Partner National Society, IFRC's secretariat and line ministries/water board.
- ✎ Define roles and responsibilities in the MoUs and/or programme agreement.
- ✎ Establish steering committees composed of all the stakeholders involved in the project management and representing all the administrative levels.
- ✎ Share information, make informed decisions, register community committees and coordinate technical support from government line ministries and other partners.

For further details on what should be included in MoUs refer to Section 2 MoU as well as Annex 3 and 3b for examples of MoUs.

3.2.2 Site selection

One of the most important criteria to keep in mind is the availability of an adequate amount of water all year around for both water and sanitation projects. Never select a site solely on the assumption that water can be found by drilling, digging or trucking.

- ↘ Drilling may not be feasible or may not provide water in an adequate quantity and quality.
- ↘ Trucking of water over a long period is not a viable option.

As per *Sphere standards*, communal water points should be established in safe and well-lit areas and should be in walking distance from the settlement. It is also essential to make sure that the community coming to the new settlement makes proper use of local water resource in order to prevent potential conflicts with the host community.

From a sanitation perspective it is important to make sure that excreta disposal structures do not collapse or contaminate water supplies. Drainage of wastewater must be adequately addressed. Hand washing and other hygiene activities should be promoted. From an environmental perspective it is important to ensure that a good and easy to maintain sanitation system is in place. If the sanitation system is not up to standard it can lead to groundwater pollution and land degradation.

Case study: Settlements and associated infrastructure

In one of the condominium project's that was visited, it was agreed that while the IFRC would build the housing and related infrastructure, the government would take the lead in developing the infrastructure (roads, drainage, etc.) around the settlement. However, in March 2011, the government had still not started work on the drainage system in the area. The community that had settled in the condominiums was not trained on how to manage resources. They had never had access to showers and free flow of water in the past. When extended families came in to visit, they would all use the bathroom facilities. A water facility, which was to cater to a household of five to six people on an average, was being used by at least three times the number. This created a problem with managing wastewater.

Lessons learned

- If the other party is not keeping to schedule, try and organize meetings and advocate on the importance of adhering to schedule vis-à-vis associated infrastructure.
- Ensure that the communities are trained and know how to manage the resources they are going to inherit.
- Provide software – work with the beneficiaries prior to moving in so they understand cause and effects.

3.2.3 Gender responsive water and sanitation infrastructure

In the water and sanitation sector it is widely recognized that women and men have different roles and contribute to water management in different ways. For instance, women and girls often collect water for domestic consumption. Hence for a well-planned water supply intervention, it is imperative to understand the gender roles in collecting, transporting, storing and managing water for domestic and productive use.

Projects should be planned on the basis of gender disaggregated target group analysis. This means consultations should be held

with both men and women. Gender-specific initiatives and strategies should be used to ensure gender equality at all levels.

3.2.4 Design

Water distribution designs should be kept simple, user-friendly and easy to maintain. Water supply systems stand a better chance of being used if they are built and maintained with local material and know-how, which the end-user can afford. When planning the water supply, ensure that the consumption of water does not exceed the source's capacity at the minimum water levels. From a health perspective, avoid placing water supply systems in locations where the water might easily be contaminated if the system is damaged, e.g., next to sewage pipes. Water systems require financial resources, spare parts, consumables and technical support to be sustainable.

When addressing sanitation requirements ensure that the technical specifications and minimum acceptable sanitation requirements are clearly defined and agreed upon with the relevant national authorities at the outset of the programme. Water needs and availability should be taken into consideration. For example, if water to flush a toilet comes from a well and the well needs a pump, then the pump will require electricity – if there is no electricity, the flushing toilet will not be used. Further, the long-term impact of the systems will depend on the individual's and community's satisfaction with the system and their ability to operate and maintain them properly. Consider the role of the local authorities in maintaining the systems. Sanitation systems must be maintained and eventually emptied. Financial resources, spare parts and technical support need to be taken into consideration at the design stage.

**Keep in mind**

- ↘ All shelter programmes should have a water and sanitation component in it.
- ↘ Water and sanitation should be considered from the beginning.
- ↘ Budget considerations need to be taken on board.
- ↘ Timeframes should be realistic.
- ↘ Ensure MoUs, agreements are in place before embarking on the project.
- ↘ To ensure that the costs and impact are within acceptable limits, projects should target relatively large population groups, typically 20,000 or more, over a time scale of not less than 2 years.³
- ↘ Water and sanitation programmes should be managed by qualified technicians both from a hardware (pumps, pipes, tube wells, etc.) and software (hygiene promotion, community engagement, etc.) perspective.
- ↘ Software comes before hardware. Talk to beneficiaries prior to and not after designing the programme.

Financial planning for water supply systems should not only factor in the initial investment costs but also:

- ↘ management
- ↘ operation
- ↘ maintenance
- ↘ replacement and extension/upgrading of services
- ↘ including long-term support services and
- ↘ ability of users to pay for water.

The responsibility for servicing the system and paying associated costs should be clarified from the outset. Select an approach to developing the system that is affordable by and acceptable to the authorities and beneficiaries.

³ IFRC. *Global Water and Sanitation Initiative – A ten year initiative 2005–2015*.

When planning the project/programme carry out an analysis to determine the impacts that the intervention will have on the environment. It is useful to map out potential positive and negative impacts, and define potential mitigation activities to ensure that negative impacts are minimized.

3.2.5 Procurement and tenders

The water supply and sanitation programmes and projects should be left to qualified technicians from both a hardware and software perspective. The procurement and tendering of these projects should be in line with the IFRC's *Procurement of works and services for construction projects* guidelines.

For further information refer to the procurement and tender Section 2. Also refer to Annex 5 for Levels of authorization for each tender procedure for construction works.

3.2.6 Quality Control

To ensure that the project is successful and sustainable, it is imperative that quality control measures are put in place and adhered to throughout the project cycle, i.e., from conception and design to (re)construction and installation of fittings and equipment. Regular control measures during the (re)construction and installation phase is cost effective since it cuts back on repair costs after the project is completed.

Technical staff should visit the site and check the building materials at different stages to monitor the quality of the construction. It is important to ensure that upon completion, the facility that is being handed over is functional, safe and of quality.

3.2.7 Maintenance and handover

Formulate clear exit or phasing out strategies at an early stage of the water and sanitation intervention recognizing the responsibility of the IFRC for the long-term impact and durability of

technical installations. Handover of management of the infrastructure to local authorities and/or CBOs requires continual support during transition and the follow-up period to ensure sustainability. Capacity development efforts need to include not only technical aspects of operation and maintenance but also financial management and water demand management through public awareness campaigns.

Ensure that the programmes have a capacity-building component indicated in the proposal. Appropriate trainings must be conducted to sensitize the communities on 'how to use' and 'maintain' the relevant infrastructure. The communities need to be made aware of the fact that they will be paying utility bills in the near future.

Furthermore, it is essential that the water and sanitation services that are being offered are affordable. More often than not, this is an issue that is overlooked during the design phase.

Case study: Sustainability and usage of the infrastructure

In one of the water supply projects that was visited, the project implementation was considerably delayed. Further, the project had not been fully thought out and the connection to individual houses had been overlooked. By the time the project was nearing completion, the tsunami concession rates of 3,500 Sri Lankan Rupees (27 Swiss francs/22 Euros) to obtain connections by beneficiaries did not apply any longer.¹ As of January 2011, the normal water connection rates of 17,500 Sri Lankan Rupees (137 Swiss francs/111 Euros) were applicable. This amount does not factor in the costs of road works which can be anywhere between 1,000–4,000 Sri Lankan Rupees (8–31 Swiss francs/6–25 Euros). Even though the water board came up with a policy to enable beneficiaries to pay the connection charges in instalments over six months at an interest rate of one per cent, it was still not a feasible amount. Most of the population in this region lives below the poverty line with an average household income of 3,500 Sri Lankan Rupees (27 Swiss francs/22 Euros). The IFRC is now ready to handover an infrastructure to the local authorities which is neither accessible to the target audience nor will be maintainable in the long-run.

Lessons learned

- If there are delays in project implementation, consider revising the project plan.
- Make sure that communities are able to afford water connections even if that is not a service that we will be providing.
- Unless water and sanitation services are affordable for all, access as well as maintenance in the future will be hindered.
- Negotiate and advocate with the government or local authorities.

¹ At the time of writing, the exchange rate was approximately 120 Sri Lankan Rupees to one Swiss franc and 148 Sri Lankan Rupees to one Euro.

Refer to Annex 10 for a suggested checklist of Approvals from authorities/relevant documents required to complete water and sanitation projects.

3.3 Schools

As per *Sphere standards* temporary and permanent public buildings such as schools “should be constructed or repaired to be disaster-resilient and to ensure safety and access for all. Such facilities should comply with sector-specific construction standards and approval procedures, including accessibility requirements for those with mobility, visual or communication difficulties. The repair or construction of such buildings should be undertaken in consultation with the appropriate authorities and informed by an agreed service infrastructure and affordable maintenance strategy.”⁴

In situations where schools have been used as temporary communal accommodation, the planned and managed safe relocation of the sheltered population should be undertaken as soon as possible to allow for normal activities to resume.

The repair of damaged public buildings or the provision of temporary structures to serve as schools, healthcare centres and other communal facilities may also be required.

3.3.1 Partnerships and MoU

When embarking on (re)construction projects for health infrastructure, linkages with the relevant government line ministries, local authorities and collaboration with the education cluster should be encouraged. This approach will

- ↳ enhance synergy
- ↳ reduce duplication of efforts
- ↳ encourage better use of resources
- ↳ create linkages to promote good practice and ensure sustainability.

⁴ The Sphere Project. *Humanitarian Charter and Minimum Standards in Humanitarian Response*. Geneva, 2011.

Coordination with the education cluster will be important to determine the opportunities for not only coordinating (re)construction initiatives but also carrying out other activities such as hygiene promotion in schools.

MoUs must clearly state roles and responsibilities of all parties and be reviewed and sanctioned by the legal team. It should be as detailed as possible and define the programme context's overall components (water supply, sewer, etc.) and timeframe.

To strengthen partnerships and coordination linkages at all levels of the intervention, regular meetings or workshops should be held in order to define and update roles and clarify expectations of the various stakeholders.

Steering committees composed of all the stakeholders involved in project management and representing all the administrative levels of the project should be established for information sharing, decision-making and coordination of technical support from the MoH, electricity and water boards and other key partners.

For further details on what should be included in programme MoUs refer to Section 2 MoU as well as Annex 3 and 3c for examples of MoUs.

3.3.2 Site selection

When planning the (re)construction of school infrastructure the selection of the appropriate site is key. The land to start (re)construction activities will be allocated by the Ministry of Education/local authorities. Before accepting to rebuild on the same site or undertaking new construction on the allocated site, ensure:

- ↳ Land is safe and secure: assess the risks and hazards that the area is likely to face. If rebuilding on site of damaged/destroyed facility, determine why the initial structure was impacted the way it was – old/poorly maintained structure; building codes not followed; poor workmanship or design flaw?

- Access: is the site easily accessible to boys and girls? Are there adequate transport facilities in close proximity?
- Utilities: will the water supply, electricity grid support the infrastructure that is being developed
- What are the sanitation provisions?
- Carry out a feasibility study

If it seems likely that the structure cannot withstand the impact of a future hazard, do not accept to (re)build on the site. Negotiate with the Ministry of Education and advocate for 'safe' land.

Case study: Equal attention to access and safety required

When visiting a school facility it was noted that while location-wise the school building was away from the sea and situated next door to the housing project ensuring equal access opportunities to girls and boys. However, the rail tracks were no more than 100 metres from the school gate. There was no fencing or barriers between the school and the railway tracks and nothing had been done to address the issue. Safety wise this poses a serious concern.

Lessons learned

- Ensure that the school premises are safe and secure not only from the natural hazards but also from other infrastructure such as highways, main roads and the railway.

3.3.3 Gender responsive school infrastructure

To ensure that all girls and boys benefit equally from education in emergencies it is critical to understand the social and gender dynamics that might affect or place constraints on learners and on their teachers.

- How many children are there – disaggregated by sex and age?
- Explore how the crisis affects whether girls, compared to boys, are able to attend school?
- Do parents think the distance girls or boys walk to school is acceptable and travel is safe?

- Is the learning environment considered safe for girls and for boys? Will girls and boys have safe and adequate access to latrines and to water at school?
- Are school-aged girls and/or boys now heads of households? Are girls being pressed into early marriage or early motherhood?
- Is social stigma (e.g., rape survivors, ex-child soldiers) preventing boys or girls from accessing education?

3.3.4 Design

The design phase involves a number of decisions that need to be taken into consideration. One of them being – schools may be used as evacuation centres (floods and cyclones) or temporary shelters in post-disaster contexts. When designing the facility it is important to keep the following in mind from the onset:

- Selection of the site for the building should be assessed.
- Structure and size of the building should be considered.
- Utilities: water and sanitation needs should be taken into consideration. Toilets for children with disabilities should be installed.
- Safety and security of students and staff should be addressed in the overall planning.
- Local culture and traditions have to be considered in the planning of the facility, respecting the needs of girls and boys.
- Provisions for students with disabilities should be taken into consideration. Ramps for wheelchair access, considerations for the blind and children with other compromised motilities should be factored in:
 - Lower work surfaces in computer rooms and laboratories should be considered.
- The size and function of each space and design feature should be addressed.
- Structure should be sustainable:
 - Maintenance costs once the building is handed over to the end-user should be viable.
- Construction materials used should be durable and compatible with the climatic conditions.

Case study: Design flaws can jeopardize safety and security

In an all girls training facility that was visited it was noted that the windows of the lavatories were so low that it made it easy to peep through. This made the facility an easy target for sexual harassment and potential abuse. As a temporary measure the local authorities had covered the windows of the lavatories with paper from the inside. Further it was noted that the sheer size of the structure made it impossible to keep entire premises of the built-in area clean.

Lessons learned

- Ensure that the sanitation facilities are carefully located in relation to the building. The sanitary facilities should have enough privacy so as not to create protection concerns.
- The structure should be in proportion to the total number of end-users. It should be easy to maintain day-to-day as well as on a long-term basis.
- Outside lighting and boundary fencing should be taken into consideration to make the facility more secure and safe.

3.3.5 Procurement and tenders

All the necessary procedures and processes that apply to the procurement of works and services for (re)construction projects within the IFRC are outlined in *Procurement of works and services for construction projects guidelines, checklists and working tools*. These requirements have been established to ensure that procurement is carried out in a systematic way in accordance with internationally recognized standards and best practices.

The procurement manual has been produced with the aim of facilitating the tendering process for the IFRC through pre-prepared forms and documents for different project types.

The manual provides a task flow structure that gives an overview of the different tasks that need to be undertaken.

For further information refer to the procurement and tender Section 2. Also refer to Annex 4 for Levels of authorization for each tender procedure for construction works.



Refer to IFRC's *Procurement of works and services for construction projects guidelines, checklists and working tools*.

3.3.6 Quality control

Technical staff should visit the site and check the building materials at different stages to monitor the quality of the construction. Make sure that the project is being implemented as per plan, specifications, permit requirements and following the building codes.

3.3.7 Maintenance and handover

When handing over the infrastructure ensure that you do a site check along with the authorities to inspect that everything is in working condition. If possible document the handover process and keep a copy of the checklist for recording purposes. Also make the authorities aware that there is a period within which they can get in touch with the contractor should anything need to be repaired known as the DLP which is normally for 12 months. The contractor should also be required to provide copies of the drawings of work as executed upon the completion of the project. A list of key people to contact along with key dates should be shared with the authorities at the time of the handover.

Refer to Annex 9 for checklist of Authorities approvals/relevant documents required to complete school projects.

In this section we have discussed:

1. General tips to keep in mind when developing sector specific (hospitals, water and sanitation and school) infrastructure.
2. Case studies highlighting good and bad practices and lessons learned.





ANNEXES

Annex 1. Transparency, accountability and integrity

Risk scenarios/examples

Contractors or suppliers can submit false information about their employee credentials and experience; invoice for goods and services that are not delivered; charge for higher quality items than are provided; submit false or defective bonds; and/or make a variety of other false statements and misrepresentations.

Indicators/red flags

- Discrepancies between reported facts and observed data and supporting documentation
- Discrepancies between reported facts and test and inspection results
- Refusal or inability to provide supporting documentation
- Repeated “errors” by supplier
- Unreasonable claims or statements compared to prior performance or industry standards
- High rate of rejections, returns or failures
- Site inspection reports indicate less progress than reported
- Complaint from users.

Entity level preventive controls

- Written procurement policies and procedures that require background checks be conducted on vendors/contractors.
- Standard contract language includes requirements covering background checks, insurance and bonding.
- Standard contract language adequately defines test and inspection of equipment or materials and states that substitutes will not be permitted without prior written agreement with owner.

Process level preventive controls

- Require contractor to submit financials, license, insurance, bonding and authorize background checks on its employees to verify experience and credentials.
- Test and inspection of equipment and materials upon delivery to ensure correct specification was received.
- Test and inspection of equipment and materials:
 - during installation; or
 - after installation (depends type of product and how it is installed (i.e., pouring concrete, boiler (verify brand, serial number), brand/colour of tile, etc.)
- Formal sign-off of products for compliance to contract specifications.
- Project manager reviews all invoices to ensure compliance with contract specifications.

Entity level detective controls

- Owner policy requires independent project oversight and monitoring for all construction projects.

Process level detective controls

- Test and inspection at time of delivery of equipment or material identifies a product not in contract specifications.
- Test and inspection at time of installation identifies a product not in contract specifications.
- Test and inspection after installation identifies a product not in contract specifications.
- Periodic audit of invoices to ensure supporting documentation agrees to invoiced amount.
- Discrepancies identified are resolved before payment of invoices.

Risk scenarios/examples

A vendor, often in collusion with a member of the procurement team in a company submits a low bid in order to win a contract. Subsequent to winning the contract the vendor changes the terms and conditions of the bid and thereby profiting from the changes. The changes could range from an increase in price, increase in time or material cost, reduction in scope, change in quality benchmarks or any other change of specifications of the bid. In cases where a company releases a purchase order or enters into a contract for supply of material, spares, etc. for a long duration/unspecified time (open purchase orders), the total requirement is not specified but a minimum commitment for number of items to be procured is made at the outset. Due to incomplete specifications in the initial contract, there is no clause that restricts further subcontracting or subsequent changes in the contract/purchase order with respect to quantity of material to be procured or rate of procurement. The selected vendor may also subcontract the procurement and as a result, the price per unit would rise. The vendor is awarded the contract on the basis of low cost initially proposed by the vendor but as a result of the revisions in the quantity or rate, eventually the company would end up paying a relatively higher price.

Indicators/red flags

- Frequent changes in procurement quantity or procurement rates.
- Total payment made to the vendor is in excess of the budgeted expenditure.
- Pattern of low bid award followed by change orders that increase the price or scope of the contract, or extend the contract period.
- Numerous unusual or unexplained change orders for a specific contractor approved by the same employee.
- Vague contract specifications followed by change orders.
- Incomplete/preliminary contract specifications subject to change based on later developments.
- Weak controls with respect to review of need for change orders.

Entity level preventive controls

- Policy – a well implemented code of conduct that communicates acceptable business standards, and provides clear rules on best practices and ethical standards.

- Training – employees should be trained on the compliance with the code of conduct, disclosure of conflicts of interests and consequences of malpractices.
- Communication – the board and the executive management should set the tone for adhering to the code of conduct and ethical standards.
- Procedures – due diligence, including market intelligence, should be gathered on employees before appointing them.

Process level preventive controls

- Capital and revenue budget is made and subsequently monitored on monthly basis.
- All purchases are routed through system which is configured to capture the entire history of materials right from the purchase to usage.
- Usage cycle of each procurement item is reviewed before placing a new order.
- Contracts are legally vetted and the following factors are taken into consideration:
 - cost of procurement
 - authorized vendors
 - sub-contracting
 - material and labour rates
 - warranty period
 - inventory carrying cost
 - conditions under which termination can take place
 - circumstances under which change in the contract terms and conditions can take place.
- The contract entered between the company and the contractor cites the limit of amendments which can be effected to the original contract, either on the basis of number of times, or on the basis of value.
- Prior to incorporating changes in the existing contract, a rigorous analysis is done for the need to provide for such changes compared to the prevalent industry norms compared to the effect on the overall profitability.
- Before payment processing of an invoice it is ascertained that agreed upon rates have been used.
- There is a clear bifurcation between the maker and the checker; also original bids are retained for future reference in case of any suspicious discrepancies.
- Multiple bids are obtained to compare prices in the market.

Entity level detective controls

- Auditing – internal audit (or equivalent) continuously reviews procurements, their accounting and their disclosures to identify deviation from prescribed controls and applicable accounting policies.
- Procedures – procedures and mechanisms are in place for reporting deficiencies and taking corrective actions.
- Procedures – the preparation of financial statements and disclosures involves multiple detailed reviews by management.
- Procedures – accounting personnel responsible for the accounts are required to sign-off on the accuracy of the balances at the period end.

Process level detective controls

- Comparative analysis of the budgeted vs. the actual expenditure is conducted on a timely basis.
- Comparative analysis of the existing contract terms with the prevalent Industry norms is conducted and any deviations are identified and supported.
- Amendments to the original contract are approved by a competent authority and the effects of incorporating the changes are disclosed.
- Changes to the contract are supported by the detailed working and financial impact are assessed and disclosed.
- Amendments to a purchase order or contract are examined.

Risk scenarios/examples

Antitrust: the antitrust law has three main elements:

- Prohibiting agreements or practices that restrict free-trading and competition between business entities. This includes the repression of cartels.
- Banning abusive behaviour by a firm dominating a market or anti-competitive practices that tend to lead to such a dominant position. Practices controlled in this way may include predatory pricing, tying, price gouging, refusal to deal and many others.
- Supervising the mergers and acquisitions of large corporations, including some joint ventures. Transactions that are considered to threaten the competitive process can be prohibited altogether, or approved subject to remedies such as an obligation to divest part of the merged business or to offer licenses or access to facilities to enable other businesses to continue competing.

In cases where the supply of goods and services is concentrated with few vendors specializing in their areas and having large scale capabilities, the vendors can exert significant influence over other smaller vendors. As a result, monopolistic/oligopoly market can lead to various types of frauds being committed. Some of the possible fraud scenarios are as follows:

Bid rigging: bid rigging is a form of fraud in which a commercial contract is promised to one party even though for the sake of appearance several other parties also present a bid. The market leader may conspire with the local vendors to get the low bids cancelled. Further, competitors operating at lower scales are directed to submit bids at increased prices through coercion or undue influence resulting in excess payment. As a result, the company may overpay for the goods or services.

Price fixing: price fixing is an agreement between business competitors to sell the same product or service at the same price. In general, it is an agreement intended to ultimately push the price of a product as high as possible, leading to profits for all the sellers. The local vendors could enter into an agreement wherein they raise the rates charged for the goods or services. Further, the local vendors agree mutually that none of them would work for less than the agreed rate.

Indicators/red flags

- Historical trend indicates big rigging/price fixing to be more common in procurement of a particular product/service.
- Adverse media reports against selected vendors. Instances reported wherein competitors of the selected vendor have complained for creating monopolistic conditions.
- Contracts awarded at prices higher than the original cost estimates, published price lists and industry averages.
- Contracts awarded to the same vendor at different periods of time.
- Comparative quotations not available.
- Apparent connections between bidders such as common addresses, phone numbers, etc.
- Prices quoted by the selected vendor unusually low in comparison to other vendors.
- Overseas bids containing similar prices are received from vendors located in a particular geographical location.
- Strong recommendations from management for approval/selection of a particular vendor.

Entity level preventive controls

- Policy – a well implemented code of conduct that communicates acceptable business standards and provides clear rules on best practices and ethical standards.
- Training – employees should be trained on compliance with the code of conduct, disclosure of conflicts of interests and consequences of malpractices.
- Communication – the Board and executive management should set the tone for adhering to the code of conduct and ethical standards.
- Procedures – due diligence including market intelligence should be gathered on employees and vendors before appointing them.

Process level preventive controls

- Independent panel is set up to review the bid process and the selection of vendors.

- Prior to floating the bid request, an estimated cost analysis is carried out which is supported by adequate documents and logical assumptions and prevalent industry averages.
- Comparatives are drawn on certain parameters like services offered, timelines, price, credentials, etc. and any unusual variations are further inquired into.
- Comparative analysis of the quotes given by all the vendors is performed.
- Background check is conducted to ascertain past associations of the vendor, performance records, and direct/indirect relation with any of the senior management personnel or with other bidders, etc.
- Contracts entered into with the vendor are approved by the legal department and contains clauses such as disclosure of sub-contractors to be used, related parties to the contract, etc.
- Database of vendors is maintained which captures details such as past associations, performance records, reasons for selection or rejection, indulgence in any fraudulent activity, etc.
- Any changes to the vendor database are done only by the approval of a competent authority.
- Feedback obtained from personnel in procurement department on a sample basis is utilized during the selection of contractors.
- All major expenses are approved by the financial controller or as per the authority matrix.

Entity level detective controls

- Auditing – internal audit (or equivalent) continuously reviews procurements, vendor selection process and contracts entered into with major suppliers/vendors to identify any deviations from prescribed controls and applicable accounting policies.
- Procedures – procedures and mechanisms are in place for reporting deficiencies and taking corrective actions.
- Procedures – the preparation of financial statements and disclosures involves multiple detailed reviews by management.
- Procedures – accounting personnel responsible for the accounts are required to sign-off on the accuracy of the balances at the period end.

Process level detective controls

- Audit of the work performed or material supplied by the vendor is conducted to ensure compliance with the contract terms and conditions.
- Independent personnel looking into the selection process identifies reasons for withdrawal of bids by vendors (if any) and inquires into the same.
- In case of long-term contracts a cost realism analysis (estimated vs. the actual cost) is conducted on a periodic basis to identify any major deviations.
- Selection/rejections of a vendor are adequately supported by sound logic and supporting documentation.
- Additional procedures are performed in case of selection of vendors against whom adverse information is available in public domain.

ANNEX 2. Project cooperation agreement

Project Cooperation Agreement between Host National Society and Partner National Society

This Project Cooperation Agreement (“this Agreement”) is entered into on this date day of month and year by and between the Host National Society and the Partner National Society.

1. The project

- a) The Host National Society and the Partner National Society (collectively the “Parties”) hereby agree to jointly carry out a project (the “Project”) in accordance with this Agreement, the following attachments initialed on behalf of the Parties for the purpose of identification:
 - a. Project Concept Paper (**Attachment 1**) (“the Project Concept Paper”)
 - b. Project Proposal (**Attachment 2**) (“the Project Proposal”)
 - c. Project Budget (**Attachment 3**) (“the Project Budget”)
 - d. Project Summary Sheet (**Attachment 4**) (“the Project Summary Sheet”)
 - e. HR Requirement Sheet (**Attachment 5**) (“the HR Requirement Sheet”)
 - f. TC-WG Project Proposal Review Minutes (**Attachment 6**) (“the TC-WG Project Proposal Review”) – (Not Available)
 - g. Project Approval Process Form (**Attachment 7**) (“the Project Approval Process Form”)
 - h. Project Financial Annex (**Attachment 8**) (“the Project Financial Annex”)
 - b) These attachments form a binding and enforceable part of this Agreement; they may only be modified by written agreement
-

by the Parties. Timely notice of any modifications of a significant nature shall be provided to the “Task Force” within the Movement Organizational Framework. In the event of any conflict between the provisions of this Agreement and the aforesaid attachment the provisions of this Agreement shall prevail.

- c) The Project shall be identified by the following the Project, and all related correspondence and financial records shall be marked with those identifiers.

2. Introduction and Objective

- a) The Parties have signed a Memorandum of Understanding on date (“the MoU”) aimed at facilitating short and medium-term recovery, rehabilitation and reconstruction, as well as long-term development work following the disaster.
- b) The Parties agree that the MoU forms an integral part of this Agreement, and that all the clauses of the MoU shall apply to this Agreement. Where there is a difference between the terms of the MoU and this Agreement, this Agreement shall take priority.
- c) As set out in the MoU, the Partner National Society has agreed to provide “funding, close and constant guidance, technical assistance and monitoring” to the Host National Society in respect of the implementation of specifically agreed Projects by Host National Society.
- d) The purpose of this Agreement is therefore to define the specific roles and responsibilities of the Parties as well as the governing conditions in regards to the project funding implementation, reporting, monitoring and evaluation of the Project.
- e) This agreement shall be implemented in accordance with the provisions set out in the Service Agreement signed by the IFRC and the Partner National Society (the “Service Agreement”), as well as the Coordinated Activities Agreements concluded with International Committee of the Red Cross (the “ICRC”). As reference in the Service Agreement the Partner National Society will act in the name of the IFRC in country.

- f) The Parties recognize that all activities carried out pursuant to this Agreement must be consistent with: The Fundamental Principles of the Red Cross and Red Crescent Movement; The Statutes of the Movement; The Code of Conduct for the International Red Cross and Red Crescent Movement and NGOs in Disaster Relief; the applicable constitutions of the Parties; and all applicable national and international laws, regulations policies and strategic plan of the Host National Society.
- g) The Parties agree to carry out their respective responsibilities in accordance with the provisions of this Agreement, and to use their best efforts to ensure the highest quality of service and accountability to beneficiaries, donors, and other stakeholders.

3. Term

This Agreement shall come into force as from the date set out at the beginning of this Agreement and shall remain in force until the receipt and acceptance by the Partner National Society of the final project report of the Host National Society, unless earlier terminated in accordance with this Agreement.

4. Financial Commitment

- a) In accordance with the attached Project Budget, the Partner National Society has allocated and will make available during the course of the project to the Host National Society funds up to a maximum of Partner National Society currency amount or equivalent to local currency. All financial transactions and activities shall comply with the attached Financial Annexes. The budget can be modified upon mutual written agreement.
- b) The Host National Society shall open a separate bank account exclusively for the receipt of funds from the Partner National Society for this Project and other agreed Projects. Account details are as follows:

Name of Bank and Branch	Address	Account No.

5. Estimated Project Implementation Period

In accordance with the Project Proposal, it has been estimated that project to be completed in 4 months. The implementation period can be modified upon mutual written agreement.

6. Shared roles and responsibilities

Each party agrees to:

- a) Work together on the basis of mutual trust, cooperation, and equal partnership in order to obtain the best possible outcome for the intended beneficiaries;
- b) Assume full responsibility for the activities of any third parties and or service providers that it engages in order to implement the activities under this Agreement;
- c) Comply with applicable national laws and regulations and host country government ratified international laws and regulations;
- d) Implement the project according to relevant policies, strategies, procedures and guidelines as described in the aforementioned MoU and Service Agreement;
- e) Ensure proper visibility for the Project as set out in the aforementioned MoU and the Service Agreement;
- f) Keep each other informed of all activities or circumstances pertaining to the Project, and consult each other whenever circumstances arise that may affect the implementation of the Project;
- g) Immediately notify the other party, in writing, as soon as a party is made aware of any technical default or failure to comply with agreed terms of the Project set out herein;
- h) Keep the appropriate partners within the Red Cross and Red Crescent Movement informed about the progress of the Project and of significant developments, as appropriate;
- i) Establish appropriate and verifiable mechanism(s) in accordance with the MoU to assure that all human resources and assets funded under this Agreement will be used solely for the purposes of the Project;
- j) Jointly monitor the budgetary and the technical implementation of the Project; and,

- k) Ensure the appropriate technical and quality standards of the Project.

7. Role and responsibility of the Host National Society

The Host National Society will be responsible for the implementation of the Project as agreed below:

- a) Making full use of the resources, guidance, technical assistance and services of the Partner National Society to enable the implementation of the Project; such use should be in accordance with the intent and design described in the attachments as listed in paragraph 1 (a) above. In this regard Host National Society shall nominate:
 - I At National headquarters (NHQ) level: an appropriate and qualified counterpart to coordinate the NHQ components of the project with advice and counsel of the Partner National Society technical experts;
 - II At branch level where agreed: an appropriate and qualified liaison officer for each project to coordinate the project with advice and counsel of the Partner National Society project coordinator.
- b) Ensure that the Partner National Society is involved as observer in all selection process of service contracts, approves, and signs either as “party” with Host National Society or as witness;
- c) This project shall not be funded by any party other than the Parties to this agreement;
- d) Recruit the necessary, mutually agreed upon, local personnel in accordance with Attachment 5 the “Human Resource Requirement Sheet”, the “Service Agreement” concluded with the IFRC and the Partner National Society, and the Human Resource Guidelines annexed to the MoU;
- e) The financial management of its activities within the scope of its project implementation, including that expenditures fall within approved budget limits;
- f) Comply with the reporting obligations set out in Article 11 herein, and provide the Partner National Society with any other

necessary information, financial data, documentation, and support required for the preparation of required narrative and financial reports to donors and to demonstrate due fulfillment of the project management obligations;

- g) As set out in Article 12 herein, take an active part in organized evaluations of the Project;
- h) In consultation with the Partner National Society, assuring adequate donor visibility for the Partner National Society including through interviews and other materials for the media and general public; and,

Obtain all necessary approvals from relevant authorities for the project on a best efforts basis and provide evidence of these approvals to the Partner National Society, in a timely manner.

8. Role and responsibility of the Partner National Society

The Partner National Society will be responsible for:

- a) Ensuring the overall financial management of the Project;
- b) All direct contacts with Project donors;
- c) Financial and narrative reporting to donors;
- d) Taking part in and bearing the costs of mid-term and final evaluations of the Project where such evaluations are agreed to by the parties;
- e) As agreed in the MoU, supporting, assisting and contributing to the overall capacity development of the Host National Society;
- f) Where appropriate: training of liaison-officers to become qualified project counterparts at branch level during the course of the project;
- g) Provide resources, guidance, technical assistance and services to enable the implementation of the Project;
- h) Act as an observer in all selection processes of service contracts, approves, and signs as a “party” with Host National Society or as a witness to such contracts;
- i) Provide funding for the project in accordance with the Financial Annex and the attachments referred to in Clause 1(a); and,

- j) Upon due execution of this Agreement, to provide a full and complete copy of this Agreement to the IFRC Delegation in country or Zone office and obtain a signed acknowledgement therefore, and a copy of the signed acknowledgement to be provided to the Host National Society.

9. Focal Persons

The persons set out below have been deemed the Parties' focal persons for this Project having the ultimate authority and responsibility for the Project on their behalf.

- i. For the Host National Society:
(or legal Successor in Title)
- ii. For the Partner National Society:
(or legal Successor in Title)

10. Equipment and Vehicles

Upon termination of the Agreement the parties will consult with each other about the transfer of any equipment and vehicles purchased with funding provided by the Partner National Society. Any transfers made shall be subject to applicable national law, the provisions of the IFRC's Status Agreement and donor obligations.

11. Reporting

- a) The Host National Society will provide during the course of the project the following narrative and financial reports, in English, to the Partner National Society:
 - i. A *monthly activity report (narrative and financial)*
 - ii. A *final/term-end report (narrative and financial), as well as the ones included in the Financial Annex*
- b) The mid-term and final/term-end reports will pay special attention to the expected results and impact of the Project.

12. Evaluations

- a) It is agreed that final evaluations of the Project shall be carried out at the end of the Project.

- b) These reviews shall be conducted by representatives of the Host National Society, the Partner National Society and any other relevant party, with the mutual consent of the Parties.
- c) Final evaluations can be conducted by the previously mentioned parties and/or external consultants, to be agreed upon by Host National Society and Partner National Society.
- d) The IFRC, the ICRC or other Movement Parties involved in the Project may conduct their own evaluations of the Project, with reasonable notice to the other Parties. The Parties to this Agreement shall make available to such party all reasonable and necessary information to conduct such an evaluation.

13. Termination

- a) Either party may terminate this Agreement in whole or in part;
 - i. In the case of a serious violation by the other party, which is not rectified within 30 working days after it has been drawn to the latter's attention in writing, or
 - ii. Where a condition has arisen that impedes that party from successfully fulfilling its responsibilities under this Agreement, by providing the other party with 60 days written notice of its intention to terminate the Agreement.
- b) Upon receipt of notice of termination of this Agreement, the Parties will take immediate steps to terminate their activities under this Agreement, as follows:
 - i. The primary objective of the Parties when terminating the Project shall be to ensure the best possible outcome for the intended beneficiaries.
 - ii. The parties shall also endeavor to avoid any new obligations, to avoid unnecessary further expenditures, to void all existing obligations that can legally be voided, and to facilitate any necessary reimbursement of payments.
- c) In the event of termination of the MoU, this Agreement will continue to bind the parties, and the Project will continue to be implemented, until and unless the Agreement is terminated in accordance with these clauses.

- d) All unspent funds shall be returned to the Partner National Society not later than 60 days following the termination of the Agreement.
- e) In the event of termination of this Agreement, the Partner National Society shall ensure that sufficient funds are available for Host National Society to meet all contractual commitments, incurred by it with the written consent of the Partner National Society prior to the date of termination, for the purpose of implementing the projects covered by this Agreement, and which can not be legally voided as per Article 13 b ii above.

14. Force Majeure

In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure* (which shall be defined to mean “acts of nature, invasion or other acts of a similar nature or force”), the Party affected by the *Force Majeure* shall give the other Party notice and full particulars in writing of such occurrence if the affected Party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present Agreement. The Parties shall consult on the appropriate action to be taken, which may include suspension, or termination of the Agreement, with either Party giving to the other at least seven days written notice of such termination.

15. Governing Law and Dispute resolution

This Agreement shall be governed by the laws of country. The Parties shall try to settle amicably, through direct negotiations, any dispute, controversy or claim arising out of or relating to this Agreement, including breach and termination of the Agreement. If these negotiations are unsuccessful, the matter shall be referred to arbitration by a sole arbitrator appointed mutually by the parties. In the event a sole arbitrator cannot be appointed mutually, a panel of three arbitrators shall be created, one to be appointed by each Party, and the two arbitrators so appointed shall appoint a third arbitrator. The arbitration will be held in city/country and the proceedings will be in the English language. The arbitration will be

conducted as per the Arbitration Act No. 11 of 1995 and in accordance with the laws of country. The Parties shall be bound by the arbitration award rendered in accordance with such arbitration, as the final decision on any such dispute, controversy or claim.

16. Final provisions

- a) The provisions of this Agreement may only be amended with the mutual written consent of the Parties.
- b) This Agreement shall not be construed in any way as a legal partnership or joint venture between any of the Parties. Each Party remains solely liable for the acts and/or omissions of their personnel and agrees to defend, hold harmless and indemnify the other Parties, its agents, directors or staff members against any legal liability cost or expense (including reasonable legal fees and court costs) arising from the acts and/or omissions of the indemnifying Party, their agents, directors or staff members. Each Party shall be responsible for, and shall deal with, any claims brought against its own employees, agents and subcontractors.
- c) For the purposes of this agreement, notification between the parties shall be deemed effected upon:
 - a. Delivery by registered post or global commercial courier of any such notification to the individuals identified under Article 9 herein as Focal Persons;
 - b. In the absence of such Focal Person, identified in Article 9, notification shall be deemed effected:
 - i. on the Host National Society by delivery by registered post or global commercial courier to the most senior executive officer of the Host National Society at the time of notification; and
 - ii. on the Partner National Society, by delivery by registered post or global commercial courier to both the most senior executive officer of the Partner National Society and on the most senior representative of the Partner National Society in country at the time of notification.

IN WITNESS WHEREOF the duly authorized representatives
of the Parties.

SIGNED on behalf
of Host National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf of
the Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf
of Host National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED on behalf of
the Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

SIGNED as witness
for Partner National Society

Signature: _____

Name: _____

Title: _____

Date: _____

Annex 3. Memorandum of Understanding (MoU)

The following MoU formats are provided as a source of reference for information to be considered during the drafting of the MoU. All MoUs must be reviewed and sanctioned by the IFRC's legal team. All contractual agreements for construction works must be in line with the IFRC's *Procurement manual for goods and services* and *Procurement of works and services for construction projects*.

MoU with government

On consideration of the IFRC's existing status agreements with the National Government, the legal team will recommend the signature of specific reconstruction programme MoUs at the national level.

Based on those national MoUs, the programme may sign additional programme-specific or project-specific agreements at the local government level. MoUs must clearly state roles and responsibilities of all parties and be reviewed and sanctioned by the legal team. In case the MoU is to be translated into the local language, be sure to establish which version will be the ruling one in the event of a dispute.

MoU/agreement with local government

1. Introduction, purpose and scope

- ↘ Context of contribution
- ↘ Programme summary
- ↘ Overall aim of the agreement, to define the respective roles and responsibilities
- ↘ Activities to which the agreement applies.

2. Term

This MoU will be effective as of the date of signature through completion of the programme/ project.

3. The programme

Overall programme components

- Specific projects within the programme, e.g. kind of infrastructure rehabilitation/(re)construction, water, sewer and other utilities, roads etc.

4. The role of the concerned parties

Items to be defined by the MoU

1. Government contribution, if applicable, and your contribution. Consider price increases and currency fluctuations when defining financial commitments. Establish the cost per unit and number of units to be completed, but clearly state that the number will be revised if the unit cost increases. It is recommended that you commit to a monetary amount rather than to a number of deliverables should the numbers be reduced due to cost increase, lack of access etc.
2. Formalization of land tenure (who is responsible and at what stage will it happen?)
3. Minimum standards for the infrastructure:
 - The minimum standard for infrastructure (re)construction to follow regulations of (regulating body) _____
 - The standards will be verified by (government authority), schedule for verification visits
 - Approval and inspection procedures
4. Certificate of conformity/completion – process and responsible entity
5. Responsibilities and liabilities for construction quality control
6. Payments, approvals, stamp duties, registration costs, inspection costs.
7. Operation and maintenance
8. Reporting system (frequency and content)
9. VAT/GST exemptions on purchases and payments to contractors/consultants
10. Responsibility for applicable fees, such as planning approvals and bank fees.

Recommendations

1. Engage the services of a competent consultancy firm(s) to complete the required feasibility studies and detailed designs for each of the works and to supervise the planning and implementation phases, for infrastructure development.
2. Hire qualified contractors for implementation and commissioning of infrastructure development.
3. All consultants and contractors are to be selected on the basis of technical abilities, proven track record with the type of designs, financial solvency, human resources, statutory certification or equivalent, and references.
4. Ensure that the tendering process for employing contractors and consultants is undertaken in accordance with the applicable IFRC tendering rules and procedures which reflect commonly internationally accepted standards of transparency and competitive bidding, ensuring 'best value' (based on the set criteria, i.e., price, quality, capacity etc.) in the procurement of all construction works.
5. Make sure that all necessary permits and approvals are obtained prior to commencement of the works.
6. Ensure the establishment of a committee, which shall be tasked with the long-term management, operation and maintenance of infrastructure systems.

General provisions

1. The parties agree to carry out their respective responsibilities in accordance with this MoU, using their best efforts to ensure the highest quality of service and accountability to beneficiaries, donors and other stakeholders.
2. Nothing in this Agreement shall be construed as contrary to the Constitution of the IFRC, Rules and Principles for the IFRC Disaster Relief, Standard Operation Procedures of the IFRC and the Statutes of the International Red Cross and Red Crescent Movement.
3. In the spirit of developmental cooperation, the parties will do their utmost to resolve any claim or controversy by negotiation

or any similar method of amicable settlement. If such negotiations fail or such dispute is not resolved amicably within thirty (30) days from the commencement of such negotiations, then, upon the demand of either party, the dispute shall be settled by the arbitration to the exclusion of national jurisdiction in accordance with the United Nations' Commission on International Trade Law (UNCITRAL) rules of arbitration, subject to such modifications as the parties may agree in writing. The parties agree to be bound by any arbitration award rendered in accordance with this paragraph as final adjudication of any such claim or controversy.

4. Either party may terminate this agreement with immediate effect if:
 - a. one party, by an act or omission, brings the other parties into dispute or disrepute in any way whatsoever
 - b. there is a material breach of this Agreement which has not been rectified within ten (10) working days after written notification has been given to the breaching party.
5. In the event of, and as soon as possible after, the occurrence of any cause constituting *force majeure*, the party affected by the *force majeure* event and thereby rendered unable, in whole or in part, to perform its obligations under this Agreement (including complying with its internal policies and ensuring the safety and security of its personnel or delegates) shall give the other party written notice with full particulars of such event; and the parties shall consult as to the appropriate action to be taken, which may include suspension or termination of the Agreement.

The party giving notice shall be thereby relieved from such obligations as long as *force majeure* conditions persist and will, upon the cessation of the *force majeure* conditions, take all reasonable steps within its power to resume, with the least possible delay, compliance with its obligations hereunder.

Force majeure events shall include war (whether declared or not), invasion, revolution, insurrection, flooding and other

manmade or natural events of a similar nature or force, as well as any changed circumstance, beyond the reasonable control of the parties.

6. Upon termination of this Agreement the parties shall aim to the best of their abilities to find alternative mechanisms to complete the works envisaged hereunder unless needs have been met.
7. Any provisions of this Agreement can be amended or modified only with mutual written consent of the partners concerned.

Such amendments shall be in the form of addenda with signatures from both parties.

Nothing contained in, or relating to, this Agreement shall be deemed a waiver, express or implied, of any privilege or immunity which the IFRC may enjoy, whether pursuant to existing conventions or agreements or any other convention or agreement which may come into force.

Annex 3a. Hospitals

**Memorandum of Understanding
Between
The Government of (country)
(Ministry of Healthcare and Nutrition)
And
(National Society)**

MEMORANDUM OF UNDERSTANDING between the Government of (country) and (National Society) with the support of International Federation of Red Cross of Red Crescent Societies with donor support of (Partner National Society)

This Memorandum of Understanding entered between Secretary to the Ministry of Healthcare and Nutrition; on behalf of the Government of country, as one party;

and

Secretary/Director General, on behalf of the (National Society) which holds a status agreement with the Government of (country).

WHEREAS;

Immediate response in medical emergency situations can prevent many complications. Assessments have identified the need to enhance the emergency preparedness and response on all levels within the current health system in (country).

AND WHEREAS;

The overall objective of this Memorandum Of Understanding (MoU) is to define roles and responsibilities of the parties hereto in the

implementation of the project to improve the hospital services to wounded and sick Internally Displaced Populations (IDPs) and resident population in district/province of (country). To facilitate this process number buildings will be constructed at the district/province.

AND WHEREAS;

The Government in consultation with the Ministry of Healthcare and Nutrition (hereinafter referred to as the MOH) and its relevant authorities and other related agencies in recognition of the (National Society) generosity wishes to reciprocate by providing all necessary non-monetary assistance to ensure the smooth and speedy implementation of the Project.

NOW THIS MEMORANDUM OF UNDERSTANDING WITNESSETH AS FOLLOWS:

- ↳ This Agreement shall be operative from the date of its execution and shall remain in force until the date of the final hand-over of the Project(s) to the Government.
- ↳ This agreement covers the rebuilding/renovation of health facilities in the form of number separate buildings at district/province. The detailed list of project facilities covered by this agreement is set out in the Annex I, which forms an integral part of this agreement, and which can be amended from time to time upon agreement by the parties.
- ↳ The (National Society) supported by the Partner National Society agrees to carry out the required rebuilding and renovation of the Health Facilities on behalf of the Government. In this regards (National Society) and the Partner National Society commit themselves as follows:
 - a. To commit in total of construction of number buildings in district/province as set out in the Project Agreement.
 - b. Supply of biomedical equipment as set out in the Project Agreement to service the equipment during the warranty

period through their local agents subjected to the availability of fund.

- c. To engage themselves to carry out their responsibilities set forth herein in accordance with the guidelines, specification design and standards given to them by the Government.
 - d. To engage the necessary contractors/consultants duly registered or authorized to operate in country and provide a general oversight over the successful execution of the projects.
 - e. To arrange the contractors to fulfil their obligations complying within the period of defect liability period
- As agreed with the (National Society) and the Partner National Society, the Government will ensure that appropriate land is made available for the projects and shall ensure that all necessary land permits and other permissions are in order.
 - The Government shall help to ensure the successful completion of the project through the provision of all non-monetary requirements necessary for the successful implementation of this Project, including *inter alia* all VAT exemption, all necessary technical advice, government approvals, resolution of land disputes or political issues etc. However, this shall in accordance with the government fiscal policies and regulations.
 - The Government through the MOH shall appoint a person with proven expertise in the field who shall represent the Government and the Project Management Committee (PMC).
 - The consultant, on behalf of the Government, will prepare the development plan for the construction/renovation of the hospital/institution in consultation with MOH and all plans prepared by consultant and approved by the Government shall be treated as plans of Government, for which the Government shall meet the financial commitments if any.
 - The Government acting through the MOH will make necessary arrangements to facilitate and make available all non-monetary requirements for the implementation of the Programme, such as permission for staff to access project district, delegates/staff visas and work permits etc.

- The Government through the MOH shall monitor the progress of the project in order to ensure conformity with the guidelines, specifications, designs, and standards as agreed by the parties. The Government shall immediately inform the (National Society) and the Partner National Society should the Government find any failure to conform to these documents in agreed standards.
- The Government shall ensure obtaining of amenities such as water and electricity required for the purposes of the Project.
- Upon completion of the projects the Government, shall take over the structures as is by signing the corresponding hand-over certificates and ensure the on-going running and management of the facilities.
- All parties to this MoU undertake to use their best efforts to complete the works set out in a timely manner.
- (National Society) will monitor and evaluate data and discuss progress with the local government director of the district. The MoH agrees to allow the (National Society) / the (Partner National Society) to use information on the field hospital team's activities in (National Society)/ (Partner National Society) publications, including providing information to donors.
- In the event of (National Society) and the (Partner National Society) failing or being unable to complete the components of the programme under their competence or within the prescribed period, it shall expeditiously complete the work in hand, during which the (National Society) shall not be entitled to enjoy any privileges, benefits and or other facilities made available for the purposes of the programme.
- The (National Society) and the (Partner National Society) will use their best efforts to assure the sound construction, retrofitting of the hospitals through the contracting of professionals registered or authorized in (country). However, it is hereby agreed that neither the (National Society) nor the (Partner National Society) shall accept any liability for claims arising out of the activities undertaken by any third party or

the Government, including the design and construction of the building and its eventual conformity to national laws and standards. The Government shall defend, hold harmless and indemnify the (National Society) and the (Partner National Society) in regards to any such third party claims.

- A PMC, shall be appointed for the implementation of the projects and will include two members from the Red Cross (one from the (National Society), and one from the (Partner National Society) and at least one member from the Committee on behalf of the Government. The PMC shall be headed by the representative of (National Society). The PMC shall, in turn, appoint hospital level committees for the smooth implementation of the project if deemed necessary.
- It is understood and agreed that all activities of the (National Society) and the (Partner National Society) are governed by the applicable rules and principles of the two organizations in addition to the applicable rules and principles of the Red Cross and Red Crescent Movement.
- Parties hereto may withdraw from their commitments to this MoU either by mutual consent or by either party by notifying the other party in writing of its intention to withdraw. In case of such withdrawal or termination the unutilised materials of the project to be the property of the MOH.
- No party will be responsible for any omissions under accepted *force majeure* situations;
- The above terms may be modified by mutual consent of the parties;
- The (National Society) shall strictly maintain the confidentiality of the information on service provision. All information regarding the construction or service provision shall be provided to the MoH and no public comments in this regard should be made by the (National Society), without the concurrence of the Secretary, Ministry of Health. In addition, the (National Society)/ (Partner National Society) will act in accordance with

the fundamental principles of the Red Cross Red Crescent Movement.

- ↘ Nothing in this MoU modifies amends or alters in any way the provisions of the overall status agreement signed on {date} between the (National Society)/the (Partner National Society) and the Government of (country).
- ↘ In witness where of the parties hereby set their hands at Ministry of Healthcare and Nutrition, place on this _____ day of _____ 2010.

Name

Secretary to the Ministry
of Healthcare And Nutrition

Place: _____

Date: _____

Name

Country Coordinator
(Partner National Society)

Place: _____

Date: _____

Name

Director General
(National Society)

Place: _____

Date: _____

Annex 3b. Water supply and sanitation

Memorandum of Understanding (MoU) Rural Water and Sanitation Project (RWSP)

Between

The (National Society)
Partner National Society – A
Partner National Society – B
Partner National Society – C

And

**The International Federation of Red Cross and Red Crescent
Societies
(the IFRC)**

concerning

The (National Society), RWSP

1. Introduction

This MoU is made between the (National Society), and the Partner National Society – A, Partner National Society – B, and Partner National Society – C and the IFRC with respect to support for and implementation of the Rural Water and Sanitation Project (hereafter, referred to as RWSP) of the (National Society) from the first day of the month following the receipt of the first pre-financing of funds received from the donor by the IFRC.

The Final Project Bid Documents and the Contribution Agreement between the IFRC and the donor, and the IFRC Standard Rules, Procedures and Formats for Narrative and Financial Reporting are an integral part of this MoU.

The partners recall that the Fundamental Principles and Statutes of the International Red Cross and Red Crescent Movement, the decisions of the General Assembly of the IFRC and resolutions of the International Conference and NGO code of conduct will be applicable in all circumstances. The IFRC's Development and Development Cooperation Policies are an integral part of this MoU and are respected by all partners.

The Agreement on the Organization of the International Activities of the Components of the International Red Cross and Red Crescent Movement signed in November, 1997 (Seville Agreement), and its supplementary measures of November 2005, will be used as a reference base for national and international activities requiring co-ordination among all components of the Red Cross Movement present in (country). The terms of this MoU and programme are particular to RWSP in (country), and do not constitute a standard approach for Partner National Society Consortia.

2. Purpose

The purpose of this MoU is to:

- a) Ensure effective cooperation between the (National Society), the Partner National Society – A, the Partner National Society – B, and the Partner National Society – C and the IFRC concerning the implementation of the RWSP and the required capacity needed to effectively promote and deliver the related services.
- b) Clearly define the roles and responsibilities of the (National Society), Partner National Society – A, Partner National Society – B, Partner National Society – C and the IFRC concerning the planning, implementation, reporting, monitoring and evaluation of the RWSP.

3. Background

The Contribution Agreement (between the donor and IFRC as applicant) and Annexes describe:

- (a) the roles and responsibilities of donor and the IFRC

- (b) details of RWSP including its methodology, plan of action and detailed budget.

The partners agree to fulfil their respective roles and responsibilities under this MoU, and with reference to the Contribution Agreement and other programme documents (see Article 11) to the best of their capabilities.

4. Duration of the MoU

The duration of this MoU is for period from the first day of the month following the receipt of the first pre-financing of funds received from the donor by the IFRC. It may be reviewed and extended by mutual written agreement of the partners. In case activities within the frame of the programme started before the date of the signature of this MoU, activities should be reported according reporting guidelines as outlined in this MoU.

Any unspent balance at the end of the programme is to be returned to the lead Partner National Society, who, in turn, will be obliged to return the unspent funds to the IFRC.

5. Responsibilities of the (National Society)

The (National Society) takes lead role and the responsibility for the overall implementation of the RWSP and will work in close co-operation with the lead Partner National Society who in turn reports to the IFRC.

More specifically, the (National Society) will:

- 5.1 Implement the RWSP according to the terms of this MoU and in accordance with the annexes under Article 11.
- 5.2 Account for all funds provided under the RWSP, routed through the lead Partner National Society, for the implementation of the RWSP in accordance with the principles of the IFRC Direct Transfer System (ref a/c code 8301, 7.05.03 Cash Transfers) to a dedicated account as per donor requirements.

- 5.3 Keep all the original supporting documents (bank statements, invoices, cash book) in order to account for all income, transfers, currency exchange and expenditures relating to the Programme. The originals should be kept at the accountant's office of (National Society) for a period of seven years.
- 5.4 Keep an inventory list of all equipment purchased for the implementation of the RWSP. All infrastructure and equipment acquired in the framework of the programme are to be used exclusively for the planned activities and by authorized project personnel. The infrastructure and equipment will remain the property of the programme until its completion. At the end of the programme will be determined which of these goods will be formally transferred in ownership to (National Society).
- 5.3 To the lead Partner National Society, and in consultation with the donor office in country, submit annual plans of action and budgets for each year, at the beginning of each year, in a timely fashion according to the terms of the contribution agreement and programme MoU, to secure funds for the upcoming year.
- 5.4 To the lead Partner National Society, submit the required quarterly and annual narrative and financial reports of the RWSP within number of days after the end of the quarter and within number of days at the end of each year according to standard IFRC reporting procedures, guidelines and formats to enable the lead Partner National Society to submit the reports in time.
- 5.5 Facilitate the work, the working environment, residential arrangements and facilitate access to the field for the expatriate delegate.
- 5.6 Take a lead role in initiation, coordination and participation in the various working groups and committees related to the setting up, implementation and coordination of the RWSP where necessary, to include the (National Society) senior management, expatriate delegate, lead Partner National Society, consortium partners, donor office country, the IFRC (grants manager, and senior water sanitation officer, IFRC representative – country, water sanitation manager zone on occasion)

and where appropriate other stakeholders such as government ministries and officials, other humanitarian organizations and community representatives or groups. Minutes will be prepared by (National Society) and shared with all RWSP partners and where appropriate, the donor Office in country.

To facilitate this coordination focal points are as follows:

(National Society)	Secretary General
IFRC secretariat	Senior water and sanitation officer
IFRC country	IFRC representative
IFRC zone	Water and sanitation manager

Partner National Society – C
– lead Partner National Society

Regional programme coordinator

Partner National Society – A

Project Coordinator

Partner National Society – B

Regional representative

- 5.7 Through the lead Partner National Society, inform all partners about internal or external issues that may affect the implementation of the RWSP.
- 5.8 In consultation with the lead Partner National Society, the IFRC and the donor country office, will take the lead and arrange overseas and internal procurement and shipment, of such materials and requisite required by RWSP, following IFRC and donor standard procedures.
- 5.9 In close consultation and coordination with the lead Partner National Society will identify and recruit a focal counterpart and staff for the RWSP according to agreed job descriptions and profiles.
- 5.10 In consultation with the lead Partner National Society and IFRC – country will actively participate in regular monitoring and evaluation of the implementation of the RWSP.
- 5.11 Will ensure equitable visibility of all the partners to this MoU and to the donor (in accordance with the terms of the Contribution Agreement) throughout the project period.

6. Responsibilities of the lead Partner National Society

The Partner National Society consortium – being the Partner National Society – C, Partner National Society – A and Partner National Society – B – will enter into a separate Consortium Agreement regarding the RWSP to define their coordination and cooperation, roles and responsibilities which is attached to this programme MoU as Annex II.

The (National Society), IFRC, Partner National Society – B and Partner National Society – A have agreed that the Partner National Society – C will fulfil the roles and responsibilities of the lead Partner National Society for the RWSP.

Recognizing the lead role and the responsibility of the (National Society) for the overall implementation of the RWSP, the roles of the lead Partner National Society will be to jointly and in close cooperation and consultation with the (National Society) to ensure the fulfilment of the terms and conditions of the donor-IFRC contribution agreement and reporting to the IFRC.

More specifically:

- 6.1 The lead Partner National Society will transfer funds from the IFRC and Consortium partners to (National Society) following the principles of the IFRC Direct Transfer System (ref a/c code 8301, 7.05.03 Cash Transfers).
- 6.2 The lead Partner National Society will receive the annual plans and budget from the (National Society) for each year and submit to the IFRC.
- 6.3 The lead Partner National Society will receive from the (National Society) and submit to the IFRC the required quarterly and annual narrative and financial reports of the RWSP within number of days after the end of the quarter and within number of days at the end of each year according to standard IFRC reporting procedures, guidelines and formats.
- 6.4 The lead Partner National Society will identify and recruit the expatriate delegate in coordination and close consultation with

the (National Society) based on an agreed job description and profile attached as annex V.

- 6.5 The expatriate delegate representing the lead Partner National Society will take an active role and participate in the various working groups and committees related to the setting up, implementation and coordination of the RWSP.
- 6.6 The lead Partner National Society will inform all partners about internal or external issues that may affect the implementation of the RWSP.
- 6.7 The expatriate delegate shall automatically be a member of the tender committee meetings which are related to the RWSP.
- 6.8 The lead Partner National Society representative will participate in partnership meetings (or CAS process, if there is one), to consolidate their existing partnerships in accordance with their respective areas of competence to ensure coherence and complimentary of support to the (National Society) Strategic Plan.
- 6.9 The lead Partner National Society will actively participate in consultation with the (National Society) and IFRC- country in regular monitoring and evaluation of the implementation of the RWSP.

7. Responsibilities of the IFRC

The IFRC's main role is to promote, monitor and facilitate the (National Society) implementation of the RWSP and to ensure the terms of this MoU and the Contribution Agreement (Annex I) are met in coordination and consultation with the lead Partner National Society, (National Society), other consortium partners and where appropriate the donor, acting in a support role to coordinate the technical and financial support as required and budgeted for.

More specifically, the IFRC will:

- 7.1 Participate in the mid-term and final evaluation of the RWSP in consultation with the (National Society) and the lead Partner National Society.

- 7.2 Receive the donor funding component, and after deducting the agreed upon earmarked budget lines for support costs to be incurred at the secretariat and field level, including the 2 per cent service charge (calculated as 2 sevenths of the 7 per cent allowable Administration Costs in the detailed budget as annexed to the Contribution Agreement between the donor and the IFRC) will transfer the full remaining amount to the lead Partner National Society.
- 7.3 Consolidate the narrative and financial reporting received from the lead Partner National Society and submit to the donor in a timely fashion, further adding the financial and narrative reporting components related to the deducted budget lines for secretariat and field support costs.
- 7.4 Provide, as budgeted, technical support from secretariat and field level as per the earmarked budget lines, upon request and in consultation with (National Society) and the lead Partner National Society.

8. Audit

- 8.1 It is agreed by all partners to this MoU that the audit procedures of the IFRC will apply. Under these procedures the IFRC will appoint the auditors.
- 8.2 The (National Society), the lead Partner National Society and IFRC will give the auditors full access to all financial records, bank statements, vouchers and supporting documents if required.
- 8.3 The cost of audit will be borne by the RWSP.
- 8.4 It is agreed by all partners to this MoU that an annual performance audit be undertaken, according to the standard model, see annex VI during the programme period.

9. Evaluation

- 9.1 It is agreed that a mid-term evaluation of the RWSP shall be carried out during the 2nd year of implementation.
- 9.2 The mid-term evaluation will be open to by representatives of the (National Society), the lead Partner National Society, the

Partner National Society consortium and the IFRC. The evaluation team will be jointly selected.

- 9.3 A final evaluation during the 3rd year of implementation will be carried out using the same procedure as described in 9.1 and 9.2 above, and the description in the detailed bid proposal.

10. General

- 10.1 The provisions of this MoU may only be amended or modified with the mutual written consent of the five partners concerned.
- 10.2 In the event of any difficulty in implementing the terms of this MoU, the partners will consult each other promptly.
- 10.3 If any of the five partners decides to terminate this MoU earlier than the stipulated project period, they must serve formal notice in writing to the other four partners specify the period in advance with an explanation. A process of consultation and conciliation can then be initiated to safeguard the future of the RWSP. The primary objective of the partners in such circumstances shall be to ensure the best possible outcome for the intended beneficiaries. The partners shall also endeavour to avoid any new obligations, to avoid unnecessary further expenditures, to void all existing obligations that can legally be voided, and to facilitate any necessary reimbursement of payments.
- 10.4 In the event of and as soon as possible after the occurrence of any cause constituting *Force Majeure* (which shall be defined as “acts of nature, invasion or other acts of a similar nature or force”), the partners affected by the *Force Majeure* shall give to the other partners notice and full particulars in writing of such occurrence if the affected party is thereby rendered unable, in whole or in part, to perform its obligations or meet its responsibilities under the present MoU. The partners shall consult on the appropriate action to be taken, which may include suspension, or termination of the MoU, with the affected partner giving to the other partners at least specify the period written notice of such termination.

- 10.5 The Partners shall try to settle amicably, through direct negotiations, any dispute, controversy or claim arising out of or relating to this MoU, including breach and termination of the MoU. If these negotiations are unsuccessful, the matter shall be referred to arbitration by a sole arbiter appointed mutually by the partners. The arbitration will be held in Geneva and the proceedings will be in the English language.
- 10.6 Nothing in or relating to this MoU shall constitute or be deemed to waiver, express or implied of any of the privileges and immunities of the IFRC. The IFRC, its staff, its property and its assets, wherever located and by whomsoever held, shall enjoy immunity from every form of legal process

11. Annex

The following documents are annexed:

- Annex I Contribution Agreement
- Annex II Consortium Agreement
- Annex III Approved RWSP bid and budget
- Annex IV Partnership Statements signed by all the five partners
- Annex V Standard model.
- Annex VI Job description for the expatriate delegate.

Signatures

For the (National Society)

Name: _____

Title: _____

Place and Date: _____

For the Partner National Society – C (lead Partner National Society)

Name: _____

Title: _____

Place and Date: _____

For the Partner National Society – A

Name: _____

Title: _____

Place and Date: _____

For the Partner National Society – B

Name: _____

Title: _____

Place and Date: _____

For the IFRC

Name: _____

Title: _____

Place and Date: _____

Annex 3c. Schools

Memorandum of Understanding

between

**The Ministry of Education of (Country),
The (National Society)**

and

**The International Federation of Red Cross and Red Crescent
Societies**

on

The Education Facilities' Construction Programme

1. Introduction

- 1.1 Red Cross and Red Crescent Construction programme in (country) is governed by the *Constitution of the International Federation of Red Cross and Red Crescent Societies (IFRC) Rules and Principles for the International Red Cross and Red Crescent Disaster Relief, Standard Operation Procedures of the IFRC, Constitution of the (National Society), relevant legislation of the (country)*.
- 1.2 The Ministry of Education, the (National Society) and the International Federation of Red Cross and Red Crescent Societies (hereafter referred to as the IFRC) agree to cooperate in the implementation of the IFRC Emergency Appeal no. XX in the part which concerns the reconstruction of the mutually agreed number of education facilities in the (area), destroyed by the (disaster) on (date).

2. Purpose

- 2.1 The Parties agree that the overall aim of this MoU is to define their respective roles and responsibilities in the implementation of the education facilities *construction programme in (area)*.

3. Scope

- 3.1 This MoU covers the principles of implementation of the Ministry of Education/(National Society)/IFRC schools reconstruction programme in (area). It does not cover other assistance programmes executed by the (National Society) and supported by and/or through other agencies, including other donor National Red Cross and Red Crescent Societies which provide assistance out of the scope of the (implementing National Society)/IFRC programme outlined in the appeal, plan of action and budget of (date).
- 3.2 The Parties agree that the scope of the programme should include construction of total of (number) schools in (area): (number) Primary and (number) High Schools.
- 3.3 Out of the (number) schools, (number) ((number) Primary and (number) High) will be built up inside the existing School Complex, in cooperation with the Ministry of Education. Responsibilities of the IFRC in relation to the construction of these (number) schools, as well as to the complex in general, will be limited exclusively to those defined in the present MoU.
- 3.4 A table showing the site details of the (number) schools, provided by the Ministry of Education, will be signed and attached as Annex to this MoU. This table will form integral part of this MoU.
- 3.5 The character and location of the projects cannot be changed without clearly expressed consent of all parties to this MoU.

4. General

- 4.1 This MoU remains valid from the date of its signature until the date of handing over the completed infrastructure to the Ministry of Education by the (National Society) no later than (date).
- 4.2 The IFRC agrees to support the Ministry of Education and the (National Society) in their efforts for the quickest (re)construction of the socio-economic infrastructure in the (area), destroyed by the (disaster) (date), and decides to allocate financial

resources needed for the construction of educational facilities in (area), as defined in article 3.2 above.

- 4.3 The Ministry of Education proposes the type of education facilities, provides all required assistance on legal issues concerning land allocation. Evidently the Ministry of Education is fully responsible and accountable for the ownership of such land and any claims that may arise by any third legal or real party/parties including all organizations, companies, institutes, ministries etc. concerning the issue of land ownership. The Ministry of Education offers project specification for schools construction, and ensures availability of all other special permissions in liaison with the Ministry of Housing and other government authorities (specify capital city and or province/district).
- 4.4 The (National Society) facilitates overall programme implementation, especially relationship with relevant governmental authorities, including the Ministry of Education.
- 4.5 Coordination meetings between the representatives of the Ministry of Education, the (National Society) and the IFRC will be held regularly to discuss the progress of the implementation of the school reconstruction programme.
- 4.6 Nothing in this MoU shall be deemed a waiver (express or implied) of any of the privileges and immunities enjoyed by the IFRC as set out in the MoU concluded between the Government and the IFRC concerning the “Legal Status of the IFRC in the Country”, or any other applicable agreement.
- 4.7 It is hereby agreed that the IFRC shall not accept any liability for claims arising out of the activities undertaken by either the consultants, contractors or the Ministry of Education, including the design and construction of the building and its eventual conformity to national building codes. The Ministry of Education shall defend, hold harmless and indemnify the IFRC in regards to any such third party claims.

5. Implementation

5.1 The Ministry of Education will:

- 5.1.1 Propose, in consultations with the (National Society) and the IFRC, the equipment and required materials to be included in the education facilities (re)construction programme, specified by their functions and size.
- 5.1.2 Provide project descriptions and full technical documentation based on standards accepted in the (country).
- 5.1.3 Ensure allocation of the sites in the (area) for the construction of the defined education facilities.
- 5.1.4 Take the following concrete responsibilities:
- 5.1.5 Arrange all permits required by the authorities for the execution of the construction works.
- 5.1.6 Ensure that contractor(s) selected by the IFRC are granted required rights and appropriate permissions for construction on the selected sites.
- 5.1.7 Hand over the building sites to the contractor(s) for the construction period in such condition that is adequate for commencing the workers according to the time schedule agreed separately.
- 5.1.8 Provide construction site cleared from demolished buildings ready for commissioning construction activities.
- 5.1.9 Provide necessary access to the site, in condition required for site transportation.
- 5.1.10 Provide water and heating supply connection in the immediate vicinity of the (re)construction sites.
- 5.1.11 Provide electricity supply connection points in the immediate vicinity of the (re)construction sites.
- 5.1.12 Inspect working documentation in accordance with quality criteria of the (country) standards.
- 5.1.13 Secure and handle all legal aspects prior and during reconstruction works with other government authorities namely with the Ministry of Housing, governorate or local authority (spell out name(s) of the involved local authority(ies)).

- 51.14 In all stages of school construction monitoring and technical control as well as work quality and quantity approval according to the specifications and regulations of the (country) will be done by the IFRC. The IFRC through the joint monitoring with the Ministry of Education and the National Society will assure that all technical aspects raised by the Ministry of Education will be implemented in accordance to the specification and regulations of the (country).
- 5.1.15 Offer and maintain close organizational and technical co-operation on the progress, based on progress evaluation reports.
- 5.1.16 Take over the projects for the guarantee operation from the general contractors. After the expiry of the guarantee period the Ministry of Education and beneficiaries shall take over the projects from the contractors for operation and shall sign the corresponding certificate of handing-over and acceptance of the project.
- 5.1.17 Provide all required furniture, teaching and other equipments on its own costs and by the time when the projects are ready for physical handing over by the contractor.
- 5.1.18 Be responsible for running the facilities handed over by the IRCS upon completion of the construction and formal hand-over.

5.2 The (National Society) will:

- 5.2.1 Participate in monitoring the implementation of the school construction programme.
- 5.2.2 Provide technical assistance; contribute to the implementation of the programme through facilitating contacts and cooperation with relevant governmental authorities, especially with the Ministry of Education, Ministry of Housing, and local authorities in (area).
- 5.2.3 Provide list of potential consulting companies and contractors. Evidently, the IFRC is completely free to decide if it accepts any of the consultants recommended by the (National Society). The IFRC reserves for itself the right to select

contractor(s) or consultant(s) outside such lists, based on the results of the bids analysis.

- 5.2.4 Assist the IFRC in supervising the works executed by the contractor(s).
- 5.2.5 Be the recipient of the completed infrastructure from the IFRC for further handing over to the Ministry of Education and beneficiaries.
- 5.2.6 Provide first-aid services at all sites of construction for the contractors' workers and specialists during the construction period.
- 5.2.7 Not be responsible for running the facilities, after handing them over to the Ministry of Education.

5.3 The IFRC will:

- 5.3.1 Hold overall responsibility for planning, implementing, monitoring and reporting on the implementation of the programme.
- 5.3.2 Mobilize financial resources for the completion of the programme, excluding financial resources to cover the costs, specified in articles 5.3.10 of the present MOU.
- 5.3.3 Provide technical assistance, coordinate and facilitate implementation of the programme and liaise with the donors on all aspects of its implementation.
- 5.3.4 Identify and hire architect/engineering firm as a consultant for producing design, ensuring supervision, inspections and quality control in accordance with the structure, materials and equipments to the local construction standards, regulations, code of practice and agreement established with contractors for "Educational Facilities". The cost of consulting services will be covered by the IFRC.
- 5.3.5 Qualify, tender and select preferred vendor construction company(ies) following standard IFRC operation procedures.
- 5.3.6 Provide organizational and project management expertise including project definition, budgeting, contractor and consultant identification, tendering, evaluation, progress monitoring, reporting.

- 5.3.7 Sign the contracts with the contractors. In these contracts all the obligations of various parties will be stipulated in detail and the scope of works by various parties will be checked.
- 5.3.8 Effect the payments to the contractors in accordance with the progress of the works.
- 5.3.9 Arrange to hand over the educational facilities, upon accomplishment, to the Ministry of Education through the (National Society).
- 5.3.10 Not be responsible for running these educational facilities and any costs involved in their operation, maintenance, staffing, furniture, equipments, etc.
- 5.3.11 Be fully accountable for operational (narrative) and financial management of the programme and provide the financial and other reports to the donors.

6. Modification

- 6.1 In the case that obligations under this MoU, including mobilization of resources, execution of the individual projects, or effective administration thereof cannot be fulfilled, there shall be consultations with a view to amending or terminating this MOU in accordance with Articles 6.2 and 6.3 below. As well, if there is proven any lack of cooperation by the Ministry of Education or proper execution of its responsibilities mentioned on this MOU, the IFRC reserves the rights of unilateral termination of this MOU or ask for the compensation of any such losses or damages incurred.
- 6.2 Any provisions of this MoU can only be amended or modified with mutual written consent of the partners concerned.
- 6.3 The MoU may be terminated by any of the parties only in case of Force Majeure, such as war, fire, flooding, earthquake or other catastrophes, provided that these events have directly affected the performance of the MoU. In such a case, the fulfilment of the obligations under the MoU shall be postponed by the period of time in the course of which such events have occurred.

6.4 In case of disagreement the (specify the language) version is to be considered as the authentic version.

On behalf of:

The Ministry of Education

(National Society)

**The International Federation of Red Cross
and Red Crescent Societies**

Date, City and Country

Annex 4. Confirmation paper

Inspection of Design Documents by the Contractor
 (Copy to be included by the contractor in the Tender Document)

Note: If under point 2. or 3. a “List of drawings and/or building material samples” are provided, it is compulsory for the contractor to inspect them and have this inspection confirmed by IFRC and include this confirmation letter in his tender document.

1. Drawings attached to the tender document

Drwg-No.	Title	Description	Scale	Revision-No.

2. List of additional drawings or other design documents available (if any)

No.	Title	Description	Date
1.		(For example: Architectural Model, etc.)	
2. etc			

3. List of sample of building materials (if any)

No.	Date
1.	(For example: window hinge, hollow block, door sample, etc.)
2.	
3.	
4.	
5.	

Drawings and Samples (if any) are available for inspection from [date, time] at the following address:

IFRC address: _____

Person in charge: _____

Tel.: _____

Fax: _____

E-mail: _____

Confirmation

Samples (if any) were inspected on date by: _____

Name of Tenderer/Company: _____

Inspecting Person: _____

In charge of: _____

Date, Signature: _____

(IFRC persons in charge of the samples)

Annex 5. Levels of authorization for each tender procedure for construction works

Construction type	Tender procedure to be followed	Cost ceiling ¹ for each individual contract ²	Level of authorization ⁴
One single and complex construction project	Open tender (A)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD HoD ³
	Tender after pre-qualification (B)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Up to CHF 50.000 Any amendments to the contract	Geneva CoC LRMD (*5) HoD ³
Large projects with <i>many</i> individual but simple construction works	Tender for multiple designs (C)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD ⁵ HoD ³
	Scheduled rates contracting (D)	Each individual contract totalling CHF 50.000 or more Each individual contract below CHF 50.000	LRMD ⁵ HoD
One simple construction task	Tender for small works (E)	Each individual contract below CHF 50.000, which is the maximum sum for this Tender Procedure Each individual contract below CHF 1.000	HoD Technical Delegate after delegation of authority from HoD
Construction related services	Tender for services (F)	Totalling CHF 400.000 or more Above CHF 50.000 up to CHF 400'000 Below CHF 50.000 Any amendments to the contract	Geneva CoC LRMD ⁵ HoD ³

Guidelines

- ¹ Since the contract price is not known at the time of deciding on the applicable Tender Procedure, the cost ceiling is based on the then available engineers cost estimate. In rare cases, the final contract price, based on the lowest evaluated tender, may therefore exceed the ceiling for the chosen tender procedure. This, however, does not render such a tender procedure invalid. It has implications only regarding the contract signing authority.
- ² Artificially splitting of works in order to remain below the respective ceiling is not allowed. Works split into different tenders/contracts must follow technical necessities (different sites, different skills required) or managerial preferences (different times of execution, i.e. min 6 months between each implementation).
- ³ Any amendment, modification or renewal of a contract which has been previously approved will require an additional approval based on above cost ceiling. The level of authorisation is the same as per above cost ceiling and determined based on the cumulative amount of the initial contract value and additional value contained in subsequent amendment(s). For any amendments or revision to an existing contract, higher than 20% of the original contract value, will require tendering for additional works & services.
- ⁴ All levels of authorization are cumulative, such that for an open tender under procedure A with a value of CHF 400'000 the HoD will give his / her recommendations to LRMD, who will review and make recommendations to CoC for final decision and authorization.
- ⁵ LRMD – Logistics and Resource Mobilization Department in Geneva.

The approval of the Geneva Committee on Contracts (CoC) is required for:

- a) Any contract to be entered into with a single contractor in respect of a single requisition or a series of related requisitions in a calendar year totalling CHF 400,000 or more.
- b) Any amendment, modification or renewal of a contract previously reviewed by the CoC, where the contract amendment or a series of amendments in the aggregate increases the amount by more than 20 percent or CHF 200,000, whichever is less.
- c) Any amendment or modification of a contract previously reviewed by the CoC, where in the judgement of the Purchasing Officer the significance of the contract amendment in relationship to the criteria on which the original award was made would significantly affect the procurement process.
- d) Any amendment, modification or renewal of a contract not previously submitted to the CoC, where the amount in the aggregate now exceeds CHF 400,000.
- e) Any contract, amendment, modification or renewal of a contract which involves income to the Federation where the expected amount in the aggregate exceeds CHF 100,000.
- f) Any circumstances which render contract competition impracticable. (i.e., only one contractor existing/willing to execute the works)
- g) Any other matter relating to a contract referred to the CoC by the Secretary General or the Management Group.

Annex 6. Certificate – final completion of works

Plot/Site location: _____

Location in masterplan: _____ GPS coordinates: _____

In accordance with the Contract Agreement from _____ between the Federation (Employer) and the Contractor, _____ the outstanding rectification works as specified in the “Certificate – Provisional Acceptance of Works” dated _____ (punch/snagging list of _____ pages) have been inspected by the designated Resident Engineer.

The following persons participated in the inspection of the Works as authorized representative(s) for

the Employer: _____

the Contractor: _____

others: _____

The Resident Engineer herewith certifies that the Outstanding Rectification Works have been completed on the (date) and satisfactorily passed the prescribed final tests.

With the date of this certificate (completion of the rectification works) the contractual Maintenance Period (if foreseen in the contract) commences and will run for months until (date)

This Certificate is drawn up in two originals, with one original each for the Federation and the Contractor.

Signed for

the Federation

the Contractor

Annex 7. Certificate – handover of site and building(s) to the end-user

Plot/Site location: _____

Location in masterplan: _____ GPS coordinates: _____

Works to which the Certificate applies:

(list all the buildings/works in the contract:

The construction works specified above are completed in accordance with the Certificate of Provisional Acceptance of Works dated _____ between the Federation (“Employer”) and the Contractor.

Today *(date)* _____ the Federation has handed over the site and constructed building(s) to the End User / Beneficiary / Client

The contractual responsibilities by the Federation will cease to be in effect with the date of this Certificate.

This Certificate is drawn up in two originals, with one original each for the Federation and the Contractor.

Signed for

the IFRC

the End User

Annex 8. Guidelines to monitor defect liability period

Activity	Action to be taken	Responsibility	Document
Step 1	Joint inspection before handing over the houses.	Consultant, Partner National Society or IFRC's secretariat	Write up by Consultant
Step 2	Issue the practical completion certificate by the consultant.	Consultant	Consultant
Step 3	Confirming the DLP	Risk management unit if available or finance department	Endorsement issued by insurance/bank
Step 4	Defect identification; (priority should be given considering nature of the defects without considering the length of defect liability period) Educating beneficiaries regarding, rectifying the defects during DLP. Information about contractual/non contractual defects.	Consultant, Host National Society/ Partner National Society or IFRC's secretariat	Form No: 01
Step 5	Mid-term joint survey to confirm the rectification of damages (Steps should be taken to rectify defects completely within the given DLP)	Joint survey by Host National Society/Partner National Society or IFRC's secretariat, Consultant	Form No. 02

Activity	Action to be taken	Responsibility	Document
Step 6	Final joint survey after completion of rectification to finalization of the payment.	Joint survey by Host National Society/Partner National Society or IFRC's secretariat, Consultant	Form No. 03
Step 7	Beneficiary confirmation that defects have been rectified.	Host National Society/Partner National Society or IFRC's secretariat	Consultant
Step 8	No claim assurance from consultant/ contractor.	Contractor/consultant, programme officer construction/ risk management if available or finance department	Form No. 04
Step 9	Release of retention to contractor/ consultant.	Construction delegate, programme officer construction/ risk management if available or finance department	Form No: 05
Step 10	Releasing the liability from insurance.	Risk management unit if available or finance department	Endorsement issued by insurance/ bank

Annex 9. Approvals from authorities/relevant documents required to complete hospital and school projects check list

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Government	Copy of the project MoU	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Perimeter survey plan of the allocated land	Local Authority / Line Ministry	Independent land surveyor		
	Amendment of MoU (if needed)	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Certificate of completion	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Land acquisition (if applicable)	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Approvals	Line ministry / local authority approval – prior to construction				
	Layout and architecture	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority / Line Ministry		
	Drawings	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority / Line Ministry		
	Approval letter	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority / Line Ministry		
	Building plan approvals – prior and during construction				
	Council drawings for local authority approval	Consultant	Local Authority / Line Ministry		
	Layout plan, architectural plan and foundation details	Consultant	Local Authority / Line Ministry		
	Structural design (if required)	Consultant	Local Authority / Line Ministry		
	Schedule of doors and windows	Consultant	Local Authority / Line Ministry		
	Other authorities approval (costal authorities)	Consultant	Local Authority / Line Ministry		
Fire brigade approval (if required)	Consultant	Local Authority / Line Ministry			

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Approvals	Building plan approvals – prior and during construction (cont.)				
	Sewage treatment and disposal	Consultant	Local Authority / Line Ministry		
	Application forms and payment fee receipt	Consultant	Local Authority / Line Ministry		
	Garbage disposal method	Consultant	Local Authority / Line Ministry		
	Certificate of conformity – after construction				
	Blocking out survey plan and individual survey plan	Consultant	Local Authority / Line Ministry		
	Building services	Consultant	Local Authority / Line Ministry		
	Pressure test for the water scheme	Consultant	Local Authority / Line Ministry		
	As built water supply and drainage plan	Consultant	Local Authority / Line Ministry		
	Joint inspection report	Consultant	Local Authority / Line Ministry		
Certificate of conformity	Consultant	Local Authority / Line Ministry			

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Building contractors	Guarantees (anti-termite treatment, water proofing)	Consultant	Host National Society/Partner National Society/IFRC's secretariat		
	Soil test report (if required)	Consultant	Host National Society/Partner National Society/IFRC's secretariat		
	Practical completion certificate	Consultant	Host National Society/Partner National Society/IFRC's secretariat		
	Performance certificate	Consultant	Host National Society/Partner National Society/IFRC's secretariat		
	Contractor no claim certificate	Consultant	Host National Society/Partner National Society/IFRC's secretariat		
	Electrical test report	Consultant	Host National Society/Partner National Society/IFRC's secretariat		

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Line ministry	Project handover to line ministry	Host National Society/Partner National Society/IFRC's secretariat	Line Ministry		
	Line ministry satisfaction certificate	Host National Society/Partner National Society/IFRC's secretariat	Line Ministry		
	Water applications/connections and handover	Host National Society/Partner National Society/IFRC's secretariat	Line Ministry		
	Electricity applications/connections and handover	Host National Society/Partner National Society/IFRC's secretariat	Line Ministry		
	Annual general meeting minutes	Host National Society/Partner National Society/IFRC's secretariat	Line Ministry		

Annex 10. Approvals from authorities/ relevant documents required to complete water and sanitation projects check list

Note: This is only a suggested list.

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Government	Copy of the project MoU	Host National Society/Partner National Society IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Survey plan of the allocated land for pipe laying/ infrastructure	Local Authority/ Line Ministry	Independent Land Surveyor		
	Amendment of MoU (if needed)	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Certificate of completion	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		
	Land acquisition (if applicable)	Host National Society/Partner National Society/ IFRC's secretariat	Government/ Red Cross Red Crescent partner		

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Approvals	Line ministry/local authority approval – prior to construction				
	Scheme layout/ Associated infrastructure	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority/ Line Ministry		
	Drawings (hydraulic profiles, scheme designs and associated infrastructure)	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority/ Line Ministry		
	Approval correspondence	Host National Society/Partner National Society/ IFRC's secretariat	Local Authority/ Line Ministry		
	Installation approvals – prior and during installation				
	Local authority approval	Consultant	Local Authority		
	Drawings (hydraulic pro- files, scheme designs and associated infrastructure)	Consultant	Local Authority/ Line Ministry		
	Structural design (if required)	Consultant	Local Authority/ Line Ministry		
	Other authorities approval (highway and road authorities, enviro- nmental agency etc)	Consultant	Local Authority/ Line Ministry		
	Sewage treatment and disposal – if applicable	Consultant	Local Authority/ Line Ministry		
Application forms and payment fees receipts	Consultant	Local Authority/ Line Ministry			

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Approvals	Certificate of conformity – after construction				
	As built drawings (hydraulic profiles, scheme designs and associated infrastructure)	Consultant	Local Authority/ Line Ministry		
	Commissioning inspections and certificates	Consultant	Local Authority/ Line Ministry		
	Pressure test certificates for the water scheme	Consultant	Local Authority/ Line Ministry		
	Joint inspection report	Consultant	Local Authority/ Line Ministry		
	Certificate of conformity	Consultant	Local Authority/ Line Ministry		
Civil engineering contractors	Guarantees – materials and plant	Consultant	Host National Society/ Partner National Society/IFRC		
	Water test	Consultant	Host National Society/ Partner National Society/IFRC		
	Soil test report (if required)	Consultant	Host National Society/ Partner National Society/IFRC		
	Practical completion certificate	Consultant	Host National Society/ Partner National Society/IFRC		

	Description	Prepared/ requested by	Signed by	Original/ copy	Yes/no
Civil engin. contr. (cont.)	Performance certificate	Consultant	Host National Society/ Partner National Society/IFRC		
	Contractor no-claim certificate	Consultant	Host National Society/ Partner National Society/IFRC		
	Mechanical and electrical test report	Consultant	Host National Society/ Partner National Society/IFRC		
Line ministry	Project handover to line ministry	Host National Society/Partner National Society/IFRC	Line Ministry		
	Line ministry satisfaction certificate	Host National Society/Partner National Society/IFRC	Line Ministry		
	Water applications/connections and handover	Host National Society/Partner National Society/IFRC	Line Ministry		
	Electricity applications/connections and handover	Host National Society/Partner National Society/IFRC	Line Ministry		
	Annual general meeting minutes	Host National Society/Partner National Society/IFRC	Line Ministry		

Annex 11. Water and sanitation policy

Introduction

The consumption of water and the generation of human waste are such commonplace aspects of human life that planning for the appropriate use or removal of them is often overlooked. The evidence is abundant that failure to ensure an adequate supply of safe water or to arrange for safe disposal of excreta is a major contributing factor to disease transmission, ill health, misery and death.

More than one billion people lack access to safe water and over three billion, half of humanity, do not have adequate sanitation facilities. The failure to promote a safe water supply and healthy hygiene practices often lead to the transmission of infectious diseases. The WHO estimates that 2.5 million people died from diarrhoeal diseases in 2000, 80% of them being children under the age of five. The number of people without adequate water and sanitation facilities could reach 5.5 billion in the next 20 years.

Access to safe water and sanitation is a human right as declared by the United Nations. In carrying out their humanitarian mandate in alleviating and improving the condition of the vulnerable populations of the world, both in ordinary times as well as in emergencies, the International Federation of Red Cross and Red Crescent Societies and individual National Red Cross and Red Crescent Societies are increasingly involved in the provision of Water and Sanitation services as part of the overall health and care interventions. Water and Sanitation programmes provide an integral link to the International Federation and its National Societies programmes from Disaster Management to Organizational Development and provide an avenue for the various technical sectors to collaborate and cooperate in their activities.

A careful, respectful approach to official community leaders and traditional and/or religious leaders is imperative. Local knowledge and advice is crucial, and utilization of the Red Cross/Red Crescent local structures is adamant. Cultural and traditional background information on the target community should be sought prior to approaching the community.

When the community is committed, Government is informed and relationships with other players and local Red Cross structures are established, the engineering work may commence.

Important is the acknowledgement of effective international partnerships and the establishment of such.

Scope

This policy applies to all Water and Sanitation interventions carried out by National Societies and the International Federation. National Societies and the International Federation's programming and advocacy aims at incorporating Water and Sanitation objectives into general health and development programmes as well as in emergency situations Water and Sanitation is a Health initiative, clearly defined and seen as one of the most important aspects of preventive/public health. The Federation's basic health policy has underlined the need for a community-based approach.

Community Based Health Care can therefore not be considered without addressing the issue of Water and Sanitation coverage.

Statement

The International Federation and each National Society shall:

1. Recognize the importance of having a regular exchange of information between the water supply and sanitation sector and the health information system and where possible and feasible collect and analyze health statistics and trends before starting any Water and Sanitation intervention and to monitor them

during and after implementation to determine the projects impact upon the health status of the beneficiaries.

2. Acknowledge the need for appropriate assessment before any intervention, confirming the need as well as avoiding duplication of efforts made by other organizations and/or governments.
3. Recognize the issue of gender and the need for a gender-balanced approach to any Water and Sanitation intervention. Consult with and encourage the participation of all sections within the population in formulating objectives and identifying key public health issues, especially recognising the needs of women and children.
4. Ensure community participation and management in the programme, aiming at reducing implementation costs and to encourage ownership. Communities should naturally be involved from the onset. Participatory techniques (such as PHAST, Participatory Hygiene and Sanitation Transformation) are well established in Federation Water and Sanitation/Health Programmes.
5. Realize that the hardware (e.g. pumps, pipes) aspects of Water and Sanitation interventions are easier to implement compared to the software aspects. Hygiene promotion (hygiene education, community participation and management etc.) must be established parallel to, if not, before introducing the hardware. Hardware installations need to be sustainable for the community with the ability to maintain them leading to long-term ownership. This will ensure best possible community ownership, management and commitment. In emergencies minimum aspects of hygiene promotion need to be established.
6. Give due consideration to the use of appropriate local technologies and cultural preferences for the sustainability of the work. Imported solutions from developed countries are often bound to fail.

This will require well designed projects that build community capacities, recognizing local leadership in operation and

maintenance skills as well as build capacities within the National Red Cross and Red Crescent Societies.

7. Encourage the establishment of national society water and sanitation strategies for which this policy provides the base.
8. Ensure full attention to development of human resources like National Society staff, delegates and volunteers in the area of Water and Sanitation. Suitable training is required in technical, managerial and public health areas for most Water and Sanitation initiatives.
9. Respond to emergencies and disasters (population movements, camp situations etc.) which require Water and Sanitation interventions with qualified personnel following Red Cross/Red Crescent and other technical standards.
10. Design and implement Water and Sanitation operations aiming at an effective evolution from relief to development and consider the integration of related sectors e.g. Health Programmes, HIV/AIDS, food security, organizational development, disaster preparedness, as much as possible, keeping in mind that programs can have a developmental character right from the start and do not always evolve out of an emergency situation.
11. Formulate clear exit or phasing out strategies at an early stage of any Water and Sanitation intervention recognising the responsibility of the National Societies and the International Federation for the long term impact and durability of technical installations.

Responsibilities

National Societies and the International Federation have the responsibility to ensure that all Water & Sanitation activities and programmes are carried out in compliance with this policy; that all staff and volunteers participating in such programmes are aware of the rationale and content of the policy; and that all relevant governmental, intergovernmental and non- governmental partners are adequately informed about this policy. It is the responsibility of the International Federation and it's National Societies to adhere

to Government Policies/Standards with regards to water quality issues. In the absence of such standards, the WHO drinking water guidelines need to be followed.

Reference

This policy was adopted by the 8th Session of the Governing Board in Geneva, 21–23 October 2003.

Further reading

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 - Pan American Health Organization. *Safe Hospitals: A Collective Responsibility – A Global Measure of Disaster Reduction*. 2005 www.paho.org/english/dd/ped/SafeHospitals.htm
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- ↳ Sphere Project. *Humanitarian Charter and Minimum Standards in Humanitarian Response*. Geneva, 2011. www.sphereproject.org/content/view/720/200/lang,english/
- ↳ Statutes of the International Red Cross and Red Crescent Movement. Adopted by the 25th International Conference of the Red Cross at Geneva: 1986 amended in 1995 and 2006. www.icrc.org/eng/assets/files/other/statutes-en-a5.pdf
- ↳ Jha Abhas K. *Safer Homes, Stronger Communities: Handbook for Reconstruction after Natural Disasters*. The World Bank. 2010 www.housingreconstruction.org/housing/home

The Fundamental Principles of the International Red Cross and Red Crescent Movement

Humanity The International Red Cross and Red Crescent Movement, born of a desire to bring assistance without discrimination to the wounded on the battlefield, endeavours, in its international and national capacity, to prevent and alleviate human suffering wherever it may be found. Its purpose is to protect life and health and to ensure respect for the human being. It promotes mutual understanding, friendship, cooperation and lasting peace amongst all peoples.

Impartiality It makes no discrimination as to nationality, race, religious beliefs, class or political opinions. It endeavours to relieve the suffering of individuals, being guided solely by their needs, and to give priority to the most urgent cases of distress.

Neutrality In order to enjoy the confidence of all, the Movement may not take sides in hostilities or engage at any time in controversies of a political, racial, religious or ideological nature.

Independence The Movement is independent. The National Societies, while auxiliaries in the humanitarian services of their governments and subject to the laws of their respective countries, must always maintain their autonomy so that they may be able at all times to act in accordance with the principles of the Movement.

Voluntary service It is a voluntary relief movement not prompted in any manner by desire for gain.

Unity There can be only one Red Cross or Red Crescent Society in any one country. It must be open to all. It must carry on its humanitarian work throughout its territory.

Universality The International Red Cross and Red Crescent Movement, in which all societies have equal status and share equal responsibilities and duties in helping each other, is worldwide.

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