

**DRAFT TERMS OF REFERENCE**

**CONSULTANCY SERVICES FOR THE DEVELOPMENT OF  
A RESETTLEMENT ACTION PLAN**

**1. BACKGROUND**

1.01 The Government of Saint Lucia (GOSL) has [applied for/received] financing from the Caribbean Development Bank (CDB) towards the cost of the Ninth Water (John Compton Dam Raw Pipeline Replacement) Project. The Project aims to replace approximately five kilometres of raw water pipeline between the Millet and Vanard pumping stations. It has been identified as a priority project to improve the service to approximately 58 percent of WASCO's customer accounts. WASCO has the responsibility for the provision of portable water supplies and conservation, augmentation, distribution, and proper use of water resources including preservation and protection of gathering grounds. WASCO, through the Project Management Unit (PMU), will be responsible for the management and implementation of the Project.

1.02 WASCO intends to apply a portion of the proceeds of this financing to eligible payments to engage the consultancy services of a Resettlement Action Plan (RAP) Specialist. The RAP Specialist will report to the Project Coordinator (PC), PMU.

1.03 There are significant benefits to be realised from the Project but there is also a range of social and environmental safeguard issues that were identified through the Environmental and Social Impact Assessment (ESIA) which must be managed during implementation. Findings from the ESIA observed that the Project would involve a combination of resettlement, economic and/or livelihood related impacts upon Project Affected Persons (PAPs), in particular farmers. The RAP will ensure that all resettlement activities of the CDB-financed project implemented by WASCO are adhered to, including the identification and consultation of PAPs, development and execution of compensation and resettlement activities.

1.04 Payments by CDB will be made only at the request of GOSL and upon approval by CDB and will be subject in all respects to the terms and conditions of the Financing Agreement. The Financing Agreement prohibits withdrawal from the financing account for the purpose of any payment to persons or entities, or any import of goods, if such payment or import to the knowledge of CDB, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than WASCO shall derive any rights from the Financing Agreement or have any claim to the proceeds of the Financing.

**2. OBJECTIVES**

2.01 To develop a collaborative, participatory and realistic RAP with clear implementation activities and targets for monitoring progress and ensuring compliance with CDB's Environmental and Social Review Procedures (ESRP); in order to support, advance and achieve the positive socio-economic returns/impacts from, as well as to mitigate and manage the potential risks of the Project.

2.02 To ensure that all PAPs affected by resettlement are: (a) properly consulted, including full consultation on proposed relocation options and the resettlement process; (b) properly compensated in a timely manner at actual replacement costs or market value (whichever is higher); and (c) provided with rehabilitation measures that ensure they are at least as well off as they would have been in the absence of the Project.

**3. SCOPE OF SERVICES**

3.01 The services included in this assignment are to be conducted in accordance with generally accepted international standards and professional practices acceptable to CDB and GOSL. Broad areas of work are outlined below, but the scope of services is understood to cover all activities necessary to accomplish the objectives of the Consultancy, whether or not a specific activity is cited in these Terms of Reference (TOR).

3.02 This Consultancy will involve leading WASCO through the development of a RAP in accordance with the outline presented in **Annex 1** while ensuring active and appropriate consultation and engagement with all PAPs. In accordance with the RAP, this Consultancy will involve the following actions, *inter alia*:

- (a) Conduct a socioeconomic survey of PAPs and inventory of the affected assets.
- (b) Validation and confirmation of the asset valuation and compensation procedures in partnership with WASCO.
- (c) Prepare a local area map validating the results of the census results including land use, physical structures, etc.
- (d) Develop eligibility criteria for compensation and any other form of assistance.
- (e) Establish compensation rates for all categories of assets in partnership with WASCO.
- (f) Identify risks and impacts associated with implementing the Project and propose mitigation strategies.
- (g) Collaborate with the Community Liaison Officer (CLO) of the PMU to ensure there is appropriate engagement of all key stakeholders throughout the process of developing the RAP.
- (h) Document the engagement process around the RAP, including meetings with government agencies, PAPs, and other key stakeholders.
- (i) Production of a matrix of all stakeholders and key concerns and suggestions.
- (j) Develop a Results Framework (RF) which should cover the magnitude of the resettlement impacts. The RF should support WASCO and other relevant stakeholders to monitor and track project progress, including reporting on risks, successes, issues, concerns and/or inconsistencies throughout implementation.
- (k) Development of an Implementation Plan including costing/budget and timeline through participatory approaches.
- (l) Ensuring inclusion of recommendations related to specialised programming support to address the short, medium and longer-term socio-economic and/or livelihood needs of the PAPs.
- (m) Develop agreement templates between the PAPs and WASCO in partnership with WASCO.

- (n) Validation and confirmation of land donation arrangements and documentation consistency with CDB's ESRPs, if relevant.
- (o) Develop a Plan for disseminating RAP information to affected populations and stakeholders, including information about compensation for lost assets, eligibility for compensation, resettlement assistance, and grievance redress.
- (p) Sensitise PAPs about the Grievance Redress Mechanism and means to access it to ensure prompt and appropriate resolution(s) of grievances.

3.03 The Consultant is to ensure the RAP considers fair representation and treatment of all PAPs, with a particular focus placed on the most vulnerable members of those affected, including *inter alia* the elderly, Persons with Disabilities, women-headed households, and youth.

#### **4 DURATION**

4.01 The consultancy is expected to last no more than eight months from the date of contract signing, with a maximum of 45 days of input required.

#### **5 REPORTS/DELIVERABLES**

5.01 The Consultant shall report to the PC and furnish reports/deliverables on the assignment as set out below:

- (a) **Draft Inception Report:** This should include a review of the legal and institutional Framework for the RAP based on relevant National Laws; CDB's ESRP, Appendix 1, Section 7: Land Acquisition and Involuntary Resettlement; and revised/detailed plans for consultation and data collection. Draft Inception Report is due within two weeks of signing the contract.
- (b) **Final Inception Report** is due within four weeks of signing. This should coincide with the Consultant being settled and on the ground in Saint Lucia, if travel is required.
- (c) **Draft RAP:** submit for review and comment by WASCO and CDB within 24 weeks (6 months) of contract signing.
- (d) **Final RAP:** submit within four weeks of receiving comments from WASCO and CDB on the draft RAP.

#### **6. LOGISTICS AND SUPPORT**

6.01 The PMU will work with the Consultant to mobilise all other government and/or private partners, including the PAPs involved in resettlement related activities and make arrangements for meetings with identified stakeholders.

6.02 The Consultant will be responsible for equipment, internet connectivity, office and living accommodation and ground transportation arrangements.

**7. QUALIFICATIONS AND EXPERIENCE**

7.01 The Consultant is expected to possess the following minimum qualifications:

- (a) At least a Master's Degree in Sociology, Rural Development, Anthropology, International Development, Community Development, or other related discipline.
- (b) At minimum seven (7) years' experience working on Social Safeguards, Involuntary Resettlement, social sector and/or gender-based analysis, project design, implementation, monitoring and compliance.
- (c) Proven skills in valuation and compensation assessment and related procedures in the context of resettlement.
- (d) Excellent verbal and written communication skills in English. Knowledge of the local language (Creole) is an asset.
- (e) Knowledge of CDB's or other Multilateral Development Bank's Safeguard Policies and experience in similar operations is essential.
- (f) Administrative and management competence would be an asset.

**WASCO**  
**PROPOSED OUTLINE: RESETTLEMENT ACTION PLAN (RAP)**

**I. EXECUTIVE SUMMARY**

**II. PROJECT DESCRIPTION**

**III. POTENTIAL IMPACTS OF PROJECT**

3.1 Scope of Land Acquisition and Resettlement

3.2 Socioeconomic Information and Profile

**IV. INFORMATION DISCLOSURE, CONSULTATION AND PARTICIPATION**

**V. LEGAL FRAMEWORK**

6.1 Analysis of the National / International Legal Framework on resettlement and economic relocation including CDB's ESRP and Contract Terms and Conditions between CDB and GOSL.

**VI. INSTITUTIONAL FRAMEWORK**

7.1 Analysis of key agencies responsible for resettlement activities, their capacity to deliver and necessary mitigation measures to support implementation.

**VII. ELIGIBILITY, ENTITLEMENTS, ASSISTANCE AND BENEFITS**

8.1 Resettlement

8.2 Resettlement of Property Owners

8.3 Relocation of PAPs

**VIII. RESETTLEMENT ARRANGEMENTS**

9.1 Housing, Infrastructure and Social/Public Services

9.2 Income Restoration and Rehabilitation

9.3 Support for Alternative Livelihood Arrangements

9.4 Transitional Support for Residents and Economic Actors

**IX. RESETTLEMENT BUDGET AND FINANCING PLAN**

**X. INSTITUTIONAL ARRANGEMENTS AND MECHANISMS FOR MANAGING THE RAP**

**XI. IMPLEMENTATION PLAN AND SCHEDULE FOR RAP**

12.1 Including arrangements for adaptive management; retraining and/or retooling; actions to be undertaken with host communities and those deemed non-eligible to support through the project; etc.

**XII. MONITORING AND REPORTING OF RAP**

13.1 Monitoring and Results Framework for Resettlement and Relocation Activities

13.2 Monitoring and reporting role and responsibility of the CLO in Resettlement

13.3 Monitoring and reporting roles and responsibilities of the WASCO and GoSL (multiple stakeholders/ departments involved)

13.4 Monitoring and reporting role and responsibility of CDB

**XIII. APPENDICES**