

# TERMS OF REFERENCE

## 1. Background

2.

Bangladesh government had constructed a bridge over the river Dhaleswari at Mukterpur ferry point on Dhaka-Munshiganj-Lohajong regional highway in 2008. The objective of the bridge was to connect Munshiganj with Dhaka, Narayanganj and all parts of the country, so that, easy and quicker transportation could be achieved. Moreover, it would also help agricultural and industrial products produced in Munshiganj to spread all over the country and mobilize inter-district economy. As an executing agency of the bridge project, Bangladesh Bridge Authority (BBA) on behalf of the GOB, is very much conscious about the increased volume of road traffic due to Mukterpur Bridge and improvements of zilla and regional highways under Munshiganj and Narayanganj districts. Construction of this bridge lead improvement of different roads in Munshiganj and Narayanganj and contributed to significant traffic growth in Mukterpur bridge approach road. In contrast, the connecting 8.4 km road (R812) from Panchabati to Mukterpur bridge is very narrow (2 lane- 2 way). As a result, road widening is necessary considering both existing operating condition and safety aspect.

Now Bangladesh Bridge Authority (BBA) has taken initiatives to construct a 4-lane road titled “Widening of Existing Road and Construction of Elevated Road from Panchaboti to Mukterpur Bridge”. The project has been approved by the Government through ECNEC on December 08, 2020. Land acquisition and resettlement activities will take place prior to start construction of the project. An experienced CONSULTANT (FIRM/NGO) will be recruited by BBA through Quality and Cost Based Selection (QCBS) method for necessary assistance in land acquisition and resettlement activities. The following Terms of Reference (ToR) describe the required scope of work. Land Acquisition and Resettlement activities will be carried out following the guidelines of Acquisition and Requisition of Immovable Property Act 2017.

## 3. Project and Resettlement Impacts

The Project is an investment Project of the Government of the People’s Republic of Bangladesh (GoB). BBA under the Ministry of Road Transport and Bridge (MORTB) is the executing agency (EA) of this Project. A land acquisition plan (LAP) and a resettlement action plan (RAP) has been prepared by BBA for this project.

The Project will require acquisition of 40.50 Acres of land from which 36.3675 acres from private sector and remaining from other government agencies along the right of way for widening of the existing road, construction of elevated way and other interventions. Due to the acquisition of land, 832 project affected units will be affected including 788 households (residential and shops), 36 community properties (CPRs) and 8 group of companies. The group of companies will be affected by losing a small portion of land having boundary wall and gate. Among the 788 affected households, 204 HHs are losing residence while 556 are losing shops and 28 HHs are losing both residence and shops. Apart from these impacts, 658 tenants (599 commercial tenants and 59 residential tenants), 289 business units operated by structure owners, 149 wage laborers and 84 trees will also be affected by the project. The summary of project impact is shown in Table 1.

**Table 1: Summary of Project Impact**

Sl. No.	Project Impacts	Total
A	Land to be Acquired	40.50
B	No of Affected HHs	788
B1	No. of HHs affected by only Residence structures (titled)	204
B2	No. of HHs affected by only Commercial structures (titled)	556
B3	Both structures(titled)	28
C	Number of CPRs affected	36
D	Group of company	8
B+D total Affected Units		832
E	Tenants	658
F	Number of business operated by structures owners	289
G	Number of wage laborer	149
H	Number of trees affected	84

Source: Census and IOL survey, March 2019

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### **1. Objective of Assignment:**

- a) Providing technical assistance to BBA in processing and paying resettlement benefits for lost assets and resettlement of Project Affected Persons (PAPs) and provide support to sustain or develop their socio-economic conditions.
- b) Resettlement of all the PAPs, including the women and the vulnerable, indirectly affected persons in establishing their livelihoods and incomes, following resettlement framework approved by BBA.

### **2. Scope of Services, Tasks and Expected Deliverables**

The involvement of CONSULTANT is viewed particularly useful in the following areas:

1. Update Resettlement Action Plan according to the final design if required;
2. Implementation of Resettlement Action Plan;
3. Gathering and sharing information, particularly the Project discloser to PAPs and related stakeholders during implementation to establish transparency;
4. Information campaign and community participation;
5. Strengthening capacity of the Executive Agency to deliver services and to implement resettlement plans.

The CONSULTANT will have to set up field offices in the project area. The CONSULTANT will carry out the following specific tasks:

## **1. Provide support in the implementation of the Resettlement Action Plan**

### **a. *Conduct census, inventory of lost assets and support to JVC and PVAC***

- Conduct the full census/joint survey to update the inventory of lost assets and livelihoods and identify Affected Persons as per the approved Entitlement Matrix of RAP.
- Arrange the verification and signature of census survey/inventory of lost assets by the JVC;
- Provide support to determine resettlement benefits for listing and measurements of assets and types of losses and conduct market survey of affected properties through Property Valuation Advisory Committee (PVAC) to obtain market prices for acquired properties and further verification; if needed. Also assist in implementation of land acquisition with the DC officials, when needed and confirm the RAP's accordingly;
- Assist PVAC for preparation and finalization of Loss Item wise (as per Entitlement Matrix -EM) RV and another Resettlement price; and
- Prepare and submission of Resettlement Budget as per approved EM of RAP and signed census/joint survey by JVC.

### **b. *Assist in Land Acquisition Process***

- Assist and provide logistical support during the survey conducted by DC, UNO, AC Land, and BBA;
- Assist BBA and DC office (where required) in organizing the DLACs & CLACs;
- Assist DC office in writing and serving notice under section 4 of ARIPA 2017 including bearing the cost of notice papers & photocopies and logistic support;
- Assist in the demarcation process, including providing materials and logistical support;
- Arrange and provide support to conduct the video taking of the alignment as per DCs' instruction and necessity observed by the Project Director;
- Assist and provide logistical support during field verification;
- Assist and provide logistical support in the preparation and finalization of the Field Book of the DC for affected properties of Title holders which will be signed by the DC and BBA;
- Assist DC office in preparing and serving notice under section 7 of ARIPA 2017 including bearing the cost of notice papers & photocopies and logistic support
- Collect land sale price from relevant sub-registrar offices and provide logistical support to sub-registrar offices & DC Offices regarding the sale price collection;
- Assist PWD for field visit and other logistic support;
- Assist the Forest Department for field visit logistic support;
- Assist DC office in preparing and serving notice under section 8 of ARIPA 2017 including cost of notice papers & photocopies and logistic support;
- Assist DC office in writing award books including logistical support;

- Arrange Transport, Transport Fuel, Food & Refreshment for the Joint Verification Survey (Joint Verification of affected Properties of Title holders by DC);
- Support for expenses for stationeries, photocopies, computer toner, notice papers etc. to the LA sections of Deputy Commissioners; and
- Support DC in preparing the final and acquired Plot Schedule and the Arrangement of Land Handover to BBA.

**C. *Support in the compensation/assistance distribution process***

- Identify all Entitled Persons (EPs) by categories following the Entitlement Matrix (EM);
- Preparation of Affected Person file and Entitlement Card before payment: Prepare the individual AP's ID number, picture with ID number, and issue ID Cards to all APs;
- Finalize entitlement packages for all APs in consultation with BBA officials;
- In consultation with BBA field staff, prepare additional payments and other resettlement benefits in accordance with EM to eligible APs;
- Assist awardees in collecting compensation under law (areas of assistance include counseling, guiding in collecting necessary documents, compiling application for compensation collection and advocating them in the DC office) for land, structures, trees and other assets from DC office;
- Support in paying additional top-up and other resettlement benefits Payment of additional top-up and other resettlement benefits in favor of BBA and the payment vouchers will be signed by the BBA representative and Local Government representative;
- Preparation of top-up and other resettlement benefits Payment supporting, payment voucher, A/C payee cheque to the individual Affected Person; and
- Assist AP in opening Bank Account.

**c. *Resettlement and Land Acquisition Consultation and Participation activities***

- Conduct information and communication campaigns regarding land acquisition compensation and resettlement policies, eligibility criteria, the Entitlement Matrix, required legal documentation, procedures and estimates of payment, payment and relocation notification timeline and the Grievance Redress Mechanism;
- Establish Resettlement Information Desks at suitable locations to prepare and disseminate resettlement-related materials (brochures, leaflets, etc.);
- Conduct regular public meetings, Focus Groups Discussions (FGDs) and one-on-one interviews with APs and document consultation process;
- Establish access to information and records on land acquisition in the LA section of the DC offices with assistance from BBA;
- Arrange monthly and periodic co-ordination meeting through BBA involving the representatives of the Executing Agencies/Departments, and others concerned on a regular basis;
- Provide copies of the Entitlement Matrix (EM) and summaries of the Resettlement Action Plan at the PD Office; and

- Provide special assistance to vulnerable groups as defined in the Resettlement Action Plan

**d. *Resettlement activities data management and monitoring***

- Assist BBA in maintaining records of compensation and resettlement disbursements, consultations and grievances;
- Design and develop a Computerized Management Information System (CMIS) to manage land acquisition and resettlement data (calculation sheet, Award book, payment vouchers, complains, if any) and to generate reports;
- Prepare an Operational Manual for resettlement activities implementation management;
- Provide regular updates comparing the quantity of land of LA schedule with that of the amount of CCL paid for;
- Monitor compensation and assistance provided to Vulnerable Affected Households and Severely Affected Households; and
- Monitor all land acquisition and resettlement related activities and prepare monthly and periodic reports on behalf of BBA highlighting progress in all areas as well as implementation issues/constraints.

**e. *Development of Web-based Land Acquisition and Resettlement Management Tracking System (LARMTS)***

The CONSULTANT will develop and web-based Land Acquisition and Resettlement Management Tracking System (LARMTS) for proper monitoring of land acquisition and resettlement activities from beginning to end. The LARMTS will include, but not limited to the following-

- Generation of IOL databank, reconciliation of databases from various sources (land acquisition, joint verification, census & IOL, property valuation survey)
- Assistance for relocation and livelihood restoration with the Monitoring of ILRP Component;
- Issue ID cards with photographs of the EPs.
- Process and deliver entitlements to the EPs using the automated system with proper documentation and instruments;
- Facilitate complaints resolution related to compensation for PAPs and Non PAPs
- Set indicators and monitor and evaluate RAP implementation activities and report through monthly, mid-term and completion reports

**f. *Assistance in finding alternative place/plot to rent/buy***

- Conduct assessment of rental and real estate availability and affordability in the project areas that results in (i) list of available plots to buy; (ii) list of available structures to rent; and
- Provide support to APs in finding/securing alternative place to relocate. This includes but is not limited to: supporting APs in negotiating land buying or rent agreement; support APs with the paperwork; ensuring linkages between APs

and available government agencies that can support APs in securing housing; support APs in liaising with local financial institutions in case they need to take a loan to buy alternative plot, etc.

**g. *Assistance and participation to Grievance Redress Committee (GRC)***

- Assist awardees filing complaints related to LA and resettlement activities, provide particular assistance to vulnerable households who have grievances;
- Identify problems and advise APs to find quick resolution of the problem on how to proceed with the application for compensation and resettlement assistance;
- Assist GRC in organizing and documenting meetings; and
- Assist in the grievance resolution process by providing information on the DC award process and any other issue related to land acquisition.

**h. *Coordinate with and support in conducting the Livelihood Improvement***

- Identify eligible candidates for participation in Livelihood Improvement Program;
- Review needs assessment and provide guidance;
- Find proactive ways to encourage women to participate to Livelihood Improvement Program;
- Monitor Livelihood Improvement Program implementation progress and outcomes; and
- Conduct post training impact evaluation of program .

**2. Other Social Safeguards Related Activities**

**i. *Conduct/liaise HIV/AIDS and Anti-Trafficking Awareness Campaigns***

Coordinate with relevant governmental and non-governmental local agencies and conduct HIV/AIDS and Anti-Human Trafficking Awareness Campaigns to the communities along the corridor. Ensure 35% women participation to these activities.

**j. *Support in the implementation of gender-related activities***

Support in carrying-out activities related to gender, such as ensuring the participation of women in the implementation of the RAP and livelihood improvement program, conducting anti-harassment and personal safety awareness campaigns, encouraging the participation of women in civil works.

**k. *Support the implementation of road safety awareness campaigns to the communities:***

Conduct awareness campaigns in the communities on road safety measures  
Document the implementation and participation to the activities outlined above and provide semi-annual monitoring reports to BBA.

**3. Reporting requirements and Time Schedule for Deliverables**

The type of contract shall be Lump-sum contract for this assignment in which the scope and the duration of the services and the required output of the consultant are defined. Payments are linked to outputs (deliverables-Multiple quarterly progress including respective deliverables) as mentioned in **Table 2: List of Deliverables (Indicative)** and **Table 3: Reporting requirements and Time Schedule for deliverables**. This contract shall be administering on the principle of fixed price for a defined scope, and payments are due on clearly specified outputs and milestones. The financial proposal must be expressed in the form of an “all-inclusive” lump-sum amount, supported by breakdown of costs. The term “all inclusive” implies all cost (Remuneration & Reimbursable expenses etc.).

**Table 2: The indicative list of salient deliverables but not limited to**  
(Which shall be finalize during contract negotiation):

SLN	Name of Deliverables	Timelines
1	Updated inventory of lost assets and livelihoods and identified Affected Persons as per the approved Entitlement Matrix.	Timelines shall be finalizing as through contract negotiation as well as approved work plan and work schedule.
2	Resettlement Budget as per approved Entitlement Matrix.	
3	Video clip	
4	Affected Person file and Entitlement Card	
5	Entitlement Packages	
6	Establishment of Resettlement Information Desks	
7	Disseminate resettlement materials (brochures, leaflets, etc.)	
8	Execution of public meetings, Focus Groups Discussions (FGDs) etc.	
9	Computerized Management Information System (CMIS) to manage land acquisition and resettlement data	
10	Operational Manual for resettlement activities implementation management;	
11	Web-based Land Acquisition and Resettlement Management Tracking System (LARMTS)	
12	Report on rental and real estate availability	
13	Completion of Livelihood Improvement Program	
14	Conduct awareness campaigns-Road Safety, <i>gender-related activities, Conduct/liaise HIV/AIDS and Anti-Trafficking Awareness Campaigns etc.</i>	

**Table 3: Reporting requirements and Time Schedule for Deliverables**

Payment Milestone	Deliverables (Subject to Acceptance by Client)	Time-line of submission (Indicative)	Indicative Payment Milestone Of Contract Ceiling (%) (Excluding Reimbursable Expenses)

Payment Milestone	Deliverables (Subject to Acceptance by Client)	Time-line of submission (Indicative)	Indicative Payment Milestone Of Contract Ceiling (%) (Excluding Reimbursable Expenses)
First Payment	Inception report setting out scope of services to be delivered with targets (including work plan, work schedule, mobilization plan, deployment schedule of experts, implementation methodology, organization and staffing)	Within First month from the date of signing contract	10 (Ten) percent + Corresponding actual reimbursable expenses
2 <sup>nd</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 3 months of acceptance of Inception report	7 (Seven) percent + Corresponding actual reimbursable expenses
3 <sup>rd</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 6 months	7 (Seven) percent + Corresponding actual reimbursable expenses
4 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 9 months	7 (Seven) percent + Corresponding actual reimbursable expenses
5 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 12 months	7 (Seven) percent + Corresponding actual reimbursable expenses
6 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 15 months	7 (Seven) percent + Corresponding actual reimbursable expenses
7 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 18 months	7 (Seven) percent + Corresponding actual reimbursable expenses
8 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 21 months	7 (Seven) percent + Corresponding actual reimbursable expenses
9 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 24 months	7 (Seven) percent + Corresponding actual reimbursable expenses



Payment Milestone	Deliverables (Subject to Acceptance by Client)	Time-line of submission (Indicative)	Indicative Payment Milestone Of Contract Ceiling (%) (Excluding Reimbursable Expenses)
10 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 27 months	7(Seven) percent + Corresponding actual reimbursable expenses
11 <sup>th</sup> Payment	First Quarterly Progress Report including corresponding deliverable as per work schedule (From the acceptance of Inception Report)	After 30 months	7(Seven) percent + Corresponding actual reimbursable expenses
Final Payment	Final Report on overall performance over the period of the assignment. (Acceptance of Completion report including all salient deliverables as per Scope of services)	In the last months of contract period	20 (Twenty) percent +Actual outstanding reimbursable expenses

**Note:**

- 1 Payment milestone and percent of payment are indicative only which shall be finalized during contract negotiation
- 2 Reimbursable expenses shall be paid at actual basis and the CONSULTANT is required to substantiate all reimbursable expenses with corresponding applicable documentary evidences
- 3 Time-line for interim and final payment shall be counted from the date of submission of Inception report

**4.RP Implementation Period**

Implementation of the RAP will begin prior to the commencement of construction/ engineering works. A total of 36 (Thirty-Six) months is planned for the implementation of RAP. Accordingly, the current schedule for the RAP implementation will be adjusted based on project approval and start on implementation date by the CONSULTANT. The CONSULTANT will propose work schedule and staffing schedule for the completion period.

**5.Accounts and Records**

The CONSULTANT shall keep accurate and systematic accounts and records in respect to the services in such form and detail as are customary in its profession and sufficient to establish accurately that the remuneration and reimbursable out-of-pocket expenses have been duly incurred. Client may inspect and make an audit of all such document, accounts and records in connection with payments made in accordance with this contract. The CONSULTANT shall permit duly authorized representatives of the Client, to inspect and make an audit of all such documents, accounts and records in connection with payments made in accordance with this contract.

**6.Ownership of Documents/ Equipment's**

- i) All reports, documents, correspondence, draft publications, maps, drawings, notes, specifications, statistics, work product in any form and, technical data compiled or prepared by the CONSULTANT and communicated to the Client in performing the services (in electronic form or otherwise and including computer disks comprising data) shall be the sole and exclusive property of the Client, and may be made available to the general public at its sole discretion. The CONSULTANT may take copies of such documents and data for purpose of use related to the services under terms and conditions acceptable to the client but shall not use the same for any purpose unrelated to the services without the prior written approval of the client. All computer programs developed by the CONSULTANT under this contract shall be the sole and exclusive property of the client; provided, however, that the CONSULTANT may use such programs for their own use with prior written approval of the client.
- ii) Equipment, and materials furnished to the CONSULTANT by the Client, or purchased by the CONSULTANT wholly or partly with funds supplied or reimbursed by the Client hereunder, shall be the property of the Client. Equipment or materials brought into by the CONSULTANT and the personnel and used either for the project or personal use shall remain the property of the CONSULTANT or the personnel concerned, as applicable.

## **7. Monitoring and Evaluation**

- i) Measuring RP Implementation Progress: For monitoring progress of CONSULTANT work in RAP implementation, an appropriate monitoring format should be prepared with score/ weight against each activities and sub-activities. A user-friendly menu driven software should be used to generate progress reports for monitoring the progress regularly. The software will be simultaneously operated by the BBA Concerned and the CONSULTANT and/ or other part authorized by the Client so that all the organizations are aware of the progress instantly.
- ii) Proper orientation to the BBA staff is given so that they can supervise the CONSULTANT activity appropriately from the very beginning and operate the Menu driven MIS to remain updated about the progress and problem. CCL payment records shall be collected from DC office regularly and be compared with the payment data of the CONSULTANT so that the progress achieved, mistakes made, if any by the stakeholders in the process of RP implementation are checked and verified instantly. Before making payment of entitlement, Land schedule and census data will be compared with the payable amount, to avoid mistake or fraud.
- iii) Criteria for measuring performance of CONSULTANT staff: There are number of actions needed in collecting CCL and grants. The CONSULTANT operatives will investigate the steps completed so far in collecting compensation for a particular plot. Data collected through Focus Group meetings in this connection will be processed in a computerized system to monitor the progress in CCL and grant collected by the EPs. Performance evaluation by of the CONSULTANT operatives, especially the field staff will be judged by that progress. Production and application of RAP implementation tools, payment of grants and resettlement of APs should be the basis for calculating CONSULTANT performance.
- iv) The CONSULTANT will develop monthly progress reporting format as per the requirement of BBA and Concessionary of the project. Based on the quantitative

reports generated through the above – mentioned computerized system monthly progress report by CONSULTANT will be prepared and submitted to the BBA. The CONSULTANT will take care and the supervision CONSULTANT will ensure the following issues in implementation of the RPs in addition to the above.

## **8. Co-ordination**

The CONSULTANT will sit with the BBA on a regular basis, where discussion on progress and constraints of the previous month will be held. Actions to be taken and the key actors for the tasks concerned will be identified as tasks assigned from respective agencies. In case of any items are not covered by the RAP, the Co-ordination meeting should come up with recommendations, which should be approved and implemented through executive order of the BBA.

## **9. Shortlisting Criteria**

CONSULTANTS should provide information demonstrating that they have the required qualifications and relevant experience to provide the Services (brochures, description of similar assignments, experience in similar operating conditions, availability of staff with appropriate professional qualifications and experience, annual reports etc.) The Applicant shall be non-profit human welfare organization and shall be registered in Bangladesh. For short listing of CONSULTANT (FIRM/NGO) the following criteria would prevail:

### **(i) Core business & years in business:**

At least 10 (Ten) years Proven track record in the field of socio-economic development activities, land related survey, resettlement related activities in development projects.

### **(ii) Relevant Experience**

Adequate working experience for planning and implementation of social management plan (SMP) and Resettlement Action Plan (RAP) of similar assignment in infrastructure projects in similar operating condition.

### **(iii) Technical and managerial capability** related to implementation of resettlement action plan

(Availability of adequate number of Key-professional: Resettlement Specialist, Land Acquisition Specialist, MIS Specialist, Gender Specialist, Social safeguard specialist and Livelihood Expert etc. & other relevant managerial personnel including organizational structure etc.)

### **(iv) Financial capacity/soundness**

## **10. Required Credentials for substantiating capability for execution of the assignment**

Applicants (FIRM/NGO) are required to submit the following “**Supporting Documents**” for substantiating experience, competency & capability to effectively implement resettlement/rehabilitation plan and to facilitate the shorting process as per above-mentioned shortlisting criteria:

- a) EOI submission Letter including corresponding authorization

- b) JV agreement/letter of intent (if applicable)
- c) Applicable Legal documents such as valid Trade License, Tax Identification Number (TIN), VAT Registration Number and Financial Solvency Certificate from any scheduled Bank and Registration documents
- d) List of **completed** assignments for substantiating core business & year in business
- e) List of **completed** relevant assignment in infrastructures project in similar operating condition (including total cost, total input, employer, location of service, description of service etc.) and which must be substantiated with completion certificate issued by procuring entity & without such credentials, relevant assignment shall not be considered.
- f) Updated Brochure
- g) List of permanent professional strength with name, qualification and experience related to assignments.
- h) Audited financial reports or equivalent document for last three years for demonstrating financial capacity/soundness
- i) The Applicants are required to submit the EOI in a form of book binding mentioning page number consecutively including one copy marked as “ORIGINAL” and another copy marked as “COPY”
- j) Applicants may associate with other FIRM/NGO to enhance their qualifications but should indicate clearly whether the association is in the form of a joint venture and/or a sub-consultancy subject to JV /Sub-consultancy agreement.

## **11. Provision of Professional Person-Months Inputs for Providing the services**

Definitions of Experts, Key Experts & Non-Key Experts are as follows:

- “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the CONSULTANT, Sub-CONSULTANT or JV member(s) assigned by the CONSULTANT to perform the Services or any part thereof under the Contract.
- “Key Expert(s)” means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the CONSULTANT’s proposal.
- “Non-Key Expert(s)” means an individual professional provided by the CONSULTANT or its Sub-CONSULTANT and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually although the Client retains the prerogative to approve or reject the CV of the Non-Key Expert based on the proposed approach and methodology. CONSULTANT may include “Non-Key Expert” if it is deemed required to execute the assignment beside Key Expert.

List of Minimum Key Expert for the consultancy service are given in **Table4** below. The CONSULTANT shall include in its Proposal **at least the same time input** in the same unit of Key Experts as indicated below, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award.

Minimum time-input of Key Experts is: 84(Eighty Four) person-months

For the evaluation and comparison of Proposals only: if a Proposal includes less than the required minimum time-input (84 Persons-months), the missing time-input (expressed in person-month) is calculated as follows:

“The missing time-input is multiplied by the highest remuneration rate for a Key Expert in the CONSULTANT’s Proposal and added to the total remuneration amount. Proposals that quoted higher than the required minimum of time-input will not be adjusted.”

The CONSULTANT may include in the Proposal the necessary Non-Key Experts and support staff (both the Technical and Administrative) if it is deemed necessary in order to carry out the tasks and fulfill their responsibilities effectively beside Key-Experts.

**Table 4: Break-down Key Experts Time Input**

Sl No.	Position	Nos.	Person-month
<b>Key Expert</b>			
1	Team Leader (Resettlement Specialist)	1	20
2	Land Acquisition Specialist	1	15
3	Gender Specialist	1	10
4	MIS Specialist	1	15
5	Resettlement Implementation Manager/ Coordinator	1	24
	Sub-total – A (Minimum person-month)	5	84
<b>Office Support Staff</b>			
1.	Database Manager	1	36
2.	Accountant	1	36
3.	Data processor	1	20
4	CAD Operator cum Computer Operator	1	20
5	Office Boy	1	36
	Sub-total -B (Indicative)	5	148
<b>Field Support Staff</b>			
1.	Supervisor	1	24
2	Surveyor (2 Nos*24)	2	48
3.	Resettlement Worker (5 Nos*30 Months)	5	150
4.	Office Boy	1	36
	Sub-total– C (Indicative)	9	258

## 12. Qualifications and Experience of Professional Staff

Qualification and Experience Requirement of Key Experts are depicted in **Table 5**. The preferable qualification and experience. Table below presents a general description of key staff including qualification and minimum required experience. Moreover, Code of Conduct of Expert is depicted in **Attachment 1(A)**. The CONSULTANT shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviours that are prohibited, and understands the consequences of engaging in such prohibited behaviours.

**Table 5: Key Experts' qualifications and competence for the Assignment**

NATIONAL Experts				
	Position	Qualifications	Professional Experience	Required Key Expertise and Experience
National				
K-1	Team Leader (Resettlement Specialist)	MSc/MSS/ MA in Social Sciences or similar	20	-10 years similar experience as <b>Resettlement Specialist including Team Leader/Deputy Team Leader</b> role in planning and implementation of Land acquisition and resettlement program in infrastructure project including following requirements : -Leading and supervising multidisciplinary team engaged in socioeconomic development activities in similar infrastructure project -Multidisciplinary action/research/surveys; -Substantial working knowledge of Bangladesh Land Administrative system and land acquisition laws; -Process and functionalities involved in land administration, resettlement & acquisition; -Report writing capability; and ability to demonstrate personal integrity and create a transparent and accountable work environment

K-2	Land Acquisition Specialist	MSS/MA/LLM/MSc	15	<p>-10 years similar experience as <b>Land Acquisition Specialist</b> in planning and implementation of Land Acquisition and resettlement program in infrastructure project including following requirements :</p> <p>Thorough knowledge about Bangladesh land acquisition system and land acquisition laws- specially the properly valuation process;</p> <p>-the process and functionaries involved in land administration and acquisition;</p> <p>and extensive practical experience</p> <p>-examining/ identifying legal issues involved in land transaction, inheritance and other issues related to legality of ownership;</p> <p>-working with mouza maps and</p> <p>-advising on resolving legal issues.</p>
K-3	Gender Specialist	MSS/MA/MSc in social sciences	15	<p>-10 years similar experience as <b>Gender Specialist</b> in implementation of Land acquisition and resettlement program in infrastructure project including following requirements :</p> <p>-Substantial Working Experience</p> <p>knowledge of gender issues and their implications in development projects;</p> <p>-research and work experience relating to gender issues;</p> <p>-knowledge of techniques and their applications in mobilizing community participation in development program.</p>

K-4	MIS Specialist	MSc. In Statistics/ Computer Science/ Mathematics	10	-8 years similar experience as <b>MIS Specialist</b> in implementation of Land acquisition and resettlement program in infrastructure project including following requirements : -Servicing experience in development of MIS for RAP data management and data processing in connection with land acquisition and resettlement program; -Demonstration ability to design and implement user friendly MIS for monitoring progress and generate reports -Experience in development of web-based land acquisition and resettlement management tracking system
K-5	Resettlement Implementation Manager/ Coordinator	Post-Graduation in relevant discipline	12	-10 years similar experience as Resettlement Implementation Manager/Field Coordinator or similar role in implementation of Land acquisition and resettlement program in infrastructure project including following requirements : -Experience in land acquisition and organizing resettlement program in the field level; -Leading Resettlement Servicers including conducting socio-economic survey, joint verification survey, market survey, property valuation and dealing with Grievance Redress Issues. -Experience in preparation of share sheet, EP file, EC, ID cards and other documents for delivery of compensation -Experience in relocation and livelihood restoration program implementation

**13. Data, facilities and local service to be provided by the client (Institutional Arrangement):**

The Client (BBA) will provide all available information, materials and documents (i.e. manuals and reports) for smooth implementation of the assignment. Should this information be deemed as confidential, the CONSULTANT shall not disclose such information, materials and documents to any person or group without written permission of the client and return all such information, materials and documents to the client within the contract period.



The implementing CONSULTANT will be provided with a map showing locations of different project components, digitized mauza maps of all the affected mauzas with Global Positioning System (GPS) coordinates of all the households and establishments, census data, and a list of the households with categories, quantity, and quality of structures of the affected households, commercial enterprises and common property resources, as available in the RAP prepared for this Project recently through another Agency.

CONSULTANT shall be responsible for arranging all necessary physical facilities at site such as: office space, transportation, communication, survey equipment, computers etc. Costs of these facilities are to be included as reimbursable expenses in Financial Proposal of the CONSULTANT. The indicative reimbursable expenses as guidance are presented in **Table 6**, however CONSULTANT is allowed to include reimbursable expenses as its own judgement for execution of the assignment in keeping in mind the provision of adequate logistics in their financial proposal as reimbursable expenses to support the DC office/PWD for proper implementation of LAP and RAP

**Table 6: Indicative Reimbursable Expenses**

SLN	Description of reimbursable Items
1	Perdiem
2	Training Expenses
3	GRC Meeting/Consultation/FGD conducting cost
4	Printing, Photocopy & Stationary
5	Hire Charge of Computer/ Laptops
6	Hire Charge of four-Wheeler for key staff including fuel, Driver salary, Overtime etc.
7	Development of web-based Land Acquisition and Resettlement Management Tracking System
8	Motor Cycle
9	ID Card (per Unit)
10	Leaflets/Brochures
11	Computerized Entitlement File (EP)
12	Computerized Entitlement Card (EP)
13	Payment Statement
14	Transportation Cost for the field staff.
15	Details Video filming
16	Communication (Mobile/Internet)
17	Rent for Field Office (one field office for contract period)
18	Computer Consumables
19	Reporting (Inception report, monthly progress report, Final report etc.)

#### **14. Financial Proposal & Payment Mechanisms**

The financial proposal must be expressed in the form of an “all-inclusive” lump-sum amount, supported by breakdown of costs. The term “all inclusive” implies all cost (remuneration fees & reimbursable expenditure). Under the lump sum approach, the contract price is fixed, regardless of changes in cost components. The CONSULTANTs will

work under a ‘Lump-Sum Contract’. Therefore, the payments will be made after achieving the milestone as mentioned in the deliverables.

### **15. Location of Services (Field Office)**

The Services shall be performed at project site (Panchaboti-Mukterpur Bridge). The CONSULTANT will have to set up field offices in the project area.

### **16. CONSULTANT Selection Method**

The CONSULTANT will be selected using Quality and Cost Based Selection [QCBS (National)] method as procedure delineated in the Public Procurement Act 2006 and Public Procurement Rules 2008 and Request for Proposal (RFP) document. The number of points to be assigned to each of the above positions shall be determined considering three sub-criteria and relevant percentage weights which is shown in **Table 7**.

**Table 7: Shortlisting Criteria including weightage**

SLN	Shortlisting Criteria for selection	Weight Percentage (Equal Weight)	Order of precedence in terms of priority for shortlisting assessment
1	Core business & years in business:	25 %	4 <sup>th</sup>
2	Relevant Experience	25 %	1 <sup>st</sup>
3	Technical and managerial capability	25%	2 <sup>nd</sup>
4	Financial capacity/soundness	25 %	3 <sup>rd</sup>

### **Attachment 1(A): Code of Conduct of Experts**

The CONSULTANT shall perform the Services and carry out its obligations with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The CONSULTANT shall always act, in respect of any matter relating to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client’s legitimate interests in any dealings with Sub CONSULTANTs or Third Parties. The CONSULTANT shall not engage, and shall cause their Personnel as well as their Sub-CONSULTANTs and their Personnel not to engage, either directly or indirectly, in any business or professional activities in Bangladesh that would conflict with the activities assigned to them under this Contract.

Moreover, The CONSULTANT must ensure the highest standards of accuracy in all aspects of the implementation service. It will particularly ensure that all Affected Households (AHs) are paid their due compensation and resettlement benefits, and that all data provided is accurate and reliable.

### **Code of Conduct of Experts**

The CONSULTANT shall have a Code of Conduct for the Experts. The CONSULTANT shall take all necessary measures to ensure that each Expert is made aware of the Code of Conduct including specific behaviors that are prohibited, and understands the consequences of engaging in such prohibited behaviors.

**The required conduct would be applied for Experts are as follows:**

1. carry out his/her duties competently and diligently;
2. comply with this Code of Conduct and all applicable laws, regulations and other requirements, including requirements to protect the health, safety and well-being of other Experts and any other person;
3. maintain a safe servicing environment including by:
  - a. ensuring that service places, equipment and processes under each person's control are safe and without risk to health;
  - b. wearing required personal protective equipment; and
  - c. Following applicable emergency operating procedures.
4. report service situations that he/she believes are not safe or healthy and remove himself/herself from a service situation which he/she reasonably believes presents an imminent and serious danger to his/her life or health;
5. treat other people with respect, and not discriminate against specific groups such as women, people with disabilities, migrant serviceers or children;
6. not engage in Sexual Harassment, which means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature with other Experts, Contractor's Personnel or Client's Personnel;
7. not engage in Sexual Exploitation, which means any actual or attempted abuse of position of vulnerability, differential power or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another;
8. not engage in Sexual Abuse, which means the actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions;
9. not engage in any form of sexual activity with individuals under the age of 18, except in case of pre-existing marriage;
10. report violations of this Code of Conduct; and
11. Not retaliate against any person who reports violations of this Code of Conduct, whether to us or the Client, or who makes use of grievance mechanism for Experts or the project's Grievance Redress Mechanism.