

MINUTES OF THE PRE-BID MEETING FOR THE 3 NON-CONSULTING SERVICES PACKAGES FOR ENGAGEMENT OF NGO FOR IMPLEMENTATION SUPPORT OF RESETTLEMENT PLAN OF THE PROJECT “CLIMATE RESILIENT BRAHMAPUTRA INTEGRATED FLOOD AND RIVERBANK EROSION RISK MANAGEMENT PROJECT IN ASSAM (CRBIFREMP)”

1. Request for Quotation (RFQ) for Engagement of NGO for Implementation Support of Resettlement Plan (Dibrugarh, Tinsukia) (E-Tender reference no: FREMAA(P)/PROJ/ADB/23/2023/1 dated: 10 Nov2023)
2. Request for Quotation (RFQ) for Engagement of NGO for Implementation Support of Resettlement Plan (Palashbari and Gumi, Goalpara) (E-Tender reference no: FREMAA(P)/PROJ/ADB/23/2023/2 dated:10 Nov 2023)
3. Request for Quotation (RFQ) for Engagement of NGO for Implementation Support of Resettlement Plan (Morigaon) (E tender Ref No FREMAA(P)/PROJ/ADB/23/2023/3 dated:10 Nov 2023)

The pre-bid meeting for above three non-consulting services packages of the “*Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam (CRBIFREMP)*” was held both in-person and virtually at the conference hall of Assam Water Centre, 1st floor, Basistha Chariali, Guwahati-29, on 17th November 2023 at 13:00 IST. Representatives of five prospective bidders (attendance sheet attached in *Annexure A*) attended, either in-person or virtually, along with the officials of the Client, the Flood and River Erosion Management Agency of Assam (FREMAA).

The meeting was chaired by the Deputy Chief Executive Officer, FREMAA. No queries were received before the pre-bid meeting. After welcoming the attendees and a brief introduction, the Chair advised the bidders to raise the queries on the RFQ, if any. Prospective bidders raised the following verbal queries which were responded by FREMAA during the pre-bid meeting.

Sl. No.	Bidder’s Query	Reply of FREMAA
1	Should Provisional Sums be considered while quoting in the Financial Bid?	No. Provisional Sum amounting to Rs. 13,00,000 is a non-competitive and shall not be included in the Financial Quote for this assignment. However, the total contract value will include the Provisional Sums amount and the Financial Quote.
2	Who will provide transportation and logistics? Will it have to be included in the Financial Bid?	Per paragraph 46 of the Scope of Services, the Service Provider will be responsible for arranging logistics and transportation. Therefore, these costs are to be included by the bidders in their Financial Quote.
3	Support staff such as accountant, office assistant, and driver is not mentioned in the list of non-key experts.	Per paragraph 42 of the Scope of Services, the NGO/Agency is responsible to provide the required expertise and inputs to complete the deliverables, and is to make their own assessment of required expertise and inputs to ensure timely completion of the assignment and the deliverables. All required support staff such as accountant(s), office assistant(s) and others as

		required shall be included by the bidding entity in their Financial Quote.
4	Will GST be exclusive or inclusive?	In the Financial Quote, GST is to be excluded.
5	Is there any template for providing CVs?	ADB's current template for Curriculum Vitae is attached to the Addendum 1.
6	Financial fee asks for just lump sum amount. Should breakup of fees to be provided?	The breakup of the lump sum amounts of the Financial Quote shall be provided.
7	Is there any order for the submission of technical documents?	No but the technical documents ought to be ordered in the same way as the eligibility criteria as much as possible.

All the prospective bidders were informed to submit the written request for clarifications using this e-mail address ceo-freema@assam.gov.in until 18 November 2023. Written responses to the queries/requests for clarifications and the addenda, if needed, shall be uploaded on the e-procurement portal: www.assamtenders.gov.in and the website of FREMAA: www.freema.assam.gov.in for each package and will not be sent to the bidders.

The Chair expressed his gratitude to the bidders' representatives for participating in this meeting for this prestigious project and encouraged them to participate in the bidding process with fully technical responsive bids and competitive prices.

The bidders were also advised to submit CVs for all proposed key experts meeting the experience and qualification criteria and the documents on eligibility and qualification as part of technical proposal. The document on technical proposal and financial quotation including costs breakups shall be submitted together. Technical and financial proposal shall be opened together. Contract shall be negotiated and awarded to the lowest evaluated technically responsive bidder.

Sd/-

(Shri Rupak Kr. Mazumder)
Dy. CEO, FREMAA

No. FREMAA (P)/PROJ/ADB/23/2023/ T-53

Dated: 28/11/2023

Project No. and Title: 56283-001-IND: Climate Resilient Brahmaputra Integrated Flood and Riverbank Erosion Risk Management Project in Assam

Assignment Title: Engagement of NGOs for Implementation Support of Resettlement Plan (Dibrugarh, Tinsukia)

E-Tender Reference No.: FREMAA(P)/PROJ/ADB/23/2023/1 dated 10 Nov 2023

Queries by the prospective bidders and response by FREMAA

Sl. No.	RFQ Reference	Bidder's Query	Reply of FREMAA
A. RFQ TERMS AND CONDITIONS			
1	Serial No. (v) of Point No. 4.5 at Page no. 5	Bidder participation in more than one package disqualified in all Bids? Request to allow to participate in all RFQs, if possible	A bidder can participate in one or more packages. (there is no restriction for a bidders to participate in more than one package). However, specific team for each assignment needs to be proposed with at least the minimum qualification and experience of the experts mentioned in the RFQ.
2	Point No. 3 of Page no. 4	Request for reconsideration of the qualification of bidder experience as 7 years instead of 3 years considering the COVID-19 situations from the period 2020-2021.	The experience sought from the bidders of being an established service provider for services similar in scope, complexity and specifications with that of this assignment in the last 3 years has been revised to 7 (seven) years. Please refer to Addendum 1.
B. SCOPE OF SERVICES			
3	Serial no. 44 under Point no. O of Page no. 22	Should Provisional Sums under Point O of Appendix A: Scope of Services be considered while quoting in Financial Bid?	No Provisional Sum amounting to Rs. 13,00,000 is a non-competitive and shall not be included in the Financial Quote for this assignment. However, the total contract value will include the Provisional Sums amount and the Financial Quote.
4	Serial no. 46 under Point no. O of Page no. 22	Who will provide transportation and logistics? Will it have to be included in Financial Bid?	Per paragraph 46 of the Scope of Services, the Service Provider will be responsible for arranging logistics and transportation. Therefore, these costs are to be included by the bidders in their Financial Quote.
5	Serial no. 42 under Point no. N of Page no. 20	Support Staff like Accountant and Office Assistant, driver are not mentioned in list of Non-Key Experts.	Per paragraph 42 of the Scope of Services, the NGO/Agency is responsible to provide the required expertise and inputs to complete the deliverables, and is to make their own assessment of required expertise and inputs to ensure timely completion of the assignment and the deliverables. All required support staff such as accountant(s), office assistant(s) and others as required shall be included by the bidding entity in their Financial Quote

GOVERNMENT OF ASSAM

FLOOD AND RIVER EROSION MANAGEMENT AGENCY OF ASSAM , (FREMAA)

Address: 4th floor, Assam Water Centre, BasisthaChariali , NH-27, Guwahati-29, Phone/Fax-(0361)2309896,

Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

6	Serial no. 21 under Point no. B of Page no. 13	In Scope of Service Pt. No. 20 Table, no 1 of RFQ, CPR (Common Property Resources) Details not found in table.	Point No. 21, Table No. 1 of the RFQ provides details about the project components. However, additional information regarding Common Property Resources, as outlined in the Resettlement plans for the respective districts, is mentioned below: Dibrugarh - 10 Tinsukia - 11 Morigaon - 5 Kamrup - nil Goalpara – 10 The above information is included in the Table No.2 under point no.21 of the Scope of Services. (Refer to Addendum 1). Please note that the Resettlement Plans have been prepared based on preliminary surveys and tentative estimates. All the data will be verified and updated by RP Implementation NGO during the implementation of the project. The Resettlement plans have previously been disclosed on the FREMAA website. https://fremaa.assam.gov.in/documents-detail/climate-resilient-brahmaputra-integrated-flood-and-riverbank-erosion-risk
C. FEES, TAXES AND BUDGET			
7		Financial Fees asks for just Lump sum amount. Should breakup of fees to be provided?	The breakup of the lump sum amounts of the Financial Quote shall be provided.
8		Will GST be exclusive or inclusive?	In the Financial Quote, GST is to be excluded
9		TDS (10%) will be considered in the bid price before GST computation. Is it permissible to include TDS in our bid amount?	The quoted amount shall be inclusive of all TDS but exclusive of GST as applicable.
10		No any clauses mentioned regarding BG in RFQ.	Per the RFQ, Performance Bank Guarantee is not required.
D. TERMS AND CONDITIONS OF CONTRACT			
11	Serial no. 13.1 and 13.2 (under Serial no. 13. Accounts and Records) of Page no. 36	Whether Point No 13.1 and 13.2 (under 13. Accounts and Records) of the Terms and Conditions of Contract (page no 36) is only applicable for maintaining records of expenses made under the Provisional Sum or for financial management by the Service Provider against the fees received	Clauses 13.1 and 13.2 under Point No. 13 regarding Accounts and Records will be applicable to all payments received by the bidder from FREMAA under the assignment. This shall include the reimbursement under the Provisional Sums as well as the payments against the Financial Quote.

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		from FREMAA based on attaining specific deliverables.	
E. MISCELLANEOUS			
12		In RFQ, not mentioned to submit in which appendix the Technical/ Supporting documents.	The bidder should upload the technical/ supporting documents accordingly to the provisions available in the e-procurement portal: www.assamtenders.gov.in .
13		Is there any chronology to submit technical documents?	No but the technical documents ought to be ordered in the same way as the eligibility criteria as much as possible.
14		Is there any template for providing CVs?	ADB's current template for Curriculum Vitae is attached to the Addendum 1

Sd/-
(Dr. Jeevan B, IAS)
Chief Executive Officer,
FREMAA

GOVERNMENT OF ASSAM

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Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

No. FREMAA (P)/PROJ/ADB/23/2023/T-53

Dated: 28/11/2023

Subject: RFQ for Engagement of NGO for Implementation Support of Resettlement Plan (Dibrugarh and Tinsukia) – Addendum 1

Ref: Invitation for Bids No.: **FREMAA(P)/PROJ/ADB/23/2023/1 dated 10 Nov 2023**

Addendum No. 1 dated 28/11/2023

The RFQ document of the above assignment is modified as per the details provided below.

Sl. No.	Section and Clause(s)	Existing provision	Revised provision
1	RFQ – page No. 42-44 Standards of Conduct	As per original RFQ document.	Standards of Conduct revised per Annexure-I.
2	Template for CVs of Experts – TECH 1	Not included in RFQ	TECH – 1 added after last page of RFQ (i.e. at page No. 47-48) (attached as Annexure-II).
3	Appendix A: Scope of Services	Common Property Resources (CPR) details not specified in Table 2 of Point No. 21 of Appendix A: Scope of Services of the original RFQ document.	Revised Table 2 of Point No. 21 of Appendix A: Scope of Services with Common Property Resources specific to this assignment is per Annexure-III.
4	RFQ Terms and Conditions	3. Qualified Bidder must have experience as an established service provider for services similar in scope, complexity and specifications to those covered by the RFQ. This experience as a Bidder in at least one contract in the last 3 years of a size and nature specified in the Scope of Services.	3. Qualified Bidder must have experience as an established service provider for services similar in scope, complexity and specifications to those covered by the RFQ. This experience as a Bidder in at least one contract in the last 7 (seven) years of a size and nature specified in the Scope of Services.
5	Request for Quotation for Non consulting Services	1. Deadline for Submission of Quotation: 28 November 2023 2. Submission and Opening: Your Form of Quotation with the required documents shall be submitted electronically through www.assamtenders.gov.in only. Quotations shall be opened online at the e-procurement portal in public in the presence of participating Service Providers' representatives who choose to attend on 28th November 2023 at 16.00 hours IST and at the following address:	1. Deadline for Submission of Quotation: 6th December 2023 at 14:00 hours (IST) 2. Submission and Opening: Your Form of Quotation with the required documents shall be submitted electronically through www.assamtenders.gov.in only. Quotations shall be opened online at the e-procurement portal in public in the presence of participating Service Providers' representatives who choose to attend on 6th December 2023 at 16.00 hours IST and at the following address:

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Email: ceo-fremaa@assam.gov.in, Website: www.fremaa.assam.gov.in

Sl. No.	Section and Clause(s)	Existing provision	Revised provision
		Flood and River Erosion Management Agency of Assam 4th Floor of Assam Water Centre (AWC), Near Basistha Chariali, Guwahati-781029	Flood and River Erosion Management Agency of Assam 4th Floor of Assam Water Centre (AWC), Near Basistha Chariali, Guwahati-781029

The RFQ document stands modified as per this Addendum 1 and the Addendum along with the Annexures forms part of the RFQ document.

Bidders are required to incorporate the Addendum while submitting the quotation and submit duly signed copy of the Addendum with their proposal.

Sd/-

(Dr. Jeevan B, IAS)
Chief Executive Officer,
FREMAA

STANDARDS OF CONDUCT

Introduction

(a) **ADB** requires Service Providers¹ to observe the highest standard of ethics and integrity throughout the procurement and execution of ADB-related activities. Having due regard to the nature and purposes of ADB as an international organization, the Service Provider shall adhere to ADB's commitment to foster and maintain an environment free from inappropriate behavior, Bullying, Misconduct (including Integrity violations), Harassment and Sexual Harassment.

(b) Service Provider has an obligation to protect **ADB's** name and reputation and refrain from any actions, statements, or activities, including activities within their private life, that may impact or reflect negatively upon ADB. The private life and activities of a Service provider are personal matters, but there can be situations where the actions, statements or behavior of a service provider can impact or reflect negatively upon **ADB**, especially when the service provider is traveling on ADB-related business (even on service provider's personal time during such travel). In all such circumstances:

- (i) the Service provider acknowledges that his/her behavior, conduct and activities within and outside the workplace or working hours may impact the reputation and interests of **ADB** even if it is unrelated to an official function.
- (ii) the Service provider must comply with all local laws and regulations and not engage in any sexual behavior or activities which may reflect adversely, embarrass, or bring disrepute to **ADB**; and
- (iii) the Service provider must not engage in any conduct or behavior or make any statement that degrades **or** disrespects any person or which might constitute Bullying, Harassment, Sexual Harassment, Misconduct, denigrating or morally reprehensible behavior

(c) The general guidelines set out in these Standards of Conduct (Standards) are intended to complement ADB's rules and policies, including the principles set out in Procurement Policy and Regulations, both as amended from time to time, and are not intended to exhaustively describe every conceivable form of conduct expected. Suppliers are expected to use good judgment to conform with the terms, the intent and the spirit of these Standards.

Definitions

(a) "Bullying" is a form of Harassment consisting of repeated or persistent aggression or other malicious behavior in any form by one or more persons which has the effect of humiliating, belittling, offending, intimidating, or discriminating against another person. It may include persistent, unwarranted, or unconstructive criticism, personal abuse and/or ridicule, either in public or private, which humiliates or demeans the individual targeted, gradually eroding his or her self-confidence or intending to do so. Criticism, disapproval, negative performance assessment and similar appraisal, appropriately conveyed, do not, by themselves, constitute Bullying or Harassment.

(b) "Discrimination" is the inappropriate differentiation between individuals or groups. Such discrimination includes differentiation based on characteristics such as race, color, nationality, national, social or ethnic origin, religion or similar belief, language, political or other

¹ In these Standards of Conduct, any references to "Service Provider" and "Contractor" includes any of their Personnel who are required to abide by and adhere to these Standards of Conduct.

opinion or affiliation, gender, gender identity, sexual orientation, family or civil status, health status, size, or physical ability;

(c) "Harassment" is any unwarranted or unwelcome behavior, verbal, psychological or physical, that interferes with work or creates an intimidating, hostile or offensive work environment. Harassment includes, but is not limited to, Bullying and Sexual Harassment.

(d) "Integrity" means a firm adherence to ADB's Anticorruption Policy (1998, as amended from time to time), the Integrity Principles and Guidelines (2015, as amended from time to time) and to the highest ethical standards.

(e) "Misconduct" is behavior, or an act or omission, which is unacceptable or improper, contrary to the principles or rules of ADB or illegal or unethical. Misconduct may not necessarily be intentional and can arise from neglect, recklessness, or mismanagement. Misconduct includes, but is not limited to (i) the failure to observe these Standards or other rules, regulations, guidelines or procedures; or (ii) conduct, actions or omissions, within and outside ADB, that risk discrediting or disgracing ADB, bringing ADB into disrepute, or could undermine the integrity of ADB's policies, processes or procedures;

(f) "Respect" refers to interacting with all others in the work environment in a professional, positive, and inclusive fashion, regardless of hierarchical role or rank. This includes treating others with due consideration, courtesy, dignity and open-mindedness, as well as working without prejudice or bias towards individuals or institutions that have different characteristics, backgrounds and viewpoints.

(g) "Retaliation" is any act so defined in ADB's Administrative Order 2.10, as amended from time to time.

(h) "Sexual Harassment" is any unwelcome sexual advance, request for sexual favors or other verbal or physical conduct of a sexual nature which results in physical, sexual or psychological harm or suffering to another person, or which is made or suggested to be a condition of employment, promotion or other personnel action or creates an intimidating, hostile or offensive environment.

Service Provider's Obligations

Service Providers shall:

(a) observe all applicable laws and regulations and adhere to the highest ethical standards including the right and obligation to refuse to participate in Misconduct of any nature whatsoever;

(b) act with Respect, honesty, propriety, fairness, professionalism, and a high degree of Integrity and concern for **ADB's** interests and avoid situations and activities which may reflect adversely on **ADB**, compromise its operations, or lead to real or perceived Conflicts of Interest (as defined in sub-paragraph (vi) of paragraph (g) below);

(c) observe inclusive and respectful behavior, and show consideration for others, as well as Respect and tolerance for diverse cultures, beliefs and backgrounds;

(d) refrain from any form of Bullying, Discrimination, Misconduct, Harassment, or Sexual Harassment and behave in a manner that creates an environment free of such behavior;

(e) not engage in Retaliation or reprisal against anyone reporting Misconduct, whether formally as a whistleblower, witness, or person associated with such whistleblower or witness, or otherwise, or for cooperation with an ADB investigation in relation to the complaint;

(f) refrain from committing any Integrity violation as defined in the Integrity Principles and Guidelines (2015, as amended from time to time). An integrity violation may consist of any of the following:

- (i) Corrupt practice, which is the offering, giving, receiving, or soliciting, directly or indirectly, anything of value to influence improperly the actions of another party;
- (ii) Fraudulent practice, which is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) Coercive practice, which is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (iv) Collusive practice, which is an arrangement between two or more parties designed to achieve an improper purpose, including influencing improperly the actions of another party;
- (v) Abuse, which is theft, waste, or improper use of assets related to ADB-related activity, either committed intentionally or through reckless disregard;
- (vi) Conflict of interest, which is any situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations; and
- (vii) Integrity violation, which is any act, as defined under ADB's Integrity Principles and Guidelines (2015, as amended from time to time), which violates ADB's Anticorruption Policy, including (i) to (vi) above and the following: obstructive practice, violations of ADB sanctions, retaliation against whistleblowers or witnesses, and other violations of ADB's Anticorruption Policy, including failure to adhere to the highest ethical standards.

(g) avoid any situation that may create an actual, potential or perceived Conflict of Interest, including conflicts of interests arising between their personal financial interests or business relationships and their duty to FREMAA **or** ADB;

(h) not give or accept gifts from any sources if intended to serve the purpose of obtaining or exchanging a favor; or influencing any other person's performance of official duties or responsibilities;

(i) not engage in private trading activities such as, but not limited to, foreign exchange dealings, merchandising of goods and foodstuffs, real estate and insurance brokering, money lending, or car renting or brokering, in all cases, on FREMAA premises (including misuse of media for trading); and

(j) not disclose any confidential or unpublished information that has been received or generated by the Service Provider to any person outside of FREMAA **or** ADB whom they know or should know has not been authorized by FREMAA **or** ADB to receive such information. Service Providers have a responsibility to protect the security of any confidential and unpublished information provided to, or generated by, FREMAA **or** ADB.

FORMAT of Curriculum Vitae (CV) for Key & Non-KEY Experts

1. **Proposed Position:** *[As per Scope of Services]*
 2. **Name of Firm:** *[Insert name of firm proposing the expert, if applicable]*
(Do not abbreviate or use symbols in any portion of the firm or individual name)
 3. **Name of Expert:**
(Do not abbreviate or use symbols in any portion of the firm or individual name)
 4. **Current Residential Address:**
Telephone No.:
Fax No.:
E-Mail Address:
 5. **Date of Birth:**
Citizenship²:
Type of government ID and ID Number.
(please attach a copy of the ID to this form)
 6. **Education:** *[Indicate college or university and other specialized education of expert, giving names of institutions, degrees obtained, and dates of obtainment]*
-

7. Membership in Professional Associations:

8. Other Trainings:

9. Countries of Work Experience: *[List countries where expert has worked in the last 10 years]*

10. Languages: *[For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]*

11. Employment Record *[Starting with present position, list in reverse order every employment held by expert since graduation, providing for each employment (see format here below): dates of employment, name of employing organization, positions held.]*

From *[Month/Year]*: _____

To *[Month/Year]*: _____

Employer: _____

Positions held: _____

14. Certification:

I, the undersigned, certify to the best of my knowledge and belief that

- (i) This CV correctly describes my qualifications and experience;
- (ii) I am not a current employee of the Executing or the Implementing Agency;
- (iii) In the absence of medical incapacity, I will undertake this assignment for the duration and in terms of the inputs specified for me in the scope of services provided team mobilization takes place within the validity of this proposal;
- (iv) I was not part of the team who wrote the terms of reference for this scope of services assignment;
- (v) I do not have conflict of interest in accordance with ADB Procurement Framework 2017;
- (vi) I am not subject to any national or international sanctions, temporary suspension or debarment by ADB or other multilateral development banks (MDB);
- (vii) I certify that I have been informed by the firm that it is including my CV in the Proposal for the *[insert name of project and contract]*. I confirm that I will be available to carry out the assignment for which my CV has been submitted in accordance with the implementation arrangements and schedule set out in the Proposal.
- (viii) I have not been found guilty or convicted of any violation of law that is not a minor traffic violation.
- (ix) I can accept payments through the international banking system or otherwise discharge ADB's obligation upon initiation of wire transfer.
- (x) I understand that it is my obligation to notify the Client and ADB should I become subject to any national or international sanction, including becoming ineligible to work with ADB

or other MDBs, cannot accept payments through the international banking system, should integrity issues including conflict of interest arise and/or should we or the proposed consultant be convicted of an offence excluding minor traffic violations

If the answer to any of the declarations above is NO, please provide details:

If the CV is signed by the firm's authorized representative, insert:

(xi) I, as the authorized representative of the firm submitting this Proposal for the *[insert name of project and contract]*, certify that I have obtained the consent of the named expert to submit his/her CV, and that s/he will be available to carry out the assignment in accordance with the implementation arrangements and schedule set out in the Proposal, and confirm his/her compliance with paras (i) to (v) above.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

_____ Date: _____

*[Signature of expert or authorized representative of the firm]*³ Day/Month/Year:

Full name of authorized representative: _____

ANNEXURE-III

Table 1: Details of impacts at Dibrugarh and Tinsukia Districts

Name of District	Total Land Required (ha)	Private Land (ha)	Government Land (ha)	Total AH*	TH	NTH	CPR
Dibrugarh	37.54	11.85	25.69	411	4	407	10
Tinsukia	29.41	11.61	17.80	92	26	66	11
Total	66.95	23.46	43.49	503	30	473	21

AH = affected household; ha = hectares; NTH = non-titled holder; TH = titled holder, CPR = common property resources