

# Social Monitoring Report

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Loan Number: 3139  
Grant Number: 0398  
Semestral Report (January-June 2022)  
July 2022

## Nepal: South Asia Subregional Economic Cooperation Power System Expansion Project (Off Grid)

Prepared by Alternative Energy Promotion Center for the Government of Nepal and the Asian Development Bank.

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**Currency Equivalents**  
(as of 30 June 2022)

NRs 1=	US\$0.0079
US\$ 1=	NRs126.3480

**Abbreviations**

ADB	Asian Development Bank
AEPC	Alternative Energy Promotion Centre
APs	Affected Persons
CUGs	Community User Groups
EA	Executing Agency
EARF	Environmental Assessment and Review Framework
ESSMU	Environment and Social Safeguard Management Unit
GESI	Gender Equality and Social Inclusion
GoN	Government of Nepal
GRC	Grievance Redress Committee
GRM	Grievance Redress Mechanism
IA	Implementing Agency
IP	Indigenous People
IPPF	Indigenous Peoples Planning Framework
kW	kilowatt
LRO	Land Revenue Office
MHP	Mini Hydro subproject
MoEWRI	Ministry of Energy, Water Resources and Irrigation
PAM	Project Administration Manual
PHC	Public Hearing Committee
PM	Project Manager
PPTA	Project Preparatory Technical Assistance
RF	Resettlement Framework
RIPP	Resettlement and Indigenous Peoples Plan

RM	Rural Municipality
RP	Resettlement Plans
SASEC	South Asia Sub-regional Economic Cooperation
SM	Social Mobilizer
SMC	Social Mobilization Coordinator
SMG	Solar Mini-grid
PSEP	Power System Expansion Project
SPFGs	Subproject Functional Groups
SPS	Safeguard Policy Statement
SWHS	Solar Wind Hybrid System

## Table of Contents

Abbreviations .....	1
Executive Summary .....	4
1. Introduction .....	5
2. Impact and Outcome .....	5
3. Output .....	5
4. Scope of Report .....	6
5. Status of Project Implementation .....	6
6. Status of Project Monitoring Activities.....	9
7. Compliance with Social Safeguard Covenants .....	10
8. Compliance with Resettlement Framework Requirements.....	13
9. Implementation of the Grievance Redress Mechanism .....	14
10. Stakeholder Engagement and Consultation .....	15
11. Institutional Arrangement .....	16
12. Conclusion .....	17

Annex I: Meeting Minute

Annex II: Monitoring Indicators

Annex III: Pictorial Highlight

## List of Tables

Table 1: Status of Subproject Implementation.....	7
Table 2: Compliance with Social Safeguard Covenants .....	10
Table 3: Status of Grievance Received .....	14

## Executive Summary

The off-grid component of South Asia Sub-regional Economic Cooperation (SASEC) Power System Expansion Project, funded by Asian Development Bank (ADB), is implemented by Alternative Energy Promotion Centre (AEPC). The ultimate purpose of off-grid component is to increase electricity access and enhance renewable energy based rural enterprises development in selected rural communities of Nepal by installing 4.3 MW of mini hydro-electric power plants and 0.5MW of mini-grid based solar or solar/wind hybrid systems.

During the reporting period of January to June 2022, social safeguard compliance monitoring was conducted by the Senior Environmental and Social Safeguard Expert by visiting the site in 1 mini-hydro subproject in construction phase namely, Saniveri Uttarganga MHP (778 kW). In addition, field coordinators conducted the monitoring of other 3 mini-hydro subprojects in construction phase namely, Middle Phawa Khola (500 kW), Khatyad Khola (500 kWp) and Chukeni Khola MHP (998 kW). At present, 9 SMGs and 3 MHPs are in operation phase, 4 MHPs are in construction phase and 1 MHP is in pipeline. Out of 7 mini-hydro subprojects whose social due diligence has been completed, 1 subproject involve voluntary land donation (private and public land), 3 subprojects involve negotiated settlement (willing seller and willing buyer approach and/or land value converted to share of cooperative) and 3 subprojects involve both voluntary donation (for public land) and negotiated settlement (for private land).

The social safeguard activities have been completed for all subprojects in the operation phase and 3 MHPs in construction phase, viz. Middle Phawa Khola (500 kW), Khatyad Khola (500 kW) and Patrasi Chukeni Khola (998 kW). This report covers the outstanding social safeguard activities of the subprojects in construction phase and the one in pipeline, viz. Saniveri Uttarganga MHP (998 kW), East Rukum and Aankhe Khola MHP (750 kW), Dolpa.

Community meetings and stakeholder consultations were organized at the MHPs in construction phase to inform community about the subproject activities and benefits as well as the significance of community and local government's support throughout the project period. Grievance Redress Committee was formed and Grievance Redress Mechanism has been developed in Simrutu Khola, Giri Khola, Middle Phawa Khola, Khatyad Khola and Patarasi Chukeni Khola, Lower Bom Khola and SaniVeri Uttarganga MHPs.

## 1. Introduction

1. South Asia Sub-regional Economic Cooperation (SASEC) Power System Expansion Project, funded by Asian Development Bank (ADB), has two components namely on-grid and off-grid power system expansion in Nepal. The implementing partner of SASEC on-grid component is Nepal Electricity Authority (NEA) and off-grid component is Alternative Energy Promotion Centre (AEPC), whereas, Ministry of Energy, Water Resources and Irrigation (MoEWRI) is an Executing Agency for SASEC Project. The ADB/SASEC Project Number is 44219 wherein the Loan Number is 3139-NEP (SF) and the Grant Number is 0398-NEP (EF). The Project was implemented from January 2015 and estimated completion date is 31 December 2021. The Project has been first extended from 30 June 2022 to 30 June 2024.
2. The off-grid component provides access to electricity and facilitates Productive Energy Use (PEU) activities in rural locations without national grid connection. This will enhance income and welfare of rural communities by utilization of the renewable energy, mainly in sectors of agriculture, rural enterprise, health and education.

## 2. Impact and Outcome

3. The impact and outcome of SASEC off-grid project is to increase electricity access and enhance renewable energy development in off-grid areas of Nepal.

## 3. Output

4. The project purpose is achieved through the following outputs.

### **Output 3: Mini-Grid Based Renewable Energy Systems in Off-Grid Areas Increased**

5. The output includes installation of up to total 4.3 MW of mini hydroelectric power plants and up to total 0.5 MW of mini-grid based solar or solar/wind hybrid systems, in selected rural communities, through the provision of (a) a credit line of US\$5 million from ADB's Special Funds to user communities for mini hydro power plants and (b) a US\$11.2 million grant from the SCF administered by ADB<sup>1</sup>.

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<sup>1</sup> During ADB midterm review mission carried out from 12 December 2019-23 January 2020, Alternative Energy Promotion Centre, Ministry of Finance and Ministry of Energy Water Resources and Irrigation reiterates its earlier position that the gap in the grant proceed for MHP implementation to meet the required installation target of 4.3 MW and meet the project outcome will be fulfilled by injecting additional counterpart funding from the government side.

#### **Output 4: Capacity Development Supports to AEPC Provided**

6. The physical investments will be reinforced and supplemented by capacity building support to AEPC, including project management support, preparation support for distribution system/rural electrification master plan and feasibility study of utility level wind farm, and parallel livelihood development activities in the project area.

#### **4. Scope of Report**

7. This semi-annual report presents the activities and progress of six months period from January to June 2022. For the off-grid component, Field Coordinators and Site Engineers of AEPC/SASEC/RERL are conducting regular safeguard compliance monitoring for all subprojects under construction and operation phase. However, Senior Environmental and Social Safeguard Expert conducts the monitoring by visiting the sites as and when required.
8. The safeguard compliance monitoring has ensured that project developers, contractors and sub-contractors adhere to ADB safeguard policy requirements, particularly with respect to compliance with core labor standards, occupational health and safety, & acceptable and fair working standards and conditions, in line with the requirements of the Government of Nepal.

#### **5. Status of Project Implementation**

9. In total 17 subprojects, 8 mini hydro and 9 solar, solar/wind hybrid, have been approved under the Project. In terms of mini-hydro subprojects, Simrutu Khola (200 kW) MHP, Giri Khola (200 kW) and Lower Bom Khola (200 kW) are in operation phase, whereas construction is going on in Middle Phawa Khola (500 kW), Khatyad Khola (500 kW), Patrasi Chukeni Khola (998 kW) and Saniveri Uttarganga (998 kW). However, one mini-hydro mini-grid subproject, Aankhe Khola (750 kW) is in under bidding process and evaluation is ongoing for selection of Contractor. Social due diligence has already been conducted for all approved subprojects. With respect to solar and solar/wind hybrid mini-grid subprojects, all social safeguard activities have been completed and the status is presented in **Annex 1**. However, transfer of some plots of land in the name of the respective cooperative is remaining in terms of mini-hydro subprojects, in Giri Khola MHP (200 kW) and Saniveri Uttarganga MHP (998 kW).
10. The land acquisition arrangement/agreement status for the subprojects in operation and construction phase, and progress achieved against the agreement is presented in **Table 1**.

**Table 1: Status of Land Acquisition Arrangement/Agreement**

S.N.	Subproject Name	Total Land Acquisition/ Mode of acquisition	Current Status
<b>Mini-hydro Mini-grid Subprojects (Operation Phase)</b>			
1.	Simrutu Khola Mini-hydro Subproject (200 kW), Rukum	<ul style="list-style-type: none"> <li>Total land acquisition: 3949m<sup>2</sup> (2962 m<sup>2</sup> government land and 987 m<sup>2</sup> private land)</li> <li>Mode of land donation: Negotiated settlement</li> </ul>	<p>Government land: Approval given by the local government for the project period</p> <p>Private land: Land value converted to share of cooperative</p>
2.	Giri Khola Mini-hydro Subproject (200 kW), Jumla	<ul style="list-style-type: none"> <li>Total land acquisition: 120m<sup>2</sup> private land for powerhouse construction Public land: 6340 m<sup>2</sup></li> <li>Mode of land donation: Voluntary donation (public land), Negotiated settlement (Private land)</li> <li>Negotiation for private land: Priority should be given to land donor for employment and training, Provide 3-phase line and waiver on tariff.</li> </ul>	<p>Government land : Approval given by the local government for the project period</p> <p>Private land: Negotiation is ongoing between the land owner and the cooperative.</p>
3.	Lower Bom Khola Mini-hydro Mini-grid Subproject (200 kW), Solukhumbu	<ul style="list-style-type: none"> <li>Total land acquisition: 2591m<sup>2</sup> (60m<sup>2</sup> for powerhouse construction in the name of Lower Bom Mini hydropower Limited, 1944m<sup>2</sup> government land and 647m<sup>2</sup> private land)</li> <li>Mode of land donation: Voluntary donation (public land), Negotiated settlement (Private land)</li> <li>Approval letter has been provided by Khumbu Pasang Lhamu Rural Municipality for use of 25.82km public land for overhead and underground T&amp;D line</li> </ul>	<p>Government land: Approval given by the local government for the project period</p> <p>Private Land: Land transferred in the name of the company</p>
<b>Mini-hydro Mini-grid Subprojects (Construction Phase)</b>			
4.	Middle Phawa Khola Mini-hydro Subproject (500 kW), Taplejung	<ul style="list-style-type: none"> <li>Total land acquisition: 2120m<sup>2</sup> in the name of Middle Phawa Khola Hydropower Cooperative Limited</li> <li>Mode of land donation: Negotiated Settlement</li> <li>Negotiation condition: Share equivalent</li> </ul>	<p>Government land: Approval given by the local government for the project period</p> <p>7 plots of land of 5 land donors have been transferred in the name of</p>



S.N.	Subproject Name	Total Land Acquisition/ Mode of acquisition	Current Status
		to value of land given to land donor.	Middle Phawa Khola Mini Hydro Co-operative Ltd. and the value of land is converted to share of the co-operative
5.	Khatyad Khola Mini-hydro Subproject (500 kW), Mugu Package 1: Generation	<ul style="list-style-type: none"> <li>Total land acquisition: 2297m<sup>2</sup> in the name of Srijanshil Agriculture Cooperative Limited</li> <li>Mode of land donation: Negotiated settlement "Willing Buy, Willing Sell"</li> </ul>	25 plots of land have been bought and transferred in the name of Srijanshil Agriculture Cooperative Limited
	Khatyad Khola Mini-hydro Subproject (500 kW), Mugu Package 2: Transmission and Distribution Line	<ul style="list-style-type: none"> <li>Approval letter was provided by Khatyad Rural Municipality for use of 86.25 km public land for T&amp;D line</li> </ul>	Government land: Approval given by the local government for the project period
6.	Patrasi Chukeni Khola Mini-hydro Subproject (998 kW), Jumla Package 1: Generation	<ul style="list-style-type: none"> <li>Total land acquisition: 7647 m<sup>2</sup> for the construction of different infrastructures,</li> <li>Mode of land donation: Voluntary donation (public land)</li> </ul>	Government land: Approval given by the local government for the project period
	Patrasi Chukeni Khola Mini-hydro Subproject (998 kW), Jumla Package 2: Transmission and Distribution Line	<ul style="list-style-type: none"> <li>Approval letter has been provided by Patarasi Rural Municipality for use of public land for T&amp;D line</li> <li>Mode of land donation: Voluntary donation (public land), Negotiated settlement (Private land)</li> </ul>	Government land: Approval given by the local government for the project period Private land: verbal consent taken for T&D
7.	Saniveri Mini Hydro Subproject (998 kW), Rukum Package1: Generation	<ul style="list-style-type: none"> <li>Total land acquisition: 9878.9 m<sup>2</sup> for the construction of different infrastructures.</li> <li>Mode of land donation: Voluntary (public land) and negotiated settlement (private land).</li> </ul>	Government land: Approval given by the local government for the project period Private Land: 50 plots of land have been transferred in the name of Sahid Smriti Gramin Jala Bidhuyit Cooperative Ltd Land plots remaining to transfer: 5 (due to the land owners not being in the villa'ge)
<b>Mini-hydro Mini-grid Subprojects (Subprojects in Pipeline)</b>			

S.N.	Subproject Name	Total Land Acquisition/ Mode of acquisition	Current Status
8.	Aankhe Khola MHP , Dolpa (750 kW) Package 1: Generation	• Mode of land donation: Voluntary (public land)	Approval letter from GoN has been taken

11. Out of 8 mini-hydro subprojects whose social due diligence has been completed, 1 subproject involve voluntary land donation (private and public land), 3 subprojects involve negotiated settlement (willing seller and willing buyer approach and/or land value converted to share of cooperative) and 4 subprojects involve both voluntary donation (for public land) and negotiated settlement (for private land).

12. The land requirements for the subprojects have been met either through voluntary donation or negotiated settlement or both. All subprojects have been screened early in the project cycle and selected based on voluntary and negotiated settlement. AEPC has verified that donation is voluntary and negotiated using written records and confirmation through an independent third party. AEPC has ensured that voluntary donations do not affect the living standards and livelihood of donors. Due diligence report has been prepared for every subproject prior to contract award. Social safeguard study has been conducted in line with the provisions stated in the resettlement framework and the indigenous peoples planning framework.

13. The subprojects in implementation stage have no adverse impacts on Indigenous People (IP). Rather, electricity supply to communities have supported to improve child education, improve health and sanitation through enhancement of good practices through linking wiith outer world, improve women and vulnerable groups' capacity, improve the knowledge, practice, and acculturation of using household amenities and many more.

## 6. Status of Project Monitoring Activities

14. A regular central level social safeguard compliance monitoring of the subprojects under construction as well as operation is a challenge due to remoteness of the construction sites. However, Field Coordinators and/or Site Engineers have been capacitated in terms of safeguard compliance monitoring so that they can directly ensure safeguard compliance on-site and report regularly in the centre. Nevertheless, AEPC safeguard team carry out central level safeguard compliance monitoring of subprojects that are under construction and in operation as and when required.

## 7. Compliance with Social Safeguard Covenants

15. The loan covenant between AEPC and ADB related to social safeguard compliance for Loan 3139, Grant 0398 incorporates the component of Renewable Energy for Rural Energy Access: Resettlement and Indigenous Peoples. The current status of compliance is discussed in **Table 2**.

**Table 2: Compliance with Social Safeguard Covenants**

Schedule	Para No.	Description	Responsibility	Current Status	Remarks
5	4	The Borrower shall provide, or cause AEPC to provide, as necessary, respective counterpart staff, land, facilities, and funding required for timely and effective implementation of the Project, including, without limitation, any funds required (i) to meet any shortfall between cost and revenues for the O&M of Project facilities, (ii) to mitigate unforeseen environmental or social impacts, and (iii) to meet any additional costs arising from design changes, price escalation in construction costs and/or unforeseen circumstances. The Borrower shall cause AEPC to make the resources thus required available on an annual basis for each fiscal year.	AEPC	Being Complied	Counterpart staff has been designated for timely and effective implementation of the Project. Facilities are provided for PIU staffs. Public land has been provided for the subprojects as far as possible. Institutional development process is in progress for tariff collection.
5	7	The Borrower shall establish and maintain, or cause AEPC to establish and maintain, a grievance redress mechanism acceptable to ADB for the purpose Of addressing any grievances arising out of the Project, including those from affected peoples concerning land acquisition, environment and any other social issues in a timely manner.	AEPC	Being complied	Subproject level Grievance Redress Committee (GRC) has already been formed
5	10	The Borrower shall cause AEPC to ensure that each Subproject meets the eligibility criteria, and is developed and maintained in accordance with the Subproject Development procedures, set forth in the PAM. Except as ADB may otherwise agree, each Subproject shall: (a) not be classified as Category A in terms of environmental impacts within the meaning of the SPS; (b) not involve any involuntary resettlement or indigenous peoples impacts within the meaning of the SPS;	AEPC	Being complied	(a) All subprojects are classified as Category 'B' (b) Ensured that Involuntary resettlement is not involved and not any impact to indigenous people

Schedule	Para No.	Description	Responsibility	Current Status	Remarks
5	12	The Borrower shall ensure, or cause AEPC, as applicable, to ensure, that all land and all rights-of-way required for the Project, each Subproject and all Project 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 (a) all applicable laws and regulations of the Borrower relating to land acquisition and involuntary resettlement; (b) the Involuntary Resettlement Safeguards; (c) the RF (for Subprojects); and (d) all measures and requirements set forth in the RIPP, as appropriate, and any corrective or preventative actions set forth in the Safeguards Monitoring Report.	AEPC	Being Complied	AEPC does ensure that all subprojects meet these eligibility criteria before initiation.
5	14	The Borrower shall ensure, or cause AEPC to ensure, as applicable, that the preparation, design, construction, implementation and operation of the Project, each Subproject and all project facilities comply with (a) all applicable laws and regulations of the Borrower relating to indigenous peoples; (b) the Indigenous Peoples Safeguards; and (c) the IPPF (for Subprojects); and (d) all measures and requirements set forth in the RIPP, as appropriate, and any corrective or preventative actions set forth in a Safeguards Monitoring Report.	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria before initiation.
5	15	The Borrower shall ensure that Part 3 of the Project does not have any indigenous peoples or involuntary resettlement impacts, all within the meaning of SPS. In the event that Part 3 of the Project does have any such impact, the Borrower shall take all steps to ensure that the Project complies with (a) the applicable laws and regulations of the Borrower; (b) the SPS; and (c) the IPPF and the RF, as applicable.	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria before initiation.
5	16	The Borrower shall make available, or cause AEPC to make available, necessary budgetary and human resources to fully implement the EMP and the RIPP.	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria before

Schedule	Para No.	Description	Responsibility	Current Status	Remarks
					initiation.
5	17	The Borrower shall ensure, or cause AEPC to ensure, that all bidding documents and contracts for Works contain provisions that require contractors to: (a) comply with the measures relevant to the contractor set forth in the IEE, the EMP and the RIPP (to the extent they concern impacts on affected people during construction), and any corrective or preventative actions set forth in a Safeguards Monitoring Report;(b) make available a budget for all such environmental and social Measures;(c) provide the Borrower 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 and the RIPP;	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria.
5	18	The Borrower shall do the following or cause AEPC to do the following: (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, and the RIPP, promptly inform ADB of the occurrence of such risks or impacts, with detailed Description of the event and proposed corrective action plan; (c) report any actual or potential breach of compliance with the measures and requirements set forth in the EMP and the RIPP promptly after becoming aware of the breach.	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria.
5	21	The Borrower, AEPC shall ensure that contractors, comply with all applicable labor, health, and safety laws and regulations of the Borrower and, in particular, (a) do not employ child labor for construction and maintenance activities, and (b) provide appropriate facilities (latrines, etc.) For workers at construction sites. The Borrower shall require	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria. Specific clauses are included in bidding documents.

Schedule	Para No.	Description	Responsibility	Current Status	Remarks
		contractors not to differentiate wages between men and women for work of equal value. The Borrower, AEPC shall ensure that specific clauses shall be included in bidding documents to ensure adherence to these provisions, and that compliance shall be strictly monitored during Project implementation.			
5	25	The Borrower shall ensure that during the mid-term review, AEPC shall conduct a one-day workshop to share information with stakeholders on the progress of the Project, issues, lessons learned and performance improvement measures as part of the Stakeholder's communication strategy.	AEPC	Being complied	AEPC does ensure that all subprojects meet these eligibility criteria.

## 8. Compliance with Resettlement Framework Requirements

16. The objectives of ADB's Safeguard Policy Statement (SPS, 2009) with regard to involuntary resettlement are: (i) to avoid involuntary resettlement wherever possible; (ii) to minimize involuntary resettlement by exploring project and design alternatives; (iii) to enhance, or at least restore, the livelihoods of all displaced persons in real terms relative to pre-project levels; and (iv) to improve the standards of living of the displaced poor and other vulnerable groups.
17. The Resettlement Framework states that subprojects will be selected based on the fact that the people will mutually donate land. AEPC will ensure that there is no involuntary land acquisition in any subproject. However, there is negotiated settlement through land donation or willing seller and willing buyer approach. In case of land donation, the EA should ensure that none of the donors will become severely affected or will be forced to donate their lands. Physical displacement shall be avoided. AEPC has ensured these provisions made in Resettlement Framework while taking land for its subprojects. In terms of mini-hydro subprojects, donated/negotiated land has been transferred in the name of respective co-operatives except for Giri Khola, which is under transfer process. With respect to SaniVeri Uttarganga MHP, 50 plots have been transferred to the Cooperative and rest are in transfer process.
18. During the social due diligence, it has been verified that the land acquired does not involve involuntary resettlement and is voluntary or negotiated settlement, using verbal as well as written records. It has been noticed that the confirmation through an independent third party such as a designated non-governmental organization or legal authority has not been done.

However, an agreement with land donor has been carried out in presence of witness (usually representative of local government or community users' group). In addition, it has been ensured that voluntary donations have not affected the living standards and livelihood of the affected persons/families.

## 9. Implementation of the Grievance Redress Mechanism

19. A Grievance Redress Mechanism (GRM) has been established to receive and facilitate the resolution of APs' concerns, complaints, and grievances on negotiated settlement/voluntary land donation, relocation, income restoration, environmental management and other construction and operation related issues. The GRM is willing to be proactive and accessible to all donors to address their concerns grievances and issues effectively and swiftly, in accordance with ADB SPS. The GRM is based on five consecutive levels of action aimed at resolving issues as soon as possible and within a set time frame.
20. Subproject level Grievance Redress Committee has been formed in 8 Mini-hydro subprojects. Formation of GRC for the subproject was informed to beneficiaries through stakeholder consultation and meetings.
21. During this semi-annual reporting period, 1 grievance from previous semi-annual period is pending and 2 grievances have been received as listed in Table 3.

**Table 3: Status of Grievance Received**

Grievance	Agreed Action	Response to Grievance	Status of Grievance
<p><u>Giri Khola MHP, Jumla (200 kW)</u>  <b>Developer:</b> Giri Khola Jalapadevi Mini Hydro Cooperative Limited</p> <p>Land Owner of the land of powerhouse site is delaying the land transfer process.</p>	<p>Land Donor agreed to transfer ownership with certain condition</p>	<p>AEPC/RERL has coordinated with the Chairperson of Giri Khola Jalapadevi Mini Hydro Cooperative Limited and Land Owner to resolve the issue at the earliest</p>	<p>Land owner has agreed to transfer the land (sell) in the name of Giri Khola Jalapadevi Mini Hydro Cooperative Limited once he the contract payment settles.</p> <p>Status: being solved.</p>

Grievance	Agreed Action	Response to Grievance	Status of Grievance
<p><u>Khatyad Khola Mini Hydro Subproject (500kW), Mugu</u></p> <p><b>Developer:</b> Srijansil Agricultural Cooperative Limited</p> <p>Payment of due amount of labours and hotels by Cosmic Renu JV</p>		<p>The Srijansil Agricultural Cooperative Limited has issued a letter to Cosmic Renu JV on 2022/06/27 (2079/03/13) for timely payment of due amount NPR. 1,150,600.00 for 25 activities</p>	<p>Status: being solved</p>
<p><u>Saniveri Uttarganga Mini Hydro Subproject, Rukum East, (778 kW)</u></p> <p><b>Developer:</b> Sahid Smriti Gramin Jala Bidhuyit Cooperative Ltd</p> <p>The Dhorpatan Hunting Reserve Office issued a letter on 2022/03/30 (2078/11/16) to halt the construction work of weir citing that the site is located within the Reserve</p>	<p>To include the Project activity in the 5 years Management Plan of the reserve</p>	<p>AEPC/RERL visited the site and coordinated with the Conservation Officer of the Reserve. In addition, a meeting was conducted with the Department of National Parks and Wildlife Reserve (DNPWC) to discuss on further requirement to continue work.</p>	<p>The Putha Uttarganga Rural Municipality has sent a request letter to DNPWC on 2022/06/01 (2079/02/18) to include the project in 5 years management Plan of the Reserve. AEPC also sent a request letter to DNPWC on 2022/06/03 (2079/02/20).</p> <p>Status: being solved</p>

## 10. Stakeholder Engagement and Consultation

22. As stated in the Resettlement Framework and Indigenous Peoples Planning Framework, it is important to conduct meaningful consultation with all stakeholders to share project benefits and seek their involvement in subprojects. A series of stakeholder meetings were carried out at the subproject areas. The main focus of the stakeholder's meeting was to discuss any concern related to environmental and social issues relevant to subproject activities and the productive energy uses. They were informed about the benefits and scope of the subprojects.



23. During this reporting period, a meeting was conducted on 2022/06/07 (2079/02/24) at Khatyad Khola MHP in the presence of Former Chairperson of the RM, representatives of local government, Committee members of Cooperative, AEPC/RERL and contractor to discuss on the allocation of shares of cooperative to people whose land is being used for the construction activities. The meeting allocated NPR. 4,594,000.00 for 2297 m<sup>2</sup> land at the rate of NPR. 2000.00 per square metre for 25 plots.

24. A meeting conducted at saniveri Uttarganga MHP on 2022/03/22 (2078/12/8) in the presence of the Chairperson of RM, representative of local government, Committee members of Cooperative, representatives of AEPC/RERL and Contractor discussed the effective implementation of IEE, coordination with Dhorpatan hunting Reserve and Safety at the construction site.

### 11. Institutional Arrangement

25. In central level, AEPC has established an Environmental and Social Safeguard Section, which is led by Assistant Director of AEPC. AEPC/SASEC/RERL Project Officer is assigned as focal person for safeguard facilitation for the project and senior officer graduated with environmental Engineering and Officer graduated with Social Studies are the members of the section.

26. The key institutions involved in safeguard related issues are AEPC/PIU, Rural Municipality (RM), Municipality, Construction Contractor, Supplier, Cooperative and Users Committee.

**Table 4: Roles and Responsibilities of Institution**

SN	Institution/ Parties	Responsibilities
1.	AEPC/SASEC	<ul style="list-style-type: none"> <li>Responsible for overseeing subproject compliance with environmental and social safeguard requirement,</li> <li>Carry out public consultations and disclosures</li> <li>Effective management of the GRM.</li> <li>Conduct routine visual inspections of construction activities, including vegetation clearance, earthworks, workers health and safety etc.</li> </ul>
2.	Rural Municipality (RM)/Municipality	<ul style="list-style-type: none"> <li>Support AEPC during public consultation</li> <li>Assist in Grievance Redress Mechanism</li> </ul>
3.	Users Committee (UC)/ Co-operative	<ul style="list-style-type: none"> <li>Responsible to monitor the construction process to ensure quality of work.</li> <li>During operation phase it will be responsible for overall</li> </ul>

		management after the project handover.
4.	Construction Contractor (CC)/Supplier	<ul style="list-style-type: none"> <li>Responsible for environmental and social management as well as worker health and safety during construction phase.</li> </ul>

## 12. Conclusion

27. To summarize, social safeguard compliance monitoring was conducted in 4 mini-hydro subprojects in construction phase during this reporting period.

28. It is mandatory to ensure the safety and social security of the community during all phases of the project cycle. Thus, prior information has been disseminated to the community and meaningful consultation has been carried out so that project activities can advance without any impediment. Most of the mode of land acquisition was voluntary land donation, except few being negotiated settlement. Moreover, inclusive participation was ensured in the subproject related activities during project implementation phase.

29. In this reporting period of January to June 2022, the focus was on land transfer for Saniveri Uttarganga MHP and Giri Khola MHP.

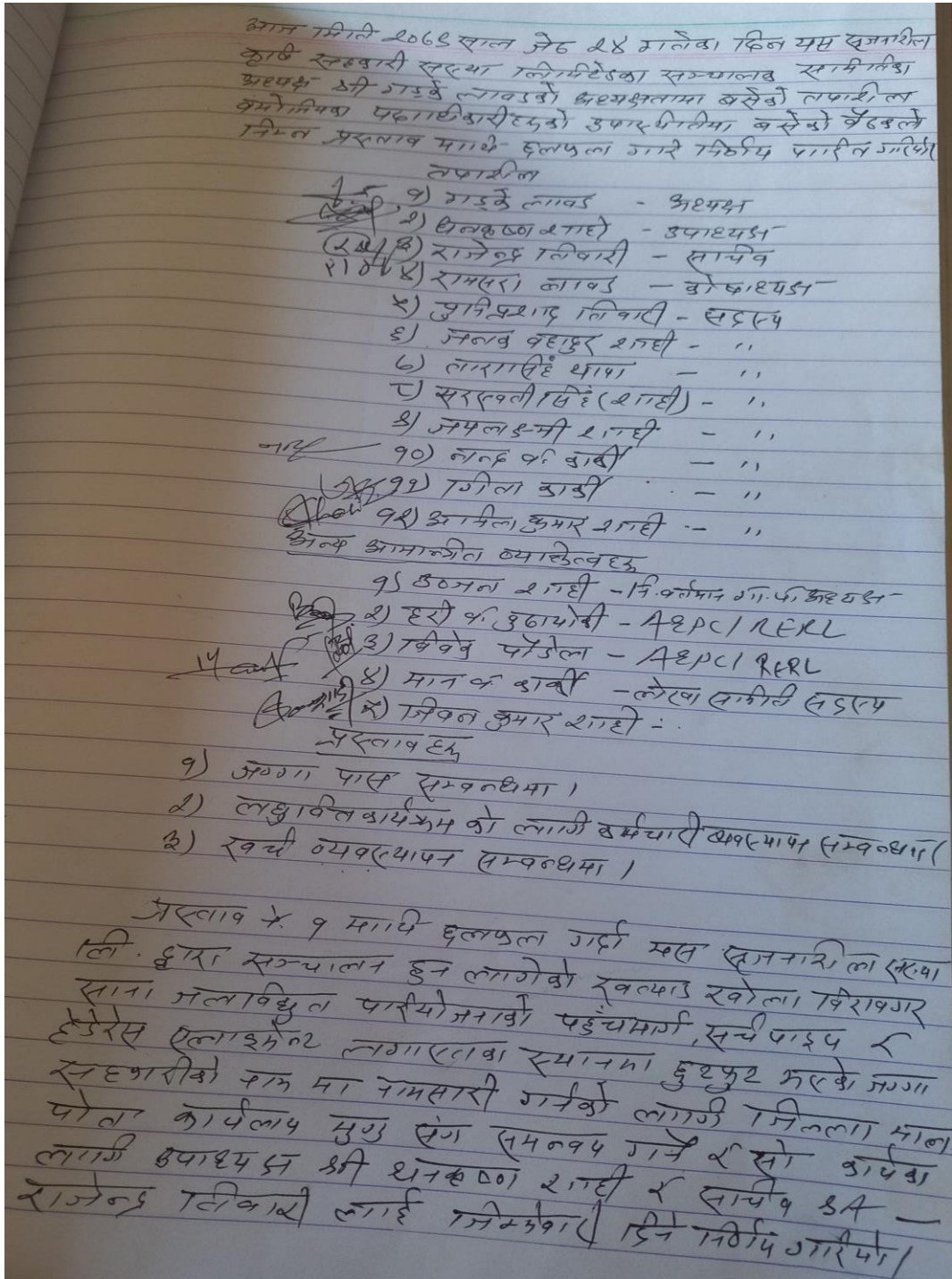
30. The next reporting period will focus on land acquisition of remaining plots for Saniveri Uttarganga MHP and Giri Khola MHP.

## Annex I : Status of Land Acquisition/mode of Acquisition

S.N.	Subproject Name	Total Land Acquisition/ Mode of acquisition	Status
<b>Solar or Solar/Wind Hybrid (Operation Phase)</b>			
1.	Chisapani Solar/Wind Hybrid Subproject (35kW), Sindhuli	<ul style="list-style-type: none"> <li>• Social due-diligence conducted at PPTA stage</li> <li>• Mode of land donation: Negotiated settlement</li> <li>• Negotiation condition: Provide priority for employment opportunity</li> </ul>	Appointed one of the relatives of the land donor as an Operator of the SMG, who was trained by AEPC/RERL after selection.
2.	Ramitekhola Solar Mini-grid Subproject (30kWp), Morang	<ul style="list-style-type: none"> <li>• The IEE Report integrates the social issues, including land document.</li> <li>• Total land acquisition: 332m<sup>2</sup></li> <li>• Mode of land donation: Voluntary donation</li> </ul>	Landowner has provided the land for the project period (without any cost)  Land to be returned to the land donor after project period. (consulted with the land donor during the site visit)
3.	Olane Solar Mini-grid Subproject (25kWp), Panchthar	<ul style="list-style-type: none"> <li>• The IEE Report integrates the social issues, including land document.</li> <li>• Total land acquisition: 210m<sup>2</sup></li> <li>• Mode of land donation: Negotiated settlement</li> <li>• Negotiation conditions: 15 unit free electricity and priority in employment; construct new toilet</li> </ul>	All negotiated conditions have been fulfilled
4.	Saptami Solar/Wind Hybrid Subproject (70kW), Panchthar	<ul style="list-style-type: none"> <li>• The IEE Report integrates the social issues, including land document.</li> <li>• Total land acquisition: 1000m<sup>2</sup></li> <li>• Mode of land donation: Voluntary donation</li> </ul>	Land to be returned to the land donor after project period
5.	Gutu Solar Mini-grid Subproject (100kWp), Surkhet	<ul style="list-style-type: none"> <li>• A separate social due diligence has not been done. However, social issues, including land document, are discussed/included in IEE Report.</li> <li>• Total land acquisition: 922m<sup>2</sup></li> <li>• Mode of land donation: Negotiated settlement</li> <li>• Negotiation conditions: Provide priority for employment opportunity and free</li> </ul>	Providing the required electricity without tariff

S.N.	Subproject Name	Total Land Acquisition/ Mode of acquisition	Status
		electricity	
6.	Sugarkhal Solar Mini-grid Subproject (75kWp), Kailali	<ul style="list-style-type: none"> <li>• Social due-diligence completed</li> <li>• Total land acquisition: 645m<sup>2</sup></li> <li>• Mode of land donation: Voluntary Settlement</li> </ul>	Land to be returned to the land donor after project period
7.	Dandapur (Malladehi) Solar Mini-grid Subproject (30kWp), Baitadi	<ul style="list-style-type: none"> <li>• Social due-diligence completed</li> <li>• Total land acquisition: 580m<sup>2</sup></li> <li>• Mode of land donation: Negotiated Settlement</li> <li>• Negotiation condition: Provide priority for employment opportunity and free electricity</li> </ul>	<p>Appointed one of the relatives of the land donor as an Operator of the SMG, who was trained by AEPC/RERL after selection.</p> <p>Providing the required electricity without tariff.</p>
8.	Hillepani Solar Mini-grid Subproject (50kWp), Okhaldhunga	<ul style="list-style-type: none"> <li>• Social due-diligence completed</li> <li>• Total land acquisition: 714m<sup>2</sup></li> <li>• Mode of land donation: Negotiated settlement</li> <li>• Negotiation condition: Provide priority for employment opportunity and free electricity</li> </ul>	<p>Appointed one of the relatives of the land donor as an Operator of the SMG, who was trained by AEPC/RERL after selection.</p> <p>Providing the required electricity without tariff.</p>
9.	Thabang Solar Mini-grid Subproject (150kWp), Rolpa	<ul style="list-style-type: none"> <li>• Social due-diligence completed</li> <li>• Total land acquisition: 1,700m<sup>2</sup></li> <li>• Mode of land donation: Voluntary (Public Land provided by the local Government)</li> </ul>	Approval given by the local government for the project period

Annex II: Minute of the meeting conducted at Khatyad Khola MHP, Mugu



### Annex III: Monitoring Indicators

Type	Indicator	Variables	Progress
Process Indicator	Staffing	Number of social safeguard staff and subordinate staff enrolled in AEPC and sub-project locations (social mobilization coordinators)	GESI Focal Person – 1, Field Coordinators – 3, Overseer – 1, Social Mobilizers - 4
		Number of other line agency officials available for tasks	Site Engineers
	Consultation and Mobilisation	Number of CUGs established at subproject locations and meetings held	Mini hydro – 7 Solar and Solar/wind hybrid – 9 Meeting held - many
		Grievances by type and resolution	3 – being solved
		Number of field visits (no. of subproject sites) by project staff and social mobilisation coordinators	Field staffs (Engineers and Field Coordinators) are appointed in each subproject construction site. Technical Experts as well as Environmental/Social safeguard Experts visit sites as and when required. Senior Environmental and Social Safeguard Expert visited Saniveri Uttarganga MHP, East Rukum
Procedures in Operation	Socioeconomic surveys, census and asset verification procedures in place	Mini hydro – 7 Solar and Solar/wind hybrid - 9	
Output Indicators; data disaggregated by sex of owner/head of HH	Acquisition of Land	Number of agreements and land transfers (owner to GON) effected	NA
		Area of other private land acquired	Mini hydro – approx. 6,171 m <sup>2</sup> Solar and Solar/wind hybrid - 4,060 m <sup>2</sup> (for 7 subprojects)
		Area of communal/government land acquired	Mini hydro – approx. 12,553 m <sup>2</sup> Solar and Solar/wind hybrid - 2,345 m <sup>2</sup> (for 2 subprojects)

		Area of the land donated	25,129 m <sup>2</sup>
	Trees and Crops	Number and type of private trees acquired	None
		Number and type of government/community trees acquired Crops destroyed by area, type and number of owners	None
	Compensation and Rehabilitation	Number of HHs affected (land, buildings, trees, crops)	None
		Amount compensated by type and owner	N/A
		Number and amount of allowances paid	N/A
		Number of replacement houses constructed by concerned owners/contractor	N/A
		Number of replacement businesses constructed by concerned owners	N/A
		Number of owners requesting assistance with purchasing of replacement land	N/A
		Number of replacement land purchases effected	N/A
		Number of HHs and persons included for income restoration program Income restoration cost	N/A
	Impact Indicator – data disaggregated by sex of owner/ head of HH	HH Earning Capacity	Employment status of economically active members
Changes to income-earning activities (agriculture) – pre- and post disturbance			None
Changes to income-earning activities (off-farm) – pre- and post disturbance			None
Amount and balance of income and expenditure			N/A
Range of increase land value			N/A
Number of HHs received electricity supply			Mini hydro – 1386 Solar - 1632
Number of institutions (PEU) received electricity supply			204
Number of students benefited			N/A
Number of cottage or small scale industries commenced after the project			204 Enterprises
Number of agri-business commenced after the project			

		Number of CUG (members) participated in capacity development programs	747 (Members of Community User Group, Cooperatives and Saving and Credit Groups of Subprojects)
		Number of subprojects implemented and completed	Mini hydro - 3 Solar and Solar/Wind hybrid – 9 Total - 12
	Capacity development	Number of CUG members participated in capacity development programs	747 (Members of Community User Group, Cooperatives and Saving and Credit Groups of Subprojects)
		Number of EA staff under gone in capacity development program	6
	Subproject implementation	Number of subprojects planned	Mini hydro – 9 Solar and Solar/Wind hybrid – 9 Total – 18
		Number of subprojects implemented and completed	3 mini-hydro subproject is completed 4 mini-hydro subprojects are under construction 1 mini-hydro subproject is in pipeline 9 solar, solar/wind hybrid subprojects are in operation



**Annex IV: Pictorial Highlights**



**Figure 1: Meeting at Khatyad Khola MHP, Mugu**



**Figure 2: Meeting at Saniveri Uttarganga MHP, East Rukum**