



GAMWORKS

THE GAMBIA AGENCY
FOR THE MANAGEMENT OF PUBLIC WORKS

EFFICIENT
SUSTAINABLE
IMPACTFUL

TECHNICAL MANUAL OF PROCEDURES

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*Companion document to the GAMWORKS
Finance and Administration Manual*

2026

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OF UNIDO

BUILDING A BETTER GAMBIA THROUGH EFFECTIVE PUBLIC WORKS

TABLE OF CONTENTS

Document Control.....	4
PREFACE.....	5
LIST OF ACRONYMS AND ABBREVIATIONS.....	6
GLOSSARY OF TERMS.....	7
LIST OF TABLES AND FIGURES.....	9
PART 1: INTRODUCTION AND INSTITUTIONAL FRAMEWORK.....	12
1.1 Purpose, Scope and Status.....	12
1.2 How the Manual Is Organised.....	12
1.3 The Manual and the Finance and Administration Manual.....	13
1.4 Order of Precedence.....	13
1.5 Origins and the AGETIP Model.....	14
1.6 Legal Status and Governance.....	15
1.7 Mission, Vision and Mandate.....	16
1.8 Objectives and Scope of Intervention.....	17
1.9 Modalities of Intervention.....	18
1.10 What Distinguishes GAMWORKS from a Project Implementation Unit.....	22
1.11 Organisation and Roles under this Manual.....	23
1.12 Working Principles, Core Values and Conduct.....	25
PART 2: PROJECT CYCLE MANAGEMENT.....	28
2.1 Introduction to the Project Cycle.....	28
2.2 Project Cycle as Executing Agency.....	31
2.3 Project Cycle as Delegated Contract Manager.....	34
2.4 Project Cycle in Technical Assistance.....	36
2.5 Procedures Common to All Modes.....	39
PART 3: PROCUREMENT OF WORKS, GOODS AND CONSULTANCY SERVICES.....	59
3.1 Principles and Applicable Rules.....	59
3.2 Award Committee and Evaluation Committee.....	62
3.3 Registration of Contractors and Consultants.....	64
3.4 Procurement of Works.....	66
3.5 Selection of Consulting Firms.....	68
3.6 Selection of Individual Consultants.....	71
3.7 Procurement of Goods.....	72
3.8 Bid Opening, Evaluation and Award of Contracts.....	73
3.9 Contract Management, Termination and Agency Completion of Distressed Contracts.....	75

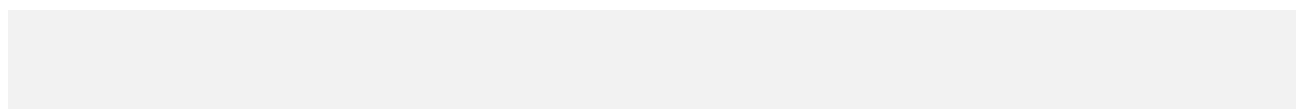
3.10 Force Account as a Method of Execution.....	83
3.11 Complaints, Conflict of Interest and Integrity.....	84
3.12 Procurement Filing and Records.....	84
PART 4: GRANT AND MATCHING GRANT MANAGEMENT AND COMMUNITY-LED IMPLEMENTATION.....	87
4.1 Purpose, Scope and Principles.....	87
4.2 Design of a Grant Scheme.....	89
4.3 Call for Proposals and Community Mobilisation.....	90
4.4 Appraisal and Selection.....	90
4.5 Grant Agreement.....	91
4.6 Community Procurement.....	91
4.7 Role of GAMWORKS in Community Procurement and Implementation.....	95
4.8 Community-Implemented Works.....	96
4.9 Disbursement and the Matching Contribution.....	96
4.10 Monitoring, Reporting and Remedies.....	97
4.11 Completion, Handover and Maintenance.....	98
PART 5: ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS).....	100
5.1 Environmental and Social Policy Statement.....	100
5.2 Screening and Categorisation of Activities.....	101
5.3 Environmental and Social Impact Assessment and Management Plans.....	104
5.4 Contractor and Grantee Environmental and Social Obligations.....	105
5.5 Labour, Occupational Health and Community Safety.....	106
5.6 Stakeholder Engagement and Information Disclosure.....	108
5.7 Vulnerable and Marginalized Groups Screening.....	110
5.8 Incident Management and Reporting.....	111
5.9 Monitoring and Continuous Improvement.....	112
PART 6: GENDER EQUALITY, SOCIAL INCLUSION AND SAFEGUARDING (GESI/SEAH).....	115
6.1 Gender and Social Inclusion Policy Statement.....	115
6.2 Gender Assessment and Gender Action Planning.....	116
6.3 Survivor-Centred Principles.....	119
6.4 Prevention of Sexual Exploitation, Abuse and Harassment (SEAH).....	120
6.5 Reporting, Referral and Survivor Support.....	123
6.6 Gender/SEAH Focal Points and Case Management.....	124
6.7 Training and Awareness.....	125
PART 7: GRIEVANCE REDRESS MECHANISM (GRM).....	128
7.1 Purpose and Scope (Institutional and Project-Level).....	128
7.2 Access Channels and Intake Procedures.....	129
7.3 Anonymous and Whistleblower Complaints.....	131

7.4 Case Handling, Timelines and Appeals.....	I32
7.5 Sensitive and SEAH Complaint Handling.....	I33
7.6 Escalation to External Bodies.....	I34
7.7 Complaints Register and Annual Reporting.....	I35
PART 8: CHILD SAFEGUARDING.....	I38
8.1 Policy Statement, Scope and Guiding Principles.....	I38
8.2 Governance, Roles and Responsibilities.....	I39
8.3 Child Safeguarding Risk Assessment and Planning.....	I39
8.4 Code of Conduct, Safe Recruitment and Contractor/Grantee Obligations.....	I40
8.5 Safe Programme and Site Management, and Child Labour.....	I41
8.6 Reporting, Referral and Case Management.....	I41
8.7 Child-Friendly Grievance and Feedback.....	I42
8.8 Monitoring, Training and Alignment with ESMS and GESI/SEAH.....	I43
PART 9: QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT.....	I45
9.1 Technical and Design Quality Reviews.....	I45
9.2 Procurement Quality Control.....	I46
9.3 Site Inspection Standards.....	I47
9.4 Peer Review and Independent Verification.....	I47
9.5 Corrective Action Tracking.....	I49
9.6 Management Review.....	I50
PART 10: MONITORING, EVALUATION, REPORTING AND LEARNING.....	I53
10.1 Results Frameworks and Indicators.....	I53
10.2 Data Collection and Data Quality Assurance.....	I54
10.3 Reporting.....	I56
10.4 Evaluation.....	I58
10.5 Learning and Knowledge Management.....	I59
10.6 Management Response and Follow-Up.....	I60

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PREFACE



On behalf of the Board and management of the Gambian Agency for the Management of Public Works, I am pleased to introduce this Technical Manual of Procedures.

This Manual sets out, in a single reference, how GAMWORKS identifies, designs, procures, delivers, monitors and closes the projects, Delegated Management Contracts and grants entrusted to us, and how we manage the environmental, social and grievance responsibilities that come with that work. It stands alongside our Finance and Administration Manual as the second of GAMWORKS' two core operating manuals, in the tradition shared

across the network of AGETIP-model agencies of which we are part.

This edition brings together, for the first time in one document, procedures that have long guided our work, alongside systems the Agency has adopted as its mandate has grown: institutional grant management, a formal Environmental and Social Management System, a Gender Equality, Social Inclusion and Safeguarding Policy, a Grievance Redress Mechanism, child safeguarding, and structured monitoring, evaluation and quality assurance functions.

I thank the technical, procurement, finance and safeguards staff across GAMWORKS who contributed their experience to this Manual, and the Board for its guidance throughout its development.

I ask every member of staff, and every contractor, consultant and grantee who works with us, to know this Manual and to apply it. It is how GAMWORKS does its work, and how we hold ourselves accountable for doing it well.

Omar Gaye

Omar Gaye

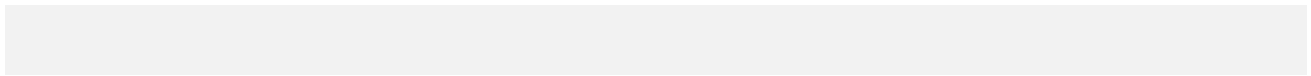
Director General

GAMWORKS

LIST OF ACRONYMS AND ABBREVIATIONS

Acronym	Meaning
AML/CFT	Anti-Money Laundering and Countering the Financing of Terrorism
CQS	Selection Based on Consultants' Qualifications
DMC	Delegated Management Contract
DQA	Data Quality Assessment
ESIA	Environmental and Social Impact Assessment
ESMP	Environmental and Social Management Plan
ESMS	Environmental and Social Management System
FIDIC	International Federation of Consulting Engineers
GAP	Gender Action Plan
GESI	Gender Equality and Social Inclusion
GRM	Grievance Redress Mechanism
KYC	Know Your Customer
MDA	Ministry, Department or Agency
MEL	Monitoring, Evaluation, Reporting and Learning
OHS	Occupational Health and Safety
PEP	Politically Exposed Person
PMP	Project Management Professional
PPA	Public Procurement Act
PRINCE2	Projects in Controlled Environments, version 2
QBS	Quality Based Selection
QCBS	Quality and Cost Based Selection
RACI	Responsible, Accountable, Consulted, Informed
RFP	Request for Proposals
RFQ	Request for Quotations
SEAH	Sexual Exploitation, Abuse and Harassment
SMART	Specific, Measurable, Achievable, Relevant, Time-bound
ToR	Terms of Reference

UNIDO	United Nations Industrial Development Organization
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GLOSSARY OF TERMS

Terms used throughout this Manual carry the following meanings unless the context requires otherwise. This is the complete glossary; a short-form version also appears at Part 1.4 for reference while reading that Part.

Term	Meaning
GAMWORKS / the Agency	The Gambian Agency for the Management of Public Works
The Board	The GAMWORKS Board of Directors
Director General	The Director General of GAMWORKS
Development partner	An external financier, in whole or in part, of a project administered by GAMWORKS
Delegated Management Contract (DMC)	An agreement between GAMWORKS and a Ministry, Department, Agency, development partner, local authority, beneficiary institution or other authorised entity under which GAMWORKS is entrusted with responsibility for managing specified project, programme, grant, procurement, infrastructure, service delivery or related implementation functions on behalf of that entity
Project Cycle	The sequence of identification, design, appraisal, approval, implementation, monitoring, closure and evaluation set out in Part 2
Stage Gate	One of five defined approval points in the project cycle (Concept, Design/Appraisal, Mobilisation, Mid-Term Review, Closure), each with a named approver, set out in Part 2
Technical Review Committee	The committee that validates feasibility studies, designs, cost estimates and major variations before approval, set out in Part 2.5.5
Grant Award	The institutional processes by which GAMWORKS designs, calls for, appraises, contracts, disburses and closes grants or sub-grants under Part 4
Grant Coordinator	A Project Manager designated to hold accountability for a specific grant or sub-grant scheme from design through closure, set out in Part 4
Grant Review Committee	The committee that appraises and selects grant applications, set out in Part 4.4
ESMS	The Environmental and Social Management System set out at Part 5
Safeguards Focal Point	Staff designated to carry out environmental, social and gender screening, monitoring and incident reporting under Parts 5 and 6

GESI/SEAH	The Gender Equality, Social Inclusion and Safeguarding (Sexual Exploitation, Abuse and Harassment) Policy set out at Part 6
Gender/SEAH Focal Point	A Safeguards Focal Point with additional training in survivor-centred case management, set out in Part 6.6
GRM	The Grievance Redress Mechanism set out at Part 7
Risk Category	The A/B/C (High/Substantial/Low) classification assigned to a project under Part 5.2 or a grant under Part 4.4, which determines the depth of appraisal, oversight and monitoring applied to it
Project Closure Report	The factual record of what was delivered against scope, schedule and budget, prepared under Part 2.5.II
Completion Evaluation	The independent or self-conducted assessment of relevance, coherence, effectiveness, efficiency, impact and sustainability, conducted under Part 2.5.II or Part 4.10.I, applying the standard at Part 10.4
Management Response	The tracked response to an evaluation, audit or quality assurance finding, set out in Part 10.6 and applied by Part 9.5
Community of Practice	A recurring peer-learning forum in a technical domain (Procurement, Safeguards, or Monitoring and Evaluation), set out in Section 3.3.7 of the Finance and Administration Manual



LIST OF TABLES AND FIGURES

Table 1.1: Order of Precedence.....	9
Table 1.2: GAMWORKS' Roles and Governing Instruments.....	9
Table 1.3: Roles and Responsibilities under this Manual.....	9
Table 1.4: GAMWORKS Core Values (CONCRETE).....	9
Figure 2.1: Overview of GAMWORKS' Role at Each Stage, by Mode of Intervention.....	9
Table 2.1: Stages of the Project Cycle by Mode of Intervention.....	9
Figure 2.2: Project Cycle as Executing Agency.....	9
Figure 2.3: Project Cycle as Delegated Contract Manager.....	9
Figure 2.4: Division of Tasks in Procurement and Contract Management Support to a Project Implementation Unit.....	9
Figure 2.5: Sequence of Technical Studies and Review.....	9
Figure 2.6: Acceptance and Handover of Works.....	9
Table 3.1: Contract Levels for Works.....	9
Figure 3.1: Sequence of a Competitive Procurement.....	9
Table 3.2: Criteria for the Technical Evaluation of Consultants' Proposals.....	9
Figure 3.2: Response to a Distressed Works Contract.....	9
Figure 4.1: Cycle of a Community Sub-Project.....	9
Table 4.1: Community Procurement Methods.....	9
Figure 4.2: Division of Tasks in Community Procurement.....	9
Table 5.1: Environmental and Social Policy Statement.....	9
Table 5.2: Screening and Categorisation of Activities.....	9
Table 5.3: Screening and Categorisation of Activities (II).....	9
Table 5.4: Environmental and Social Impact Assessment and Management Plans.....	9
Table 5.5: Contractor and Grantee Environmental and Social Obligations.....	9
Table 5.6: Labour, Occupational Health and Community Safety.....	9
Table 5.7: Stakeholder Engagement and Information Disclosure.....	9
Table 5.8: Indigenous Peoples Applicability and Vulnerable Groups Screening.....	9
Table 5.9: Incident Management and Reporting.....	9
Table 5.10: Monitoring and Continuous Improvement.....	9
Table 6.1: Gender and Social Inclusion Policy Statement.....	9
Table 6.2: Gender Assessment and Gender Action Planning.....	9
Table 6.3: Social Inclusion Screening and Action Planning.....	9
Table 6.4: Prevention of Sexual Exploitation, Abuse and Harassment.....	9
Table 6.5: Reporting, Referral and Survivor Support.....	9
Table 6.6: Gender/SEAH Focal Points and Case Management.....	9

Table 6.7: Training and Awareness.....	9
Table 7.1: Purpose and Scope (Institutional and Project-Level).....	9
Table 7.2: Access Channels and Intake Procedures.....	9
Table 7.3: Anonymous and Whistleblower Complaints.....	9
Table 7.4: Case Handling, Timelines and Appeals.....	9
Table 7.5: Sensitive and SEAH Complaint Handling.....	9
Table 7.6: Escalation to External Bodies.....	9
Table 7.7: Complaints Register and Annual Reporting.....	10
Table 9.1: Technical and Design Quality Reviews.....	10
Table 9.2: Procurement Quality Control.....	10
Table 9.3: Site Inspection Standards.....	10
Table 9.4: Peer Review and Independent Verification.....	10
Table 9.5: Corrective Action Tracking.....	10
Table 9.6: Management Review.....	10
Table 10.1: Results Frameworks and Indicators.....	10
Table 10.2: Data Collection and Data Quality Assurance.....	10
Table 10.3: Reporting.....	10
Table 10.4: Reporting (II).....	10
Table 10.5: Evaluation.....	10
Table 10.6: Learning and Knowledge Management.....	10
Table 10.7: Management Response and Follow-Up.....	10



GAMWORKS

THE GAMBIA AGENCY
FOR THE MANAGEMENT OF PUBLIC WORKS

PART 1

Introduction and Institutional Framework

DELIVERING INFRASTRUCTURE
FOR A BETTER GAMBIA

PART 1: INTRODUCTION AND INSTITUTIONAL FRAMEWORK

Block A: Introduction to the Manual

1.1 Purpose, Scope and Status

This Manual sets out the procedures by which GAMWORKS identifies, designs, procures, delivers, monitors and closes the Donor funded Projects, Delegated Management Contracts and grants entrusted to it, and by which it manages the environmental, social, gender, child safeguarding and grievance responsibilities that accompany that work. It is the single reference for staff and management on how technical work is done at GAMWORKS.

The Manual applies to all GAMWORKS staff engaged in project identification, design, procurement, implementation, supervision, monitoring, grant management and safeguards. It applies to every project and Delegated Management Contract administered by GAMWORKS, regardless of the value of the works, goods or services involved, and to every grant or sub-grant scheme GAMWORKS manages. Through the contracts and agreements GAMWORKS signs, its requirements also bind the contractors, consultants, suppliers, grantees and other parties engaged by or through the Agency.

The Manual is a continuing institutional document. It applies to assignments financed by the Government, local authorities, communities, private clients and development partners within GAMWORKS' mandate. Requirements of a particular financier apply only to the assignments governed by those requirements.

Procurement follows the applicable national requirements and the procurement provisions of the agreements governing each assignment. Contract conditions, including FIDIC conditions where selected, govern the contracts into which they are incorporated. The relevant Parts of this Manual identify the reference frameworks for procurement, grants and safeguards and explain how they are applied.

The Board of Directors approves this Manual and determines its effective date and any transitional arrangements. Until it takes effect, the existing approved Technical Manual of Procedures remains the governing reference. The approval, effective date and arrangements for ongoing assignments are recorded in the Document Control record. Adoption of the Manual does not, by itself, amend a signed contract or agreement.

1.2 How the Manual Is Organised

The Manual is organised in ten Parts. Part 1 introduces the Manual and sets out the institutional framework within which GAMWORKS operates. Parts 2 to 4 cover the core delivery processes: Project Cycle Management; Procurement of Works, Goods and Consultancy Services; and Grant and

Matching Grant Management and Community-Led Implementation. Parts 5, 6, 7 and 8 cover the Agency's safeguards systems: the Environmental and Social Management System; Gender Equality, Social Inclusion and Safeguarding; the Grievance Redress Mechanism; and Child Safeguarding. Parts 9 and 10 cover Quality Assurance and Continuous Improvement, and Monitoring, Evaluation, Reporting and Learning. Capacity development for all staff is governed by Section 3.3 of the Finance and Administration Manual.

Each procedure is set out as a sequence of steps, identifying who carries out each step and who approves it. Forms and templates are referred to by annex letter at the point where they are used, and are issued as a separate controlled set of Annexes. Terms used in the Manual carry the meanings given in the Glossary of Terms. The Manual and its Annexes are kept under review and amended in accordance with Part 9.

1.3 The Manual and the Finance and Administration Manual

This Manual and the Finance and Administration Manual are designed to operate in tandem, without duplicating one another. The Finance and Administration Manual governs institutional finance, administration, human resources, integrity and information systems. This Manual governs project cycle management, procurement for projects and Delegated Management Contracts regardless of value, grant award and sub-grant management, and the safeguards systems set out in Parts 5 to 7 and Part 8.

A single project will usually involve both Manuals. Procurement of works, goods or consultancy services follows this Manual, while the resulting payment, its recording and its reconciliation follow the Finance and Administration Manual. Institutional procurement of office supplies, minor equipment and consumables remains under the Finance and Administration Manual. Anti-money laundering, know-your-customer and sanctions screening are governed by the Finance and Administration Manual and applied at the relevant steps of Parts 3 and 4 of this Manual. Annex 1.3 cross-references each function to the Manual and section in which it is performed.

1.4 Order of Precedence

GAMWORKS applies the laws of The Gambia, its financing agreements, its DMCs and its approved Manuals to each assignment. Table 1.1 sets out the order for applying these instruments. At the start of the assignment, the Project Manager identifies the applicable requirements, including procurement procedures, approval limits, reporting obligations and safeguards. Differences are recorded on the project file and resolved before the affected activity proceeds. The order below does not authorise a departure from Gambian law.



Table 1.1: Order of Precedence

Rank	Instrument
1	The laws of The Gambia
2	Financing agreements with development partners
3	Delegated Management Contracts and equivalent agreements with Ministries, Departments, Agencies and other entities
4	This Manual and the Finance and Administration Manual, as approved by the Board
5	Procedures, guidelines and templates issued under either Manual

For example, where a financing agreement requires procurement under the financier's own procurement rules, those rules apply to that project in place of the methods and thresholds in Part 3, to the extent permitted by Gambian law. Where a project agreement or Delegated Management Contract sets a requirement stricter than this Manual, the stricter requirement applies to that project, and the Project Manager records the difference on the project file before implementation begins. Any conflict that cannot be resolved by applying this order is referred to the Director General.

Block B: GAMWORKS Institutional Framework

1.5 Origins and the AGETIP Model

1.5.1 Establishment

GAMWORKS was established in 1993 by the Government of The Gambia, with the support of international development partners including the World Bank, to reform the delivery of public infrastructure through the introduction of Delegated Management Contracts. Its creation responded to a practical need: to execute public works and related services quickly, transparently and at reasonable cost, through procedures that are simple to apply and easy to verify, while drawing on the national private sector to carry out the works.

Over more than three decades, GAMWORKS has delivered infrastructure and related programmes on behalf of the Government, its sectors, local authorities and development partners. It has built a standing body of procedures, staff experience and institutional memory that allows it to take on new assignments without having to be re-established for each one.

1.5.2 The AGETIP Model

GAMWORKS belongs to the family of public works execution agencies known as the AGETIP model, which originated in West Africa and has since been adopted by agencies in more than twenty African



countries. Agencies of this model share a common design, which GAMWORKS applies in its own work:

- (a) an autonomous body under private law, entrusted by Government with executing works and services in the public interest on behalf of the authorities and institutions that own them;
- (b) intervention through delegated management, under which the Owner of the Works delegates defined functions to the agency by contract, while retaining ownership of the works;
- (c) reliance on the private sector, with works, studies, supervision and supplies contracted out to firms and consultants selected through competitive and transparent procedures;
- (d) the use of labour-intensive methods wherever they are economically effective, to create employment and contribute to the reduction of poverty;
- (e) simple, rapid and verifiable procedures, set out in written manuals of procedures, which national and local authorities can also adopt for their own contract management; and
- (f) management by results, with the agency accountable to the Owner of the Works and the financier for delivering each assignment to agreed quality, cost and time.

In keeping with the model, GAMWORKS operates with two core manuals: this Technical Manual of Procedures and the Finance and Administration Manual.

1.6 Legal Status and Governance

1.6.1 Legal Status

GAMWORKS is incorporated under the Companies Act, Cap. 95.01, as a company limited by guarantee without share capital, and operates under its Memorandum and Articles of Association. It is therefore a legal person under private law that performs a public service. It contracts in its own name and is accountable for the obligations it assumes.

The Agency's relations with the Government are governed by a Framework Agreement between the Government and the Agency. No authority outside the Agency may claim, in respect of the Agency's activities, any prerogative other than those that derive expressly from the Agency's contractual commitments or from the laws applicable to legal persons under private law.

1.6.2 Governance Structure

GAMWORKS is governed at four levels:

- (a) **The General Assembly of Members**, which exercises the powers reserved to the members of the Agency under its Memorandum and Articles of Association.
- (b) **The Board of Directors**, an independent body that exercises strategic and fiduciary oversight of the Agency. The Board sets broad policy direction, approves strategic plans, budgets, policies and

manuals, including this Manual, oversees institutional risk management and holds Management to account for results. The Board appoints the Director General.

(c) **The Director General**, who is the chief executive of the Agency, reports to the Board, and is responsible for its day-to-day management and for executing its mandate. Only the Director General may issue instructions to Agency staff, either directly or through the lines of authority established by the Director General.

The governance and organisational structure is set out in full in the Finance and Administration Manual, which also sets out the reporting arrangements of the Internal Auditor.

1.7 Mission, Vision and Mandate

1.7.1 Mission and Vision

The mission and vision of GAMWORKS, as set out in its Strategic Plan 2025-2035, are:

Mission: “To execute and manage public works projects, services, and programs in the public interest, delivering strong socioeconomic benefits on behalf of the Government, its sectors, and partners.”

Vision: “To be The Gambia’s premier public works agency, driving sustainable climate-resilient infrastructure through innovative financing, inclusive economic growth, employment creation, livelihood improvements, capacity building, knowledge transfer, digital transformation, and setting a benchmark for excellence in West Africa.”

1.7.2 Mandate

GAMWORKS’ mandate is to act as a development-oriented infrastructure agency with the capacity to serve its clients in four roles:

- (a) **Executing Agency:** implementing infrastructure on behalf of the Government and its partners, using labour-intensive approaches that promote employment and inclusion.
- (b) **Delegated Management Contract Partner:** managing civil works as stipulated in the legal project agreements signed with sector agencies and donor institutions.
- (c) **Implementing Unit:** assuming direct management of projects, including financial oversight, where clients lack execution capacity.
- (d) **Project Assistant to Project Implementation Units:** providing procurement and contract management support to an existing Project Implementation Unit, which retains fiduciary responsibility.

How GAMWORKS carries out each of these roles is described in Section 1.9.

1.7.3 Strategic Direction

The Strategic Plan 2025-2035 positions GAMWORKS as a high-performing delegated contract management agency and sets four strategic objectives: to ensure financial sustainability; to develop and nurture human capital; to improve governance, institutional efficiency and project delivery standards; and to strengthen institutional visibility, stakeholder engagement and public trust. This Manual contributes most directly to the third objective, by setting the standards to which projects are delivered.

1.8 Objectives and Scope of Intervention

1.8.1 General Objectives

The purpose of GAMWORKS is to execute and manage public works, goods and consultancy services for economic and social development projects on behalf of public or private organisations. Its objectives derive from its Memorandum and Articles of Association and are pursued through the assignments entrusted to the Agency. They include the following three general objectives:

- (a) **Serving the public interest:** executing development projects expeditiously, in accordance with the principles of economy, impartiality, transparency and efficiency, and applying procedures that are simple, rapid and verifiable, which national and local authorities can in turn adopt for their own contract and procurement management.
- (b) **Creating employment:** using labour-intensive methods wherever they are economically effective, thereby contributing to employment creation and the reduction of poverty.
- (c) **Building the capacity of the construction and public works sector:** helping to develop the national private sector, in particular local consulting firms and small and medium-sized enterprises in construction and public works, and building their capacity to study, execute and supervise a wide range of civil works.

1.8.2 Specific Objectives

GAMWORKS supports the implementation of infrastructure projects and the complementary capacity-building measures required by the stakeholders involved, on behalf of the Government of The Gambia and its development partners. This combines the delivery of physical works with the practical skills and arrangements needed to prepare, execute, supervise, operate and maintain them.

For each assignment, these objectives are translated into agreed outputs, quality requirements, costs and completion periods in the Delegated Management Contract and implementation programme. Where relevant, the programme includes training for local firms, guidance to beneficiaries and preparation of the institution that will operate the completed facilities. Such activities must form part of the agreed assignment and budget.



1.8.3 Scope of Intervention

GAMWORKS intervenes mainly in the management and implementation of economic and social development projects, in particular in the following areas:

- (a) building construction and public works, including climate-resilient infrastructure;
- (b) the promotion and training of small and medium-sized enterprises;
- (c) the sensitisation and preparation of beneficiaries to participate in, use and maintain the works executed;
- (d) the promotion of the building materials and equipment industry;
- (e) the procurement of capital equipment directly related to the projects or components entrusted to the Agency;
- (f) community and social development, and technologies that encourage the creation of employment;
- (g) the fight against poverty and malnutrition;
- (h) the management of grant and sub-grant schemes where these fall within the Agency's mandate and are expressly entrusted to it under an authorised agreement; and
- (i) other areas agreed with its partners that fall within the Agency's mandate and capacity.

These areas describe the scope within which GAMWORKS may be entrusted with work; they do not confer an unrestricted authority to undertake new activities. Before accepting an assignment, Management establishes that the proposed services fall within the Agency's mandate, that the responsibilities are clearly defined and that the necessary staff, specialist support and funding can be provided.

1.9 Modalities of Intervention

1.9.1 The Owner of the Works

Ownership of the works refers to the powers and prerogatives recognised by law to the legal person on whose behalf buildings or civil engineering works are executed. That legal person is the Owner of the Works, and it remains the authority principally responsible for the works under its care. The Owner of the Works may be a Ministry, Department or Agency; a local government authority; a State or parastatal institution; an association or community organisation; or, where agreed, a private sector institution.

Delegation does not transfer ownership of the works to GAMWORKS. The Owner retains the powers and obligations not expressly delegated, including the decisions and provision of resources assigned

to it in the contract. GAMWORKS exercises only the authority entrusted to it and refers matters outside that authority to the Owner through the agreed channels.

1.9.2 The Delegated Management Contract

In fulfilling its mission, the Owner of the Works may delegate defined powers and functions to a legal person operating under public or private law, which acts as Delegated Contract Manager. The Delegated Management Contract, referred to as the DMC, records the authority conferred on GAMWORKS and the services it is to perform on the Owner's behalf. It identifies the works, goods or services concerned, the procedures to apply, the funding arrangements, the timetable and the Agency's remuneration.

GAMWORKS intervenes mainly within the framework of Delegated Management Contracts. These are concluded either under a Framework Agreement between the State and the Agency, or as a Special Delegated Management Contract between a Beneficiary and the Agency. Model agreements are provided in Annexes I.1 and I.2.

The DMC also specifies the responsibilities retained by the Owner; the arrangements for design, supervision, procurement and management of project funds; the limits of approval and signature authority; reporting and audit obligations; and the arrangements for acceptance and handover. Changes to scope, fees or delegated authority are recorded through the agreed amendment process before the additional services are undertaken.

1.9.3 Roles and Instruments

GAMWORKS acts as a Project Implementation Agency responsible for all or part of a project, or as Delegated Contract Manager for defined parts of a project. The four operational roles in Table 1.2 describe how that framework is applied. They may overlap within an assignment; the DMC determines the actual responsibilities. The same framework applies whether resources come from Government, the Owner or a development partner.

Under a DMC for PIU services, GAMWORKS manages the agreed programme, procurement, contracts, project funds and reporting. External consultants undertake design or supervision where those services are required and are not assigned to the Agency. GAMWORKS manages their appointments and reviews their performance within the powers conferred by the DMC; it does not assume a consultant's contractual certification powers merely because it manages the project.

Under a DMC for design and supervision together with PIU services, GAMWORKS also undertakes the specified professional services through suitably qualified personnel. The DMC defines the design deliverables, supervision and certification duties, professional responsibilities and remuneration for those services. Designs and payment recommendations are independently checked in accordance with Section 1.11.3, and the Owner's approval responsibilities remain clear. The choice between these



arrangements is based on the services required and the Agency's capacity, rather than the source of finance.

Table 1.2: GAMWORKS' Roles and Governing Instruments

Role	What GAMWORKS does	Governing instruments
Executing Agency (Project Implementation Agency)	Acts as Delegated Contract Manager for all or part of the components of a project, including management of the project funds. Receives and appraises sub-project applications from Beneficiaries and carries the full delivery cycle (Section 1.9.4(a)).	The DMC; the financing and project agreements where applicable; the Agency's Manuals; and any agreed project implementation manual
Delegated Management Contract Partner (Delegated Contract Manager)	Manages the agreed works, goods and services for projects or components selected by the Owner. May provide PIU services alone or design and supervision together with PIU services, as expressly agreed in the DMC.	The legal documents of the project; the Delegated Management Contract, which states which procedures apply and may refer to this Manual
Implementing Unit	Undertakes the project implementation and financial management functions entrusted by the client. Authority, reporting and responsibilities retained by the client are defined in the agreement.	The DMC or other instrument entrusting the assignment; applicable financing provisions; this Manual and the Finance and Administration Manual
Project Assistant to a Project Implementation Unit	Provides procurement and contract management support to an existing Project Implementation Unit, which retains fiduciary responsibility.	The agreement with the Project Implementation Unit, which defines the support to be provided; the procurement provisions of this Manual as referenced in that agreement

1.9.4 The Delivery Sequence

(a) As Executing Agency. Where the assignment includes the selection of sub-projects, GAMWORKS receives applications from Beneficiaries and assesses eligibility against the agreed programme criteria, the DMC, the financing agreement where applicable and any approved project implementation manual. It then carries out the following tasks within its delegated authority:

1. gathering information on the Beneficiary;
2. gathering information on the proposed project;

3. defining the sub-project and its programme;
4. evaluating and selecting projects;
5. prioritising and programming projects;
6. signing Delegated Management Contracts;
7. procuring works, goods and consultancy services (studies, supervision and monitoring);
8. signing contracts for studies, works and supervision;
9. commencing the works;
10. monitoring and supervising the works;
11. accepting the works and handing them over to the Owner of the Works; and
12. inspecting, where necessary, the goods delivered to verify their conformity with the technical specifications.

(b) As Delegated Contract Manager for projects already selected. Where the Owner or Beneficiary has selected the projects, GAMWORKS signs the DMC with the authorised Owner, including a Beneficiary acting in that capacity, and schedules the sub-projects. It reviews the available studies and implementation arrangements before undertaking tasks 7 to 12 within the agreed scope. Any further preparation, design or supervision to be performed by GAMWORKS is expressly included in the DMC. Implementation follows the DMC and the applicable project and financing provisions.

In both cases, technical preparation and the arrangements for funding, supervision and maintenance must be adequate before works commence. Inspection of goods takes place at the relevant delivery and acceptance stages. Where the assignment is limited to support for an existing PIU, GAMWORKS performs only the tasks delegated to it, and the agreement identifies the decisions and fiduciary responsibilities retained by that PIU.

The detailed procedures for each stage of this sequence are set out in Part 2 (Project Cycle Management) and Part 3 (Procurement).

1.9.5 Partners

GAMWORKS executes the mission delegated to it in collaboration with three main partners:

- (a) **The Owner of the Works**, on whose behalf GAMWORKS intervenes (Section 1.9.1). Relations between GAMWORKS and the Owner of the Works are governed by the agreements that delegate contract management to the Agency and set out how the funds needed to execute the projects will be provided.
- (b) **The Beneficiary** is the user of the works or the person or community for whom the works and activities are intended. The Beneficiary, or the institution designated to operate the facilities, must

have the financial and technical capacity to operate and maintain them. GAMWORKS establishes these arrangements with the Owner during preparation and includes any agreed training or support in the assignment. Where the Beneficiary signs the DMC as the person legally entitled to delegate the works, it also acts as Owner of the Works.

(c) **The financier** provides the resources for the project. Funding may comprise loans, credits, grants or the Owner's own resources, including national or community budgets. Where an external financing institution is involved, the financing agreement and any accompanying Project Agreement define its relationship with GAMWORKS, including applicable reporting, review and disbursement requirements. Financing does not, by itself, determine ownership or transfer powers beyond those provided in the governing agreements.

1.9.6 Service Providers

GAMWORKS contracts works and services out to others and relies on the private sector as its main service providers. These are engineering firms, for studies and works supervision; consultants, for management and audit services; contractors, for the execution of works and the supply of equipment, materials and related services; suppliers, for equipment, materials and other goods connected with the projects; and other service providers, such as associations and non-governmental organisations. Relations between GAMWORKS and its service providers are governed exclusively by the contracts between them.

Where the DMC expressly includes design and supervision by GAMWORKS, the Agency performs those services with the required staff, skills and capacity, as described in Section 1.9.3 and Part 2. It appoints external specialists for services it cannot competently provide. In-house work is subject to independent technical review and the same quality requirements as work undertaken by consultants.

Contracting work out does not transfer GAMWORKS' accountability for it. GAMWORKS remains answerable to the Owner of the Works and the financier for the work it contracts out, and its contracts and grant agreements carry the corresponding obligations down to contractors, consultants, grantees and their subcontractors, as set out in Parts 3 and 4.

1.10 What Distinguishes GAMWORKS from a Project Implementation Unit

Governments and development partners often deliver projects through a Project Implementation Unit: a team set up within or alongside a Ministry for the life of a single project and wound up when the project closes. GAMWORKS can support such units, and can itself act as an implementing unit where a client needs one. It is, however, a different kind of institution, as the following features show.

(a) **A permanent institution.** A PIU established for a particular project normally serves that assignment for its agreed duration. GAMWORKS carries its staff, systems, records and lessons from



one assignment to the next. Each new project benefits from established procedures and accumulated operational experience.

(b) **Its own legal personality and operational independence.** GAMWORKS contracts in its own name and answers for the commitments it makes. Its relations with Government are governed by the Framework Agreement and applicable law. Instructions to staff pass through the Director General, directly or through authorised lines of management, while project decisions follow the approved procedures and contractual authority.

(c) **Many clients and sources of finance.** GAMWORKS serves Ministries, local authorities, public institutions and other clients under government-funded and externally financed assignments. Its institutional procedures apply across the portfolio, together with the particular obligations of each assignment under Section 1.4.

(d) **Accountability by contract.** Every assignment is governed by a Delegated Management Contract or equivalent agreement that fixes its scope, budget, timetable and fee. GAMWORKS is answerable to the Owner of the Works and the financier for delivering to those terms.

(e) **Partnership with the private sector.** GAMWORKS procures works, goods and external consultancy services through the applicable procedures. It promotes the participation and capacity of national firms and economically effective labour-intensive methods while observing the eligibility and competition requirements of each assignment. It also provides design and supervision itself where these services are expressly entrusted to it.

(f) **A lean structure that recovers its costs.** GAMWORKS operates through two lean departments and recovers the cost of its services through the management fees set in its Delegated Management Contracts. This gives it a direct interest in delivering efficiently and to standard.

(g) **A role matched to the client's need.** GAMWORKS may implement a project, manage selected components, provide PIU services, combine those services with design and supervision, or support an existing PIU. The agreement identifies the services required and the responsibilities of each party (Section 1.9.3).

When a Ministry, local authority or development partner entrusts a project to GAMWORKS, it therefore engages an established institution with its own governance, procedures and track record.

1.11 Organisation and Roles under this Manual

1.11.1 Organisation

GAMWORKS is organised in two functional departments, supported by a small number of specialised functions reporting to the Director General.

- (a) **The Technical Department**, headed by the Technical Director, leads the delivery of the Agency's infrastructure programmes. It is staffed by Senior Project Managers, Project Managers and Project Assistants responsible for project design and construction supervision, project procurement, contract management and quality assurance.
- (b) **The Finance and Administration Department**, headed by the Finance and Administration Director, is responsible for budgeting, financial management, institutional procurement, human resource management and general administration.
- (c) **Functions reporting to the Director General**, as set out in the Strategic Plan 2025-2035, include the Internal Auditor and the Corporate Affairs Manager, under whom sit the Monitoring, Evaluation and Learning, Communications, Information Technology and Public-Private Partnership functions.

Procurement for projects and Delegated Management Contracts is a competency embedded within project management, carried out by Project Managers and Technical Teams in accordance with Part 3, rather than a separate organisational unit.

1.11.2 Roles and Responsibilities

Table 1.3 sets out the roles that carry specific responsibilities under this Manual. The full organisational structure, including reporting lines, is set out in the Finance and Administration Manual.

Table 1.3: Roles and Responsibilities under this Manual

Role	Reports to	Responsibilities under this Manual
Board of Directors	General Assembly of Members	Approves this Manual, including the policies set out in Parts 5 to 7 and Part 8
Director General	Board of Directors	Overall accountability for project delivery, procurement, grant management and safeguards performance; approves project concept notes and funding proposals (Part 2); resolves conflicts referred under Section 1.4
Technical Director	Director General	Heads the Technical Department; accountable for project cycle management and for procurement of works, goods and consultancy services (Parts 2 and 3)

Role	Reports to	Responsibilities under this Manual
Project Managers and Technical Teams	Technical Director	Day-to-day management of assigned projects and Delegated Management Contracts through the project cycle (Part 2); procurement planning, bidding, consultant selection, contractor registration, procurement filing and contract administration (Part 3)
Technical Review Committee	Director General	Validates feasibility studies, designs, cost estimates and major variations before approval (Part 2)
Finance and Administration Department	Finance and Administration Director	Payment, recording and reconciliation for projects, Delegated Management Contracts and grants under the Finance and Administration Manual; support for anti-money laundering and sanctions screening (Parts 3 and 4)
Internal Audit	As set out in the Finance and Administration Manual	Independent assurance over the procurement, grant and safeguards controls in this Manual (Part 9)
Safeguards Focal Points	Technical Director	Screening, categorisation, monitoring and incident reporting under the safeguards systems (Parts 5, 6 and 8)
Grievance Redress Committee	Director General	Receives, tracks and resolves grievances under the Grievance Redress Mechanism (Part 7)

1.11.3 Independent Technical Review

An officer who prepares a design, evaluation or payment recommendation does not provide its independent review or approval. The Technical Director arranges review by a suitably qualified colleague who did not prepare the work, or by an external specialist where the necessary independence or competence is unavailable internally. The review and the resolution of comments are recorded. This applies equally when GAMWORKS provides design and supervision under a DMC and does not create new posts, units or reporting lines.

1.12 Working Principles, Core Values and Conduct

1.12.1 Working Principles

The operation of GAMWORKS is governed by its rules of procedure. In exercising their responsibilities, all staff apply the following working principles.



- (a) **Independence.** The Agency acts within its Framework Agreement, contractual commitments and the law. External authorities exercise only the powers arising from those instruments. Instructions to Agency staff are issued by the Director General, directly or through the authorised management structure. Requests affecting an assignment are considered and recorded through the agreed contractual channels.
- (b) **Impartiality.** The Agency does not practise any form of discrimination or preferential treatment in its relations with beneficiaries, suppliers of goods and services, or any other person or institution involved in its activities. It applies only the decision-making and selection procedures provided in the financing agreements or set out in its Manuals.
- (c) **Efficiency.** Decisions and the application of procedures at every level are guided by the aim of optimal efficiency, particularly in terms of quality, cost and timeliness of the operations the Agency manages.
- (d) **Economy.** Subject to efficiency, minimising cost without compromising the quality of the project is a constant concern of the Agency and of every member of its staff. No consideration of prestige may justify the use or procurement of resources, equipment or services beyond what is strictly necessary for the Agency's activities and projects.
- (e) **Transparency.** The Agency applies transparent and fully verifiable procedures in executing the projects entrusted to it, particularly in procurement and in the management of project accounts and funds, as well as its own funds.
- (f) **Management by objectives.** Each financial year, the Director General establishes departmental objectives from the Agency's overall programme. Each staff member receives a letter of objectives explaining the results expected and their contribution to departmental and Agency objectives. Progress is reviewed during the year against the planned results, and delays or other shortfalls are addressed through the responsible supervisor.

1.12.2 Core Values

The core values of GAMWORKS, set out in its Strategic Plan 2025-2035 under the acronym CONCRETE, guide the conduct of the Agency and its staff:

Table 1.4: GAMWORKS Core Values (CONCRETE)

Value	Meaning
Credibility	Deliver complex infrastructure reliably, transparently and with integrity
Objectivity	Apply fair, equitable and impartial decision-making across all partnerships and procurement processes

Value	Meaning
Nation-building	Align our work with national development priorities and inclusive growth
Cost-efficiency	Make judicious use of funds to achieve value for money
Resilience	Build infrastructure that withstands climate, economic and operational shocks
Ethics	Uphold the highest professional standards in conduct, accountability and service delivery
Transparency	Operate with openness and share relevant information with all stakeholders
Excellence	Pursue quality and innovation in every aspect of our work

1.12.3 Conduct of Staff

Under its Memorandum and Articles of Association and its Framework Agreement with Government, GAMWORKS performs a public service. Staff therefore observe the confidentiality, impartiality and discipline required by that responsibility and the loyalty to Government associated with the Agency's public-service mission. This duty is exercised professionally and without political or religious partisanship. In particular:

- (a) staff accord equal treatment to all users of the Agency's services, including the beneficiaries of works and the contractors;
- (b) staff do not, in the performance of their functions, engage in political or religious propaganda, and do not publicly criticise their superiors or the government authorities;
- (c) staff observe the professional code of ethics at all times and refrain from corruption and any other form of fraudulent practice;
- (d) staff respect the confidentiality of information on the Agency's activities and use it only for authorised purposes.

The duties of loyalty, discipline and confidentiality do not prevent staff from reporting suspected misconduct through the authorised integrity, grievance or audit channels, or from cooperating with a competent investigation. Official communications and concerns about Agency business are handled through the appropriate institutional channels.

1.12.4 Conflicts of Interest

Staff may not, directly or through an intermediary, hold any interest in, or exercise responsibilities in, a company or institution that has or may have commercial relations with the Agency or benefit from its activities, and may not receive any remuneration, commission or fee from such a company or

institution. Every staff member declares any such commitments, interests or holdings on recruitment and divests them within one month; compliance is a condition of permanent employment.

Declarations are updated when circumstances change and before a staff member participates in a decision that may be affected by an interest. The staff member discloses the matter to the responsible supervisor and takes no part in the affected decision while it is being resolved. Management records the action taken and verifies compliance through the arrangements in the Finance and Administration Manual.

The detailed code of conduct, declaration procedures and disciplinary arrangements are set out in the Finance and Administration Manual.

1.12.5 Obligations of Service Providers

The objectives and working principles of the Agency require its service providers to perform their contracts in a professional, objective and impartial manner. Service providers may act only within the areas of competence for which the Agency has recognised them. No engineering consultant engaged by the Agency to advise on the preparation or execution of a project may act as a contractor on it, or provide any service other than that for which the Agency engaged it. Likewise, no contractor engaged to supply goods or execute works may act as an engineering consultant or provide any service other than that for which the Agency engaged it. Relations between the Agency and its service providers, contractors and suppliers are governed exclusively by the contracts between them.

The Agency checks these obligations before appointment and during performance. A provider discloses interests or relationships that may impair its independence and does not extend its role beyond the authorised contract. Any proposed change of scope is assessed for competence, conflict of interest and compliance with the applicable procurement procedure before approval.



THE GAMBIA AGENCY
FOR THE MANAGEMENT OF PUBLIC WORKS

TECHNICAL MANUAL
OF PROCEDURES

PART 2

PART 2: PROJECT CYCLE MANAGEMENT

2.1 Introduction to the Project Cycle

2.1.1 Purpose of this Part

This Part sets out the procedures by which GAMWORKS manages a project from the moment it is entrusted to the Agency until it is closed. In this Part, “project” covers both development partner-financed projects and Delegated Management Contracts, unless a distinction is stated.

GAMWORKS does not manage every project in the same way. As set out in Part 1, Section 1.9, it intervenes in three modes: as Executing Agency, as Delegated Contract Manager, and through Technical Assistance. The mode decides where the Agency’s role begins and ends, which stages it carries out itself, and which decisions remain with the Client, the client or the Project Implementation Unit. This Part therefore sets out a separate cycle for each mode (Sections 2.2 to 2.4), followed by the procedures that apply in every mode (Section 2.5).

2.1.2 Stages of the Project Cycle

Every project passes through some or all of the following stages:

- (a) **entry and agreement**, in which the instrument entrusting the project to GAMWORKS is concluded and the mode of intervention is fixed;
- (b) **identification, appraisal and feasibility**, in which the project or sub-project is defined, its eligibility confirmed and, where required, its technical and financial viability established;
- (c) **studies and design**, from scheme design to the bidding documents;
- (d) **procurement** of works, goods and consultancy services under Part 3;
- (e) **execution and supervision** of the works, goods or services;
- (f) **acceptance and handover** of the completed works to the Client or the Beneficiary; and
- (g) **closure and evaluation**, including the final accounts, the completion evaluation and the capture of lessons.

2.1.3 The Stages by Mode of Intervention

Figure 2.1 gives an overview, and Table 2.1 shows in more detail who carries out each stage in each mode. Where a stage is shown as carried out by another party, GAMWORKS does not perform it unless the governing agreement provides otherwise.



Figure 2.1: Overview of GAMWORKS' Role at Each Stage, by Mode of Intervention

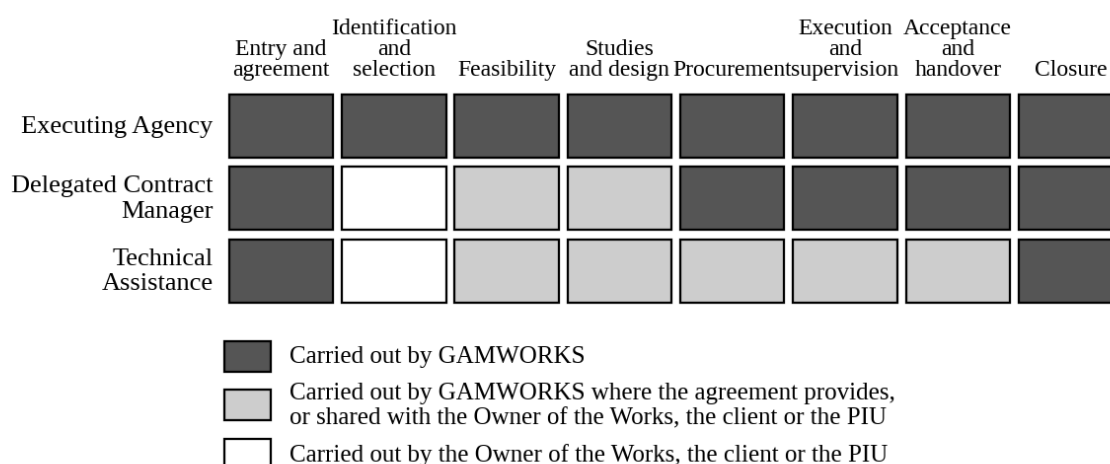


Table 2.1: Stages of the Project Cycle by Mode of Intervention

Stage	Executing Agency	Delegated Contract Manager	Technical Assistance
Entry and agreement	Financing agreement or agreement entrusting the project to GAMWORKS; a DMC with each Beneficiary where the project includes sub-projects	DMC with the Client	Technical assistance agreement with the client or the PIU
Identification and selection	GAMWORKS appraises and selects sub-projects, or prepares the project with the client	Already selected by the Client	Client or PIU
Feasibility	GAMWORKS, where required and not already completed	GAMWORKS where the DMC includes it; otherwise GAMWORKS reviews the existing study	Client or PIU; GAMWORKS where the agreement includes it
Studies and design	GAMWORKS, in-house or contracted	GAMWORKS where the DMC includes it; otherwise the Owner's designs, reviewed by GAMWORKS	Client or PIU; GAMWORKS advises or reviews where agreed

Stage	Executing Agency	Delegated Contract Manager	Technical Assistance
Procurement	GAMWORKS	GAMWORKS	Client or PIU; where agreed, GAMWORKS conducts the process and the client or PIU awards and signs
Management of funds	GAMWORKS manages the project funds, with full financial oversight where it assumes direct management	As set in the DMC	Client or PIU
Execution and supervision	GAMWORKS	GAMWORKS	Client or PIU; GAMWORKS supports contract management where agreed
Acceptance and handover	GAMWORKS, with the Beneficiary or the client	GAMWORKS, with the Client	Client or PIU, assisted by GAMWORKS where agreed
Closure	Project closure with the client and the financier	DMC closure and settlement of the fee	Close-out of the technical assistance agreement

2.1.4 Confirming the Mode at Entry

The mode of intervention is determined by the instrument that entrusts the project to GAMWORKS, and is recorded on the project file when that instrument is signed. Where a single assignment combines modes, for example executing one component directly while providing Technical Assistance on another, each component follows the cycle for its own mode.

Approvals referred to in this Part are given in accordance with the Delegation of Authority Matrix in the Finance and Administration Manual. Where a financing agreement or Delegated Management Contract requires the prior no-objection of the financier or the Client, that no-objection is obtained before the step concerned is completed.

At entry, the Project Manager prepares a responsibility schedule identifying the Contracting Authority, source and flow of funds, approval and signature powers, design and supervision arrangements, and decisions reserved to the Owner or client. Under a government Delegated Management Contract, GAMWORKS may carry PIU responsibilities alone or provide design and supervision in addition to PIU functions. The agreement shall state the combination expressly, with separate technical checking, certification and financial approval arrangements.

2.2 Project Cycle as Executing Agency

2.2.1 When this Mode Applies

GAMWORKS acts as Executing Agency when it is made responsible for all or part of the components of a project, including the management of the project funds. In this mode GAMWORKS carries the whole cycle. Where the project provides for sub-projects proposed by Beneficiaries, GAMWORKS receives and appraises their applications, selects and programmes them, and delivers them through to handover.

This mode also covers projects whose direct management, including financial oversight, a client entrusts to GAMWORKS because it lacks the capacity to execute them itself. In that case GAMWORKS manages the project as a whole, using its own staff, systems and procedures, and reports to the client and the financier.

2.2.2 Governing Instruments

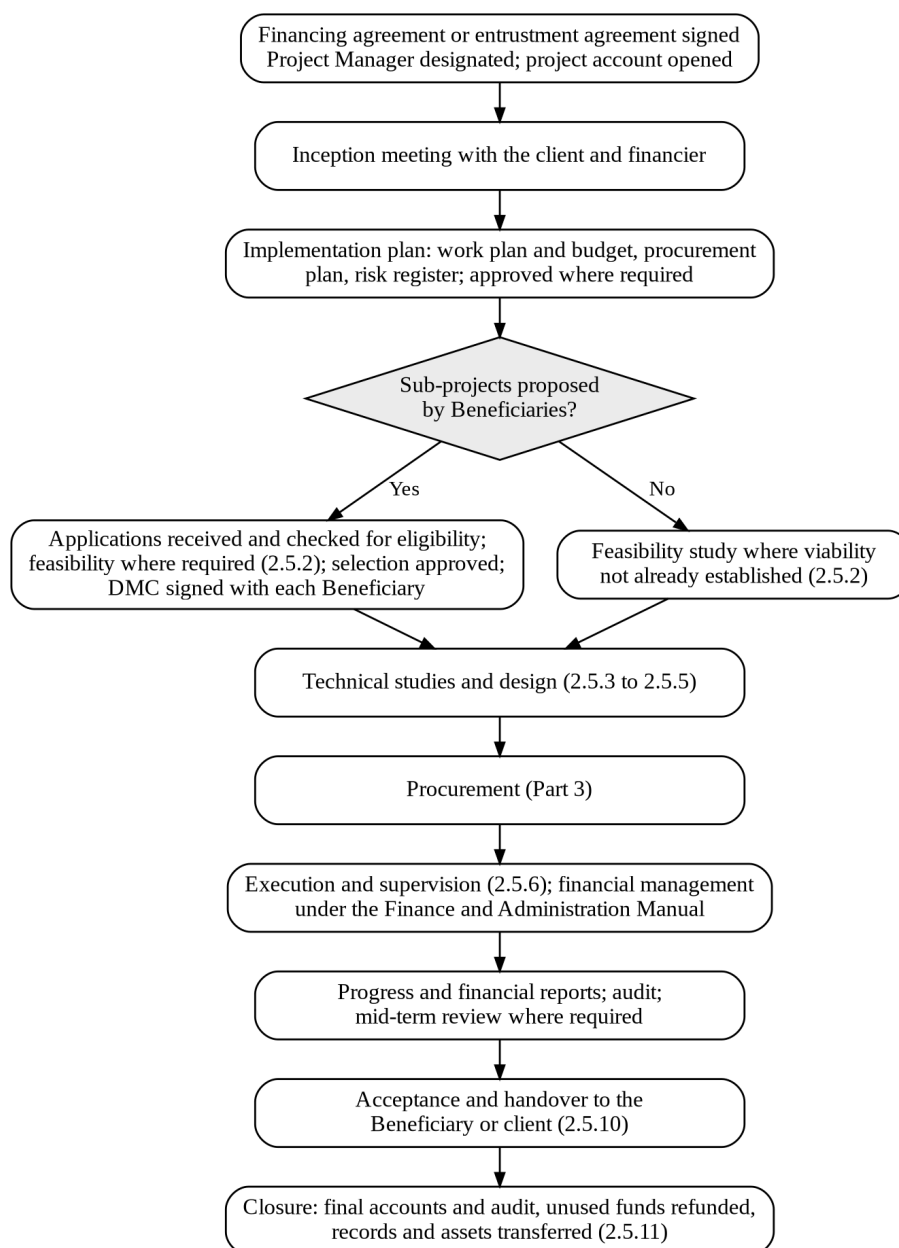
The cycle is governed by the financing agreement (credit, loan, grant or project agreement) or the agreement under which the client entrusts the project to GAMWORKS, any project implementation manual, the Delegated Management Contract signed with each Beneficiary where the project includes sub-projects, and this Manual and the Finance and Administration Manual. In accordance with Part I, Section 1.4, the procedures of the financing agreement prevail where they differ from this Manual.

2.2.3 Procedure

Figure 2.2 summarises the cycle. The steps are set out below.



Figure 2.2: Project Cycle as Executing Agency



1. On signature of the financing agreement or the agreement entrusting the project to GAMWORKS, the Technical Director designates a Project Manager and the project team, and the project account is opened under the Finance and Administration Manual.
2. An inception meeting is held with the client, and where relevant the financier, to confirm the project's objectives, results framework, reporting requirements and any decisions the client reserves to itself.
3. GAMWORKS prepares the project implementation plan, comprising the work plan and budget, the procurement plan under Part 3, the risk register (Section 2.5.8) and, where required, the

Stakeholder Engagement Plan under Part 5, and submits them to the client and the financier for approval where the agreements require it.

4. Where the project includes sub-projects proposed by Beneficiaries, the Project Manager records the eligibility criteria set in the financing agreement and the project implementation manual, and makes them known to potential Beneficiaries. GAMWORKS receives the applications, gathers information on each Beneficiary and each proposed sub-project, and checks each application against the eligibility criteria, using the Sub-Project Application and Eligibility Checklist (Annex 2.1). Ineligible applications are returned to the Beneficiary with the reasons.

5. For each eligible sub-project, or for the project as a whole where its viability has not already been established, the Project Manager determines whether a feasibility study is required, applying Section 2.5.2, and where it is, has the study carried out before selection or design.

6. GAMWORKS defines each sub-project and its programme: the budget estimate, duration, survey, the land to be made available by the Beneficiary, the Beneficiary's capacity to operate the completed works, and the arrangements for their maintenance.

7. Sub-projects are evaluated and selected against the criteria in the financing agreement, and the selection is approved. Where the financing agreement requires it, the financier's no-objection is obtained.

8. Selected sub-projects are prioritised and entered in the quarterly programme of the Technical Department (Section 2.5.1), and GAMWORKS signs a Delegated Management Contract with each Beneficiary, recording the sub-project, the Beneficiary's obligations (including making the land available and maintaining the completed works) and the procedures that apply.

9. Technical studies are carried out and approved under Sections 2.5.3 to 2.5.5.

10. Works, goods and consultancy services, including supervision services, are procured under Part 3, and the contracts for studies, works and supervision are signed.

11. The works begin on issue of the Notice to Proceed, which is not issued before the contract is signed. The works are supervised under Section 2.5.6.

12. Financial management, including payments, reconciliations and the preparation of financial reports, follows the Finance and Administration Manual.

13. Progress and financial reports are submitted to the client, the financier, the Beneficiaries and the Government under Section 2.5.8, and the project accounts are audited as the financing agreement requires. Where the project requires it, a mid-term review is held under Section 2.5.9.

14. Completed works are accepted and handed over to the Beneficiary or the client under Section 2.5.10, and goods delivered are inspected, where necessary, for conformity with the technical specifications.

15. When the project is complete, it is closed under Section 2.5.II. The final accounts and audit are completed, eligible expenditure is confirmed, unused funds are refunded to the financier, and the completion report, project records and any assets are transferred to the client, after which the project account is closed.

2.2.4 Points Specific to this Mode

In this mode GAMWORKS takes the decisions on eligibility and selection, so its records must show clearly why each sub-project was accepted or rejected. Because GAMWORKS manages the project funds, payments, reconciliations and the project audit follow the Finance and Administration Manual throughout, and the financier's own reporting requirements are added to the activity reports required under Section 2.5.8. Steps 4, 6, 7 and 8 apply only where the project includes sub-projects proposed by Beneficiaries. Where GAMWORKS assumes the direct management of a project for a client that lacks capacity, it also involves the client's staff in the work of the project, where the agreement provides for it, so that the client can operate and manage the completed works after handover.

2.3 Project Cycle as Delegated Contract Manager

2.3.1 When this Mode Applies

GAMWORKS acts as Delegated Contract Manager when an Client entrusts it with executing one or more parts of a project that the Owner has already selected. The Client keeps ownership of the works and the decisions reserved to it in the Delegated Management Contract; GAMWORKS carries out the functions delegated to it.

2.3.2 Governing Instruments

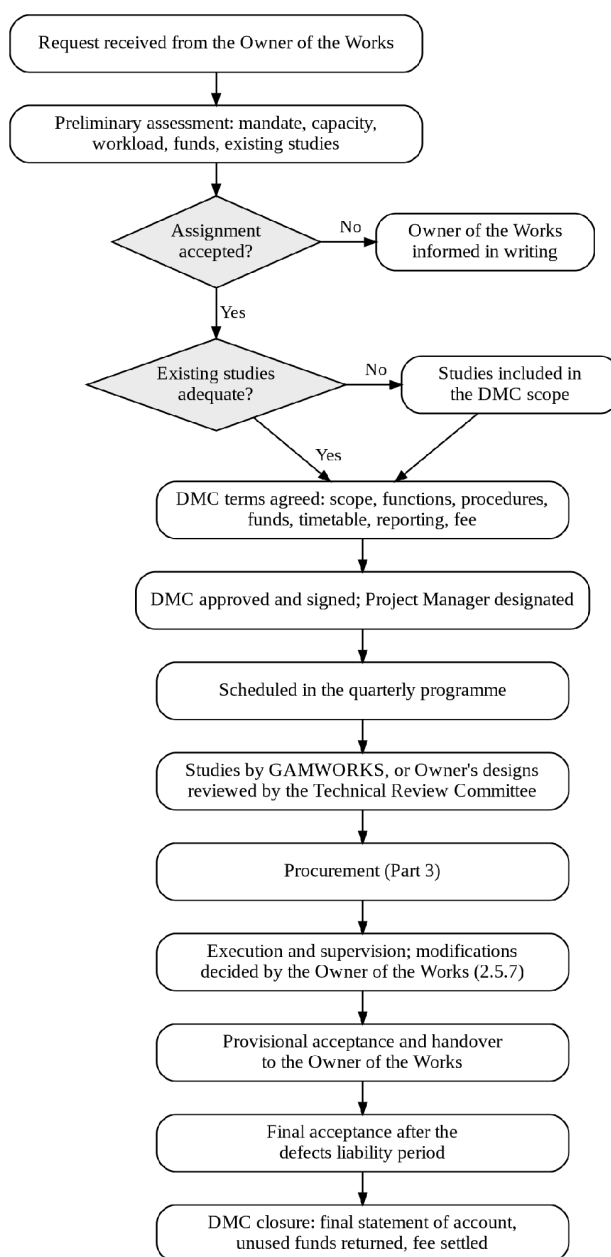
The cycle is governed by the Delegated Management Contract, concluded under the Framework Agreement between the State and the Agency or as a Special Delegated Management Contract with a Beneficiary, and by the legal documents of the project. The Delegated Management Contract states which procedures apply and may refer to this Manual.

2.3.3 Procedure

Figure 2.3 summarises the cycle. The steps are set out below.



Figure 2.3: Project Cycle as Delegated Contract Manager



- I. GAMWORKS receives the request from the Client and records it.
2. The Technical Director has a preliminary assessment made of the request, using the form at Annex 2.2, covering whether it falls within GAMWORKS' mandate, the Agency's technical capacity and workload, the availability of funds, and the studies and designs that already exist. Where GAMWORKS cannot take on the assignment, the Client is informed in writing.
3. Where a feasibility study or designs already exist, the Project Manager reviews them and records whether they are adequate for execution, or what further study is needed. Where no feasibility study exists and one is required under Section 2.5.2, it is included in the scope of the Delegated Management Contract.

4. GAMWORKS and the Client agree the terms of the Delegated Management Contract: the works or services concerned; the functions delegated; whether studies and design are included; the procedures to apply; the arrangements for providing the funds, whether placed with GAMWORKS or paid by the Owner on GAMWORKS' request; the timetable; the reporting required; and the management fee.
5. The Delegated Management Contract is approved and signed, and the Technical Director designates a Project Manager.
6. The project is scheduled in the quarterly programme of the Technical Department (Section 2.5.1).
7. Where the Delegated Management Contract includes studies, they are carried out and approved under Sections 2.5.3 to 2.5.5, with the opinion of the Client obtained at each phase. Where it does not, the Owner's designs and bidding documents are reviewed by the Technical Review Committee before procurement begins.
8. Works, goods and supervision services are procured under Part 3, in the order of precedence set in Part 1, Section 1.4, and the contracts are signed.
9. The works are executed and supervised under Section 2.5.6. Any modification requested by the Client is handled under Section 2.5.7.
10. Progress reports are sent to the Client at the frequency set in the Delegated Management Contract, and the project is included in the Agency's activity reports (Section 2.5.8).
11. The works are provisionally accepted in the presence of the Client, handed over, and finally accepted at the end of the defects liability period, under Section 2.5.10.
12. The Delegated Management Contract is closed under Section 2.5.11: GAMWORKS sends the Client a final statement of account and a closure report, returns any unused funds, and settles its management fee in accordance with the Delegated Management Contract.

2.3.4 Points Specific to this Mode

In this mode the Client has already decided what is to be built, so the cycle starts at entry. GAMWORKS' first task is to satisfy itself that it can deliver what is asked within the funds and time available, and to record any limitation in the existing studies before accepting the assignment. Decisions reserved to the Client, such as approval of the studies, changes in scope and acceptance of the works, are obtained in writing and kept on the project file.

2.4 Project Cycle in Technical Assistance

2.4.1 When this Mode Applies

GAMWORKS provides Technical Assistance when a client engages it for advisory or support services without entrusting it with the execution of the project. The client may be a Ministry, Department or Agency, a local authority, a development partner or an existing Project Implementation Unit. Technical Assistance takes two forms:

- (a) **advisory services**, such as technical advice; the review of feasibility studies, designs, cost estimates or bidding documents; the preparation of terms of reference; and support to the preparation of projects; and
- (b) **procurement and contract management support** to an existing Project Implementation Unit, in which GAMWORKS prepares documents, conducts procurement processes and supports the management of contracts on the Project Implementation Unit's behalf.

In both forms, the client or the Project Implementation Unit keeps the decisions and the fiduciary responsibility for the project: it approves, awards, signs the contracts and makes the payments. GAMWORKS provides the services set out in the technical assistance agreement, and no others.

2.4.2 Governing Instruments

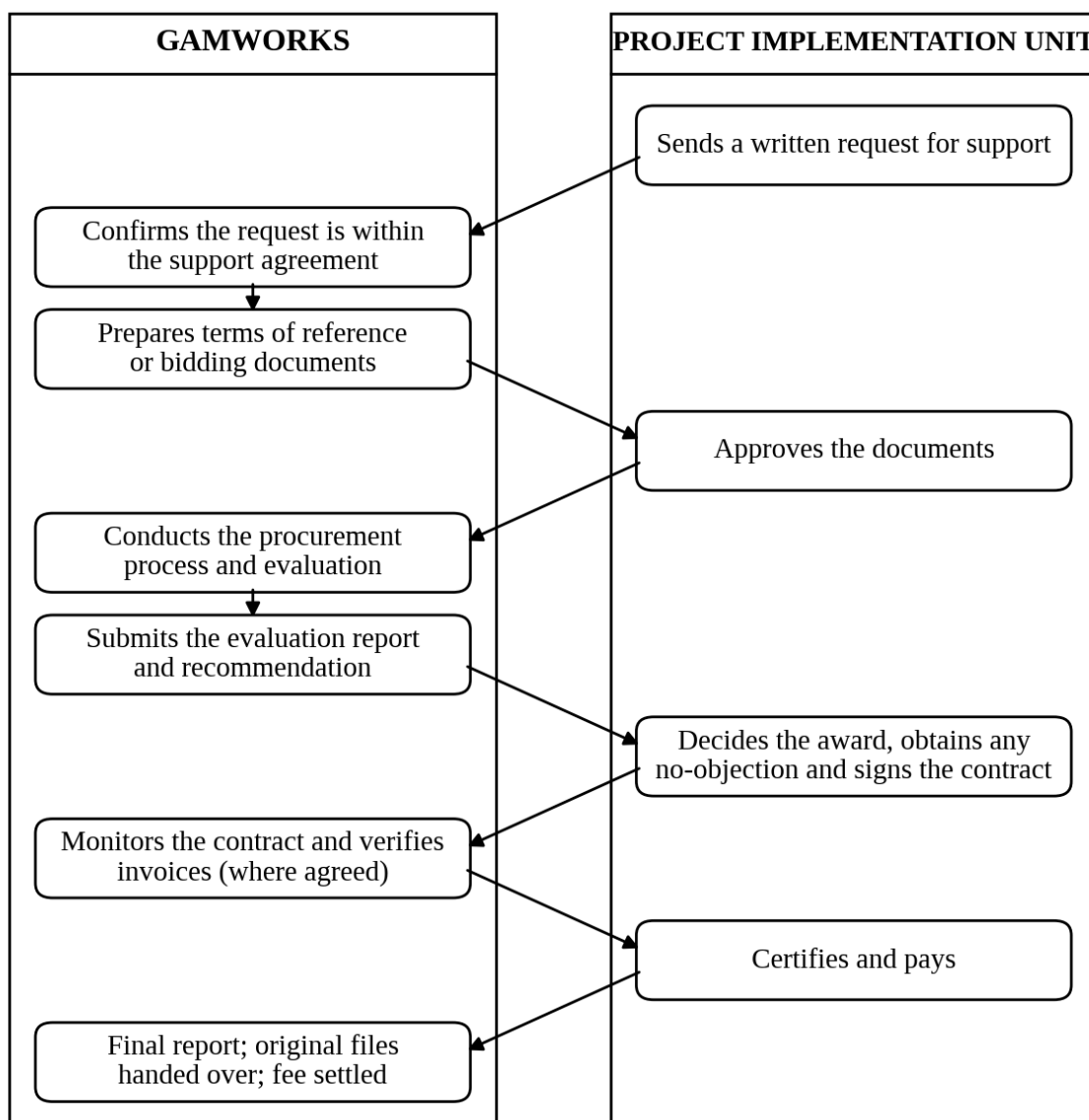
The cycle is governed by the technical assistance agreement between GAMWORKS and the client or the Project Implementation Unit. The agreement sets out the services and deliverables, the procedures to apply (usually those of the client or of the project and its financier), the decisions retained by the client or the Project Implementation Unit, the fee, the duration and the reporting. The provisions of this Manual apply only to the extent the agreement refers to them.

2.4.3 Procedure

Figure 2.4 summarises the division of tasks where GAMWORKS provides procurement and contract management support to a Project Implementation Unit. The steps for both forms of Technical Assistance are set out below.



Figure 2.4: Division of Tasks in Procurement and Contract Management Support to a Project Implementation Unit



1. GAMWORKS and the client or the Project Implementation Unit agree and sign the technical assistance agreement, based on the model at Annex 2.3, and the Technical Director designates a Project Manager to lead the assignment.
2. GAMWORKS receives each request for services in writing and confirms that it falls within the agreement. A request outside its scope is treated as an amendment to the agreement.
3. For advisory services, GAMWORKS agrees the work plan and deliverables with the client, carries out the work, and has each technical deliverable checked by a qualified officer who did not prepare it, in line with the independent technical review principle in Part I, Section 1.11.3, before submitting it to the client.

4. Where the agreement includes a feasibility study, GAMWORKS prepares its terms of reference, carries it out or procures it on the client's behalf, and submits the result to the client for approval.
5. For procurement support, GAMWORKS prepares the documents requested, such as terms of reference, bidding documents or requests for proposals, using the standard documents required by the project and its financier, and submits them to the Project Implementation Unit for approval.
6. Once the Project Implementation Unit has approved the documents, GAMWORKS conducts the procurement process as agreed: advertising, issuing documents, answering clarifications, receiving and opening bids, and evaluating them.
7. GAMWORKS submits the evaluation report and its recommendation to the Project Implementation Unit, which decides on the award, obtains any no-objection required from the financier, and signs the contract.
8. Where the agreement includes contract management, GAMWORKS monitors the execution of the contract, reviews and verifies statements of works and invoices, and recommends them to the Project Implementation Unit, which certifies and pays them.
9. GAMWORKS reports on the services provided at the frequency set in the agreement.
10. At the end of the agreement, GAMWORKS hands over to the client or the Project Implementation Unit all original documents and files relating to the services and processes it conducted, keeps copies of its own working files under Section 3.8, submits a final report, and settles its fee in accordance with the agreement.

2.4.4 Points Specific to this Mode

The line between support and decision must stay clear in this mode. GAMWORKS advises, prepares, conducts, verifies and recommends; the client or the Project Implementation Unit approves, decides, signs and pays. Every recommendation GAMWORKS makes is put in writing, so that the record shows where each decision was taken. GAMWORKS does not manage the funds of the project in this mode.

2.5 Procedures Common to All Modes

The procedures in this Section apply in every mode where GAMWORKS carries out the stage concerned, as shown in Table 2.1. In Technical Assistance, they apply only to the extent the technical assistance agreement provides.



2.5.1 Programming of the Technical Department's Activities

Regardless of the Intervention Mode, each project or DMC starts with the appointment of the Project Manager and Safeguards Focal Person, by the Technical Director, with the approval of the Director General.

The Technical Department prepares a quarterly programme of works and procurement for all its projects (Annex 2.4), set out by phase:

- (a) **definition of the project or sub-project and its programme:** budget estimate, duration, survey, availability of the land, capacity for operational management, and maintenance of the future works;
- (b) **technical studies:** contracting of the study consultants, or the decision to carry out the studies in-house, and the technical studies themselves, including environmental and social studies where required;
- (c) **procurement:** invitations to bid for works, goods and equipment, selection of the supervising consultant, bid evaluation and award; and
- (d) **works:** execution and supervision, acceptance, and handover to the Client or the Beneficiary.

The programme also shows the dates for submitting activity reports to the Owners of the Works, Beneficiaries and financiers, who receive copies. It is updated every quarter, with a short report explaining any differences from the previous programme and the measures taken to correct them.

2.5.2 Feasibility Studies

A feasibility study establishes whether a project is technically and financially viable before resources are committed to its design. It is required where any of the following applies:

- (a) the project involves new construction or major rehabilitation, rather than routine or small works of a standard type;
- (b) the technical solution is uncertain, for example because of site, soil, drainage or access conditions;
- (c) the cost of the project, or the cost of operating and maintaining it, is significant in relation to the funds available to the Client or the Beneficiary; or
- (d) the financing agreement, the Delegated Management Contract or the Client requires it.

A feasibility study is not required where an existing study remains valid, or where the project is simple enough for the comparison of options at scheme design (Section 2.5.4) to serve the same purpose. The decision whether a study is required, and the reasons for it, are recorded on the project file.

The study covers, in proportion to the size and nature of the project:



- (a) **technical viability:** the need the project meets; site conditions and the surveys required; the availability of the land; the technical options and the recommended option; the construction method, including the scope for labour-intensive methods; an indicative implementation timetable; and an initial environmental and social screening under Part 5; and
- (b) **financial viability:** the estimated investment cost compared with the funds available; the recurrent costs of operating and maintaining the works and who will meet them; the financial and technical capacity of the Beneficiary to sustain the works; and, where relevant, the economic benefits or the cost-effectiveness of the recommended option compared with the alternatives.

The procedure is as follows:

1. The Project Manager prepares the terms of reference for the study, using the outline at Annex 2.5.
2. The study is carried out in-house or contracted, following the decision under Section 2.5.3.
3. The Project Manager reviews the study and submits it, with observations, to the Technical Review Committee (Section 2.5.5).
4. The opinion of the Client or the Beneficiary is obtained, and the financier's no-objection where required.
5. A decision is taken and recorded to proceed to design, to revise the project, or not to proceed.

2.5.3 In-House or Contracted Design

GAMWORKS may carry out feasibility studies and technical designs with its own staff, particularly under Delegated Management Contracts, or contract them to consultants. Recruiting a design consultant is one option, not the default. The choice is made for each project on the following criteria:

- (a) the availability within the Technical Department of staff with the necessary skills;
- (b) the current workload of those staff;
- (c) the technical complexity of the project;
- (d) the terms of the Delegated Management Contract or financing agreement, including any requirement to use an independent consultant; and
- (e) the comparative cost and time of in-house and contracted design.

The Technical Director recommends whether the design is carried out in-house, contracted, or done in-house with specialist inputs contracted out, such as geotechnical, structural or environmental and social studies. The Director General approves the recommendation, and the decision and its reasons are recorded on the project file, using the form at Annex 2.6. The cost of in-house design is recovered

through the management fee under the Delegated Management Contract, or as agreed in the financing agreement.

Upon the approval of the Director General, the Technical Director appoints the in-house design team.

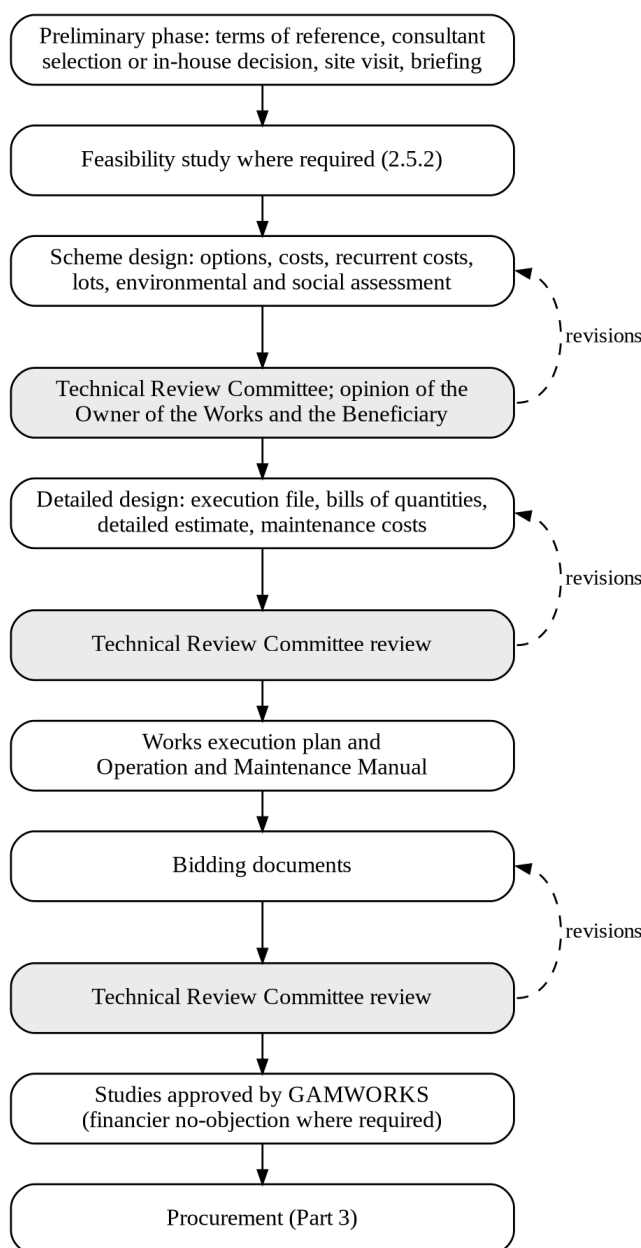
In-house designs are reviewed and validated by the Technical Review Committee in exactly the same way as designs produced by consultants (Section 2.5.5). For major or high-risk projects, the Committee includes an independent external reviewer, consistent with Part 9.4.

2.5.4 Technical Studies

Figure 2.5 shows the sequence of technical studies and the points at which they are reviewed.



Figure 2.5: Sequence of Technical Studies and Review



- **Preliminary phase.**

The Project Manager designated for the project:

- refines the programme of the project or sub-project and opens a Risk and Issue Register and a Lessons Learned Register (for internal reporting)
 - prepares the terms of reference for the technical studies and a Procurement Plan;
2. where the studies are contracted, prepares the consultant selection documents, conducts the selection under Part 3 and has the study contract signed;
 3. provides the consultant or the in-house design team with all existing project documents;

4. organises a site visit, attended where possible by the Beneficiary or the Client; and
5. holds a briefing meeting to start the study, attended by the Technical Director, the consultant or design team and the Beneficiary, preferably at the Beneficiary's office after the site visit.

The Safeguards Focal Person designated for the Project:

- Conducts Social and Environmental Screening and assigns the risk category
- In addition, conducts screening for climate-related risks, social inclusion screening and gender assessment, and submits the outcomes to the Technical Director for endorsement
- Prepares the Stakeholder Engagement Plan
- Based on the outcomes, holds a meeting with NEA (following the approval of the Director General)

The Technical Director:

1) Upon receiving the requests for endorsement from the Safeguards Focal Person, requests approval from the Director General, and for the engagement of external consultants (if required), to proceed to design.

(b) Preliminary design.

This stage comprises the **preliminary drawings** for the proposed interventions; a note presenting the rationale for the proposed solution, and **outline technical specifications**; for rehabilitation and drainage works, a status report and short diagnosis of the existing works; and a **cost estimate** for the interventions. A short description of the management and maintenance tasks and an estimate of the recurrent costs may be included, if applicable.

At this stage, the procurement plan is refined and proposal for dividing the works into lots is included, if necessary.

Depending on the risk category, where required under Part 5. the Environmental Scoping Report is also prepared and submitted to NEA for approval.

Following review under Section 2.5.5, the Project Manager checks the cost estimates against current local market prices and notifies the Beneficiary of the solution selected and of any observations to be reflected in the detailed design.

- **Detailed design.** The detailed design is the technical execution file of the project. It comprises the technical file of the works by lot and phase, including layout plans, **detailed drawings and calculations**; a full survey of the site; for rehabilitation and drainage works, a status report and diagnosis; **the bill of quantities**; a note justifying the unit prices or lump sums used; ; the preliminary planning of all phases, including preparatory work such as the relocation of utility networks; and Technical Specifications.



A detailed description of the management and maintenance tasks, with an estimate of their recurrent costs; and all construction drawings required for the type of works, may be included, if necessary.

- The Project Manager follows the preparation of the detailed design obtaining the opinion of the Client or the Beneficiary where the cost estimate differs from the budget.

(d) Works execution plan. The works execution plan gives all the technical details of the works, in enough detail for a contractor without the services of a consulting firm to carry them out. It comprises the detailed technical specifications; the execution drawings; the programme for supporting and supervising the contractor, particularly for small works entrusted to small contractors; the programme for engaging the community in the works; and an Operation and Maintenance Manual (Annex 2.15), handed to the Beneficiary at acceptance, listing the maintenance tasks, their priority and an estimate of their cost for the first five years, as annual budgets. The works execution plan is approved in writing by the Project Manager.

(e) Bidding documents. The bidding documents are prepared from the standard documents in the Annexes, or those required by the financier, and include all the documents listed in the works execution plan. If an ESIA has been prepared, the social and environmental requirements and related clauses will be included in the bidding documents by the Safeguards Focal Person.

(f) Environmental and Social Impact Assessment (if required, depending on the risk category)
Where an environmental and social impact assessment is required, it is carried out by a specialist firm different from the design consultant, and its management plan forms part of the technical study and the bidding documents.

2.5.5 Technical Review Committee and Approval of Studies

The Technical Review Committee examines the study and design documents produced at each phase, whether by consultants or in-house, and records its opinion on the review sheet at Annex 2.7 before they are approved. It continues GAMWORKS' established practice of committee review of technical studies. The Committee comprises the Technical Director, who convenes and chairs it; the Project Manager or Project Managers concerned; one or more outside specialists invited by the Technical Director for their expertise; and a representative of the Client or the Beneficiary. At least one member must be highly qualified in the subject of the study. The Committee may be enlarged to include other parties concerned by the project. For major or high-risk projects, it includes an independent external reviewer.

The Technical Department decides when, and how often, to convene the Committee according to the size of the project. For small projects, the review may be carried out within the Technical Department, provided the written observations and approval of the Beneficiary are obtained.

In examining the documents, the Committee confirms:



- (a) **at preliminary design:** that the objectives of the programme are respected; that the designer has understood the project fully and taken all its components into account; that investment, operating and maintenance costs have been optimised (if applicable); that the difficulties and constraints of execution have been considered; and that the budget is respected;
- (b) **at detailed design:** that the observations made at scheme design have been taken into account; that the project meets all safety standards; that the drawings, calculations and bills of quantities are correct; that the cost estimate is within the budget; that the technical specifications are clear and complete; and that the completion period is reasonable; and
- (c) **at the bidding documents:** that they comply with the terms of reference of the study, are correctly drafted and follow the standard documents, and reflect the requirements of the financing agreement, the Delegated Management Contract or any project manual.

Before each phase is approved, the Technical Director obtains the opinion of the Client, the Beneficiary and, where appropriate, the users or managers of the future works. Where they cannot attend the Committee, their written observations are obtained within a set time and passed to the designer. Where the financing agreement requires it, the documents are sent to the financier for its opinion. GAMWORKS approves each phase once the Technical Department has confirmed that all observations have been taken into account and that there is no objection from the financier where one is required.

2.5.6 Supervision of Works

The supervision consultant is selected under Part 3 early enough to review the contract documents and be in place before commencement of the works. Where supervision was included as an option in the design consultancy, its activation follows the agreed terms and applicable procurement procedure. Otherwise, extending the design consultant's services requires a documented justification, the necessary approvals and any financier's no-objection; an extension is not automatic. The consultant may assist with bid evaluation where appointed in time and authorised to do so, with conflicts of interest declared and managed.

The Technical Department oversees the supervision consultant's performance. The Project Manager visits each site at least monthly, and makes an unannounced visit at least quarterly, with the consultant's site representative present, to check the works, the consultant's staffing and the accuracy of reports. More frequent visits are made where progress, complexity or risk requires them. Visits are recorded in a site visit report (Annex 2.8). Agency visits supplement the consultant's supervision and do not replace it.

Site Possession and Commencement

The Project Manager shall convene a mobilisation meeting with the contractor, consultant and relevant Client or Beneficiary representatives. The meeting shall confirm scope, access,



communications, programme, inspections, payment procedures, community interfaces and required notices. Minutes shall identify actions, responsible persons and deadlines without informally amending the contract.

Readiness verification. Before recommending commencement, the consultant shall check available construction information, contractor mobilisation, key personnel and equipment, proposed methods, quality arrangements and applicable safety and environmental plans. The Project Manager shall confirm the required approvals, funding, securities, insurance, lawful access and permits. Any unresolved prerequisite shall be recorded and satisfied before the affected work is authorised.

Initial site record. The consultant and contractor shall record the site boundaries, possession dates, access restrictions, benchmarks, existing utilities and condition of adjoining property. Dated photographs and jointly signed records shall support the baseline. The consultant shall verify setting-out information and refer any conflict with site conditions before construction proceeds.

Commencement instruction. Only the person authorised by the contract shall issue the Notice to Proceed or equivalent instruction after applicable conditions are fulfilled. The consultant shall record the effective commencement date, contractual completion date and any sectional milestones, and check that the contractor's programme reflects them.

Programme and Contractor Submissions

The consultant shall review the baseline programme for logical sequencing, critical activities, labour and plant resources, procurement lead times, access constraints, testing, commissioning and handover. The review shall identify unrealistic assumptions and required corrections. Acceptance of a programme does not change the contractual completion date or authorise additional cost.

A submission schedule shall cover construction drawings, contractor-designed elements, temporary works, method statements, samples, material sources and inspection requests. The consultant shall check each submission against the specifications and contractual allocation of design responsibility. Specialist matters shall be reviewed by appropriately qualified personnel. Comments and decisions shall be returned within the required period and logged.

The consultant shall maintain a current drawing and specification register. Only the correct approved or otherwise contractually authorised revision shall be used on site. Superseded documents shall be withdrawn from active use but retained in the file. Unresolved requests for information shall be brought to the Project Manager's attention before they delay or compromise the works.

Inspection and Testing during Execution

The consultant shall implement an inspection and test plan matched to the works, specifications and construction sequence. It shall identify acceptance criteria, testing methods and frequencies, sampling arrangements, responsible personnel, witness requirements and hold points. A hold point is an operation beyond which work may not proceed until the required release is given under the agreed



procedure. Numerical tolerances and test frequencies shall come from the applicable contract documents, not from a generic checklist.

Materials and equipment. Before use, the consultant shall check proposed sources, samples, certificates and specified test results. At delivery, the consultant shall inspect identification, quantity where relevant, condition, storage and conformity with accepted submissions. Rejected or suspect materials shall be identified and kept out of use pending disposition. Tests and samples shall be traceable to their source, batch, location and date.

Setting out and earthworks. Where applicable, verify alignment, levels, excavation dimensions, founding conditions, drainage and utility protection. Observe the specified checks on fill suitability, layer placement, moisture and compaction. Record formations and buried work before covering. Unexpected ground conditions shall be documented and referred for an authorised technical decision.

Concrete and structural works. Where applicable, inspect formwork, reinforcement, cover, embedded items and required preparatory checks before placement. Witness specified sampling and tests, check placement and curing arrangements, and record pours and their locations. Structural steel, connections and protective treatments shall be inspected and tested to the applicable specifications. Specialist decisions shall be referred to the responsible qualified engineer.

Buildings and finishes. Check dimensions, openings, masonry, roofing, waterproofing, joinery, finishes and service interfaces against approved details. Inspect concealed services before enclosure and verify specified accessibility and usability requirements. Approved samples or mock-ups shall be used as comparison references where required by the contract.

Roads and drainage. Where applicable, inspect subgrade and pavement layers, material quality, thickness, compaction, alignment and surface levels. Check culvert and drain dimensions, joints, invert levels, outfalls and connections, and verify that the completed drainage path is unobstructed. Record relevant tests before subsequent layers or backfilling conceal the work.

Water and building services. Where applicable, check pipework, fittings, bedding, joints, supports and equipment installation. Witness specified pressure, leakage, electrical, operational and other commissioning tests using competent specialists. Potable-water systems shall undergo the prescribed cleaning, disinfection and water-quality verification before use.

Inspection records shall identify the contract and work location, drawing revision, date, inspection request, checks performed, results, acceptance status and inspector. Work concealed without the required inspection shall be dealt with under the contract, including opening up or additional verification where authorised. Photographs support inspection evidence but do not replace specified measurements or tests.



Defects and Non-Conforming Work

The consultant shall issue a recorded non-conformance notice within its authority when work or materials fail to meet requirements. The notice shall state the location, requirement not met, supporting evidence, required response and deadline. The contractor shall submit and implement a corrective proposal where required. The consultant shall verify the remedy and any retesting before closing the notice.

Unresolved non-conformances shall remain visible in the progress report and payment assessment. Acceptance of a departure from the specification requires the appropriate technical assessment and contractual approval; it shall not be granted informally on site. Recurring defects shall trigger examination of the contractor's methods, resources and quality controls, with recommended corrective action to the Agency.

Environmental, Social, Health and Safety Supervision

The consultant shall monitor implementation of the contractual environmental, social, labour and safety measures with the relevant Agency specialists. Site inspections shall address the activities in progress, including excavation protection, work at height, lifting, electrical hazards, traffic and public access, worker welfare, protective equipment, housekeeping and emergency arrangements. The contractor retains responsibility for managing safe execution.

Checks shall also cover waste, dust, noise, erosion, runoff, spills, protection of sensitive areas and reinstatement, as applicable. Community access, grievance arrangements, worker conduct, child safeguarding and measures addressing sexual exploitation, abuse and harassment shall be monitored within the supervision scope. Sensitive complaints shall be referred through the designated confidential channel; personal details shall not be included in general site minutes.

Serious incidents and imminent risks shall be reported immediately through the required channels, without waiting for routine reporting. The consultant shall exercise any contractual power to require protective action or suspend unsafe activities; where such power is reserved, it shall urgently advise the authorised person. The incident, notifications, actions and follow-up shall be recorded, with evidence protected and confidentiality observed.

Daily Records and Progress Control

The consultant shall maintain a site diary recording work locations and quantities, labour and plant, weather, deliveries, inspections, tests, instructions, visitors, interruptions and significant events. Records shall be contemporaneous and attributable to their author. Photographs shall be dated and labelled by location. Reports shall distinguish verified observations from contractor statements or estimates.

At the agreed review frequency, the consultant shall compare actual progress with the baseline and current programme, examine critical activities and forecast completion. Delays caused by access,



drawings, decisions or payment shall be recorded alongside contractor-related delays. Where progress is inadequate, the consultant shall require or recommend a realistic recovery programme under the contract and advise the Agency on necessary action.

Site meetings shall review previous actions, progress, resources, quality, safeguards, tests, payments, changes and outstanding decisions. Minutes shall identify action Clients and deadlines and record unresolved disagreement. Meeting minutes do not substitute for contractual notices. Revised programmes do not themselves grant extensions of time or authorise acceleration expenditure.

Measurement and Payment Verification

The consultant shall measure completed works jointly with the contractor where required and retain measurement sheets, calculations, sketches and supporting test or inspection records. Valuation shall follow the contract's basis: measured quantities, lump sums, milestones or other agreed payment conditions. Previously measured work shall be reconciled to avoid duplication. Contractor disagreement or refusal to sign shall be recorded and handled through the contractual process.

Each payment application shall be checked against acceptable work, authorised changes, previous certificates, advances and recovery, retention, permitted price adjustment and applicable deductions. Payment for materials shall be recommended only where the contract permits it and the required evidence is available. The consultant shall explain adjustments and issue the certificate or recommendation within the prescribed period.

The Project Manager shall review the supporting evidence and required approvals before forwarding the file for payment authorisation. Finance shall apply financial checks and process the authorised payment. Where the Client or PIU pays directly, GAMWORKS shall transmit the verified file and monitor settlement. These checks shall respect the consultant's assigned certification powers and the contractual payment deadlines.

Instructions, Variations and Claims

Instructions shall be issued by the authorised person, numbered, dated and entered in a register. The consultant shall identify any potential effect on cost, time or safeguards and refer matters beyond its authority before committing the Agency. Urgent oral instructions shall be confirmed as the contract requires. Requests from the Client or Beneficiary shall pass through the agreed instruction channel.

For a proposed variation, the consultant shall prepare the technical justification, quantities, drawings where needed, valuation, programme effect and cumulative financial implication. The Project Manager shall obtain funding confirmation, technical review and reserved approvals, including financier's no-objection where required, before the authorised instruction or amendment. The consultant shall then verify implementation and update records.

The consultant shall keep a notices and claims register and assess the contractual basis, evidence, causation, mitigation and time or cost effect of each claim. Where empowered to determine, it shall

act fairly and follow the contractual process; otherwise it shall submit a reasoned recommendation. The Project Manager shall track decision deadlines and obtain specialist advice where necessary. Negotiations shall not be assumed to suspend notice requirements.

Completion, Commissioning and Handover

When completion is requested, the consultant shall inspect the works against the contract, verify required tests and commissioning, and prepare a list of outstanding or defective items. It shall advise whether the contractual conditions for acceptance have been met, distinguishing minor outstanding items permitted by the contract from defects that prevent safe or intended use. The authorised person shall decide and issue the appropriate certificate under Section 2.5.10.

Before handover, the consultant shall verify the required as-built drawings, operation and maintenance manuals, equipment schedules, test certificates, warranties, spare parts, keys and training. It shall check reinstatement and site clearance and record arrangements for operation, maintenance and responsibility for remaining items. Handover records shall identify the recipient, date, transferred documents and agreed follow-up.

Defects Follow-up and Final Account

During the contractual defects period, the consultant shall maintain a defects register, arrange inspections required by its appointment, notify responsible parties and verify corrective work. Urgent defects affecting safety or use shall be escalated immediately. Routine maintenance responsibilities shall remain distinct from the contractor's obligation to remedy defects for which it is responsible.

At the end of the period, the consultant shall inspect and advise on final acceptance, outstanding obligations and contractual release conditions. It shall complete its measurement and valuation records and support reconciliation of approved changes, claims and previous payments. The Agency shall authorise final settlement and security releases only when the applicable conditions are met. Final acceptance does not extinguish obligations that survive under the contract.

Agency Oversight and Supervision Performance

The Project Manager shall visit each site at least monthly and make an unannounced visit at least quarterly, with the consultant's site representative present. Additional visits shall reflect risk, complexity and performance. The site visit report at Annex 2.8 shall record physical observations, staffing, checks against reported progress, unresolved defects, safety or safeguards concerns and actions with deadlines. Agency visits supplement the consultant's supervision and do not replace resident attendance where specified.

The Technical Department shall assess the consultant's staffing, attendance at critical activities, timeliness and reliability of inspections and certificates, record quality and follow-up of instructions. Shortcomings shall be notified with corrective requirements and escalated under the consultancy

agreement if unresolved. Required specialist inputs or replacement personnel shall be secured through the approved process.

Activity Frequency and Required Records

The following schedule shall be incorporated into the supervision plan. Frequencies identified as agreed or contractual shall be fixed at inception. More intensive coverage shall be provided where the works, risks or signed agreements require it.

Timing	Activity and record
Before commencement	Readiness review, initial condition survey, authority schedule, staffing and inspection plan.
Daily during active works	Site diary, inspections appropriate to ongoing activities, labour and plant observations, safety and environmental observations.
Before covering or critical operations	Requested inspection, specified tests and documented release of the applicable hold point.
At each delivery or specified sampling interval	Material identification, inspection, acceptance status and traceable test records.
At agreed site meeting intervals	Progress review, action minutes, updated programme and decisions register.
At each payment application	Measurement records, valuation, adjustments, certificate or recommendation and submission tracking.
Monthly unless another contractual reporting cycle applies	Consultant progress report, updated risks, tests, defects, changes, claims and completion forecast.
At least monthly and at least quarterly respectively	GAMWORKS routine site visit and unannounced site visit, recorded using Annex 2.8.
Immediately on a serious incident or urgent risk	Notification, protective action or urgent recommendation, incident record and follow-up.
At completion and during the defects period	Testing and commissioning records, acceptance advice, handover dossier, defects register and final account support.

Reporting and Supervision File

Each periodic supervision report shall state the reporting period and verified progress; planned and actual milestones; work and tests completed; non-conformances and corrective action; staffing and resources; environmental, social and safety performance; certificates and payments; variations and claims; outstanding decisions; forecast cost and completion date; and priorities for the next period. Important concerns shall be supported by dated evidence and clear recommendations, with sensitive information handled separately.

The consultant shall maintain linked registers for drawings and submissions, inspections and tests, instructions, non-conformances, measurements and payments, variations, claims, incidents and defects. Each entry shall identify the contract, location or subject, reference number, dates, responsible person, status and supporting evidence. Access and revisions shall be controlled, with secure backup and traceable corrections.

At close-out, the consultant shall hand over an indexed supervision file in usable electronic form and any required originals. The Project Manager shall confirm completeness, record contractor and consultant performance and assign follow-up for outstanding obligations. The file shall be archived under the Agency's records procedures, together with lessons relevant to future design, procurement and supervision.

2.5.7 Modifications Requested during Execution

Where the Client wishes to change the scope of works under a contract in progress, it informs GAMWORKS in writing, and GAMWORKS asks the supervising consultant to assess the technical and financial effect of the change. The consultant submits a note (Annex 2.9) setting out the new cost estimate, the revised execution schedule, the effect on the contract clauses, a draft order and a draft contract amendment, and any other analysis the Client needs to decide. A major technical change is reviewed by the Technical Review Committee. Where no external consultant is involved, these procedures are conducted by the Project Manager.

Upon approval by the Client to proceed with the major change, the change is made by amendment to the contract under Part 3, Section 3.9, and notified to the contractor. A material change is also screened again for its environmental, social, gender and safeguarding effects before it is approved, using the instruments in Parts 5, 6 and 8, and is notified to the financier where the financing agreement requires it.

Where the change can easily be incorporated by the contingency, a Variation Order is prepared and signed.

2.5.8 Monitoring, Reporting and Risk Management

Each project is monitored against the results framework and indicators agreed at entry or appraisal, applying Part 10. The Project Manager tracks progress, prepares periodic progress reports, and

proposes corrective action where the project is off track. Corrective action that changes the scope, schedule or budget of the project is approved before it is implemented.

Project risks are identified at every stage of the cycle and recorded in a live project risk register (Annex 2.10), covering strategic, operational, procurement, environmental, social, financial and fraud and corruption risks. Each risk is rated by likelihood and impact and given a mitigation action. The register is reviewed with each progress report. Risks of an institutional nature are escalated for inclusion in the corporate risk register under the Finance and Administration Manual, and any suspected fraud or corruption is referred under the integrity provisions of that Manual.

GAMWORKS prepares activity reports (Annex 2.11) at least quarterly, depending on the requirements in the Agreement. Using a standard format, they cover the state of progress of the works; the procurement situation; contracts, disbursements and the cash position; the Agency's performance, including payment times, procurement times and the number of jobs created; the status of works pending under each agreement; and the performance indicators set in the project documents or Delegated Management Contracts. The Activity Reports also includes a risks and issues register which identifies risks and issues and the proposed mitigation measures. The registers are updated at each stage of project reporting.

The are sent to the Government, and each Owner of the Works receives a report on each contract signed on its behalf.

Internally, project reporting is carried out each month by the Technical Director, at the management meeting. An Enlarged Management Meeting is held every quarter, between Management and Senior Project Officers (including Project Managers). The Project Managers report on project progress, risks and issues (including social and environmental issues and OHS incidents,) identified and mitigation measures proposed. Any Lessons Learned are also reported.

2.5.9 Mid-Term Review

A mid-term review is held where the financing agreement or Delegated Management Contract requires it, or where the size, duration or risk of a project executed in the Executing Agency mode calls for one. It takes place at the mid-point of the implementation schedule, or earlier where the agreement sets an earlier date.

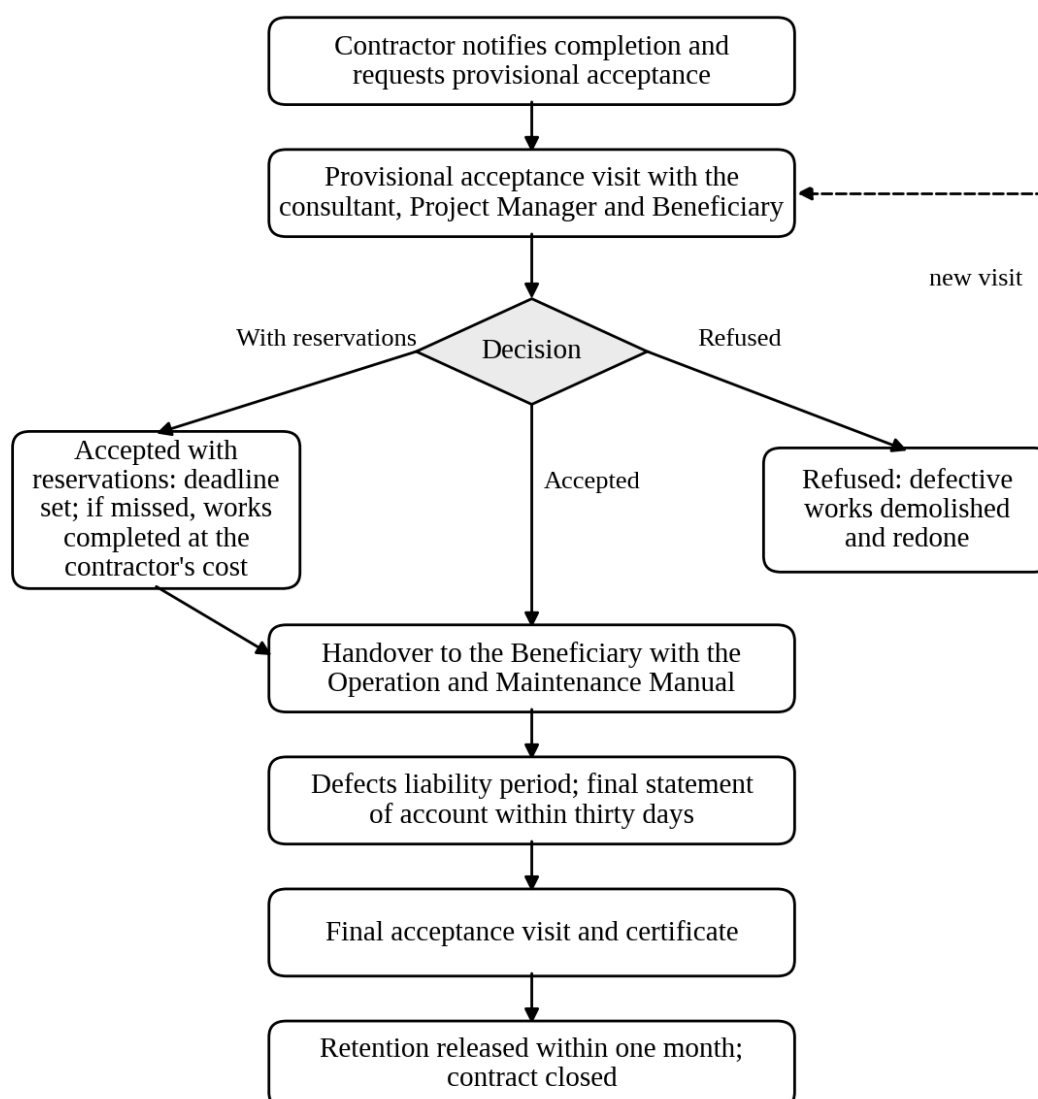
1. The terms of reference for the review are prepared, using an independent reviewer where the size or risk of the project calls for one.
2. The review assesses the project against its results framework, risk register and safeguards record, and tests whether the assumptions made at design still hold.
3. A management response and adaptive management plan are prepared in response to the findings.

4. Adaptive management actions are approved, and changes to scope, schedule or budget are agreed with the Client or the financier as the governing agreement requires.

2.5.10 Acceptance and Handover of Works

Figure 2.6 summarises the acceptance and handover sequence.

Figure 2.6: Acceptance and Handover of Works



(a) Provisional acceptance. The contractor notifies the supervising consultant, or GAMWORKS Project Manager (if no external consultant is involved) and the Technical Department of the completion date and requests provisional acceptance within the period set in the contract. The Technical Department may hold a preliminary visit before fixing the date of acceptance. The verification establishes whether the works are fully or partly complete and whether there are defects.

On the basis of the verification, GAMWORKS declares the works provisionally accepted without reservation, accepted with reservations, or refused, and notifies the contractor, setting a deadline to



complete any outstanding or defective works. A Punch List/Snag List is prepared by the external consultant (if involved) during the inspection visit and submitted to the contractor to rectify identified defects.

Acceptance takes place in the presence of the supervising consultant, the Project Manager and the Beneficiary or Client, whose observations are recorded in the minutes. A provisional acceptance certificate (Annex 2.12) is signed by the contractor, the consultant, GAMWORKS and the Beneficiary; if the contractor refuses to sign, the refusal is noted on the certificate and notified to the contractor. A provisional acceptance certificate (Annex 2.12) is signed by the contractor, the consultant, GAMWORKS and the Beneficiary; if the contractor refuses to sign, the refusal is noted on the certificate and notified to the contractor.

If the deadline for the rectification of defects is not met, GAMWORKS may have the works completed by another contractor at the defaulting contractor's cost and risk. In the case of serious defects, GAMWORKS may refuse acceptance and order the contractor to demolish and redo non-conforming works. The amount due to the contractor is paid after provisional acceptance, except the balance of the retention money.

(b) Handover. Once provisional acceptance is pronounced, GAMWORKS hands the works over to the Beneficiary or the Client, with a handover certificate (Annex 2.13) signed by GAMWORKS, the Beneficiary and the consultant, together with the Operation and Maintenance Manual. Where road, drainage or sanitation works are accepted, the Project Manager, with the Safeguards Focal Point, also verifies that the environmental and social management plan has been respected.

50% of the Contractor's retention is released once the Provisional Acceptance Certificate is signed and released.

(c) Defects liability period. The defects liability period is set in the contract and varies with the type and nature of the works; its standard duration is twelve months. During this period, the contractor remedies all defects notified by GAMWORKS or the Beneficiary, so that the works remain as they were at provisional acceptance. This obligation does not extend to routine maintenance or normal wear and tear. The supervising consultant follows up the remedying of defects during the period. The final statement of account is prepared and notified to the contractor within thirty days of the provisional acceptance visit.

(d) Final acceptance. At the end of the defects liability period, the Project Manager organises a final acceptance visit on the same basis as the provisional acceptance, and issues a final acceptance certificate (Annex 2.14). If final acceptance is pronounced, the contractor is released from its contractual obligations, and the final retention money is returned, or the corresponding guarantee released, within one month. If it is not pronounced, the certificate states the reasons and what the contractor must do to obtain it.



2.5.11 Closure, Completion Evaluation and Knowledge Capture

Closure produces three separate records, each with its own purpose:

- (a) the **Project Closure Report** (Annex 2.16), a factual record of what was delivered against the scope, schedule, budget and results agreed;
- (b) the **Completion Evaluation** (Annex 2.17), an assessment of the relevance, coherence, effectiveness, efficiency, impact and sustainability of the project, carried out by an independent reviewer for major projects and applying the standard in Part 10; and
- (c) the **Lessons Learned Record**, which feeds the Agency's knowledge management under Part 10.

Before a project or Delegated Management Contract is marked closed, the Project Manager confirms and records the following, using the Closure Clearance Checklist (Annex 2.18):

- (a) the final deliverables have been accepted by the client or Beneficiary;
- (b) the final accounts and audit have been completed;
- (c) eligible expenditure has been confirmed and unused funds refunded;
- (d) outstanding contract claims have been resolved or provided for;
- (e) ownership of the works and responsibility for their maintenance have been transferred;
- (f) warranties and defects liability periods have been logged for follow-up;
- (g) the final results and safeguards reports have been completed;
- (h) the status of incidents and grievances has been confirmed, with any open case assigned to a named officer;
- (i) any continuing resettlement, livelihood restoration or environmental obligations have been identified and assigned; and
- (j) the project records have been archived.

Closure does not end GAMWORKS' duty to respond to a complaint received after closure, to provide a remedy, or to give access to records. Any unresolved incident or grievance is carried forward with a named officer responsible for it.

A contract is closed once the advance payment has been fully recovered, the works have been finally accepted, the retention money has been returned or the guarantee released, and the final statement of account has been notified to the contractor. Any undisbursed balance of the commitment is then cancelled.

Completed works and other project outputs are handed to the Client or Beneficiary; GAMWORKS does not retain ownership of them. Only assets that remain GAMWORKS' own property, such as equipment kept for institutional use, are entered in its fixed asset register under the Finance and Administration Manual. The project file is archived under Part 3, Section 3.8 and the records provisions of the Finance and Administration Manual, and the project is added to the Agency's record of completed projects (Annex 2.19).

The findings of completion evaluations are shared with the Client, the Beneficiary and the financier, and published to the extent permitted by the governing agreements and the law, subject to confidentiality, privacy and safety. Where full publication is not possible, a summary is issued instead, and the reason is recorded.

2.5.12 Environmental and Social Capacity Assessment

An approved compliance plan is only as good as the contractor's or grantee's actual ability to carry it out. GAMWORKS confirms that capacity before mobilisation, rather than assuming it.

QUALITY ASSURANCE CHECKPOINT *What the Capacity Assessment Checks*

Staffing: whether the contractor or grantee has, or will engage, personnel with the relevant environmental, social or occupational health and safety competence.

Experience: a track record of managing comparable environmental and social requirements, drawing on the Consultant Performance Assessment Form (Annex 3.18) where the entity has worked with GAMWORKS before.

Systems: whether the contractor or grantee has functioning procedures for monitoring, record-keeping and incident reporting, or will need to adopt GAMWORKS' own templates.

Where capacity is assessed as inadequate, capacity support (a capacity-building plan, closer GAMWORKS oversight, or additional training) is appropriate only where specific, time-bound actions can be shown to reduce residual risk to an acceptable level before mobilisation or first disbursement, and only where the underlying compliance plan is otherwise sound. GAMWORKS does not contract, disburse or mobilise where the contractor or grantee cannot manage the risks the activity presents, or where mitigation remains inadequate notwithstanding capacity support; in that case, approval is withheld. Where a capacity condition is imposed, the Safeguards Focal Point verifies and records its closure before the condition is treated as satisfied.

SECTION 5.4: KEY POINTS

Environmental and social obligations are contractual, not advisory.

Capacity, not only paperwork, is assessed before mobilisation: staffing, experience and systems.

Capacity support is used only where it can demonstrably reduce residual risk to an acceptable level before mobilisation; GAMWORKS does not contract, disburse or mobilise where risk cannot be adequately managed, and verifies closure of any capacity condition imposed.



PART 3

Procurement of Works, Goods, and Consultancy Services

PART 3: PROCUREMENT OF WORKS, GOODS AND CONSULTANCY SERVICES

3.1 Principles and Applicable Rules

3.1.1 Scope of this Part

This Part sets out the procedures by which GAMWORKS procures works, goods and consultancy services for the projects and Delegated Management Contracts entrusted to it, whatever their value. Institutional procurement of office supplies, minor equipment and consumables for the Agency's own use follows the Finance and Administration Manual.

In the Executing Agency and Delegated Contract Manager modes, GAMWORKS carries out the procurement itself. In Technical Assistance, it applies this Part only to the extent the technical assistance agreement provides, and the client or the Project Implementation Unit takes the award decisions (Part 2, Section 2.4).

3.1.2 Order of application

The provisions of this Part apply when they are not contrary to those of the financing agreement or the Delegated Management Contract. In accordance with Part I, Section I.4, procurement complies, in order of priority, with the provisions of the financing agreement, the project agreements, the Delegated Management Contract and this Manual. Where the financing agreement requires the procurement rules of the financier, those rules apply to that project, together with the financier's standard documents.

3.1.3 Standard documents

GAMWORKS uses the standard procurement documents of the World Bank as its standard documents for the procurement of works, goods and consulting services, in the edition adopted by the Agency, and adapts them through their data sheets and special conditions. Annex 3.1 lists the documents in use and explains how they are completed. Where a financing agreement requires the standard documents of another financier, those documents are used instead.

The standard documents are not modified other than through their data sheets and special conditions. Any other modification requires the approval of the Award Committee and the prior approval of the Owner of the Works and, where the financing agreement requires it, of the financier.

3.1.4 Procurement plan

The choice of procurement method for each contract is set out in a procurement plan (Annex 3.2), which is usually part of the Agency's agreement with the financier or the Owner of the Works. The procurement plan states, for each contract, the estimated value, the method, the review arrangements



with the financier and the expected dates of each stage. It is updated as the project proceeds, and any change of method is agreed in the same way as the original plan.

3.1.5 Contract levels for works

To give the Agency maximum efficiency and to contribute to the capacity building of micro, small and medium-sized enterprises in the private sector, works contracts are classified in four levels, shown in Table 3.1.

Table 3.1: Contract Levels for Works

Level	Contract amount	Method
Level 1: micro works	Up to the equivalent of 20,000 euros, executed by craftsmen or groups of beneficiaries	Limited competitive bidding or direct contracting (Sections 3.4.4 and 3.4.5)
Level 2: small contracts	Up to the equivalent of 50,000 euros, generally lump sum and non-revisable	Limited competitive bidding or direct contracting (Sections 3.4.4 and 3.4.5)
Level 3: medium contracts	Above the equivalent of 50,000 euros and below 500,000 euros	National competitive bidding (Section 3.4.2)
Level 4: international contracts	Above the equivalent of 500,000 euros	International competitive bidding (Section 3.4.1)

These thresholds apply when the Agency uses its own procurement procedures. Where the Delegated Management Contract or the financing agreement sets different thresholds, those thresholds prevail. The international threshold of 500,000 euros is higher than the threshold of 150,000 euros applied by the Gambia Public Procurement Authority for international competitive bidding; the Agency applies the higher amount because of the nature and complexity of works contracts. The Agency may always apply a method with a higher level of competition than the one required.

3.1.6 Procurement methods

The following methods are available for works, in descending order of their level of competition: international competitive bidding; national competitive bidding; limited competitive bidding; price quotation; and direct contracting. Goods are procured by international or national competitive bidding, or by national or international invitation for quotations (Section 3.7). Consulting firms are selected by one of the six methods in Section 3.5, and individual consultants under Section 3.6. Force account, the execution of works by the Agency's own personnel and equipment, is used only in the circumstances set out in Section 3.10.

3.1.7 General rules governing all competition

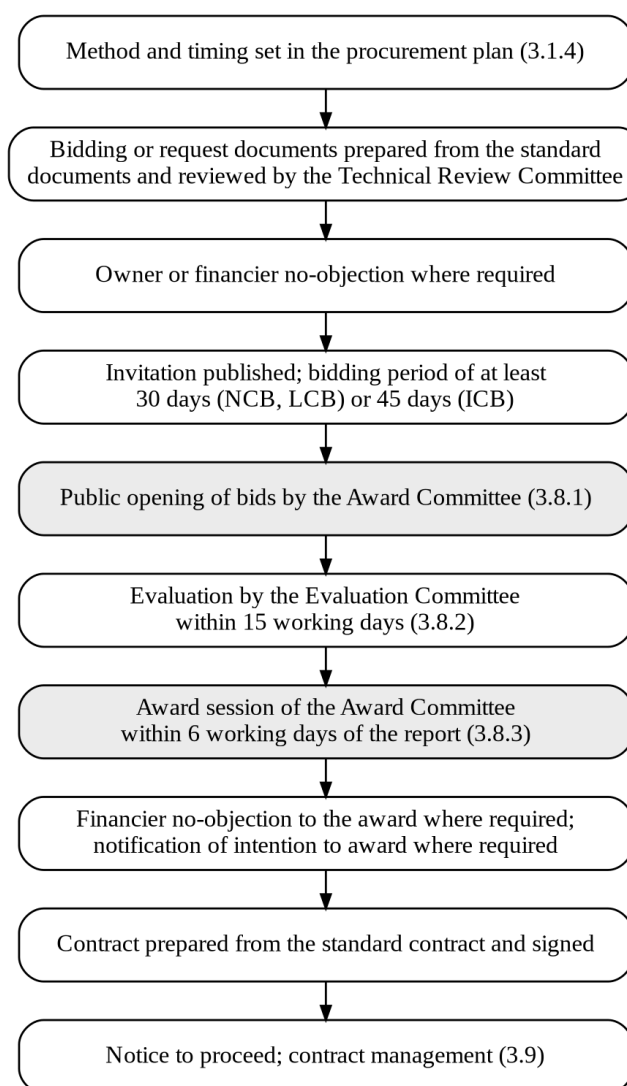
Whatever the method, when contractors, consultants or suppliers compete:

- (a) they are informed in writing of all the conditions of the competition, and in particular of the method that will be used for evaluating bids and selecting the successful bidder;
- (b) the method of selection uses objective and measurable criteria, and the documents requested from bidders as a basis for evaluation are clearly defined in the bidding documents;
- (c) bids are evaluated using only the rules and criteria contained in the bidding documents, and neither the Agency nor any committee may amend those rules after bids have been received;
- (d) the number of lots or contracts that may be awarded to a single contractor is limited only by its capacity to execute them at the same time;
- (e) bidders are given enough time to prepare their bids: at least thirty (30) days for national and limited competitive bidding and forty-five (45) days for international competitive bidding, counted from the last date of publication of the invitation, and in general at least three weeks for consultants' proposals; and
- (f) the bidding documents state whether the contract is based on a fixed, revisable, unit or lump sum price.

Figure 3.1 summarises the sequence of a competitive procurement.



Figure 3.1: Sequence of a Competitive Procurement



3.2 Award Committee and Evaluation Committee

3.2.1 The two committees

Two committees are set up for the preparation of the registers of contractors and consultants and for the award of contracts:

- (a) an **Award Committee**, which takes decisions on qualification and registration and on the award of all types of contracts; and
- (b) an **Evaluation Committee**, which evaluates applications, ranks bids and proposals, and makes recommendations to the Award Committee.

3.2.2 Composition of the Award Committee

The Award Committee is chaired by the Director General or an authorised representative, and operates according to the following rules:



- (a) it has three members with voting rights: the Director General, the Finance and Administration Director, and a third member of the Agency appointed by the Director General, such as the Technical Director or a Project Manager who is not responsible for the project concerned;
- (b) it includes at least one member sitting in an advisory capacity who is not a member of the Agency, designated by the Owner of the Works. This member may be a representative of the Beneficiary, of other ministries concerned by the works, or of users or associations in the case of community sub-projects;
- (c) the legal adviser of the Agency sits as an observer and takes the minutes of the bid opening session and of the meetings of the Committee;
- (d) the three voting members must be present for a meeting to be valid. A member who cannot attend may be represented by another member of the Agency with the approval of the Chair, recorded in the minutes;
- (e) a member of the Award Committee cannot be a member of the Evaluation Committee; and
- (f) membership of the Committee and attendance at its meetings carry no remuneration.

3.2.3 Role of the Award Committee

The Award Committee:

- (a) carries out the public opening of bids and proposals for works, consultancy services and goods, whatever the type of competition. A sub-committee may be appointed to carry out the opening;
- (b) during the opening session, appoints the members of the Evaluation Committee for the evaluation of the bids or proposals concerned;
- (c) examines and decides on requests for waivers in respect of all types of procurement;
- (d) draws up the registers of qualified contractors and consultants on the proposals of the Evaluation Committee (Section 3.3);
- (e) awards contracts for works, services and goods on the basis of the reports of the Evaluation Committee where there has been competition, and of the Technical Department in other cases;
- (f) authorises modifications of the standard documents (Section 3.1.3) and proposes to the financier any modifications of the procurement procedures of this Manual;
- (g) decides on the temporary or permanent deregistration of contractors and consultants; and
- (h) examines proposed contract amendments where the adjustments proposed, or already approved, represent more than ten per cent of the original contract price.

3.2.4 Operation of the Award Committee

Only the Chair of the Award Committee may authorise the Chair of the Evaluation Committee to contact bidders for further information on their bids. Such requests and the responses are made exclusively in writing; the Chair informs the Committee of each authorisation given, and the evaluation report states the reasons for and results of each request. The Chair is responsible for the observance of confidentiality throughout the procurement process. The Committee may not waive any of the rules governing its operation or any of the terms and conditions of the bidding documents.

3.2.5 Composition and role of the Evaluation Committee

The Evaluation Committee is chaired by the Technical Director, or by another senior officer where the Technical Director sits on the Award Committee. It comprises at least two other members proposed by the Chair for their qualifications and expertise, normally including the Project Manager for the project, who drafts the evaluation report, and the project consultant. It may also include a representative of the Beneficiary and of any other technical department concerned. The Chair ensures that the members have the technical skills and objectivity required and can observe the rule of confidentiality strictly. The Chair may consult any person outside the Agency for technical advice and, for consultancy services, the Award Committee may ask the Chair to bring in a specialist to assist in the evaluation.

The Evaluation Committee:

- (a) acts as the secretariat of the Award Committee, prepares its sessions and, where the legal adviser does not do so, takes the minutes;
- (b) analyses applications for registration and pre-qualification and proposes the corresponding lists to the Award Committee;
- (c) evaluates bids and proposals in strict compliance with this Manual and with the bidding documents; and
- (d) drafts the evaluation report, containing its recommendations for the award of the contract and the ranking of the bids (Annex 3.6).

3.2.6 Declarations by committee members

Before taking part in the opening or evaluation of bids, each member of the Award Committee and of the Evaluation Committee signs a declaration that he or she has no interest in any of the bidders, in line with the conduct rules in Part 1, Section 1.12.3. A member who has such an interest withdraws from the process and is replaced.

3.3 Registration of Contractors and Consultants

3.3.1 Purpose of the registers

To ensure the quality of the services it procures and to support the development of micro, small and medium-sized enterprises, the Agency maintains registers of qualified contractors and consultants, in which each service provider is listed and ranked according to its qualifications and skills in its field. The registers give the Agency a reliable basis for drawing up short-lists of consultants and for inviting contractors to limited competitive bidding, and help it target its capacity-building activities.

Registration does not replace pre-qualification for a particular contract (Section 3.4.3). A contractor or consultant that is not registered with the Agency is not excluded from open competitive bidding, or from limited bidding based on short-lists where the financing agreement so provides.

3.3.2 Registration procedure

1. The Agency publishes, at least every six months, an invitation in the national media inviting contractors, engineering firms, consultants and associations to apply for registration, using the standard registration documents (Annexes 3.3 and 3.4).
2. A service provider may apply for registration at any time. Its application is considered at the next meeting of the Award Committee, and in any case within forty-five (45) days of its submission.
3. The Evaluation Committee analyses each application against the criteria in the registration documents, checks the applicant against the debarment and sanctions lists required under the Finance and Administration Manual and the financing agreements, and proposes its qualification and ranking.
4. The Award Committee decides on the qualification and ranking of each applicant, and the applicant is notified of the decision.
5. Registration is valid for two years. At the end of that period the service provider renews its registration, updating the information on which its qualification was based.

3.3.3 Qualification of contractors

Contractors are qualified on the basis of their memorandum and articles of association; their financial capacity, shown by bank statements and their average turnover over the last three years; their permanent staff and the equipment they own; and their professional experience, shown by the type and number of similar contracts executed. On this basis, each contractor is listed according to its specialisation and the size of contract it can execute, using the categories and numbering set out in Annex 3.3.

3.3.4 Registration of consultants

For the purpose of drawing up short-lists, the Agency keeps a file on each consulting firm, individual consultant and association capable of carrying out its consultancy assignments, recording its

expression of interest; its identification and the name of its managing partner; the services for which it is qualified; the contracts it has already executed, with a brief evaluation of each; and the number and qualifications of its permanent staff. The file is updated each year following a public invitation (Annex 3.4).

3.3.5 Updating the registers

At least once a year, the Agency reviews the registers on the basis of the performance of the service providers that have worked with it, mainly the quality of their work and their compliance with contractual schedules, using the performance assessments made at contract completion (Annex 3.18). The Technical Review Committee scores each provider and proposes changes to the Award Committee, which may:

- (a) maintain the provider in its rank;
- (b) downgrade it, in case of repeated poor performance, for example more than two contracts delayed by more than one month in the same year;
- (c) upgrade it, in case of repeated excellent performance and evidence of increased capacity, such as the acquisition of site equipment;
- (d) suspend it temporarily for six to twelve months, in case of serious fault or termination of a contract; or
- (e) deregister it, in case of misappropriation, fraud, attempted corruption or repeated suspension.

Each decision is substantiated and notified to the service provider without delay. A contractor may be struck off the register for a maximum of one year only where it has been found to be the party at fault in the termination of a contract with the Agency.

3.4 Procurement of Works

3.4.1 International competitive bidding

International competitive bidding is the method most often required by financiers such as the World Bank and the African Development Bank, and its limits of application are set in the Delegated Management Contract or the financing agreement. It may be used with or without pre-qualification, in accordance with the financing agreement. The invitation is published in accordance with the requirements of the Owner of the Works or the financier, and in any case internationally, to attract international bidders. The bidding documents follow the standard documents of the financier (Annex 3.1).

3.4.2 National competitive bidding

National competitive bidding is the standard procedure for contracts whose value does not call for international competitive bidding, and may be used with or without pre-qualification. Exceptionally,

and where duly justified, it may be used above the international threshold, provided that adequate competition in quantity and quality is expected at national level and the contract is unlikely to attract international interest given its scope and conditions of execution, such as its size, logistics or price level.

Depending on its works programme, the Agency may publish each year a general invitation to bid in the national media, based on its annual programme, and specific invitations for each contract. Invitations are open to all contractors eligible under the financing of the project and having the required capacity, and do not exclude foreign bidders. Capacity is verified on the basis of post-qualification criteria that are measurable and clearly defined in the bidding documents. The contract is awarded to the lowest evaluated bidder whose capacity has been verified, or, where rated criteria apply, to the bidder whose bid is assessed as most advantageous under Section 3.4.6.

3.4.3 Pre-qualification and post-qualification

Pre-qualification limits bidding to contractors that have the capacity and skills required. Where it has been used, post-qualification is limited to verifying that the situation of the pre-qualified contractors has not changed.

Where national competitive bidding is preceded by pre-qualification, whether for a single contract or for a works programme, for example on an annual basis, the list of contractors selected for each type of works and contract size is drawn up after a public notice inviting applications. The notice sets out the list of contracts to be awarded by this method; the pre-qualification criteria, which must be precisely defined, objective and measurable, and are the only criteria used; how applications are to be submitted, with an example; and how applications will be evaluated and the results published.

Where there is no pre-qualification, the bidding documents include an evaluation of the capacity and skills of the lowest evaluated bidder (post-qualification). The post-qualification criteria are objective, explicit and measurable, and are set out in the instructions to bidders or the bid data sheet.

3.4.4 Limited competitive bidding for smaller works

Limited competitive bidding is used for Level 1 and Level 2 contracts, or up to the maximum amount set in the Delegated Management Contract. The contract is awarded after comparing the bids submitted by the qualified contractors in the Agency's register who respond to its written invitation, and is awarded to the lowest evaluated bidder. Because the invitation is limited to contractors already recognised as having the experience and resources needed, the evaluation of the lowest bidder's capacity is limited to verifying that its situation still allows it to execute the works.

The request for bids follows the standard documents (Annex 3.1), which may not be modified without the approval of the Owner of the Works or the financier, and includes at least a detailed description of the works; the technical specifications; the maximum period of execution; the standard contract; and detailed drawings allowing a reasonably precise estimate of the quantities.



The lump sum may be divided into parts corresponding to the trades involved, such as structural works, carpentry, roofing and finishes, so that payment can be made as each part is completed, at the frequency set in the contract.

3.4.5 Direct contracting

Direct contracting is contracting without competition. It may be used only in exceptional cases, with the prior approval of the Owner of the Works and the financier, where urgency, a proven special difficulty or the absence of competitors would make competition useless or counterproductive. Examples are specialised works that only one contractor has the skills and equipment to execute, the completion of a terminated contract after partial execution, and sub-projects in isolated areas.

1. The Technical Department records the justification for direct contracting (Annex 3.8) and obtains the explicit approval of the Owner of the Works and the financier before any negotiation.
2. The Agency requests a written proposal from the contractor, accompanied by the drawings and technical specifications.
3. The negotiation is held on the basis of that proposal and recorded in minutes attached to the contract file. Prices may not exceed current market prices for such works; otherwise they are justified by a detailed price breakdown, and the supporting documents are attached to the contract file.
4. The Technical Department reports on the negotiation and proposes the contract, which follows the standard contract strictly.
5. The Award Committee approves the results of the negotiation before the contract is signed.

3.4.6 Rated criteria in the evaluation of works bids

Where the financing agreement or the procurement rules of the financier require or permit it, works bids may be evaluated using rated criteria, under which the technical quality of the bid is scored alongside its price, instead of awarding the contract to the lowest evaluated bid alone. In that case:

- (a) the use of rated criteria is decided at the planning stage and recorded in the procurement plan;
- (b) the bidding documents state the rated criteria, their weights, the scoring method, any minimum technical score and the weight given to price, following the standard documents and guidance of the financier;
- (c) the Evaluation Committee scores each responsive bid strictly against the published criteria, and records the score of each member and the reasons for it in the evaluation report; and
- (d) the contract is awarded to the bidder whose bid obtains the highest combined score, subject to post-qualification.

Rated criteria are applied only in the form set out in the financier's procurement regulations and standard documents in force at the time of the invitation.

3.4.7 Price adjustment

The contract price is fixed and non-revisable unless adjustment is expressly provided for in the bidding documents and in the contract. In principle, except where inflation is high, contracts executed in less than eighteen months are fixed-price, non-revisable contracts. Where a fixed-price contract cannot be signed before the end of the bid validity period, the bidding documents state whether bid prices will be updated and give the formula for doing so.

3.5 Selection of Consulting Firms

3.5.1 General rule and methods

As a general rule, consultants are selected from a short-list of at least three and at most six candidates. The Agency uses one of the following six methods for selecting consulting firms, as required by the Delegated Management Contract or the financing agreement for each project: quality and cost-based selection; quality-based selection; least-cost selection; fixed-budget selection; selection based on the consultants' qualifications; and direct contracting.

3.5.2 Short-listing

For specialised or complex services requiring international expertise, the short-list is generally drawn up after an internationally advertised invitation for expressions of interest. The Evaluation Committee evaluates the expressions of interest and the Award Committee draws up the short-list on its proposal, in accordance with the Delegated Management Contract or the financing agreement.

For simple or repetitive services, the Award Committee may draw up the short-list from the Agency's register of consultants (Section 3.3.4), in accordance with the Delegated Management Contract or the financing agreement. The short-list includes at least three, and preferably six, consultants.

3.5.3 Quality and cost-based selection

Quality and cost-based selection is the method most often used, particularly for routine services such as studies and works supervision. The Agency prepares the request for proposals from the standard documents (Annex 3.1), comprising the letter of invitation, the information to consultants, the forms for the technical and financial proposals, the terms of reference and the standard contract. The terms of reference are submitted to the Owner of the Works and the financier for their opinion where the financing agreement requires it.

The technical evaluation criteria depend on the type of service, simple or complex. In general they are within the ranges in Table 3.2, and total 100 points.

Table 3.2: Criteria for the Technical Evaluation of Consultants' Proposals

Criterion	Points
Specific experience of the consultant relevant to the assignment	5 to 20



Criterion	Points
Qualifications of the key personnel	40 to 60
Proposed methodology and work plan	10 to 30
Transfer of knowledge, where it is an objective of the assignment	0 to 10

The Agency normally gives the financial proposal a weight of fifteen to twenty per cent, and never more than thirty per cent, depending on the importance of technical quality for the assignment. The points for each criterion, the minimum technical score and the weighting between the technical and financial proposals are stated in the request for proposals and approved by the Owner of the Works and the financier where the Delegated Management Contract or the financing agreement requires it.

Consultants submit their technical and financial proposals in separate envelopes, and the evaluation takes place in two stages. In the first, the technical proposals are opened and scored; consultants that do not reach the minimum technical score are eliminated and their financial proposals are returned unopened. In the second, the financial proposals of the remaining consultants are opened in public. The consultant with the highest combined score is invited to negotiate the contract, on the basis of the standard contract in the request for proposals.

3.5.4 Quality-based selection

Quality-based selection is used for complex or highly specialised assignments, where the quality of the services is decisive, or where the proposals are unlikely to be comparable. The technical proposals are evaluated as under quality and cost-based selection; the consultant with the highest technical score is then invited to submit or open its financial proposal and to negotiate the contract.

3.5.5 Least-cost selection

Least-cost selection is used for standard or routine assignments of small value, such as audits or the preparation of simple technical documents, within the limits set in the Delegated Management Contract or the financing agreement. The evaluation takes place in the same two stages as quality and cost-based selection; among the consultants that reach the minimum technical score, the proposal with the lowest cost is selected and the contract negotiated.

3.5.6 Fixed-budget selection

Fixed-budget selection is used for simple assignments for which the budget is fixed and cannot be increased. The request for proposals states the budget available. Consultants submit their technical and financial proposals in separate envelopes within that budget; the technical proposals are evaluated as under quality and cost-based selection, and the proposal with the highest technical score whose price does not exceed the budget is selected for negotiation.

3.5.7 Selection based on the consultants' qualifications

This method is used for assignments of low cost and short duration, for which preparing and evaluating full proposals is not justified. After consulting the Agency's register or inviting expressions of interest, the Award Committee, on the proposal of the Evaluation Committee, draws up a short-list of at most six candidates and selects the consultant with the best qualifications and references for the assignment. The selected consultant is invited to submit a technical and financial proposal and to negotiate the contract.

3.5.8 Direct contracting

Direct contracting of a consulting firm is exceptional and acceptable only where its advantages clearly outweigh those of competition: for urgent assignments where there is no time for a competitive procedure, or where only one consultant has the qualifications needed. It requires the prior approval of the Owner of the Works or the financier. The request for proposals comprises a letter of invitation, the forms for the technical and financial proposals, the terms of reference and the standard contract, and the proposal is negotiated before the contract is signed. The justification is recorded using Annex 3.8.

3.5.9 Other service providers

Projects, particularly those concerned with social development, may require individual service providers engaged on contract, such as trainers or social workers. They are recruited in accordance with the financing agreement and, where it is silent, under Section 3.6.

3.5.10 Payment of consultants

Consultants are paid in accordance with their contracts, either by a lump sum, for simple or short services, according to a fixed amount and a payment schedule tied to the delivery of reports, drawings or calculations, or to the completion of phases of the works; or on a time basis, using a schedule of unit rates, for complex or longer services and for supervision assignments whose duration does not depend on the consultant's own performance.

Payment is never defined as a percentage of the final cost of the works. For a lump sum contract, a percentage of the budget estimate of the works may be used to determine the lump sum, taking account of the complexity of the services. For repetitive services, such as studies or supervision of similar buildings, or where the consultant has already carried out a similar task for the Agency, the lump sum is reduced accordingly. The Agency seeks to use cost-conscious consultants in order to limit costs.



3.6 Selection of Individual Consultants

3.6.1 When individual consultants are used

Individual consultants are engaged when a team of experts is not needed, no additional outside professional support is required, and the experience and qualifications of the individual are the overriding requirement. Typical assignments are the preparation of terms of reference; the preparation or updating of preliminary studies; assistance during bidding procedures; technical assistance and training; and the drafting of final reports.

3.6.2 Selection procedure

1. The Project Manager prepares the terms of reference, stating the objectives, the scope of the services, any training, the reports and schedule, and the data and support the Agency will provide (Annex 3.9).
2. The Agency identifies candidates by publishing an invitation for expressions of interest, or, where the financing agreement permits, by inviting qualified individuals from its register (Section 3.3.4). The invitation states the qualifications and experience required and the selection criteria.
3. The Evaluation Committee compares the qualifications of at least three qualified candidates on the basis of their curricula vitae, using weighted criteria set before the evaluation begins: academic background and general qualifications; experience relevant to the assignment; and knowledge of the language and the region. An interview may be held where the assignment justifies it, and is then scored as part of the criteria.
4. The Evaluation Committee records its evaluation and ranking in a report, using the evaluation grid in Annex 3.9.
5. The highest-ranked candidate is invited to submit a financial proposal and to negotiate the contract. If negotiations fail, the next-ranked candidate is invited.
6. The Award Committee approves the selection on the basis of the report, and obtains the no-objection of the financier where the financing agreement requires it.
7. The contract is signed using the model contract for individual consultants in Annex 3.9, with the terms of reference, the work plan and the schedule of rates attached.

3.6.3 Direct selection of an individual consultant

An individual consultant may be selected directly, with due justification recorded using Annex 3.8 and with the prior approval of the Owner of the Works or the financier where required, only in exceptional cases: for the continuation of work that the consultant carried out under a contract awarded competitively; for assignments of short duration below the threshold set in the financing agreement; in emergencies; or where the individual has exceptional qualifications that are essential to the assignment.

3.6.4 Conditions applying to individual consultants

An individual consultant must be free of any conflict of interest with the assignment. During the contract and after its end, the consultant may not provide goods, works or services, other than the services under the contract, for any project arising from or closely related to the assignment (Part I, Section 1.12.4). Payment is made on a lump sum or time basis in accordance with Section 3.5.10.

3.7 Procurement of Goods

3.7.1 Scope

In this Manual, goods include commodities, raw materials, machinery, equipment and vehicles, and related services such as transport, insurance, installation, commissioning, training and initial maintenance. Goods are purchased exclusively on a competitive basis, by international or national competitive bidding, or by national or international invitation for quotations.

3.7.2 International competitive bidding

The Agency applies the procurement rules of the financier of the project concerned. The threshold for international competitive bidding is set in the financing agreement, and the period allowed for preparing and submitting bids follows the rules of the financier.

3.7.3 National competitive bidding

National competitive bidding applies to most purchases of goods and equipment that the Agency needs and that are available on the national market at economic prices, within the limits set by the financing agreement. The bidding documents follow the standard documents (Annex 3.1) and comprise the invitation to bid; the instructions to bidders; the bid data sheet; the general and special conditions of contract; the bill of quantities and delivery schedule; the technical specifications; and the standard forms, namely the bid form and price schedule, bid security, contract form, performance security, advance payment guarantee, manufacturer's authorisation and, where required by the financier, the criteria of origin of the goods. The invitation is published in the national media and by public notice. Bids are opened, evaluated and awarded under Section 3.8.

3.7.4 National invitation for quotations

This procedure is reserved for small purchases for the projects the Agency manages, up to the limit set in the financing agreement. The Agency invites quotations from a short-list of three to seven suppliers, describing clearly the goods required, the quantities, quality, delivery date, terms of payment and source of financing, and stating the date for submission. The Award Committee awards the contract on the basis of the report of the Evaluation Committee, to the supplier with the lowest evaluated quotation. The Agency may reject all quotations if they are not sufficiently competitive and invite other suppliers. The report of the session is sent to the Owner of the Works and the financier where the financing agreement requires it.

3.7.5 International invitation for quotations

The Agency may use an international invitation for quotations on the conditions set in the financing agreement. Its use is agreed in advance with the Owner of the Works and the financier, and follows the procurement rules of the financier; otherwise the conditions are the same as for the national procedure.

3.8 Bid Opening, Evaluation and Award of Contracts

3.8.1 Bid opening

Bids are opened in public by the Award Committee, or a sub-committee appointed by it, at the time and place stated in the bidding documents. At the opening, the information required by the bidding documents is read out, in particular the names of the bidders and their bid prices, including any discounts, as they appear in the bids, and recorded in the bid opening record (Annex 3.5). The opening committee does not evaluate bids or decide on their acceptability or the eligibility of bidders, and no bid is rejected at the opening.

3.8.2 Evaluation

- (a) No information on the evaluation of bids or on the award recommendations may be communicated to bidders or to any person not authorised to take part in the process until the award has been notified to the successful bidder.
- (b) Bids are evaluated by the Evaluation Committee in strict compliance with the bidding documents. No consultation takes place in the presence of bidders, and a bidder may be asked to clarify its bid only in writing, with the approval of the Chair of the Award Committee.
- (c) The bidding documents list the essential documents whose absence leads, or may lead, to the rejection of a bid. A decision to accept a bid in which such a document is missing or unusable is justified in the evaluation report.
- (d) The Evaluation Committee may not add, delete or amend the evaluation criteria. Only the Award Committee may waive a criterion, in exceptional cases where launching a new procurement would seriously hamper the project, and its decision is recorded with the reasons.
- (e) The Evaluation Committee may verify the information provided by bidders. A bidder that is shown to have deliberately submitted false information has its bid set aside, whether or not it is the lowest.
- (f) Neither committee may ask bidders to alter their bids or the quantities in the bidding documents, or to complete or modify a proposal, unless the bidding documents set out the conditions and method for doing so.
- (g) The evaluation report (Annex 3.6) makes clear recommendations on the award and ranks the bidders who may be selected if a higher-ranked bidder defaults.



- (h) The evaluation, from bid opening to completion of the report, takes no longer than the period set by the Award Committee according to the complexity of the documents, generally fifteen working days. Only the Chair of the Award Committee may extend this period, on a written and justified request from the Chair of the Evaluation Committee, answered in writing.
- (i) The evaluation report is strictly confidential. It is sent to the members of the Award Committee at least three calendar days before the award session, which the Chair normally convenes within six working days of receiving the report.

3.8.3 Award

- (a) All members of the Award Committee are invited to the award session. The Chair of the Evaluation Committee presents the evaluation report and its recommendations.
- (b) The Award Committee may not award the contract to a bidder other than the one proposed by the Evaluation Committee. If it decides not to follow the recommendation, it records its reasons in the minutes; those reasons may be based only on the criteria and method in the bidding documents.
- (c) If the voting members consider that the conclusions of the report should be reconsidered, the report is returned to the Evaluation Committee, which reviews it taking account of the Committee's observations and resubmits it. The revised report records each stage and explains the changes made.
- (d) The award decision is recorded in a memorandum signed by the voting members present (Annex 3.7), stating the award and the ranking of the bidders who may replace a higher-ranked bidder that defaults.
- (e) Where the financing agreement requires it, the financier's no-objection to the award is obtained, and a notification of intention to award and standstill period are applied, before the contract is signed.

3.8.4 Preparation and signature of contracts

The contract follows strictly the form in the bidding documents; the only elements that may differ are those specified in the bidding documents. The Technical Department prepares the contract and has it signed by the successful bidder. The execution of the works or the supply of goods starts only on the notice to proceed, which is not issued before the contract is signed.

If the successful bidder defaults, at signature or during the execution of the contract, the Director General may award the contract to the next-ranked bidder according to the ranking decided by the Award Committee, and informs the Committee of the decision and the reasons for it at its next session.



3.9 Contract Management, Termination and Agency Completion of Distressed Contracts

3.9.1 Contract management

Works contracts are supervised under Part 2, Section 2.5.6, and modifications requested by the Owner of the Works are handled under Part 2, Section 2.5.7. Contract amendments are made in writing. Proposed amendments that, alone or together with amendments already approved, exceed ten per cent of the original contract price are examined by the Award Committee before approval. Payments are certified and made under Part 2, Section 2.5.6 and the Finance and Administration Manual.

(i) Detailed Contract Management by the Supervision Consultant and GAMWORKS

Before work starts, the Project Manager and supervision consultant prepare a contract management plan proportionate to the value, complexity and risks of the works. It records the scope and deliverables, contractual milestones, baseline programme, payment schedule, inspection and reporting arrangements, key risks and the officers responsible. It also records who may issue instructions, certify payments, determine claims, approve variations or extensions, suspend work, accept the works and release securities, together with any limits and prior approvals.

The Agency confirms these arrangements and supplies the signed contract, approved drawings and specifications, relevant safeguards instruments and governing agreements to the consultant. The consultant advises the Agency at every stage and draws attention promptly to any decision, information, funding or approval needed from the Agency or the Client. The Project Manager maintains a decision register with responsible officers and due dates. Neither silence nor a meeting minute substitutes for a formal decision where the contract requires one.

(ii) Mobilisation and Commencement

The Project Manager convenes an inception meeting with the contractor, consultant and relevant representatives of the Client. The meeting confirms the scope, communication channels, delegated powers, programme submission dates, site access, utilities, surveys, inspections, payment procedures, safeguards obligations and procedures for notices and claims. The agreed actions are recorded and circulated without amending the contract through the minutes.

Before the Notice to Proceed is issued by the authorised person, the consultant checks the readiness of the site, available drawings, setting-out information, contractor's key staff, plant, initial programme, method statements and quality and safety arrangements. The Project Manager confirms funding, the required securities and insurance, lawful access and any permits or environmental and social measures that must precede the affected works. Outstanding conditions and their resolution are recorded; access to a restricted area is not authorised before its conditions have been met.

The consultant records the initial condition of the site and adjoining property, existing services and agreed survey benchmarks, with dated photographs where appropriate. The contractor's baseline



programme is reviewed for sequencing, resources, procurement lead times, testing and completion obligations. Review or acceptance of the programme does not change the contractual completion date or transfer the contractor's responsibility for delivery.

(iii) Instructions and Control of Contract Documents

The consultant maintains current approved drawings, specifications, method statements and inspection records on site. Submissions and requests for information are logged with receipt dates, required response dates and decisions. Superseded drawings are withdrawn from use while retained in the record. The consultant advises the Agency promptly where missing information or a delayed decision may affect cost or time.

Instructions to the contractor are issued through the channel and by the person authorised in the contract. They are dated, numbered and recorded, with their technical basis and any potential cost or time effect. Urgent oral instructions are confirmed in writing within the contractual period. The Client, Beneficiary and Agency staff shall direct proposed changes through this procedure, rather than giving conflicting instructions to site personnel.

The consultant shall not vary the scope, waive contractual requirements or commit additional expenditure beyond delegated authority. Where an instruction requires prior approval, it is referred with a recommendation before issue. Immediate protective action in an emergency follows the contract and is reported and documented without delay.

(iv) Inspection and Quality Assurance

The consultant reviews the contractor's quality plan, inspection and test programme, proposed materials and workmanship standards against the contract. The programme identifies operations requiring prior inspection or witness, including work that will be concealed. The contractor gives the required notices; the consultant records inspections, samples, test results and decisions, and arranges further verification where results are doubtful.

Non-conforming work or materials are recorded in a notice identifying the defect, required remedy, responsible party and deadline. The consultant exercises the contractual powers to reject or require correction, verifies the remedy and closes the notice only when compliance is demonstrated. Agency approval is sought for decisions outside the consultant's powers. Payment recommendations exclude or otherwise treat non-conforming work as the contract requires.

Environmental, social, labour, gender and safeguarding requirements are monitored with the responsible Agency focal points under Parts 5, 6 and 8. Serious incidents and imminent dangers are reported immediately through the prescribed channels, without waiting for the routine report. The consultant takes or recommends urgent protective action within contractual authority and follows up corrective measures. Sensitive personal information is kept out of general site minutes and handled through the designated confidential process.

(v) Progress Review and Reporting

The consultant maintains a daily site record of labour, plant, weather, deliveries, work undertaken, inspections, instructions, interruptions and material events. Site meetings are held at the contractual monthly frequency and more often where needed. Minutes record decisions, disagreements, actions, responsible persons and deadlines; they do not replace contractual notices.

The consultant compares measured progress with the approved programme and submits progress reports at the contractual frequency, normally monthly. Reports cover planned and actual progress, critical activities, resources, quality and safeguards performance, payments, changes, claims, outstanding decisions and the forecast completion date and cost. The Project Manager verifies these findings and consolidates them into Agency reports under Section 2.5.8.

Where delay is emerging, the consultant identifies its causes and effects, requires a recovery programme where permitted and advises the Agency on feasible corrective action. A revised programme does not itself grant an extension of time or authorise acceleration costs. The Project Manager follows up both contractor-related and Agency-related causes, including delayed access, drawings, approvals or payment.

(vi) Measurement and Payment Administration

The consultant measures completed work with the contractor, checks quantities and supporting records, and values work in accordance with the contract's measurement and pricing basis. For lump-sum or milestone contracts, verification follows the agreed deliverables and payment conditions. Materials on or off site are eligible only where the contract allows payment and the required evidence of ownership, protection and insurance is provided.

Each payment application is checked for approved work, previous certificates, advances and their recovery, retention, price adjustment where applicable, authorised variations, taxes and permitted deductions. The consultant records any correction or disagreement and issues the certificate or recommendation required by the contract within the prescribed period. A contractor's refusal to sign a measurement record is documented and handled under the contract; it is not concealed or used to suspend the process indefinitely.

The Project Manager checks the supporting evidence, consistency with approvals and available commitment before forwarding the certificate for authorisation and payment. Finance verifies the authorised payee, financial controls and payment record. Where the Client pays directly, GAMWORKS transmits the verified certificate and tracks settlement. The Agency shall respect contractual certification and payment deadlines, notify deficiencies promptly and process undisputed amounts as the contract requires. An internal review shall not improperly replace a determination entrusted to the consultant.

The Project Manager keeps a register of performance securities, advance guarantees, retention guarantees and insurance, showing amounts, issuers, expiry dates and release conditions. Validity and authenticity are checked through the Internal Auditor. Required extensions are obtained before expiry, including when completion dates change; release or a demand under a security is made only by the authorised official and in accordance with its terms.

(vii) Variations and Changes in Scope

The consultant records the reason for each proposed variation, its contractual basis, quantities, design implications, proposed valuation, effect on completion and any safeguards consequences. Existing rates are used where applicable; new rates or revised prices are supported by the analysis required by the contract. The recommendation shows the cumulative effect of approved and proposed changes on the contract amount and the available budget.

The Project Manager obtains the necessary technical review, funding confirmation, Client's decision and financier's no-objection where required before the authorised instruction or amendment is issued. Section 2.5.7 applies to changes requested by the Client. Other changes, including those arising from site conditions or design corrections, follow the same applicable approval and contract procedures. Changes are not divided to avoid approval limits. The consultant updates the variation register, drawings, quantities and programme after approval.

(viii) Extensions of Time and Claims

The consultant and Project Manager maintain a register of notices and claims, including the event, date of notification, contractual response deadline, evidence, amount or time requested and status. The consultant examines the contractual basis, cause and effect, contemporaneous records, mitigation measures and programme impact, obtaining additional particulars where necessary. Entitlement to time and entitlement to additional payment are considered separately.

The consultant consults the parties and makes a fair assessment or determination where the contract assigns that function; otherwise the consultant submits a reasoned recommendation to the authorised decision-maker. The Agency respects that allocation of responsibility and obtains reserved approvals without allowing response deadlines to lapse. Decisions and their reasons are communicated in the prescribed form. Claims are neither accepted solely because they were submitted nor rejected without examining the contractual basis.

Delay damages, deductions and recovery of costs are applied only where supported by the contract and the relevant facts, taking account of approved extensions and pending determinations. Disagreements are referred through the contractual dispute process within its time limits. The Project Manager obtains specialist or legal advice where needed and preserves records; negotiations do not suspend notice requirements unless the parties validly agree otherwise.

(ix) Completion and Contract Records

The consultant advises on readiness for acceptance, witnesses the required tests and commissioning, prepares the outstanding-work and defects list, and verifies rectification under Section 2.5.10. Before handover, it checks the required as-built drawings, operation and maintenance information, training, warranties, keys and other deliverables. Any outstanding item is assigned a deadline and responsible party, with the contractual conditions for acceptance observed.

Through the defects period, the consultant records notified defects and verifies corrective work within the scope of its appointment. It supports final measurement, account reconciliation and the assessment of outstanding claims, and advises on final certification and release of retention or securities. The Contracting Authority approves releases and closure only when the applicable conditions are met.

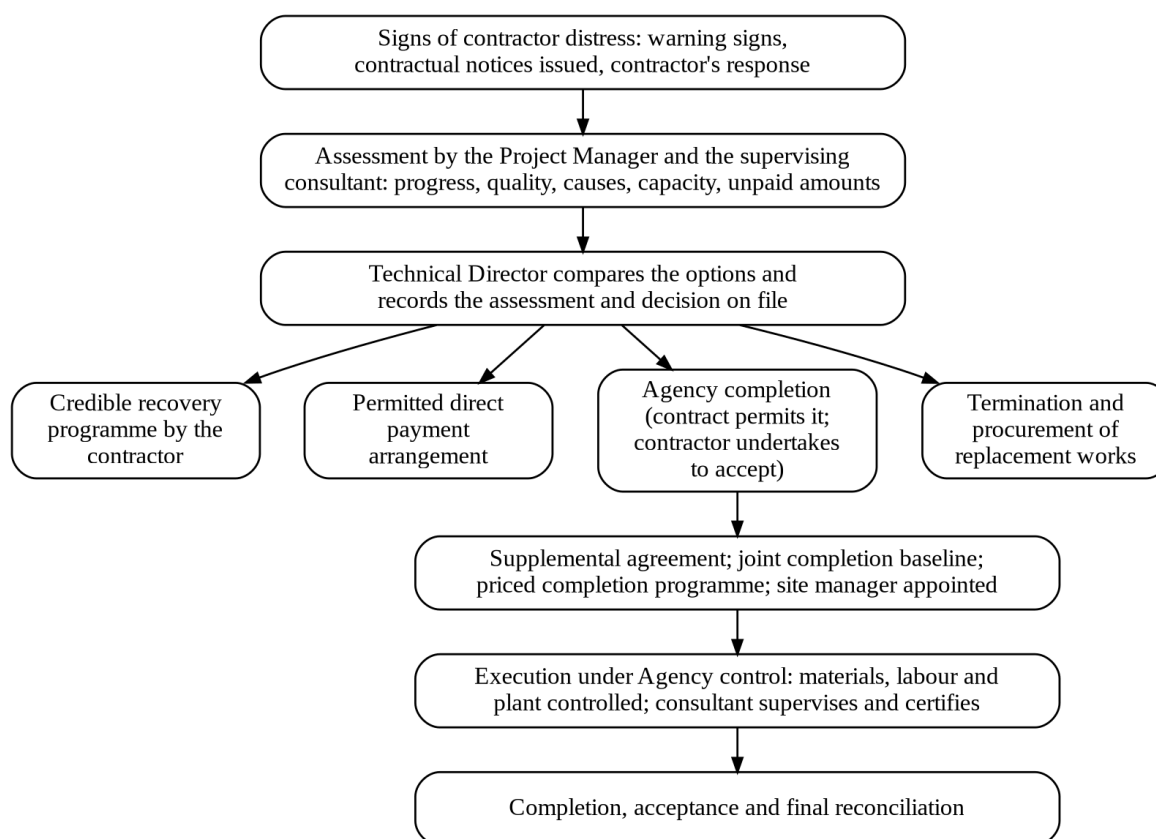
The Project Manager maintains the complete contract file: signed instruments, delegations, securities, insurance, programmes, site records, instructions, tests, measurements, certificates, payments, variations, claims, decisions, acceptance records and final accounts. The consultant hands over its records in usable form. Outstanding obligations are assigned for follow-up under Section 2.5.11, and contractor and consultant performance is recorded for institutional learning.

3.9.2 Response to a distressed contract

During execution, a contractor may run into financial or organisational difficulties that threaten completion. The Agency first establishes the nature and cause of the difficulty, including any amounts owed to the contractor by the Owner of the Works or the Agency, and then assesses which response is most suitable: a credible recovery programme by the contractor; a direct payment arrangement permitted by the contract; completion under the Agency's control; or termination. Figure 3.2 summarises the process.



Figure 3.2: Response to a Distressed Works Contract



The Project Manager documents the warning signs, the contractual notices issued, the contractor's response and the prospects of recovery. Where a supervising consultant is appointed, it provides a written assessment of actual progress, quality, defects, the causes of delay and the contractor's capacity to complete, and advises on the feasibility, cost, time and risks of each option. The Technical Director compares the options, taking account of the consultant's advice, the interests of the Owner of the Works, the Agency's capacity, outstanding liabilities, securities, insurance and safeguards, and the assessment, recommendation and decision are recorded on the project file.

3.9.3 Termination

Where the Agency decides to terminate a contract before completion, as provided in its clauses, it complies with the contractual notice, valuation, site protection and settlement requirements, and informs the Owner of the Works and the financier. The supervising consultant advises on the condition and value of the works, the remaining quantities, site protection, defects and the technical requirements for completion, and assists with the documented handover to any replacement contractor, continuing its services without interruption.

The replacement works are procured by a permitted method under this Part, with the necessary approvals. The Agency does not automatically negotiate with the second-ranked bidder of the original procurement, nor restrict competition solely because a terminated contract existed. Direct

contracting for the completion of a terminated contract is possible only on the conditions in Section 3.4.5.

3.9.4 Agency completion of a distressed contract

Where the works are very advanced, around eighty to eighty-five per cent complete, and the contractor cannot sustain the remaining work, the Agency may consider taking direct control of completion. This arrangement, traditionally described as the Agency's force account, allows GAMWORKS to organise the remaining works, procure the necessary materials and pay verified workers directly, while retaining the contractor as a resource person and using its available plant and equipment under an agreed arrangement. The percentage is a practical point for review, not an automatic entitlement to take over a contract: completion is established on the basis of measured, acceptable work and a realistic assessment of the remaining quantities, defects, costs and time.

(a) Authorisation. Before assuming control, the Agency confirms that the intervention is permitted by a clause of the contract and obtains the contractor's written undertaking to accept the procedure. A supplemental agreement (Annex 3.11) defines the scope, duration and management of the intervention; the contractor's continuing obligations; access to the site, materials and equipment; employment and insurance responsibilities; the treatment of payments and costs; the contractor's responsibility for any cost overrun; and the conditions for ending the arrangement. Where the intervention cannot lawfully be established, the Agency uses the appropriate contractual remedy and procurement procedure. The Agency confirms that the supervising consultant's appointment covers the remaining works, site presence and defects follow-up, and agrees any extension through the applicable approval process before the intervention begins.

(b) Completion baseline. Before the intervention begins, the Agency, the supervising consultant or designated supervisor and the contractor jointly record the acceptable work completed, outstanding defects, remaining quantities, materials on site, unpaid workers and suppliers, subcontracts, advance balances, securities and other liabilities, and the condition of the plant and equipment, with any leases, charges or third-party interests (Annex 3.12). The representative of the Owner of the Works or an independent witness takes part where appropriate. If the contractor declines to take part, the Agency records the refusal and obtains independent evidence and legal advice. The Technical Director then approves a priced completion programme, reviewed by the consultant, and appoints a competent site manager to organise execution on behalf of the Agency. The programme distinguishes existing liabilities from new completion expenditure.

(c) The contractor as resource person. The contractor remains available to support completion: identifying material requirements and sources, preparing requisitions, proposing labour deployment, submitting attendance and payroll information, and assisting with the operation and maintenance of plant, as stated in the supplemental agreement. The contractor does not approve its own requisitions or payroll, select suppliers outside the authorised process, certify receipt or control Agency funds.

Any remuneration for this role or for the use of plant is expressly agreed and checked against the original contract rates to avoid duplicate payment. Retaining the contractor does not, by itself, waive a default or relieve it of its remaining contractual obligations.

(d) Materials. The site manager prepares or checks material requirements against the remaining work and the stock available, and the consultant verifies the technical need, quantities and conformity before purchase. Materials are procured competitively, or by another permitted method with justification, and approved by the competent official; the Finance and Administration Department pays the verified supplier. A receiving officer independent of ordering records deliveries; the consultant inspects materials and confirms their acceptability before use; and receipts, issues, balances and losses are reconciled in a materials schedule (Annex 3.13). Materials already paid for under a certificate are identified so that they are not purchased or paid for again.

(e) Payment of workers. The contractor submits the proposed payroll with each worker's identity, occupation, agreed rate, period worked, attendance and amount claimed. The site manager keeps daily attendance and work records; the consultant or designated supervisor independently verifies attendance and work performed and reports discrepancies before payment; and a separate administrative check confirms entitlement, age and employment requirements, deductions, previous payments and possible duplication before the payroll is approved (Annex 3.14). The Finance and Administration Department pays each verified worker by a traceable method and obtains evidence of receipt; where cash payment is unavoidable, witnessed distribution and prompt reconciliation apply. The lawful employer and the responsibilities for wages, statutory deductions, insurance and working conditions are settled before labour is engaged. Direct payment is never used to deny workers' existing rights or to conceal arrears, and disputed wages are handled through the workers' grievance mechanism.

(f) Plant, supervision and safety. Contractor plant is used only under the supplemental agreement, which states whether its use is free, already priced or chargeable, the rates, the operator, and responsibility for fuel, maintenance, insurance, breakdowns, damage and return. Daily use is logged, hire charges are checked, and unsafe equipment is not used. The supervising consultant's duties and independence continue undiminished throughout the intervention: it maintains the required site presence, inspects workmanship, reviews tests, checks measurements, verifies progress, identifies defects and verifies corrective action, and continues measurement, valuation and certification in a way that distinguishes work already certified from work completed under the intervention. The consultant does not approve Agency expenditure or take on purchasing, payroll or execution responsibilities. Where no consultant is appointed, the Agency designates competent supervision personnel. Environmental, social, labour and safety measures remain in force, and completion pressure never justifies unsafe work or the removal of safeguards.



(g) Cost control and final reconciliation. The Finance and Administration Department keeps a separate completion ledger linked to the original contract (Annex 3.15). The Project Manager reviews actual and committed expenditure against the remaining-work budget each week, using the consultant's verified measurements, and refers any forecast overrun for decision before further discretionary commitments are made. At completion, the consultant or designated supervisor inspects and tests the works, verifies the rectification of defects and certifies acceptable completion, and the works are accepted under Part 2, Section 2.5.10. The final account covers the revised contract value, amounts certified and paid, advances, retention, direct completion costs, authorised deductions, claims, taxes and the resulting balance due to or recoverable from the contractor. The contractor is given an opportunity to respond, and disputed items follow the contractual process. No cost is recovered twice, and equipment and unused materials are returned or accounted for before the intervention is closed.

3.9.5 Provision of equipment by the Owner

During certain projects, the Owner of the Works may exceptionally provide equipment, such as earth-moving or loading equipment, for use on the works. In that case the Agency uses the agreement for the loan of equipment in Annex 3.10.

3.10 Force Account as a Method of Execution

Force account as a method of execution is distinct from the Agency's completion of a distressed contract under Section 3.9.4. It means the construction of works by the Agency's own personnel and equipment, and may be the only practical method for some kinds of works. A government-owned construction unit that is not managerially and financially autonomous is also considered a force account unit. Force account is otherwise known as direct labour, departmental forces or direct work.

The use of force account may be justified where:

- (a) the quantities of work involved cannot be defined in advance;
- (b) the works are small and scattered, or in remote locations, for which qualified construction firms are unlikely to bid at reasonable prices;
- (c) the work must be carried out without disrupting ongoing operations;
- (d) the risks of unavoidable interruption of the work are better borne by the Agency than by a contractor; or
- (e) there are emergencies needing prompt attention.

Before applying force account, the Agency obtains the prior consent of the Owner of the Works and the financier, providing the information justifying its use, evidence of its capacity to perform the work, and the implementation schedule with a breakdown of the estimated cost (Annex 3.16). For a financier-funded assignment, the financier's definition of force account and its no-objection

requirements must be satisfied; the Agency's own name for a contractual intervention does not by itself make the work eligible for this method.

3.11 Complaints, Conflict of Interest and Integrity

3.11.1 Confidentiality and undue influence

A member of a committee who is found responsible for leaking information of any kind on a procurement process is permanently excluded from any future committee of the Agency, and the leak is treated as serious professional misconduct. Where it is shown that a bidder has put pressure, directly or indirectly, on a committee member or an Agency officer to obtain information on the evaluation before the award is notified, or to influence its outcome, its bid is rejected and the Award Committee may decide to suspend or deregister it under Section 3.3.5.

3.11.2 Complaints by bidders and consultants

Complaints about a procurement process are handled under the procedure set out in the bidding documents and, for financier-funded contracts, in the financing agreement. Where the Agency's own procedures apply, a bidder may submit a written complaint to the Director General within the period stated in the bidding documents. The complaint is recorded in the procurement complaints register (Annex 3.17), examined by officers who took no part in the evaluation concerned, and answered in writing within the period stated. Contract signature is suspended while a complaint submitted in time is being examined, unless the Director General records a justification for proceeding. The outcome is recorded in the register.

3.11.3 Conflict of interest and prohibited practices

Committee members and officers involved in procurement declare any interest under Section 3.2.6 and Part I, Section 1.12.3. Consultants and contractors are subject to the separation rule in Part I, Section 1.12.4. Contractors, suppliers and consultants are screened against the debarment and sanctions lists required under the Finance and Administration Manual and the financing agreements before registration and before award. Suspected fraud, corruption, collusion or coercion is referred under the integrity provisions of the Finance and Administration Manual and, for financier-funded contracts, reported to the financier as its rules require.

3.11.4 Performance assessment

At the completion of each contract, the Project Manager assesses the performance of the contractor, supplier or consultant (Annex 3.18). The provider is given an opportunity to comment on the draft assessment, and its comments are recorded with the final assessment. Assessments feed the annual updating of the registers under Section 3.3.5.

3.12 Procurement Filing and Records

The Agency keeps a specific filing system for all procurement records, organised by project and by category of procurement, works, goods and consultancy services, as set out in Annex 3.19. For each contract, the file holds, in separate folders, the documents of each stage of the procurement cycle, from pre-qualification and the invitation to bid to the evaluation, award and signed contract, and the documents of contract management, including amendments, orders, inspection and progress reports, statements, invoices, acceptance certificates, claims and the performance assessment. Each contract also has a folder for complaints and one for audits. Bulky documents, such as bidding documents and signed contracts, are numbered and kept in a separate box, with their reference numbers listed in the general file of the project.

Procurement files are kept for at least three years after final acceptance, or for any longer period required by the Finance and Administration Manual, the financing agreement or Gambian law, and are made available to the auditors, the Owners of the Works, the financiers and the State supervisory bodies on request.



PART 4

Grant and Matching Grant Management and Community-Led Implementation

PART 4: GRANT AND MATCHING GRANT MANAGEMENT AND COMMUNITY-LED IMPLEMENTATION

4.1 Purpose, Scope and Principles

4.1.1 Purpose

This Part sets out GAMWORKS' procedures for managing grant and matching grant schemes, under which funds are transferred to communities and other grantees that implement small sub-projects themselves, with the support and supervision of the Agency. It draws on the Agency's experience in implementing matching grant programmes, in which communities planned, procured and built their own sub-projects and contributed part of their cost.

These are GAMWORKS' own institutional procedures. They apply to any grant or matching grant scheme the Agency manages, whatever its source of funds. Where a financing agreement or Delegated Management Contract sets different rules for a particular scheme, those rules prevail, in accordance with Part I, Section I.4.

4.1.2 Terms used in this Part

- (a) **Grantee:** the community organisation or other body that receives a grant and implements a sub-project.
- (b) **Community organisation:** a group that represents a community and can enter into a grant agreement, such as a village or ward development committee, a registered community-based organisation, or an association of users.
- (c) **Sub-project:** the small works, goods or services financed by a grant and implemented by the grantee.
- (d) **Matching contribution:** the part of the cost of a sub-project that the grantee provides, in cash, labour, materials or land.
- (e) **Community Management Committee:** the committee elected by the community to manage the sub-project and the grant on its behalf.
- (f) **Community Procurement Committee:** the committee elected by the community to carry out the procurement of the sub-project.

4.1.3 Modes of intervention

Grant schemes are usually managed in the Executing Agency mode, in which GAMWORKS designs the scheme, manages the funds, and supports and supervises the grantees (Part 2, Section 2.2). A grant component may also be entrusted to GAMWORKS under a Delegated Management Contract (Part 2,

Section 2.3). Under Technical Assistance (Part 2, Section 2.4), GAMWORKS may advise a client on its own grant scheme, train its grantees or verify their sub-projects, without managing the funds.

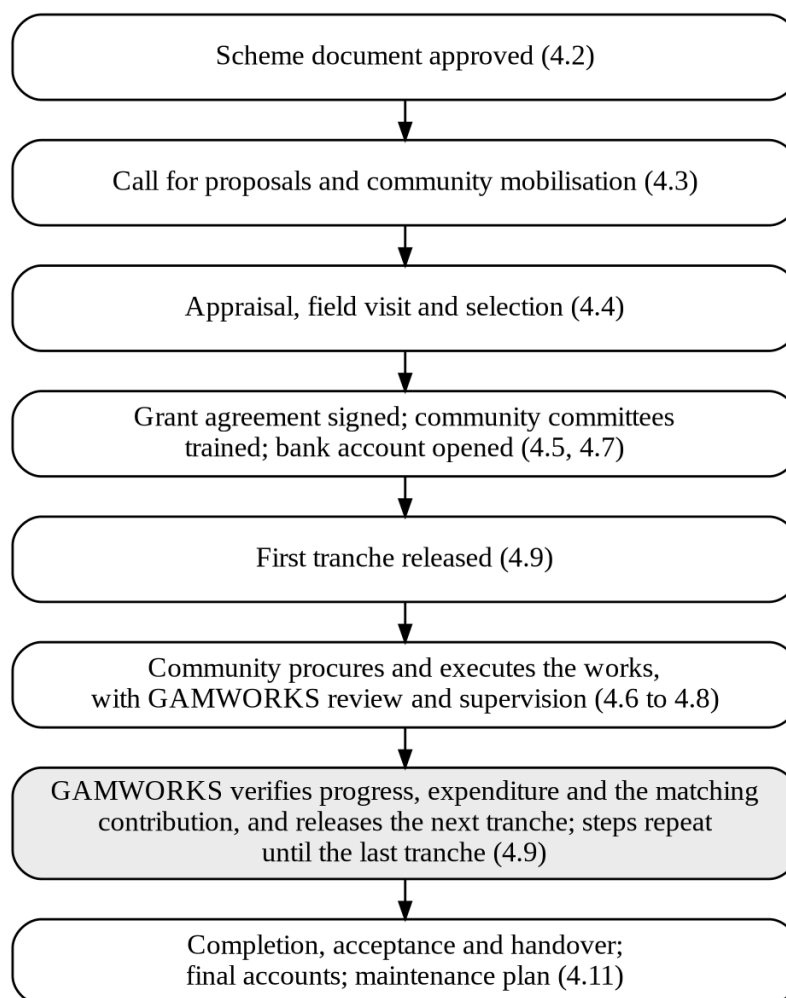
4.1.4 Principles

- (a) The community owns its sub-project. It decides, with GAMWORKS' support, what to build, procures and implements it, and is responsible for operating and maintaining it.
- (b) GAMWORKS enables, reviews, supervises and verifies. It does not take the community's decisions for it or handle the community's cash.
- (c) Procedures are kept simple enough for community members to apply them, and transparent enough for the whole community to follow them.
- (d) Funds are released in tranches, each against verified progress and justified expenditure.
- (e) The matching contribution is recorded and verified in the same way as the grant.
- (f) Women, young people and vulnerable members of the community take part in decisions and in the committees, in line with Part 6.

Figure 4.1 shows the cycle of a community sub-project.



Figure 4.1: Cycle of a Community Sub-Project



4.2 Design of a Grant Scheme

Each scheme is described in a scheme document (Annex 4.1), prepared by the Project Manager, reviewed by the Technical Review Committee, and approved in accordance with the Delegation of Authority Matrix in the Finance and Administration Manual and, where required, by the financier. The scheme document sets out:

- (a) the objectives of the scheme and the area it covers;
- (b) the eligible grantees and the conditions they must meet;
- (c) the eligible and ineligible activities. Activities that are generally ineligible include the purchase of land, recurrent salaries and running costs, activities already financed from another source, and activities with high environmental or social risk under Part 5;
- (d) the maximum grant per sub-project and the total budget of the scheme;

- (e) the rate of the matching contribution, the forms it may take, and how contributions in kind are valued;
- (f) the thresholds and methods of community procurement, within the limits in Section 4.6;
- (g) the selection criteria and their weights;
- (h) the number and conditions of the tranches of disbursement;
- (i) the implementation period, and the training and support GAMWORKS will provide; and
- (j) the arrangements for environmental and social screening under Part 5 and for grievances under Part 7.

4.3 Call for Proposals and Community Mobilisation

1. GAMWORKS announces the scheme through the local authorities, community radio, notices and community meetings, in the local languages, stating the objectives, the eligible grantees and activities, the maximum grant, the matching contribution and the deadline.
2. GAMWORKS facilitators hold information sessions in the communities concerned, explaining the scheme, the obligations of grantees, and how to apply.
3. Each interested community holds a general meeting, open to all its members, to identify its priority and to elect or confirm its Community Management Committee. The minutes record the attendance, including the number of women and young people, and the decisions taken.
4. The community prepares its application (Annex 4.2), with the support of a facilitator where needed. The application describes the sub-project, its estimated cost, the matching contribution offered, the land available, and the arrangements for maintenance.
5. GAMWORKS receives the applications, records each in the register of applications with the date received, and checks that it is complete. Incomplete applications are returned with an explanation, and may be resubmitted before the deadline.

4.4 Appraisal and Selection

1. The Project Manager checks each complete application against the eligibility conditions in the scheme document, and records the result.
2. For each eligible application, a GAMWORKS team visits the community to verify the need, the community's commitment and capacity, the availability of the land, the technical feasibility of the sub-project, the matching contribution offered and the arrangements for maintenance. A feasibility study is carried out only where Part 2, Section 2.5.2 requires it, in proportion to the size of the sub-project.
3. The sub-project is screened for environmental and social risks under Part 5.



4. The Grant Review Committee scores the eligible applications against the selection criteria, using the appraisal sheet (Annex 4.3). The Committee is chaired by the Technical Director and includes the Project Manager, a representative of the Finance and Administration Department and, where the scheme provides, an outside member. Each member signs a declaration of no interest before the scoring.
5. The selection is approved in accordance with the Delegation of Authority Matrix and, where required, by the financier.
6. Every applicant is informed in writing of the outcome. An unsuccessful applicant is told the reasons, may ask for further explanation, and may apply again in a later call. A complaint about the selection is handled under Part 7.

Each applicant's environmental and social capacity is assessed under Part 2, Section 2.5.12, before the grant agreement is signed.

4.5 Grant Agreement

GAMWORKS signs a grant agreement (Annex 4.4) with each selected grantee before any funds are released. The agreement states:

- (a) the sub-project, its location, its budget and its implementation period;
- (b) the amount of the grant and of the matching contribution, and the form of the contribution;
- (c) the tranches of disbursement and the conditions for each;
- (d) the bank account into which the grant is paid, in the name of the grantee, operated by at least two signatories designated by the community, neither of whom is the person in charge of procurement;
- (e) the obligation to procure under Section 4.6 and to keep the records listed in this Part;
- (f) the reports the grantee must submit;
- (g) GAMWORKS' rights of supervision, access to the site and the records, and verification;
- (h) the remedies in case of misuse of funds or failure to perform (Section 4.10); and
- (i) the grantee's commitment to operate and maintain the completed works.

Before the agreement is signed, the members of the Community Management Committee and the Community Procurement Committee have received the training in Section 4.7.2, the bank account has been opened, and a plan for providing the matching contribution has been agreed.

4.6 Community Procurement

4.6.1 Principles

Community procurement allows the grantee to buy the goods, works and services for its sub-project itself, using simple methods adapted to small amounts and local markets. It follows the principles of economy, fairness and transparency. Quotations, decisions and payments are recorded, and the main decisions are displayed on a notice board or read out at a community meeting, so that any member can follow how the grant is spent.

4.6.2 Community Procurement Committee

The community elects a Community Procurement Committee of three to five members at a general meeting, including at least one woman. Its members receive training from GAMWORKS before the first procurement. The duties of ordering, receiving and paying are kept separate: the Committee carries out the procurement; a storekeeper designated by the Community Management Committee receives and records goods and works; and payments are made by the two signatories of the bank account. A member who is related to, or has an interest in, a supplier or artisan withdraws from the procurement concerned, and the withdrawal is recorded in the minutes.

4.6.3 Procurement plan

Before the first tranche, the Community Procurement Committee prepares a simple procurement plan for the sub-project, listing the goods, works and services to be bought, their estimated cost, the method, and when they will be needed (Annex 4.5). GAMWORKS reviews the plan with the Committee and provides the specifications of the main materials and works.

4.6.4 Methods

The community procurement methods are listed in Table 4.1. The thresholds are set in the scheme document for each scheme. In no case does a single community contract exceed the limit for Level 1 contracts in Part 3, Table 3.1; anything above that limit is procured by GAMWORKS under Part 3, in consultation with the Community Management Committee.

Table 4.1: Community Procurement Methods

Method	When it is used	How it works
Community shopping	Goods, small works and services up to the shopping threshold in the scheme document	At least three written quotations are obtained from suppliers or artisans; the lowest acceptable quotation is selected
Small works contract with a local artisan or contractor	Parts of the works that need skills the community does not have, such as masonry, carpentry or roofing	At least three quotations are obtained, preferably from artisans in the GAMWORKS register; a simple contract is signed (Annex 4.8)

Method	When it is used	How it works
Direct purchase	Items below the direct purchase threshold in the scheme document, or where only one supplier is available locally	One quotation is obtained; the reason is recorded and, above the direct purchase threshold, agreed with GAMWORKS in advance
Direct labour by the community	Unskilled and semi-skilled work that the community can do itself	Members work under the supervision of the Community Management Committee; attendance is recorded daily (Annex 4.10) and counted as matching contribution or paid at the agreed rate
Procurement by GAMWORKS on behalf of the community	Items above the community limit, specialised equipment, or where community procurement has failed	GAMWORKS procures under Part 3, in consultation with the Community Management Committee

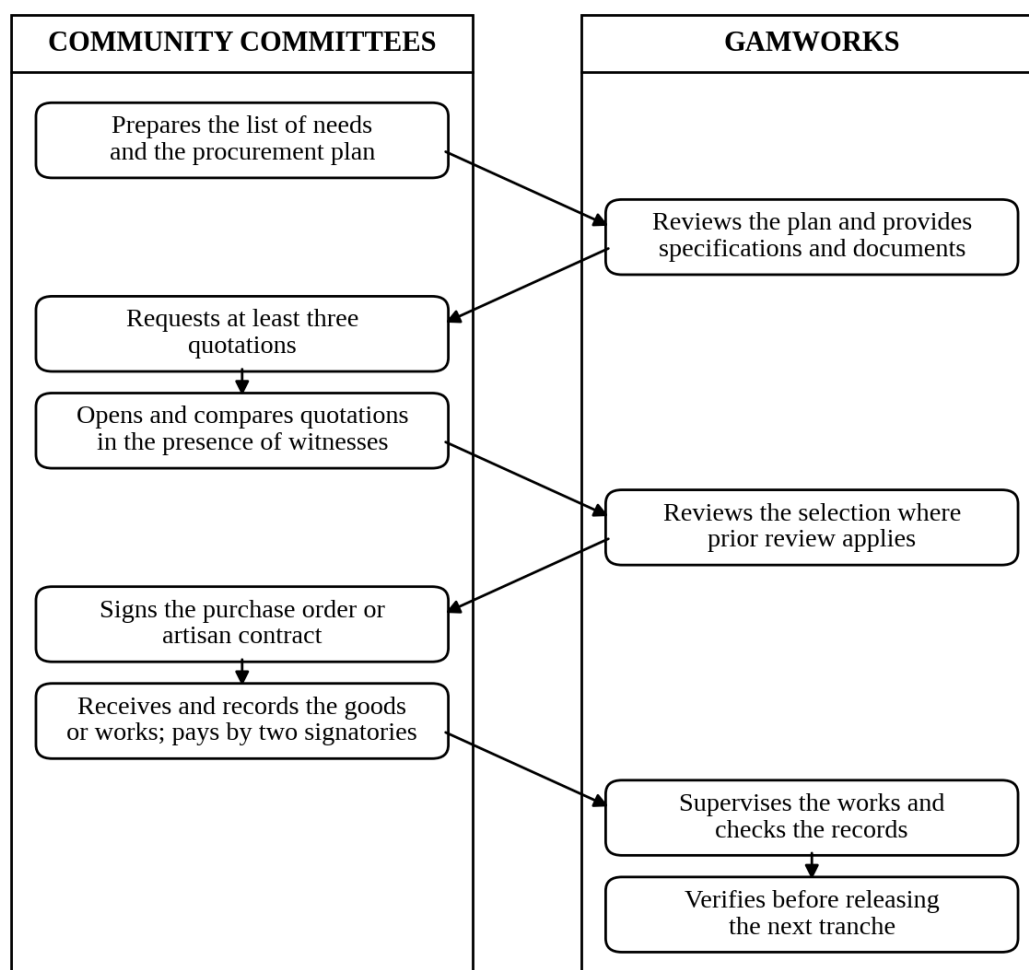
4.6.5 Procedure for community shopping and small works contracts

1. The Community Procurement Committee prepares the request for quotations (Annex 4.6), describing the items or works, the quantities, the specifications provided by GAMWORKS, the delivery place and date, and the deadline for quotations.
2. The Committee sends the request to at least three suppliers or artisans and records their names.
3. The quotations are opened together at a meeting of the Committee, in the presence of at least one member of the Community Management Committee who is not a member of the Procurement Committee. Each quotation is signed by those present.
4. The Committee compares the quotations on the comparison sheet (Annex 4.6), selects the lowest quotation that meets the specifications and delivery requirements, and records its decision and reasons in the minutes.
5. Where the scheme document requires GAMWORKS' prior review for the contract concerned, the Committee sends the comparison sheet and minutes to GAMWORKS, which replies within the period stated in the scheme document.
6. The Committee issues a purchase order (Annex 4.7), or signs a small works contract with the artisan (Annex 4.8), approved by the chair of the Community Management Committee.

7. The storekeeper receives the goods, checks them against the order and records them on a goods received note (Annex 4.7). Works by artisans are checked by the Community Management Committee and by GAMWORKS before payment.
8. Payment is made by cheque or bank transfer signed by the two signatories, against the order or contract, the goods received note or certificate of work done, and the supplier's invoice or receipt. Cash payments are made only for small amounts allowed in the scheme document, against a signed receipt.
9. Each procurement is entered in the community procurement register (Annex 4.9), and the result is displayed on the community notice board.

Figure 4.2 shows the division of tasks between the community committees and GAMWORKS.

Figure 4.2: Division of Tasks in Community Procurement



4.6.6 Records

The secretary of the Community Management Committee keeps the file of the sub-project, containing the minutes of meetings, the procurement plan, the requests for quotations, the quotations received,

the comparison sheets, the purchase orders and contracts, the goods received notes, the invoices and receipts, the stock records, the labour attendance sheets, the bank statements and the procurement register. Copies of the procurement register and the supporting documents for the period are attached to each disbursement request.

4.6.7 Complaints and prohibited practices

A community member, supplier or artisan who has a complaint about a community procurement raises it first with the Community Management Committee. If it is not resolved, the complaint is taken to GAMWORKS under the Grievance Redress Mechanism in Part 7. Fraud, corruption, collusion or coercion in community procurement, including the use of false quotations or the splitting of purchases to avoid a threshold, leads to the rejection of the expenditure concerned and to the remedies in Section 4.10, and is referred under the integrity provisions of the Finance and Administration Manual.

4.7 Role of GAMWORKS in Community Procurement and Implementation

4.7.1 Facilitation

For each scheme, the Technical Director designates a Project Manager and the facilitators who will work with the communities. A facilitator is assigned to each grantee as its regular contact with the Agency.

4.7.2 Training

Before the grant agreement is signed, GAMWORKS trains the members of the Community Management Committee and the Community Procurement Committee in community procurement, simple financial management and record keeping, site safety, and the operation and maintenance of the completed works. Training is repeated when committee members change.

4.7.3 Technical support

GAMWORKS prepares, or reviews, the simple designs, bills of quantities and specifications of each sub-project, in proportion to its size and in accordance with Part 2, Sections 2.5.3 to 2.5.5. It provides the community with the specifications of the main materials and works, and with the standard forms in the Annexes to this Part.

4.7.4 Review of community procurement

GAMWORKS reviews community procurement in two ways. Prior review applies to the contracts listed in the scheme document, generally the larger contracts and any direct purchase above the direct purchase threshold: the community obtains GAMWORKS' agreement before issuing the order or signing the contract. Post review applies to all other procurement: at each disbursement,



GAMWORKS checks the procurement register and a sample of the supporting documents, and visits suppliers where needed to confirm the quotations.

4.7.5 Supervision and verification

GAMWORKS visits each sub-project at least once a month during the works, applying Part 2, Section 2.5.6 in proportion to the size of the works, and records each visit on the monitoring checklist (Annex 4.13). It checks the quality of the works and materials, site safety, the stock and labour records, and the progress of the matching contribution. Before each tranche, it verifies the progress and the expenditure under Section 4.9.

4.7.6 Where a community cannot manage

Where a community is unable to carry out a procurement, or a procurement has failed, GAMWORKS may, with the agreement of the Community Management Committee, procure the items concerned on the community's behalf under Part 3, or engage a local contractor for the part of the works concerned. Where the difficulty is more serious, the remedies in Section 4.10 apply.

4.7.7 Limits of GAMWORKS' role

GAMWORKS does not take the decisions that belong to the community, sign the community's orders or contracts, or handle the community's cash. Its staff record their advice and decisions in writing, so that the record shows clearly where each decision was taken.

4.8 Community-Implemented Works

- (a) **Work plan.** Before the works start, the Community Management Committee and GAMWORKS agree a simple work plan, setting out the sequence of the works, the skilled and unskilled labour needed, the materials, and the timing of each tranche.
- (b) **Labour.** Community members who work on the sub-project are recorded daily on the labour attendance sheet. Their work is counted as matching contribution or paid at the rate agreed in the scheme document. Skilled work is carried out by artisans engaged under Section 4.6. No child under the minimum legal age for such work is employed, in line with Part 8.
- (c) **Materials.** The storekeeper keeps a stock record of all materials received and issued (Annex 4.11). Materials are stored securely and protected from the weather.
- (d) **Quality.** The works follow the designs and specifications provided by GAMWORKS. GAMWORKS checks the quality of the works at each visit and at key stages, such as foundations and roofing, before the next stage proceeds.
- (e) **Safety.** The Community Management Committee makes sure that basic safety measures are applied on site, including protective equipment, safe excavations and the protection of the public, in line with Part 5.



- (f) **Changes.** Any change in the design or scope of the works is agreed with GAMWORKS in writing before it is made.

4.9 Disbursement and the Matching Contribution

4.9.1 Tranches

The grant is paid into the grantee's bank account in the tranches set in the grant agreement. The first tranche is released after the agreement is signed, the committees have been trained and the bank account has been opened. Each later tranche is released when the grantee has justified the expenditure of the previous tranche to the extent set in the scheme document, the corresponding works have been verified, and the matching contribution is on schedule.

4.9.2 Procedure

1. The Community Management Committee submits a disbursement request (Annex 4.12), with a statement of expenditure, the bank statement, copies of the procurement register and supporting documents, the stock and labour records, and the record of the matching contribution.
2. The facilitator and the Project Manager verify the request: they check the documents, visit the site, confirm the progress of the works and the materials on site, and carry out the post review of procurement under Section 4.7.4.
3. Ineligible or unsupported expenditure is identified and either justified by the grantee or deducted from the next tranche.
4. The Project Manager records the verification on the disbursement request and recommends the release of the tranche.
5. The tranche is approved and paid under the Finance and Administration Manual, and the grantee is informed.

4.9.3 Matching contribution

The matching contribution is recorded on the matching contribution record (Annex 4.10). Cash contributions are deposited in the grantee's bank account. Labour is recorded on the attendance sheets and valued at the rate set in the scheme document. Materials and other contributions in kind are recorded when delivered and valued at local market prices. GAMWORKS verifies the record at each disbursement. Where the contribution falls behind schedule, the Community Management Committee and GAMWORKS agree how it will be made up before the next tranche is released.

4.10 Monitoring, Reporting and Remedies

4.10.1 Monitoring and reporting

The Community Management Committee submits a short monthly report on progress, expenditure and the matching contribution, and reports any incident or complaint without delay. GAMWORKS



records its monitoring visits on the checklist in Annex 4.13, and reports on the scheme as a whole to the Owner of the Works or the financier in its progress reports under Part 2, Section 2.5.8, covering for each sub-project the physical progress, the funds disbursed and justified, the matching contribution and any problems.

4.10.2 Remedies

Where a grantee fails to meet its obligations, GAMWORKS applies the following remedies, in proportion to the seriousness of the failure:

- (a) **Corrective action.** GAMWORKS and the Community Management Committee agree a corrective action plan with a deadline, and GAMWORKS provides additional support.
- (b) **Suspension.** If the failure continues, or in case of a serious irregularity, GAMWORKS suspends further disbursement by written notice (Annex 4.14), stating the reasons and what must be done to lift the suspension.
- (c) **Termination and recovery.** If the failure is not remedied, or in case of misuse of funds, GAMWORKS terminates the grant agreement and recovers the funds misused or not justified, under the Finance and Administration Manual (Annex 4.14). Where possible, it makes arrangements with the community or the local authority to complete the sub-project or protect the works already built.

Before suspension or termination, the grantee is given notice and an opportunity to respond, except where immediate action is needed to protect the safety of people or the funds. Suspected fraud or corruption is referred under the integrity provisions of the Finance and Administration Manual.

4.11 Completion, Handover and Maintenance

1. When the works are complete, the Community Management Committee informs GAMWORKS and submits a completion report.
2. GAMWORKS, the Community Management Committee and, where appropriate, the local authority carry out a joint final inspection, and record any defects to be remedied and the deadline for doing so.
3. Once the defects have been remedied, the completion and handover certificate is signed (Annex 4.15), confirming that the sub-project is complete and that the community takes over its operation and maintenance.
4. The grantee submits its final statement of expenditure and the final record of the matching contribution. Unused funds are refunded, and the bank account is closed or its continued use for maintenance agreed with GAMWORKS.



5. The community adopts a maintenance plan, designating the persons responsible and, where relevant, the user contributions that will fund maintenance, building on the Operation and Maintenance Manual outline in Part 2, Annex 2.15.
6. GAMWORKS visits the sub-project within twelve months of handover to check its use and maintenance, records the lessons learned under Part 10, and enters the sub-project in its record of completed projects (Part 2, Annex 2.19).



PART 5

Environmental and Social Management System

PART 5: ENVIRONMENTAL AND SOCIAL MANAGEMENT SYSTEM (ESMS)

This Part sets out GAMWORKS' Environmental and Social Management System: the Agency's Board-approved policy for identifying, preventing, minimising and managing the environmental and social risks of the projects, Delegated Management Contracts and grants it delivers. It cross-refers to Part 2 (screening and categorisation within the project cycle), Part 3 (contractor obligations), Part 4 (grantee screening), Part 6 (GESI/SEAH), Part 7 (GRM, for environmental and social complaints) and Part 9 (Quality Assurance), rather than repeating their content here.

5.1 Environmental and Social Policy Statement

REFERENCE STANDARD *The GAMWORKS Environmental and Social Policy Statement*

GAMWORKS is committed to identifying and managing the adverse environmental and social impacts of the projects, Delegated Management Contracts and grants it delivers, applying the mitigation hierarchy strictly in this order of preference: first, avoid the impact; where avoidance is not possible, minimise it; then mitigate it; then remedy or restore; and only as a last resort, and only where permissible under applicable standards, compensate or offset residual impacts, subject to rigorous conditions. Biodiversity offsets are never used as a substitute for avoiding impacts on critical habitat that are not acceptable under applicable standards.

GAMWORKS complies with the applicable environmental and social laws of The Gambia and, in addition, with the environmental and social standards of the development partners financing a given project, applying whichever is the more stringent at the point of divergence.

GAMWORKS is committed to the principles of sustainable development, climate resilience, gender equality, non-discrimination, to the protection of vulnerable groups, and to a safe and healthy working environment for its own staff and for the workers of its contractors and grantees.

Table 5.1: Environmental and Social Policy Statement

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Reviews the Policy Statement periodically, at least every three years, or without delay following a major incident under Section 5.8	Review Record
2	Director General	Endorses any proposed revision to the Policy Statement	Endorsed Revision
3	Board of Directors	Approves the Policy Statement, and any revision to it	Approved Policy Statement

SECTION 5.1: KEY POINTS

The Policy Statement applies the mitigation hierarchy strictly in order: avoid; minimise where avoidance is not possible; mitigate; remedy/restore; and compensate or offset residual impacts only as a last resort, under rigorous conditions, and never in place of avoiding unacceptable critical-habitat impacts.

GAMWORKS applies whichever of Gambian law or a financier's own standards is the more stringent.

The Board approves the Policy Statement and reviews it at least every three years, or immediately following a major incident.

5.1.1 Alignment with International Standards

This ESMS is aligned with the environmental and social legislation of The Gambia and with the environmental and social standards of the financier of each project, including its requirements on gender, Indigenous Peoples and SEAH.

REFERENCE STANDARD *Cross-Cutting Commitments*

Respect for human rights, applied throughout the project cycle.

Non-retaliation against anyone who raises a concern, complaint or grievance in good faith.

Meaningful participation of affected people in decisions that affect them, not token consultation.

Access to remedy for anyone harmed by a GAMWORKS-administered activity.

No financing, disbursement or mobilisation proceeds where mitigation measures are inadequate to bring risk to an acceptable level (Section 5.4.1).

Adequate resources and staff competency are maintained to implement this ESMS, not treated as an unfunded add-on.

Accountability extends downstream to executing entities, contractors, grantees and sub-grantees (Section 1.12.4); GAMWORKS does not rely on contract wording alone.

Disclosure and continuous improvement are standing obligations, not one-off exercises.

5.2 Screening and Categorisation of Activities

Every project, DMC or grant scheme is screened and assigned an environmental and social risk category before design proceeds, at the points already established in Sections 2.1-2.5.2 and 4.2. This section sets out the categorisation system itself.



Table 5.2: Screening and Categorisation of Activities

Category	Typical Indicators	Mandatory instruments
A / High Risk	Significant, irreversible or unprecedented adverse impacts, affecting a wide area or sensitive receptors	Full ESIA; costed ESMP; specialist plans as triggered (RAP, Biodiversity Management Plan, Cultural Heritage Management Plan, SEAH Prevention and Response Plan); GRM Plan; SEP
B / Substantial Risk	Site-specific, largely reversible impacts, readily addressed through mitigation measures	Fit-for-purpose ESIA/ESA; costed ESMP; specialist plans as triggered; GRM Plan; SEP
C / Low Risk	Minimal or no adverse impacts	Documented good E&S practice checklist commensurate with risk; no full ESMP required unless re-screening changes the category

REFERENCE STANDARD *Impact Areas Covered by Screening*

Pollution prevention and resource efficiency.

Biodiversity, natural habitats and forests.

Physical cultural resources and heritage.

Land acquisition, resettlement and access restrictions.

Labour and working conditions.

Community health and safety.

Climate risk and resilience.

MANUAL BOUNDARY *Category Labels Are Adaptable*

The three-tier A/B/C structure above is GAMWORKS' default. Where a specific financier's own four-tier system (for example High/Substantial/Moderate/Low) applies to a project, the Safeguards Focal Point maps GAMWORKS' category to that system in the Screening Outcome, rather than running two parallel categorisations.

Table 5.3: Screening and Categorisation of Activities (II)

Step	Responsible	Action	Output / Deliverable
I	Safeguards Focal Point	Screens the project, DMC or grant scheme using the Environmental and Social Screening Tool (Annex 5.1), at the point established in Sections 2.1, 2.5.2 or 4.2, covering every impact area above	Screening Outcome

2	Safeguards Focal Point	Assigns an environmental and social category, based on the nature, scale, location and sensitivity of potential impacts	Assigned E&S Category
3	Safeguards Focal Point	Screens the project for climate-related risk (for example flooding, sea-level rise, extreme heat or drought exposure) and resilience considerations, feeding into the financier-specific design addendum at Part 2.5.2 where a specialised financing window applies	Climate Screening Outcome
4	Technical Director	Confirms the assigned category and climate screening outcome	Confirmed Category
5	Safeguards Focal Point	Determines the environmental and social instrument required by the confirmed category: a full Environmental and Social Impact Assessment and Management Plan for Category A, a standalone Management Plan for Category B, or a simple checklist for Category C	Required E&S Instrument

5.2.1 Screening Scope and Category Determination

The E&S Screening Procedure is used at the project identification or concept stage for every GAMWORKS activity, without exception, and whenever a project's scope, location, technology, or context materially changes. Its purpose is to determine the level of E&S risk and the required safeguard instruments before any approval decision. **Screening and risk categorization must be completed before concept approval and stakeholder engagement begins.**

REFERENCE STANDARD *Impacts and Receptors Considered at Screening*

Direct, indirect, induced, long-term and cumulative impacts, not only immediate, direct effects.

Associated facilities, the activity's full area of influence, and effects on third parties not directly contracted or funded by GAMWORKS.

Transboundary effects, where relevant.

The vulnerability of the receiving environment and community, including displacement and access restrictions.

Human rights, SEAH, vulnerable groups, labour, pollution and resource use, community health and security, biodiversity and critical habitat, cultural heritage, climate risk, and applicable national and international law.

Where a project, DMC or grant scheme has components of differing risk, the highest-risk component determines the category assigned to the programme as a whole; a lower-risk component is not used to average down the overall categorisation.

SECTION 5.2: KEY POINTS

Screening and categorisation happen at design, at the point already established in the project, DMC or grant cycle, not as an afterthought.

Screening covers seven impact areas explicitly, including biodiversity, cultural heritage and climate risk, not environmental impact alone.

Climate screening feeds directly into the financier-specific design addendum at Part 2.5.2 where a specialised financing window applies.

The category assigned determines which environmental and social instrument is required, from a full ESIA/ESMP down to a simple checklist.

5.3 Environmental and Social Impact Assessment and Management Plans

The environmental and social instrument required by the assigned category is prepared, reviewed and validated before the project or scheme proceeds to approval and mobilisation.

Table 5.4: Environmental and Social Impact Assessment and Management Plans

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Commissions the Environmental and Social Impact Assessment	ESIA / ESMP
2	Project Manager	Prepares the Environmental and Social Management Plan directly for lower-category activities, using Annex 5.1	
3	Safeguards Focal Point	Reviews the ESIA/ESMP for completeness and quality against the category assigned at Section 5.2	Reviewed ESIA/ESMP
4	Project Manager	Conducts stakeholder consultation as part of ESIA preparation, applying Section 5.6	Consultation Record

5	Technical Review Committee	Validates the ESIA/ESMP alongside the technical design, applying Part 2.5.5	Validation Decision
6	Director General	Approves the ESIA/ESMP for disclosure and implementation	Approved ESMP

QUALITY ASSURANCE CHECKPOINT *ESMP Incorporated Before Contracting*

An approved ESMP is incorporated into the bidding or contract documents at Part 3.1, and into the grant agreement at Part 4.5, before either is issued; it is not added afterwards as a condition subsequent.

5.3.1 Fit-for-Purpose Instruments and Disclosure

For Category B activities, a fit-for-purpose ESIA and ESMP is required, with limited focus where appropriate; a standalone ESMP alone is not automatically sufficient, it should be applied in all phases of operations and integrated into day-to-day activities. Where programme or subproject locations or designs are not yet known at appraisal, GAMWORKS uses an Environmental and Social Management Framework (ESMF), followed by an activity-specific ESIA/ESMP once the location or design is confirmed and before that activity is committed. Specialised instruments are prepared where triggered, including resettlement/livelihood restoration, biodiversity, labour, community safety, cultural heritage, vulnerable groups and SEAH measures.

REFERENCE STANDARD *Information-Disclosure Controls*

Core and supplementary safeguards documents, an activity summary, the consultation summary, and available grievance mechanisms are disclosed through GAMWORKS channels and, for the relevant activity or applicable-financier channels.

Disclosure is in English and relevant local languages/formats, early enough for informed input, and within the timeframes set by the applicable-financier Information Disclosure Policy.

Comments received are recorded, together with how they affected design.

SECTION 5.3: KEY POINTS

The required environmental and social instrument follows directly from the category assigned at Section 5.2.

The Technical Review Committee validates the ESIA/ESMP alongside the technical design, not as a separate process.

The approved ESMP is built into contracting and grant documents before issuance.

5.4 Contractor and Grantee Environmental and Social Obligations

Environmental and social obligations bind contractors, sub-contractors, grantees and sub-grantees directly, through contract and grant agreement clauses, not merely through GAMWORKS' own internal procedures.

Table 5.5: Contractor and Grantee Environmental and Social Obligations

Step	Responsible	Action	Output / Deliverable
1	Project Managers and Technical Teams	Incorporate environmental and social clauses and the approved ESMP into bidding and contract documents (Part 3.1) and grant agreements (Part 4.5)	E&S Contract/Grant Clauses
2	Contractor or Grantee	Prepares a site-specific or organisation-specific environmental and social compliance plan, where required by the category assigned	Contractor/Grantee Compliance Plan
3	Safeguards Focal Point	Assesses the contractor's or grantee's environmental and social management capacity, applying Section 5.4.1, alongside its review of the compliance plan	Capacity Assessment
4	Safeguards Focal Point	Reviews and approves the compliance plan before mobilisation	Approved Compliance Plan
5	Project Manager or Grant Coordinator	Monitors contractor or grantee compliance throughout implementation, applying Section 5.9	Compliance Monitoring Record

5.4.1 Environmental and Social Capacity Assessment

The environmental and social capacity of contractors, executing entities and grantees is assessed as part of the project cycle, under Part 2, Section 2.5.6, and the result informs the management measures required under this Part.

5.4.2 Flow-Down to Executing Entities and Subprojects

Due diligence and the contractual flow-down of environmental and social obligations apply not only to a GAMWORKS-contracted or grant-funded party directly, but to executing entities, contractors, subcontractors, grantees, sub-grantees and the subprojects they deliver. Agreements at every tier incorporate the applicable E&S, SEAH, gender, Indigenous Peoples, GRM and disclosure requirements, audit and records access, staffing/budget adequacy, monitoring, corrective action, and suspension/termination/remedy provisions, and, cooperation with the financier concerned (and with any other applicable financier for its own financed activities).

SAFEGUARDS ALERT *GAMWORKS Remains Accountable*

GAMWORKS remains accountable for supervision of every tier in the delivery chain and cannot rely on contract wording alone to discharge that accountability; supervision, monitoring and verification at Section 5.9 apply down the chain, not only at the first tier.

5.5 Labour, Occupational Health and Community Safety

These standards ensure fair recruitment, safe working conditions, accessible worker grievance mechanisms, and the prevention and management of risks to surrounding communities arising from project activities, including traffic, excavation, security personnel, and workforce influx, consistent with Standards 2 and 4 of the ESS Policy. It applies from contractor mobilization through demobilization on all sites engaging direct, contracted, or community workers, and wherever the E&S screening identifies community health, safety, or security risks, continuing throughout construction and operation.

Labour standards, worksite safety and community protection are monitored with the same rigour as physical progress, because harm in these areas is often irreversible.

Table 5.6: Labour, Occupational Health and Community Safety

Step	Responsible	Action	Output / Deliverable
1	Contractor or Grantee	Implements labour management procedures: working conditions, non-discrimination, and access to a worker grievance channel	Labour Management Procedures
2	Contractor	Implements a site-specific occupational health and safety plan	OHS Plan
3	Safeguards Focal Point	Monitors labour and occupational health and safety compliance during site visits, applying Part 2.5.6 and the inspection standard at Part 9.3	Monitoring Record
4	Contractor or Project Manager	Implements community health and safety measures: traffic management, community protection, and codes of conduct for site personnel	Community Health and Safety Measures

SAFEGUARDS ALERT *Zero Tolerance and Immediate Escalation*

Child labour and forced labour are prohibited without exception on any GAMWORKS-administered contract or grant.

Any labour, occupational health or community safety incident is reported immediately, applying Section 5.8, regardless of the routine monitoring cycle.

5.5.1 Operational Labour and Community Safety Standard

This section operationalises ESS2 (Labour and Working Conditions) and ESS4 (Community Health, Safety and Security):

REFERENCE STANDARD *Labour Requirements*

Written terms of employment and timely payment of wages and benefits.

Non-discrimination and equal opportunity; freedom of association where lawful; a defined, fair retrenchment procedure.

Adequate worker accommodation where provided.

Supply-chain child and forced labour risk is assessed, not assumed absent; contractors maintain labour records GAMWORKS can inspect.

A worker grievance mechanism that is accessible and confidential, kept separate from the community/SEAH channels at Section 5.5.2 and Part 7, with a safe referral path between them where a case genuinely spans both.

Hazard identification and the hierarchy of controls, training and PPE, and emergency preparedness.

REFERENCE STANDARD *Community Safety Requirements*

Traffic management and communicable-disease risk measures.

Screening and conduct standards for security personnel engaged at or around a site.

Incident investigation for any community health, safety or security event.

5.5.2 Stop-Work Thresholds and Incident Escalation

Work stops immediately, and GAMWORKS is notified without waiting for the routine reporting cycle, on any of: a fatality; a serious injury; a confirmed or suspected case of forced or child labour; significant community harm; or a security incident. Each triggers root-cause analysis and corrective action, reporting as required by law and, where applicable, the financier, and contractor consequences under Section 3.9.1; recurring issues are tracked for trend monitoring. Investigation and reporting

protect survivor and worker confidentiality throughout, applying the same need-to-know principle as Section 6.6.

SECTION 5.5: KEY POINTS

Labour and OHS compliance is monitored on site, not confirmed on paper alone.

Child labour and forced labour carry zero tolerance, with no contract- or grant-value exception.

5.6 Stakeholder Engagement and Information Disclosure

Stakeholder engagement begins at design and continues through implementation and operation, rather than being treated as a one-off consultation exercise held to satisfy a single approval step. The procedure is initiated during project identification and updated as the project develops or new stakeholders are identified in order to identify individuals and groups affected by or interested in a project, understand their interests, influence, and specific engagement needs before consultations begin.

Table 5.7: Stakeholder Engagement and Information Disclosure

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Prepares the Stakeholder Engagement Plan (Annex 5.3) at design stage, applying Part 2.5.2	Stakeholder Engagement Plan
2	Project Manager	Conducts stakeholder consultations before and during implementation, at a depth proportionate to the category assigned at Section 5.2	Consultation Record
3	Safeguards Focal Point	Discloses the ESIA/ESMP and related environmental and social documents to affected communities, in an accessible form and language	Disclosure Record
4	Safeguards Focal Point	Activates the Stakeholder Engagement Plan at project or grant mobilisation, applying Part 2.5.6	Activated Stakeholder Engagement Plan

SECTION 5.6: KEY POINTS

Engagement runs from design through implementation, at a depth proportionate to risk category.

Disclosure is in a form and language affected communities can actually use, not a formality.

5.6.1 Meaningful Engagement Standard

REFERENCE STANDARD *What Meaningful Engagement Requires*

Two-way, not one-way: affected people's input is sought and responded to, not only received.

Early and continuing: engagement starts at design and continues through implementation and closure, not once at approval.

Culturally appropriate, gender-responsive, inclusive of vulnerable and marginalised groups, and free of coercion; women and men are consulted safely, and separately where appropriate.

The Stakeholder Engagement Plan (Annex 5.3, Section 1) maps affected and interested parties, analyses barriers and preferred languages/channels, and sets the disclosure and consultation schedule, budget, responsibilities, feedback-and-response arrangements, and monitoring and adaptive-update process, together with activity, GAMWORKS and, for financier activities, the financier grievance information.

Stakeholders retain ongoing access, not only a one-time disclosure, to current activity summaries, environmental and social assessments and plans, resettlement, vulnerable people and gender instruments where applicable, consultation summaries, and grievance mechanism details, disclosed through accessible local locations and languages and, for financier activities, the required financier channels. Disclosure and consultation records, participatory monitoring evidence, and documentation of how stakeholder feedback changed design or implementation are maintained throughout, not reconstructed at evaluation.

MANUAL BOUNDARY *Financial Intermediation (I2/I3 Activities)*

For financial intermediation within the approved I2 ceiling, covering I2 and I3 activities, GAMWORKS requires executing entities and grantees to meet activity-level engagement and disclosure requirements in their own right, and conducts documented due diligence and oversight of that compliance rather than engaging directly with each downstream activity's stakeholders itself.

Affected communities, civil society and, where applicable, Indigenous Peoples are involved at the appropriate tier, and their participation and any unresolved concerns are recorded safely.

5.7 Vulnerable and Marginalized Groups Screening

Screening confirms whether Vulnerable and Marginalized Groups , as defined under applicable national or development partner frameworks, or other vulnerable groups are present and potentially affected. Where the screening is not triggered, this is recorded and no further instrument is required.

Table 5.8: Indigenous Peoples Applicability and Vulnerable Groups Screening

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Screens for the presence of Vulnerable and Marginalized Groups, where applicable under national and development partner definitions, and other vulnerable groups, using Annex 5.1	Screening Note
2	Safeguards Focal Point	Where triggered, prepares a Vulnerable and Marginalized Groups Plan or Vulnerable Groups Action Plan, incorporating free, prior and informed consultation	Action Plan (where triggered)
3	Technical Director	Reviews and endorses the plan	Endorsed Plan
4	Director General	Approves the plan for implementation	Approved Plan

SECTION 5.7: KEY POINTS

Screening happens on every project, DMC or grant scheme; a negative screening outcome is recorded, not silently skipped.

Where triggered, consultation with the affected group is free, prior and informed, not a formality after the plan is already finalised.

5.8 Incident Management and Reporting

Environmental and social incidents are notified, classified and escalated on a defined timeline, distinct from and overriding the project's routine reporting cycle.

Table 5.9: Incident Management and Reporting

Step	Responsible	Action	Output / Deliverable
1	Contractor, Grantee or Project Manager	Notifies the Safeguards Focal Point of any environmental or social incident immediately, and in any case within 24 hours, using the Environmental and Social Incident Report Form (Annex 5.4)	Incident Notification
2	Safeguards Focal Point	Assesses severity and classifies the incident as minor, serious or major	Severity Classification
3	Safeguards Focal Point	Escalates serious or major incidents to the Technical Director and Director General without	Escalation Record

		delay; major incidents are further escalated to the Board	
4	Contractor or Project Manager	Implements immediate corrective and remedial action	Corrective Action
5	Safeguards Focal Point	Prepares a full incident report, with root cause analysis and a corrective action plan, within 5 working days of notification	Incident Report
6	Director General	Reports major incidents to the relevant development partner or financier, where the financing agreement requires it, and to the Board	Incident Notification to Financier/Board

SAFEGUARDS ALERT *Notification Overrides Routine Reporting*

The 24-hour notification requirement applies regardless of the project's routine progress-reporting cycle, consistent with the equivalent rule at Part 2.5.6.

SECTION 5.8: KEY POINTS

Notification is within 24 hours; the full incident report follows within 5 working days.

Severity classification drives escalation: serious and major incidents reach the Director General; major incidents reach the Board and, where required, the financier.

5.9 Monitoring and Continuous Improvement

Environmental and social performance is monitored across the active portfolio, rather than only on a project-by-project basis, with monitoring findings informing continuous improvement of the ESMS. This aims to assess whether stakeholder engagement is reaching intended stakeholders, achieving its objectives, and keeping the SEP up to date. The procedure applies continuously throughout project implementation, with formal reviews conducted at each project milestone and findings reported periodically to support accountability, learning, and ongoing improvement.

Table 5.10: Monitoring and Continuous Improvement

Step	Responsible	Action	Output / Deliverable
I	Safeguards Focal Point	Conducts periodic environmental and social monitoring visits across active projects, DMCs and grants, at a frequency proportionate to the category assigned	Monitoring Report

2	Safeguards Focal Point	Compiles environmental and social performance data for inclusion in project and portfolio reporting, applying Part 10	E&S Performance Data
3	Technical Director	Reviews monitoring findings and directs corrective action where needed	Corrective Action Directive
4	Safeguards Focal Point	Updates ESMS procedures and tools based on lessons learned and audit findings, feeding into Part 10.5 and the management review at Part 9.6	Updated ESMS Procedures

SECTION 5.9: KEY POINTS

Monitoring frequency is proportionate to risk category, not uniform across the portfolio.

Findings feed back into the ESMS procedures themselves, via Part 10.5 and Part 9.6, not only into individual project files.





THE GAMBIA AGENCY
FOR THE MANAGEMENT OF PUBLIC WORKS

TECHNICAL MANUAL
OF PROCEDURES

PART 6

Gender Equality, Social Inclusion and Safeguarding (GESI/SEAH)

PART 6: GENDER EQUALITY, SOCIAL INCLUSION AND SAFEGUARDING (GESI/SEAH)

This Part sets out GAMWORKS' Gender Equality, Social Inclusion and Safeguarding Policy, covering gender mainstreaming in project and grant design, and the prevention of, and response to, Sexual Exploitation, Abuse and Harassment (SEAH). It cross-refers to Part 2 (gender assessment within the project cycle), Part 5 (ESMS screening and monitoring), Part 7 (GRM, for SEAH-sensitive complaint handling) and Part 10 (MEL), rather than repeating their content here. It applies to GAMWORKS staff, contractors, consultants and suppliers across four practical entry points: the workplace, procurement and contracting, the project cycle, and monitoring/reporting.

6.1 Gender and Social Inclusion Policy Statement

REFERENCE STANDARD *The GAMWORKS Gender Equality, Social Inclusion and Safeguarding Policy Statement*

GAMWORKS is committed to gender equality and social inclusion in the design, delivery and staffing of the projects, Delegated Management Contracts and grants it manages, and to identifying and addressing the differing needs, constraints and opportunities of women, men, and other groups at risk of exclusion.

GAMWORKS applies a zero-tolerance approach to Sexual Exploitation, Abuse and Harassment by anyone engaged by or through GAMWORKS, and a survivor-centred approach to every disclosure it receives.

GAMWORKS prohibits retaliation against anyone who reports, in good faith, a concern under this Policy, whether they are a staff member, contractor, grantee, beneficiary or community member.

Table 6.1: Gender and Social Inclusion Policy Statement

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Reviews the Policy periodically, at least every three years, or without delay following a serious case under Section 6.5	Review Record
2	Director General	Endorses any proposed revision to the Policy and is the senior-most accountable officer for GESI implementation and for SEAH prevention and response	Endorsed Revision
3	Board of Directors	Approves the Policy, and reviews GESI performance at least annually; approves budget for GESI activities	Approved Policy Statement

4	Safeguards Focal Point	Coordinates day-to-day implementation; first point of contact for GESI concerns; manages the GESI grievance channel; liaises with the Ministry of Gender, Children and Social Welfare and development partners	Coordinated GESI implementation.
5	Human Resources	Non-discriminatory recruitment/pay/discipline; confidential complaint handling; induction and refresher training	Fair employment, confidential grievance handling, and trained, protected workers.

SECTION 6.I: KEY POINTS

The Policy applies a zero-tolerance approach to SEAH and a survivor-centred approach to every response.

Retaliation against a good-faith reporter is prohibited, regardless of who the reporter is.

The Board approves the Policy Statement and reviews it at least every three years, or immediately following a serious case.

6.2 Gender Assessment and Gender Action Planning

Gender considerations are assessed during project phases and grant design,, applying Part 2.5.2 for projects and Part 4.2 for grants, , alongside E&S screening to identify gender and social-inclusion risks, gaps, and barriers. Where significant risks or gaps are identified, GAMWORKS develops a Gender Action Plan (GAP) with specific, measurable, budgeted, and time-bound actions, assigned responsibilities, and monitoring arrangements. The assessment and GAP shall be reviewed and updated at key stages of the project or grant cycle and whenever significant changes in risks or scope occur.

Table 6.2: Gender Assessment and Gender Action Planning

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Conducts a gender assessment at project or grant design, applying Part 2.5.2 or Part 4.2, using the Gender Assessment Tool (Annex 6.1) to determine the GAP.	Gender Assessment
2	Safeguards Focal Point	Where the assessment identifies a significant gender gap or risk, prepares a Gender Action Plan,	Gender Action Plan

		with specific targets and indicators, using the Gender Action Plan Template (Annex 6.2)	
3	Technical Director	Reviews and endorses the Gender Action Plan	Endorsed Gender Action Plan
4	Director General	Approves the Gender Action Plan for implementation	Approved Gender Action Plan
5	Project Manager or Grant Coordinator	Monitors Gender Action Plan indicators throughout implementation, applying Part 10.1	GAP Monitoring Record

REFERENCE STANDARD *When a Gender Action Plan Is Required*

The environmental and social category assigned at Part 5.2 is Category A or B.

The assessment identifies a material gap between women and men in access, participation or benefit, or a specific gender-based risk arising from the project's location, sector or workforce composition.

The activity involves a workforce, worksite or mobilisation pattern associated with elevated GESI/SEAH risk, such as large construction sites, remote postings, or a high concentration of male workers relative to the host community.

Any one of these is sufficient to trigger a Gender Action Plan; the Safeguards Focal Point records the reasoning in the Gender Assessment regardless of the outcome. Where a financier requires a gender assessment and a proportionate Gender Action Plan for every activity it finances, both are prepared regardless of whether these triggers are met; "proportionate" sets the plan's depth and budget to the activity's scale and risk, not whether a plan exists at all.

6.2.1 Social Inclusion Screening and Action Planning

Gender is one dimension of exclusion; this section extends the same screening and action-planning discipline to other groups at heightened risk of being excluded from a project's benefits or participation.

REFERENCE STANDARD *Groups Commonly Considered*

Tribe, Ethnicity

Religion

Persons with disabilities.

Older persons.

Youth.

Female-headed households.

Marginalised or remote communities.

Migrants and displaced persons.

Low-income groups.

Table 6.3: Social Inclusion Screening and Action Planning

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Screens for the likely presence and needs of groups at heightened risk of exclusion, using the Social Inclusion Screening Tool (Annex 6.7)	Inclusion Screening
2	Safeguards Focal Point	Where the screening identifies a significant barrier to participation or benefit, prepares an Inclusion Action Plan with specific measures, such as accessible infrastructure, targeted outreach, or inclusive communication formats	Inclusion Action Plan
3	Technical Director	Reviews and endorses the Inclusion Action Plan	Endorsed Inclusion Action Plan
4	Project Manager or Grant Coordinator	Monitors Inclusion Action Plan measures throughout implementation, applying Part 10.1	Monitoring Record

SECTION 6.2.1: KEY POINTS

Inclusion screening covers groups beyond gender: sex, disability, ethnicity, age, or social status, race and low income, among others.

An Inclusion Action Plan is prepared on the same significant-barrier basis as a Gender Action Plan, and monitored the same way.

6.2.2 Gender Assessment Depth and Implementation Monitoring

REFERENCE STANDARD *What the Gender Assessment Analyses*

Context, laws and policies; climate impacts; access to and control of resources; roles and time use; decision-making; intersectionality; barriers; risks including SEAH; and opportunities for women and men of all ages.

Consultation is conducted safely, and separately where appropriate, and aligned with national priorities.

The assessment documents how its findings informed changes to the project or procurement design, and ensure that relevant GAP indicators are incorporated directly into the results framework under Part 10.1.

During implementation, the Safeguards Focal Point periodically updates the assessment, refines baselines and targets where needed, and reports GAP progress in annual performance reports; a shortfall triggers corrective action. A material change to the Gender Action Plan or its underlying design is notified to applicable financier, where the relevant policy or legal agreement requires it. GAP implementation is protected by identified human and financial resources at design (Section 4.2), not treated as an unfunded safeguards task absorbed into general project overhead.

SECTION 6.2: KEY POINTS

A Gender Action Plan is prepared wherever the design-stage assessment identifies a significant gap or risk, not as a routine attachment to every project.

Materiality is judged against defined triggers, not left to unstated discretion, and the reasoning is recorded either way.

Gender Action Plan indicators are monitored through the same reporting discipline as the rest of the results framework, not tracked separately.

6.3 Survivor-Centred Principles

The following principles govern every interaction with a survivor of Sexual Exploitation, Abuse or Harassment under this Manual, and apply throughout Sections 6.4 to 6.7 and the SEAH-sensitive complaint handling at Part 7.5.

REFERENCE STANDARD *The Survivor-Centred Principles*

Safety: the survivor's safety and wellbeing come first in every response, before any other consideration, including the desire to investigate or to act quickly.

Confidentiality: information is shared only on a strict need-to-know basis and only with the survivor's informed consent, except where the law requires disclosure or there is imminent risk to the survivor or others.

Respect for choice: the survivor decides whether, how and when to pursue a referral, a complaint or an investigation, and that choice is respected at every stage.



Non-discrimination: support is provided fairly, regardless of the survivor's sex, age, nationality, relationship to GAMWORKS, or any other characteristic.

Best interest of the child: where the survivor is a child, their best interest is the primary consideration in every decision, applying the Child Protection Safeguards at Section 6.4.I.

SECTION 6.3: KEY POINTS

These five principles are not aspirational language; they are binding on every Gender/SEAH Focal Point, manager and Board member who becomes aware of a case.

A survivor's choice not to pursue a formal complaint does not close off their access to support.

6.3.1 Survivor-Centred Operating Protocol

REFERENCE STANDARD *Before Requesting Any Detail*

Explain confidentiality and its legal limits in plain language, before asking the survivor to describe what happened.

Explain reporting options, the possible consequences of each, and the survivor's right to decline to proceed or to withdraw consent at any later point.

Collect only the least information necessary for the immediate purpose; a full account is not required to provide safety and support.

Provide disability, child and language accommodations as needed, not as an afterthought.

Immediate safety and support are handled separately from, and never made conditional on, the investigation and disciplinary decision; a survivor receives support whether or not they choose to pursue a formal case. Mandatory legal reporting (where Gambian law requires it, for example for a child victim (e.g. Children's Act, 2005 (as amended 2016)) is narrowly defined to the specific circumstance the law addresses, documented in the case record, and never described or applied as an unlimited exception to confidentiality.

6.4 Prevention of Sexual Exploitation, Abuse and Harassment (SEAH)

SEAH procedures apply to all staff, contractors, consultants, volunteers and anyone engaged on a GAMWORKS-funded, managed or supervised activity. Prevention is built into contracting and mobilisation, not left to a policy statement alone.

Table 6.4: Prevention of Sexual Exploitation, Abuse and Harassment

Step	Responsible	Action	Output / Deliverable
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1	Technical Director	Ensures SEAH risk is assessed for each project, DMC or grant, applying the ESMS screening at Part 5.2 and the gender assessment at Section 6.2, using the SEAH Risk Assessment Tool (Annex 6.3)	SEAH Risk Assessment
2	Safeguards Focal Point	Conducts prior SEAH due diligence on prospective contractors and grantees, checking their own safeguarding procedures, disciplinary mechanisms and any prior SEAH sanctions history, alongside registration (Part 3.3) or grant due diligence (Part 4.4)	Prior SEAH Due Diligence Record
3	Project Managers and Technical Teams	Incorporate SEAH prevention clauses, including a Code of Conduct (Annex 6.4) and sanctions for breach, into contracts and grant agreements, applying Part 3.1 and Part 4.5	SEAH Contract/Grant Clauses
4	Contractor or Grantee	Requires all personnel to sign, and to comply with, the Code of Conduct prohibiting SEAH before mobilisation	Signed Codes of Conduct
5	Safeguards Focal Point	Verifies that prevention measures, including codes of conduct, community awareness and accessible reporting channels, are in place before mobilisation	Verified Prevention Measures
6	Safeguards Focal Point	Monitors SEAH risk and prevention measures throughout implementation, applying the monitoring cadence at Part 5.9	Monitoring Record

SECTION 6.4: KEY POINTS

Prior SEAH due diligence on a contractor's or grantee's own track record happens before contracting, alongside registration or grant due diligence, not only at their own site afterwards.

SEAH prevention clauses and signed codes of conduct are a precondition of mobilisation, not a training topic covered afterwards.

SEAH risk is monitored on the same cadence as the rest of ESMS monitoring, not as a separate exercise.

6.4.1 Child Protection Safeguards

Child safeguarding measures apply to projects, DMCs, and grants that involve or may affect children, including activities near schools, water points, community facilities or any other setting. Child

Safeguarding Risk Screening and Planning identifies potential contact with children and establishes proportionate safeguards before mobilization. Screening is conducted for every project alongside E&S and SEAH screening, and must be completed before concept approval, and a Child Safeguarding Plan approved before mobilization where risks are identified.

SAFEGUARDS ALERT *Child Protection Rules*

No GAMWORKS staff member is alone with a child beneficiary without another adult present.

Photography, filming or other use of a child's image requires the guardian's informed consent and a safeguarding review before use.

A suspected child safety concern is reported immediately to the Gender/SEAH Focal Point and, where Gambian law requires it, to the relevant statutory child protection authority, regardless of whether the child or guardian consents to that report being made.

Community awareness activities under Section 6.7 include child-specific safeguarding messaging wherever a project involves schools, youth or community infrastructure.

SECTION 6.4.1: KEY POINTS

Child protection rules apply in addition to, not instead of, the general SEAH prevention measures at Section 6.4.

Mandatory reporting of a suspected child safety concern can override survivor or guardian consent, where Gambian law such as Children's Act, 2005 (as amended 2016) requires it; this is the one exception to the consent-driven approach elsewhere in this Part.

6.4.2 Safe Recruitment and Risk-Tiered Response

REFERENCE STANDARD *Safe Recruitment and Engagement*

Signed SEAH declarations and verified references or background information are obtained before appointment or contract signature, not after.

An unequal personal relationship (e.g. supervisor-subordinate, staff-beneficiary) that could affect an appointment, assignment or evaluation decision is disclosed as a conflict.

No person or entity known to have committed, condoned, or failed to address SEAH, is engaged, subject to lawful due process.

No person or entity found, through a fair and lawful process, to have committed, condoned, or failed to take appropriate action to address SEAH shall be engaged, appointed, or contracted by



GAMWORKS.Signed codes of conduct and role-specific SEAH training are completed before any community contact or mobilisation, not scheduled around it.

The SEAH Risk Assessment Tool (Annex 6.3) is applied at concept, appraisal, contracting, mobilisation, periodic review, and any material change, not only once at design. The resulting rating is translated into concrete measures: qualified staffing and budget, contractor/grantee due diligence, community awareness activity, accessible survivor-centred reporting channels, referral services, monitoring frequency, and remedies. These requirements flow down to executing entities, subcontractors and sub-grantees and are verified before disbursement or the start of work, not assumed from a signed clause alone.

6.5 Reporting, Referral and Survivor Support

A survivor or third party can report through any of the channels established under the Grievance Redress Mechanism at Part 7, applying the survivor-centred principles at Section 6.3 from the first point of contact. This procedure ensures that concerns about a child's safety are reported and referred promptly and safely, whether raised by a survivor or third party.

Table 6.5: Reporting, Referral and Survivor Support

Step	Responsible	Action	Output / Deliverable
1	Survivor or Third Party	Reports a SEAH concern through any accessible channel established under Part 7	SEAH Report
2	Gender/SEAH Focal Point	Receives the report in confidence, using the SEAH Case Intake Form (Annex 6.6), and does not question the survivor beyond what is necessary to understand immediate safety and support needs	Intake Record (restricted access)
3	Gender/SEAH Focal Point	Refers the survivor, with their informed consent, to available medical, psychosocial, legal and other support services, using the SEAH Referral Directory (Annex 6.5)	Referral Record
4	Gender/SEAH Focal Point	Reports the case, in a form that protects the survivor's identity, to the Technical Director and Director General, applying the case management protocol at Section 6.6	Case Record (restricted access)
5	Director General	Ensures any alleged perpetrator engaged by or through GAMWORKS is managed through the appropriate disciplinary, contractual or referral	Disciplinary/Contractual Action

		process, kept entirely separate from the survivor's support pathway	
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SAFEGUARDS ALERT *The Survivor's Pathway Is Never Conditional*

No survivor is required to confront, or be confronted by, the alleged perpetrator at any stage. Support and referral proceed regardless of whether the survivor chooses to pursue a formal complaint or investigation, and regardless of its outcome.

SECTION 6.5: KEY POINTS

Intake is about safety and consent first; investigation, if any, is a separate and later step. The survivor's support pathway and the alleged perpetrator's disciplinary or contractual process are kept entirely separate.

6.6 Gender/SEAH Focal Points and Case Management

Gender/SEAH Focal Points are designated Safeguards Focal Points with additional training in survivor-centred case management and do not constitute a separate organisational unit., All Gender/SEAH case records shall be managed under strict confidentiality and access controls, with more stringent protections than those applied to other records under this Manual.

Table 6.6: Gender/SEAH Focal Points and Case Management

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Designates Gender/SEAH Focal Points from among trained Safeguards Focal Points	Designated Focal Points
2	Gender/SEAH Focal Point	Maintains a restricted-access SEAH case register, separate from the general procurement, grant and GRM registers, accessible only on a strict need-to-know basis	SEAH Case Register
3	Gender/SEAH Focal Point	Tracks each case's referral and resolution status through to closure	Case Status Tracking
4	Director General	Reviews aggregate, anonymised SEAH case data periodically, without access to individual survivor-identifying information, applying the annual reporting at Part 7.7	Aggregate Report

MANUAL BOUNDARY *Relationship to the GRM*

The SEAH case register at Step 2 is distinct from the general Complaints Register at Part 7.7; SEAH cases are cross-referenced there only in anonymised, aggregate form, never by individual case detail.

SECTION 6.6: KEY POINTS

Gender/SEAH Focal Points are a trained designation within the existing Safeguards Focal Point role, not a new department.

SEAH case records are held to a stricter access standard than any other record in this Manual.

Even the Director General sees SEAH data only in aggregate, anonymised form.

6.7 Training and Awareness

Awareness of GESI/SEAH obligations, and of how to report a concern, is built into induction and refreshed periodically, for GAMWORKS staff, contractors, grantees and affected communities alike.

Table 6.7: Training and Awareness

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Delivers mandatory GESI and SEAH awareness training to GAMWORKS staff, contractors and grantees at induction or mobilisation	Training Record
2	Safeguards Focal Point	Delivers refresher training at least annually	Refresher Training Record
3	Project Manager	Ensures community awareness of SEAH prevention and reporting channels, applying Part 5.6	Community Awareness Record
4	Technical Director	Monitors training completion rates across active projects, DMCs and grants	Training Completion Report

SECTION 6.7: KEY POINTS

Training is mandatory at mobilisation and refreshed at least annually, not a one-time induction item.

Community awareness of reporting channels is as important as staff and contractor training.

6.7.1 Training Standard and Flow-Down

REFERENCE STANDARD *Mandatory Training Design*

Induction training is completed before duties or community contact begin, not scheduled around mobilisation.

Refreshers are annual and additionally risk-triggered (e.g. following an incident, a new high-risk activity, or a material change).

Role-specific training is delivered for intake staff, managers and investigators, beyond the general awareness session at Step 1.

Training obligations flow down contractually to all executing entities, contractors, workers, sub-grantees, drivers and security personnel, not only to directly engaged staff.

Attendance, comprehension and behavioural/operational effectiveness are tracked, not attendance alone.

Community information is provided in safe, accessible formats appropriate to the audience. Identifiable case details are never used in training materials, even anonymised versions drawn from a real case; training scenarios are constructed, not drawn from the case record.





GAMWORKS

THE GAMBIA AGENCY
FOR THE MANAGEMENT OF PUBLIC WORKS

PART 7

Grievance Redress Mechanism (GRM)

DELIVERING INFRASTRUCTURE
FOR A BETTER GAMBIA

PART 7: GRIEVANCE REDRESS MECHANISM (GRM)

This Part sets out GAMWORKS' Grievance Redress Mechanism for projects, Delegated Management Contracts and grants: the channels, timelines and case-handling standards by which communities, beneficiaries, workers and other affected parties can raise a concern and have it resolved. It cross-refers to Part 3.II.2 (procurement complaints), Part 4.4 (grant applicant appeals), Part 5 (ESMS, for environmental and social complaints), Part 6 (GESI/SEAH, for sensitive complaint handling) and Part 10 (MEL), rather than repeating their content here. It applies to GAMWORKS headquarter and regional offices, as well as GAMWORKS-funded, managed, implemented, or supervised activities, including contractors, subcontractors, consultants, workers, beneficiaries, affected communities, and other stakeholders. The GRM operates in coordination with the relevant procedures for procurement complaints, grant appeals, environmental and social complaints, GESI/SEAH-sensitive complaints, and monitoring, evaluation and learning (MEL).

7.1 Purpose and Scope (Institutional and Project-Level)

REFERENCE STANDARD *The GAMWORKS Grievance Redress Mechanism Policy Statement*

GAMWORKS provides accessible, safe and effective channels for anyone affected by, or engaged in, its projects, Delegated Management Contracts and grants to raise a concern or complaint, without fear of retaliation.

GAMWORKS responds to every complaint within defined timeframes, through a fair, proportionate and documented process, and keeps the complainant informed of progress and outcome.

This Part governs project-level grievances: concerns raised by communities, beneficiaries, workers or other affected parties about the environmental, social or implementation impacts of a project, DMC or grant, including GESI/SEAH concerns handled under Part 6.

MANUAL BOUNDARY *What This Part Does Not Cover*

Internal staff grievances are governed by the Finance and Administration Manual, Section 4.4, not by this Part.

Procurement complaints from bidders and consultants are governed by Part 3.II.2; grant applicant appeals are governed by Part 4.4. Both apply the same fairness standard as this Part, but through their own dedicated processes.

Table 7.1: Purpose and Scope (Institutional and Project-Level)

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Reviews the GRM Policy periodically, at least every three years, or without delay following a serious case	Review Record
2	Director General	Endorses any proposed revision to the GRM Policy	Endorsed Revision
3	Board of Directors	Approves the GRM Policy, and any revision to it	Approved Policy

SECTION 7.1: KEY POINTS

This Part covers project-level grievances from communities, beneficiaries and workers, including GESI/SEAH concerns.

Internal staff grievances, procurement complaints and grant applicant appeals are governed by their own dedicated processes elsewhere in the two manuals.

The Board approves this Policy and reviews it at least every three years, or immediately following a serious case.

7.2 Access Channels and Intake Procedures

A grievance mechanism is only as good as the ease with which someone can actually use it. Multiple channels are published for every project, DMC and grant, not left to a single office-based option.

Table 7.2: Access Channels and Intake Procedures

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Establishes and publicises multiple accessible complaint channels for each project, DMC or grant, such as telephone, in-person, written, a community focal person, and a suggestion box, applying the stakeholder engagement plan at Part 5.6	Published Access Channels
2	Complainant	Submits a complaint through any published channel, in person or through a representative	Complaint
3	Safeguards Focal Point	Logs the complaint in the Complaints Register (Annex 7.1), using the Complaint Intake Form (Annex 7.2), within 1 working day of receipt	Register Entry

4	Safeguards Focal Point	Classifies the complaint by category and routes it to the correct handling process	Routing Decision
5	Safeguards Focal Point	Acknowledges receipt to the complainant within 3 working days	Acknowledgement

REFERENCE STANDARD *Complaint Categories*

General implementation.

Environmental.

Social.

Community health and safety.

Labour.

GESI.

SEAH.

Others.

MANUAL BOUNDARY *Worker Complaints*

Workers may bring a complaint through this Part's channels at any time. Contractors and grantees are separately expected to maintain their own workforce grievance channel under Part 5.5, so that a worker also has a channel available on site, without having to reach GAMWORKS first.

7.2.1 Real, Tested Channels and Effectiveness Review

Access channels are published with real, tested institutional and project contact details (a working telephone number, a named or role-based email, a physical address), not placeholder text, and include an authorised-representative route (for a complainant who cannot or prefers not to complain directly) and an anonymous route. A short privacy notice at the point of intake explains what happens to the complainant's information and their consent options for any referral. Channels are publicised throughout implementation, not only at project launch, and their trust and accessibility are checked periodically, applying the same participatory monitoring standard as Part 5.6.

SAFEGUARDS ALERT *No or Few Complaints Is Not Evidence of No Harm*

A pattern of no or few complaints from a given site, project or community prompts outreach and a review of channel effectiveness -- language, trust, physical access, fear of retaliation -- not an assumption that no harm has occurred.

SECTION 7.2: KEY POINTS

Access channels are multiple and locally appropriate, not limited to a single method.

Complaints are classified into one of eight categories at intake, to support the trend reporting at Section 7.7.

Every complaint is logged within 1 working day and acknowledged within 3, regardless of how it was received.

Workers can use this Part's channels directly, in addition to the site-level channel contractors and grantees maintain under Part 5.5.

Repeated or collective complaints raising the same underlying issue may be consolidated for investigation only after a conflict and privacy assessment, and, where any complainant is identifiable, only with their informed agreement; each complainant's individual status, remedy and appeal rights remain separately traceable even within a consolidated case. SEAH, retaliation, child, integrity or other sensitive-category complaints are never consolidated in a way that reveals identity or changes their protected handling under Sections 6.3-6.6 or 7.5.

7.3 Anonymous and Whistleblower Complaints

A complainant does not have to identify themselves to be heard, and anyone who does identify themselves is protected from retaliation.

Table 7.3: Anonymous and Whistleblower Complaints

Step	Responsible	Action	Output / Deliverable
1	Complainant	May submit a complaint anonymously through any published channel	Anonymous Complaint
2	Safeguards Focal Point	Logs and processes anonymous complaints on the same basis as identified complaints, without requiring the complainant's identity	Register Entry
3	Safeguards Focal Point	Protects the identity of any complainant who identifies themselves in confidence	Confidentiality Record

4	Technical Director	Ensures no adverse action is taken against a good-faith complainant, whether anonymous or identified	Non-Retaliation Assurance
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MANUAL BOUNDARY *Relationship to the Integrity and Whistleblower Protection Framework*

This section covers project-level anonymous and whistleblower complaints. Institutional and financial integrity whistleblowing is governed by the Finance and Administration Manual's Integrity and Whistleblower Protection Framework, which applies the same non-retaliation standard.

SECTION 7.3: KEY POINTS

Anonymous complaints are processed on the same basis as identified ones; anonymity is never a reason to set a complaint aside.

Non-retaliation applies regardless of whether the complainant chose to identify themselves.

7.4 Case Handling, Timelines and Appeals

Every complaint moves through investigation, proposed resolution and, if needed, escalation and appeal, on stated timelines the complainant can hold GAMWORKS to.

Table 7.4: Case Handling, Timelines and Appeals

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Investigates or verifies the complaint, proportionate to its nature and severity, within 20 working days of acknowledgement, using the Complaint Investigation Record (Annex 7.3)	Investigation Record
2	Safeguards Focal Point	Proposes a resolution or remedy to the complainant, using the Resolution and Closure Form (Annex 7.4)	Proposed Resolution
3	Complainant	Accepts the proposed resolution, or rejects it and requests escalation	Response
4	Technical Director	Reviews and decides on an escalated case within 10 working days, applying the Appeals Form (Annex 7.5)	Escalation Decision

5	Complainant	May appeal an unresolved case to the Director General	Appeal
6	Director General	Issues a final internal decision	Final Decision
7	Safeguards Focal Point	Communicates the closure outcome to the complainant in writing, covering the findings, the resolution, any further steps, and their appeal rights	Closure Communication

GRM stage	Standard timeframe
Registration	Within 1 working days of receipt
Acknowledgement	Within 3 working days of receipt
Initial screening and risk classification	Within 5 working days of receipt
Category 1 (low risk) resolution	Within 10 working days
Category 2 (moderate risk) resolution	Within 20 working days
Category 3 (high risk) resolution	Target 30 working days
Category 4 (critical: SEAH/GBV/child safeguarding)	Immediate referral (see Procedure F6), not handled on this timeline
Appeal submission window	Within 15 working days of the resolution decision
Appeal decision	Within 20 working days of appeal submission

QUALITY ASSURANCE CHECKPOINT *Complex Cases*

Where an investigation cannot reasonably be completed within 20 working days, the Safeguards Focal Point informs the complainant in writing, before the original deadline expires, and provides a revised timeline.

SECTION 7.4: KEY POINTS

Investigation and proposed resolution are due within 20 working days of acknowledgement; escalation decisions follow within a further 10.



A complex case that cannot meet the 20-day timeline is not left silently overdue: the complainant is told, in writing, before the deadline passes.

A complainant who rejects the proposed resolution has a defined escalation and appeal path, not just a closed file.

Closure is communicated in writing at every stage the case actually closes, not assumed from silence.

7.5 Sensitive and SEAH Complaint Handling

A complaint involving Sexual Exploitation, Abuse or Harassment, child protection, or another highly sensitive matter is routed out of the standard process at intake, not partway through it.

Table 7.5: Sensitive and SEAH Complaint Handling

Step	Responsible	Action	Output / Deliverable
1	Whoever Receives the Complaint	Immediately refers any SEAH, child protection or other highly sensitive complaint to the Gender/SEAH Focal Point, applying Part 6.5, rather than processing it through Sections 7.2-7.4	Referral
2	Gender/SEAH Focal Point	Handles the complaint under the survivor-centred process at Part 6.3-6.6, on its own timeline, not the standard case-handling timeline at Section 7.4	Case Handling (per Part 6)
3	Safeguards Focal Point	Records only the fact and general category of a sensitive complaint in the general Complaints Register, in anonymised form, applying the confidentiality boundary at Part 6.6	Anonymised Register Entry

MANUAL BOUNDARY *This Section Is a Triage Point, Not a Parallel Process*

The substantive handling of any SEAH or child protection complaint is set out in full at Part 6; this section only establishes the immediate referral step and the confidentiality boundary for this Part's own Complaints Register.

SECTION 7.5: KEY POINTS

Sensitive complaints are referred to the Gender/SEAH Focal Point immediately, at first contact, not after initial triage under the standard process.

The standard 20-working-day investigation timeline at Section 7.4 does not apply to SEAH or child protection cases; Part 6's own process governs instead.

7.6 Escalation to External Bodies

A complainant is never required to exhaust GAMWORKS' internal process before going elsewhere; external escalation is a right available at any stage.

Table 7.6: Escalation to External Bodies

Step	Responsible	Action	Output / Deliverable
1	Complainant	May escalate a complaint to an external body, such as a development partner's own accountability mechanism, a national regulator, or a court, at any stage, or immediately for a matter GAMWORKS' internal process does not cover	Right to External Escalation
2	Director General	Cooperates with any external body's information request, subject to the confidentiality protections at Sections 6.3 and 7.5	Cooperation Record
3	Safeguards Focal Point	Records the outcome of any external escalation known to GAMWORKS in the Complaints Register	Register Update

SECTION 7.6: KEY POINTS

Internal resolution is never a precondition for external escalation.

Cooperation with an external body is subject to the same confidentiality protections that apply internally, not an exception to them.

7.7 Complaints Register and Annual Reporting

Every complaint received under this Part is tracked in a single register, and its aggregate pattern, not only individual cases, is reported to the Board each year.

Table 7.7: Complaints Register and Annual Reporting

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Maintains the Complaints Register (Annex 7.1), covering all complaints received under Sections 7.2-7.6, with SEAH and child protection cases recorded in anonymised form only, per Section 7.5	Complaints Register

2	Safeguards Focal Point	Compiles complaints data by category, volume, resolution time and outcome, for inclusion in project and portfolio reporting, applying Part 10	Complaints Data
3	Director General	Reports aggregate complaints and GRM performance to the Board annually, using the Annual GRM Reporting Template (Annex 7.6)	Annual GRM Report

SECTION 7.7: KEY POINTS

One register covers all project-level complaints, with SEAH and child protection cases entered only in anonymised form.

Complaints data is compiled by category, supporting trend analysis across the eight categories at Section 7.2, not only a raw count.

The Board receives an annual aggregate report, not only ad hoc notice of individual serious cases.

7.7.1 Reporting Dimensions

The Annual GRM Report (Annex 7.6) reports by: volume; type; source/channel; timeliness; outcome/remedy; appeals; retaliation; recurrence; and complainant satisfaction, with trends broken out by project, contractor and grantee wherever this can be done safely without identifying an individual complainant or survivor.



PART 8

Child Safeguarding

PART 8: CHILD SAFEGUARDING

This Part sets out GAMWORKS' Child Safeguarding Policy in operational, Manual form, addressing the additional risks that arise where children are present at or near project sites, in beneficiary communities, or in contact with GAMWORKS staff, contractors, grantees or partners. It is presented as a standalone Part, rather than as a subsection of Part 6 (Gender Equality, Social Inclusion and Safeguarding), given the distinct legal, ethical and reporting requirements that apply to children as opposed to adults. It cross-refers to Part 5 (ESMS), Part 6 (GESI/SEAH) and Part 7 (Grievance Redress Mechanism) rather than repeating their content.

8.1 Policy Statement, Scope and Guiding Principles

GAMWORKS is committed to protecting children from all forms of abuse, neglect, exploitation and harm arising from, or connected to, its own operations and those of its contractors, grantees, executing entities and partners. This commitment applies regardless of whether a project specifically targets children, and does not depend on the presence of a dedicated child-focused component.

This Part applies to all GAMWORKS staff, Board members, consultants, contractors, grantees, sub-grantees, executing entities and any other party engaged in the delivery of GAMWORKS-administered projects, DMCs or grants, wherever there is any reasonable likelihood of contact with children, whether at a project site, in a beneficiary community, during transport, or through programme activities.

REFERENCE STANDARD *Guiding Principles*

The best interests of the child are the primary consideration in any decision affecting them.

Zero tolerance of child abuse and exploitation, applied without exception, including where a case may be commercially, politically or reputationally inconvenient.

Non-discrimination: safeguarding measures apply equally regardless of a child's sex, disability, ethnicity, religion or any other status.

Survivor/victim-centred response: the safety, wellbeing and wishes of the child come before institutional, contractual or reputational considerations.

Shared responsibility: safeguarding is every staff member's, contractor's and grantee's responsibility, not solely that of a designated focal point.

SECTION 8.1: KEY POINTS

This policy applies wherever contact with children is reasonably likely, not only on child-focused projects.

Zero tolerance and the best interests of the child govern every safeguarding decision.

8.2 Governance, Roles and Responsibilities

Step	Responsible	Action	Output / Deliverable
2	Director General	Overall accountability for child safeguarding performance across the project, DMC and grant portfolio	Accountability Record
3	Safeguards Focal Point	Day-to-day implementation: risk screening, case oversight, contractor/grantee due diligence, training and reporting, applying the Three Lines of Defence model at Section 1.11 for independence in case handling	Implementation Record
4	Project Managers and Technical Teams	Embed child safeguarding requirements into project design, contracting and site management, applying Sections 8.3–8.6 below	Embedded Requirements
5	Contractors, Grantees and Partners	Sign and implement the Code of Conduct and Safeguarding Declaration (Annex 8.2); flow requirements down to their own subcontractors and personnel	Signed Declaration

SECTION 8.2: KEY POINTS

Accountability runs from the Board through to individual contractors and grantees, not only through the Safeguards Focal Point.

Case handling independence follows the Three Lines of Defence model at Section 1.11: a focal point implicated in, or too close to, a case is not the one who investigates it.

8.3 Child Safeguarding Risk Assessment and Planning

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Screens every project, DMC or grant scheme for child safeguarding risk at the same point as the Environmental and Social screening at Section 5.2, using the Project Child Safeguarding Risk Assessment (Annex 8.3)	Risk Assessment

2	Safeguards Focal Point	Where risk is identified, prepares a Project Child Safeguarding Plan (Annex 8.4), covering site controls, code of conduct enforcement, training, reporting arrangements and monitoring	Child Safeguarding Plan
3	Technical Director	Confirms the risk rating and endorses the Plan before mobilisation	Endorsed Plan

SECTION 8.3: KEY POINTS

Screening happens at the same point as, and alongside, environmental and social screening, not as a separate later step.

A Child Safeguarding Plan is only prepared where risk is identified, avoiding a blanket administrative burden on low-risk activities.

8.4 Code of Conduct, Safe Recruitment and Contractor/Grantee Obligations

Every staff member, Board member, consultant, contractor, grantee and partner with any reasonable likelihood of contact with children signs the Code of Conduct and Safeguarding Declaration (Annex 8.2) before appointment, contract signature or mobilisation, whichever is earliest, and repeats this at each contract renewal.

Step	Responsible	Action	Output / Deliverable
1	Human Resources / Project Manager	Obtains signed safeguarding declarations and verifies references and background information before appointment or engagement, consistent with the SEAH safe-recruitment standard at Section 6.4	Signed Declarations
2	Project Manager or Grant Coordinator	Incorporates child safeguarding clauses and the Partner and Contractor Safeguarding Due Diligence Checklist (Annex 8.6) into bidding, contract and grant documents, applying Parts 3.1 and 4.5	Contract/Grant Clauses
3	Safeguards Focal Point	Verifies contractor/grantee safeguarding capacity before mobilisation and flags any gap for a time-bound capacity condition, consistent with Section 5.4.1	Capacity Verification

SAFEGUARDS ALERT *No Engagement Without a Clean Record*

No individual known to have committed, condoned, or failed to address child abuse or exploitation is engaged on any GAMWORKS-administered activity, subject to lawful due process.

Any breach of the Code of Conduct is grounds for immediate removal from the site or activity, pending investigation, without waiting for the routine performance review cycle.

SECTION 8.4: KEY POINTS

Signed declarations and reference checks happen before, not after, appointment or mobilisation.

Contract and grant clauses carry child safeguarding obligations directly to contractors, grantees and their own subcontractors.

8.5 Safe Programme and Site Management, and Child Labour

Site-level controls (visitor and transport protocols, separation of worker accommodation from community and school areas, and site safeguarding inspections using Annex 8.7) apply wherever children may be present at or near a project site, in addition to the labour and community safety standard at Section 5.5.

SAFEGUARDS ALERT *Zero Tolerance for Child Labour*

Child labour and the worst forms of child labour, as defined under Gambian law and applicable ILO conventions, are prohibited without exception on any GAMWORKS-administered contract or grant, restating and reinforcing the standard already set at Section 5.5.

Age verification for site or programme personnel is a standing contractor and grantee obligation, not a spot check.

SECTION 8.5: KEY POINTS

Site safeguarding controls are inspected alongside, not instead of, routine labour and OHS site inspections.

Child labour carries the same zero-tolerance treatment as forced labour under Section 5.5.

8.6 Reporting, Referral and Case Management

Step	Responsible	Action	Output / Deliverable
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1	Any staff member, contractor, grantee or community member	Reports any child safeguarding concern immediately, using the Child Safeguarding Incident/Concern Reporting Form (Annex 8.1), through the confidential channel published at site and in the Stakeholder Engagement Plan (Annex 5.3)	Concern Report
2	Safeguards Focal Point (or a verified independent alternate where the Focal Point is implicated or too close to the case)	Assesses the report, applies the Safeguarding Referral and Escalation Protocol (Annex 8.5), and initiates the child's immediate safety and support needs before any investigative step	Initial Response Record
3	Safeguards Focal Point / independent alternate	Manages the case through investigation and disciplinary referral, applying the same survivor-centred, need-to-know principles as the SEAH case management standard at Section 6.6, and coordinates with statutory child protection authorities where required by Gambian law	Case Record

SAFEGUARDS ALERT *A Protected, Separate Pathway*

Child safeguarding reports follow their own protected pathway, distinct from the general Complaints Register at Part 7.7: no personally identifying information about a child is recorded in any general register, and case details are shared only on a strict need-to-know basis.

Reports are never dismissed or delayed pending confirmation of the reporter's identity; anonymous reports are accepted and acted upon.

SECTION 8.6: KEY POINTS

Immediate safety and support are separated from investigation and disciplinary decisions, mirroring the SEAH standard at Section 6.6.

A verified independent alternate handles any case in which the ordinary Safeguards Focal Point is implicated or conflicted.

8.7 Child-Friendly Grievance and Feedback

Children and their caregivers have access to the same three-level Grievance Redress Mechanism described at Part 7 (activity-level, institutional, and external/financier-level channels), presented in



child-accessible language and format, and with the same non-retaliation and confidentiality protections that apply to adult complainants.

SECTION 8.7: KEY POINTS

No parallel or competing grievance structure is created: children use the same three-level GRM at Part 7, adapted for accessibility.

8.8 Monitoring, Training and Alignment with ESMS and GESI/SEAH

Step	Responsible	Action	Output / Deliverable
1	Safeguards Focal Point	Delivers induction training before duties or community contact, and annual refreshers, using the Training Curriculum (Annex 8.8), tracking attendance and comprehension	Training Record
2	Safeguards Focal Point	Monitors implementation using the Safeguarding Monitoring Dashboard (Annex 8.9) and reports performance at each Management Review (Part 9.6)	Monitoring Report
3	Director General	Completes the Annual Management Self-Assessment (Annex 8.10) and reports to the Board	Annual Self-Assessment

This Part is read together with, not instead of, Part 5 (ESMS) and Part 6 (GESI/SEAH): a single project file need not duplicate its environmental and social, gender/SEAH, and child safeguarding screening and monitoring records, provided each is clearly identifiable within the Minimum Project Safeguarding File Index (Annex 8.11).

SECTION 8.8: KEY POINTS

Training happens before contact with children, not after an incident.

Child safeguarding monitoring is reported through the same Management Review as every other safeguards area, not as a separate, easily-overlooked process.

PART 9

Quality Assurance and Continuous Improvement

PART 9: QUALITY ASSURANCE AND CONTINUOUS IMPROVEMENT

This Part consolidates the quality assurance disciplines that this Manual applies throughout: the technical and design review standard behind Part 2.5.2's checkpoint, the procurement quality control behind Part 3.12, the site inspection standard behind Parts 2.5.6 and 2.5.6, the peer review and independent verification standard behind the Technical Review Committee (Part 2.5.5), the Grant Review Committee (Part 4.4) and independent evaluation (Part 10.4), and the corrective action and management review that close the loop on all of it. It sets standards that other Parts refer to; it does not repeat their events.

9.1 Technical and Design Quality Reviews

Every design proceeds to the Technical Review Committee (Part 2.5.5) only after an independent quality review, conducted by someone other than the design's own author.

Table 9.1: Technical and Design Quality Reviews

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Establishes the technical and design quality review checklist for feasibility studies, technical designs and cost estimates, using the Technical Quality Assurance Checklist (Annex 9.1)	Quality Review Checklist
2	Project Manager	Submits the design package for quality review before it goes to the Technical Review Committee at Part 2.5.5	Design Package
3	Reviewing Engineer or Technical Specialist, not the design's own author	Conducts an independent technical review against the checklist, checking calculations, standards compliance and constructability	Quality Review Record
4	Technical Director	Confirms the quality review is complete before the design proceeds to the Technical Review Committee	Confirmed Complete

QUALITY ASSURANCE CHECKPOINT *Reviewer Independence*

The person conducting the quality review is never the person who prepared the design under review, regardless of workload pressure or project timeline.

SECTION 9.1: KEY POINTS

Quality review happens before the Technical Review Committee, not instead of it or after it.

Reviewer independence from the design's author is absolute, not a preference.

The Technical Review Committee's own effectiveness is reviewed annually, alongside the Management Review at Section 9.6, covering attendance, timeliness and decision quality, not only the designs it approves.

9.2 Procurement Quality Control

Individual procurement files are checked for completeness at Part 3.12; this section looks across many files at once, for patterns a single-file check cannot see.

Table 9.2: Procurement Quality Control

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Conducts periodic procurement quality control reviews across a sample of procurement files, in addition to the per-file review at Part 3.12, checking for systemic issues such as recurring single-source justifications or repeated awards to the same few suppliers	Procurement Quality Control Report
2	Technical Director	Reports significant findings to the Director General	Findings Report
3	Director General	Directs corrective action where systemic issues are found, applying Section 9.5	Corrective Action Directive

MANUAL BOUNDARY *File-Level Versus Portfolio-Level*

Part 3.8 governs whether an individual procurement file is complete; this section governs whether the pattern across many files points to a systemic weakness neither a single file, nor a single audit, would otherwise reveal.

SECTION 9.2: KEY POINTS

This is a portfolio-level check for patterns, not a repeat of the per-file review at Part 3.12.

Systemic findings go to the Director General and into the corrective action system at Section 9.5, not just back to the Technical Department.



9.3 Site Inspection Standards

Site inspections at Part 2.5.6 follow a standard set here: a defined checklist, at a frequency proportionate to the project's risk category, not an informal site visit.

Table 9.3: Site Inspection Standards

Risk Category (Part 5.2)	Minimum Inspection Frequency		
A / High Risk	Monthly		
B / Substantial Risk	Quarterly		
C / Low Risk	As needed, at key milestones		
Step	Responsible	Action	Output / Deliverable
1	Technical Director	Establishes the site inspection checklist and confirms the minimum frequency applicable to a project, based on its risk category	Site Inspection Standard
2	Technical Director or Designated Inspector	Conducts site inspections at the established frequency, applying Part 2.5.6	Site Inspection Report
3	Project Manager	Implements corrective action arising from a site inspection finding, applying Section 9.5	Corrective Action

SECTION 9.3: KEY POINTS

Inspection frequency is set by risk category, not left to the Project Manager's or Technical Director's discretion.

A finding from a site inspection enters the same corrective action system as every other quality finding under this Part.

9.4 Peer Review and Independent Verification

Several Parts of this Manual trigger a requirement for peer review or an independent reviewer; this section is the one standard all of them apply, rather than each Part defining its own.



Table 9.4: Peer Review and Independent Verification

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Determines when peer review or independent verification is required, applying the triggers set across this Manual: an external Technical Review Committee member (Part 2.5.5), an external Grant Review Committee member (Part 4.4), or an independent evaluator (Part 10.4)	Applicability Determination
2	Independent Reviewer, not involved in the original work	Conducts the review, verifying findings, calculations or conclusions independently of the original author or decision-maker	Peer Review Record
3	Technical Director	Confirms the independent reviewer's competency meets the level required under Section 3.3.3 of the Finance and Administration Manual	Verified Reviewer Competency

REFERENCE STANDARD *Where This Standard Is Triggered*

Technical Review Committee, for major or high-risk projects (Part 2.5.5).

Grant Review Committee, for High risk-category grants (Part 4.4).

Completion Evaluation, for major projects (Part 2.5.11) and major grant schemes (Part 4.10.1).

Independent evaluation, per the triggers at Part 10.4.

Technical and design quality review, where reviewer independence is required regardless of project value (Section 9.1).

MANUAL BOUNDARY *One Standard, Several Triggers*

This section does not create a new review requirement; it is the common standard each of the triggers listed above already relies on.

SECTION 9.4: KEY POINTS

One independence and competency standard applies wherever this Manual requires peer review, rather than a different standard for each trigger.

An independent reviewer's competency level is verified against the role competency standards at Section 3.3.3 of the Finance and Administration Manual before they are engaged, not assumed from their job title.

9.5 Corrective Action Tracking

Findings from Sections 9.1 to 9.4 are tracked to closure through the same system Part 10.6 already establishes for evaluation and audit findings, so GAMWORKS runs one corrective action system, not two. Near misses and good practices are captured alongside deficiencies, not only what went wrong.

Table 9.5: Corrective Action Tracking

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Logs every finding arising from Sections 9.1-9.4 in the Management Response Tracker (Annex 9.2), the same tracker used at Part 10.6	Logged Finding
2	Technical Director	Prepares and tracks the management response to each finding, applying Part 10.6 in full	Management Response (per Part 10.6)
3	Project Manager, Grant Coordinator or Safeguards Focal Point	Records a near miss or a good practice observed during Sections 9.1-9.4, even where no deficiency was found, feeding it into the Lessons Learned Register at Part 10.5	Near Miss or Good Practice Record
4	Director General	Reports outstanding quality assurance findings to the Board alongside other outstanding management responses, per Part 10.6	Board Report (per Part 10.6)

MANUAL BOUNDARY *One Tracker, Not Two*

This section does not create a separate corrective action system for quality assurance findings; it feeds them into the single Management Response Tracker and closure standard already set at Part 10.6.

SECTION 9.5: KEY POINTS

Quality assurance findings and evaluation or audit findings are tracked in one system, using one tracker.

A near miss or a good practice is recorded and shared, not only a deficiency; both feed the same Lessons Learned Register as Part 10.5.

Closure still requires verification, not merely agreement, exactly as Part 10.6 requires.

9.6 Management Review

Once a year, the Director General and the Board step back from individual projects, grants and findings to look at how the whole system this Manual describes is actually performing, and whether the Manual itself needs to change.

Table 9.6: Management Review

Quality Performance Indicator	Reported At		
Corrective actions closed on time	Management Review		
Site inspections completed against the Section 9.3 standard	Management Review		
Procurement files passing quality review at first submission	Management Review		
Evaluations completed as scheduled against Part 10.4	Management Review		
Step	Responsible	Action	Output / Deliverable
1	Technical Director	Prepares the Management Review input, consolidating the Portfolio Performance Dashboard (Part 10.3.1), the quality performance indicators above, outstanding corrective actions (Section 9.5), ESMS, GESI/SEAH and GRM performance (Parts 5-7), and capacity development progress (Section 3.3 of the Finance and Administration Manual)	Management Review Input
2	Director General	Convenes the annual Management Review	Management Review

3	Director General	Determines whether this Manual, the Finance and Administration Manual, or the ESMS, GESI/SEAH or GRM policies within it, need revision	Revision Recommendation
4	Board of Directors	Considers the Management Review outcome and approves any resulting revision to this Manual or its policies	Board Decision

MANUAL BOUNDARY *Consolidation, Not Fresh Collection*

The Management Review input, including the quality performance indicators above, draws entirely on data this Manual already generates elsewhere; it is not a separate data collection exercise.

SECTION 9.6: KEY POINTS

A small set of quality performance indicators gives the Management Review a measurable view of the quality assurance system itself, not only narrative input.

Management Review is the mechanism behind the periodic policy reviews already promised at Parts 5.I, 6.I and 7.I, brought together in one annual event rather than three separate ones.

It draws entirely on existing data from across the Manual; it does not ask any Part of GAMWORKS to collect anything twice.

The Board, not management alone, approves any resulting revision to this Manual or the policies within it.

Decisions, the resources committed, the responsible person, and the deadline for each are recorded in the Management Review record, not left as narrative discussion.



PART 10

Monitoring, Evaluation, Reporting and Learning

PART 10: MONITORING, EVALUATION, REPORTING AND LEARNING

This Part sets the standards that every results framework, data collection exercise, report, evaluation and management response must meet, wherever this Manual refers to Part 10 from within the project cycle (Part 2), grant management (Part 4), the ESMS (Part 5) or the GRM (Part 7). It does not repeat the specific monitoring events those Parts already establish; it sets out how results are measured, reported, evaluated and learned from, consistently across all of them.

10.1 Results Frameworks and Indicators

Every project, DMC and grant scheme carries a results framework, established at design under Part 2.5.2 or Part 4.2, and tracked through to closure under Part 2.5.11 or Part 4.10.1. This section sets the standard every results framework must meet.

Table 10.1: Results Frameworks and Indicators

Step	Responsible	Action	Output / Deliverable
1	Project Manager or Grant Coordinator	Defines indicators that are specific, measurable, achievable, relevant and time-bound, each with a baseline and a target, disaggregated by sex and other relevant variables where applicable, applying Parts 6.2 and 6.2.1, using the Results Framework Template (Annex 10.1)	Results Framework
2	Technical Director	Confirms the results framework aligns with GAMWORKS' institutional indicators, so individual project and grant results can be aggregated at portfolio level	Alignment Confirmation
3	Project Manager or Grant Coordinator	Updates indicator values at each reporting cycle, applying Section 10.2	Updated Results Framework
4	Technical Director	Reviews the results framework at the Mid-Term Review (Part 2.5.9) and at any major variation (Part 3.9.1), and approves any revision to indicators or targets	Approved Revision (where applicable)

REFERENCE STANDARD *SMART Indicators and Disaggregation*

Specific: states clearly what is being measured.

Measurable: has a defined unit and data source.

Achievable: realistic against the project's or scheme's scale and timeframe.

Relevant: tied to the results the appraisal or grant design actually intends.

Time-bound: carries a target date, not an open-ended aspiration.

Disaggregation: by sex and, where relevant, by the inclusion categories screened for at Part 6.2.1, so results can show who actually benefited.

MANUAL BOUNDARY *Project-Level and Institutional Indicators*

Project and grant-level indicators are set individually at design; institutional indicators, used for Board and external reporting, are a fixed set every results framework maps to. This section governs both; it does not create two parallel systems.

QUALITY ASSURANCE CHECKPOINT *Where No Baseline Exists*

Where a project or grant proceeds to mobilisation without an established baseline for one or more indicators, the Project Manager or Grant Coordinator establishes that baseline during mobilisation (Section 2.5.6 or 4.5), before the first progress report is due, rather than leaving the indicator unbaselined for the life of the activity.

SECTION 10.1: KEY POINTS

Every indicator is SMART, with a baseline and a target, and disaggregated where relevant.

Where a baseline does not exist at design, it is established during mobilisation, not left open indefinitely.

Project and grant-level frameworks map to a fixed set of institutional indicators, so results aggregate at portfolio level without a separate system.

Indicator revisions go through the Technical Director, at the Mid-Term Review or a major variation, not informally.

10.2 Data Collection and Data Quality Assurance

Data is only as useful as it is accurate. This section applies a consistent data quality standard across project, grant, safeguards and complaints data, rather than leaving quality assurance to whichever team happens to collect it.

Table 10.2: Data Collection and Data Quality Assurance

Step	Responsible	Action	Output / Deliverable
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1	Project Manager or Grant Coordinator	Collects indicator data at each reporting cycle, using the data source and collection method specified in the results framework	Raw Data
2	Project Manager or Grant Coordinator	Checks the data for accuracy, completeness, timeliness and reliability before submitting it for consolidation	Data Quality Check
3	Technical Director	Conducts periodic Data Quality Assessments on a sample of projects and grants, using the Data Quality Assessment Checklist (Annex 10.2), verifying reported data against source records or site visits, at a frequency proportionate to the risk category assigned at Part 5.2 or Part 4.4	Data Quality Assessment Report
4	Safeguards Focal Point or Project Manager	Ensures safeguards and complaints data from Parts 5.9, 6 and 7.7 is reported on the same cycle as results data, applying the data governance standard at Section 10.2.1: only approved anonymised or aggregated fields flow into the ordinary results system, dashboards and reports, not raw safeguards or complaints records	Consolidated Data

SECTION 10.2: KEY POINTS

Data quality is checked at collection, not only discovered later at audit.

Data Quality Assessment sampling is risk-based: higher-category projects and grants are sampled more often.

Safeguards and complaints data share the same reporting cycle as results data, but only approved anonymised or aggregated fields flow into ordinary results systems, dashboards and reports.

10.2.1 Data Governance

REFERENCE STANDARD *Minimum Data Governance Controls*

A data dictionary defining every indicator and field, and documented collection protocols.

System access controls and a change log for any edit to reported data.

Privacy and confidentiality safeguards, and informed consent where personal data is collected.

Secure transfer and storage, defined retention, backup, and a breach-response procedure.

Sensitive SEAH, whistleblower and grievance data is not consolidated into ordinary results systems; it is held under the confidentiality standard at Sections 6.3, 6.6 and 7.5. Only fields specifically approved for this purpose -- anonymised or aggregated, never raw case records -- may flow into dashboards and reports under Section 10.3.

10.3 Reporting

Reporting follows a consistent cadence, from individual project or grant progress reports up to the consolidated portfolio report the Director General and Board rely on.

Table 10.3: Reporting

Report Type	Frequency
Project Progress Report	Quarterly
Grant Progress Report	Quarterly
Portfolio Report (Director General and Board)	Semi-Annual
Annual Reports (GRM, ESMS, Board)	Annual

A financing agreement or DMC that specifies a different cadence for its own project or grant takes precedence over the default above for that activity.

Table 10.4: Reporting (II)

Step	Responsible	Action	Output / Deliverable
1	Project Manager or Grant Coordinator	Prepares periodic progress reports, consolidating results, safeguards and complaints data, applying Part 2.5.8 or Part 4.10.1	Progress Report
2	Technical Director	Reviews progress reports for consistency and completeness before submission	Reviewed Report
3	Director General	Submits reports to development partners or financiers per the financing agreement or DMC reporting schedule	Submitted Report
4	Technical Director	Consolidates portfolio-level reporting across all active projects, DMCs and grants for the Director General and Board	Portfolio Report

SECTION 10.3: KEY POINTS

Default reporting cadence is quarterly at project and grant level, semi-annual at portfolio level, and annual for the GRM, ESMS and Board reports; a financing agreement's own cadence takes precedence where it differs.

Progress reports carry results, safeguards and complaints data together, not as separate documents.

Portfolio-level reporting to the Director General and Board draws on the same underlying data as individual project and grant reports, not a re-collected summary.

10.3.1 Portfolio Performance Dashboard

The Technical Director maintains a consolidated dashboard view of the active portfolio, drawing on the same underlying data as the reports above, so that management and the Board can see the whole portfolio at a glance between formal reporting cycles.

REFERENCE STANDARD *What the Dashboard Tracks*

Project and grant delivery status against schedule.

Disbursement performance, cross-referenced to Part 4.10.

Open environmental and social incidents, cross-referenced to Part 5.8.

Open grievances, cross-referenced to Part 7.7.

Outstanding evaluation findings and management responses, cross-referenced to Section 10.6.

SECTION 10.3.1: KEY POINTS

The dashboard is a live view of existing data, not a separate reporting exercise or a new data collection requirement.

It draws safeguards, grievance, disbursement and evaluation status into one place for management and Board use between reporting cycles.

10.3.2 Early-Warning and Compliance Fields

The dashboard at Section 10.3.1 additionally tracks: expenditure against budget, forecast and co-financing; procurement exceptions and variations; at-risk status and overdue actions; ESMP/GAP/SEP/GRM/SEAH status; CDD and sanctions-screening expiry; incidents and complaints; and audit/evaluation findings and recoveries.

Governance Element	Standard
Refresh frequency	Monthly at minimum, or the underlying report's own cadence if more frequent



Field owners	Each field's owner is the role responsible for the underlying process (e.g. Finance for expenditure, Safeguards Focal Point for ESMP/GAP/SEP/SEAH, Grant Coordinator for CDD expiry)
Data validation	Each owner confirms their field's accuracy before it is published on the dashboard; a validation flag distinguishes confirmed from provisional data
Thresholds and escalation	A breach of a defined threshold (e.g. overdue action past a set number of days, at-risk status, CDD/sanctions expiry approaching) is escalated to the Technical Director immediately and to the Board at the next reporting cycle, not held for the annual report

10.4 Evaluation

This section sets the standard against which any evaluation is conducted, whether an individual project or grant Completion Evaluation under Part 2.5.11 or Part 4.10.1, or a thematic or portfolio-level evaluation spanning several.

Table 10.5: Evaluation

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Determines the evaluation approach for a project or grant, self-evaluation or independent evaluation, applying the triggers below, using the Evaluation Terms of Reference Template (Annex 10.3)	Evaluation Approach
2	Independent Evaluator, or Technical Director for lower-risk activities	Conducts the evaluation against the six OECD-DAC criteria	Evaluation Report
3	Technical Director	May commission a thematic or portfolio-level evaluation across multiple projects or grants, in addition to individual completion evaluations	Thematic or Portfolio Evaluation
4	Director General	Submits evaluation reports to the Board	Board Submission

REFERENCE STANDARD *The Six OECD-DAC Evaluation Criteria*

Relevance: whether the project or grant addressed a genuine need, aligned with GAMWORKS' mandate and the financier's objectives.

Coherence: whether the project or grant fits with other GAMWORKS activities, national policy, and the work of other actors in the same sector or area.

Effectiveness: whether the intended results were actually achieved.

Efficiency: whether results were delivered at a reasonable cost and within a reasonable time.

Impact: the broader, longer-term effects the project or grant produced, intended or unintended.

Sustainability: whether the benefits are likely to continue after GAMWORKS' involvement ends.

DECISION & APPROVAL AUTHORITY *When Independent Evaluation Is Required*

The activity is a High risk-category grant under Section 4.4, or a Category A project under Part 5.2.

The Board directs an independent evaluation for a specific project, grant, or theme.

The financing agreement or DMC requires an independent evaluation.

Any activity not meeting one of the above may still be evaluated independently at the Technical Director's discretion; otherwise the Technical Director conducts the evaluation directly.

MANUAL BOUNDARY *Standard Versus Event*

This section sets the evaluation standard; the specific completion evaluation events themselves are triggered at Part 2.5.II (projects) and Part 4.10.I (grants).

SECTION 10.4: KEY POINTS

Every evaluation is judged against the same six OECD-DAC criteria: relevance, coherence, effectiveness, efficiency, impact and sustainability.

Independent evaluation is required for High-category grants, Category A projects, Board-directed reviews, and any case the financing agreement or DMC requires it; the Technical Director evaluates other activities directly, unless choosing otherwise.

Thematic and portfolio-level evaluations sit alongside individual completion evaluations, not instead of them.

10.5 Learning and Knowledge Management

Lessons captured at project or grant closure, at Mid-Term Review, or following a major incident, are only valuable if they change what GAMWORKS does next. This section is where that happens.



Table 10.6: Learning and Knowledge Management

Step	Responsible	Action	Output / Deliverable
1	Project Manager or Grant Coordinator	Captures lessons learned at project or grant closure (Part 2.5.II, Part 4.10.I), at Mid-Term Review (Part 2.5.9), or following a major incident (Part 5.8), and records it in the Lessons Learned Register	Lessons Learned Record
2	Technical Director	Reviews the Lessons Learned Register across the portfolio periodically, identifying recurring themes	Thematic Lessons Summary
3	Technical Director	Converts significant lessons into updated procedures, tools, training, procurement or grant conditions, or risk controls, feeding into capacity development (Section 3.3 of the Finance and Administration Manual) and the management review at Part 9.6, recording in the Lessons Learned Register what specifically changed as a result (the prior procedure/tool/condition and its replacement), not only that a lesson was noted	Updated Procedure or Tool
4	Safeguards Focal Point or Project Manager	Shares knowledge products, such as case studies and good practice notes, internally and, where appropriate, with development partners, filing them in the Knowledge Repository alongside the Lessons Learned Register	Knowledge Product

MANUAL BOUNDARY *A Single Knowledge Repository*

GAMWORKS maintains a central Lessons Learned Register and Knowledge Repository, rather than each project or grant keeping its own informal record. The Register and Repository are held by the Technical Department and are the single reference point for Step 2's periodic review.

SECTION 10.5: KEY POINTS

Lessons are reviewed across the portfolio, not read once and filed with the project that generated them.

A single, central Lessons Learned Register and Knowledge Repository holds every lesson and knowledge product, not a scatter of project-level files.

A significant lesson results in an updated procedure, tool, training, procurement/grant condition or risk control, with the specific before-and-after change recorded, closing the loop back into capacity development and Part 9.6.

10.6 Management Response and Follow-Up

An evaluation or audit finding is not closed when management agrees with it; it is closed when the agreed action has actually been implemented and verified.

Table 10.7: Management Response and Follow-Up

Step	Responsible	Action	Output / Deliverable
1	Technical Director	Prepares a management response to every evaluation finding and audit recommendation, within 20 working days of receipt	Management Response
2	Director General	Approves the management response and assigns responsibility and a timeline for each action	Approved Action Plan
3	Technical Director	Tracks implementation of agreed actions through to closure, using the Management Response Tracker (Annex 9.2)	Action Tracking Record
4	Director General	Reports outstanding management responses to the Board periodically, until closed	Board Report

QUALITY ASSURANCE CHECKPOINT *Closure Requires Verification*

No evaluation or audit finding is marked closed until the agreed action has been implemented and verified, not merely agreed to.

SECTION 10.6: KEY POINTS

A management response is due within 20 working days of any evaluation or audit finding.

Findings are tracked to verified closure, and outstanding items are reported to the Board periodically, not left open indefinitely.

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