



Social Monitoring Report

Project Number: 42266-026
September 2020
Period: June 2019 – November 2019

IND: Kolkata Environmental Improvement Investment Program-Tranche 3

Submitted by:

The Kolkata Municipal Corporation (KMC), Kolkata

This social monitoring report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

Asian Development Bank

From: Project Director KEIP <pdkeip@gmail.com>

Sent: Friday, September 04, 2020 2:31 PM

To: Ashwin Hosur Viswanath <ashwinhv@adb.org>

Cc: Sourav Majumder <smajumder@adb.org>; Pradeep Kumar Pandey <ppandey@adb.org>; Soumya Ganguly <soumya6@yahoo.com>; Narayan chandra Mondal <ncmcbs@yahoo.in>

Subject: Semi Annual Social Safeguard Monitoring Report (SSMR) for Tranche-III, KEIP for the period of June 2019 to November 2019

Dear Ashwin,

Please find enclosed herewith the
Semi Annual Social Safeguard Monitoring Report (SSMR)
for Tranche-III, KEIP for the period of June 2019 to November
2019 for your kind perusal.

Thanking you

Project Director
Kolkata Environment Improvement Investment Program
Kolkata Municipal Corporation
Kolkata

Recd. 4.09.20
SFG Log: 4330



Semi-Annual Social Monitoring Report

Project number: 42266-026

Period: June 2019 – November 2019
Submission Date: December 2019

IND: Kolkata Environmental Improvement Investment Program – Tranche 3

This report was prepared by Project Management Unit, Kolkata Environmental Improvement Investment Program, Kolkata Municipal Corporation, Government of West Bengal for the Asian Development Bank. This document is made publicly available in accordance with ADB's Access to Information Policy and does not necessarily reflect the views of ADB.

This social monitoring report is a document of the borrower. The views expressed herein do not necessarily represent those of ADB's Board of Directors, Management, or staff, and may be preliminary in nature. Your attention is directed to the "terms of use" section of this website.

In preparing any country program or strategy, financing any project, or by making any designation of or reference to a particular territory or geographic area in this document, the Asian Development Bank does not intend to make any judgments as to the legal or other status of any territory or area.

**KOLKATA ENVIRONMENTAL IMPROVEMENT
INVESTMENT PROGRAM (KEIIP) – TRANCHE 3**

Project Management Unit (PMU)

**SEMI ANNUAL SOCIAL SAFEGUARDS MONITORING REPORT
TRANCHE 3
ADB LOAN 3689 - IND
(PERIOD JUNE 2019 TO NOVEMBER 2019)**

ABBREVIATIONS

ADB	-	Asian Development Bank
DSC	-	Design and Supervision Consultants
DWF	-	Dry Weather Flow
KMC	-	Kolkata Municipal Corporation
EA	-	Executing Agency
EARF	-	Environmental Assessment and Review Framework
EIA	-	Environmental Impact Assessment
EMP	-	Environmental Management Plan
GRC	-	Grievance Redressal Committee
GRM	-	Grievance Redress Mechanism
GW	-	Groundwater
INR	-	Indian National Rupee
KEIP	-	Kolkata Environmental Improvement Project
KEIIP	-	Kolkata Environmental Improvement Investment Program
PMC	-	Project Management Consultant
PMU	-	Project Management Unit
PS	-	Pumping Station
ROW	-	Right of Way
RP	-	Resettlement Plan
S & D	-	Sewage & Drainage
SPS	-	Safeguard Policy Statement
STP	-	Sewage Treatment Plant
SWF	-	Storm Water Flow
SW	-	Surface Water
TMP	-	Traffic Management Plan
WTP	-	Water Treatment Plant

Table of Contents

I	INTRODUCTION	1
A.	Executive Summary	Error! Bookmark not defined.
B.	Background of the Report and Project Description	2
C.	Scope of this report.....	4
D.	Sub-Project Categorization and IR Impacts	4
II	COMPENSATION, REHABILITATION AND MITIGATION MEASURES	8
III	PROJECT DISCLOSURE, PUBLIC PARTICIPATION AND CONSULTATION	9
IV	GRIEVANCE REDRESS MECHANISM (GRM)	10
V	INSTITUTIONAL ARRANGEMENT	11
VI	MONITORING RESULTS - FINDINGS	11
VII	FOLLOW UP ACTIONS, RECOMMENDATION AND DISCLOSURE	11
C.	Safeguards Requirements	15
E.	Safeguards Loan Covenants.....	17

List of Tables

Table 1 :	Sewerage and Drainage Packages under Tranche 3	2
Table 2 :	Summary Table on Tranche 3 Packages	4
Table 3:	Summary of Community Consultations held in Different Subproject Locations.....	9

List of Appendices

Appendix 1 :	FIELD VISIT PHOTOGRAPHS	12
Appendix 2 :	Summary of Stake Holders Consultation conducted on 28.07.19 at Kabardanga Ward Office of ward 142.....	13
Appendix 3:	social safeguards monitoring checklist ¹	14

I INTRODUCTION

A. Introduction

1. Kolkata Municipal Corporation (KMC) is mandated to provide urban services, including water supply, sewerage and drainage, to more than 5 million citizens of the Kolkata megacity. The Organization for Economic Cooperation and Development conducted the first global assessment of port cities' exposure to climate risks in 2007, and identified Kolkata and Mumbai in India among the top 10 cities with high exposure to flooding under current climate change forecasts. Over the last 2 decades, and with external partners' assistance, such as the World Bank and the Asian Development Bank, KMC has prepared and adopted comprehensive master plans and policies to increase its climate resilience.

2. In 2012, KMC prepared a road map to improve its water supply, sewerage, and drainage services by addressing gaps in coverage and operational efficiency. Physical investment of \$4 billion, and other investments in reforms and operational efficiency, including on-the-job training of \$20 million, was estimated. Kolkata Environmental Improvement Investment Program is a result of these investment plans and roadmap, master plans, and policies, to meet part of the large investment need to improve urban services and increase its resilience to climate change. Kolkata Environmental Improvement Investment Program incorporates phased sequencing for investment to systematically achieve expansions in sewerage and drainage network in peripheral or previously uncovered areas of Kolkata including the flood prone areas, increase sewage treatment capacity, improve water supply targeting reductions in nonrevenue water and increase financial and operational efficiency for sustained service improvement.

3. Project 3 will continue expanding sewerage and drainage services in selected peripheral areas of Kolkata Municipal Corporation (KMC) to at least 3,000 additional households and provide sewage treatment for at least 100,000 households covered under Kolkata Environmental Improvement Investment Program. It will construct (i) at least 43 km of additional sewer drain pipes; (ii) four pumping stations and at least 13 km of pumping mains and one existing pumping station upgraded; and (iii) three sewage treatment plants, with at least 115 million liters per day combined capacity. Project 3 will support KMC in enhancing its operational capacity and resilience of urban services. It will provide planning, preparatory and transaction advisory services for a comprehensive sanitation improvement in Kolkata, improve inclusiveness of public places, and provide training and capacity building of KMC staff in resilient urban services operations.

4. The resettlement framework was updated during the processing of Project 2 in 2016 to ensure consistency with ADB's SPS 2009 and government's laws. Seven land acquisition and involuntary resettlement due diligence reports (DDRs) were prepared and submitted for ADB's review for Project 3, in accordance with ADB's SPS, 2009, and government laws. Safeguards assessment and documentation of the remaining subprojects will be carried out in accordance with the provisions of the resettlement framework, if applicable.

B. Project Description

5. The Kolkata Environmental Improvement Project Phase 1 (KEIP 1) was a multi-agency endeavor to arrest environmental degradation and improve the quality of life in Kolkata. The aim of The KEIP was to provide affordable access to basic urban services, revamp and upgrade the sewerage and drainage (S&D) system, make the solid waste management system efficient, restore the city's drainage canals, and improve outdoor recreation facilities in parks and water bodies. It also had a stakeholder consultation program and a capacity building component to raise the standards of delivery of municipal services by the Kolkata Municipal Corporation (KMC). Financing was from the KMC, the Government of West Bengal and the Asian Development Bank (ADB). In addition, there was grant financing from the Department for International Development (DFID) of the United Kingdom for the KMC capacity building component of the project.

6. The works under the KEIP Phase 1 was completed on 30 June 2012, the closing date of the ADB loans. Both KMC and ADB wished to continue their combined efforts to improve the urban environment and living conditions in Kolkata, building on results achieved and experience gained. Therefore, a continuation of the KEIP was proposed, which was named as the Kolkata Environmental Improvement Investment Program (KEIIP) consisting of three projects, or tranches. KMC is the executing agency of the proposed investment program.

7. The KEIIP has been conceptualized as a Multi-tranche program - consisting of three projects or tranches. The first tranche of the multi-tranche financing facility is named KEIP Phase 2, the second project or Tranche 2 – KEIP Phase 3 and the third tranche is KEIP Phase 4. Total 8 subprojects prioritizing S&D work are proposed under Tranche 3. It is pertinent to mention that SD-22 is partly funded under tranche 2 and partly funded under tranche 3 and has not been included while preparing this report. A resettlement plan (RP) for SD22 has been prepared and implemented under tranche 2 and the RP implementation progress is covered in tranche 2 monitoring report. For the tranche 3 reporting purpose, 7 subprojects have been considered.

8. In continuation to the Tranche 2, different subprojects under KEIIP Tranche 3 have been proposed to be taken up for the areas which are not covered under KEIP and KEIIP – Tranche 1 and 2. The details of the subprojects are given in Table 1.

Table 1 : Sewerage and Drainage Packages under Tranche 3

Sl. No.	Package Name	Package Number
1	Improvement of S&D network and construction of a pumping station in Alipore body guard line premises in Ward 74	SD-27R
2	Construction of Sewage Treatment Plant near WBSETCL, Joka	SD-28
3	Construction of Sewage Treatment Plant at Bank Plot, MG Road, Joka	SD-29
4	Construction of Sewage Treatment Plant at Rajpur – Sonarpur , Rania	SD-30
5	Development of S&D Network in Churial Extension PS catchment & Diamond Park catchment and construction of Churial Extension pumping station (Annex) in Borough XVI (Part of Ward 124, 143 & 144)	SD-31Lot1
	Development of S&D network in Bakrahat road catchment (Ward 125)and laying of RCC sewer line along Bakrahat road and DH road by micro tunneling and cut & cover method	SD-31R2
6	Improvement of S & D system in Mukundapur area (Part of Ward 109) including construction of Mukundapur pumping station (Ward109)	SD-32
7	Construction of 2 new Pumping Stations near confluence of Lalababu Nikashi & Bagjola Canal and within Behala Node C premises, Sakuntala Park	SD-34

C. Scope of this report

9. The scope of the semi-annual social safeguard monitoring report is to present the periodic update of the project social safeguards implementation under Tranche 3 of the project in compliance with the ADB SPS, 2009, in particular reference to the approved IR documents - Resettlement Plan (RP) and Due Diligence Report (DDR). The report aims to capture (i) critical facts, significant finding, and recommended actions; (ii) identify any adverse impact in terms of IR impact or income loss during construction work; (iii) provide information on mitigate or compensate any adverse impact due to project work; (iii) describe the information disclosure and the consultations with people and facilitating their participation during project implementation; (v) describe the grievances received and complaints resolved if any.

10. This report covers Social Safeguard Monitoring, addressing all the issues related social safeguards with reference to the progress achieved and current status of reporting period from June 2019 to November 2019.

D. Sub-Project IR Impacts

11. The resettlement framework was updated during the processing of project 2 in 2016 to ensure consistency with ADB's SPS 2009 and government's laws. All subprojects under project 3 have been assessed for involuntary resettlement impacts. Seven 'land acquisition and involuntary resettlement due diligence reports' (DDRs) were prepared, submitted and approved by ADB after review for project 3, which is in accordance with ADB's SPS, 2009, and Government laws. For one S&D subproject (SD22), which received funding under both project 2 & 3, the resettlement Plan was prepared, approved and disclosed as part of project 2.

12. Under package SD-32, one land parcels have been identified for construction of combined pumping stations. The plot identified at Lalan Mancha, Mukundapur under KMC ward no. 109. The proposed plot belongs to Folk & Tribal Cultural Centre of Information & Cultural Affairs of Govt. of West Bengal. Earlier the pumping station was proposed in a vacant land located under Barakhola Mouza at Kalikapur. the proposed land is vacant, unused and free from any encumbrances. Thus the proposed construction work on the land parcel will not entail any involuntary resettlement impact. The DDR will be updated with relevant documents and information.

13. The primary objective of the social safeguard related to involuntary resettlement states – that impacts to be avoided or minimized to the extent possible for any infrastructure development work. With the progress of work for all the subprojects under Tranche 3, adequate measures are proposed to be adopted to avoid any adverse impacts either temporary or permanent in nature Though the DD Rs for the proposed sub-projects have been prepared and are in place, in case of any IR impacts during the implementation, the required safeguards document will be prepared in accordance with the approved resettlement framework and submitted to ADB for approval and compensation and assistances will be paid prior to the displacement of affected people.

14. The following Table 2 summarized physical progress of the sub-projects and potential IR impacts.

Table 2 : Summary Table on Tranche 3 Packages

Sl. No	Package No.	Package Title	Status of DDR / RP	Progress made till November '19	Scope of IR Impact	Impact on Indigenous People	Entitlements	Remarks
1	SD 27	Improvement of S&D network and construction of pumping station in Alipore body guard line premises in Ward 74	DDR disclosed on ADB website in July 2018	Date of commencement 20.11.2019	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-6 There is no change in design; however the DDR will be updated upon receiving the NOCs from the competent authorities as described in the report.
2	SD 28	Construction of Sewage Treatment Plant near WBSETCL, Joka	Do	Date of commencement 08.03.2019	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-5 There is no change in design; however the DDR will be updated upon receiving the NOCs from the competent authorities as described in the report.
3	SD29	Construction of Sewage Treatment Plant at Bank Plot, MG Road, Joka	Do	Date of commencement 08.03.2019	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-1 There is no change in design; updating of the DDR not required

4	SD 30	Construction of Sewage Treatment Plant at Rajpur – Sonarpur , Rania	Do	LOA issued to Ramky Infrastructure Ltd. on 30.05.2019	The final IR Impact will be assessed after finalization of Private Land	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-2 DDR will be updated on private land procurement process. The negotiated settlement process will be completed, along with socioeconomic survey of land sellers. Payment of negotiated price, paid in full and third party certification will be obtained, before handing over the land to the contractor.
---	-------	---	----	---	---	-----	----------------	--

5	SD - 31 Lot 01	Development of S&D Network in Churial Extension PS catchment & Diamond Park catchment and construction of Churial Extension pumping station (Annex) in Borough XVI (Part of Ward 124, 143 & 144)	Do	Date of commencement 18.10.2019	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-3
	SD 31 Lot 02	Laying of RCC sewer line along Bakrahat road and DH road by micro-tunnelling and cut & cover method	Do	TBER sent to ADB for approval 03.06.2019	Not Applicable	NIL	Not Applicable	No change in design. The DDR needs to be updated with No objection certificate from Irrigation and Waterways Department, Government of West Bengal, for constructing SWF Pumping Station and outfall sewers on Churial Canal;
6	SD 32	Improvement of S&D system in Mukundapur Area (Part of Ward 109) including construction of pumping station	Do	Re design is under progress	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-4 Procurement of govt land based on change in design is in process. The DDR will be updated with all relevant information and land documents.
7	SD 34	Construction of new Pumping Station at (1) Lalababu Nikashi/ Bagjola canal (2) Shakuntala park, within Behala Node "C" premises and allied S&D network in Ward 127	Do	Date of commencement 29.11.2019	Not Applicable	NIL	Not Applicable	Web link : https://www.adb.org/projects/documents/ind-42266-026-sddr-5 There is no change in design; updating of the DDR not required

8	SD 22	Construction of Sewerage and drainage Mains and Pumping Station in Churial Extension Catchment in Borough -XIII XVI	Do	LOA issued to ITD-CEMINDA JV DATE 22.12.2017	Yes	Nil	Prepared Entitlements for Temporary Livelihood loss	<p>Web Link https://www.adb.org/projects/documents/ind-42266-025-rp</p> <p>There is no change in design; updating of the DDR not required</p> <p>the IR impacts are addressed under Tranche 2 and the details are in T2 SMR</p>
---	-------	---	----	---	-----	-----	---	--

Source : MPR November 2019, DSC, KEIIP

II COMPENSATION, REHABILITATION AND MITIGATION MEASURES

15. Most of the sub-projects under Tranche 3 will be implemented either on government lands (owned by different government roads) or within the RoW of Public Roads owned and maintained by Kolkata Municipal Corporation (KMC) or Public Works Department (PWD Roads) in line with the Resettlement Framework (RF) for the project, where most of the subprojects have been proposed on government land.

16. During the feasibility study of Tranche 3 subprojects, it is anticipated that there will be no temporary impact on income loss for vendors and shop owners during the subproject construction. During design period of Tranche 2, Resettlement Framework have been prepared and approved by ADB for appropriate compensation and mitigation of adverse impacts on the APs. In case of any adverse impact identified or occurs during the phase of implementation work, the required safeguard documents will be prepared in accordance with approved resettlement framework and submitted to ADB and compensation will be paid to the affected person prior to the displacement of affected persons.

17. Subproject SD-22 has received funding both under tranche 2 and tranche 3. Temporary income loss to 11 small shop/business owners (including 1 vulnerable person) is assessed for a period of 30 days during pipe laying. Identification of Affected Persons has been completed. Stakeholder consultations were carried out for implementation of Resettlement Plan. Identity cards have also prepared and submitted to PMU for distribution. All the periodical progress have been documented and presented in Semi Annual Social Monitoring Report of Tranche – 2. The construction work to be done under tranche 3 has not yet been initiated by the contractors for SD 22. All mitigation measures will be undertaken and compensation will be paid to the affected persons before contractors mobilize in this section.

18. Temporary impacts to traffic movement are anticipated, that will be mitigated by careful traffic management through proper implementation of EMP, and in some areas traffic diversions with prior planning and proper management by the Contractors in consultation with the Traffic Police authorities and the community will be required. Access to properties, through provisions of pedestrian planks, provision of adequate signage have been proposed to avoid any adverse impact. The community people have been duly informed about the subprojects and will be consulted before start of civil work.

19. The contractors under Tranche - 3 will have specific provisions related to impact avoidance. The contractor will be required to maintain access to shops and residences, and safety through hard barricading of excavated alignments along narrow roads. Care will be taken to avoid/mitigate economic impacts through the following measures: (a) announcement of proposed civil works in advance (b) provision of planks to ensure pedestrian access; (c) careful timing of implementation to avoid peak sale hours/days; (d) night work in commercial areas, where possible; (e) minimizing construction period to the extent possible; (f) assistance to mobile vendors to shift nearby; (g) signages with project details and contact details for grievance redress; and (h) proper traffic management. These measures will be part of the contract and will be enforced through it, with careful monitoring by the Safeguard Monitoring Unit (SMU) of KEIP PMU.

20. The construction work of Tranche - 3 has just begun; it is assumed that, the work will be completed by 2022. The Tranche – 3 subprojects have been designed in such a way that it will not have any adverse impact by adopting suitable technology and routing of pipes along public ROW. Moreover, proper implementation of Environment Management Plan and effective traffic management will minimize the scope of impact too.

III PROJECT DISCLOSURE, PUBLIC PARTICIPATION AND CONSULTATION

21. Public consultation and participation of the community and stakeholders to keep them informed on the project progress, their involvement in the process and issues pertaining to environment and social considerations. During the project planning stage several consultations were conducted with the community members (residents, business owners, workers) and other key stakeholder's at the subproject locations to better understand the existing gaps in drainage and sewerage system, issues related to water logging and environmental hazards. **(Annexure 2)**

Table 3: Summary of Community Consultations held in Different Subproject Locations

Sl.No.	Date	Sub-project Location	Location	No. Of Participants
1	28.07.19	TR - III SD- 28 SD -29	Kabardanga Ward Office Ward 142	Female-0 Male- 8 Total -8

IV GRIEVANCE REDRESS MECHANISM (GRM)

22. Common Grievance Redress Mechanism: A common grievance redress mechanism (GRM) has been established for social, environmental or any other subproject related grievances.

23. Grievance Redress Process: PMU maintains a Complaint Cell at KEIIP office, located at 206 A J C Bose Road Kolkata 700017 headed by a designated Grievance Redress Officer, which is currently officiated by the Administrative Officer under Project Director of KEIIP. The Complaint Cell will also serve as Public Information Centers, where, apart from grievance registration, information on the Project, subprojects, social and environmental safeguards, etc can be provided.

24. At every Borough Office of KMC under which the civil works are in progress, a drop box has been kept to receive and complaints and suggestions from the community people. At Contractors' site offices, complaint and suggestion register have been made available for lodging any complaints. The concerned Executive Engineers of KEIIP monitor these registers during their site visits and if possible take necessary actions for redressal of minor complaints with intimation to the complainant.

25. The Grievance Registration / Suggestion Form are available at the Complaints Cell and in Borough Offices and will also be downloadable from the KEIIP/KMC websites. Grievances /suggestions of affected persons can be dropped into suggestion boxes or conveyed through phone or mail. Affected Persons will also be able to register grievances - social, environmental or other, personally at the Complaint Cell and at Borough offices of KMC.

26. All complaints (unresolved at local site / Borough level) relating to KEIIP are to be sent to the project Director, KEIIP including those received in the KMC/KEIIP website for redress. The Grievance Redress Officer is responsible to resolve simple unresolved issues and in case of complicated issues, consult/seek the assistance of the Environment/Social Specialist of the DSC / PMU. Grievances not redressed through this process within one month of registration will be brought to the notice of the Project Director, KEIIP. Action taken in respect of all complains will be communicated to the complainant by letter, over phone or e-mail as the case may be.

27. Periodic community meetings with stakeholders have been conducted on regular basis, explaining the Grievance Redress Mechanism of the project. Handouts developed in vernacular language have been distributed among the affected persons. Banners and Posters explaining Grievance Redressal process have been displayed at prominent places of subproject area. People have been informed that they can lodge their complaints at every construction sites or Contractors' site office of respective packages. Suggestion Box has also been mounted in KMC Borough Offices of Br. I, XI, XIII, XIV & XVI to cover major portions of subproject areas under KEIIP.

28. **Grievance Redress Committee (GRC):** A PMU level GRC has been constituted by the Project Director to address grievances. Grievances not resolved at borough level are referred to PMU level. However, grievances that cannot be resolved at PMU level may be referred to the apex grievance redress committee (GRC). Still unresolved issues may approach the appropriate court of law.

29. Time period for grievance redress at each level are as follows:

- | | |
|-------------------------------|----------------------------|
| i) Site level – 7 days | ii) Borough level – 7 days |
| ii) GRC – PMU level – 15 days | iv) Apex GRC- 15 days |

30. Physical work have been initiated for SD 28 and SD 29 sub-projects, no grievances/ complaints related to any social issue have been registered by the community members during the reporting period – June 2019 – November 2019.

V INSTITUTIONAL ARRANGEMENT

31. An institutional arrangement is in place for the project that ensures all sub-projects are implemented in compliance with ADB SPS, 2009. The subproject is being implemented and monitored by the Project Management Unit (PMU). At the PMU level, there are two safeguard specialists' responsible environmental and social safeguards. PMU Environment Specialist is the overall in-charge on Environmental safeguard of the program. The responsibilities of the Environmental Specialist ensures that (i) environmental safeguard issues are addressed; (ii) EMP/ approved Site Environment Plan (SEP) is implemented; (iii) physical and non-physical activities under the subproject are monitored; and (iv) monitoring reports are prepared on time and submitted to ADB. Safeguard Monitoring Unit (SMU) of PMU is ensuring field level monitoring and safeguard documentation.

32. For ensuring social safeguards for the project the Social Safeguard Specialist of PMU is supported by Safeguard Monitoring Unit (SMU). The PMU Social Safeguard Specialist ensures monitoring and implementation of social safeguards at subproject locations. The PMU Social Safeguard Specialist is supported by the Social Safeguard Specialist from Design and Supervisions Consultants (DSC) who is also responsible for regular monitoring follow up and supports the SMU team with handling of social issues at subproject locations.

33. The Safeguard Monitoring Unit is responsible to: (i) conduct site visits to all sub-project locations in regular intervals, (ii) orient Contractors and its workers on social safeguard, so that the implementation work is carried out in compliance, (iii) community consultation and awareness programs at subproject locations, (iv) collect information related to grievance/complaints and duly informs higher authorities of the Project and Contractor Engineers for redress, and (v) prepare monthly progress report and monitoring reports.

VI MONITORING RESULTS - FINDINGS

34. In the present reporting period, physical progress of work is yet to begin for subprojects. The project areas have been visited by the safeguard team from PMU, DSC along with the DSC Engineers in presence of the Contractors. There are no major findings as the work is yet to be started.

VII FOLLOW UP ACTIONS, RECOMMENDATION AND DISCLOSURE

35. The follow up actions for the next phase are as follows:

- Continue monitoring of the subproject implementation to assess the IR impacts and accordingly mitigate the issues
- Continue to conduct stakeholder consultation at the subproject locations
- Create awareness among community people in subproject implementation locations on grievance redress mechanism and to use it

Appendix 1 : FIELD VISIT PHOTOGRAPHS

Stakeholder Consultations of Tranche III - SD 31 / Lot – 2 in Bakrahat and Diamond Harbour Road



Appendix 2 : Summary of Stake Holders Consultation conducted on 28.07.19 at Kabardanga Ward Office of ward 142

Date	Package	Ward / Location	No of Participants	Key issue Discussed	Photographs
28.07.19	TR - III SD- 28 SD -29	Kabardanga Ward Office Ward 142	Female-0 Male- 8 Total -8	<p>1. A consultation was conducted at Kabardanga KMC Ward office of ward 142, regarding Environmental and Social Safeguard issues related to KEIIP's overall project work.</p> <p>2. KMC officials in presence of engineers of DSC KEIIP discussed about the present situation of the subproject area which has been added under the jurisdiction of Kolkata Municipal Corporation in the year 2014-15, earlier it was under the Joka - 1 Panchayat.</p> <p>3. The area is void of any dedicated Sewerage & drainage system which often causes flooding situation during monsoon periods.</p> <p>4. The DSC engineers explained the Project objectives and outcome. The Project has been designed to address all such issues as mentioned above. Apart from S&D work, water supply packages of KEIIP is also in full swing to meet the water demand of the public residing in the area under Borough - XVI.</p> <p>5. During construction special care there can traffic congestion which can avoided by channelling the local transportation system through alternate routes.</p> <p>6. There will be adequate support from the project team to resolve any issues rose during construction period.</p>	

Appendix 3: social safeguards monitoring checklist¹

Project Data			
Name of Project & Subproject :		KOLAKATA ENVIRONMENTAL IMPROVEMENT INVESTMENT PROGRAM	
Project Disbursement Status (%) :		0.73%	
Type of contract :	<input type="checkbox"/> Regular	<input type="checkbox"/> Design-Build	<input type="checkbox"/> Combined
Safeguards Categorization	A	B	C
IR		B	
IP		C	

A. Design and Engineering Status

Item	Status (Y/N)	Follow up required (Y/N)	Type of Required Action
Final detailed engineering design of the sub project completed	N	N	<input checked="" type="checkbox"/> Updated draft IR/IP <input type="checkbox"/> New RP/IPP preparation
Changes in project design/ scope (occurred or envisaged)	N	N	<input type="checkbox"/> Project re-categorization (IR/IP) <input checked="" type="checkbox"/> IR/IP Impact assessment <input type="checkbox"/> New RP/IPP preparation

B. Institutional Status Readiness

No	Item	Status (Ready/Not ready/NA)	Follow up required (Y/N)	Completion Deadline
1	Mobilization of civil works contractor	In progress	N	2019
2	Mobilization of Project Supervision Consultant	Ready	N	2018
3	EA's Safeguards Unit with designated staff	Ready	N	2018
4	Recruitment of External Monitoring Agency	NA	N	NA

¹ The checklist is to provide a snapshot/ guidance on the policy compliance of the project components/subprojects that have social safeguards issues. Not intended to replace the semiannual social safeguards monitoring report.

C. Safeguards Requirements

No	Item	Status (Ready/Not ready/NA)	Follow up required (Y/N)	Completion Deadline
1	Safeguards monitoring included in the project progress report	Ready	Y	June 2019
2	Final/ updated RP/IPP ² prepared and submitted	Ready	N	December 2019
3	Project's Grievance Redress Mechanism established	Not ready	Y	2019
4	Recruitment of third independent party for negotiated land acquisition	NA	N	NA
5	Project's ESMS (for FI) established			

D. RP/ IPP Monitoring Checklist³

Item No.	Safeguards Related Requirements	Status (Ready/Not ready/ NA)	Completion Deadline	Progress to Date/ Remarks
1.0	MANAGEMENT			
Institutional and Financing Arrangements				
1.1	Financing and budget : (i) safeguard office and staff; (ii) RP/IPP cost	<input type="checkbox"/> Ready <input type="checkbox"/> NA	2019	(i) Ready (ii) NA
1.2	Establish Safeguard Unit: (i) resettlement offices (ii) resettlement staff as in RP (iii) safeguards' database (iv) facilities (v) safeguards training	<input type="checkbox"/> Ready <input type="checkbox"/> NA <input type="checkbox"/> Ready <input checked="" type="checkbox"/> Ready <input type="checkbox"/> Ready	2019	(i) Ready (ii) NA (iii) Ready (iv) Ready (v) Safeguard Training will be conducted after awarding of all contracts
Updating of DD/RP/IPP based on Detailed Design				
1.3	Update DD/RP/IPP: (i) revise based on DMS (ii) revise implementation schedule (iii) revise budget	<input type="checkbox"/> Not Ready <input type="checkbox"/> NA <input type="checkbox"/> NA	2019	(i) Updated DDRs will be submitted (ii) There is no RP / IPP required (iii) There is no RP / IPP required
1.4	Compensation rates: (i) approved by Government ; (ii) Adequate as per RP/RF; (iii) APs informed.	<input type="checkbox"/> NA <input type="checkbox"/> NA <input type="checkbox"/> NA	2019	NA as there is no RP / IPP

² Detail checklist for RP/IPP supervision provided in section D.

³ For project with multiple RPs/IPP provide the status of each RP/IPP progress separately.

Disclosure and Grievance Redress Arrangements				
1.5	Disclose final/updated RP/IPP: (i) to the APs in local language; (ii) in ADB website; (iii) in EA's website	(iv) NA (v) NA (vi) NA	2019	NA as there is no RP / IPP
1.6	Disclose project activities to affected communities: (i) put up a project sign boards; (ii) distribution of project leaflets and GRM to affected communities	(i) Ready (ii) Ready	To be carried out throughout the project cycle	Activities will be commenced soon after all the contract will be awarded
1.7	Grievance redress committees: (i) clear terms of reference; (ii) appointment decree; (iii) publicly disclosed among APs.	(i) Not Ready (ii) Not Ready (iii) NA	2019	GRC is yet to take over the charge
1.8	Grievance redress records: (i) list and numbers of grievances received; (ii) numbers of resolved issues; (iii) numbers of cases under GRC review; (iv) outstanding cases (filed to court)	Activities will be commenced soon after all the contract will be awarded	To be carried out throughout the project cycle	Activities will be commenced soon after all the contract will be awarded
Monitoring and Reporting Arrangements				
1.9	Set up internal monitoring system : (i) assessment on capacity and staff requirements; (ii) criteria of	(i) Not Ready (ii) Not Ready (iii) Ready	Ready	Ready
1.10	Appoint external monitoring agency (as relevant): (i) recruitment schedule; (ii) TOR; (iv) baseline survey (v) reporting mechanism	Not Applicable	Not Applicable	Not Applicable
1.11	Reporting: (i) frequency; (ii) timeliness; (iii) identified issues; (iv) action taken and/recommendation.	(i) Ready (ii) Ready (iii) Ready (iv) Ready	To be carried out throughout the project cycle	Reporting in progress
2.0	PR/IPP IMPLEMENTATION			
Consultation				
2.1	Consultation: (i) responsibility; (ii) stakeholders Identified; (iii) consultation and process; (iv) documentation	(i) Ready (ii) Ready (iii) Ready (iv) Ready	To be carried out throughout the project cycle	Consultation process at levels is going on
Mapping and Assets Inventory				
2.2	AP Identity cards & affected assets records: (i) issuance and distribution of AP ID cards, (ii) detail measurements survey of affected assets and documentation	(i) Not Applicable (ii) Not Applicable	Not Applicable	Not Applicable
2.3	Land acquisition activities: (i) maps of affected and relocation sites; (ii) acquisition & relocation schedule; (iii) coordination with the asset's acquiring, transfer and registration bodies	Not Applicable	Not Applicable	Not Applicable
2.4	Common property/ public assets: (i) final inventory; (ii) restoration plan and schedule; (iii) funding sources	(i) Not Ready (ii) Not Ready (iii) Not Ready	To be carried out throughout the project cycle	Will commence with the inception of implementation work
Compensation, Relocation and Rehabilitation				
2.5	Payment of compensation and entitlements (as stated in the RP): (i) schedule of payment; (ii) records/ receipts of payment	Not Applicable	Not Applicable	Not Applicable
2.6	Relocation of process (relocation site readiness): (i) housing & associated facilities established; (ii) transfer of new land/plot/ house ownerships completed	Not Applicable	Not Applicable	Not Applicable
2.7	Provision of (a) income restoration, (b) additional assistance for vulnerable APs, (c) training, etc. (as stated in the RP): (i) per type of activities; (ii) schedule of implementation	Not Applicable	Not Applicable	Not Applicable

Monitoring and Reporting			
2.8	Submission of the reports: (i) semiannual monitoring reports; (ii) external monitoring and evaluation reports (as required); (iii) completion report	<input type="checkbox"/> Ready <input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> To be prepared At the end of the project	To be carried out throughout the project cycle As stated in the status column
2.9	Transfer of acquired assets to the acquiring agency	In process	Within project cycle based on progress of subprojects Transferring of assets are under process

E. Safeguards Loan Covenants

Item No.	Covenant	Status of Compliance
<i>{List Relevant Schedule #, Para #.}</i>	<i>{List Relevant covenants}</i>	<i>(Briefly describe status of compliance)</i>
Land Acquisition and Involuntary Resettlement		
Schedule 5, SL 8	The Borrower shall ensure or cause the EA to ensure that all land and all rights -of - way required for the Project and all Project and Subproject facilities are made available to the Works contractor in accordance with the schedule agreed under the related Works contract and all land acquisition and resettlement activities are implemented in compliance with	<p>The subprojects, under Tranche – 3 are likely to commence soon. LOA have been issued to respective contractors for 3 packages.</p> <p>(i) SD – 30: DDR will be updated on private land procurement process. The negotiated settlement process will be completed, along with socioeconomic survey of land sellers. Payment of negotiated price, paid in full and third party certification will be obtained, before handing the land over to the contractor.</p>
(a)	All applicable laws and regulations of the Borrower and the State relating to land acquisition and involuntary resettlement	<p>(ii) SD – 32: After finalization of site for STP (Mukundapur) and revised design, safeguard documents will be updated and row will be handed over to the contractors</p> <p>(iii)SD-34: Transfer of Railway land is under process. The proposed land will be handed over to the contractor after completion of handing over process.</p> <p>No physical progresses have been made within the reporting period of this SSMR in either project.</p>
(b)	the Involuntary Resettlement Safeguards	
(c)	the RF; and	
(d)	all measures and requirements set forth in the respective RP, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	

Item No.	Covenant	Status of Compliance
Schedule 5, SL 9	Without limiting the application of the Involuntary Resettlement Safeguards, the RF or the RP, the Borrower shall ensure or cause the EA to ensure that no physical or economic displacement takes place in connection with any Subproject until:	No potential adverse impact has been observed in any subprojects under TR – 3, except under SD – 22, where Temporary income loss to 11 small shop/business owners (including 1 vulnerable person) is assessed for a period of 10 days during pipe laying. IR implementation has been done under Tranche -2 As per the approved Resettlement Plan, adequate compensations will be paid to the APs before commencement of contract package.
(a)	compensation and other entitlements have been provided to affected people in accordance with the RP; and	
(b)	a comprehensive income and livelihood restoration program has been established in accordance with the RP.	
Indigenous Peoples		
Schedule 5, SL 10	The Borrower shall ensure or cause the EA to ensure that the Project does not involve any indigenous peoples' impacts within the meaning of the SPS. In the event the Project involves any such impacts, the Borrower shall ensure, or cause the EA to take all steps required to ensure that the Project complies with the applicable laws and regulations of the Borrower and the State and with the SPS.	No indigenous people have been identified and no adverse impact due to project activity.
Human and Financial Resources to Implement Safeguards Requirements		
Schedule 5, SL 11	The Borrower shall ensure or cause the EA to ensure that all necessary budgetary and human resources to fully implement the EMP and RP, as required, are made available	Based on assessed impacts, a resettlement plan has been prepared in convergence with project Resettlement Framework and proper budgetary provisions. For successful implementation of Resettlement Plan, experienced team have been engaged under the guidance of project experts to mitigate all issues related to compensations and other social issues.

Item No.	Covenant	Status of Compliance
Safeguards - Related Provisions in Bidding Documents and Works Contracts		
Schedule 5, SL 12	The Borrower shall ensure or cause the EA to ensure that all bidding documents and contracts for Works contain provisions that require contractors to:	<p>All bidding documents and contract packages are prepared strictly adhering to the guideline of Asian Development Bank with all provisions.</p> <p>Contractor's orientation are planned to be organized throughout the project cycle on safeguard issues and process of implementation, following the provisions of contract packages.</p> <p>Adapting proper mitigation measures based on findings of monitoring reports are one of major pillars of implementing safeguard measures.</p>
(a)	comply with the measures and requirements relevant to the contractor set forth in the IEE, the EMP and the RP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set out in a Safeguards Monitoring Report;	
(b)	make available a budget for all such environmental and social measures	
(c)	provide the EA with a written notice of any unanticipated environmental, resettlement or indigenous peoples risks or impacts that arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP or the RP	
(d)	adequately record the condition of roads, agricultural land and other infrastructure prior to starting to transport materials and construction; and	
(e)	fully reinstate pathways, other local infrastructure, and agricultural land to at least their pre-project condition upon the completion of construction.	
Safeguards Monitoring and Reporting		
Schedule 5, SL 13	The Borrower shall ensure or cause the EA to do the following:	Safeguards monitoring reports will be prepared and submitted to Asian Development Bank bi-annually for obtaining approval to disclose relevant information related to project affected persons, monitoring findings, recommendations, mitigation measures adopted to avoid any adverse impact etc.
(a)	submit semi - annual Safeguards Monitoring Reports to ADB and disclose relevant information from such reports to affected persons promptly upon submission;	

(b)	if any unanticipated environmental and/or social risks and impacts arise during construction, implementation or operation of the Project that were not considered in the IEE, the EMP or the RP, promptly inform ADB of the occurrence of such risks or impacts, with detailed description of the event and proposed corrective action plan; and	In case any unanticipated incident, proper mitigation measures will be adopted. Based on the nature of impact safeguard documents will be updated and included in monitoring reports for disclosure
(c)	report any breach of compliance with the measures and requirements set forth in the EMP or the RP or promptly after becoming aware of the breach.	

Source : PMC, KEIIP (LOAN AGREEMENT (Ordinary Operations)⁴

Overall Status of Compliance		
<input type="checkbox"/> <u>Not complied</u> – Redressed action & monitoring required	<input checked="" type="checkbox"/> <u>Complied</u> with further monitoring	<input type="checkbox"/> <u>Fully complied</u> – no further action

⁴ Compliance of Particular Covenants specified under Schedule 5 to Loan Agreement – Tranche 3 (LOAN NUMBER 3689 – IND): As provided under Article IV, “Particular Covenants” of the Loan Agreement, in the carrying out of the project and operation of the project facilities, the IA and the EA shall perform all obligations set forth in Schedule 5 to the Loan Agreement and the Project Agreement. This section of the QPR specifies the status of achieving those particular covenants specified under Schedule 5 to the Loan Agreement. This section also refers to the Framework Financing Agreement (FFA) signed between ADB and Government of India, dated 08 August 2013 concerning the obligations that requires fulfilment under the program.