

Semi-Annual Social Safeguard Monitoring Report-1

Project Number: 39295
December 2015

Period: May through December 2015

**Bangladesh: Third Urban Governance and Infrastructure
Improvement (Sector) Project**
ADB Loan 3142-BAN(SF)/1626P OFID

Prepared by Local Government Engineering Department

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I. EXECUTIVE SUMMARY

1. Third Urban Governance and Infrastructure Improvement (Sector) Project (UGIIP-3) is being implemented by the Government of Bangladesh, financed by ADB together with co-financing of OFID. After the successful implementation of the First and Second Urban Governance and Infrastructure Improvement Projects (UGIIP-1 and 2) in 77 selected *pourashavas*, the Local Government Engineering Department (LGED) within the Ministry of Local Government, Rural Development and Cooperatives (MLGRDC) have planned to implement the third stage of the project as the titled of the Third Urban Governance and Infrastructure Improvement (sector) Project (UGIIP-3) in selected 31 *pourashavas* over a period of 6 years (2014 to 2020). The implementation of the subprojects is spread over 3 phases covering the entire 6-year project implementation period.
2. Third Urban Governance and Infrastructure Improvement (sector) Project (UGIIP-3) is a prolong approach based on integrated and holistic ways for human development, economic growth and poverty alleviation by enhancing municipal management and strengthening capacity to deliver municipal services and improve physical infrastructure and urban services (specially to the poor) in 31 secondary towns of Bangladesh.
3. A sector-lending approach is being used for the project as it has been well established and successfully practiced in the UGIIP-1 and 2. The impact will be improved living environment in project towns. The outcome will be improved municipal service delivery and urban governance in project towns. Project towns are pre-selected 31 towns to be supported in an integrated manner under the project.
4. The Resettlement Plans (RPs) are based on the feasibility studies and detailed engineering designs prepared by MDSC. The RPs have been prepared based on Government of Bangladesh's Acquisition and Requisition of Immovable Property Ordinance, 1982 (ARIPO) Ordinance No II of 1982, and ADB's Safeguard Policy Statement (SPS) 2009 requirements for IR category B projects.
5. The executing agencies are Local Government Engineering Department (LGED) and Department of Public Health Engineering (DPHE). Local Government Engineering Department (LGED) is the lead executing agency of the project. In addition, implementing agencies are LGED, DPHE and Pourashavas. The loan numbers of the Third Urban Governance and Infrastructure Improvement Project (UGIIP-3) are 3142-BAN (SF) and 1626P for ADB and OFID respectively. Asian Development Bank (ADB) and OFID have approved the Loan US\$ 200 million (125 million approved + 75 million in COBP for 2017) and US\$ 40.00 million respectively for Third Urban Governance and Infrastructure Improvement Project (UGIIP-3). The dates of loan approval were July 17, 2014 and June 10, 2014 for ADB and OFID. The Loan Agreement of UGIIP-3 with ADB was signed on August 27, 2014 and became effective on November 4, 2014. However, as ongoing investment project, the UGIIP-3 is co-financed by ADB, OFID & GOB to strengthen pro-poor, gender-responsive, infrastructure by improved municipal service delivery, financial sustainability, citizen participation, accountability, inclusiveness, transparency and urban development control to class A Pourashavas of the country.

II. Background of the Report and Project Description Purpose of the Report

6. Based on ADB Public Communications Policy (PCP 2011), the Safeguard Policy Statement (SPS 2009) with respect to information disclosure related to project safeguard documentation states that ADB shall post on its website the safeguard documents submitted by the borrower and/or client. These safeguard documents include Resettlement & Indigenous Peoples Plan (RP & IPP), and the social safeguard and monitoring reports. To comply with the PCP of ADB, the PMO, LGED shall submit one semiannual social monitoring report periodically over the total implementation period of the project, covering Resettlement and social safeguard issues. This has also been spelled out in the project document & loan covenant of UGIIP-iii that the borrower/client shall submit the aforesaid reports to ADB.
7. However, the project, UGIIP-III, has commenced on July 01, 2014. And consultants were hired by the PMO through MDS with approval from ADB who started their responsibilities and activities since April 19, 2015. The Social Safeguard Team (Resettlement Specialists) was joined since June 01, 2015 and working at the national and regional levels.
8. As the first semi-annual social safeguard monitoring report, the resettlement team is formed and created this report up to December 2015. However, the ADB Mid-Term Review Mission visited UGIIP3 between the period of 07-19 November, 2015, requested the PMO to submit the semi-annual social safeguards monitoring report to ADB covering monitoring periods from the project effective date to December 2015. Accordingly, this semi-annual social safeguard monitoring report is prepared from July 2014.
9. However, the current report follows the Semi-Annual Social Safeguard Monitoring Reports to comply with the loan covenants covering to December 2015. As usual, this report covered resettlement and social safeguard monitoring results to comply with the spirit of ADB policy to “enhance stakeholders trust” in and ability to engage with ADB, and thereby increase the development impact [of projects]” in which disclosure of safeguard monitoring is a prominent aspect.

A. Project Components

10. Since inception of the UGIIP 3, PMO with PIU has earnestly been working on the basis of priority strategy following the integrated and holistic approaches in all the selected Pourashavas. Government of Bangladesh (GOB) is providing finance and support for Tungipara Pourashava. In addition, 6 Pourashavas (Rajbari, Benapole, Chuadanga, Jessore, Kotalipara and Meherpur) are financed by OPEC Fund for International Development (OFID). The rest of 24 Pourashavas are financed with support from ADB. However, 31 Pourashavas (secondary towns) of Bangladesh are mentioned below which are under UGIIP3:

3 Sample Pourashavas (Subprojects) : Road and Drainage (PPTA)

1.	Lalmonirhat Pourashava
2.	Magura Pourashava
3.	Naogaon Pourashava

7 Priority Pourashavas (Subprojects) : Road and Drainage (PPTA)

4.	Bera Pourashava
5.	Charghat Pourashava
6.	Kishoreganj Pourashava
7.	Muktagacha Pourashava
8.	Netrokona Pourashava
9.	Rajbari Pourashava
10.	Sherpur Pourashava

21 Target Pourashavas (Subprojects): Road and Drainage, Water Supply, Solid waste Management & others.

11	Bandarban Pourashava
12	Benapole Pourashava
13	Chapai Nawabganj Pourashava
14	Chhatak Pourashava
15	Choudadanga Pourashava
16	Habiganj Pourashava
17	Ishwardi Pourashava
18	Jessore Pourashava
19	Joypurhat Pourashava
20	Khagrachari Pourashava
21	Kotalipara Pourashava
22	Laksham Pourashava
23	Laxmipur Pourashava
24	Meherpur Pourashava
25	Moulvibazar Pourashava
26	Nabinagar Pourashava
27	Nilphamari Pourashava
28	Panchagarh Pourashava
29	Rangamati Pourashava
30	Shahjampur Pourashava
31	Tungipara Pourashava

11. During the PPTA, 10 priority (including 3 sample) Pourashavas have frequently improved in terms of water supply and sanitation, solid waste management, urban drainage, urban transport & communication, slum, public use facilities, etc. In the following table (Table-1), project components are mentioned as per subprojects (under ADB Loan No. 3142-BAN (SF)/1626P OFID).

Table 1: Subprojects and Components Proposed in UGIIIP-III

Water Supply	Source Augmentation	Deep Tube Wells (Hand Pump)
		Deep Tube Wells (Production Pump)
	Distribution	Piping, Valves and Fittings
	Treatment	Water Treatment (Iron and Arsenic Removal)
	Storage	Elevated Tank
	System improvement	Repair/Replacement of Lines
		Bulk Water Meters
Sanitation		Domestic water meter
	Community Facility	Community Toilets
	Public Facility	Public Toilets
Solid Waste	Septic tank	Vacuum Units
	Disposal/waste	Disposal Alternatives

Management	collection	Neighbourhood Collection
	Waste transfer	Community Storage Bins
		Dump Trucks/Rickshaw
	Waste disposal	Transfer Station
		Access Road to Landfill
		Landfill Facility
		Treatment/Composting
Urban Drainage	Roadway Drainage	Roadside Drains
	Area drainage	Outfall
		Main Drain
		Secondary and Tertiary Drains
		Retention Pond
Urban Transport & communication	Roadway Provision	Bridge Replacement
		Drainage/Culverts
		Roadway Widening/Resurfacing
Slum	System improvement	Repair/Replacement of Lines
	Community Facility	Community Toilets
	Septic tank	Vacuum Units
Public use facilities	Municipal facilities	Market/Community Centres
		Municipal and Kitchen Markets
		Improvement of Slaughterhouses
		Bus and Truck Terminals

B. Social Safeguard/Resettlement Categorization

12. As per ADB's classification system, prior to civil works implementation, all the subprojects selected for construction or development to be screened and classified using as follows:
- **Category A:** Subprojects proposed for construction or development, will fall under this category, if, it caused a significant involuntary resettlement impacts with a physical displacement of 200 or more persons from their residences, or 200 or more persons lose 10% or more of their productive or income generating assets, or 200 or more persons experience a combination of both.
 - **Category B:** Any proposed subproject that includes involuntary resettlement impacts but are not deemed significant considering loss of shelter/houses or productive or income generating assets will be considered for category B.
 - **Category C:** A proposed subproject that has no involuntary resettlement impact.
13. **Subprojects Categorization under UGIIP-3:** The UGIIP-3 project is classified as category B for involuntary resettlement and category C for indigenous peoples in considerations of the ADB Safeguard Policy Statement. No indigenous people (IP) are affected by the subprojects under 10 priority pourashavas. In these projects, ownerships of all land are concern local governments/ Pourashavas, therefore, land acquisition has not required in these subprojects. Rather, shops, crops, trees, fences, etc. have been affected by the respective subprojects (Appendix-1.1). Affected persons are two types in these subprojects in terms of compensations accepting or contribution to the subproject. Firstly, these affected persons are interested to receive the compensation from the subproject. Secondly, affected persons are not willing to receive/accept their compensations against their losses/affected issues and they are also provided no objection certificates regarding their compensations by conducting meetings in the concern Pourashavas (Appendix-2.). After completion of these activities, we will submit all signing documents in the next semiannual social monitoring report to ADB. However, the subprojects selected for implementation fall into Category B, since these are likely to

have minimal or no adverse Involuntary Resettlement (IR) impacts or if any, are not considered significant.

C. General Scope of the Social Safeguards Impacts:

14. The Social impact assessment (SIA) and survey for the aforesaid subprojects already was completed. Based on the results of the Social impact survey, a RP for this subproject was prepared/ updated in accordance with the approved RF and RPs prepared under the PPTA and the same was finally submitted to ADB for approval incorporating ADB comments. However, the entitlement matrix included in the RF prepared and approved by ADB considered the basis for estimation of compensation and payment for the affected properties and income loss to the DPs/APs for this RP and which, will be followed during preparation of new RPs for any subprojects those require/involve land acquisition, resettlement and rehabilitations of the affected people. Social safeguard/ resettlement impact assessments are completed in all the packages/lots/schemes of 10 subprojects (Table-2).

D. Implementation Progress of the Project Activities

15. PMO/PIU has been working since initial period of UGIP3 to achieve its objectives by the following interventions mainly:
16. Urban Transport and Drainage (1st Phase): Designs of all subprojects have been completed towards implementing the works and all PPTA subprojects (Table-3) are implementing on roads and drainages improvement subprojects. No land acquisition was required for implementation of the schemes under the subprojects. However, UGIP3 have updated/approved resettlement plans of the respective subprojects based on the resettlement plan prepared during PPTA study. Physical progresses of the works are continued and improved with the ensuring of social safeguard issues. It is observed (Table-2) that some works are not progressing as per duration and required but implementation of the average works of the subprojects are satisfactory and continued with the focusing of safeguard issues. In additional, after the monitoring visit of the social safeguard monitoring team (SMO) in the respective subprojects, the promotions of works are frequently improved in all subprojects. It has been observed that social safe guard situations have been ensured during operation of the works/ activities among the implementing subprojects. The tendering processes of the remaining 21 sub-projects/ Pourashavas are in various stages of evaluation following the starting of the works on road and drainage. No IR impacts envisaged for any of the schemes under the mentioning subprojects & accordingly Due Diligence Reports (DDR) for these subproject updated/finalized incorporating ADB comments & finally submitted to ADB.

Table 2: Social Safeguard/ Resettlement Impact Assessments According to Packages & Lots

Pourashava	Package	Lot. No.	Contractor	Ccontract Date	Completion Date	Physical Progress (%)	Social Safeguard/ Resettlement Impact Assessments.
Lalmonirhat	LALM/UT+ DR/01/2014	Lot-1 (UT)	A.H.R.C. & N.C. (JV)	01.06.2015	24.05.2016	71%	RP Completed
		Lot-2 (DR)	A.H.R.C. & N.C. (JV)	01.06.2015	1. 24.0 5.2016	2. 52 %	RP Completed
Magura	MAGU/UT +DR/01/2014		M/S. Eastern Traders	16.07.2015	3. 25.0 7.2016	4. 83 %	RP Completed
	MAGU/DR/ 01/2014		MAR & MAE (JVCA)	16.07.2015	5. 25.0 7.2016	6. 45 %	RP Completed

Pourashava	Package	Lot. No.	Contractor	Contract Date	Completion Date	Physical Progress (%)	Social Safeguard/ Resettlement Impact Assessments.
Naogaon	7. NA OG/UT/01/2014	8.	9. Ethen-Farid (JV)	10. 30 .06.2015	11. 29.0 6.2016	12. 32 %	RP Completed
	NAOG/DR +MF/01/2014	13.	M/S A.S. Construction	14. 05 .07.2015	15. 04.0 7.2016	16. 21 %	RP Completed
Bera	BERA/UT+DR/01/2014	Lot-1 (UT)	M/S. Khandaker Shahin Ahmed	17. 28 .05.2015	18. 28.0 5.2016	19. 49 %	RP Completed
	20.	Lot-2 (DR)	M/S. Khandaker Shahin Ahmed	21. 28 .05.2015	22. 28.0 5.2016	54%	RP Completed
harghat	CHAR/UT+DR/01/2014	23. Lot-1 (UT)	24. FAR (JV)	25. 29 .06.2015	26. 05.0 6.2016	55%	RP Completed
	27.	28. Lot-2 (DR)	29. FAR (JV)	30. 29 .06.2015	31. 05.0 6.2016	32. 30 %	RP Completed
Kishoregonj	33. KIS H/UT+DR/01/2014	34.	35. Sheikh Hemayet Ali	36. 02 .11.2015	37. 01.1 1.2016	38. 0 %	RP Completed
	39. KIS H/UT+DR/02/2014	40.	41. Sheikh Hemayet Ali	42. 02 .11.2015	43. 01.1 1.2016	44. 7 %	RP Completed
	45. KIS H/UT+DR/03/2014	46.	Meghna Structural Engineering Ltd.	47. 24 .10.2015	48. 26.1 0.2016	49. 0 %	RP Completed
Muktagacha	50. MU CK/UT+DR/01/2014	51. Lot-1 (UT)	52. Taheer & Sons (Pvt.) Ltd.	53. 21 .06.2015	54. 22.0 6.2016	55. 20 %	DDR Completed
	56. MU CK/UT+DR/01/2014	57. Lot-2 (DR)	58. Taheer & Sons (Pvt.) Ltd.	59. 21 .06.2015	60. 22.0 6.2016	61. 9 %	RP Completed
Netrokona	62. NE TR/UT/01/2014	63. Lot-1 (UT)	64. Samiran Chowdhury	65. 21 .07.2015	66. 20.0 7.2016	67. 48 %	RP Completed
	68.	69. Lot-2 (UT)	70. S. H. (JV)	71. 21 .07.2015	72. 20.0 7.2016	73. 27 %	RP Completed
	74. NE TR/DR/01/2014	75.	76. S. H. (JV)	77. 21 .07.2015	78. 20.0 7.2016	79. 27 %	RP Completed
Rajbari	80. RA JB/UT/01/2014	81.	82. ME-RCCL-MRS (JV)	83. 06 .10.2015	84. 05.1 0.2016	85. 11 %	RP Completed
	86. RA JB/DR/01/2014	87.	88. Md. Mizanur Rahman	89. 24 .06.2015	90. 05.1 0.2016	91. 5 %	RP Completed
Sherpur	92. SH ER/UT/01/2014	93.	94. Dhrob-Shmim (JV)	95. 09 .06.2015	96. 25.0 6.2016	97. 86 %	RP Completed
	98. SH	99.	100. UDC	101. 09	102. 24.0	103. 70	RP Completed

Pourashava	Package	Lot. No.	Contractor	Contract Date	Completion Date	Physical Progress (%)	Social Safeguard/ Resettlement Impact Assessments.
	ER/UT+DR /01/2014		-SRS (JV)	.06.2015	7.2016	%	
	104. SH ER/DR/01/ 2014	105.	106. M/S. AC-BBS (JV)	107. 09 .06.2015	108. 04.0 8.2016	109. 65 %	RP Completed

Table 3: Social Safeguard/Resettlement Impact as per Subprojects.

Sub-Projects (Pourashavas)	Interventions/ Components	List of Works	Progress of Works	Nature of Social Safeguard/ Resettlement Impact
1.Lalmonirhat	Road and Drainage	Rehabilitation of BC & RCC Road (1 package), Drainage (1 package)	Rehabilitation of BC RCC roads almost complete, New construction of RCC in progress, 20% complete. Drainage works: 80% complete	Social Safeguard/ Resettlement Impact Assessments completed
2.Magura	Road and Drainage	Rehabilitation of 10 BC Roads&4 Road Imp.(1 package), 8 Drainage (1 package)	Rehabilitation of 5 Roads is 100% complete, 5 are 60-80% complete. Road Imp. 60-95% complete. 8 Drainage 20-85% complete	Social Safeguard/ Resettlement Impact Assessments completed
3.Naogaon	Road and Drainage	Rehabilitation of 7 BC roads, 1 BFS Roads 2 CC Roads (1 package) 2 Drainage (1 package)	Rehabilitation of 4BC Roads in progress 30-75% complete, 3 Roads not yet started, 2CC Roads complete, 1CC road not started. 2 Drainage 25-40% complete.	Social Safeguard/ Resettlement Impact Assessments completed
4.Bera	Road and Drainage	Improvement of 10 Roads (1 package) 5 Drainage (1 package)	9 Roads are in progress; 25-70% complete, 1 Road not yet started. 5 Drainage in progress, 9-70% complete	Social Safeguard/ Resettlement Impact Assessments completed
5.Charghat	Road and Drainage	1Package; Lot -1: Road and Drain, Lot-2: Drainage	Lot -1: In progress 55% complete; Lot-2: In progress, 30% complete.	Social Safeguard/ Resettlement Impact Assessments completed
6.Kishoregonj	Road and Drainage	4 Roads & 4 RCC drains (Package-1); 6 Roads & 3 Drains (Package-2), 7 Roads & 2 Drains (Package-3)	1 Road in package 2 (60% complete) & 1 Road in package 3 (5% complete) in progress, all others not yet started.	Social Safeguard/ Resettlement Impact Assessments completed
7.Muktagacha	Road and Drainage	2 Lots in 1 package. Lot-1: Rehabilitation/ Improvement of 10 Roads, Lot-2: Construction of 4 RCC Drainage	4 Roads are in progress; 10-97% complete and 6 Roads not yet started. 2 Drains are in progress; 10-35% complete and 2 Drains are not yet started.	Social Safeguard/ Resettlement Impact Assessments completed
8.Netrokona	Road and Drainage	2 Lots in 1 package. Lot-1: Rehabilitation/ Improvement of 6 Roads, Lot-2: Rehabilitation/ Improvement of 8 Roads and construction of 13 RCC Drains.	5 Roads are in progress; 3-50% complete, 1 Road not yet started in Lot 1. 4 Roads are in progress; 15-50% complete, 2 Drains is in progress; 75% complete, 4 Roads & 11 Drains not yet started in Lot 2.	Social Safeguard/ Resettlement Impact Assessments completed
9.Rajbari	Road and	Rehabilitation/	7 Roads are in progress 5-60%	Social Safeguard/

Sub-Projects (Pourashavas)	Interventions/ Components	List of Works	Progress of Works	Nature of Social Safeguard/ Resettlement Impact
	Drainage	Improvement of 15 Roads (1 package); Construction of 2 RCC Drains (1 package)	complete, 8 Roads not yet started; Works in 2 Drains not yet started.	Resettlement Impact Assessments completed
10.Sherpur	Road and Drainage	Rehabilitation/ Improvement of 12 Roads (Pack-1); Rehabilitation / Improvement of 14 Roads & Construction of 1 Drain (Pack-2); Construction of 9 Drains (Pack-3)	1 Road is completed, 11 Roads are in progress, More than 90% completed for 9 roads, 50% completed for 2 roads in Pack-1; Road works in progress, more than 80% completed, Drain not yet started in Pack-2. Except 1 drain works are in progress, 25-95% completed.	Social Safeguard/ Resettlement Impact Assessments completed

17. Solid Waste Management Project (Phase-2): Rapid Resettlement Assessment (RRA) has been carried out in 8 Pourashavas (Benapole, Jessore, Magura, Rajbari, Moulvibazar, Hobigonj, Laxmipur and Laksam) for screening of Solid Waste Management (SWM) subprojects. Checklist/guideline and questionnaire have mainly been used to collect data from the respective fields. As per requirement, most Pourashavas **do not have** sufficient land for construction of dumping grounds. Therefore, land acquisition is required in the most of the Pourashavas which is depicted in Table-4.
18. Water Supply and Sanitation (WS&S) Projects (Phase 2): Rapid Resettlement Assessment (RRA) has been carried out in 6 Pourashavs (Panchagarh, Nilphamari, Joypurhat, Iswardi, Chapai Nababganj and Shahjadpur) for screening of Water Supply and Sanitation (WS&S) subprojects. Checklist/guideline and questionnaire have been applied to collect data from the respective fields. It is reported that land acquisition is not required in the mentioning 6 subprojects / Pourashavas

Table 4: Status of Land Acquisition for Dumping Grounds in 31 Pourashavas.

Sl. Nr.	Pourashava	Proposed Land	LGD approval land	Present Status	DC office take N/A for LA	Held DLAC Mtg.	Declared Article No. 3	Declared Article No. 6	Declared Article No. 7	Handover ownership of land to PS
1	Bandarban	4.90	4.90	Directly obtained Ministry administrative approval on 25.10.15	OK					
2	Charghat	3.08	3.08	Directly obtained administrative approval on 06.09.15	OK					
3	Ishwardi	2.97	2.97	Directly obtained administrative approval on 06.09.15	OK	OK	OK			
4	Kotalipara	2.46	2.46	Directly obtained administrative approval 30.11.15	OK					
5	Laksham	4.73	4.73	Directly obtained administrative approval 30.11.15	OK					
6	Muktagacha	3.06	3.06	Directly obtained administrative approval on 06.09.15	OK					
7	Magura	3.00	3.00	Directly obtained administrative approval on 06.09.15	OK					
8	Moulvibazar	1.17	1.17	Directly obtained administrative approval on 06.09.15	OK					
9	Nabinagar	3.65	3.65	Directly obtained administrative approval on 30.11.15	OK					
10	Nilphamari	2.02	2.02	Directly obtained administrative approval on 25.10.15	OK					
11	Naogaon	3.03	3.03	Directly obtained administrative approval on 06.09.15	OK					
12	Panchagarh	2.6447	2.6447	Directly obtained administrative approval on 30.11.15	OK					
13	Rangamati	2.80	2.80	Directly obtained	OK	OK				

Sl. Nr.	Pourashava	Proposed Land	LGD approval land	Present Status	DC office take N/A for LA	Held DLAC Mtg.	Declared Article No. 3	Declared Article No. 6	Declared Article No. 7	Handover ownership of land to PS
				administrative approval on 06.09.15						
14	Rajbari	2.41	2.41	Directly obtained administrative approval on 25.10.15						
15	Sherpur	4.00	4.00	Directly obtained administrative approval on 06.09.15	OK	OK	OK	OK		
16	Benapole	2.33	2.33	Directly obtained administrative approval on 03.01.16	Under processing					
17	Laxmipur	3.03	3.03	Directly obtained administrative approval on 03.01.16	OK	OK				
18	Chuadanga	3.00		DC of Chuadanga has sent a consent letter for LA approval to LGD dated on 16.07.15						
19	Kishoregonj	3.78		DC of Kishoregonj has sent a consent letter for LA approval to LGD dated on 30.11.15						
20	C. Nababgonj	4.01		DC of C. Nababgonj has sent a consent letter for LA approval to LGD dated on 17.08.15						
21	Shahjadpur	2.19		DC of Sirajgonj has sent a consent letter for LA approval to LGD dated on 17.08.15						
22	Chattak	3.20		DC of Sunamgonj has sent a consent letter for LA approval to LGD dated on 31.12.15						
23	Khagrachari	11.00		LGD sent a letter to the DC of Khagrachari						

Sl. Nr.	Pourashava	Proposed Land	LGD approval land	Present Status	DC office take N/A for LA	Held DLAC Mtg.	Declared Article No. 3	Declared Article No. 6	Declared Article No. 7	Handover ownership of land to PS
24	Netrokona	3.02		for consent of LA approval dated on 25.10.15 LGD sent a letter to the DC of Netrokona for consent of LA approval dated on 18.06.15						
25	Bera	3.00		Submitted LA proposal to LGD Date 20.01.2016						
26	Lalmonirhat	3.18		Submitted LA proposal to PMO Date 20.01.2016						
27	Habiganj	2.20		PS has sent documents to the PMO PS has sent documents to the PMO PS has sent documents to the PMO PS has sent documents to the PMO PS will take decision immediately						
28	Joypurhat	2.90								
29	Jessore	12.86								
30	Meherpur	2.99								
31	Tungipara	2.20								
Total		87.6647	51.2847							

E. Scope of Monitoring Reports & Requirements

19. Monitoring is a major part of the resettlement management system to ensure that its goals are met. Implementation of RP/DDR are monitored internally. The National Resettlement Specialist (NRS) with the assistance of Regional Resettlement Specialists (RRSs) is prepared monthly/ quarterly activities progress reports on resettlement /safeguard based on field data/ reports and submitted to SMO. The NRS with the advice of SMO is consolidated these reports into semiannual monitoring report and submitted to SMO for ADB. These reports are describing the progress of the implementation of resettlement activities, compliance issues and corrective actions. Report to ADB is clarified whether or not resettlement goals are achieved, more importantly; analysis of whether livelihoods and living standards are restored/enhanced (especially for vulnerable DPs) is mandatory and suggestion of suitable recommendations for improvement is incorporated. Any problems or issues identified are followed-up (including recommendation of mitigation measures and supplementary budget); and learning from such issues are recorded which would help to deal with issues such as these more effectively. The SMO/PIU is adopted the following key indicators as and when required while preparing the semiannual report:
- Process Indicators: Staffing and Consultation;
 - Number of consultation and participation program held with various Stakeholders;
 - Number of field visits by resettlement mobilization staffs from SMO and PIU;
 - Coordination between SMO, PIU/Municipality and other line agencies;
 - Number of GRC formed and meetings in sub- project levels;
20. The RP implementation activities have been closely monitored internally by the PIU and SMO. The agencies are mainly involved with the following issues:
- administrative monitoring to ensure that implementation is on schedule and problems are dealt with on a timely basis;
 - socioeconomic monitoring during and after any resettlement impact utilizing baseline information from sub-project preparation;
 - overall monitoring to assess AP status; and
 - preparation of quarterly progress reports to be submitted to SMO by the PIU, reporting actual achievements against the targets fixed and reasons for shortfalls, if any.
21. The Resettlement/ Social Safeguard Specialists through SMO are responsible for carrying out field level monitoring by the following techniques usually:
- Review of census/ study information for all APs;
 - Consultation and informal interviews with APs;
 - In-depth case studies;
 - Informal sample survey of APs;
 - Key informant interviews; and
 - Community public meetings;

F. Summary Table of Identified Impacts and the Mitigation Actions

22. UGIIP3 aims at enhancing urban governance and improving infrastructure sustainability of the targeted Pourashavas using an approach based on integrated and holistic planning. The Project supports the development of key urban infrastructure, focusing on projects that enhance the urban environment, poverty alleviation, gender responsive and economic development. The Project also supports the Government to strengthen Pourashavas management and capacity for effective and sustainable urban development.

23. The infrastructure investments, or subprojects, being undertaken under the UGIP3 expected to improve the social environment of the targeted Pournasavas. Some of the subprojects are concerned with reducing human exposure to pollutants. These include improvements of roads and drainage water supply and sanitation, and solid waste collection, etc. A further category is urban improvement using an integrated approach that provides for basic urban services along with community water supply and sanitation. However, under the PPTA, Ten subprojects were identified for implementation and same procedures were followed for selection of further subprojects at this stage of project implementation by the SMO with technical assistance of Management, Design & Supervision Consultant (MDSC). Since mobilization in the initial period, the MDSC and Social Safeguard Specialists have been working on to finalize the design and preparation of required social safeguard documents/ reports for the identified subproject along with conduction of feasibility study and worked closely with MDSC during preparation of final design for the new subprojects selected. During the reporting period, the safeguard consultants subsequently also were prepared number of social safeguard reports for the design completed schemes of their subprojects. It may be mentioned here that National Safeguard Specialist discontinued his service for almost 2 months. On the other hand, out of 3 Regional Safeguard Specialists, 2 Regional Safeguard Specialists discontinued their services since January 31, 2016.
24. However, the Safeguard team are working on full time basis conducted further investigations on IR impacts and social safeguard issues on the design completed identified with required updating and preparation of Due Diligence Reports (DDR) and Resettlement Plans (RPs) as required. In connection to the new subprojects, Safeguard team worked together with the design team to carefully assess the proposed subprojects to minimize land acquisition and other social safeguards issues in designing the project components. Up to this reporting period, total 186 schemes are implementing and most of them are in progress. More in-depth summery progress will be analyzed in the next report (January- June 2016). The list of subproject investments and number of subprojects/schemes with the activities accomplished up to the reporting period furnished below in table-5 followed by a brief description of current Implementation status of these subprojects.

Table 5: Summary of Project Implementation Status and Mitigation of Identified Impacts

Name of Sub Project (SP)	Number of Schemes	Detail design completed (No. Schemes)	Tender Invited (No. Schemes)	Contractor selected (No. Schemes)	Contractor mobilized & works stated (No. Schemes)		Social safeguard & Resettlement impacts assessment completed (No. Schemes)
1. Lalmonirhat	10	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
2. Magura	26	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
3. Naogaon	12	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
4. Bera	15	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
5. Charghat	04	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
6. Kishoregonj	22	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
7. Muktagacha	14	Yes	Yes	Yes	Yes	Completed	DDR for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
8. Netrokona	31	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
9. Rajbari	17	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.
10. Sherpur	35	Yes	Yes	Yes	Yes	Completed	RP for the subproject updated/finalized incorporating ADB comments & finally submitted to ADB.

III. SCOPE OF IMPACTS

25. It has been stated earlier that the UGIIP-3 project is classified as category B for involuntary resettlement in considerations of the ADB's SPS and these subprojects selected into Category B. So, the subprojects involve any land acquisition and involuntary resettlement, either physical or economic displacement, or temporary restrictions to land use that to be duly complied with the ADB's IR and SPS through preparation of RPs.
26. The Resettlement Framework (RF) was prepared during the PPTA to guide resettlement planning under the loan. Draft Resettlement Plans were also prepared for three sample subprojects during the PPTA. At this stage of project implementation, ten subprojects have been selected priority basis under this project and implemented over the period of project implementation. However, all subprojects selected and to be undertaken for implementation is required verifications underlying IR and safeguard impacts. All identified subprojects are also requiring further verification and documented with social safeguard impacts in accordance with the final design prepared by MDSC and the new subprojects will also be required investigations with preparation of necessary safeguard documents following the design to be prepared by MDSC. In this connection, the RPs prepared during PPTA to be updated for the identified subprojects based on the current situation and changes. RP is required preparation for subprojects having involuntary resettlement involving land acquisition and physical or economic displacement of people, if any. The RPs to be prepared for the new subprojects in accordance with the approved RF and RPs prepared under the PPTA, as required. The RF already sets out the requirements for payment, compensation, income restoration and relocation, consultation, participation and disclosure and the grievance redress mechanism. The PMO ensures that any physically or economically displaced persons will be compensated prior to commencement of civil works of subprojects where applicable, following the approved RP/safeguard documents to be prepared by the consultants.
27. However, the project aims to avoid entirely or to minimize resettlement and displacement as much as possible. In the event displacement is unavoidable on a particular subproject, the PMO to prepare RPs as required and to ensure payment and compensation for the required lands and properties and also ensure necessary monitoring to:
- | | |
|-----|--|
| 11. | ensure that the standard of living of displaced persons are restored or improved; |
| 12. | ascertain whether activities are progressing as per schedule and the timelines are being met; |
| 13. | assess if compensation, rehabilitation measures are sufficient; |
| 14. | identify problems or potential issues; |
| 15. | identify methods to rapidly mitigate problems |
| 16. | to special care for the affected vulnerable and poor persons in terms of compensation and rehabilitations; |
28. Entitlements matrix and other rehabilitation measures are mentioned in the Appendix- 1 and a more in-depth discussion will be conducted in the next semiannual social safeguard monitoring report (January –June 2016).

IV. COMPENSATION AND REHABILITATION

29. Any subproject that involves land acquisition and resettlement to be prepared RP, subsequently with implementation and monitoring of the RP and other required activities as determined in the plan. This includes:
- Payment of the affected assets compensation, allowances, loss of incomes, etc. to the entitled persons
 - Provisions of other types of entitlement as described in the matrix and implementation of livelihood rehabilitation activities as determined in the plan.
 - Monitoring of RP includes quantitative as well as qualitative results of the monitoring parameters, as agreed in the RP.
30. It has been mentioned before that land acquisition is not required in 10 PPTA subprojects (Appendix-2). Other types of losses such as shops, trees, and crops (Appendix-1) have also been occurred in these subprojects. To provide the compensation and other services, proper works are implemented. In additional, ADB safeguards policy allows donation to support the project activities. Many affected persons are interested to contribute their compensations to the project as donation and in this connection some initiatives including public meetings have been conducted in the subprojects areas. In the next report, we will complete these information including signing of APs following the actions and activities of the subprojects.
31. However, any subproject in future that involved with land acquisition and caused any resettlement & rehabilitation, physical or economic displacement, RP will be prepared accordingly and subsequently with necessary monitoring of RP implementation. Accordingly, status of compensation payment to APs for their lost assets and mitigations of different other social safeguard issues, if any, will be included in the next semi-annual reports.

V. PUBLIC PARTICIPATION AND CONSULTATION

32. The PMO/PIU will conduct meaningful consultation with DPs, their host communities, and civil society for every schemes/ subproject identified as having involuntary resettlement impacts. Meaningful consultation is a process that:
- i. begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle;
 - ii. provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people;
 - iii. is undertaken in an atmosphere free of intimidation or coercion;
 - iv. is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and
 - v. enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.
 - vi. Consultation should be carried out in a manner commensurate with the impacts on affected communities.
 - vii. The EA should pay particular attention to the need of disadvantaged or vulnerable groups, especially those below the poverty line, the landless, the elderly, female headed households, women and children, Indigenous Peoples, and those without legal title to land.

33. In fact, up to this reporting period, no households or entities were found affected due to land acquisition and resettlement for any components /schemes ready for implementation under any subprojects. As a result, RPs have been prepared only for these subprojects conducting necessary public consultation & ensuring public participation as required following the approved RF from subproject initial stage to the preparation of RP. But no RPs required preparing for any other subproject's components /schemes ready for implementation under UGIIP-3. In future, for any subprojects where RPs will be required preparation /updating, public participation and consultation activities will be carried out as framed in the approved RF from subproject initial stage to the preparation of RPs and implementation of the subprojects.
34. The Consultants also conducted in depth study/investigation of different social safeguard issues on the design completed schemes/subproject through site visit. During site visits, consultants discussed with numbers of local people including local Government bodies, Pourashavas, DPHE, etc. in the subproject locations covering subproject information dissemination and identification/assessment of likely impacts and benefits due to the subproject implementation. During consultations, the participants discussed the necessity of these roads, drains and improvement.
35. All participants welcomed the projects and referred to the current problems and sufferings of Pourashavas' dwellers due to the poor condition of the existing drainage system & communication. The various people also reported that construction and improvement of the roads, drains and transport will not cause any loss of land, property or livelihood of the people. The proposed sub projects in fact will bring lot of benefit to mass people in the Pourashava areas. Since the construction and improvements of the roads, drains and other infrastructures will be done mostly along or on the existing alignments/edge of the roads, so, there will be little or no need for additional land. During discussions, some people expressed their positive views and showed their interest and willingness to contribute in the subproject, if necessary. They also reported that the required development of these proposed schemes will be very useful with regards to improved drainage facilities, easy movement and transportation of commodities and carrying out other day to day economic activities. Generally, the community people were agreed to extend all sorts of cooperation and participation during the implementation of the sub project including contribution to ensure benefits to the whole community.

VI. GRIEVANCE REDRESS MECHANISM (GRM)

36. A Grievance Redress Mechanism (GRM) has been formed following the approved Resettlement Frameworks (RF) of the project with the objective of mainly to receive and facilitate resolution of Affected Persons' (APs), complains & grievances to ensure project safeguard performance. The grievance mechanism should be scaled to the risks and adverse impacts of the project. It should address displaced persons concerns and complaints promptly, using an understandable and transparent process that is gender responsive, culturally appropriate, and readily accessible to all segments of the affected people at no costs and without retribution. The mechanism developed shall be in a manner that it shall not impede access to the existing judicial or administrative remedies. The DPs will be appropriately informed about the mechanism.

37. The Grievance Redress Mechanism (GRM) for this project to be implemented in three levels. The **first level**, the phone number of the PIU is available in the construction site signboards. The contractors and the resettlement safeguards officer, with assistance from the related people at this level are resolved the grievances through continuous interactions with affected persons within 7 days of receipt of a complaint/ grievance.
38. If any grievances remain unresolved at the first level, the PIU should activate the **second level** of the GRM by Grievance Redress Cell (GRC), headed by Panel Mayor of the Pourashava with support from PIU designated safeguard focal person and MDSC regional resettlement and environment specialists for review and solve the grievances within 15 days.
39. **At the third level.** The PIU safeguard focal person refers any unresolved or major issues to the PMO safeguard officer and/ or MDSC national resettlement and environment specialist to resolve them within 30 days.
40. In this project, as per field data and documents, no any major grievance has been addressed by AP, DP, GRC, etc.

VII. INSTITUTIONAL ARRANGEMENT

41. Resettlement frameworks were prepared during the PPTA, which provide the basis for safeguard management and monitoring. The RF also sets out the organizational structure for resettlement and social safeguard management within the PMO and PIU supported by Safeguard specialists & staffs. Moreover, organizational structure including consultation, participation and disclosure and the grievance redress mechanism also were indicated in the RF, which will be followed during subproject preparation with necessary adjustments pertaining to the practical situation Institutional arrangement currently in force for managing the social safeguards issues under the project are as follows:
42. Project Management Office (PMO): The Local Government Engineering Department (LGED), the Executing Agency (EA), is responsible for overall guidance and project implementation. A Project management office (PMO), headed by a Project Director is implementing the project investments and responsible for overall planning, management, coordination, supervision and progress monitoring of the project activities. The PMO is ensuring compliance with assurances, including safeguards and preparing and submitting necessary safeguard reports, resettlement plan monitoring updates etc. To ensure effective implementation of the land acquisition and resettlement aspects, one full time PMO including resettlement/ social safeguard team is basically responsible for the compliance to the statutory and legal requirements of GoB including overseeing safeguard compliances and RP preparation/updating, etc. The PMO have one fulltime National Resettlement Specialist (NRS) and three Regional Resettlement Specialists (RRSs) and some positions were sometimes vacant due to left from their positions.
43. However, NRS and RRSs are responsible to carry out the activities for updating/finalizing the RPs/DDRs based on the detailed engineering design and other safeguard reports for the selected subprojects as required. Moreover, they are responsible for overall supervision of the project's safeguard issues including monitoring of RP implementation with necessary reporting as well and to work closely with the PMO and PIUs.
44. Project Implementation Unit (PIU): Project Implementation Units (PIUs) entrusted with the responsibilities for planning, design and implementation of each respective subproject. The

PIU is also responsible to ensure compliance with safeguards requirements of the Government and ADB and for day-to-day monitoring of the project progress, including implementation of the resettlement provisions in the project and produce progress reports on all aspects concerning to planning, implementation and monitoring of the land acquisition and resettlement issues and report to the PMO.

45. Management, Design and Supervision Consultants (MDSC): A Management Design and Supervision Consultant (MDSC) on board are carrying out the detailed design, supervision and management of the subprojects including the sample subprojects. Future subprojects will also be taken in to consideration for the detailed design including the safeguards planning. The MDSC have provided one fulltime National Resettlement Specialist (NRS) and three Regional Resettlement Specialists (RRSs) to SMO for resettlement/ safeguard issues.

VIII. MONITORING RESULTS

46. Up to the reporting period, no land acquisition was found for any of the design completed subproject /schemes identified by PPTA. However, Resettlement plans (RPs) were made for other compensations purposes. However, Due Diligence Reports (DDR) have been prepared covering design completed schemes of the other subprojects, where there is no land acquisition or resettlement. To prepare these DDRs & RP, Consultants conducted necessary survey and investigations visiting all the schemes sites and investigated on the land acquisition, resettlement/rehabilitation requirements and other social safeguard issues based on the detailed design prepared by the MDS Consultants.

IX. COMPLIANCE STATUS

47. **Status of Recruitment of Safeguard Team:** Resettlement/ social safeguard specialists have been recruited for the four positions in SMO office comprising one National Resettlement Specialist (NRS) and three Regional Resettlement Specialists (RRSs). They have been mobilized for the project in different times which depict in the Table-6.

Table 6: Status of Recruitment of Resettlement / Safeguard Team

Positions	1st Stage (Dated)		2 nd Stage (Dated)		Remarks
	Joining	Leaving	Joining	Leaving	
NRS	2015-06-01	2015-09-30	2015-11-16	Till now	
RRS-1	2015-06-01	2015-12-31			All processing has been completed, will join March 01, 2016
RRS-2	2015-05-04	2015-12-31			
RRS-3	2015-08-16	Till now			

Compliance with Safeguard Covenants of Loan Agreement:

Covenants written into the loan agreement that is related to resettlement & social safeguards are listed in Table-7, with the status of compliances up to the reporting period.

Table 7: Status of Resettlement and Social Safeguard issues Related to Loan Covenants

Sl. No.	Covenant	Status of Compliance	Action Required
Project Specific Covenants (Section 4.01)			
Implementation Arrangements:			
1.	The Borrower, LGED and the Project Executing Agency shall ensure that the Project is implemented in accordance with the detailed arrangements set forth in the PAM. Any subsequent change to the PAM shall become effective only after approval of such change by the Borrower and ADB. In the event of discrepancy between the PAM and the Loan Agreement, the provisions of this Loan Agreement shall prevail.	Complied with	
2.	The Borrower, LGED shall ensure the establishment of (a) a PMO and (b) a PIU in each participating Pourashava, in a timely manner with adequate full-time staff to implement the project and each subproject in accordance with the requirements and procedure set forth in the PAM. The Borrower shall also ensure that staff and officials who receive training under the project are not transferred out their respective organization for the duration of the project implementation.	Complied with	
Coordinating among the Borrower's Agencies:			
3.	The Borrower shall be fully committed to the Project and shall ensure that all its ministries, agencies and divisions involved in the implementation of the project, including local government authorities, give their full cooperation to ensure smooth implementation of the project. Specially, the Borrower shall cause the project Executing Agency and any other relevant authority to give full, timely and efficient cooperation in issuing any licenses, permits or approvals required in connection with construction, upgrade, and/or improvement of Project facilities within the Project areas.	Complied with	
Policy Related Matters:			
4.	Within 6 months of the Effective Date, The Borrower shall approve a revised organogram for Pourashavas to strengthen their functions in terms of urban planning and management of water supply systems.	Pending	
5.	The Borrower shall approve (a) the National Urban Policy within 3 months of the Effective Date; and (b) within 12 months of such approval, a comprehensive sector development program which builds on the sector development plan as set forth in Appendix 10 of the PAM. The Borrower shall also provide adequate support and guidance to Pourashavas to facilitate controlled and sustainable urban development, including the appointment of qualified full-time staff and timely gazetting of urban master plans endorsed by Pourashavas.	Pending	
6.	The Borrower shall remain committed to performance-based budgetary allocations during Project implementation and thereafter, and shall develop by 2018 a unified set of objective performance criteria to be applied generally to all Pourashavas to assess municipal governance for the purpose of increasing its budgetary allocation of annual block grants to Pourashavas linked to performance.	On going	
Counterpart Funds:			
7.	The Borrower shall provide, as necessary, counterpart staff, land, facilities and funding required for timely and effective implementation of the Project, including, without limitation, any funds required (a) to meet any shortfall between cost and revenues for the O&M of Project facilities; (b) to mitigate unforeseen environmental or social impacts; and (c) to meet any additional costs arising from design changes, price escalation in construction cost and/or unforeseen circumstances such as proceeds of the OFID Loan not being made available. The Borrower	Being Complied With	

Sl. No.	Covenant	Status of Compliance	Action Required
	shall make the resources thus required available on an annual basis for the fiscal year.		
8.	The Borrower shall ensure, or cause the Project Executing Agency to ensure, that each Participating Pourashava provides adequate funds from budgetary allocations or other sources to cover, at a minimum, (a) its loan repayment obligations under the Subsidiary Financing Agreement; and (b) O&M costs for the relevant Subproject(s) and Project facilities.	Pending	
	Project Website:		
9.	Within 6 months after the Effective Date, the Borrower shall ensure the Project Executing Agency, through its website or a project-specific website, disclose key project-related information, including costs, safeguards, and procurement matters such as basic details of bidding procedures adopted, the list of participating bidders, name of the winning bidders, amount of contract award, and the list of goods/services procured. The website shall also include general information on project progress, as well as contract details for the project Executing Agency's counterpart staff in Bangla and English languages, and shall provide a link to ADB's office of Anticorruption and Integrity website at http://www.adb.org/site/integrity/main for reporting to ADB any grievances or allegations of corrupt practices arising out of the project and/or Project activities. The Borrower shall causes the Project Executing Agency to ensure that all Project staff are fully aware of ADB's procedures, including, but not limited to, procedures for implementation, procurement, disbursements, reporting, monitoring, and prevention of fraud and corruption.	Complied With	
	Grievance Redress Mechanism:		
10.	Within 12 months after the Effective Date, the Borrower shall ensure that the Project Executing Agency prepare a grievance redress mechanism, acceptable to ADB, to receive and resolve complaints/grievances or act upon reports from stakeholders on any irregularities, including grievances due to resettlement. The mechanism shall (a) make the public aware of the existence of this grievance redress mechanism; (b) receive, review and address complaints/grievances of stockholders of the Project, in relation to the Project, any of the service providers, or any person responsible for carrying out of any aspect of the Project; and (c) proactively and constructively respond to them.	Grievance Redress Cell has been established in PMO and all PIUs	.
	Pourashava Eligibility:		
11.	The borrower shall seek and obtain a letter of commitment from each Participating Pourashava, with endorsement from the respective town –level coordination committee, indicating its commitment to governance reform and model town development, as a prerequisite for inclusion in the project.	Complied With	
12.	The Borrower shall ensure that: No Pourashava receives any funding under Window A until It has fulfilled the relevant criteria for the 3 phases of the UGIIP, namely (i) the entry criteria for phase 1; (ii) the intermediate criteria for phase 2; and (iii) the advanced criteria for phase 3 ; as set forth in Appendix 6-1 of the PAM (b) no Pourashava receives any funding under Window B until it has been assessed in accordance with paragraph 13 below and found to have performed to a standard acceptable to the Project Executing Agency and ADB against the criteria for Window B set forth in Appendix 6-2 of the PAM; and (c) The amount of funding to be allocated for each phase of Window A and Window B shall be as agreed between the Borrower and ADB.	Being Complied	

Sl. No.	Covenant	Status of Compliance	Action Required
13.	For the purposes of Window B, the Borrower shall ensure that (a) performance assessments are conducted twice during project implementation in consultation with ADB on all Class A Pourashavas and those Class B and Class C Pourashavas that wish to participate in an assessment; and (b) performance-based funds in amounts as agreed by the Borrower and ADB are allocated to the best performing Pourashavas as determined by the Project Executing Agency and ADB.	To be done in due course	
	Subproject Appraisal and Selection:		
14.	The project Executing Agency shall ensure that all Subprojects are selected and implemented in accordance with the subproject selection criteria and requirements as agreed with ADB and set forth in Appendix 5 to the PAM.	Complied With	
15.	The Borrower shall ensure, or cause the Project Executing Agency to ensure that there is no overlap of activities between Subprojects and projects funded by other development partners.	Complied With	
	Environment:		
16.	The Borrower shall ensure, or cause the Project Executing Agency to ensure that the preparation, design, construction, implementation, operation and decommissioning of the project, each Subproject and all project facilities comply with (a) all applicable laws, rules and regulations of the Borrower relating to environment, health and safety; (b) the Environmental Safeguards; (c) the EARF; and (d) all measures and requirements set forth in the respective IEE, the EMP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Being Complied	
	Resettlement:		
17.	The Borrower shall ensure, or cause the project Executing Agency to ensure, that all land and all rights-of-way required for the project, each Subproject and all project facilities are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with (a) all applicable laws, rules and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the Involuntary resettlement Safeguards; (c) the RF; and (d) all measures and requirements set forth in the respective RP, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.	Being Complied	
18.	Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the RP, the Borrower shall ensure, or cause the project Executing Agency to ensure, that no physical or economic displacement takes place in connection with the project or a subproject until; (a) Compensation and other entitlements have been provided to affected people in accordance with the RP; and (b) A comprehensive income and livelihood restoration program has been established in accordance with the RP.	Being Complied	
	Small Ethnic Community Peoples:		
19.	The Borrower shall ensure, or cause the project Executing Agency to ensure that the preparation, design, construction, implementation and operation of the project, each subproject and all project facilities comply with (a) all applicable laws, rules and regulations of the Borrower relating to small ethnic community peoples; (b) the indigenous peoples Safeguards; (c) the SECPF, and (d) all measures and requirements set forth in the respective SECDP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	Being Complied	
	Human and Financial Resources to Implement Safeguards Requirements:		
20.	The Borrower shall make available, or cause the project Executing Agency to make available, necessary	Being	

Sl. No.	Covenant	Status of Compliance	Action Required
	budgetary and human resources to fully implement the EMP, the RP and the SECDP (if any).	Complied	
	Safeguards Related Provisions in Bidding Documents and Works Contracts:		
21.	The Borrower shall ensure, or cause the project Executing Agency to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to: (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP, the RP and the SECDP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report; (b) make available a budget for all such environmental and social measures; (c) provide the Borrower with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP, the RP or the SECDP (if any); (d) adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction, and (e) reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.	Being Complied	
	Safeguard Monitoring and Reporting:		
22.	The Borrower shall do the following or cause the project Executing Agency to do the following: (a) submit semiannual safeguards Monitoring Reports to ADB and disclose relevant Information from such reports to affected persons promptly/upon submission; (b) If any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the project that were not considered in the IEE, the EMP, the RP or the SECDP (if any) promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan ; and (c) Report any actual or potential breach of compliance with the measures and requirements set forth in the EMP, the RP or the SECDP (if any) promptly after becoming aware of the breach.	Being Complied	
	Prohibited List of Investments:		
23.	The borrower shall ensure that no proceeds of the Loan or OFID Loan are used to finance any activity included in the list of prohibited investment activities provided in Appendix 5 of the SPS.	Complied	
	Gender and Development:		
24.	The Borrower shall ensure that the project Executing Agency and each Participating Pourashava adopt and implement the GAP in a timely manner during the entire project period, and that adequate resource are allocated for this purpose. In particular the Borrower shall cause the Project Executing Agency to ensure that the targets stated in the GAP are achieved and that adequate training for Project staff on the GAP is conducted, implementation of the GAP shall be closely monitored, and the progress shall be reported to ADB on a quarterly basis.	Each Project Pourashava has prepared GAP endorsed by TLCCs and all allocated funds for	

Sl. No.	Covenant	Status of Compliance	Action Required
		GAP Implementation	
	Labor, Health and Anti-Human Trafficking:		
25.	The Borrower, the Project Executing Agency and Participating Pourashavas shall ensure that contractors, comply with all applicable labor, health, and safety laws, rules and regulations of the Borrower and, in particular, (a) do not employ child labor for construction and maintenance activities; and (b) provide appropriate facilities (latrines, etc.) for workers at construction sites. The Borrower shall require contractors not to differentiate wages between men and women for work of equal value. The Borrower and the Project Executing Agency shall ensure that specific clauses are included in bidding documents to ensure adherence to these provisions, and that compliance shall be strictly monitored during Project implementation.	Complied	
26.	The Borrower, the Project Executing Agency and Participating Pourashavas shall ensure that contractors shall disseminate information on the risk of transmission of sexually-transmitted diseases, including HIV/AIDS, in health and safety programs to all construction workers employed under the Project. Specific provisions to this effect shall be included in bidding documents and civil works contracts, and compliance shall be monitored by the Project Executing Agency and reported to ADB.	Complied	
27.	The Borrower, the Project Executing Agency and Participating Pourashavas shall ensure that awareness campaign on anti-human trafficking shall be conducted and that information and print material on anti-human trafficking shall be developed and distributed to all construction workers and the community in the Project areas throughout the project implementation period. Compliance shall be monitored by the Project Executing Agency, and reported to ADB.	To be done	
	Operation and Maintenance (O & M)		
28.	During Project implementation and thereafter, the Borrower shall ensure that the Project Executing Agency and Participating Pourashavas maintain the Project facilities and that proper technical supervision and adequate routine funds for this purpose are provided. The funds required for the O&M of the Project facilities shall be allocated annually and released in a timely basis by Participating Pourashavas. Furthermore, the Borrower shall cause the Project Executing Agency and Participating Pourashavas to ensure that all equipment and spare parts financed under the Project shall be used for the O&M of the project.	O&M budget allocated for FY 2014-2015 in all Pourashava	
29.	The Borrower shall ensure, or cause the Project Executing Agency to ensure, that each Window A Pourashava develops and implements in a timely manner a sanitation action plan, which includes a septage management plan to improve regular cleaning of septic tanks and safe disposal of septage.	On going	
	Development Condition:		
30.	The Borrower shall keep ADB informed of discussions with other multilateral and bilateral aid agencies that may have implications for the implementation of the Project. The Borrower shall provide ADB with an opportunity to comment on any resulting policy reforms which could affect the Project, and shall take into account ADB's views before finalizing and implementing any such proposals.	Will be done in due course	
	Governance and Corruption:		
31.	The Borrower, the Project Executing Agency, and Participating Pourashavas shall (a) comply with ADB's	Complied	

Sl. No.	Covenant	Status of Compliance	Action Required
	Anticorruption policy (1998, as amended to date) and acknowledge that ADB reserves the right to investigate directly, or through its agents, any alleged corrupt, fraudulent, collusive or coercive practice relating to the project; and (b) cooperate with any such investigation and extend all necessary assistance for satisfactory completion of such investigation.	with	
32.	The Borrower, the Project Executing Agency and Participating Pourashavas shall ensure that the anticorruption provisions acceptable to ADB are included in all bidding documents and contracts, including provisions specifying the right of ADB to audit and examine the records and accounts of the executing and implementing agencies and all contractors, suppliers, consultants, and other service providers as they relate to the project.	Complied with	
Combating Money Laundering and Financing of Terrorism:			
33.	The Borrower shall ensure that: (a) the Project Executing Agency and Participating Pourashavas comply with applicable laws, rules and regulations of the Borrower on combating money laundering and financing of terrorism; (b) the Loan and OFID Loan proceeds are not used, directly or indirectly, in money laundering or financing of terrorism, (c) the Project Executing Agency and Participating Pourashavas formulate and implement internal control procedures to prevent violation of subparagraph (a) hereinabove; and (d) ADB is promptly informed if there is any violation or potential violation of subparagraph (a) hereinabove. In the event that ADB informs the Borrower of its concern that there has been such an alleged violation, the Borrower, the Project Executing Agency and Participating Pourashavas shall (i) cooperate in good faith with ADB and its representatives so that ADB can determine whether such a violation has occurred; (ii) respond promptly and in reasonable detail to queries from ADB; and (iii) furnish documentary support for such response upon ADB's request.	Complied with	
Section 4.02			
	(a) The Borrower (i) maintain or cause to be maintained, separate accounts and records for the project;	Complied with	
	(ii) prepare consolidated annual financial statements for Project in accordance with accounting principles acceptable to ADB;	Complied with	
	(iii) have such financial statements audited annually by independent auditors whose qualifications, experience and terms of reference are acceptable to ADB, in accordance with international standards for auditing or the national equivalent acceptable to ADB;	Will be done	
	(iv) as part of such audit, have the auditors prepare a report (which includes the auditor's opinion on the financial statements, use of the Loan proceeds and compliance with the financial covenants of this Loan Agreement as well as on the use procedures for imprest fund(s) and statement of expenditures) and a management letter (which sets out the deficiencies in the internal control of the Project that were identified in the course of the audit, if any); and	Done	
	(v) furnish to ADB, no later than 6 months after the end of each related fiscal year, copies of such audited financial statements, audit report and management letter, all in the English language, and such other information concerning these documents and the audit thereof as ADB shall from time to time reasonably request.	Done	

Sl. No.	Covenant	Status of Compliance	Action Required
	(b) ADB shall disclose the annual audited financial statements for the Project and the opinion of the auditors on the financial statements within 30 days of the date of their receipt by posting them on ADB's website.	Done	
	(c) The borrower shall enable ADB, upon ADB's request, to discuss the financial statements for the Project and the Borrower's financial affairs where they relate to the Project with the auditors appointed pursuant to subsection (a) (iii) hereinabove, and shall authorize and require any representative of such auditors to participate in any such discussions requested by ADB. This is provided that such discussions shall be conducted only in the presence of an authorized officer of the Borrower, unless the Borrower shall otherwise agree	Will be Complied with	
	Section 4.03		
	The Borrower shall enable ADB's representatives to inspect the Project, the Goods and Works, and any relevant records and documents.	Will be Complied with	

X. FOLLOW UP ACTIONS, RECOMMENDATION AND DISCLOSURE

48. Project implementation of UGIIP-3 is ongoing where safeguard compliance is an important and highly valued aspect. The beginning of the project's social safeguard aspects started with review of project background documents relating to resettlement and social safeguard issues followed by preparation of safeguard documents for the design of subprojects. All elements are in place for enacting an efficient safeguard framework, preparation of safeguard documents, RPs, DDRs and monitoring of social safeguard issues. Social safeguard and Resettlement monitoring usually are done through using of administrative and socioeconomic methods. Other monitoring indicators are also used, including direct one-on-one communications with APs, in connection to property valuation & compensation payment, outcomes of grievances and redresses of grievances and over all physical progress of resettlement plan implementation in a specific context.
49. Due Diligence Report and RP preparation/updating will be done for any other remaining subprojects/schemes once complete as required based on the final detail designs which are under preparation by the MDSC.
50. However, up to the reporting period, all activities are performed; thoroughly investigation for the design completed subprojects/schemes covering land acquisition, resettlement and social safeguard issues based on the final detail design prepared by MDSC. The same procedure will be followed for the future subprojects and will be prepared RPs and D D R s reports as required with necessary monitoring during implementation of the subproject. Further work to be taken up in the next reporting period (January–June 2016) focusing on a system for monitoring implementation of mitigation measures; public involvement in social safeguards; resettlement planning and implementation; enactment of the grievance redress mechanism, disclosure of safeguard documents and with follow up training of PIU staff in connection to IR & social safeguard.

XI. Appendix-1: List of Affected Persons and Entitlements

51. Name of Pourashava: Magura

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/ Affected	Name of APs	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-1	UT-1	Repair of M.R. Road from 40ain amour (turning) to Chowrangi mour with provision of Footpath	10 Shops structure on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 10 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	20,10,579.84
R-2	UT-2	Repair of Atar Ali Road from Dhaka road to Natun Bazar via Chowrangi	1 permanent & 14 semi-permanent. Shops on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 15 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	
D-4	DR-1	Construction of drain along Atar Ali Road from Dhaka road to Natun Bazar via Chowrangi	30 semi- permanent shops on the drainage ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 30 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	
D-8	DR-1	Construction of drain Moulovi's 4ain a to house of Gazi Commissioner	1 garage, 2fence, 1 septic tank & 8 nos. trees on the drainage ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 1 garage, 2 fences & 1 septic tank need to be demolished and 8 trees needs to be removed.	- There is no Environmental Impacts for the ROW 8 Nos. tree will be cut down - No water bodies will be affected	

52. Name of Pourashava: Lalmonirhat

Component	Pkg. no.	Sub-Project Schemes	Type of Loss/ Affected	Name of APs	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
D-4	1(Lot-1)	Construction of RCC Drain from Shattar Chatal to Putimari Dola(Ch-0.00 to Ch-0+500)	1 permanent brick fence, 1 semi-permanent fence, 6 nos. trees & Jute/Rice on the ROW	Name is not available	• No major IR impacts • No requirement for land acquisition • 2 brick fence need to be demolished & 6 no tree needs to be removed. • Crops will be affected.	• There is no Environmental Impacts for the ROW • 6 Nos. trees will be cut down • No water bodies will be affected	7,76,755.10
Outfall		Rehabilitation of existing primary drain (Constructed under UGIIP-1)	15 cultivators crops will be affected on the ROW	Name is not available	• No major IR impacts • No requirement for land acquisition • 15 cultivators crops will be affected.	• There is no Environmental Impacts for the ROW • No water bodies will be affected	
R-1	1(Lot-2)	Rehabilitation & Improvement of road from Mazapara Mondir to Karzipara Mondir via Nabintari Mondir.(Ch-00 to Ch-1+645) including Link road (Ch-0.00 to Ch-0+330)	1 Jack fruit tree on the ROW	Name is not available	• No major IR impacts • No requirement for land acquisition • 1 no Jack Fruit tree to be removed.	• There is no Environmental Impacts for the ROW • 1 tree will be cut down • No water bodies will be affected	
R-3	1(Lot-2)	Rehabilitation of BC road from BDR gate to Shakoar mour via Syod mour by dense bituminous carpeting.(Ch-0.00 to Ch.2+125)	1 semi-permanent shops, 3 fixed assets, 6 trees on the ROW	Name is not available	• No major IR impacts • No requirement for land acquisition • 1 shop & 3 fixed assets need to be displaced & 6 trees needs to be removed.	• There is no Environmental Impacts for the ROW • 6 Nos. trees will be cut down • No water bodies will be affected	

53. Name of Pourashava: Naogaon

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-2	UT-1	Rehabilitation of Existing BC road from kalitola mour to napitpara mour dense Bituminous carpeting (ch - 0+00 to 0+670)	3 semi-permanent shops on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 3 Shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	11,72,492.20
R-3	UT-1	Rehabilitation of Existing BC road from main road (R&H) to suticalitala via sanyalbari at sultanpur by dense Bituminous carpeting (ch -0+00 to 2+550)	2 semi-permanent shops, 2 Fences on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 1 shops need to be displaced temporarily & 2 fence demolished	- There is no Environmental Impacts for the ROW - No water bodies will be affected	
R-5	UT-1	Rehabilitation of Existing BC road from sherpour mosque to chakprosad school via chakprosad hinduapara by dense Bituminous carpeting (ch - 0+00 to 2+076)	1 permanent house, 1 semi-permanent shops, & 1 trees on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 1 shops & 1 house needs to be displaced.	- There is no Environmental Impacts for the ROW 1 tree will be cut down - No water bodies will be affected	
R-7	UT-1	Rehabilitation of Existing BC road from sharisahati mour towards durgapur via bulu housing schemes including three link road by dense Bituminous carpeting (ch -0+00 to 0+955) & Link road=305+480+165=950m	1 semi-permanent shops on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 1 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	
R-8	UT-1	Construction of Existing kacha road from Idues Battaly to anandanagar road by CC (ch -0+00 to 0+732)	2 semi-permanent shops on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 2 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be no affected	
D-1	DR-1	Construction of RCC drain from ukilpara sluicgate to durgapur beel (length-1800m)	1 permanent shops, 5 semi-permanent shops, 1 Ring slab, 1 water supply line & 1 trees on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 6 Shops need to be displaced temporarily 1 Ring slab, 1 water supply line & 1 tree will be affected.	- There is no Environmental Impacts for the ROW 1 tree will be cut down - No water bodies will be affected	

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
D-3	DR-1	Construction of RCC drain from Janakalyan culvert to Humayan Kabir batla at Chakdev (length-595m)	1 semi-permanent structure of Youth club on the ROW	Name is not available	- No major IR impacts - No requirement for land acquisition 1 semi-permanent structure needs to be demolished	- There is no Environmental Impacts for the ROW - No water bodies will be affected	

54. Name of Pourashava: Sherpur

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-1	UT-1	Development of BC road from Town hall mour at Raghunath bazaar to Sajborkhila RHD road via at Afsar Ali Girl's School (ch -0+00 to 9+900)	3 semi-permanent shops on the ROW	Jamal Ali, Kalu Mia, Tamser Ali	- No major IR impacts - No requirement for land acquisition 3 Shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	17,37,412.22
R-24	UT-2	Development of road by CC from sherpur to Jamalpur RHD road at East Shari to sherpur- Jamalpur RHD West Shari via h/o Engr. Ishak (ch -0+00 to 0+485)	2 semi-permanent house, 15 trees(12 coconut, 3 betalnut) on the ROW	Jalal Uddin, Motaleb, Siddikur Rahman, Abdus Salam	- No major IR impacts - No requirement for land acquisition 2 house needs to be displaced. 15 trees to be affected.	- There is no Environmental Impacts for the ROW 15 Nos. trees will be cut down - No water bodies will be affected	
R-47	UT-2	Development of road by CC from sherpur charsherpur BC road near Hazrot Sha Kamal Mazar road to H/O Samad (ch -0+00 to 0+670)	18 trees on the ROW	Azim, Tofir Uddin, Jolekha	- No major IR impacts - No requirement for land acquisition 18 trees to be affected.	- There is no Environmental Impacts for the ROW 18 Nos. trees will be cut down - No water bodies will be affected	
D-3	DR-1	Construction of RCC drain from battala mour to Boler bari khal via Sherpur	6 semi-permanent shops on the ROW	Feroz, Buddu, Khurshed,	- No major IR impacts - No requirement for land	There is no Environmental Impacts for the ROW	

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
		sadar Hospital & Factory mour (Length-1250m)		Anwar Hossain, Prokash Chandra, Muktar	acquisition • 6 Shops needs to be displaced temporarily	• No water bodies will be affected	

55. Name of Pourashava: Rajbari

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-06	UT-1	Estimate for Re-construction and Repair of BC road Starting from 1 no. Rail gate to public health mour via 2 no. Rail gate via Sadar Hospital (Ch-0+00 to 1728.00)	1 semi-permanent shops on the ROW	Md. Nahid	• No major IR impacts • No requirement for land acquisition • 1 shop need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	10,16,565.00
D-2	DR-1	Estimate of Construction of RCC drain starting from Ansar camp to Bankpara Chatrabeel (ch-0+00 to 800.00)	11 semi-permanent shops (10 shops, 1 NGO office room) on the ROW	Delowar Hossain, Khandokar Afsar Ali, Santu Ahmed, Forid Sheik, Ahsunu Kasim, Hossain Ali, Mizanur Rahman, Institution (Nonprofit Org.), Jahangir Alam, Abdul Alim Shek, Shohid Sheikh	• No major IR impacts • No requirement for land acquisition • 10 shops & 1 NGO office need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	

56. Name of Pourashava: Netrakona

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-05	UT-1	Improvement of Khatud Nogwa road i) Leading from culvert up to H/O Mafiz at Dharia ii) Dharia near H/O Mofiz to near H/O Kudrat Ali iii) Dharia near H/O Mofiz to Jalia para mour (Length-2.77km)	1 permanent structure(pacca fence) on the ROW	Shafikul Islam	- No major IR impacts - No requirement for land acquisition 1 fence need to be demolished temporarily	- There are no Environmental Impacts for the ROW - No water bodies will be affected	11,38,919.67
D-02	DR-1	Construction of RCC drain leading from Akbar mour to Chalk Mosque via Mukti Zodda Sanghad(Length-0.42km)	3 semi-permanent shops on the ROW	Krishna Kumar Shaha, Horidon Chondra dash, Rels Mia	- No major IR impacts - No requirement for land acquisition 3 shops needs to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	
D-11	DR-1	Construction of katli drain at Bolai Nagowa road i) leading from Bangobondhu mour to katli khal ii) near the H/O Shovash at Bolai Nagowa up to katli khal (Length-0.64km)	3 semi-permanent shops, 18 trees on the ROW	Rahmatulla Khan, Howlad Mia, Motahar Hossain, Mairoddy	- No major IR impacts - No requirement for land acquisition 3 shops needs to be displaced temporarily 18 trees need to removed	- There is no Environmental Impacts for the ROW 18 Nos. trees will be cut down - No water bodies will be no affected	
D-12	DR-1	Construction of RCC drain at Ukilpara leading from DPHE office to Dholi River via Sweeper Coloni and Truck stand with Barhatta road side drain (Length-0.57km)	5 semi-permanent shops on the ROW	Bajlu Mia, Sajahan Mia, Bokul Mia, Mouz Ali, Nur Islam	- No major IR impacts - No requirement for land acquisition 5 shops need to be displaced temporarily	- There is no Environmental Impacts for the ROW - No water bodies will be affected	

57. Name of Pourashava: Muktagacha

Component	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
PART-A/B. (UT/DR) Improvement						
			Nil			

58. Name of Pourashava: Kishoreganj

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-22	(UT-DR)3	Re-construction of road from Hajratnagar Bottala mour to Madrasha (Length-0.460km)	2 semi-permanent shops on the ROW	Shamsuddi, Md. Faruk Mia	• No major IR impacts • No requirement for land acquisition • 2 shops need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	8,00,591.06
D-01	(UT-DR)1	Construction of RCC drain from SP office mour to Gaital Bottala mour (Norsunda River) via residence of DC (Length-0.514)	4 semi-permanent shops on the ROW	Jamal, Siddikur Rahman, Jasimuddin Md. Warsen	• No major IR impacts • No requirement for land acquisition • 4 shops need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	
D-03	(UT-DR)3	Construction of RCC drain from Rail line close to Ratan contractor house to Mr. Mozamal Haque Khan Roton's House via Ishak Mia's house close to ambition coaching centre mour and to culvert close to new councilor house via ambition coaching and Jahagir Molla's house(Length-0.587)	1 permanent shops & 1 semi-permanent shops on the ROW	Md. Ishak Mia, Anisur Rahman	• No major IR impacts • No requirement for land acquisition • 2 shops need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	

59. Name of Pourashava: Charghat

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-01	UT-1 (Lot-1)	Road development by RCC U-drain and footpath from charghat pourashava to Health complex and wide extension of BC road from maipur culvert to Charghat Upazila complex with foothpath and Rcc U-drain via charghat bazaar mour (Length-1.180km)	3 permanent shops, 12 semi-permanent, 1 Local office & 3 trees on the ROW	Onil Shil, Kamrul Islam, Altaf Hossain, Amirul Islam, Jahangir Alam, Abdul Awal, Abdus Sattar, Imran Ali, Tofikul Islam, Nazmul, Robiul, Haider, Nazrul, Zahir, Khokan, Shariful	• No major IR impacts • No requirement for land acquisition • 15 shops need to be displaced temporarily • 3 trees need to removed	• There is no Environmental Impacts for the ROW • 3 Nos. trees will be cut down • No water bodies will be affected	23,42,611.414
D-01	DR-1 (Lot-2)	Construction of RCC Primary drain from Meramotpur Cinema hall to Padma River (Length-1.040km)	1 brick Fence, 1 pit latrine & 12 trees & loss of crops(5 families khas land) on the ROW	Golam Hossain, Fijan, Aksed Reja, Abdur Razzak, Abdul jolil, Majharul, Rahat Ali, Sadek	• No major IR impacts • No requirement for land acquisition • 1 brick fence & 1 pit latrine need will be demolished • Crops will be affected.	• There is no Environmental Impacts for the ROW • 12 Nos. trees will be cut down • No water bodies will be affected	
D-02	DR-1 (Lot-2)	Construction of RCC Primary drain from Miapur Waz's house to Baral River (Length-0.720km)	Land of 3 family, Loss of Crops & 3 Bamboo bush (aprox. 200 Bamboo) on the ROW	Mahabubur, Hasan, Jaiul, Shahhaz Uddiun, Sapon, Zorina Begum,	• No major IR impacts • Land to be affected but no requirement for land acquisition • 3 bamboo bush need to be removed. • Crops will be affected.	• There is no Environmental Impacts for the ROW • 200 Nos. Bamboo will be cut down • No water bodies will be affected	

60. Name of Pourashava: Bera

Component PART-A/B. (UT/DR) Improvement	Pkg. no.	Sub-Project Schemes	Type of Loss/Affected	Name of APs.	Possible Social Impact	Possible Environmental Impact	Estimate Compensation Cost. (Tk.)
R-11	UT-1	Re-construction of road from Hatigara Milk Society to paina chapara Mosque (Length-1.781 km)	6 semi-permanent shops on the ROW	Motaleb Hossain, Shamim Islam, Pirbox, Md. Abdul Bari, Md. Mojibar, Md.Nurul Gaoin	• No major IR impacts • No requirement for land acquisition • 6 shops needs to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	10,93,208.60
R-12	UT-1	Re-construction of road from house WDB flood control Embankment near Khalik driver house to Paikando WDB Embankment via Eigha (Length-1.095 km)	1 semi-permanent shops & 1 semi-permanent house on the ROW	Md. Abdul Batan, Sajhu Mollah	• No major IR impacts • No requirement for land acquisition • 1 shops & 1 semi pacca house need to be displaced temporarily	• There is no Environmental Impacts for the ROW • No water bodies will be affected	

XII. Appendix-2: Summary of RPs/ DDR.

61. **Lalmonirhat Pourashava.** The complete indicative list of subproject in Lalmonirhat is involved (i) construction of 5.0 kilometer (km) of drainage; and (ii) improvement of 15.960 km of existing roads. This Resettlement Plan (RP) for Lalmonirhat *pourashava* is based on the feasibility study and detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. This RP has finalized during detailed design stage to reflect any changes and latest subproject designs. Subsequent phases may require preparation of new RPs as per approved Resettlement Framework. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW). The resettlement cost for the implementation of Phase 1 subprojects in Lalmonirhat *pourashava* is estimated at USD 9,958.40 which will be met from counterpart (government) funds.
62. **Magura Pourashava:** The complete indicative list of subprojects in Magura is involved (i) construction of 6.525 kilometer (km) of drainage; (ii) improvement of 13.109 km of existing roads. The subprojects to be implemented went through the process of meeting the selection criteria (general and technical), environmental and social safeguard screening and conforming to the master plan prepared for Magura. This Resettlement Plan (RP) for Magura *pourashava* is prepared based on the feasibility study and preliminary engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands..
63. Consultant teams are composed of Management Design and Supervision Consultants (MDSC) and Governance Improvement and Capacity Development Consultants (GICDC). The resettlement cost for the implementation of Phase 1 subprojects in Magura *pourashava* is estimated at USD 25,776.66 which will be met from counterpart (government) funds.
64. **Naogaon Pourashava:** The complete indicative list of subprojects in Naogaon is involved (i) construction of 2.395 kilometer (km) of drainage; and (ii) improvement of 11.635 km of existing roads and 1 river front. This Resettlement Plan (RP) for Naogaon *pourashava* is based on the feasibility study and Detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. The resettlement cost for the implementation of Phase 1 subprojects in Naogaon *pourashava* is estimated at USD 15,031.95 which will be met from counterpart (government) funds.
65. **Bera Pourashava:** The complete indicative list of subprojects in Bera is involved (i) construction of 3.207 kilometer (km) of drainage; (ii) improvement of 9.837 km of existing roads. This Resettlement Plan (RP) for Bera *pourashava* is based on the feasibility study and detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of

Bangladesh laws. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact due to land donation. The resettlement cost for the implementation of Phase 1 subprojects in Bera *pourashava* is estimated at USD 14,015.49 which will be met from counterpart (government) funds.

66. **Charghat Pourashava:** The complete indicative list of subprojects in Charghat is summarized (i) construction of 1.76 kilometer (km) of drainage; and (ii) improvement of 3.64 km of existing roads. This Resettlement Plan (RP) for Charghat *pourashava* is based on the feasibility study and Detailed Engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. This RP stands finalized during detailed design stage to reflect any changes and latest subproject designs. Subsequent phases may require preparation of new RPs as per approved Resettlement Framework. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact. The resettlement cost for the implementation of Phase 1 subprojects in Charghat *pourashava* is estimated at USD 30033.48 which will be met from counterpart (government) funds.
67. **Kishoreganj Pourashava:** The complete indicative list of subprojects in Kishoreganj is summarized as (i) construction of 5.071 kilometer (km) of drainage; (ii) improvement of 9.862 km of existing roads; and (iii) improvement of solid waste management. This Resettlement Plan (RP) for Kishoreganj *pourashava* is based on the feasibility study and detailed engineering designs prepared. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. This RP stands finalized during detailed design stage to reflect any changes and latest subproject designs. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact due to land donation. LGED and DPHE are the executing agencies of the project. Implementation activities will be overseen by a Project Management Office (PMO). The resettlement cost for the implementation of Phase 1 subprojects in Kishoreganj *pourashava* is estimated at 10263.99 USD which will be met from counterpart (government) funds.
68. **Netrokona Pourashava:** The complete indicative list of subprojects in Netrokona is involved as (i) construction of 6.323 kilometer (km) of drainage; (ii) improvement of 22.358 km of existing roads; and (iii) improvement of solid waste management. This Resettlement Plan (RP) for Netrokona *pourashava* is based on the feasibility study and detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will

be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact due to land donation. The resettlement cost for the implementation of Phase 1 subprojects in Netrokona *pourashava* is estimated at USD 14,601.53 which will be met from counterpart (government) funds.

69. **Rajbari Pourashava:** The complete indicative list of subprojects in Rajbari is involved (i) construction of 3.05 kilometer (km) of drainage; (ii) improvement of 12.074 km of existing roads; and (iii) improvement of solid waste management. This Resettlement Plan (RP) for Rajbari *pourashava* is based on the feasibility study and detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. This RP stands finalized during detailed design stage to reflect any changes and latest subproject designs. Subsequent phases may require preparation of new RPs as per approved Resettlement Framework. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact. The resettlement cost for the implementation of Phase 1 subprojects in Rajbari *pourashava* is estimated at USD 13,032.88 which will be met from counterpart (government) funds.
70. **Sherpur Pourashava:** The complete indicative list of subprojects in Sherpur is involved (i) construction of 6.425 kilometer (km) of drainage; (ii) improvement of 25.055 km of existing roads; and (iii) improvement of solid waste management. This Resettlement Plan (RP) for Sherpur *pourashava* is based on the feasibility study and detailed engineering designs prepared during project preparation. This RP is based on ADB's Safeguard Policy Statement (SPS) 2009, and Government of Bangladesh laws. The scope of land acquisition and resettlement is identified based on subproject selection and field visits to each site and/or alignment. No major IR impacts are envisaged as there is no requirement for private land acquisition as the components will be located along existing roads right-of-way (ROW) and government-owned lands. ADB SPS, 2009 makes it obligatory to endorse any land donation by an independent third party evaluator (e.g. an eminent citizen of the *pourashava*), to ensure there is no significant social and economic impact. The resettlement cost for the implementation of Phase 1 subprojects in Sherpur *pourashava* is estimated at USD **22,274.52** which will be met from counterpart (government) funds.
71. Due Diligence Report – Social Safeguards on Muktagacha Pourashava, Resettlement team (PPTA) has visited Muktagacha Pourashava from 19 to 21 July 2014 and covered all of phase-1 subproject components. The team found only road 5 and 13 were proposed for construction and rest all roads have been proposed for improvement. The team closely investigated and identified no impacts along the RoW (right of way) of the proposed roads and drainage locations. The roads and drainage alignment have sufficient space for reconstruction and improvement. The carriageways are free from encroachers and there are no existing structures along proposed alignments. It has also been noted during the field visits there are no mobile vendors/ hawkers along the identified alignments. There is sufficient space for staging areas, construction equipment, and stockpiling of materials in all Phase 1 roads. However, the contractor will need to remove all construction and demolition wastes on a daily basis as per subproject EMP. The subprojects to be implemented went through the process of meeting the selection criteria (general and technical), environmental and social safeguard screening and conforming to the master plan prepared for Muktagacha. Locations and sitting of the

proposed infrastructures considered: (i) locating components on government-owned land and/or within existing right-of-way (ROW) to reduce acquisition of land, (ii) prioritizing rehabilitation over new construction; (iii) taking all possible measures in design and selection of sites to avoid resettlement impacts; (iv) avoiding where possible locations that will result in destruction/disturbance to historical and cultural places/values; (v) avoiding tree-cutting where possible; and (vi) ensuring all planning and design interventions and decisions are made in consultation with local communities and reflecting inputs from public consultation and disclosure for site selection.