

Project Administration Manual

Project Number: 46168-001

Loan Number: {LXXXX}

September 2014

People's Republic of Bangladesh: South Asia
Subregional Economic Cooperation Railway
Connectivity: Akhaura–Laksam Double Track Project

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Project Administration Manual Purpose and Process

The Project Administration Manual (PAM) describes the essential administrative and management requirements to implement the project on time, within budget, and in accordance with government of Bangladesh and Asian Development Bank (ADB) policies and procedures. The PAM should include references to all available templates and instructions either through linkages to relevant URLs or directly incorporated in the PAM.

The Government and Bangladesh Railway are wholly responsible for the implementation of ADB financed projects, as agreed jointly between the borrower and ADB, and in accordance with government and ADB's policies and procedures. ADB staff is responsible to support implementation including compliance by the government and Bangladesh Railway of their obligations and responsibilities for project implementation in accordance with ADB's policies and procedures.

At Loan Negotiations the borrower and ADB shall agree to the PAM and ensure consistency with the Loan agreement. Such agreement shall be reflected in the minutes of the Loan Negotiations. In the event of any discrepancy or contradiction between the PAM and the Loan Agreement, the provisions of the Loan Agreement shall prevail.

After ADB approved the project, changes in implementation arrangements are subject to agreement and approval pursuant to relevant Government and ADB administrative procedures (including the Project Administration Instructions) and upon such approval they will be subsequently incorporated in the PAM.

The PAM also describes those essential modifications to the administrative and management requirements to allow for the inclusion of European Investment Bank (EIB) financing of the Project.

Abbreviations

ADB	=	Asian Development Bank
ADF	=	Asian Development Fund
AFS	=	audited financial statements
CQS	=	consultant qualification selection
DMF	=	design and monitoring framework
EARF	=	environmental assessment and review framework
EIA	=	environmental impact assessment
EMP	=	environmental management plan
ESMS	=	environmental and social management system
GACAP	=	governance and anticorruption action plan
GDP	=	gross domestic product
ICB	=	international competitive bidding
IEE	=	initial environmental examination
LAR	=	land acquisition and resettlement
LIBOR	=	London interbank offered rate
NCB	=	national competitive bidding
NGOs	=	nongovernment organizations
PAI	=	project administration instructions
PAM	=	project administration manual
PIU	=	project implementation unit
QBS	=	quality based selection
QCBS	=	quality- and cost based selection
RRP	=	report and recommendation of the President to the Board
SBD	=	standard bidding documents
SGIA	=	second generation imprest accounts
SOE	=	statement of expenditure
SPS	=	Safeguard Policy Statement
SPRSS	=	summary poverty reduction and social strategy
STD	=	Sexually transmitted diseases
TOR	=	terms of reference

I. PROJECT DESCRIPTION

A. Project Area and Location

1. Bangladesh Railway (BR) is a department under the Ministry of Railways that manages a rail network of 2,855 route-kilometers (km) and has 26,458 regular employees in June 2012. The network is divided into two zones: east and west, separated by the Jamuna River. The rail network includes 659.33 km of broad gauge track with the west zone, i.e., 1.676 meter width track. In addition the west zone gauge track has 534.67 km of meter gauge, i.e., 1.0 meter width track and 374.83 km of dual gauge track (catering for both broad and meter gauge trains). The east zone has 1,273.38 km of meter gauge track, and 34.89 km of dual gauge track. Jamuna multipurpose bridge, which has a dual gauge rail link, provides the only east-west rail link.

2. The project will support the Government of Bangladesh to upgrade about 72 kilometers (km) Akhaura–Laksam section of the Dhaka–Chittagong railway corridor to a double track railway line with modern signaling equipment. The section is part of a major subregional corridor and the Trans-Asia Railway network. The project will also (i) improve eleven railway stations, and (ii) strengthen the capacity of the railway sector in project management and implementation as well as in accessing climate mitigation funds. By increasing the capacity of a major international trade corridor the project will not only boost the national economy but also facilitate subregional cooperation and trade. The project has been endorsed by the SASEC trade facilitation and transport working group meeting held in Singapore on 30 October 2013.

3. This **project administration manual** (this PAM) is prepared to provide reference for the government and ADB to facilitate administration of this loan. It supplements the loan agreement and provides detailed arrangements for project implementation. It also lays down monitoring and control procedures which are to be used to ensure that the intended objectives are realized.

B. Impact and Outcome

4. The impact will be improved domestic and subregional trade-flow and passenger movement in Bangladesh. The outcome will be an improved railway transport system in Bangladesh. The project will enable efficient and safe transport within the country in the Dhaka–Chittagong railway corridor and with India and, through India, with Bhutan and Nepal.

C. Outputs

5. **Railway improvement.** The project will support the government to upgrade railway infrastructure by constructing of 72 km new double-tracked railway lines and upgrading of 72 km of existing railway infrastructure including signaling system, in accordance with Trans Asia Railway standards and reconstruct 11 Stations with integrated elderly, women, children and disabled friendly design features.

6. **Institutional development.** The project will strengthen the capacity of Bangladesh Railway in project management and project implementation. A technical assistance grant attached to the project for capacity development will be provided to support Bangladesh Railway in accessing climate mitigation funding.

II. IMPLEMENTATION PLANS

A. Project Readiness Activities

Loan Processing		Project Implementation	
ADB Actions	Government Actions	ADB Actions	Government Actions
Mar 2014	Fact-Finding Mission	Budgeting of counterpart funds for next Fiscal Year	Prepare Bid Documents
Apr 2014			Finalization of all Government approvals and clearances
May 2014			
June 2014	Management Review Meeting	Endorsement of Resettlement Plan and IEE	
July 2014	Loan negotiations	PEC/ECNEC Approval; submit reform related documents to parliament	Review of Bid Documents Finalize Bid Documents
Aug 2014			Approval of Bid documents Advertise Bidding
Sept 2014	Loan Approval		Bid closing and start technical bid evaluation
Oct 2014			Technical Bid Evaluation
Nov 2014			Approval Technical Bid Evaluation
Dec 2014		Loan Signing	Financial Bid Evaluation
Jan 2015			Approval Financial Bid Evaluation
Feb 2015	Loan Effectiveness		Contract Award

III. PROJECT MANAGEMENT ARRANGEMENTS

A. Project Implementation Organizations – Roles and Responsibilities

Project implementation organizations	Management Roles and Responsibilities
<ul style="list-style-type: none">• Executing Agency (Bangladesh Railways)	<ul style="list-style-type: none">➤ Overall coordination of project implementation➤ Inter-agency coordination➤ Establish PIU and appoint project directors and sufficient staff for support of project director➤ Day-today project management➤ Procurement of goods and services contracts➤ Withdrawal applications➤ Project progress reports➤ Maintain project accounts and and complete loan financial records
<ul style="list-style-type: none">• ADB	<ul style="list-style-type: none">➤ Monitor and review overall project implementation in consultation with the EA including: project implementation schedule; actions required in relation with safeguards compliance; timeliness of budgetary allocations and counterpart funding; project expenditures; progress with procurement and disbursement; compliance with loan covenants.

B. Key Persons Involved in Implementation

Executing Agency

Bangladesh Railways
(Investment Project PIU)

Mr. S. K. Chakraborty, General Manager/Project Director

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PJ Contact

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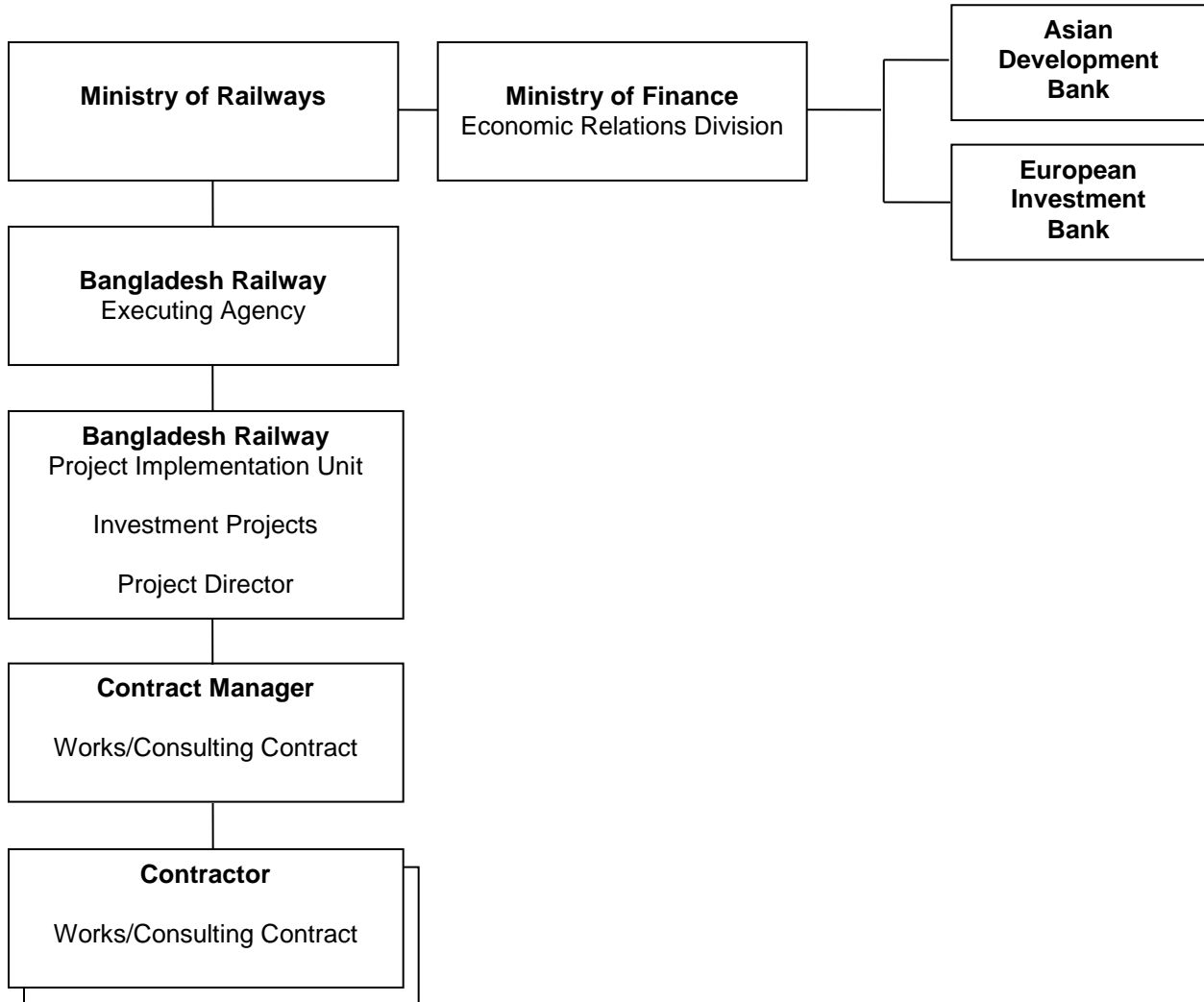
Deputy Economic Adviser

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Email address: p.vickers@eib.org

C. Project Organization Structure

7. The flow chart below shows the reporting lines in the internal structures of key organizations involved in facility implementation.



IV. COSTS AND FINANCING

8. The project is estimated to cost \$805 million, inclusive of taxes and duties, physical and price contingencies, interest, and other charges during implementation (Table 1). The investment project will be financed by ADB jointly with the European Investment Bank (EIB). Construction supervision and project management consultants will be financed by ADB to support implementation of the project.

Table 1: Project Investment Plan
(\$ million)

Item	Amount ^a
A. Base Cost^b	
1. Railway Infrastructure Upgrade	717.0
2. Project Management	40.0
Subtotal (A)	757.0
B. Contingencies^c	23.0
C. Financing Charges During Implementation^d	25.0
Total (A+B+C)	805.0

^a Includes taxes and duties of 77.75 million to be partially financed by ADB for expenditure financed by ADB and from Government resources for expenditures financed by the European Investment Bank.

^b In 31 March 2014 prices.

^c Physical contingencies computed at 3.0% for civil works. Price contingencies computed at 6.5% on foreign exchange costs and 6.5% on local currency costs; includes provision for potential exchange rate fluctuation under the assumption of a purchasing power parity exchange rate.

^d Includes interest and commitment charges. Interest during construction for ADB loan(s) has been computed at the 5-year forward London interbank offered rate plus a spread of 0.44%. Commitment charges for an ADB loan are 0.15% per year to be charged on the undisbursed loan amount.

Sources: Asian Development Bank and Bangladesh Railway estimates

9. The government has requested a loan of \$400 million from ADB's ordinary capital resources (OCR) and a loan in various currencies equivalent to SDR68,13,000 from ADB's Special Funds resources to help finance the project.¹ The OCR loan will have a 25-year term, including a grace period of 5 years, an annual interest rate determined in accordance with ADB's London interbank offered rate (LIBOR)-based lending facility,² and a commitment charge of 0.15% per year.³ The Asian Development Fund loan will have a 25-year term, including a grace period of 5 years, an interest rate of 2.0% per annum during the grace period and thereafter, and such other terms and conditions set forth in the draft loan agreement.⁴

10. The government intends to obtain a loan equivalent to \$175 million from the EIB. The loan will have a 25-year term, including a grace period of 5 years from the first disbursement, an interest rate to be fixed and/or floated for each of the tranches, and such other terms and conditions set forth in the agreement.

11. The financing plan is in Table 2.⁵ The government will finance the remaining local cost of \$125 million equivalent, or 15.5% of the total cost, including taxes and duties for expenditure

¹ Financing includes part of taxes and duties amounting to about \$53 million. The estimated expenditure is not excessive (10.5% of ADB loan resources) and will apply only with respect to ADB-financed expenditures.

² Interest includes a maturity premium of 10 basis points, based on the above loan terms and the government's choice of repayment option and dates.

³ Includes \$70 million equivalent from the subregional pool of the Asian Development Fund.

⁴ Loan Agreement (accessible from the list of linked documents in Appendix 2).

⁵ The Export-Import Bank of Korea has indicated its interest in contributing \$50 million equivalent of loan cofinancing to the procurement of diesel-electric locomotives. If such cofinancing becomes available, it will be on a parallel basis not administered by ADB.

financed by the EIB, land acquisition and resettlement, project management, and other miscellaneous costs. The government will provide the ADB loans and the EIB loan to Bangladesh Railway through the budgetary allocation in the form of a grant.

Table 2: Financing Plan

Source	Amount (\$ million)	Share of Total (%)
Asian Development Bank		
Ordinary capital resources (loan)	400.0	49.7
Special Funds resources (loan)	105.0	13.1
European Investment Bank	175.0	21.7
Government	125.0	15.5
Total	805.0	100.0

Source: Asian Development Bank.

A. Cost estimate by Expenditure Category and by Financier

Component	Total \$ million	Government		ADB		EIB	
		\$ million	[%]	\$ million	[%]	\$ million	[%]
A. Investment Cost							
1. Land acquisition and resettlement	87.50	87.50	100.0%	0.00	0.0%	0.00	0.0%
2. Civil Works	629.5	24.50	3.9%	430.00	68.3%	175.00	27.8%
Total Investment Cost (A)	717.00	112.00	15.6%	430.00	60.0%	175.00	24.4%
B. Recurrent Cost							
1. Project Management	3.75	3.75	100.0%	0.00	0.0%	0.00	0.0%
2. Construction Supervision Consultants	36.25	0.00	0.0%	36.25	100.0%	0.00	0.0%
Total Recurrent Cost (B)	40.00	3.75	9.4%	36.25	90.6%	0.00	0.0%
C. Contingencies							
1. Physical Contingency	13.00	1.50	11.5%	11.50	88.5%	0.00	0.0%
2. Price Contingency	10.00	1.50	15.0%	8.50	85.0%	0.00	0.0%
Total Contingencies (C)	23.00	3.00	13.0%	20.00	87.0%	0.00	0.0%
D. Financing charges	25.00	6.25	25.0%	18.75	75.0%	0.00	0.0%
Total (A+B+C+D)	805.00	125.00	15.5%	505.00	62.8%	175.00	21.7%

B. Cost estimate by Expenditure Category for ADB-loan

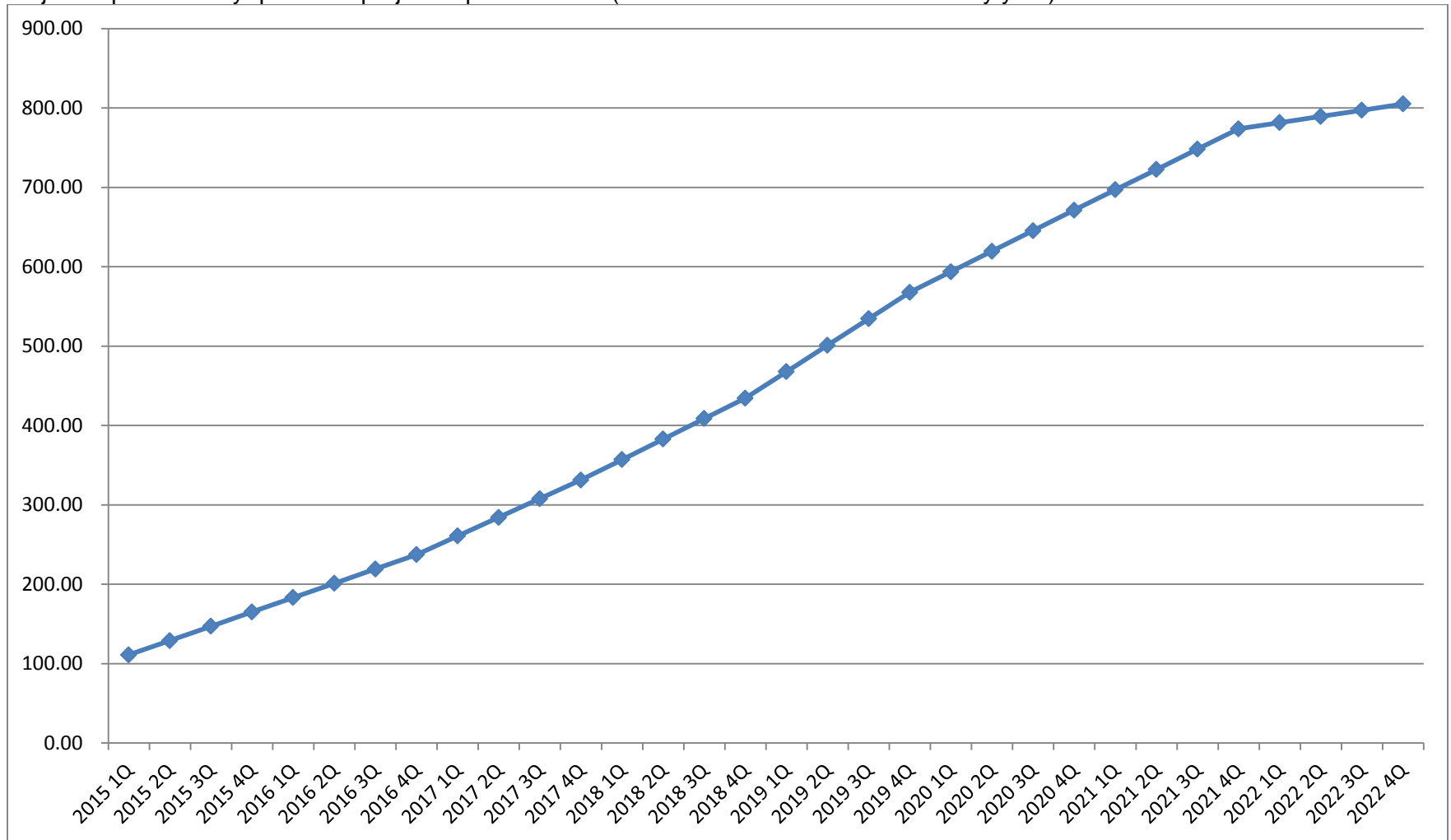
Component	Total \$ million	ADB		OCR-loan		ADF-loan	
		\$ million	[%]	\$ million	[%]	\$ million	[%]
A. Investment Cost							
1. Land acquisition and resettlement	87.50	0.00	0.0%	0.00	0.0%	0.00	0.0%
2. Civil Works	629.5	430.00	68.3%	370.00	58.8%	60.00	9.5%
Total Investment Cost (A)	717.0	430.00	60.0%	370.00	51.6%	60.00	8.4%
B. Recurrent Cost							
1. Project Management	3.75	0.00	0.0%	0.00	0.0%	0.00	0.0%
2. Construction Supervision Consultants	36.25	36.25	100.0%	0.00	0.0%	36.25	100.0%
Total Recurrent Cost (B)	40.00	36.25	90.6%	0.00	0.0%	36.25	90.6%
C. Contingencies							
1. Physical Contingency	13.00	11.50	88.5%	9.00	69.3%	2.50	19.2%
2. Price Contingency	10.00	8.50	85.0%	6.25	62.5%	2.25	22.5%
Total Contingencies (C)	23.00	20.00	87.0%	15.25	87.0%	4.75	0.0%
D. Financing charges	25.00	18.75	75.0%	14.75	59.0%	4.00	16.0%
Total (A+B+C+D)	805.00	505.00	62.8%	400.00	49.7%	105.00	13.1%

C. Cost estimate by Year

Component	Total \$ million	2015	2016	2017	2018	2019	2020	2021	2022
A. Investment Cost									
1. Land acquisition and resettlement	87.50	40.00	40.00	7.50					
2. Civil Works	629.5	65.00	78.00	78.00	94.50	125.00	95.00	94.00	
Total Investment Cost (A)	717.0	105.0	118.00	85.500	94.50	125.00	95.00	94.00	
B. Recurrent Cost									
1. Project Management	3.75	0.50	0.50	0.50	0.50	0.50	0.50	0.50	0.25
2. Construction Supervision Consultants	36.25	3.50	4.50	5.00	5.00	5.00	5.00	4.50	3.75
Total Recurrent Cost (B)	40.0	4.00	5.00	5.00	5.00	5.00	5.00	5.00	4.00
C. Contingencies									
1. Physical Contingency	13.00								13.00
2. Price Contingency	10.00								10.00
Total Contingencies (C)	23.00								23.00
D. Financing charges	25.00	2.00	2.75	3.00	3.25	3.25	3.50	3.50	3.75
Total (A+B+C+D)	805.00	111.00	125.75	94.00	103.25	133.75	104.00	102.50	30.75

D. Project implementation S-Curve

Project expenditure by quarter of project implementation (based on table C: Cost estimate by year):



E. Allocation and Withdrawal of Loan Proceeds

- **ADF Loan**

CATEGORY			ADB FINANCING
Number	Item	Amount Allocated USD (million)	Percentage and Basis for Withdrawal From the Loan Account
1	Works	60.00	9.5 percent of total expenditure claimed
2	Consulting Services	36.25	100 percent of total expenditure claimed
3	Financial Charge	4.00	100 percent of amount due
4	Unallocated	4.75	
	Total	105.00	

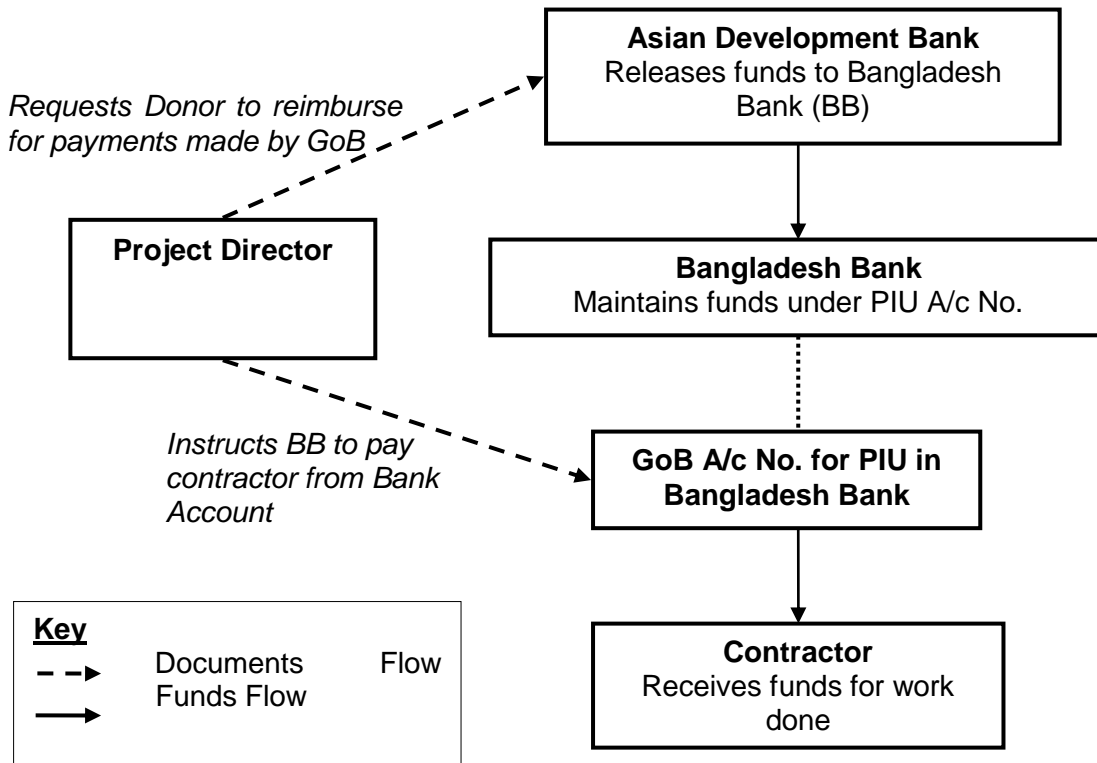
- **OCR Loan**

CATEGORY			ADB FINANCING
Number	Item	Amount Allocated USD (million)	Percentage and Basis for Withdrawal From the Loan Account
1	Works	370.00	58.8 percent of total expenditure claimed
2	Financial Charge	14.75	100 percent of amount due
3	Unallocated	15.25	
	Total	400.00	

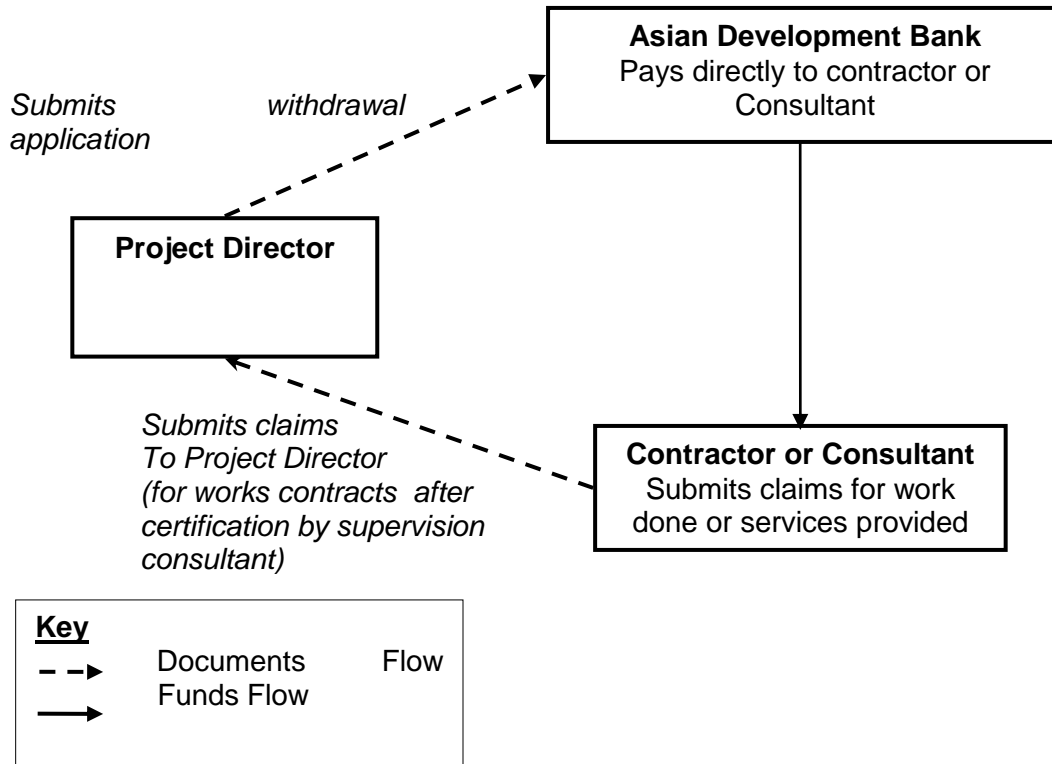
F. Fund Flow Diagram

12. The project adopts the direct payment procedure and the reimbursement payment procedure.

13. In case of reimbursement procedures adopted, the following diagram shows how the funds will flow from ADB and the Borrower to implement project activities.



14. In case of direct payment procedures adopted, the following diagram shows how the funds will flow from ADB to the government to implement project activities.



15. The funds flow arrangements for the EIB loan is shown in Attachment 4.

V. FINANCIAL MANAGEMENT

16. Financial management risks should be considered and updated throughout the life of the project. Risk mitigation measures should also be updated accordingly.

A. Financial Management Assessment

17. The financial management assessment (FMA) was conducted in accordance with ADB's Guidelines for the Financial Management and Analysis of Projects and Financial Due Diligence: a Methodology Note, and Technical Guidance Notes.⁶ The FMA assessed that the capacity is adequate in project financial accounting and in ADB disbursement procedures for BR. The capacity is being further strengthened through the Bangladesh Railway Reform Project.

18. BR's Accounts and Finance Department is headed by Additional Director General (Finance) or ADG (Finance). The Joint Director General/Finance (JDG/F) reports to the ADG (Finance) and is responsible for BR level budgeting, financial management, accounts and inspection, costing and regulation. Also reporting directly to ADG (Finance) are three Financial Advisor & Chief Accounts Officers (FA&CAO) who head the East Zone, West Zone and Projects. Projects are implemented by a project management unit headed by the Project Director, who is responsible for keeping all relevant records. The accounting responsibility of the projects lies with the office of the Financial Advisor and Chief Accounts Officer (Project), whose office is located in Dhaka. BR has sound accounting policies and procedures that allow for proper recording of project financial transactions including the allocation of expenditures in accordance with the respective components, disbursement categories, and sources of funds. Controls are in place for the proper preparation and approval of transactions. It has put in place various delegated authorities for review and approval of transactions. Cost allocations to the various funding sources are made accurately and in accordance with established agreements using separate project codes for each funding source. BR has document retention rules in place that ensure documents are retained for various number of years depending on the importance of the transaction, with retention periods varying from 3 yrs to permanent retention periods.

19. BR primarily follows cash basis of accounting, though some financial statements are also prepared based on commercial principles. Since July 2013, accounting statements are also prepared in accordance with International Accounting Standards through the ERP IT-System introduced under the Railway Reform Project (Loan 2317). For the purposes of reporting to ADB and the government and to meet audit requirements, Project Directors are required to prepare the annual Financial Statements and Notes in accordance with International Accounting Standards. They are also required to make monthly progress reports of their respective projects. BR's financial statements include Current Accounts, Monthly Accounts, Annual Financial Appropriation Accounts and Finance Accounts prepared on cash basis. Apart from these, BR also prepares a part of profit and loss accounts based on commercial principles.

20. There is currently no internal audit unit or audit committee in BR. However, the BR Code for the Accounts Department stipulates sufficient internal control measures that are designed to supplement the external audits conducted by C&AG for the revenue accounts and the government funded projects, and Foreign Aided Project Audit Directorate (FAPAD) for the donor funded projects. If BR has an internal audit function, regular and targeted internal checks and inspections could be carried out and this would significantly improve the control environment in

⁶ Available at: <http://www.adb.org/Documents/Others/FM-toolkit/Methodology-Note.pdf>, and Financial Management. See also Analysis of Projects Guidelines (2005): <http://www.adb.org/Documents/Guidelines/Financial/default.asp>.

BR. The audited financial statements for tranche 1 (Loans 2316 and 2317) under the Railway Sector Investment Program were received in 4 out of 5 years on time and were of an adequate quality and there were no audit observations that needed to be followed up on. For tranche 2, no audited financial statements were due yet, the first submission was due in December 2013. ADB was advised by FAPAD that the audited financial statements for tranches 1 and 2 will be submitted by the end of April 2014.

21. The FAPAD, which performs the audit of all donor funded development projects, including investments and technical assistance that are undertaken by BR. The audit responsibility of FAPAD is firstly to meet the audit requirement of the National Parliament, and secondly, as provided by their respective loan agreements, to meet the audit requirements of the development partners and to issue audit certificates within the schedule stipulated in the loan agreements.

22. BR has significant experience in managing funds for projects including those of ADB, other donors and the government. The FA&CAO, the deputy FA&CAO and Accounts Officers are all skilled and professionally qualified and holding degrees or Master degrees. Areas for possible enhancement include computerization of the systems and strengthening internal audit capacity. Enhancement is ongoing under the Railway Sector Investment Program.

B. Disbursement

23. The Loan proceeds will be disbursed in accordance with ADB's *Loan Disbursement Handbook* (2012, as amended from time to time),⁷ and detailed arrangements agreed upon between the government and ADB.

24. The reimbursement procedure or direct payment procedure will be adopted for disbursements of the ADB loans.

25. The EA will be responsible for (i) preparing disbursement projections, (ii) requesting budgetary allocations for counterpart funds, (iii) collecting supporting documents, and (iv) preparing and sending withdrawal applications to ADB.

26. Before the submission of the first withdrawal application, the borrower should submit to ADB sufficient evidence of the authority of the person(s) who will sign the withdrawal applications on behalf of the borrower, together with the authenticated specimen signatures of each authorized person. The minimum value per withdrawal application is US\$100,000, unless otherwise approved by ADB. Individual payments below this amount should generally be paid by the borrower and subsequently claimed to ADB through reimbursement. ADB reserves the right not to accept withdrawal applications below the minimum amount.

27. The EIB loan will be disbursed as described in **Attachment 4** and ADB does not administer disbursement of EIB loan.

C. Accounting

28. Bangladesh Railway will maintain, or cause to be maintained, separate books and records by funding source for all expenditures incurred on the project. BR will prepare project financial statements in accordance with the government's accounting laws and regulations

⁷ Available at: http://www.adb.org/Documents/Handbooks/Loan_Disbursement/loan-disbursement-final.pdf

which are consistent with international accounting principles and practices.

D. Auditing

29. BR will cause the project financial statements to be audited in accordance with International Standards on Auditing and with the Government's audit regulations, by an independent auditor acceptable to ADB. The audited project financial statements will be submitted in the English language to ADB within 6 months of the end of the fiscal year.

30. The annual audit report for the project financial statements will include audit opinions which cover (i) whether the project financial statements present a true and fair view or are presented fairly, in all material respects, in accordance with the applicable financial reporting framework; (ii) whether loan proceeds were used only for the purposes of the project or not; and (iii) the level of compliance for each financial covenant contained in the legal agreements for the project;. A management letter shall also be provided

31. Compliance with financial reporting and auditing requirements will be monitored by review missions and during normal program supervision, and followed up regularly with all concerned, including the external auditor.

32. The Government and BR have been made aware of ADB's policy on delayed submission, and the requirements for satisfactory and acceptable quality of the audited project financial statements.⁸ ADB reserves the right to require a change in the auditor (in a manner consistent with the constitution of the borrower), or for additional support to be provided to the auditor, if the audits required are not conducted in a manner satisfactory to ADB, or if the audits are substantially delayed. ADB reserves the right to verify the project's financial accounts to confirm that the share of ADB's financing is used in accordance with ADB's policies and procedures.

33. Public disclosure of the project financial statements, including the audit report on the project financial statements, will be guided by ADB's Public Communications Policy (2011) . After review, ADB will disclose the project financial statements for the project and the opinion of the auditors on the financial statements within 30, the Management Letter will not be disclosed.

VI. PROCUREMENT AND CONSULTING SERVICES

A. Advance Contracting

34. Management approved advance contracting on 2 July 2012 for the procurement of

⁸ ADB Policy on delayed submission of audited project financial statements:

- When audited project financial statements are not received by the due date, ADB will write to the executing agency advising that (i) the audit documents are overdue; and (ii) if they are not received within the next six months, requests for new contract awards and disbursement such as new replenishment of imprest accounts, processing of new reimbursement, and issuance of new commitment letters will not be processed.
- When audited project financial statements have not been received within 6 months after the due date, ADB will withhold processing of requests for new contract awards and disbursement such as new replenishment of imprest accounts, processing of new reimbursement, and issuance of new commitment letters. ADB will (i) inform the executing agency of ADB's actions; and (ii) advise that the loan may be suspended if the audit documents are not received within the next six months.
- When audited project financial statements have not been received within 12 months after the due date, ADB may suspend the loan

works, goods and related services. The government and BR have been informed that approval of any documents under advance contracting action does not in any way commit ADB to finance the ensuing project.

B. Procurement of Goods, Works and Consulting Services

35. All procurement of goods and works will be undertaken in accordance with ADB's *Procurement Guidelines* (2013, as amended from time to time). All contracts to be funded in whole or part by the EIB shall (i) be open to all Member States of the EU as well as the ADB member countries and (ii) be subject to EIB prior review in accordance with Annex 2 to the EIB Guide to Procurement.

36. All consultants will be recruited according to ADB's *Guidelines on the Use of Consultants* (2013, as amended from time to time).⁹ The Government has requested ADB to carry out the consultant selection on its behalf. The Government will carry out the contract negotiations and sign the contract.

37. The Outline Terms of Reference for the construction supervision consultant are in **Attachment 5** and the Outline Terms of Reference of the TA-Consultants are in **Attachment 6** and **Attachment 7**. The Outline Terms of Reference for the Management Support consultant is to be added as **Attachment 8**.

C. Procurement Plan

38. The procurement plan is in **Attachment 1**.

VII. SAFEGUARDS

39. Pursuant to ADB's Safeguard Policy Statement (SPS, 2009), ADB funds may not be applied to the activities described on the ADB Prohibited Investment Activities List set forth at Appendix 5 of the SPS.

A. Environment Safeguard

40. **Categorization.** The project is classified as category "B" in accordance with ADB's Safeguard Policy Statement (2009) as there are no environmentally sensitive features in the project area. Hence, an initial environmental examination (IEE) has been prepared and disclosed on the ADB website. The European Investment Bank (EIB) requires the preparation of an Environmental Impact Assessment (EIA) in accordance with requirements of the EIB Environmental and Social Handbook, 2013-Version 9.0. The project falls under the "red" category according to requirements of the Department of Environment (DOE), Ministry of Environment and Forests (MOEF), Government of Bangladesh (GOB), under the Environment Conservation Rules 1997 (amended 2002 and 2003). Accordingly an EIA report is required for securing an environmental clearance. To avoid duplication, preparation of multiple reports and potential confusion during implementation, one report has been prepared to meet the requirements of ADB, EIB as well as GoB.

⁹ Checklists for actions required to contract consultants by method available in e-Handbook on Project Implementation at: <http://www.adb.org/documents/handbooks/project-implementation/>

41. **Implementation of Environmental Management Plan (EMP).** The Project Implementation Unit (PIU) under BR will ensure that all environment safeguard requirements under the project will be implemented as required by the IEE, EMP and any additional requirements that maybe specified in the environmental clearance certificate. The EMP with detailed budget estimates is given in IEE report. Necessary clauses on implementation of environment safeguards will be included in the contract documents and the EMP from the final IEE report will be attached to the bidding documents. The contractors will be required to include the costs for implementing the environmental clauses and EMP in their bids.

42. The EMP is a plan for implementation and monitoring of environmental mitigation and enhancement measures during project construction and operation. Specific measures with details on location, time and responsible agency for implementation and monitoring is given in the EMP. Mitigation measures for implementation during the construction stage is implemented by the contractor and during operation stage by the PIU under BR. An Environment Safeguards Unit (ESU) will be created within BR to oversee implementation of environment safeguards in projects under BR. An Environmental Focal Person (EFP) from the ESU will be appointed to the PIU to oversee implementation of Environment Safeguards for the project. The Environmental Specialist of the Construction Supervision Consultants (CSC) will support the EFP to guide and monitor implementation of the EMP by the contractor. An EFP will be appointed at the site level under the CSC for conducting day to day monitoring of EMP implementation. An EFP will also be appointed by the contractor for each contract package to ensure proper implementation of the EMP. An initial coordination cum training workshop will be organized by the PMU with technical support from the CSC and ADB as necessary.

43. All required clearances such as the environmental clearance, tree cutting permit, permits for dredging etc. must be obtained by the PIU before the start of construction works.

B. Social Safeguard

44. **Involuntary Resettlement.** The project is classified as category “A” in accordance with ADB’s Safeguard Policy Statement (2009). One resettlement plan (RP) has been prepared. Details of compensation rates for the loss of land and structures, shifting assistance, income restoration assistance, and additional support provisions for the vulnerable groups are provided in the resettlement plans. Meaningful consultation and information disclosure during the preparation of RPs with the project displaced persons including land acquisition and compensation process and to general public through the ADB website were undertaken. If during implementation of the project, any modification or additional land requirement or involuntary resettlement impacts are identified, the existing RP will be updated or a new RP will be prepared in accordance with the applicable laws referred to in the RP, and prior approval of the ADB will be obtained before any further implementation of the relevant section of the project.

45. BR through PIU will (i) implement the project in accordance with the prepared resettlement plan; (ii) provide semi-annual progress reports on the implementation of the resettlement plan; (iii) ensure that all displaced persons should be paid compensation and assistance in accordance with the RP prior to the commencement of the civil works, (iv) ensure that the land should be made free of encumbrances and obstructions from the related section required to be handed over to the civil works contractor for and prior to commencement of construction thereof in accordance with the work schedule under the related civil works contract, and (v) establish efficient grievance redressal mechanism in accordance with the related RP to assist affected persons to resolve grievances and complaints if any in a timely manner.

46. **Impact on indigenous peoples.** The project is categorized as “C” per ADB’s Safeguards Policy Statement (2009). No impact was identified during project preparation stage.

C. Grievance Redress Mechanism.

47. The project specific grievance redress (GRM) mechanism will be established to receive, and facilitate the resolution of displaced people’s concerns, complaints and grievances about the social and environmental performance at the project level. The GRM will aim to provide a time bound and transparent mechanism to voice and resolve social and environmental concerns linked with the project. The project specific GRM is not intended to bypass the government’s own redress process, rather it is intended to address project affected people’s concerns and complaints promptly, making it readily accessible to all segments of affected persons and is scaled to the risks and impacts of the project. Hence, depending on the nature and significance of the grievances or complaints, the GRM will comprise procedures to address grievances at the project site level, PIU level, BR and the Grievance Redress Committee (GRC). Most serious complaints which cannot be addressed at the EA level will be forwarded to the respective GRC.

D. Monitoring and Reporting

48. Implementation of the EMP, RP, and social mitigation measures will be monitored internally by the PIU, and externally by the CSC.

49. **Environment Safeguard Monitoring.** Progress on the EMP implementation during construction on a monthly and quarterly basis will be maintained by the Contractor. Based on these records and spot checks of at least once a month by the PIU and CSC, environmental monitoring reports will be prepared and compiled on a quarterly basis. These quarterly monitoring reports will further be compiled into semi-annual reports and submitted to ADB by BR for disclosure on the ADB website. If there are any changes in the design or alignment or occurrence of unanticipated impacts, BR will inform ADB immediately. The EMP and IEE (if necessary) will be updated to account for the changes and submitted to ADB for review and approval. BR will provide necessary resources required to address any unanticipated impacts. During operations there will be continued monitoring by the ESU particularly on noise levels and environmental monitoring reports will be submitted to ADB on an annual basis.

50. **Social Safeguard Monitoring.** The internal monitor will be responsible for overall internal monitoring and evaluation of the project progress for resettlement implementation. The internal monitor will monitor and verify RP implementation to determine whether resettlement goals have been achieved, livelihood and living standards have been restored, and provide recommendations for improvement. The internal monitor will undertake semiannual monitoring during the RP implementation period. Monitoring will also ensure recording of displaced persons (DP) views on resettlement issues such as; DP’s understanding of entitlement policies, options, and alternatives; site conditions; compensation valuation and disbursement; grievance redress procedures; and staff competencies. The internal monitor will also evaluate the performance of the NGOs. The will report its findings simultaneously to BR and the reporting responsibility of monitoring to ADB lies with BR. The monitoring reports will be sent to ADB twice a year. Since the project will have significant adverse safeguard impacts, the resettlement specialist of the CSC will be the external monitor. An important function of the external monitoring expert is to advise BR on safeguard compliance issues. If significant non-compliance issues are identified, BR is required to prepare a corrective action plan to address such issues. BR will document monitoring results, identify the necessary corrective actions, and reflect them in a corrective

action plan. BR, in each quarter, will study the compliance with the action plan developed in the previous quarter. Compliance with loan covenants will be screened by BR.

VIII. GENDER AND SOCIAL DIMENSIONS

51. **Gender and development.** A Gender Action Plan (GAP) has been developed to ensure that mitigation and proactive gender mainstreaming activities are incorporated into the project design. The specific activities are detailed in the table below. To ensure that the GAP and other social concerns are addressed and complied with, the project implementation consultant will include a social development expert. The CSC will provide monitoring support and BR will be responsible for the overall implementation the GAP. Monitoring of the GAP will be reported to the ADB on a semi-annual basis along with other social safeguards issues.

52. The GAP is in **Attachment 3**.

53. **HIV/AIDS and Human Trafficking.** Based on the Poverty and Social Analysis, the proposed project does not anticipate a drastic rise in the incidence of HIV/AIDS as the project is built on existing corridor. However, given that the capacity of the corridor will increase, some HIV/AIDS prevention awareness measures have been integrated into the project design. These are integrated into the GAP and include: (i) awareness sessions conducted by the civil works contractor for their laborers at the construction and work sites, which will be monitored by the supervision consultant during project implementation; (ii) sexually transmitted diseases (STD) prevention and human trafficking information campaigns conducted by the NGO responsible for the Resettlement Plan implementation in the project influence area in collaboration with public health agencies and National AIDS Committee to disseminate information to the communities; (iii) the display of awareness-raising materials on STD and human trafficking, such as posters, in the rehabilitated train stations. The National Strategic Plan for HIV/AIDS 2011-2015 will provide guidance in the design of the awareness-raising sessions.

54. **Labor.** Men and women will be paid equally for equal work. Provisions are in the bidding documents for the contractors to ensure that all the civil works comply with core labor standards (e.g. no child labor; no bonded labor; no work discrimination regardless of gender, race, and ethnicity; and freedom of association and collective bargaining). BR shall cooperate with the relevant government agency to monitor the implementation of this clause. The CSC will monitor the implementation.

IX. PERFORMANCE MONITORING, EVALUATION, REPORTING AND COMMUNICATION

A. Project Design and Monitoring Framework

55. The design and monitoring framework is in **Attachment 2**.

B. Monitoring

56. **Project performance monitoring** The achievement of the project performance targets will be assessed following the design and monitoring framework. BR will establish a project performance management system for this project based on the existing project performance monitoring system for the Railway Sector Investment Program. Indicators to be monitored

include (i) the number of traffic before and after the implementation of the project; (ii) project implementation period; and (iii) the extent of due diligence of social and environmental safeguard measures completed during the project implementation. Progress will be monitored and reported by BR as required. These reports will provide information necessary to update ADB's project performance reporting system.¹⁰

57. **Compliance monitoring:** Regular monitoring of project implementation to ensure policies compliance will be conducted through ADB. As necessary, special loan administration missions and a midterm review mission will be fielded to ensure policy compliance. BR will monitor project implementation in accordance with the schedule and time-bound milestones, and keep ADB informed of any significant deviations that may result in not achieving the milestones.

58. **Safeguards monitoring.** Implementation of the EMP, RP, and social mitigation measures will be monitored internally by the PIU, and externally by the CSC. Details are found in **chapter Vii.D** above. BR will monitor project implementation in accordance with the schedule and time-bound milestones, and keep ADB informed of any significant deviations that may result in not achieving the milestones.

59. **Gender and social dimensions monitoring.** CSC will provide regular monitoring of gender (GAP) and social dimensions to ensure ADB's gender and other social related policies are met. As necessary, special loan administration missions and a midterm review mission will be fielded to ensure compliance of gender and other social related policies. BR will monitor project implementation in accordance with the schedule and time-bound milestones, and keep ADB informed of any significant deviations that may result in not achieving the milestones. The GAP implementation progress is included in regular reporting to ADB.

C. Evaluation

60. A project inception mission will be fielded soon after the legal agreements for the loan are declared effective; thereafter, regular reviews will follow at least annually. As necessary, special loan administration missions and a midterm review mission will be fielded, under which any changes in scope or implementation arrangement may be required to ensure achievement of project objectives. BR will monitor project implementation in accordance with the schedule and time-bound milestones, and keep ADB informed of any significant deviations that may result in the milestones not being met. Within 6 months of physical completion of the project, BR will submit a project completion report to ADB.¹¹

D. Reporting

61. BR will provide ADB with (i) quarterly progress reports in a format consistent with ADB's project performance reporting system; (ii) consolidated annual reports including (a) progress achieved by output as measured through the indicator's performance targets, (b) key implementation issues and solutions; (c) updated procurement plan and (d) updated implementation plan for next 12 months; and (iii) a project completion report within 6 months of completion of the TA loan. To ensure projects continue to be both viable and sustainable,

¹⁰ ADB's project performance reporting system is available at:

<http://www.adb.org/Documents/Slideshows/PPMS/default.asp?p=evaltool>

¹¹ Project completion report format available at: <http://www.adb.org/Consulting/consultants-toolkits/PCR-Public-Sector-Landscape.rar>

project accounts and the executing agency AFSs, together with the associated auditor's report, should be adequately reviewed.

E. Stakeholder Communication Strategy

62. Meaningful public consultation began in the project area as part of the feasibility study and has continued throughout the project preparation. Surveyed households perceive the socioeconomic benefits of the project as (i) improved access to socio economic services, (ii) increased employment opportunities, and (iii) improved rail transport services that will reduce poverty in the region. Meaningful public consultations will be carried out during the entire project cycle to ensure timely and adequate information is made available to the affected people. During project implementation meaningful communication will be continued through the GRM when there are complaints or grievances from affected people and other stakeholders. The GRC will include representatives from the local community and women.

X. ANTICORRUPTION POLICY

63. ADB reserves the right to investigate, directly or through its agents, any violations of the Anticorruption Policy relating to the Project.¹² All contracts financed by ADB shall include provisions specifying the right of ADB to audit and examine the records and accounts of the executing agency and all Project contractors, suppliers, consultants and other service providers. Individuals/entities on ADB's anticorruption debarment list are ineligible to participate in ADB-financed activity and may not be awarded any contracts under the Project.¹³ To support these efforts, relevant provisions are included in the loan agreement, regulations and the bidding documents for the Project. In particular, all contracts financed by ADB in connection with the Project shall include provisions specifying the right of ADB to audit and examine the records and accounts of BR, and consultants and other service providers, as they relate to the Project. The government will also assist ADB representatives' carrying out random spot checks on the work in progress and the utilization of funds for the Project. BR will follow norms prescribed in the Anti-Corruption Commission Act, 2004, which emphasizes on the prevention of misconduct. A further transparency measure is establishment of a publicly accessible project website within the existing BR website where the Borrower will disclose key project related information including costs, safeguards, and procurement.

XI. ACCOUNTABILITY MECHANISM

64. People who are, or may in the future be, adversely affected by the project may submit complaints to ADB's Accountability Mechanism. The Accountability Mechanism provides an independent forum and process whereby people adversely affected by ADB-assisted projects can voice, and seek a resolution of their problems, as well as report alleged violations of ADB's operational policies and procedures. Before submitting a complaint to the Accountability Mechanism, affected people should make a good faith effort to solve their problems by working with the concerned ADB operations department. Only after doing that, and if they are still dissatisfied, should they approach the Accountability Mechanism.¹⁴

¹² Available at: <http://www.adb.org/Documents/Policies/Anticorruption-Integrity/Policies-Strategies.pdf>

¹³ ADB's Integrity Office web site is available at: <http://www.adb.org/integrity/unit.asp>

¹⁴ For further information see: <http://compliance.adb.org/>.

XII. RECORD OF PAM CHANGES

65. All revisions/updates during course of implementation should be recorded and retained under this Section to provide a chronological history of changes to implemented arrangements recorded in this PAM.

Procurement Plan

Basic Data

Project Name: SASEC Railway Connectivity: Laksam–Akhaura Double Track Project	
Project Number: 46168-001	Approval Number:
Country: BANGLADESH	Executing Agency: Bangladesh Railway
Project Financing Amount: \$805 million ADB Financing: \$505 million Non-ADB Financing: \$300 million	
Date of First Procurement Plan: 30 September 2014	Date of this Procurement Plan: 30 September 2014

A. Process Thresholds, Review and 18-Month Procurement Plan

1. Procurement and Consulting Methods and Thresholds

1. Except as the Asian Development Bank (ADB) may otherwise agree, the following process thresholds shall apply to procurement of goods and works.

Procurement of Goods and Works		
Method	Threshold	Comments
International Competitive Bidding (ICB) for Works	\$2,000,000	
International Competitive Bidding for Goods	\$1,000,000 ¹	
National Competitive Bidding (NCB) for Works ²	Beneath that stated for ICB, Works	
National Competitive Bidding for Goods ²	Beneath that stated for ICB, Goods	
Shopping for Works	Below \$100,000	
Shopping for Goods	Below \$100,000	

Consulting Services	
Method	Comments
Quality and Cost Based Selection (QCBS)	

2. Goods and Works Contracts Estimated to Cost \$1 Million or More

The following table lists goods and works contracts for which the procurement activity is either ongoing or expected to commence within the next 18 months.

Package Number ⁵	General Description	Estimated Value	Procurement Method	Review (Prior / Post)	Bidding Procedure ⁶	Advertisement Date (quarter/year)	Comments ⁷
W-1	Double tracking of 72 km railway line including signaling and 11 Stations	\$513 million	ICB	prior	1S2E	Q3/2014	Large Works, no pre-qualification, no domestic preference

3. Consulting Services Contracts Estimated to Cost \$100,000 or More

The following table lists consulting services contracts for which the recruitment activity is either ongoing or expected to commence within the next 18 months.

Package Number	General Description	Estimated Value	Recruitment Method	Review (Prior / Post)	Advertisement Date (quarter/year)	Type of Proposal ⁸	Comments ⁹
C-1	Construction Supervision Consulting Services for W1	\$33.75 million	QCBS (90:10)	prior	Q3/2014	FTP	International Assignment
C-2	Consulting Service to access climate mitigation financing	\$400,000	QCBS (90:10)	prior	Q3/2014	STP	International Assignment
C-3	Consulting Service to enhance project implementation organization	\$600,000	Individual Consultants, 3 Packages	prior	Q4/2014	BTP	International Assignment
C-4	Consulting Service for Project Management Support	\$2.50 million	QCBS (90:10)	Prior	Q3/2014	FTP	National Assignment

4. Goods and Works Contracts Estimated to Cost Less than \$1 Million and Consulting Services Contracts Less than \$100,000 (Smaller Value Contracts)

None.

B. Indicative List of Packages Required Under the Project

The following table provides an indicative list of goods, works and consulting services contracts over the life of the project, other than those mentioned in previous sections (i.e., those expected beyond the current period).

Goods and Works							
Package Number ⁵	General Description	Estimated Value (cumulative)	Estimated Number of Contracts	Procurement Method	Review (Prior / Post)	Bidding Procedure ⁶	Comments ⁷
W-1	Double tracking of 72 km railway line including signaling and 11 Stations	\$513 million	1	ICB	prior	1S2E	Large Works, no pre-qualification, no domestic preference

Consulting Services							
Package Number	General Description	Estimated Value (cumulative)	Estimated Number of Contracts	Recruitment Method	Review (Prior / Post)	Type of Proposal⁸	Comments⁹
C-1	Construction Supervision Consulting Services for W1	\$33.75 million	1	QCBS (90:10)	prior	FTP	International Assignment; expected for advertisement Q3/2014
C-2	Consulting Service to access climate mitigation financing	\$400,000	1	QCBS (90:10)	prior	STP	International Assignment; expected for advertisement Q3/2014
C-3	Consulting Service to enhance project implementation organization	\$600,000	3	Individual Consultants	prior	BTP	International Assignment expected for advertisement Q4/2014
C-4	Consulting Service for Project Management Support	\$2.50 million	1	QCBS (90:10)	prior	FTP	National Assignment expected for advertisement Q3/2014

C. List of Awarded and On-going, and Completed Contracts

The following tables list the awarded and on-going contracts, and completed contracts.

1. Awarded and Ongoing Contracts

None.

2. Completed Contracts

None.

D. Non-ADB Financing

The following table lists goods, works and consulting services contracts over the life of the project, financed by Non-ADB sources.

None.

E. National Competitive Bidding

1. General

The procedures to be followed for national competitive bidding shall be those set forth for the National Open Tendering Method in the Government's *Public Procurement Rules, 2008*

(as updated and issued pursuant to the Bangladesh *Public Procurement Act, 2006*) with the clarifications and modifications described in the following paragraphs required for compliance with the provisions of the Procurement Guidelines.

2. Advertising

Bidding of NCB contracts estimated at \$500,000 or more for goods and related services or \$1,000,000 or more for civil works shall be advertised on ADB's website via the posting of the Procurement Plan.

3. Anti-Corruption

Definitions of corrupt, fraudulent, collusive and coercive practices shall reflect the latest ADB Board-approved Anti-Corruption Policy definitions of these terms and related additional provisions (such as conflict of interest, etc.).

4. Location of Bid Submission

Submission of bids to 'primary' and 'secondary' locations, or 'multiple droppings' of bids, shall not be required or allowed. Advertisements and bidding documents shall specify only one location for delivery of bids.

5. Rejection of All Bids and Rebidding

Bids shall not be rejected and new bids solicited without ADB's prior concurrence.

6. Member Country Restrictions

Bidders must be nationals of member countries of ADB, and offered goods must be produced in member countries of ADB. All contracts to be funded in whole or part by the EIB shall be open to all Member States of the EU as well as the ADB member countries.

7. Lottery

A lottery system shall not be used to determine a successful bidder, including for the purpose of resolving deadlocks.

8. Qualification Requirements

A successful bidder must be determined by an assessment process that shall include the application of qualification requirements to all bids.

9. Rejection of Bids

A bid shall not be rejected on the grounds that its bid price is not within a percentage range above or below the contract estimate.

DESIGN AND MONITORING FRAMEWORK

Design Summary	Performance Targets and Indicators with Baselines	Data Sources and Reporting Mechanisms	Assumptions and Risks ^a
<p>Impact</p> <p>Improved domestic and subregional trade-flow and passenger movement in Bangladesh</p>	<p>By 2025</p> <p>Volume of exports and imports using the railway system (measured by the number of containers transported between Dhaka and Chittagong) increased by 15% (2012 baseline: 67.200)</p> <p>Movement of people between Dhaka and Chittagong (measured by passenger-kilometer in the first full year of operation) increased to 2,910 million (2012 baseline 2,390 million)</p>	<p>Bangladesh Railway operations records</p> <p>Bangladesh Railway operations records</p>	<p>Assumptions</p> <p>Economic growth maintained</p> <p>Import and export processes and procedures in Chittagong Port are streamlined and investments in improving the port capacity are made.</p> <p>Capacity of Inland Container Depots around Dhaka strengthened.</p>
<p>Outcome</p> <p>Improved railway transport system in Bangladesh</p>	<p>By 2022</p> <p>Number of daily passenger trains from Dhaka to Chittagong increased to 17 (2013 baseline: 14 trains per day and direction)</p> <p>Journey time of trains between Akhaura and Laksam reduced by 20% (2013 baseline: 77 minutes)</p>	<p>Bangladesh Railway operations records</p> <p>Bangladesh Railway operations records</p>	<p>Assumptions</p> <p>Additional rolling stock for Bangladesh Railway is in operation.</p> <p>Maintenance capacity in Bangladesh Railway is maintained at least at the current level.</p>
<p>Outputs</p> <p>1. Upgraded railway infrastructure</p>	<p>By 2022</p> <p>72 kilometers of new railway lines double-tracked in accordance with Trans Asia Railways standards</p> <p>Signaling and interlocking modernized in 11 stations</p> <p>11 stations reconstructed with integrated elderly, women, children, and disabled-friendly design features</p>	<p>Progress reports by Bangladesh Railway</p> <p>Progress reports by Bangladesh Railway</p> <p>Progress reports by Bangladesh Railway</p>	<p>Assumptions</p> <p>Key construction materials and equipment are available.</p> <p>Government approvals including counterpart funds are on time.</p> <p>Risk Political unrest delays construction works.</p>

Design Summary	Performance Targets and Indicators with Baselines	Data Sources and Reporting Mechanisms	Assumptions and Risks^a
2. Improved capacity of Bangladesh Railway in project management and implementation	<p>20 Bangladesh Railway staff trained in procurement, contract management, and project management</p> <p>20 Bangladesh Railway staff trained in elderly, women, children, and disabled-friendly design strategies for railway stations</p> <p>Project is implemented on time and within budget.</p>	<p>Progress reports by Bangladesh Railway</p> <p>Progress reports by Bangladesh Railway</p> <p>Progress reports by Bangladesh Railway</p>	<p>Assumptions</p> <p>Sufficient number of counterpart staff for project implementation is available.</p> <p>Trained staff retained in the project implementation unit.</p>
3. Improved project implementation unit in Bangladesh Railway	<p>Project implementation unit is strengthened, restructured, and established on a permanent basis.</p> <p>Application documents for access to climate mitigation funds prepared and baseline established.</p>	<p>Progress reports by Bangladesh Railway</p> <p>Progress reports by Bangladesh Railway</p>	<p>Assumptions</p> <p>Sufficient counterpart funds for staff and data collection are available.</p> <p>Sufficient number of permanent posts is available for project implementation unit.</p>

Activities with Milestones	Inputs
<p>1. Upgraded railway infrastructure</p> <p>1.1 Completed resettlement plan and initial environmental examination by 2014</p> <p>1.2 Award construction supervision consultant contract and mobilize by 2015</p> <p>1.3 Award civil works contract by 2015 and complete by 2021</p> <p>2. Improved capacity of Bangladesh Railway in project management and implementation</p> <p>2.1 Identify staff for training on procurement, contract management, and asset management by 2015</p> <p>2.2 Complete training by 2016</p> <p>3. Improved project implementation unit in Bangladesh Railway</p> <p>3.1 Establish permanent project implementation unit by 2016</p> <p>3.2 Prepare application documents for access to climate mitigation funds and collect baseline data by 2018</p>	<p>Loan</p> <p>ADB: \$505 million</p> <p>Technical Assistance Grant</p> <p>ADB Technical Assistance Special Fund (TASF-V): \$600,000</p> <p>Cofinancing</p> <p>European Investment Bank: \$175 million</p> <p>Nordic Development Fund: \$400,000</p> <p>Counterpart</p> <p>Government: \$125 million</p>

ADB = Asian Development Bank.

Source: Asian Development Bank.

GENDER ACTION PLAN

Activity	Performance Targets / Indicators	Responsibility	Timeframe
Output 1. Upgraded railway infrastructure			
1.1 Integrate elderly-women-children-disabled (EWCD)-friendly features in the designs of the 11 project-reconstructed railway stations as well as the 2 Bangladesh Railway (BR) staff housing units	<p>(a) 11 railway stations rehabilitated by the project equipped with:</p> <ul style="list-style-type: none"> • separate toilets and ablution/prayer facilities for male and female passengers • separate prayer spaces for women and men; and • lighted waiting rooms • disability-friendly access features¹⁵ <p>(b) BR residential buildings include separate dormitories and facilities for men and women¹⁶</p>	<p>Implemented by contractor</p> <p>Monitored by PIU and CSC</p>	<p>Q2 2015 to Q2 2020</p>
1.2 Conduct public preventative STD, human trafficking awareness-raising sessions and women personal security and safe mobility for communities around the targeted railway corridors and stations	<ul style="list-style-type: none"> • Conduct at least 10 STD¹⁷, human-trafficking and women personal security and safe mobility awareness sessions. • At least 500 community members [Target: 40% women] living around the railway lines participate in Public Awareness sessions described above [10, with estimated 50 participants/each]. • At least 20 STD and human trafficking preventative awareness billboards and signs are set up in strategic places along the railway corridors prior the start of construction activities • At least 4 STD and human trafficking preventative awareness billboards and signs posted in each rehabilitated stations once construction is completed 	<p>Implemented by INGO</p> <p>Implemented by CSC</p> <p>All targets monitored PIU/CSC</p>	<p>Q2 2015 to Q2 2020 (construction)</p> <p>Q2 2018-onwards (construction completed)</p>
1.3 Conduct preventative STD sessions for contractors	<ul style="list-style-type: none"> • All contractors and their employees receive training on STD 	<p>Implemented by contractor</p> <p>Monitored by PIU and CSC</p>	<p>Q2 2015 to Q2 2020</p>

¹⁵ Including entry/exit gates and foot-over-bridges equipped with ramps, dedicated drop-off and pick-up points and parking space as well as ticket booths at suitable height for wheelchair users

¹⁶ These include bathrooms, toilets, game rooms and ablution/prayer facilities.

¹⁷ For HIV/AIDS and STD, when applicable using good practice tools and materials endorsed by the National AIDS/STD Programme (NASP)

Activity	Performance Targets / Indicators	Responsibility	Timeframe
1.4 Monitor the employment of women and those from surrounding communities, as skilled and unskilled workers in the construction and rehabilitation of railways and stations, ensuring equal pay for work of equal value	<ul style="list-style-type: none"> Payroll with names, sex, work done, working period, and wages received, made available for inspection by PIU 	Implemented by contractor Monitored by PIU/CSC	Q2 2015 to Q2 2020
1.5 Ensure that construction activities abide by core labor standards ¹⁸	<ul style="list-style-type: none"> Bidding documents and contracts contain provisions on core labor standards Report incidents of non-compliance 	Implemented by contractors. Monitored by PIU/CSC	Q2 2015 to Q2 2020
1.5 Ensure that project-affected women receive fair compensation, livelihood training, and assistance in relocating	<ul style="list-style-type: none"> All affected women who receive compensation have bank accounts in their names or jointly with their husbands All affected households with female or elderly heads receive additional assistance One member of each vulnerable household participates in livelihood skills training (with 30% female participation), 	Conducted by INGO; Monitored by PIU and CSC	Q4 2014 to Q2 2016
Output 2. Improved capacity of BR in project management and implementation			
2.1 Build capacity of BR in integrating EWCD - inclusive rail design and components	<ul style="list-style-type: none"> At least 20 BR staff trained in integrating EWCD-friendly features in rail design and components 	Conducted by CSC Monitored by PIU	Q2 2015 to Q2 2020
2.2. Assess and make recommendations to improve BR's capacity in mainstreaming EWCD –friendly features in its operations	<ul style="list-style-type: none"> Customer Satisfaction Survey carried out on: EWCD design features, security and safety of (rehabilitated) Train Stations and quality of BR services, upon completion of rehabilitation of three Railway Stations [Target: 50% women respondents]. BR Management and Staff Discussions carried out to reflect on the results of the Customer Satisfaction Survey Recommendations to mainstream Customer Satisfaction Survey and BR Management and Staff feedback in future railway designs 	Conducted by CSC Monitored by PIU	Q3 2018 to Q2 2020

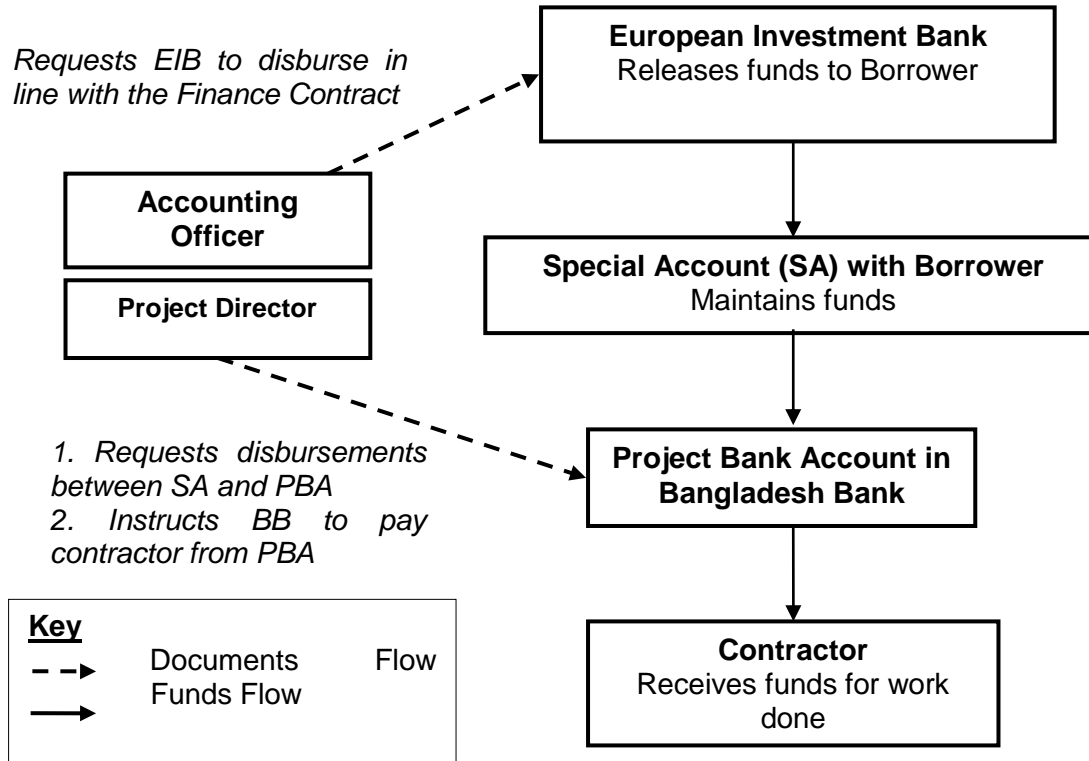
BR = Bangladesh Railway; CSC = Construction Supervision Consultant; ECWD = elderly, women, children and disabled; INGO: Implementing Non-Governmental Organization; NASP = National AIDS/STD Program; PIU = Project Implementing Unit; STD = Sexually Transmitted Disease

¹⁸ i.e.: equal wages for work of equal value, prohibition of child labor, no bonded labor; no work discrimination regardless of gender, race, and ethnicity; and freedom of association and collective bargaining

EIB Disbursement Procedures

1. **Funds Flow.** The figure below shows how EIB funds are expected to flow for the Project.

Fig 1. Fund Flow Diagram



2. **Special Account.** The Borrower shall open a Special Account (SA) in currency or currencies and location to be agreed with the EIB. The SA shall be used exclusively for the purposes of receiving the proceeds of the EIB loan (the “loan”) and for disbursing for “eligible expenditures” under the loan, as defined in the Finance Contract (FC) between the Government of Bangladesh and EIB. The SA shall remain in place until the final disbursement under the loan. Upon fulfilment of all the conditions of first disbursement established in the FC, the Borrower may request a disbursement in the amount and in the format as defined in the FC.

3. From time to time, and having fulfilled any subsequent conditions of disbursement established in the FC, the Borrower may request further disbursements in the amount and in the format as defined in the FC. The amount of the first and subsequent disbursements is expected to be in the range of USD10-20 million equivalent. The disbursements under the loan to the SA are expected to follow the physical progress of work and related expenditure under the Project, with the SA maintaining, at any time, a float equal to no more than the forecast of the Bank’s share of the following six months’ of eligible expenditures. An “Accounting Officer” of the Borrower, whose name shall be communicated to the EIB when submitting the first disbursement request, shall be authorized to make disbursements from the SA to the Project Bank Account as further described below.

4. The SA shall be subject to the same accounting and auditing arrangements as defined in Section V. C and D of this document.
5. **Project Bank Account.** Bangladesh Railways, the Promoter, shall open a Project Bank Account (PBA) in currency or currencies and location to be agreed with the EIB. The PBA shall be used exclusively for the purposes of receiving only the proceeds of the loan through the SA, and for making only payments for eligible expenditures. The PBA shall remain in place until the final payment for an eligible expenditure. After the first disbursement by the EIB into the SA, the Project Director may request from the Accounting Officer a disbursement from the SA to the PBA, subject to the Promoter meeting any conditions and in the amount and format as may be defined in a Grant Agreement (GA) to be agreed between the Borrower and Promoter. From time to time, and having fulfilled any subsequent conditions of disbursement established in the GA, the Project Director may request further disbursements from the SA to the PBA in the amount and in the format as may be defined in the GA.
6. The Project Director may authorise the use of the PBA to pay, in whole or in part, the bills that may be raised from time to time by the providers of works, goods and services forming part of the eligible expenditures. The Promoter shall agree with the EIB the rate of application of EIB funds to a particular contract or group of contracts which may reach up to 100%.
7. The PBA shall be subject to the same accounting and auditing arrangements as defined in Section V. C and D of this document.

Outline Terms of Reference for the Construction Supervision Consultants

Construction of double line and upgrade of existing rail line from Akhaura to Laksam

A. Background:

A.1 Akhaura-Laksam, being a part of Dhaka-Chittagong railway corridor, is a part of Trans-Asian Railway Network, SASEC, SAARC & BIMSTEC corridors in Bangladesh. At present Dhaka-Chittagong railway corridor is the most important railway corridor in Bangladesh. By the year 2018 total Dhaka-Chittagong corridor will be double tracked except Akhaura-Laksam section which will become the bottleneck of this corridor. The existing meter gauge track of Akhaura-Laksam section is in deplorable condition which needed to be up-graded to broad gauge standard following the vision of the Railway Master Plan. So, "Construction of double line and upgrade of existing rail line between Akhaura and Laksam" is essential.

A.2 Under ADB's TA-Loan-2688-BAN(SF), the Subregional Transport Project Preparatory Facility (RCIP), a design-project is going on for 7(seven) projects. Feasibility study, detailed design and tendering services of the said project were carried out against RCIP. The investment project will be funded by Asian Development Bank (ADB), European Investment Bank (EIB) and Government of Bangladesh (GOB). Hence, the project will be guided by the guidelines of ADB, EIB and GOB.

B. Objectives

B.1 The objective of the Consultancy Service is to ensure that the Bangladesh Railway (BR) will have a level of construction supervision expertise necessary to ensure that the construction of the projects is carried out in an economical and efficient manner consistent with internationally accepted standards and practices, and in a manner which satisfies the specific requirements of the BR.

C. Scope of Work

C.1 The Bangladesh Railway through their nominated representative, Project Director and support staff, shall work in close coordination with the Consultant with regards to the management, administration and construction supervision of the 'Construction Contract Documents' (CCD), including any technical support associated with approval of contractor submissions, and proposed design modifications as well as for overall testing and inspection of the Works. This interaction between the parties shall facilitate the transfer of technology, of management and administrative techniques, as well as technical knowledge related to the construction, operation and maintenance of the new facilities.

C.2 The scope of the services provided by the Consultant shall include all the services required from the Engineer as presently outlined and defined in the current CCD, except those duties retained by the Client and specifically identified as such in the CCD. The Client shall, prior to commencement of work by the Consultant designate in writing that the Consultant shall have the authority of the Engineer with respect to CCD; and that he shall have the required authority to discharge those duties as defined in CCD and as generally described hereinafter. In the text to follow, the Consultant shall be referred to as "the Engineer".

C.3 The Consultant shall comply with the requirements for the Engineer of CCD and in particular, the requirement to obtain the specific approval of the Client in writing before taking any actions requiring such prior approval.

C.4 The services to be provided by the Engineer shall be carried out by qualified project engineers, design engineers, resident engineers, Inspectors and technicians who are competent in the general type of work required, and who are competent and experienced in their own specific assignment or position on the Project.

C.5 The services to be provided by the Engineer shall cover the following categories:

Part 1: Contract Management, Administration and Planning;

Part 2: Technical Support;

Part 3: Construction Supervision, Testing and Inspection;

Part 4: Environmental Aspects;

Part 5: Gender and Other Social Aspects;

Part 5: Resettlement Aspects.

Part 6: Defect Liability Period

D. Part 1: Overall Project Management, Administration, and Planning

D.1 The management, administration and planning of the Works shall be under the direction of the Project Manager and shall be carried out by qualified engineering specialists and office support staff. The tasks shall consist of the following:

- i. Control and approval of the Quality Assurance System and Procedure/methodology prepared by the Contractor, based on the Contractor's schedule, as well as establishment of a detailed and computerized Construction Scheduling and Cost Control System;
- ii. Initial preparation of a detailed project schedule in bar chart form and critical path showing all of the major activities and the critical links with the activities for the implementation of the whole Project;
- iii. Verify project schedule and detailed work plan submitted by the Contractor, Identify critical path and ensure timely completion of project by re-scheduling the work plan, if required;
- iv. Periodic and regular updating of the project schedule to monitor the actual vs. planned progress of the work and the inclusion of these updated schedules in the monthly reports;
- v. Advising the Client on possible ways to accelerate the scheduled completion of the Work and/or reduce costs where appropriate; and in a manner consistent with the overall contractual arrangement between the parties, to provide the same type of advice to the Contractor;
- vi. Establishment and monitoring the implementation of guidelines for the appropriate environmental protection measures and procedures to be undertaken by the Contractor in accordance with the requirements as set out in CCD;
- vii. Convening of weekly working meetings in site with the Contractor which shall include the senior personnel of both the Contractor and the Engineer. These meetings will be held to discuss the day-to-day construction activities, to review the progress of the Work, and to resolve any problems, including changes to the work plan, supply of materials, quality control and compliance with the Specifications. The Client may attend the weekly meetings, and the Engineer shall take minutes of the meetings and provide copies to the Contractor and the Client;
- viii. Convening of monthly progress review meeting in Main Office with the Contractor and the Client;

- ix. Attendance and participation of the Engineer in any periodic meetings called by the Client involving the Project Steering Committee, Project Implementation committee, Financing Agencies, and Others, including the Contractor;
- x. Provision of timely notification and documentation of any changes or conditions that may have an impact on the project schedule and/or budget, and including recommendations on the relevant measures that could be taken to mitigate any negative impact;
- xi. Reviewing and processing for submission to the Client for his approval, all contract documentation with respect to interim and final payment certificates;
- xii. Preparation of the Certificate of Completion for the Work or any significant part or parts thereof as provided for under CCD;
- xiii. Management and coordination of the takeover of the east side, review and turnover of operations and maintenance manuals submitted by the Contractor and/or individual suppliers;
- xiv. Prepare project brief or status paper time to time as per requirement of the client or donor agencies.
- xv. Preparation of detailed monthly reports, including charts, describing the construction activity, progress of the work including the supply of materials being manufactured or produced, current costs and cost projection to completion, problems solved and current problems that remain unresolved, and any matters of an urgent nature requiring a decision by the Client and/or Financing Agencies;
- xvi. Providing timely notification to the Client of any necessary actions with regards to the Client's duties and obligation in relation to permits, customs arrangements, approvals, relations with other agencies, coordination of commonly used facilities, provision of the Site and associated facilities, and any contractual commitment on the part of the Client to provide transport services to the Contractor under the terms of the Contract;
- xvii. Advise the Client the adequacy of the Contractor's insurance policies, performance bonds, indemnities, and ownership or rights to construction plant and equipment required for the Contract;
- xviii. Maintain close coordination with the Contractor, Employer and consulting team regarding railway operation management during upgradation of existing line and linking new track with the existing one;
- xix. Monitoring the Contractor's activities to ensure that there is full compliance with the overall contract requirements for protection of the environment, including waste management, and to maintain a proper record of such activity for inclusion in the monthly reports. ;
- xx. Monitoring the Implementing NGO's activities to ensure that there is full compliance with the requirements of resettlement Plan and to collect all necessary records and to review semi-annual and annual reports prepared by INGO and to review semi-annual and annual reports prepared by INGO;
- xxi. Handling of construction disputes under the terms of the Contract;
- xxii. carrying out any other duties required under CCD;
- xxiii. Review and turnover of the Contractor's "as built drawings";
- xxiv. commissioning of the Works

E. Part 2: Technical Support

E.1 The Engineer shall provide sufficient qualified staff to carry out the necessary technical support for the proper execution of CCD. The staff shall be under the direction of the Project Manager and the tasks to be carried out shall include the following, but not limited to:

- i. review of Contractor designs and shop drawings and approve those after discussion with the Client;
- ii. take advance action where GIBR (Government Inspector of Bangladesh Railway) approval is required;
- iii. review of Contractor's proposed design modifications (including related specifications) for the execution of the Work and assess the impact of such modification on project schedule and budget. Consultant shall identify the relevant measures that could be taken to mitigate any negative impact and check whether the proposed modification is technically sound and viable. These modifications are to be timely notified to the client and if they have impact on the project schedule and/or budget and the environment then the prior approval of client is required.
- iv. review of detailed design of signalling and interlocking system submitted by the Contractor and the proposal will have to be submitted with recommendation to the Client for approval. Timely notify to the client if any modification is required in the design of signalling and interlocking system and the impact of such modification on the project schedule and/or budget. Such modifications will require prior approval of client.
- v. providing the necessary technical input with respect to the Engineer's review on the Contractor's proposed construction methodology, project procedure manual including erection procedures and sequences;
- vi. providing the necessary technical input with respect to the Engineer's review on various test results, both on and off the site;
- vii. monitoring the site conditions and providing the necessary technical input with respect to any changed conditions;
- viii. ensure the safety of train operation and put it as 1st priority;
- ix. ensure coordination among site construction works for overall implementation of the project timely ensuring quality, cost control and safety;
- x. making recommendations to the Client with respect to design changes or modifications which could accelerate the completion of the work and/or result in cost savings;
- xi. provide the necessary technical input with respect to the Engineer's review of the O&M manuals submitted by the Contractor and Others;
- xii. provide the necessary technical input with respect to testing and commissioning of the work; and
- xiii. provide technical evaluation of the project after completion of defect liability period.

F. Part 3: Construction Supervision, Testing & Inspection

F.1 The Engineer shall provide necessary resident engineers, Inspectors, field staff including office support staff for the direct supervision of the Contractor under CCD, including all required field and laboratory testing, site inspection and supervision. The resident staff shall be under the direction of the Resident Engineer and overall monitored by the Project Manager. The tasks of supervision consultants to be carried out shall include the following, but not limited to:

- i. the establishment of the basic survey control and the carrying out of all necessary control and check surveys, carry our Joint pre-construction survey with the Contractor for quantity determination which are the responsibility of the Engineer under the terms of the CCD;
- ii. the carrying out of all necessary inspection and testing of materials utilized directly and/or manufactured for use in the temporary or permanent Works;
- iii. inspect the work or test as requested by the Contractor through RFI (request for Inspection) but the Consultant's visit to site shall not be limited within RFIs. Failure of timely submission of RFI does not make the Consultant free from his supervision duty;

- iv. review of test results done by the Contractor and execution of independent testing to ensure satisfactory performance of the Contractor and the execution of the Project in accordance with the CCD and sound engineering practices;
- v. checking and testing of sources of materials and machinery proposed for use in the temporary and permanent Works;
- vi. the supervision and monitoring of the Contractor's implementation of Environmental Management Plan as of the CCD;
- vii. the review and approval of all construction work plan & schedule, methods and procedures, including specific erection methods and sequences;
- viii. checking of shop and/or working drawings produced or submitted by the Contractor as necessary for the proper execution of the temporary and permanent Works;
- ix. checking of construction and erection schemes/proposals proposed by the Contractor to be implemented in the execution of the CCD;
- x. the interim measurements, checking and recording of the interim measurements of quantities of the Works completed to assess and issue appropriate interim payments in accordance with CCD as well as to assess progress achieved;
- xi. supervision of all site investigations undertaken by the Contractor, either as required under the Terms of the CCD or as otherwise necessitated for the proper execution of the Works;
- xii. issuing of all necessary instructions to the Contractor as required under the terms of the CCD;
- xiii. issuing of all necessary instructions with respect to emergency measures and protection of the Works;
- xiv. evaluation and determination with respect to any changed conditions such as foundation conditions, the suitability of designated materials or the optimization of the design;
- xv. acceptance or rejection of the work or any part thereof as constructed by the Contractor in accordance with CCD;
- xvi. issuing of instructions to the Contractor with respect to the carrying out of on-site or off-site tests and the recording of the same, including the supervision and verification of such tests; and
- xvii. detailed recording of all construction activity and test results;
- xviii. Maintain close coordination with the Contractor, the Client, operation related officials of BR and consulting team regarding railway operation management during upgradation of existing line and linking new track with the existing one;
- xix. preparation and submission of Project Completion Report along with completion drawing within three months of the completion of the Works;

G. Part 4: Environmental Aspects

G.1 The scope of works under this aspect includes:

- i. Review the Initial Environmental Examination (IEE) including the EMP prepared for the project to understand the environmental issues in the project area and mitigation and monitoring requirements of the project;
- ii. Update the EMP if there are any changes in the project sites or environmental conditions to incorporate all new environmental issues and mitigation measures;
- iii. Prepare monitoring checklists for periodic monitoring (as necessary) of EMP implementation by the contractor;
- iv. Conduct coordination cum training, workshop/meeting with participation from BR and the contractors on the requirements of the ADB SPS (2009), EIB and DOE's environmental safeguard requirements and implementation of the EMP;

- v. Monitor implementation of the EMP by the contractor on a periodic basis (as necessary) and in doing so complete the monitoring checklists;
- vi. Provide on the job or onsite technical advice to the contractors where necessary while implementing the EMP;
- vii. Prepare Environmental Monitoring report/ Due Diligence Report semi-annually and as and when necessary for submission to BR, Asian Development Bank (ADB) and European Investment Bank (EIB);
- viii. Disclosure of Environmental issues and group focused consultation during construction;
- ix. Facilitate consultations between the contractor and local people or other relevant agencies and address grievances (if any) when necessary;
- x. Maintain a copy of all environment related statutory clearances required for implementation of the project and EMP.

H. Part 5: Gender and Other Social Aspects

H.1 Some activities of the Gender Action Plan (GAP) are to be implemented directly by the Consultants, while other activities will be only monitored. The scope of works under this aspect thus includes:

- i. Review the Gender Action Plan including other social aspect mitigation plan prepared for the project to understand the gender issues in the project area and mitigation and monitoring requirements of the project following ADB's Safeguard Policy Statement (SPS, 2009) and The EIB Statement of Environmental and Social Principles and Standards 2009;
- ii. Conduct coordination cum training, workshop/meeting with participation from BR and the contractors on the requirements and implementation of the Gender Action Plan and other social aspects;
- iii. Implement the following GAP activities:
 - During project construction:*
 - (a) Conduct training for BR staff on the integration of elderly-women-children-disabled (EWCD) friendly features in rail designs and operations;
 - Upon completion and operation of the first rehabilitated stations:*
 - (b) Conduct a Customer Satisfaction Survey on EWCD design features and services and recommendations [50% women among those surveyed]. The survey should include data on passenger profile including their sex and purpose of train use.
 - (c) Conduct a brief assessment with recommendations on how to improve BR's capacities in mainstreaming EWCD features and services and female passenger safety based on the results of the Customer Satisfaction Survey and consultations with BR staff and management.
 - (d) Prepare and post HIV/AIDS, health awareness and human trafficking signs in the rehabilitated stations.
- iv. GAP activities to be monitored and reported on by the Supervision Consultant:
 - (a) the integration by the Contractor of EWCD-friendly features in the rehabilitated stations and residential buildings;
 - (b) the implementation by the implementation NGO (INGO, see part 5 below) of gender-segregated awareness sessions on HIV/AIDS, trafficking and other relevant health issues for communities along the targeted railways stations and corridor;
 - (c) The posting of HIV/AIDS and other relevant health concerns awareness signs in strategic places along the railway corridors during construction.
 - (d) the implementation of STI and HIV/AIDS prevention sessions by all contractors for their employees;

- (e) the employment of women in construction activities (report on names, work done working period and wage received);
- (f) Compliance with core labor standards¹⁹ during construction activities (ensure provisions are in bidding documents/contracts and monitor during implementation of physical activities).
- v. Prepare the monitoring checklists and monitor (as necessary) the Gender Action Plan implementation;
- vi. Prepare Gender Action Plan Progress Reports semi-annually.

I. Part 5: Resettlement Aspects

The key activities outlined in the resettlement plan (RP) will be implemented and internally monitored by a non-governmental organization (INGO) in coordination with BR. Given that the project has been categorized as A (i.e. “high risk”) by the ADB in terms of involuntary resettlement, it will also be externally monitored. This task will be under the responsibility of the Consultants. The objective of external monitoring will be to monitor and document activities related to resettlement and advise BR on compliance issues.

I.1 The scope of the work includes:

- i. Provide support to the engineering team during construction in minimizing social and resettlement impacts for the projects;
- ii. Ensure that the social and resettlement issues are properly addressed as per approved Resettlement Plan and as per in compliance with ADB’s Safeguard Policy Statement (SPS, 2009) and The EIB Statement of Environmental and Social Principles and Standards 2009 or updated time to time;
- iii. Verify whether the Grievance Redress Mechanism is in place and functional.
- iv. Verify whether the summarized final versions of the resettlement plan have been disclosed locally.
- v. Monitor the RP implementation and INGO performance through reviewing documentation, progress reports prepared by the INGO, site visits and interviews with project affected people. Verification will be assessed through random checking of 10% of affected households whether resettlement plan objectives have been met. Assess compliance issues and advise BR on corrective action plan
- vi. Submit semi-annual reports on the implementation progress of the RP in line with ADB/EIB requirements. In addition to implementation progress, the reports should outline (a) any update requirements to the RP; (b) implementation of livelihood restoration activities; (c) implementation of RP activities specific to women affected by the project.
- vii. Submit a resettlement plan completion report in line with ADB/EIB requirements. This report should include an assessment of the effectiveness and efficiency of the INGO in implementing the RP; whether the objectives of the resettlement plan have been met. This report will provide an analysis on the effectiveness of the livelihood restoration program and resettlement measures specific to affected women.
- viii. Provide training on ADB’s Safeguard Policy Statement (SPS, 2009) and The EIB Statement of Environmental and Social Principles and Standards 2009 to BR PIU and local officials;

¹⁹ Core labor standards are: equal wages for work of equal value, prohibition of child labor, no bonded labor; no work discrimination regardless of gender, race, and ethnicity; and freedom of association and collective bargaining.

J. Part 6: Defect Liability Period

J.1: The scope of the work includes but not limited to:

- i. frequent site inspection during defect liability period to ensure corrective measures taken by the Contractor in accordance with CCD if any defect is identified in respect of technical and environmental point of view;
- ii. ensure clearance of site in accordance with CCD;
- iii. checking the application of the Contractor issue the taking over certificate and assist the Employer during taking over in accordance with CCD;
- iv. issue the performance certificate within 28 days after the latest of the expiry dated of the defect notification period with a copy to the Employer in accordance with CCD;
- v. issue final payment certificate in accordance with CCD;
- vi. preparation and submission of Project Completion Report along with completion drawings within one month of the completion of the Works.

K. Required Expertise

K.1 The consultant team's composition and expected person-months are provided in the following table (Table 1).

Table K.1: Team for the project

International	Person-months	Domestic	Person-months
Project Manager	50	Deputy Project Manager	60
Bridge Design Engineer	18	Senior Structural Engineer (HQ)	43
Geotechnical/Earthwork Design Engineer	24	Senior Embankment Engineer (HQ)	44
Track Design Engineer	18	Senior Bridge Engineer (HQ)	51
Contract Specialist	45	Senior Track Engineer (HQ)	44
Survey Engineer	18	Senior Signalling and Telecom Engineer (HQ)	37
Railway operation specialist	18	Senior Contract Specialist (HQ)	50
		Senior Railway Operation Specialist	44
Resident Structural Engineer	25	Senior Resettlement and Gender Specialist	51
Resident Earthwork Engineer	36		
Resident Bridge Engineer	41	Senior Environment Specialist	49
Resident Track Engineer	38		
Resident Signalling & Telecommunication Engineer	26	Project Coordinator	48
Resident Quality Control Engineer	44	Senior Survey Engineer	30
Resident Health & Safety Expert	24	Senior Foundation/Geotechnical Engineer	44
Resident Environmental Specialist	24	Senior Earthwork/Embankment Engineer	44
Resident Social / Resettlement / . Gender Specialist	24	Senior Track Engineer	44
Quantity Surveyor	48	Senior Signalling &	36

International	Person-months	Domestic	Person-months
		Telecommunication Engineer	
		Senior Bridge Engineer	44
		Senior Quality Control Engineer	48
		Senior Electrical Engineer	40
		Senior Inspection and Testing Specialist	48
		Senior Quantity Surveyor	48
		Mid level Structural Engineer	40
		Mid level Bridge Engineer	44
		Mid level Foundation/ Geotechnical Engineer	44
		Mid level Earthwork/ Embankment Engineer	44
		Mid level Survey Engineer	40
		Mid level Track Engineer	40
		Mid level Signalling & Telecom Engineer	36
		Mid level Quality Control Engineer	48
		Mid level Health & Safety Expert	48
		Mid level Operation Safety Officer	48
		Mid level Electrical Engineer	36
		Junior Survey Engineer (2 nos.)	96
		Quality Control Inspector (6 nos.)	288
		Lab Technicians (2 nos.)	88
		Bridge Inspector (6 nos.)	264
		Earthwork Inspector (6 nos.)	264
		Track Inspector (6 nos.)	240
		Structure Inspector (4 nos.)	160
		Signalling Inspector	36
		Telecom Inspector	36
		Resettlement Inspector (3 nos.)	144
		Environment Inspector (2 nos.)	96
		Operation Safety Inspector (4 nos)	192
International Total	521	Domestic Total	3320

L. Reporting Requirements

The Consultant shall prepare monthly progress reports, annual summary reports (provide assistance to the Client), Semi-annual environmental and resettlement due diligence reports, semi-annual gender action plan progress reports, a final resettlement implementation completion report and a project completion report. These reports will be distributed as follows along with soft copy: the BR (12 copies); the ADB in Manila (2 copies); and the ADB Dhaka Office (1 copy). If required, the Consultant will submit additional copies of reports to BR (as and when required). The above reporting shall contain the following types of information:

L.1 Monthly Progress Reports

L.1.1 These reports shall be as brief as possible and shall be issued within 15 days of the end of each month.

L.1.2 The Consultant shall present a summary of the current status of the various construction activities (actual progress vs. scheduled progress), as well as a brief but specific account of any potential "problems" that could give rise to schedule delays and/or additional costs.

L.1.3 The reports shall include graphs and tables which will enable interested parties to obtain an updated picture of the stage of completion of the project as well as the progress achieved during the previous period. The reports will contain comparison between the Contract Provision as per BOQ and Quantity work done as well as comparison between targeted scope of work and actual work done. Monthly progress reports shall also highlight any actual or contemplated major deviations from the original plans or schedules and shall outline the reasons for the deviations.

L.1.4 Construction costs and overall budget information shall be included in the monthly reports. The Consultants shall assist BR to develop monthly and quarterly progress report of each sub-project for submission to IMED.

L.2 Annual Summary Reports

L.2.1 The Consultants shall assist BR to develop an annual summary report which is required by the Government and to the financing organizations. The Annual Summary Report shall primarily concentrate on financial rather than technical issues.

L.3 Due Diligence Reports

L.3.1 The Consultants shall submit Environmental Monitoring report/ Due Diligence Report Semi-annually and as and when necessary in compliance with Regulation of Government of Bangladesh, ADB's Safeguard Policy Statement (SPS, 2009) and EIB Statement of Environmental and Social Principles and Standards 2009.

L.3.2 The Consultants shall submit Resettlement Monitoring report/ Due Diligence Report Semi-annually and as and when necessary in compliance with ADB's Safeguard Policy Statement (SPS, 2009) and EIB Statement of Environmental and Social Principles and Standards 2009.

L. 3.3 The Consultants shall submit Gender Action Plan Progress Reports semi-annually and as and when necessary.

L.4 Contract Completion Report

L.4.1 The Consultant shall submit two separate Contract Completion Reports for two subprojects to Bangladesh Railway. These reports shall be submitted within 3 (three) months of the substantial completion of the relevant subproject.

M. Consultant's actions requiring prior approval of the Client

M.1 The Consultant, while acting as the Engineer of the Civil Works Contract, shall obtain specific approval of the Employer before taking following actions:

- Agreeing of modification of drawings which have implication on construction schedule and cost and the environment.
- Agreeing of design and drawings of Signaling and Interlocking System.
- Agreeing or determining an extension of time and/or additional cost.
- Instructing a variation except
 - In an emergency situation as determined by the Engineer,
 - If such a variation would increase the accepted contract amount by less than the percentage specified in the Contract data of Civil Works Contract.
- Approving a proposal for variation submitted by the Contractor
- Specifying the amount payable in each of the applicable currencies

M.2 Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or the Works or of adjoining property, the Engineer may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk.

M.3 The Engineer has no authority to relieve the Contractor or Employer of any duties, obligations or responsibilities under the Civil Works Contract.

OUTLINE TERMS OF REFERENCE FOR CONSULTANTS
Capacity Development for Bangladesh Railway Project Implementation
Component for accessing climate mitigation funds

A. Objective of the Consultancy Services

1. The overall objectives of the consulting services are to accomplish all steps required for preparing a Nationally Appropriate Mitigation Action (NAMA) project for the railway sector in Bangladesh and registering it with UNFCCC and, thereafter, conduct the first round of measuring, reporting and verification (MRV) activities required for the NAMA. In addition, the capacity of the Bangladesh Railways (BR) must be built so that it is able to continue monitoring activities on their own as required for NAMAs.

2. The consultancy firm must have extensive international experience in climate mitigation projects in the transport sector and must have directly been involved in preparing and registering transport projects under climate mitigation mechanisms such as the Clean Development Mechanism (CDM) and NAMA or others. Two international experts and one national expert will be required.

B. Scope of Work

3. While the contract will be awarded to the consultancy firm on a time-bound output basis, to guide planning, details on specific tasks and timeline for each expert is provided below.

1. International NAMA Expert

4. The tasks of the international NAMA expert will be to prepare all documents and accomplish the steps required to have the railway sector in Bangladesh registered as a NAMA project and to prepare the first monitoring report. He or she will provide 10 person-months of service intermittently from January 2015 to 30 November 2018 and be assisted by the national NAMA expert. The responsibilities of the expert are as follows:

- (i) Prepare a NAMA proposal for the rail sector in Bangladesh
 - (a) Review relevant development plans for the rail sector to understand anticipated long term improvements in the rail sector
 - (b) Review data from the existing engineering and economic studies on rail projects
 - (c) Identify emission reduction opportunities from planned improvements
 - (d) In line with requirements under NAMA develop the methodology for calculating emission reductions from different types of improvements
 - (e) Conduct surveys and collect necessary data required for establishing the baseline scenario for the rail sector.
 - (f) Estimate emission reductions and sustainable development benefits that will be brought about from planned improvements in the rail sector
 - (g) Estimate emission reductions and sustainable development benefits that will be brought about from introduction of a fossil fuel subsidy reform (based on the findings of the study on fossil fuel subsidies)
 - (h) Conduct discussions with BR, MOEF, ADB and other relevant agencies on the strategy of the NAMA proposal.

- (i) Review existing national guidelines/framework/requirements etc. if any to guide preparation of the NAMA proposal
 - (j) Prepare the draft NAMA proposal and conduct a stakeholder consultation meeting to present the draft NAMA proposal
 - (k) Finalize the proposal after incorporating all comments and feedback received from stakeholders
- (ii) Conduct a study on inclusion of fossil fuel subsidy reform under the NAMA
- (a)** Take stock of the existing fossil fuel subsidies in the railway sector and other competing transport modes
 - (b)** Analyse the impacts of gradually phasing out inefficient fossil fuel subsidies on: energy efficiency/fuel efficiency; alternative fuel/energy options; competitiveness of rail freight transport compared to trucking; passenger traffic,
 - (c)** Estimate emission reductions as a result of phasing out of inefficient fossil fuel subsidies
 - (d)** Based on the above tasks recommend possible options for introduction of a fossil fuel subsidy reform in a manner that will not impact the poorer sections of society that are dependent on public transport
 - (e)** Assess the possibility of including the fossil fuel subsidy reform in the NAMA and make appropriate recommendations.
- (iii) Prepare the NAMA financing plan
- (a) Conduct close consultations with the Climate Change Division (CCD) of the Ministry of Environment and Forests (MOEF) to seek guidance on the national priorities for seeking financial support for NAMAs in Bangladesh
 - (b) Review existing national guidelines/framework/requirements etc. if any on the development of the financing plan for the NAMA
 - (c) Based on the above tasks and other factors or opportunities prepare a financing plan for the NAMA that is agreeable to BR and CCD, MOEF
 - (d) Facilitate dialogue and negotiations between BR (or CCD) and relevant donor countries, financing agencies, organization etc. and drafting of legal agreements as necessary
- (iv) Registration of the NAMA report with the UNFCCC
- (a) Finalize the NAMA report including the NAMA proposal and financing plan for submission to CCD, MOEF and UNFCCC
 - (b) Facilitate BR's submission of the NAMA report including other required paperwork for approval of the NAMA by CCD, MOEF
 - (c) Facilitate BR's submission of the NAMA report including other required paperwork for registration of the NAMA with UNFCCC
 - (d) Support BR with other necessary steps to ensure successful registration of the NAMA with UNFCCC
- (v) Prepare monitoring report
- (a) Conduct Monitoring, Reporting and Verification (MRV) activities as required for NAMA projects

- (b) Ensure that monitoring and data records meet the requirements of time, frequency, etc. as outlined in the NAMA proposal.
- (c) Prepare a monitoring report in the appropriate format as required for NAMAs

2. NAMA Capacity Building Expert

5. This expert will build the capacity of the BR and CCD, MOEF to be able to continue implementing activities required under the NAMA for continued implementation of MRV activities as required for NAMAs. He or she will provide 3 person-months of services intermittently from June 2016 – November 2018, and be assisted by the national NAMA expert.

6. The specific responsibilities of the NAMA capacity building expert are as follows:

- (i) Train BR staff and MOEF staff (as relevant) on the (a) required data collection and survey methods, (b) use of relevant guidelines, systems, manuals and tools as necessary , (c) development and maintenance of monitoring records, and (d) preparation of monitoring reports as required for NAMAs by the UNFCCC.
- (ii) Develop a clear monitoring plan and manual for the BR to use when implementing the MRV activities on their own.
- (iii) Where necessary procure equipment (on behalf of BR and MOEF if necessary) required to facilitate data collection and monitoring for implementation of MRV activities
- (iv) Develop and provide necessary data-recording software or information management systems for BR and MOEF if necessary to use while implementing the MRV activities

3. National NAMA Expert

7. The national NAMA expert will assist the two international experts in carrying out their responsibilities. He or she will provide 5 person-months of service intermittently from January 2015 to November 2018. Specifically, his or her tasks are as follows:

- (i) Under the guidance of the international NAMA expert, collect baseline data, conduct monitoring surveys, and collate and analyze data.
- (ii) Facilitate dialogue and communications between the international experts, BR, MOEF and other relevant national agencies.
- (iii) Organize and facilitate training workshops conducted by the NAMA capacity building expert.
- (iv) Assist the International NAMA expert and the Capacity Building Expert as necessary

D. Deliverables

8. Table A3 indicates the expected outputs and timelines for the three experts.

Table A3: Expected Output and Timetable

Task	Output	Timeline
Develop a draft NAMA proposal for the railway sector in Bangladesh.	Draft NAMA proposal	End of 2015
Complete fossil fuel subsidy study	Report on fossil fuel subsidy	Third quarter, 2015
Conduct stakeholder consultations on the draft NAMA proposal.	Consultation report	Mid 2016
Prepare NAMA financing plan	NAMA financing plan	Within 2016
Prepare the final NAMA report (proposal + financing plan) and submit to MOEF and UNFCCC	Final NAMA proposal registered with UNFCCC	Within 2017
Conduct the first round of MRV activities and prepare first monitoring report	Monitoring report	Mid 2018
Build capacity of BR and MOEF	Relevant BR and MOEF staff acquiring adequate technical expertise, equipment and systems to enable them to implement MRV activities required for NAMA projects	Mid 2018

BR = Bangladesh Railways, MOEF = Ministry of Environment and Forests, MRV = Monitoring, Reporting and Verification, NAMA = Nationally Appropriate Mitigation Action.

Source: Asian Development Bank.

OUTLINE TERMS OF REFERENCE FOR CONSULTANTS
Capacity Development for Bangladesh Railway Project Implementation
Component for project implementation support

A. Objective of the Consultancy Services

1. Capacity development technical assistance (TA) will support Capacity Development of Bangladesh Railway for Project Implementation. The TA will support the project implementation unit in implementing the project and in developing a permanent project management and implementation organization in BR, which will manage the implementation of the proposed project and future projects in the Bangladesh railway sector efficiently.

2. The key outputs of the **project implementation component** will be an improved organization structure for project implementation management and support for BR in implementing of the proposed project in specific areas such as the procurement process and safeguards implementation. Individual consultants will assess the existing project implementation organization structure, staffing, delegation of power, etc. and provide recommendations for the strengthening of the organization to implement more projects more efficiently; additional support in specific areas of project implementation will be provided on a case-by-case basis to support BR during procurement and project implementation.

B. Scope of Work

3. While the contract will be awarded to the consultancy firm on a time-bound output basis, to guide planning, details on specific tasks and timeline for each expert is provided below.

1. Project Management and Implementation Specialist

4. The tasks of the Project Management and Implementation Specialist will be to review the current project implementation organization structure, staffing, delegation of powers in BR and recommend improvements for more efficient project implementation management. The scope of works may include, but will not be limited to the following:

- (i) Review existing project implementation organization and processes
 - (a) Review the existing project implementation structure, staffing, delegation of power with respect to its suitability to implement large-scale FIDIC-contracts in various projects within the country.
 - (b) Review government processes and discuss the requirements for project implementation related to the coordination of government processes and procedures when they need to be harmonized with external donors.
 - (c) Review the delegation of power in relation to government processes and the requirements of donors.
- (ii) Recommend improvements for the project implementation organization
 - (a) Discuss the pros and cons of establishing a permanent project implementation management organization in BR, considering the project pipeline for the coming years and the balance between internal and external management capacity considering the specific requirements in the multi-disciplinary railway sector.

- (b) Recommend staffing levels and structures for the project organization, skill-set requirements, training requirements, etc.
 - (c) Providing advice on processes and procedures that may need to be adjusted to implement a project implementation organization.
 - (d) Advise BR on the options for the organization structure, such as establishing it within BR under a Line-of-Business versus outsourcing of the project implementation organization in a separate entity, which may also work related sectors in the future.
- (iii) Documentation and reporting to the agency
- (a) Prepare an interim report after assessment of the items under (i) above.
 - (b) Discuss the findings and recommendations with BR in detail.
 - (c) Prepare a final report after due discussion of the options for the project implementation management structure with BR, the Ministry of Railways and other concerned government organizations.

2. Procurement Advisor

5. The tasks of the Procurement Advisor will be to support the BR in the procurement process. The objective to have a procurement advisor in place is to ensure that the appropriate procedures and scrutiny are in place to maintain the integrity of the procurement process. The scope of works may include, but will not be limited to the following:

- (i) Examine and evaluate information and processes
 - (a) Act as an independent observer and comment on all relevant aspects of the process from beginning to end, and at key stages throughout.
 - (b) Scrutinize the process to determine whether relevant ADB and government guidelines and appropriate policies are being followed, and that best practice is being followed.
 - (c) Ensure that the process is impartial and fair with no party being given advantage over another or unfairly discriminated against, and that confidential information is protected.
 - (d) Ensure that all relevant participants in the process are aware of their responsibilities to disclose conflicts of interest.
- (ii) Advise on the management of probity issues that may arise
 - (a) Conduct a risk assessment, identify possible probity issues, and prepare a probity plan that describes mitigation measures and responsibilities, prior to commencement of the procurement process.
 - (b) Prepare procedures for management of procurement processes (including evaluation of bids) to minimize the risk of probity issues.
 - (c) Providing advice to the agency and interested parties on how emerging issues can be resolved or managed (e.g. conflicts of interest).
- (iii) Documentation and reporting to the agency
 - (a) Prepare an interim report of each stage (technical and financial evaluation) of each procurement process.
 - (b) Prepare a signed, written final report of each procurement process, describing any probity issues that arose, how those issues were managed, and agency's performance when conducting that stage or process.

6. An important role of the Procurement Adviser is to report any act or omission the Procurement Adviser observes in a procurement process that affects, or may affect, its integrity. The Procurement Adviser must have full and free access to all aspects of the process they are engaged to assess, including all relevant documentation (such as bids and bid evaluation reports) and meetings. The Procurement Adviser should ultimately report to, and have direct access to, Secretaries of the Ministry of Railways; Director General and Project Director, Bangladesh Railway; any other authorities/committees concerned; and ADB; should matters worthy of comment arise.

3. Safeguards Implementation Specialist

7. The tasks of the Safeguards Implementation Specialist will be to support the BR in implementing ADB's and EIB's safeguards requirements and to advise on the prepare of the required documentation. The scope of works may include, but will not be limited to the following:

- (i) Strengthen the capacity in environmental management and awareness of social aspects (e.g., employment opportunities in construction, risks of human trafficking and STI transmission) and in resettlement planning and management.
- (ii) Prepare guidelines and procedures to carry out environmental assessments and implement effective environmental management plans (EMPs) during construction, and operation and maintenance. Train BR staff members to implement and monitor EMPs and environmental protection measures and specifications.
- (iii) Develop guidelines and implementation procedures for social analysis and resettlement planning, and their implementation; strengthen the reporting procedures for review by ADB and EIB.
- (iv) The consultant will prepare regular monthly progress reports for ADB to summarize activities undertaken.

C. Implementation Arrangements

8 Individual consultants for the project implementation component will be recruited by ADB according to its Guidelines on the Use of Consultants (2013, as amended from time to time). The Executing Agency (EA) for the TA will be BR. BR will provide counterpart support in the form of counterpart staff, office accommodation, office supplies, secretarial assistance, and domestic transportation, and other in-kind contributions.

**OUTLINE TERMS OF REFERENCE FOR CONSULTANTS
Project Management Support**

A. Objectives

A.1 Akhaura-Laksam, being a part of Dhaka-Chittagong railway corridor, is a part of Trans-Asian Railway Network, SASEC, SAARC & BIMSTEC corridors in Bangladesh. At present Dhaka-Chittagong railway corridor is the most important railway corridor in Bangladesh. By the year 2018 total Dhaka-Chittagong corridor will be double tracked except Akhaura-Laksam section which will become the bottleneck of this corridor. The existing meter gauge track of Akhaura-Laksam section is in deplorable condition which needed to be up-graded to broad gauge standard following the vision of the Railway Master Plan. Feasibility study, detailed design and tendering services is being done Under ADB's Loan-2688-BAN(SF) a TA project (RCIP). This investment project will be funded by Asian Development Bank (ADB), European Investment Bank (EIB) and Government of Bangladesh (GOB). Hence, the project will be guided by the guidelines of ADB, EIB and GOB.

A.2 Followings are the broad scope of work under the project –

- Land acquisition of 144.50 Acre.
- Resettlement work as per Resettlement Plan.
- 664674 cum earthwork for embankment construction by carried earth.
- Construction of 180 km meter gauge railway track on both new embankment and existing line keeping train operation undisturbed.
- Construction of 13 numbers major bridge (length 830m) and 46 numbers minor bridge (length 321m).
- Construction of 11 station buildings and ancillary works.
- Modernization of signalling system of 11 stations and modification of Akhaura station.
- Comply with Environment Management Plan.

A.3 This magnitude of task demands intensive monitoring of Project Management Unit (PMU) of Bangladesh Railway (BR). At present Bangladesh Railway is facing acute shortage of manpower. Out of total 40,264 sanctioned posts only 24,812 officers and staff are working presently. Number of officers currently working is 1,399 against sanctioned post of 1,904. So, it will be not easy to set-up an effective fulltime PMU. So, a Management Support Consultant will be needed to support the Project Director (PD).

A.4 Management support consultant will be directly under PD and work as a part of PMU. Expertise consultant will enrich the PMU to ensure timely and cost- efficiently execution of the work with quality.

B. Objectives

B.1 The objective of the Management support Consultancy Service is to ensure that the PMU of Bangladesh Railway (BR) will be able to administer the Contract of construction package as well as supervision consultancy services, Implementing NGO, External Monitoring NGO and ILRP NGO complying all guideline of ADB, EIB and GOB. With the assistance of Management support Consultancy Service PMU will be able to ensure timely execution of the work with quality.

C. Scope of Work

C.1 Management support consultant will be directly under Project Director and work as a part of PMU. Management support consultants will provide support to PMU in respect of management, safeguard implementation, contract administration, technical support, monitoring support etc.

C.2 Specially Management support consultants will perform the following main tasks are –

- i. Review all Plans as such quality assurance plan, EMWS, Work Plan, Safety Assurance Plan etc. submitted by the Contractor and Supervision Consultants and monitor whether the construction work is being done following those plans.
- ii. Review all methodologies submitted by the Contractor, Supervision Consultant and NGOs and monitor whether the construction work, safeguard implementation is being done following those methodologies.
- iii. Review all proposals or design submitted by the Contractor and Supervision Consultants and NGOs. Any changes or conditions that may have an impact on the project schedule and/or budget have to be identified and recommends on the relevant measures that could be taken to mitigate any negative impact.
- iv. Review Monthly Progress Reports submitted by the Contractor, Supervision Consultants and NGOs. Recommend to PD if any correction is needed or urgent actions to be taken or any action to be taken by PMU.
- v. Regular site visit to monitor the works of Contractor, supervision consultant and NGOs and report the findings to PD.
- vi. Monitor the actual vs. planned progress of the work and identify if any urgent issue to be addressed to expedite the implementation of the work.
- vii. Examine IPCs and Invoices and recommend if any correction is required.
- viii. Monitor the compliance of Weekly working meetings and Monthly progress review meeting and identify if any urgent issue to be addressed.
- ix. Monitor the monitoring checklists of EMP submitted by the contractor and supervision consultants and identify if any urgent issue to be addressed following ADB, EIB and GOB requirements.

- x. Prepare a monitoring checklists for RP implementation by INGO, work of external monitoring NGO & ILRO NGO and identify if any urgent issue to be addressed following ADB, EIB and GOB requirements.
- xi. Prepare a monitoring checklists for Gender Action Plan to be implemented by the Contractor and INGO and identify if any urgent issue to be addressed following ADB, EIB and GOB.
- xii. Examine Due Diligence Reports submitted by the Supervision Consultant.
- xiii. Arrange meetings, trainings, presentations for PMU officials, Supervision Consultants, Contractor, NGOs etc.
- xiv. Attend meetings as per instruction of PD.
- xv. Assist PD in the preparation of project proposal documents, draft letters of any kind, project completion report etc.
- xvi. Any technical and management responsibilities assigned by PD for the smooth implementation of the project.

D. Deliverables:

D.1 Monthly Progress Report: Management support consultants will submit Monthly Progress Report (5 copies to PD and 2 copies to ADB). Reports are to be submitted in English.

E. Facilities to be provided to the Consultant by Bangladesh Railway:

E.1 Office accommodation will be arranged by Bangladesh Railway.