

Community Participation Framework

Project Number: 52328-002
June 2020

India: Maharashtra Rural Connectivity Improvement Project—Additional Financing

Prepared by the Maharashtra Rural Road Development Association (MRRDA), Rural Development & Panchayat Raj Department, Government of Maharashtra for the Asian Development Bank.

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CURRENCY EQUIVALENTS

(as of 3 April 2020)

Currency unit	–	Indian rupee (₹)
₹1.00	=	\$0.01313
\$1.00	=	₹76.18

ABBREVIATIONS

ADB	Asian Development Bank
AP	affected peoples
BPL	below poverty line
CBO	community based organisation
CPR	common property resource
DPR	detailed project report
GP	Gram Panchayat
GRC	grievance redress committee
MOU	memorandum of understanding
MRCIP	Maharashtra Rural Connectivity Improvement Project
MRRDA	Maharashtra Rural Road Development Association
NGO	non-governmental organization
PIU	project implementation unit (at district level)
PRI	Panchayati Raj Institution
PWD	person with disability
SPS	Safeguard Policy Statement
VAP	vulnerable affected people

GLOSSARY

Compensation. Payment in cash or in kind for an asset or a resource that is acquired or affected by a project at the time the asset needs to be replaced.

Cut-off date. The completion date of the census of project-displaced persons is usually considered the cut-off date. A cut-off date is normally established by the borrower government procedures that establish the eligibility for receiving compensation and resettlement assistance by the project displaced persons. In the absence of such procedures, the borrower/client will establish a cut-off date for eligibility.

Displaced persons. In the context of involuntary resettlement, displaced persons are those who are physically displaced (relocation, loss of residential land, or loss of shelter) and/or economically displaced (loss of land, assets, access to assets, income sources, or means of livelihood) as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Economic displacement. Loss of land, assets, access to assets, income sources, or means of livelihood as a result of (i) involuntary acquisition of land, or (ii) involuntary restrictions on land use or on access to legally designated parks and protected areas.

Entitlement. Resettlement entitlements with respect to a particular eligibility category are the sum total of compensation and other forms of assistance provided to displaced persons in the respective eligibility category.

Income restoration. Re-establishing productive livelihood of the displaced persons to enable income generation equal to or, if possible, better than that earned by the displaced persons before the resettlement.

Meaningful consultation. A process that (i) begins early in the project preparation stage and is carried out on an ongoing basis throughout the project cycle; (ii) provides timely disclosure of relevant and adequate information that is understandable and readily accessible to affected people; (iii) is undertaken in an atmosphere free of intimidation or coercion; (iv) is gender inclusive and responsive, and tailored to the needs of disadvantaged and vulnerable groups; and (v) enables the incorporation of all relevant views of affected people and other stakeholders into decision making, such as project design, mitigation measures, the sharing of development benefits and opportunities, and implementation issues.

Relocation assistance. Support provided to persons who are physically displaced by a project. Relocation assistance may include transportation, food, shelter, and social services that are provided to the displaced persons during their relocation. It may also include cash allowances that compensate displaced persons for the inconvenience associated with resettlement and defray the expenses of a transition to a new locale, such as moving expenses and lost work days.

Affected Person. Project affected people who might suffer disproportionately or face the risk of being further marginalized due to the project and specifically include: (i) Households Below Poverty Line¹ (BPL) as per the state poverty line for rural areas, (ii) Households becoming BPL

¹ The determination of BPL households under the Community Participation Framework will be as per two criterions: a) Government list or BPL card b) Community meeting, wherein the community confirms that an affected family falls in the category of economically weaker section and thus needs to be assisted under the Project.

as a result of loss of assets and / or livelihood, (iii) Households losing structure, (iv) Female headed household, (v) Minor (Below 18 years) owner losing/structure, (vi) Scheduled Caste, (vii) Scheduled Tribe, and (viii) Differently abled person.

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I. INTRODUCTION

A. Background

1. Rural connectivity becomes a critical component in the socio-economic development of rural people by providing access to amenities like education, health, marketing, etc. It has been established that investments in rural roads lifts rural people above the poverty line. The evidence also indicates that as the rural connectivity improves, the rural poverty levels come down. The rural producers, especially the poor and the small producers, suffer from constraints that limit their livelihoods, which includes: (i) poor transport due to poor roads which limits their access to markets, increases cost of production because of higher input and transportation costs, and lowers commodity price due to remoteness; and (ii) limited access to demand-driven financial services, especially seasonal agricultural credit and loan for microenterprises. The Maharashtra Rural Connectivity Improvement Project—Additional Financing will support the State of Maharashtra's ambitions by contributing to accelerated, sustainable rural development, underpinned by stronger governance at central and local levels. The project is expected to have a transformative impact on the socioeconomic development of the state as a whole.

2. The project will improve around 2,900 kilometers (km) of rural roads to all-weather standards and construction of 236 bridges. This improvement will support rural populations across 34 districts and help bolster the agriculture sector.¹ Many of the existing rural roads to be taken up under the project are too narrow to handle the existing traffic and do not meet adequate standards.

3. During the upgradation/strengthening of roads, the project will not involuntarily acquire land for widening of roads. As per design standards for rural roads manual,² crest width of rural roads will be 3.75 meters with earthen shoulders of 1.875 meters on either side. There is very limited requirement of additional land for the project as the works will be primarily within the existing right of way. Road geometry will be improved within the existing right of way which practically is a width between embankment toes on either side. If additional land is required to address road safety (such as for bridge approaches and short-term construction-related requirements) then landowners(s) will have an option to voluntarily donate land on a temporary or permanent basis. Voluntary land donation must follow the rigorous protocol outlined within this Community Participation Framework.

4. Participatory transect walks will be undertaken along each road within the project to determine mitigation measures to avoid and reduce impacts.

II. SUGGESTED GUIDELINES FOR TRANSECT WALK AND CONSULTATION

A. Transect Walk

5. The following procedure will be followed for conducting transect walks:

¹ Upgradation/strengthening will be for the existing rural roads while new connectivity will be for the habitations that are presently having no roads; the connectivity to these unconnected habitations are generally by existing earthen roads/tracks.

² Indian Road Congress: SP:20 (Rural Roads Manual).

- (i) A formal notice of the scheduled transect walk to be displayed at a prominent place in the Gram Panchayat informing the date and time for the transect walk and inviting the community for their participation in the transect walk.
- (ii) If the road length is too long for all participants to walk, participants will walk all portions of the road where negative impacts are likely. The rest of the road length can be covered by vehicle.
- (iii) The representatives/officials of the concerned Gram Panchayat and project implementation unit officials must participate in the transect walk. Participation of vulnerable groups in the community will be encouraged and accommodated.

B. Formal Consultation Session

6. The details of the transect walk and consultation should be recorded in the format given in **Appendix 1**.

- (i) The session should start with a description of the project by the project implementation unit (PIU) officials to the community. The following information should be covered in the description:
 - Overview of the project and criteria for selection of subprojects (roads).
 - The role and involvement of representatives from the concerned Gram Panchayat & communities in project planning, design and implementation.
 - Expectations of the project from the beneficiary and communities.
 - Outputs of the transect walk and how the concerns of the communities have been incorporated into the design, if not, why they have not been incorporated.
- (ii) After the description of the project, suggestions from the community on the project and issues should be obtained and documented.
- (iii) Responses to the issues raised would be provided by the PIU officials and representatives of the concerned Gram Panchayat during the consultation meeting.
- (iv) The PIU officials should summarize the issues and record willingness of the participants to donate land additional land required for the project.
- (v) Conclusion by the Gram Panchayat/PIU representatives.

INFORMATION TO BE DISCLOSED TO COMMUNITY

(To be translated into local language)

- A. What is the Maharashtra Rural Connectivity Improvement Project?
- B. Who will improve the road?
- C. The project & Asian Development Bank
- D. How are the project roads selected?
- E. How will the community participate in the project?
- F. Definition of Vulnerable Affected Persons (VAPs)
- G. Support/Assistance Provisions for Affected Persons (APs)
- H. Grievance Redressal Mechanism
- I. Information about Implementing Agencies and Contact Persons

Project Implementation Unit (PIU):

Address: _____ Tel: _____ E-mail: _____

Contact Person & Designation _____

Maharashtra Rural Road Development Association (MRRDA):

Address: _____ Tel: _____ E-mail: _____

Contact Person & Designation _____

III. SUGGESTED GUIDELINES FOR VOLUNTARY LAND DONATION

A. Procedural Guideline

7. Voluntary land donation will be the method if private land is required to improve the design of the project. Voluntary land donation involves the contribution by individuals of land for a project that has community benefits including rural roads that are part of the community driven development. The basic principles are the following:

- (i) The project benefits will realistically offset the size of the donated land;
- (ii) In case negotiations for voluntary land donation fail, eminent domain or other powers of the country will not be used;
- (iii) The donation will be limited to only land and minor assets (houses and major assets will be excluded from donation);
- (iv) For households donating land, no physical displacement will take place; and
- (v) To ensure that no one donating land is severely affected, the donation will be limited to maximum 5% of the land owned.

8. Voluntary land donation is not within the scope of the SPS.³ However, to ensure that land donation will be carried out on a voluntary basis and that persons donating are not adversely impacted, proper due diligence and meaningful consultation will be conducted.⁴ The due diligence and consultation will (i) verify that the donation is in fact voluntary and did not result from coercion, using verbal and written records and confirmation through an independent third party or legal authority; and (ii) ensure that voluntary donations do not severely affect the living standards of affected persons and benefit them directly.

9. The process of voluntary land donation must ensure that landowners can exercise “power of choice” based on full information. Voluntary land donation cannot involve any element of coercion. Individual verification is mandatory to ensure that people are volunteering land of their own volition.

10. The steps for voluntary land donation are as follows:

- (i) Disseminate information on project information and voluntary land donation concept to all stakeholders, including affected parties and government agencies;
- (ii) Identification and verification of land to be donated through screening and survey with cadastral map;
- (iii) Awareness raising, information sharing, and meaningful consultation with affected landowner(s);
- (iv) Obtaining signed agreement for land donation in presence of independent third-party witness;
- (v) Transfer of title for donated portion of land; and
- (vi) Verification and monitoring by external monitor.⁵

11. To ensure transparency, written confirmation of voluntary donation will be submitted by the owners of land/asset affected by the project. The confirmation will be in the form of a Memorandum of Understanding (MOU) with an individual or a group, which will be done between

³ ADB. 2009. *Safeguard Policy Statement*, 2009. Manila.

⁴ If voluntary land donation is required from vulnerable households, it will be restricted to not more than 5%, and there should be proper mitigation measures for their affected assets (Table 1. Mitigation Measures).

⁵ Monitoring templates are included as **Appendix 8**.

the landowner(s) and the government agency (Maharashtra Rural Road Development Association [MRRDA]) executing the project and will be verified by an independent third party or legal authority.⁶

12. Consultations should be carried out in a meaningful manner to obtain the fullest support of the communities. Consultation methods used are formal and informal, individual and grouped. It is equally important to record each discussion and report any suggestions, complaints made by the community to relevant staff of District office/PIU, consultant or contractor in order to take decisions for the betterment of the project.

13. For monitoring land donation, an external monitor (supervision consultant) will be engaged to ensure that land donation is conducted in a transparent manner and without coercion. For portions of land that have been donated, land title will be modified and transferred to the acquiring agency.

B. Community Meeting and Consultation with Affected Persons

14. Continued consultations with affected persons will be conducted to ensure that affected peoples understand and support the project and actively participate in the implementation. Information sharing and meaningful consultation is important to avoid harm and reduce local conflict and project delays. National guidelines on COVID-19 will be strictly followed for consultations, transect walks, census-survey, GRM meetings, and the like.

15. The project will specifically target more vulnerable groups for information sharing and meaningful consultation. Seniors, non-titled persons, female-headed households' children and other stakeholders shall be consulted through focus group discussions, meetings and individual interviews. Stakeholder opinions and their perceptions shall be documented during these consultations.

16. The key stakeholders to be consulted during project preparation and implementation include:

- (i) Affected persons and beneficiaries;
- (ii) Gram Panchayat, elected representatives, community leaders, and representatives of community-based organizations;
- (iii) Relevant government agencies/ their representatives' viz. land revenue, forest etc.

17. Consultations will be recorded and cover the following aspects:

- (i) Procedure to be adopted for accretion of land assets (MOU);
- (ii) Environmental issues in the project and how the issues will be resolved;
- (iii) Schedule of census survey, method and criteria for identifying vulnerable affected persons;
- (iv) Options for support/assistance to affected persons identified as vulnerable;
- (v) Mechanisms for grievance redressal; and,
- (vi) Anticipated construction schedule.

⁶ The project team will (i) verify that the donation is in fact voluntary and did not result from coercion, using verbal and written records and confirmation through an independent third party such as a designated nongovernmental organization or legal authority; and (ii) ensure that voluntary donations do not severely affect the living standards of affected persons and benefit them directly.

C. Definition of Vulnerable Affected Peoples (VAPs)

18. The following categories of Affected Peoples (APs) are eligible for support and assistance as vulnerable APs:

- (i) Households Below Poverty Line⁷ (BPL) as per the state poverty line for rural areas
- (ii) Households becoming BPL as a result of loss of assets and / or livelihood.
- (iii) Households losing structure
- (iv) Female headed household
- (v) Minor (below 18 years) owner losing/structure
- (vi) Scheduled Caste
- (vii) Scheduled Tribe
- (viii) Differently abled person

D. Support/Assistance Provisions for Vulnerable APs

19. The project will also provide support/assistance to vulnerable APs who will voluntarily donate land or voluntarily shift structures, harvest crops, and/or move business kiosks. This support/assistance is introduced to ensure that the living standards and/or livelihood of these vulnerable APs will be enhanced or at least restored to pre-project level. Table 1 provides a matrix of mitigation measures.

Table 1: Support / Assistance For Vulnerable APs

Impact Category due to Voluntary Donation	Support and assistance Measures	Responsibility
Loss of Agricultural Land	<ul style="list-style-type: none"> Willing transfer of land by means of MOU. Advance notice to harvest standing crops. For vulnerable APs, assistance/support by means of (a) alternate land sites provided by Gram Panchayat (GP), or (b) cash assistance as per replacement cost⁸ by the (GP) to meet loss of land; and inclusion as beneficiaries in the existing poverty alleviation/livelihood restoration programs. For land involving traditional and tenurial rights, the legal provisions applicable of the central and state governments pertaining to transfer of land will be followed. Existing customary rights of the tribal communities on various categories of land shall be taken into account during the process of land transfer. 	Gram Panchayat (GP), PIU and land revenue department
Loss of Structure	<ul style="list-style-type: none"> Provision of alternate plot of land and structure of equivalent quality and value to be provided as per AP's choice, or cash assistance by GP to meet the 	GP, PIU and Land Revenue Department

⁷ The determination of BPL households under the Community Participation Framework will be as per two criterions: i) Government list or BPL card ii) Community meeting, wherein the community confirms that an affected family falls in the category of economically weaker section and thus needs to be assisted under the Project.

⁸ Replacement cost means the "cost" to replace the lost asset at current market value or its nearest equivalent, plus any transaction costs such as administrative charges, taxes, registration and titling costs allowing the individual / community to replace what is lost and their economic and social circumstances to be at least restored to the pre-project level.

Impact Category due to Voluntary Donation	Support and assistance Measures	Responsibility
	<p>loss of land and structure allowing the AP to purchase land and rebuild structure of equivalent standard.</p> <ul style="list-style-type: none"> • For loss of boundary walls and fences, willing transfer by means of MOU. In case voluntary donation of such structures are not possible, cash assistance as per replacement cost by GP to meet loss of such structures, or provision of materials and/or labor by GP to allow the AP to replace/rebuild the same. • For vulnerable APs, inclusion as beneficiaries in the rural development programs/housing schemes. • For tenants, assistance to find alternative rental arrangements by GP, or cash assistance equivalent to advance payments made to the owner. • For squatters, provision of alternative relocation site, or cash assistance as per replacement cost, or provision of building material and/or labor by GP, or inclusion as beneficiaries in the rural development programs/housing schemes. • For land and structure involving traditional and tenurial rights, the legal provisions applicable of the central and state governments pertaining to transfer of land will be followed. Existing customary rights of the tribal communities on various categories of land shall be taken into account during the process of land transfer. 	
Loss of livelihood	<ul style="list-style-type: none"> • For vulnerable APs, inclusion as beneficiaries in the existing poverty alleviation /livelihood restoration programs. In case of non-inclusion in such programs, cash assistance to meet the loss of income during transitional phase and for income restoration. • Assistance for asset creation by community and Gram Panchayat 	GP and PIU
Loss of Assets such as Trees and Ponds etc.	<ul style="list-style-type: none"> • Willing transfer of the asset by means of MOU. • For vulnerable APs, assistance for the loss of these assets through inclusion as beneficiaries in the existing poverty alleviation/livelihood restoration programs. In case of non-inclusion in such programs, cash assistance by GP to meet the loss of assets and income. 	PIU, GP and land revenue department
Loss of community owned assets such as temple, ponds, grazing land etc.	<ul style="list-style-type: none"> • Relocation or construction of asset by GP with technical inputs from PIU. • Consultations with the concerned section of the community in case of grazing land, etc. 	GP and PIU
Temporary impacts during construction include disruption of normal traffic, increased noise levels, dust generation, and damage to adjacent parcel of land	<ul style="list-style-type: none"> • The contractor shall bear the cost of any impact on structure or land due to movement of machinery during construction. • All temporary use of lands outside proposed RoW to be through written approval of the landowner and contractor. 	PIU, Land Revenue Dept, GP, Contractor

Impact Category due to Voluntary Donation	Support and assistance Measures	Responsibility
due to movement of heavy machinery	<ul style="list-style-type: none"> • Location of Construction camps by contractors in consultation with GP. • Contractor shall be responsible for regulating time of usage of heavy machineries, dust suppression, schedule of construction to allow normal traffic during morning and evening and signage of sensitive areas where safety is a concern. 	
Increased road safety risks	<ul style="list-style-type: none"> • During transect walk, and shortly before putting roads into operation: Increasing awareness of affected communities on road safety risks and measures to be implemented 	GP and PIU
Other impacts not identified	<ul style="list-style-type: none"> • Unforeseen impacts will be documented and mitigated based on the principles in this guideline. 	

AP= Affected Peoples, GP= Gram Panchayat, MOU= Memorandum of Understanding, PIU- project implementation unit

E. CONSULTATION MEETING WITH THE AFFECTED PERSONS

18. Separate Consultation with the affected persons including the non-titled persons and children should be held after the consultation meeting with the Gram Panchayat/community and also before finalization of the Detailed Project Report (DPR).

Major Issues to be discussed during the Consultation:

- (i) Concerns raised during transect walk addressed in DPR;
- (ii) Why concerns raised could not be addressed in DPR;
- (iii) Land width requirements;
- (iv) Procedure for voluntary land transfer (MoU);
- (v) Impacts and support/assistance provisions for vulnerable APs;
- (vi) Procedure of support/assistance; and
- (vii) Mechanism of grievance redressal.

Willingness to donate land

Yes (No. of APs):

No (No. of APs), if no then why?

.....

Summary of Discussion:

.....

Signature of Participants Present in the Consultation Meeting with Affected Persons

Sl. No.	Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

Sl. No.	Name	Signature
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

(Use separate sheet in case additional space required)

Refer **Appendix 2** for format on documentation of consultation meetings and consultation with affected persons including non-titled persons and children. **Appendix 3** provides a format for the Census Survey Questionnaire of APs while **Appendices 4 to 7** provide formats for documenting and display of details of APs and VAPs, MoUs for individual, group/community ownership.

IV. LAND DONATION PROCESS AND TRANSFER OF TITLE

19. A thorough consultation and discussion must take place first to confirm the need for private land requirement for the sub-project under the project. A signed MOU must be completed to initiate the process of land donation. In any case it is important to do an advance tracing (survey) along the proposed road. This will help to identify all road sections that need additional land from neighbouring land lots. Discussions with the DPR Consultants should be done to check any possibility of avoiding such additional requirement of land. Only if it appears to be really needed for the project, then the PIU with support of the Gram Panchayat should follow the process of obtaining group and/or individual consent as necessary through MOU for land donation.

20. Proper transfer of title to MRRDA for the portion of donated land must be undertaken and monitored. Once the group and/or individual consent is obtained, MRRDA through the Gram Panchayat will initiate the process for land ownership transfer in order to avoid the titleholder paying relevant duties and taxes on the donated portion of the land in the future. In coordination with Revenue Officials, the actual extent of land lost will be identified and on mutual convenient date both the representative of the Gram Panchayat/PIU and land owner(s) will visit Land Revenue Office and complete the process.

21. PIU will maintain the record of land donors properly by help of consultants. PIU will be responsible to record the process of land transfer, problem faced, lesson learnt and so on which will be reflected in the periodic reports of the project.

22. Land ownership transfer will start before the beginning of the construction and will continue until the transfer is completed for all affected families/parcels, completing the entire deed transfer process. The land transfer process involves the following stages:

- (i) Obtaining collective and/or individual consent letters in writing from each affected family or person;
- (ii) Distribution of assistance/support as per project entitlement matrix;
- (iii) Legal transfer of land ownership.

23. The land donors will be exempted from the tax of the government and other costs incurred during land ownership transfer.

V. GRIEVANCE REDRESS MECHANISM

24. A good grievance redress system is key to successful implementation of any infrastructure development project. Grievances from the affected people on social and environmental issues during project implementation will be addressed mainly through the existing local administrative system in close consultation with community leaders and local officials. Depending on the nature and significance of the grievances or complaints, grievances will be addressed at three levels. Simple and easily manageable grievances will be addressed at the Gram Panchayat level and more complex grievances will be addressed at the District and Project Director level. There will be a Grievance Redress Committee (GRC) at GP and District levels comprising the following:

A. GP Level:

- (i) Sarpanch/ member of PRI nominated by Sarpanch (Chairperson),
- (ii) Representative of the PRI/prominent persons from local community
- (iii) Community Organizers/NGOs/Community Based Organisation(CBOs) active in the Stateto attend as observers and to give support to APs.

B. District level

- (i) ExecutiveEngineer, PIU (Chairperson),
- (ii) Sub-divisional Magistrate (or his nominee)
- (iii) Member of the Grievance Committee of the concerned GP
- (iv) Community Organizers/NGOs/CBOs active in the State area to attend as observers and to give support to APs.

25. Each Gram Panchayat will form a Grievance Redresses Committee at GP level to hear complaints and grievances at local level. APs can approach the committee with his/her problem which is then discussed locally with the aim of amicable settlement. The Community Organizers/NGOs/CBOs active in the Project area will act as intermediaries to assist the vulnerable APs.

26. Grievances will be generally redressed within two to four weeks from the date of lodging the complaints. All complaints and resolution are recorded and reported at each level of the GRC. In addition, contractors should place complaint boxes at prominent places viz. religious places, contractor camp site etc. where local community members can submit their complaints/grievances and contractor's personnel should be in charge to collect the complaints/grievances and forward them to the GP and District level committee as necessary.

27. The key functions of the GRCs are to (i) provide support for APs to lodge their complains; (ii) record the complains, categories and prioritize them; (iii) settle the grievances in consultation with APs and project officials; (iv) report to the aggrieved parties about the decision/solution; and (v) forward the unresolved cases to higher authorities. The main steps to be followed for the grievance resolution are in Box 1:

Box 1: Steps for Grievance Resolution under the Project
<p>Steps 1: APs shall first file their complaints at GP level GRC. The complaints will be discussed among concerned parties to settle the issue locally (within 15 days). The Community Organizers/NGOs/CBOs active in the State will act as intermediaries to assist the vulnerable APs in the consultation and deliberation in this regard.</p> <p>Steps 2: If no amicable solution reached at GP level (within 15 days), APs can appeal to District level GRC. APs not satisfied with the solution reached at District level (within 15 days) can appeal to the Project Director at the MRRDA headquarters</p> <p>Steps 3: If APs are not contended with the decision of GRCs or in absence of anv response</p>

VI. MONITORING AND REPORTING

28. Monitoring will track the following: (i) the delivery of the planned social safeguards activities to the affected people and (ii) whether the planned activities are producing the desired outcomes. The project has envisioned to have no or minimal impact, however a robust monitoring system has been established. Monitoring templates are included as **Appendix 8**.

A. Internal Monitoring

29. **Aims and Objectives.** Internal monitoring will be done by the Supervision Consultants engaged by MRRDA. Supervision Consultants will bring to the notice of PIU/MRRDA on matters arising from internal monitoring. Internal monitoring should be carried out against the activities, time frames and budget set out in the MRCIP.

30. In addition to recording the progress in social safeguards activities, the Supervision Consultants will prepare monitoring report to ensure that implementation has produced the desired outcome. Information gathered from the monitoring exercise will be subjected to review by MRRDA and other relevant stakeholders in view of taking remedial measures to mitigate or solve the problems that need institutional interventions.

31. **Reporting Requirements.** Supervision Consultants will submit monthly progress reports on the following activities.

- (i) Information on any affected persons category wise (especially during construction period)
- (ii) Information on any structure affected
- (iii) Number of category wise vulnerable households assisted
- (iv) Number of gender issues reported by the affected persons
- (v) Number of gender issues resolved
- (vi) Number of GRC meetings held
- (vii) Number of complaints received by the GRC
- (viii) Number of grievances solved by the GRC

The Supervision Consultants will submit consolidate progress reports to the PIU/MRRDA on quarterly/biannual and annual basis.

B. External Monitoring

32. External monitoring consultants will be appointed to advise the MRRDA on safeguard compliance issues. If significant non-compliance issues are identified, MRRDA is required to prepare a corrective action plan to address such issues. PIUs at district level will have documents of monitoring results, identify the necessary corrective actions, and reflect them in a corrective action plan. MRRDA will study the compliance with the action plan developed in the previous month.

33. External monitors will prepare annual monitoring reports that document adherence to the project Community Participation Framework and any compliance issues and corrective actions. The annual monitoring reports will be forwarded to ADB for review and disclosure.

Appendix-1

FORMAT FOR RECORDING TRANSECT WALK & CONSULTATIONS WITH THE AFFECTED PERSONS

- 1) Name of Project Road/Bridge:
- 2) District:
- 3) Taluka/Block:
- 3) Gram Panchayat:
- 4) Date; Time:
- 5) Total Number of Participants in the Transect walk:
- 6) Numbers of Participants falling in the following categories:
 - Indigenous People:
 - Differently abled person
 - Households losing structure:
 - Women:
- 7) Name & Designation of the Key Participants:
 - From PRI:
 - From PIU:
- 8) Issues and suggestions raised by the Participants
 - (i) Road/Bridge alignment and design in general:
 - (ii) Road/Bridge approach width, embankment height and land availability:
 - (iii) Land owned/used by vulnerable groups of people:
 - (iv) Sensitive locations (forests, cultural properties, etc.):
 - (v) Water-related issues (drainage lines, rivers and water crossings, irrigation water courses, other water bodies, etc.):
 - (vi) Community features present at bridge location and impact there on (temple, cremation ghat, drinking water collection, irrigation water off take , any other)
 - (vii) Fishing and other economic activities near (100m upstream/downstream) bridge location and impact there on.
 - (viii) Suggestion on location of contractor's camp, material storage, access to bridge construction site etc.):
 - (ix) Suggestion on alternate routes during construction
 - (x) Road safety-related issues (major junctions, curves, bends, schools, hospitals etc.):
 - (xi) Other suggestions (such as borrow pits, etc.):
- 9) Major Outcomes of the Transect Walk (Summary):

- (xii) Changes/inputs to be incorporated in the design (alignment, road safety, drains, cross drains, irrigation water crossing etc.:
- (xiii) Extent of land take and willingness/unwillingness of land owner/users for donation:
- (xiv) Environmental issues to be resolved (ponds, water logging etc.):
- (xv) Other issues:

- Brief Summary of consultation held during transect walk:
- Major Issues discussed during the Consultation:
- Recommendations of the Social Safeguards Specialist:

10) The road alignment will be finalized with the best efforts to address the above issues.

Countersigned:

(Signature & name)
Representative of Gram Panchayat

(Signature & name)
PIU Engineer

(Signature & Name)
PIU Engineer

Attendance

[illegible]

Appendix -2**FORMAT FOR DOCUMENTATION OF VILLAGE MEETING AND CONSULTATION WITH AFFECTED PERSONS INCLUDING NON-TITLED PERSONS AND CHILDREN****1. PUBLIC CONSULTATION MEETING**

This meeting was held on[Date]..... at[Village]of[Taluka] under the chairmanship of[Name, position PRI representative]regarding construction of[Road/Bridge Name] under the proposed Asian Development Bank assisted Maharashtra Rural Connectivity Improvement Project (MRCIP) Additional Financing.

The villagers are happy to note that the village will be connected by the proposed all weather upgraded road/bridge under MRCIP Additional Financing. The road will provide improved transport connectivity between rural communities and economic/service centers, establish smooth traffic flow, reduced costs and travel time and serve as a tool for poverty alleviation.

The road construction will be carried out mostly within the existing road corridor/right-of-ways, with widening and minor realignments (especially at the sharp bend) where necessary. For this purpose, narrow strips of land may be required at some places and as per engineering design land will be required from the following persons as per schedule 'A'.

As discussed with the affected persons and the village communities in this meeting the affected persons have agreed to voluntarily donate the small portions of their land required for the road/bridge work as per schedule 'A' and accord their consent for the same by signing and/or putting their thumb impression in the schedule against the respective land under their ownership/possession.

Schedule 'A'

Sl. No	Name of Affected Person	Affected Plot No. as in Revenue Record	Amount of land required for road (M ²)	Total Land Owned by the affected person (M ²)	Signature/ Thumb Impression
1					
2					
3					
4					
5					

(Use separate sheet in case additional space required)

Representatives of Gram Panchayat present in the meeting hereby confirm that the above affected persons on their own have accorded consent for voluntarily donating the required land for the proposed road/bridge work and have agreed not to claim any compensation from the Government for the land donated for the road. The road will remain public property and the land owners agree to transfer the ownership of the donated land for the road in favor of the MRRDA, Government of Maharashtra, the executing agency.

We the villagers present in this meeting agree to extend our full cooperation to the Government in construction of the proposed road/bridge.

The meeting concluded with thanks to all the participants.

Signature & Name
(Representative of Gram Panchayat)

Signature of Engineer
(PIU Engineer)

Signature of Participants Present in the Consultation Meeting

Sl. No.	Name	Signature
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		

Sl. No.	Name	Signature
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		

(Use separate sheet in case additional space required)

Appendix -3

FORMAT OF CENSUS SURVEY QUESTIONNAIRE

1. Project Road/Bridge:
2. Household Identification Number:.....
3. Plot No.:
4. Name of the Head of the Household:.....
5. Vulnerability: Tick here if belong to any of the following:
 - Indigenous People:
 - Households Below Poverty Line
 - Female headed household
 - Households losing structure
 - Differently abled person [Person with disability (PWD)]
 - Any other (Specify)
6. Household Size:.....
7. No. of Adult earning members:
8. No. of Dependents:
9. Annual Income in Rs. (prior to donation):.....
10. Nature of Impact:
 - ☐ Loss of Agriculture land
 - ☐ loss of Residence
 - ☐ Loss of Commercial Structure
 - ☐ Any Other (Specify)
11. Type of land: 1. Irrigated; 2. Un-irrigated; 3. Barren and 4. Govt. land
12. Type of structure: 1. Kutcha; 2. Semi Pucca; and 3. Pucca
13. Category of AP: 1. Titleholder; 2. Squatter; 3. Encroacher; 4. Tenant;
5. Non-titled person; 6. Children; and 7. Others' (specify)
14. Agriculture:
 - 14.1 Size of Total Land holding (in acres/m²):
 - 14.2 Marginal farmer: a) Yes b) No
 - 14.3 Extent of impact (% of total land holding including any other land parcels owned elsewhere by the APs). Specify extent of loss in the following:

Less than 5%	More than 5% - less than 10%	More than 10% - less than 15%	More than 15% - less than 20%	More than 20% - less than 25%	More than 25%.....

 - 14.4 Size of the residual holding (in acres/m²):
15. Residence (Temporary House/Shed):
 - 15.1 Plot size (in sq mts):.....
 - 15.2 Extent of impact (Full/partial):.....
 - 15.3 Impacted Area (in sq. mts):.....
 - 15.4 Residual Plot viable: a) Yes b) No
 - 15.5 If No, Alternate house site (if relocation required):

Yes	No	If yes, specify

16. Commercial establishment:

- 16.1 Plot size (in sq mts):.....
- 16.2 Extent of impact (Full/partial):.....
- 16.3 Impacted Area (in sq. mts):.....
- 16.4 Commercial Plot viable: a) Yes b) No
- 16.5 If No, Alternate commercial site (if relocation required):

Yes	No	If yes, specify

17. Asset Loss:

- 17.1 Inventory assets lost (Trees, Wells, hand pump, Common Property Resource[CPRs] etc.):

18. Livelihood Loss due to donation of asset (Rs. / year) -----

- 18.1 Alternate livelihood sources, other than mentioned above:

Yes	No	If yes, specify

- 18.2 If yes, annual income from alternate source (In Rs.)? -----

- 18.3 Annual Income (in Rs.) after donation of asset? -----

Appendix -4

FORMAT FOR DOCUMENTING & DISPLAYING DETAILS OF AFFECTED PERSONS

A: FORMAT FOR DOCUMENTING PROFILES OF ALL AFFECTED PERSONS (APs)

District:	Taluka:	GP:
Name of Subproject Road/Bridge:	Total length (in km):	

Details of APs

Sl.No.	Village name	Name of the AP	Vulnerable Category					Type of Impact/Loss				Extent of Loss		Ownership (titleholder, squatter, encroacher, tenant)
			Indigenous People	Below Poverty Line	Female headed Household	Disabled (PWD)	Households losing structure	Land (total land holding size) with type of land (irrigated / un-irrigated)	Livelihood	Structure (partial / total and type of structure [sqm])	CPR, trees, crops (specify)	Land (sqm) (size of residual holding)	Structure (sq. m)	
Total														

Responsible agency/Person: **PIU Engineer:**..... **PRI representative:**.....

B: FORMAT FOR DISPLAYING INFORMATION OF VULNERABLE APs**District:****Taluka/Block:****Union:****Name of Subproject Road/Bridge:****Village-wise Details of Eligible APs**

Sl.No.	Name of the AP	Type of Loss	Vulnerability Category	Support/Assistance Options

Note: The following category of APs shall be entitled for support and assistance as Vulnerable APs:

- ☐ Indigenous People:
- ☐ Households Below Poverty Line
- ☐ Female headed household
- ☐ Households losing structure
- ☐ Differently abled person [Person with disability (PWD)]
- ☐ Any Other (Specify)

The mitigation proposed for the Project impacts on these vulnerable households will be as per the mitigation measures proposed in this guideline.

The PIU officials will facilitate and coordinate with GP the support/assistance to vulnerable APs as per his/her vulnerability and delivery of entitlements accordingly. The date and location for enrollment as well as procedure of support/assistance shall be disclosed in advance to the Vulnerable APs.

Further details available at:

Agency Name:**Address:****Contact Person Name:****Phone No.:**

Appendix -6**MEMORANDUM OF UNDERSTANDING***(For land donation in case signing is done individually)*

This memorandum of understanding is made on _____ day of _____ 2018 between Mr./Mrs. _____ resident of _____ (hereinafter referred to as "the First Party") and the Rural Development & Panchayat Raj Department, Government of Maharashtra, through Mr./Mrs. _____ (designation) _____ (hereinafter referred to as "the Second Party").

THESE PRESENTS WITNESS AS FOLLOW:

1. That the First Party is landowners with transferable right of _____ sq.m of land bearing Plot Nos. _____ in village _____, Taluka _____ of _____ district.
2. That the First Party has taken part in the transect walk conducted under the requirements of the Maharashtra Rural Connectivity Improvement Project (MRCIP) Additional Financing and has been made to understand the benefits of obtaining a rural road/Bridge for the village under MRCIP Additional Financing .
3. That the First Party hereby grants to the Second Party, out of its free will, above said land for the construction and development of rural road/Bridge in _____ GP under _____ Taluka of _____ District for the benefit of the villagers and the public at large.
4. That the First Party would not claim any compensation against the above said grant of land.
5. That the Second Party shall construct and develop the road/bridge and take all possible precautions to avoid damage to land adjacent to MRCIP road.
7. That the First Party also assures the Second Party that the first party will not indulge in any willful act of damaging the road or obstructing the movement of public and vehicles on the road/bridge.
8. That both the Parties hereto agree that the road/bridge so constructed/developed shall be public premises.
9. That the provisions of the MEMORANDUM OF UNDERSTANDING will come into force and effect from the date of signing of this deed.

IN WITNESS WHEREOF the Parties hereto have signed this deed on the day and the year first above written.

Signatures of the First Party

Signature for and on behalf of the Second Party

Witnesses:

Witnesses:

1. _____

1. _____

2. _____

2. _____

(Signature, name and address) (Signature, name and address)

Note: 1. A certified copy of the land title of the land holding should be attached with the MOU
 2. For loss of structure, if repair is not enough to address the loss, restoration cost shall be mentioned in the format appendix – 5 under the column Support/Assistance Options

MEMORANDUM OF UNDERSTANDING
(in case signing is done in group/community-wise)

This memorandum of understanding is made on _____ day of _____ 2018 between Mr./Mrs. _____ resident of _____ (hereinafter referred to as "the First Party") and the Rural Development & Panchayat Raj Department, Government of Maharashtra, through Mr./Mrs. _____ (designation) _____ (hereinafter referred to as "the Second Party").

THESE PRESENTS WITNESS AS FOLLOW:

1. That the First Party is the landowners with transferable right of the respective acres (or other units as applicable) of land bearing Plot Nos. as listed below in village _____ Taluka _____ of _____ district.
2. That the First Party has taken part in the transect walk conducted under the requirements of the Maharashtra Rural Connectivity Improvement Project (MRCIP) Additional Financing and has been made to understand the benefits of obtaining a rural road/bridge for the village under MRCIP Additional Financing..
3. That the First Party hereby grants to the Second Party, out of their free will, above said land as detailed in the list below for the construction and development of rural road/bridge in the village _____ under _____ Taluka of _____ District, for the benefit of the villagers and the public at large.
4. That the First Party would not claim any compensation against the above said grant of land.
5. That the Second Party shall construct and develop the road/bridge and take all possible precautions to avoid damage to land adjacent to road/bridge..
7. That the First Party also assures the Second Party that the first party will not indulge in any willful act of damaging the road/bridge or obstructing the movement of public and vehicles on the road/bridge..
8. That both the Parties hereto agree that the road/bridge so constructed/developed shall be public premises.
9. That the provisions of the MEMORANDUM OF UNDERSTANDING will come into force and effect from the date of signing of this deed.

S.No:	Name	Description of land owned	Description of land granted for MRCIP rural road/bridge

(add as many more who are donating their land)

IN WITNESS WHEREOF the Parties hereto have signed this deed on the day and the year first above written.

Signatures of the First Party

Signature for and on behalf of the Second Party

1. _____

2. _____

3. _____

(all the signatures of the First Party should be obtained)

Witnesses:

Witnesses:

1. _____

1. _____

2. _____

2. _____

(Signature, name and address)

(Signature, name and address)

Note: 1. A certified copy of the land title of the land holding should be attached with the MOU
2. For loss of structure, if repair is not enough to address the loss, restoration cost shall be mentioned in the format appendix – 5 under the column Support/Assistance Options

MONITORING FORMATS

Form Title	Preparation
Summary Monitoring Sheet (Form M-1)	Supervision Consultant/PIU
Verification of Ownership of Land and Assets (Form M-2)	Supervision Consultant/PIU
MOU Collection and Grievance Redressal (Form M-3)	Supervision Consultant/PIU
Progress of Distribution of Support/Assistance (Form M-4)	Supervision Consultant/PIU
External Monitoring and Evaluation (Form M-5)	External Monitor

Form M-1: Summary Monitoring Sheet (monthly)
(as of end[month],[year])

District: _____ **Taluka:** _____ **GP:** _____
Name of Road/Bridge: _____ **Package No.:** _____

Project stage	Task	Completed (Date)	Outstanding tasks	Time frame for completion
Road Selection stage	Selection of Road/bridge			
Project Planning & Design Stage	DPR Preparation Stage	Dissemination of Project Information		
		Sensitization of Community		
		Finalization of Alignment (Transect Walk, Alignment Shifts & Incorporation of Community Suggestion)		
		Consultations with Community/APs		
		Survey for Profile of APs		
		Identification of Vulnerable APs		
		Dissemination of Process of Voluntary Land donation, Support/assistance options & Grievance procedures		
		Finalization of support/assistance		
		Marking of Alignment		
		Incorporating Impact Mitigation Measures in DPR		
		Scrutiny and Approval of DPR		
Site Preparation Stage	Post DPR Stage	Collection of MoU		
		Advance Notice to Farmers with Standing Crops		
		Relocation/Shifting of Structures / Common Property Resources		
		Enrollment for Support/assistance		
		Provision of Support/assistance		
		Physical Possession of Land by EA		
Construction stage		Redressal of Grievances		
		Unforeseen Impacts		
		Tree Plantation		

Note: This form will be prepared monthly by the Taluka for each Union till issues related to voluntary donation of land are addressed.

Form M-3: MOU Collection and Grievance Redressal (monthly)
(as of end[month],[year])

District:

Taluka:

GP:

Name of Road/Bridge:

Package No.:

[illegible]

Form M-4: Progress of Distribution of Support/Assistance (monthly)
(as of end[month],[year])

District:

Taluka:

GP:

Name of Road/Bridge:

Package No.:

[illegible]

Form M-5: External Monitoring and Evaluation (Annual)
(For the period covering the One Year from (.....month,year) to (.....month,year))

District:

Taluka:

Name of Sample GP:

Name of Road/Bridge: Total #s of Sample Households (APs and Non-AP households):

Monitoring and Evaluation Indicators	Description
A. Adequacy of Budget (i) Enrollment of VAPs for support/assistance (ii) Funds allocated for cash assistance, relocation, legal process of land transfer and other support costs	
B. Severity of Impacts (i)% of APs losing < 5% and more land,% of vulnerable APs losing less than 5% and more% of APs having residual land below district average (iii)nos. of structures and CPRs affected. (iv)nos. of affected structures and CPRs relocated. (v) Variations in the number of APs and that in DPR	
C. Social Infrastructure Development Indicators (i) Increased ownership of production assets (agricultural implements, tractors etc.) (ii) Increased asset ownership such as four-wheelers, two-wheelers, motor cycle, bicycle etc. (iii) Reduction in travel time and cost to basic services such as educational, medical facility etc. (iv) Increased frequency of bus and other motorized vehicle services (v)number of children born in Primary Health Centers (vi) Enhanced enrollment in schools (vii) Improved road safety (viii) Increased women mobility and participation in decision-making process at their family and community level.	

Monitoring and Evaluation Indicators	Description
D. Economic Indicators (i) Source of income (ii)number of earners per household (iii)average number of days of employment in month/year (iv) Increase in wage rates (.....Rs./day) (v) Alteration in agricultural practices (Method and intensity of cropping, use of HYV etc.) (vi)number& frequency of migration for work	
E. Adequacy of Mitigation Measures (i)..... % of APs actually enrolled for provision of support/assistance (ii) % of AP continuing with schemes (iii) % of APs who perceive to have benefited from the schemes (iv) % of APs receiving alternate land and assistance for relocating and rebuilding structure or assistance for land and structure (v) % of APs receiving assistance for rebuilding structure on existing land not requiring relocation (vi) others	
F. Adequacy of Land Transfer Documentation (i) %of plots identified for land donation (ii) % of cases where deeds/mutation has been done	
G. Grievance Redressal (i)..... no. of grievances per APs in each corridor (ii) % of grievances redressed (iii) Any time for redressal of grievance existence and effectiveness of GR mechanism	