

Semi-Annual Social Monitoring Report

Project number: 44240-013
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Bhutan: Urban Infrastructure Project

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Semi-annual Social Monitoring Report ([*Updated*](#))

Semi-annual Social Monitoring Report for Component A, B and C
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Project Number: 2816
AUGUST 2017

Bhutan: Urban Infrastructure Project

Prepared by the Department of Engineering Services

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A. EXECUTIVE SUMMARY

1. The Project will improve urban infrastructure, planning, and management; enhance urban livelihoods; and increase capacity for administering urban infrastructure supply and maintenance works through three components.

Component A:

2. Output 1a Thimphu Thromde includes: (i) Construction of Thimphu Wastewater Treatment Plant – Review and approval of contractor's design and construction drawing and assisting the Thimphu PIU in construction monitoring and helping PIU in technology transfer during O&M phase.

Component B:

3. Output 1b for Phuentsholing Thromde includes: Planning, Survey, Investigation and Design of Second Bridge and Connecting Roads in Phuentsholing – To evolve the best possible alignment of the proposed bridge/flyover and the associated connecting/approach roads, To carry out detailed engineering design of the most suitable option for road and bridge/flyover works and prepare cost estimates for obtaining sanction of the project.

Component C:

4. Output 2, for SamdrupJongkhar Thromde include: Water Resource Study and Design of Water Supply and Waste water facilities in SamdrupJongkhar Thromde.

- study, survey (except topographical survey) and investigation of the existing water supply sources, water treatment facilities, storage and distribution system;
- identification of new water source, augmentation of the existing treatment facilities and development of necessary treatment system, augmentation and development of storage system and laying of additional distribution network;
- development of Water safety plan;
- development of required sewerage system in line with the development plans including suitable wastewater treatment plant;
- preparation of necessary tender documents of all the work components; and
- provide assistance in bidding process and in construction supervision.

5. The main benefits of the Project will be (i) improved urban environment, public health, and living standards in Thimphu, Phuentsholing and SamdrupJongkhar; (ii) effectively managed, reliable and sustainable urban services; and (iii) improved economic and social conditions from investments in bridge and approach roads and water supply and sanitation.

6. This semi-annual social monitoring report is updated and prepared for the components A, B and C based on preliminary and detailed design of urban infrastructures. The steps followed were:

- Conducted several round of consultations with the key personals of SJT and PT and partially TT to avoid and minimize resettlement impacts; and
- Several rounds of one-on-one discussions with the people and stakeholders consultations were carried out which includes displaced persons especially under Component B in Phuentsholing Thromde. During preliminary fact findings survey works in three PIUs, the Project will not affect private land except for three staff working with Phuentsholing Thromde who were displaced. By adhering to and according to SPS 2009, the Resettlement Planning (RP) document was prepared and submitted. The resettlement planning document needs to be translated into national language which is being processed by the PMU. The details of the displaced persons are provided in the subsequent page below with matrix stating details.

B PROJECT BACKGROUND AND DESCRIPTION

7. The Royal Government of Bhutan expressed their need for infrastructure development in Bhutan and requested ADB for project preparation to ensure sustainable urban development in additional towns. ADB conducted a PPTA study under TA 7360 and identified work components (Output 1a, 1b and 2) in the following towns – SamdrupJongkhar, Thimphu, Phuentsholing and Rinchenthang (Nganglam) where Nganglam was later dropped. Accordingly a proposed Urban Infrastructure Project (UIP) was framed up by ADB in the year 2011. It was conceptualized and planned that UIP would follow the ongoing Urban Infrastructure Development Project (UIDP). The basis for urban infrastructure investment is the Government's Structure Plans and Local Area Plan (LAP). These LAPs prioritize urban infrastructure requirements with tentative costs. The aim of improving, upgrading and expanding the urban infrastructure facilities and providing basic urban services materialized when the government concluded a loan agreement with ADB.

8. The name of the project is “Urban Infrastructure Project” under ADB Loan 2816-BHU. The loan was approved by ADB in November 2011 and declared in April 2012. The project scheduled on May 2013 with a completion date of 14 February 2018. The total project cost is estimated at \$23.3 million, of which ADB is financing \$19.8 million and the government is financing \$3.5 million.

Project Objectives

9. The project will support the Government's efforts toward sustainable urban development in three emerging urban centers, Thimphu Thromde (TT), Phuentsholing Thromde (PT) and SamdrupJongkhar Thromde (SJT). The Project expects to achieve four major outputs: (i) Water supply, sanitation and infrastructure rehabilitation and expansion, (ii) Mobility improvement, (iii) Urban management strengthening, and (iv) Project management and capacity development.

Table 1: Description of the Sub-Project components

Component A (Output 1a)	Construction of Thimphu Wastewater Treatment Plant - <ul style="list-style-type: none">• review and approval of contractor's design and construction drawing;• assisting the Thimphu PIU in construction monitoring; and• helping PIU in technology transfer during O&M phase.
Component B (Output 1b)	Planning, Survey, Investigation and Design of Second Bridge and Connecting Roads in Phuentsholing - <ul style="list-style-type: none">• to evolve the best possible alignment of the proposed bridge/flyover and the associated connecting/approach roads; and• to carry out detailed engineering design of the most suitable option for road and bridge/flyover works and prepare cost estimates for obtaining sanction of the project.
Component C (Output 2)	Water Resource Study and Design of Water Supply and Waste water facilities in SamdrupJongkhar Thromde - <ul style="list-style-type: none">• study, survey (except topographical survey) and investigation of the existing water supply sources, water treatment facilities, storage and distribution system;• identification of new water source, augmentation of the existing treatment facilities and development of necessary treatment system, augmentation and development of storage system and laying of additional distribution network;• development of Water safety plan;• development of required sewerage system in line with the development plans including suitable wastewater treatment plant;• preparation of necessary tender documents of all the work components; and• provide assistance in bidding process and in construction supervision.

Safeguard Categorization

10. According to SPS 2009, the project under Output 1a and 2 are categorized as “*Category C*” Project and Output 1b as categorized B Project as three families are displaced. Out of 3 displaced families, two families are working on muster roll which is temporary staff and one as permanent staff.

11. The Semi-annual Social Monitoring Report was prepared in August 2016 and updated on 2nd February 2017. After February, this SSMR is updated in July 2017 for the three components.

C IMPLEMENTATION PROGRESS OF PROJECT ACTIVITIES

Component A (Output 1a)

12. The contract agreement was awarded to M/s Technofab-Vishwa JV on 20th October 2016 by Thimphu Thromde. The employer (Thimphu Thromde) desires that the works known as ***Design, Build, Operate and Transfer 12 MLD Waste Water Treatment Plant at Thimphu, Bhutan (Contract Package No. TCC/WWTP/GM/001)***, should be executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution, completion and operation and maintenance of these works for 5 (five) years including 1 (one) year defects liability period (DPL) and remedying of any defects therein. The above statement is a direct excerpt from the Contract Agreement signed on 20th Oct. 2016. A copy of Contract Agreement is attached in Annex 1.

13. The safeguard clauses are an excerpt from Section 8- Special Conditions of Contract and attached in Annex 2 for TT, Annex 7 for PT and Annex 17 for SJT.

14. The site at WWTP was visited on 13th July 2017 with the Environment Specialist, Project Manager, PMU and Project Engineer, Technofab-Vishwas JV. Two units are under construction such as (i) Staff quarter building and (ii) Administration laboratory building.

15. During site visit, the labor camp adjacent to the construction site is well established. The camp is segregated into two types, one for Bhutanese staff and other for Indian laborers. The reason for segregation of types of camp is Bhutanese staffs are residing in the camp with family members. The basic amenities as supply of clean drinking water, toilets (8 nos.) and an electricity connection are facilitated. One volley ball court is established for laborers as recreational facilities.

16. There are 27 staffs apart from 32 Indian laborers. More than 100 Indian laborers are to be recruited after monsoon season. The list of staff is attached in Annex 3.

17. A land certificate confirming the construction of WWTP is government land provided by the Project Manger, PIU Thimphu Thromde is attached in Annex 4.

18. During site visit, noted that one staff from Thimphu Thromde working for 17 years as an In-charge cum Lab technician is going to be relocated. An assurance was provided by the Project Manager, PMU Thimphu Thromde that the staff will be relocated after construction of new staff quarter identified to be constructed near the truck parking area. The staff quarter is expected to be completed by September 2017.

19. The Technofab-Vishwas JV has erected one signpost near to the site office and shall erect one extra at a strategic place.

20. According to PAM, the HIV/AIDS awareness raising campaign to the laborers shall be carried out in Sept 2017 with other PIUs.

21. The Google map indicating area for the construction of 12MLD WWTP is attached in Annex 5.

Component B (Output 1b)

22. The contract work was awarded to M/s Tundi Construction Pvt Ltd, Nepal for the construction of 46 meter span PC Girder Bridge and Approach Road on 10th April 2015. The site visit was done on 12th August 2016 and the construction work mobilized. The non-national (Indian laborers) workers were recruited to work at the Project sites. However, three Bhutanese female laborers from the FHHs were observed working at the Project sites. A quick interview survey was conducted with the three FHHs and they are paid Nu 270/day acceptable according to the core labor standards. The contractor had established labor camp adjacent to the Project sites which is a government land confirmed by Phuentsholing Thromde. The contract work order is attached in Annex 6. An official letter “No Objection” stating the Labor camps, Staff quarters. Site office and temporary structures are built on government land is attached as Annex 8. The Google map of the Project site is attached in Annex 15.

23. On 23rd Jan 2017 site visit, the following observation are outlined below;

- i. The approach road work is towards completion i.e., the completion of approach road work on the left bank of Omchuu river is 140m and 300m on the right bank;
- ii. The contractor has requested the Ministry Level Tender Committee for time extension till Jan. 2017 and was accepted; and
- iii. The Site Engineer reported earlier recruited 3 female laborers have left the job due to requirement for skilled laborers.

24. The contractor erected two Signposts at a strategic place on both right and left bank of Omchuu. It is anticipated the passerby can notice and show interest to work at the Project sites.

25. During site visit on 10th July 2017, the approach road works on both bank of Omchuu have been completed and handed over to the Phuentsholing Thromde. For the construction of 46 meter span PC Girder Bridge, the contract work was awarded to M/s Bhutan Builders on 20th July 2017 and the work will be mobilized. Once the work is mobilized, the contractor and the laborers (be it of Bhutanese or Indian origins) shall be briefed on HIV/AIDS awareness schedule in Sept 2017.

Component C (Output 2)

26. The contract work was awarded to M/s Tundi Construction Pvt Ltd, Nepal and M/s Tacho Construction Pvt Ltd, Bhutan (Tundi-Tacho joint venture, Thimphu) for the construction of 2.5 MLD WTP and Water supply works under SamdrupJongkhar Thromde on 18th April 2016. The site visit was done guided by the Project Manager, PIU, SJT on 19th January 2017, and the construction works such as construction of Intake weir and WTP have been mobilized. The Site/Project Engineer of M/s. Tundi/Tacho Construction was briefed on ADB safeguard issues in

line with ADB SPS 2009 and agreed to comply. There are total of 31 laborers (23 Indian male laborers, 5 Bhutanese male laborers and 3 Bhutanese female laborers). During site visit, 3 female laborers (day workers) were absent. A copy of Work Order dated 18.04.2016 is attached in Annex 16. A copy of reference letter from SamdrupJongkhar Thromde stating the status of construction sites is appended in Annex 18. The land confirmation report is attached in Annex 19. The list of Participants during FGDs is attached in Annex 20 with minutes of the meetings clubbed in the same table. The Google map of the Project location is attached in Annex 21.

27. The PIU SamdrupJongkhar was advised to update the FHHs-roster and document their willingness to work in the Project sites. The PIU, SJT reported that out of 39 FHHs only 3 FHHs showed interested to work in the Project sites.

28. In August 2016 visit, the contractor erected the signpost and appears not to be in a strategic place. It was suggested that the signpost be erected in a strategic place on the identified site. In January 2017, the signpost was erected in a strategic place near the Police check where Bhutanese people near the police check post at 4.0 km can notice the on-going construction works and show willingness to work in the project sites.

29. The site was visit was done on 5th July 2017 at intake weir and WTP. The Site Engineer from M/s. Tundi Construction Pvt Ltd, Nepal and M/s Tacho Construction Pvt Ltd, Bhutan (Tundi-Tacho joint venture, Thimphu) was discussed on the work progress. The date for the construction of intake weir and WTP initiated on 1st May 2016. Since the work progress is 40% complete, the site engineer affirmed that the construction work shall be completed by November 2017.

30. There are 32 Indian workers both skilled and unskilled and nine Bhutanese workers engaged at capacities as drivers, operators, surveyor, site engineer, site supervisor and electricians. No female workers were observed working due to lack of interest to work in the project sites despite various efforts by municipalities and contractor.

31. According to PAM, under C & P Activity, awareness raising activities targeting contractors on the risks of HIV/AIDS and compliance with core labor standards targeting Civil works and contractors and laborers and the type of Participation is Information sharing which is scheduled to be carried out in mid September 2017. The Project Manager PIU was informed to discuss with the professional health workers of SJT hospital and Health Information and Service Center (HISC) to serve as resource persons during HIV/AIDS awareness campaign.

32. The Objectives of the C & P Activity are to raise awareness on (i) the risks of HIV/AIDS (ii) the elimination of discrimination in employment, especially on providing equal pay for works of equal value and (iii) elimination of child labor. This awareness raising activities shall be conducted in SamdrupJongkhar, Phuentsholing and Thimphu simultaneously for which budget arrangement under the head Capacity building has been discussed with the Project Manager, PMU and requested for release of budget.

33. For Component B, i.e., Phuentsholing, according to PAM under C & P Activity, awareness raising activities targeting contractors on the risks of HIV/AIDS and compliance with core labor standards targeting Civil works contractors and laborers and the type of Participation is Information sharing were to be conducted. According to the Site engineer, they have carried out some advocacy on HIV/AIDS awareness/management practices to Indian and Bhutanese laborers. The advocacy and good management practices submitted by the Project Manager, M/s. Tundi Construction is attached in Annex 9.

34. The Objectives of the C & P Activity are to raise awareness on (i) the risks of HIV/AIDS (ii) the elimination of discrimination in employment, especially on providing equal pay for works of equal value and (iii) elimination of child labor.

Table 2: Summary table of identified impacts and mitigation actions

SI No.	Output 1a (Thimphu Thromde)	Output 1b (Phuentsholing Thromde)	Output 2 (SamdrupJongkhar Thromde)
1	Impacts cannot be measured as the contract agreement is awarded on 20 th Oct 2016 and the work is on-going.	Out of three displaced persons, two were working on muster roll (temporary staff) for Phuentsholing Thromde and one as a permanent staff. During site visit in August 2016 they were observed well relocated. The interview survey was carried out with the displaced persons during visit to Phuentsholing Thromde. The details of the three displaced persons have been reflected in resettlement Planning document.	There is no impact under Package 1 which is Water intake site (construction of intake weir), raw water transmission and WTP.





D SCOPE OF IMPACTS



35. In terms of vulnerability status of the affected people/communities, there are no impacts under outputs 1a and 2. Under output 1b, three displaced persons of which two are working on muster roll (temporary) and one as permanent staff were relocated in a better housing as compared to previous ones. The three displaced persons were interviewed on 12th August 2016 and no grievances reported. An official letter "To whom it may concern" from the displaced persons is appended in Annex 10. During visit to Phuentsholing Thromde on 24th January 2017, the three displaced persons were interviewed and details reflected in Resettlement Planning document and in Table 4. The PIU Phuentsholing had provided an assurance letter regarding no further relocations of the displaced staff duly signed by the Executive Secretary (ES) is attached in Annex 11.

Table 3: List of sub-projects with resettlement and /or Indigenous Peoples (IP) impacts

	Project activities			Remarks
	Component A (output 1a)	Component B (output 1b)	Component C (output 2)	
Sub-project with resettlement impacts	One staff is going to be relocated but will be relocated once the staff quarter is complete with same or better housing facilities.	Three families working with Phuentsholing Thromde were displaced. They have been relocated to a better location and housing. The details of 3 displaced persons have been reflected in Resettlement Planning document.	No resettlement impacts expected.	
Indigenous Peoples (IP) impacts	None	None	None	The project will not have any impact on Indigenous Peoples (IPs).

Table 4: Details of Displaced Persons (DPs) under PT

Sl. No	Name of Displaced Persons	Age	Sex	Education level	Designation	No. of years of working with PT	Family members	Salary (Nu)	Nationality	Pictures (latest pictures of DPs taken on 24 th Jan 2017)	Remarks
1	Mr. Needup Dorji	32	Male	Cl. XII pass	Customer Service Cell (Water supply)	12 years (since 2005)	1	234/day (7,254/month)	Bhutanese	 <p>Mr. Needup Dorji</p>  <p>New residence</p>	Currently working with PT as temporary staff.
2.	Mr. Santa Bir Tamang	54	Male	Cl. II	Security night guard	17 years (since 2000)	6	233/day (7,223/month)	Bhutanese	 <p>Mr. Santa B. Tamang</p> 	Currently working with PT working as temporary staff.

										New residence	
3.	Mr. Sangay Rinchen	33	Male	Cl. X	Driver	16 years (since 2001)	3	216/day (6,700/month)	Bhutanese	 <p>Mr. Sangay Rinchen</p>  <p>New residence at Pemaling housing</p>	Currently working with PT as permanent staff.

E ENTITLEMENT MATRIX

36. Since the Project is not going to have an impact on private land, structures or any other form of private assets, no compensation is required. It is felt no entitlement matrix is required.

Compensation and Rehabilitation

37. The Project will not affect any private property and no compensation and rehabilitation is required although under output 1b, there are three displaced persons who have been relocated with better housing equipped with basic amenities. No compensation and rehabilitation is required.

Public participation and Consultation

38. Output 1a, Output 1b, and Output 2: Public consultation and information disclosure is an integral part of the environmental and social assessment process. During PPTA study, detail socio-economic survey was conducted followed by public consultation. The follow up public consultations was carried out in Phuentsholing and SamdrupJongkhar Thromde although majority of the people residing in SamdrupJongkhar and Phuentsholing Thromde are aware of the up-coming ADB project. Nevertheless, public information on health and hygiene and HIV/AIDS awareness raising campaigns on the importance of the project linking it to health, gender, social empowerment shall be conducted in Sept 2017. The focal agencies to conduct the seminar are PMU, PIUs of Thimphu, Phuentsholing and SamdrupJongkhar Thromde. The health and hygiene awareness part will be conducted by the recently recruited Consultant supported by the Gender Specialist of DMSC. The Table 5: below has the Consultations details under Output 1b and Output 2.

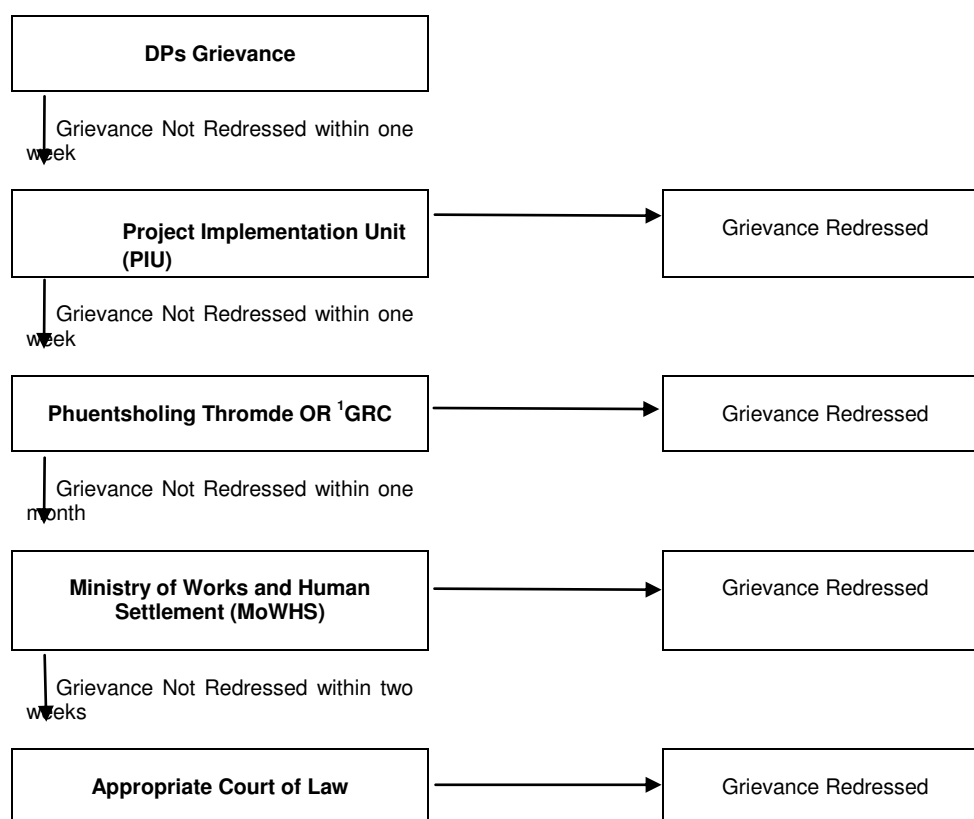
Table 5: Summary Feedback of Stakeholders Consultations/Minutes of Meetings

Date	Location	Number of Participants	Particular Status	Topic Discussed	Issues/Feedback from the Participants	Remarks
Output 2. SamdrupJongkhar, Thromde						
16 th August 2014	SamdrupJongkhar Thromde	NA	Collating information's and preparing roster of FHHs	On ADB Project "Water Treatment Plant" and their willingness to work. The Project will not affect income or structure loss. Long term benefits of the project. Public participation in Project work. Contractor will follow the Core labor standard.	(i) On the issue "Willingness to Work", people are reluctant to work in the Project site as the present National Work Force although increased to Nu. 215/day yet reluctant. (ii) The wages demanded by the interested FHHs are way above i.e., Nu. 450 to 500/day against the daily wages fixed for unskilled National Work Force i.e., Nu. 215/day. (iii) Female workers don't want to work as a labor as they prefer to work in office and demand Nu. 400-500/day.	Contractor currently pays Nu. 400/day for unskilled laborers and Nu. 550/day for skilled laborers.
7 th November 2014	SamdrupJongkhar Thromde, Venue: SJT Youth building	Total: 21 Male: 6 Female: 15	Project awareness campaign	De-briefing on ADB funded WTP Project; Their willingness to work in the Project sites, The Project is not going to affect income loss or structure loss. Long term benefits of the project. Public participation in Project work. Contractor will follow the core labor standard.	Participants raised issues such as; (i) Inadequate water supply; (ii) During monsoon season, the water is not potable due to high turbidity; (iii) Hoteliers commented on no customers due to water shortage; and (iv) Willing to pay for water according to actual billed.	The issues noted and participants were assured that the new WTP and up-gradation of present WTP will resolve the water crisis.
Output 1a. Thimphu Thromde						
NA	NA	NA	NA	NA	NA	Contract work order awarded recently on 20 th

						October 2016.
Output 1b. Phuentsholing Thromde						
9 th August 2015	Phuentsholing Thromde		Collating information's and preparing roster on FHHs.	Informed FHHs on the ADB Project "Construction of Bridge and Approach roads". Long term benefits of the project esp. related to traffic congestions. Public participation in Project work. Contractor will follow the Core labor standard.	Only 10-15% showed interest to work in the Project sites. About 80% participants from the FHHs are reluctant to work due to household chores such as bringing children to schools and hospitals and maintaining daily household chores.	Contractor was informed the list of FHHs and clauses drawn from the Contractor side as in Annex 13. An amended clause after discussion with the Project Manager (Represented from TCPL Contractor side) is attached in Annex 14. Only 3 female workers showed interest and worked in the Project sites.
22 nd March 2016	Phuentsholing Thromde, Venue: Thromde Conference hall	55	Project awareness campaign	De-briefing on Project ADB funded "Construction of 46 meter span PC Girder Bridge and Approach roads". Willingness to work in the Project sites. The participants were informed that the Project will not affect income loss or structure loss. Long term benefits of the Project. Public participation in Project work. Contractor will follow the core labor standard.	The participants acknowledged the ADB Project. About 80% participants are aware of the project and supported the Project. However, their willingness to work in the project sites was proven almost negative.	All participants responded that the construction of approach road and bridge will immensely help traffic congestion and they are thankful to the ADB funded Project.
16 th May 2016	Phuentsholing Thromde, Venue: PIU, Phuentsholing. (Annex 12: List of FHHs Participants during FGD)	9 FHHs	Project awareness and their willingness to work in the Project sites.	Their willingness to work in the Project sites, The Project is not going to affect income loss or structure loss, Long term benefits of the	All FHHs prefer to work in the office and not as laborers. Noted some are working in factories and showed less interest.	Contractor willing to pay more than the existing NWF rate i.e., more than Nu. 215/day. Contractor willing to provide free accommodation with

				project, Public participation in Project work.		basic amenities. Despite all these facilities, only three FHHs have shown interest to work at the Project sites.
12 th August 2016	-do-	3	FHHs	Whether they are contented with the wage and work load.	During quick interview survey, looks like they had misconception on their daily wage. 1 st and 2 nd FHHs: expected Nu. 270/day. 3 rd FHH expected Nu 300/day.	Discussed this issue with the Project Manager, representative from contractor's (TCPL) side.
12 th August 2016	-do-	NA	Contractor	Discussed with the contractor to add Insurance Policy in their clauses between laborers and contractor.	Discussed with contractor's representative and FHHs and informed about the daily wage.	The contractor's representative from TCPL agreed to pay Nu. 270/day as agreed by Female workers on the wages.

Figure 1: Grievance Redressal Process



F CONSULTATION AND DISCLOSURE ACTIVITIES AND GRIEVANCE PROCEDURES

39. All complaints will be lodged in writing. All proceedings related to complaints will be recorded and documented. The document will be useful in modifying procedures in future. The functions of the Grievance Redressal Committee (GRC) if any are: (i) to support the displaced persons (particularly non-titled and vulnerable displaced persons) on problems related to the eligibility for entitlements and assistance provided; (ii) to record grievances from displaced persons and to categorize, prioritize and solve them within an appropriate time; and (iii) to inform the Project Steering Committee of unresolved cases within an appropriate timeframe.

40. All costs incurred in resolving the complaints will be borne by the Project including expenses incurred by members while attending the meetings. The committee will meet when the grievance is not resolved by the PIUs within one week, they will be given notice of the meeting, the need to determine the merit of the grievance, and resolve the grievance within a month of receiving the notice for the meeting. Further grievances can be referred by the displaced persons to the Ministry of Works and Human Settlement (MoWHS) and further to the appropriate court of law if at all necessary.

¹ Grievance Redressal Committee

G INSTITUTIONAL ARRANGEMENT

41. The Department of Engineering Services (DES) of the Ministry of Works and Human Settlement (MoWHS) is the executing agency responsible for implementing the Project. The executing agency has established a PMU located at DES premises and is headed by the Project Manager. The PMU is supported by a team of Consultants under Design Monitoring Supervision Consultants (DMSC), and is in-charge of overall execution and implementation of the Project. The PMU is responsible for planning, monitoring and reporting on the Project, as well as for general cost and quality control. A Project Implementation Units (PIUs) has been established in Thimphu Thromde, Phuentsholing Thromde and SamdrupJongkhar Thromde.

H MONITORING

Component A: Output 1a

42. The team consisting of Social Safeguards and Environmental Specialist from the DMSC accompanied by the Project Manager PIU Thimphu Thromde had carried out discussion pertaining to the construction of WWTP under TA 2816 ADB Project on 13th July 2017. The discussion was followed by site visit guided by the Project Engineer, TechnoFav-Vishwa JV.

43. After the site visit, the Project is categorized as “*Category C*” Project as there are no privately owned structures affected by the Project activities.

Findings;

The findings are outlined below;

44. The 2.5 acres land for the construction of 12 MLD WWTP is confirmed as government land.

- i) The construction work on staff quarter building and laboratory building is on-going;
- ii) The site office accommodating PIU and TechnoFav staff is well set-up constructed by the Technofav-Vishwas JV near to the construction site;
- iii) There are 27 staff consisting of both Indian and Bhutanese staff and 32 Indian both skilled and non-skilled laborers working in the site;
- iv) As far as labor camp is concerned, there are two types of labor camp set up by the Contractor such as separate labor camp for Indian workers and Bhutanese staff. The reason being that the Bhutanese staffs are residing with families; and
- v) The labor camp is supplied with clean drinking water with separate toilets (8 nos.) and free electricity.

45. According to Project Engineer, Technofav-Vishwa JV, they are recruiting 100 more Indian laborers after the monsoon season to expedite work progress.

Component B. Output 1b.

46. During preliminary design phase in August 2013, site visits and several rounds of stakeholders' consultations were carried out with Environmental Specialist and Engineering team members. The sites on the left and right bank of Omchuu were studied. On the right and left bank of Omchuu, the project will affect three families and displaced. The details of the affected assets and displaced families were documented and disclosed in ²DDR and in Resettlement Planning document. After site visit and verification, the Project is confirmed and categorized as "*Category B*" Project. On 24th Jan 2017, the displaced persons were interviewed and the Resettlement Planning (RP) document was prepared.

Findings

47. The contract work was awarded to M/s Tundi Construction Pvt Ltd, Nepal for the construction of 46 meter span PC Girder Bridge and Approach Road on 10th April 2016. The site visit was done in August 2016 and the civil works were mobilized. There were non-national (Indian laborers) working at the Project sites. Three families from the FHHs were not seen working at the Project sites as the Project activities was about to complete and only skilled laborers were working. During site visit on 10th July 2017, the approach roads at right and left bank of Omchuu river was completed and handed over to the PIU Phuentsholing Thromde. The second package on the construction of 46 meter span PC Girder Bridge is now awarded to M/s Bhutan builders.

Component C, Output 2.

48. The DMSC Consultant team members consisting of Team Leader, Deputy Team Leader, Water Engineer, Geo-tech Engineer, Environmental Specialist and Safeguard/Gender Specialist visited the sites led/guided by the Project Manager on 19th November 2013. The proposed sites were visited to study the social related issues to ascertain and to document possible impacts on private assets such as private lands, fruit trees, structures or any other social issues. The sites that were finally proposed have been re-visited on 14th February 2014 to confirm and validate/document any social issues. After the fact findings and validation on 19th Jan 2017, the Social Due Diligence Report for SamdrupJongkhar Thromde is prepared ensuring that there is no impact on private assets.

49. After site visit and verification, it was confirmed that the Project is categorized as "*Category C*" Project where there is no significant resettlement impact. The proposed sites for the construction of Water Intake weir, Pipe layout to WTP and for the construction of WTP are currently booked under package 1 and 75% work completed.

² Due Diligence Report

50. The layout of the trunk main from the WTP up to reservoir tank and distribution sites is booked under Package 2 and needs detail survey work to ensure that no private lands and assets are affected by the Project.

Findings:

51. The contract work i.e., Package 1 was awarded to M/s Tundi Construction Pvt Ltd, Nepal and M/s Tacho Construction Pvt Ltd, Bhutan (Tundi-Tacho joint venture, Thimphu) for the construction of 2.5 MLD WTP and Water supply works under SamdrupJongkhar Thromde on 18th April 2016 and mobilization work to start from 1st May 2016. The site was visited with Env. Specialist and the Project Manager and Project Engineer of PIU SJT on 9th August 2016, and observed nothing mobilized. On 19th Jan 2017, the construction works on both intakes weir and WTP was rapidly progressing. The site engineer of M/s. Tacho Construction was briefed on ADB safeguard compliance in line with ADB SPS 2009 such as maintaining the core labor standard. The labor camps were well established furnished with basic amenities.

I COMPLIANCE STATUS

Component A: Output 1a

52. The contract work was awarded to M/s Technofab-Vishwa JV on 20th Oct 2016 and the construction work of staff quarter bldg and Administrative Laboratory building is progressing.

Component B: Output 1b

53. The contract work was awarded to M/s Tundi Construction Pvt Ltd, Nepal for the construction of 46 meter span PC Girder Bridge and Approach Road on 10th April 2015. The site was visited on 12th August 2016 and observed civil work on-going. There were non-national (Indian laborers) working in the Project sites. Three females were seen working at the Project sites and a quick interview survey was carried out with the individual female workers and noted the per day wages as Nu 270/day as amended recently by ³TCPL which according to core labor standards is acceptable. The contractor established labor camps adjacent to the Project sites and the land is confirmed as government land. On 23 Jan 2017, there were no female workers due to Project work completion as the contractor required only the skilled laborers.

Component C: Output 2

54. The contractor had mobilized the work and the current status of construction work is 40% complete and expected to complete the entire package by November 2017.

³ Tundi Construction Pvt. Limited

J FOLLOW UP ACTIONS, RECOMMENDATION AND DISCLOSURE

Component A, Output 1a, 1b and 2:

55. Follow up actions on updating ⁴GAP and Semi-annual Social monitoring report shall be carried out on a semi-annual basis. An awareness raising activities targeting contractors and laborers on the risks of HIV/AIDS and compliance with core labor standards which is elimination of discrimination in employment, especially on providing equal pay for work of equal value and elimination of child labor is scheduled in Sept 2017.

Recommendations: (i) The contractor should follow the clauses such as (i) Hiring/Recruitment of more National women workforce; (ii) Provide gender responsive, HIV/AIDS and human trafficking awareness; (iii) Provide free accommodation with proper sanitation, safe drinking water and electricity; (iv) Ensure implementation of core labor standards to Bhutanese especially the provision on equal wages for both men and women (v) Hiring of Child labor should be avoided, be it national or of Indian origin and (vi) Minimize noise and dust pollution.

(ii) The ⁵PMIS is proposed to be maintained by each PIU assisted by the DMSC Safeguard and Gender Specialist in order to keep track of the Project activities. The DMSC Safeguard and Gender Specialist will be given one day crash course by NCWC within Sept 2017 to maintain the PMIS.

⁴ Gender Action Plan

⁵ Project Management Information System shall be prepared and maintained by each PIU.

Annex 1: Contract Agreement between M/s Technofab-Vishwa JV and Thimphu Thromde

Thimphu Thromde
Building Number: 08
Gongdzin Lam
Thimphu-11001: Bhutan

Contract Agreement

THIS CONTRACT AGREEMENT is made the *20 of October, 2016*

BETWEEN

Thimphu Thromde having its principal place of business at *Building No. 8, Gongdzin Lam Thimphu, Bhutan* (hereinafter called "the Employer"),

and

M/s Technofab-Vishwa JV having its principal place of business at *507, Eros Apartments, 56 Nehru Place, New Delhi, India* (hereinafter called "the Contractor").

WHEREAS the Employer desires that the Works known as *Design, Build, Operate and Transfer 12MLD Wastewater Treatment Plant at Thimphu, Bhutan (Contract Package No. TCC/WWTP/GM/001)* should be executed by the Contractor, and has accepted a Bid by the Contractor for the design, execution, completion and operation and maintenance of these works for 5 (five) years including 1 (one) year defects liability period (DLP) and remedying of any defects therein,

The Employer and the Contractor agree as follows:

- In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.*
- The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.*
the Letter of Acceptance dated 28th September, 2016
the letter of Bid dated June 29, 2016
the Addenda issued during the Stage 1 and Stage 2 bidding
the Particular Conditions
the General Conditions;
the Employer's Requirements
the completed Schedules, and
the Contractor's Proposal,
the Minutes of the Meeting held on 18 October 2016
- In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to design, execute,*

Thromdon : +975-2-323665 Executive Secretary +975-2-340355
Phone : +975-2-336310/322757/322285 Fax: +975-2-323662/340415/338951/334203
www.thimphucity.bt

Thimphu Thromde
Building Number: 08
Gongdzin Lam
Thimphu-11001: Bhutan

complete, operate and maintain the Works and remedy any defects therein in conformity with the provisions of the Contract and the Operating License granted by the Employer.

- The Employer hereby covenants to pay the Contractor in consideration of the design, execution, completion, and operation and maintenance of the Works and the remedying of defects therein, the Contract Price at the times and in the manner prescribed by the Contract, and to grant the Contractor a royalty-free license to enable him to operate and maintain the Works during the Operation Service Period.*
- The Contract Amount is Nu. 84,600,000.10 (Ngultrum Eighty Four Million Six Hundred Thousand point Ten) and USD 14,983,123.39 (United States Dollar Fourteen Million Nine Hundred Eighty Three Thousand One Hundred Twenty Three point Three Nine) (both including 10% contingency).*

Signed by Mr. Pasang Dorji
Executive Secretary
Thimphu Thromde

Signed by Mr. Rajiva K. Sood
Executive Vice President
Technofab Engineering Limited

for and on behalf of the Employer
(Thimphu Thromde)
in the presence of:

for and on behalf the Contractor
(M/s Technofab-Vishwa JV)
in the presence of:

Witness:

Witness:

Mr. Kinley Penjor
Project Manager (ADB Projects)
Thimphu Thromde
20 October 2016
Name, Signature, Address, Date

Mr. Ahmad Sajid Khan
Sr. General Manager
Technofab Engineering Limited
20 October 2016
Witness, Name, Signature, Address, Date

Thromdon : +975-2-323665 Executive Secretary +975-2-340355

Annex 2: Safeguard Conditions and Clauses of Contract (TT)

Section 8 – Special Conditions of Contract (SCC)	
8-14	indentured labor, bonded labor or similar labor contracting arrangements.
6.21	Child Labor The Contractor shall not employ any child to perform any work, including work that is economically exploitative, or is likely to be hazardous to, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. "Child" means a child below the statutory minimum age specified under applicable national laws. The contractor shall put in place a procedure to verify the ages of young workers.
6.22	Employment Records of Workers The Contractor shall keep complete and accurate records of the employment of labor at the Site. The records shall include the names, ages, genders, hours worked and wages paid to all workers. These records shall be summarized on a monthly basis and submitted to the Employer's Representative, and these records shall be available for inspection by the Bank's auditors during normal working hours. These records shall be made available to the Employer and the Bank's auditors upon request.
6.23	Workers' Organizations In countries where the relevant labor laws recognize workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with such laws. Where the relevant labor laws substantially restrict workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where the relevant labor laws are silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers' representatives. Workers' organizations are expected to fairly represent the workers in the workforce.
6.24	Non-Discrimination and Equal Opportunity The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where the relevant labor laws provide for non-discrimination in employment, the Contractor shall comply with such laws. When the relevant labor laws are silent on nondiscrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.
6.25	Compliance with ADB's Safeguards Policy Statement

Bid Document for the "Design, Build & Operate a 12MLD Wastewater Treatment Plant at Thimphu, Bhutan"

Annex 3: List of staff of Technofab - Vishwa JV

TECHNOFAB-VISHWA JV

DESIGN, BUILD, OPERATE AND TRANSFER 12MLD WASTEWATER TREATMENT PLANT AT THIMPHU, BHUTAN
LIST OF HUMAN RESOURCES/MANPOWER

Sl.No	Name	Designation	Station	Sex	Remarks
1	Devinder Singh	Project Manager	Head office, Delhi	Male	
2	Sajid Khan	Design and Engineering, Sr. General Manager	Head office, Delhi	Male	
3	Bunty Jhonson	Design and Engineering, Sr. Manager	Head office, Delhi	Male	
4	Mr Satish	Structural Engineer, Specialist	Head office, Delhi	Male	
5	Perumal	Electrical Engineer, Design	Head office, Delhi	Male	
6	Ravi Bhushan	Asistant Project Manager	Head office, Delhi	Male	
7	Atul Gaur	Construction Manager	Site office, Thimphu	Male	
8	Ragav Gandotra	Quality Engineer	Site office, Thimphu	Male	
9	Utpal Basu	Civil Engineer	Site office, Thimphu	Male	
10	Santosh Kumar	Sewer line, Civil Engineer	Site office, Thimphu	Male	
11	Tashi Topgyal	Project Engineer	Site office, Thimphu	Male	Local Staff
12	Tenzin Gyatsho	Asistant Project Engineer	Site office, Thimphu	Male	Local Staff
13	Ganga Ram	Mechanical Engineer	Site office, Thimphu	Male	Local Staff
14	P. Sarkar	Manager	Site office, Thimphu	Male	Local Staff
15	Ganga Chettri	Accountant	Office, Thimphu	Female	Local Staff
16	Passang Dorji	Site supervisor	Site office, Thimphu	Male	Local Staff
17	Sonam Phuntsho	Site supervisor	Site office, Thimphu	Male	Local Staff
18	Biskas Gurung	Surveyor	Site office, Thimphu	Male	Local Staff
19	Tenzin Pem	Office Asistance	Site office, Thimphu	Female	Local Staff
20	Sonam Choden	Office Asistance	Site office, Thimphu	Female	Local Staff
21	Dawa tshering	Mechanic	Site, Thimphu	Male	Local Staff
22	Ugyen Dorji	Light vehicle Driver	Site, Thimphu	Male	Local Staff
23	Sudharshan Subadi	Excavator optr	Site, Thimphu	Male	Local Staff
24	Gembo Dorji	Heavy driver	Site, Thimphu	Male	Local Staff
25	Pema Dorji	Heavy driver	Site, Thimphu	Male	Local Staff
26	Jamtsho	Trailer Driver	Site, Thimphu	Male	Local Staff
27	Sadhav	Backhoe Optr	Site, Thimphu	Male	Local Staff

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25 July 2017

This is to certify that the land measuring about 2.5 acres at Babesa on which the Thimphu Thromde is constructing a 12MLD WWTP based on SBR Technology with financial support from the Asian Development Bank is a government land and no private land has been acquired for the project.




Thrompon
Thimphu Thromde

Dasho Thrompon: +975-2-323665, Executive Secretary: +975-2-340355

Annex 5: Google map indicating 2.5 acres land for the construction of 2.5 MLD WWTP (TT)



Annex 6: Contract Work Order (PT)

Royal Government of Bhutan
Phuentsholing Thromde
Pelkhil Lam, Post Box No:02

PT/ADB/2014-2015/PIU-127-2004/2
10th April 2015

To:
The Proprietor,
M/s. Tendi Construction Private Limited,
Phone No: +977-1-3555373/5548573
Telefax No: +977-1-5555574
Bhutan Branch No: +97502350016
Country: Nepal.

Subject: Work Order for "Construction of 36meter span PC Girder Bridge and Approach Road" for Phuentsholing Thromde.




Sir/Madam,

Phuentsholing Thromde is pleased to accept your bid submitted by your firm for the above mentioned works which is the lowest evaluated and substantially responsive bid.

Therefore, the work is awarded to your firm for execution and shall be carried out as follow:-

1. Work shall be carried out as per the terms and conditions, clauses attached with the agreement of the work.
2. Your tender amount for doing this work is Nu.90, 951,729.00 (Ngultrum Ninety Million Nine Hundred Fifty One Thousand and Seven Hundred Twenty Nine) Only.
3. The time allow for completion of this work is Eighteen (18) months as reflected in the tender documents, and shall be reckoned from 4th May 2015.
4. The work must be executed in accordance with the Technical Specifications issued by ADB.
5. Sample of the materials to be used at site shall need prior approval of the Project Manager/Engineer.
6. You are not allowed to sublet the work.
7. You will post your manpower as mentioned in section-4 (PER-I: Proposed Personal) of the bidding documents to the site from the date of commencement of the works.

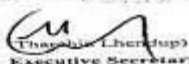
Phone: EPABX # 00975-02-232166/952759/234645, Fax # 232882, Thimphu # 232495 (ext. 148), Executive Secretary # 234312 (ext. 134), Adm. & HR # 234497 (ext. 130), Accounts # 234436 (ext. 142/143), Water Supply (G) # 232877, Sewerage (G) # 233906, Town Maintenance (G) # 235036, Website: www.dce.bt

Royal Government of Bhutan
Phuentsholing Thromde
Pelkhil Lam, Post Box No:02

8. Cost for all the test (field and Lab tests) recommended shall borne by your firm.
9. All work shall be carried out in accordance to Environmental clearance issued by Ministry of Works & Human Settlement, Thimphu vide letter no. MoWHS/PPD/Env/01/2013/3083 dated 9th April 2013.
10. Prior to commencement of work you are requested to submit the work plan along with quality assurance Plan clearly stating the working procedures.
11. You are requested to provide, in the joint names of the employer and contractor, insurance cover for the work (including manpower, Machineryes and work etc) from the start date to the end of the defects liability period, in the amounts and deductibles stated in PCC and GCC clause 19.1-19.5.
12. The contractor shall be responsible for the safety of all activities in the site as stated in GCC, Section-7, clause 18.1 and PCC, Section-8, Clause 20, 21, 24 and 25 of the contract terms and Conditions.

Yours Sincerely,


(Thangbis Lhendup)
Executive Secretary
Phuentsholing Thromde

Copy to:

1. Hon'ble Zhabtog Lyonpo, MoWHS, Thimphu for kind information.
2. Hon'ble Secretary, MoWHS, Thimphu for kind information.
3. Project Director, DES, MoWHS, Thimphu.
4. Executive Director, CDS, MoWHS, Thimphu.
5. Regional Manager, BTL, Phuentsholing for kind information and co-ordination if required.
6. Regional Manager, RPL, Phuentsholing for kind information and co-ordination if required.
7. Project Manager, PMU, DES, MoWHS, Thimphu.
8. Head, Engineering Division, PT
9. Project Manager, PIU, PT
10. Work File.




Phone: EPABX # 00975-02-232166/952759/234645, Fax # 232882, Thimphu # 232495 (ext. 148), Executive Secretary # 234312 (ext. 134), Adm. & HR # 234497 (ext. 130), Accounts # 234436 (ext. 142/143), Water Supply (G) # 232877, Sewerage (G) # 233906, Town Maintenance (G) # 235036, Website: www.dce.bt

Annex 7: Safeguard Conditions and Clauses of Contract (PT)

8-12	Section 8 Particular Conditions of Contract
	<p>Any damage to such service or structure caused due to the negligence of the Contractor or his Sub-contractors shall be reinstated by the Contractor at no extra cost to the Employer.</p> <p>Where permanent diversion or support of such service or structure is rendered necessary as the unavoidable result of the execution and maintenance of the works in accordance with the Contract, the Project Manager, after consultation with the Employer, will instruct the Contractor as to the diversion or support to be provided and the Contractor shall be paid the actual cost plus ten percent extra to this as his overhead and profit.</p>
19. Cash Flow Estimate to be Submitted	The Contractor shall submit in triplicate, the detailed cash flow estimates. The cash flow estimates shall be coupled to an 'S' curve program, which shall become the basis for establishing the rate of progress under Sub-Clause 38.
20. Traffic Safety and Control	During the construction period the Contractor should provide red lanterns or warning lights of similar type shall be mounted on the barricades at night and keep lit throughout from sunset to sunrise with a sign board indicating DANGER so that the traffic plying nearby the area shall be warned for precaution.
21. Protective clothing and footwear for safety	The Contractor or his responsible officer at site need to have a trial use of this safety clothing's, footwear, equipment, etc, prior to its actual use so that this protective items when used during real need deceive the users but functions satisfactorily and any accident arising thereof avoided.
22.Environmental Management Plan	The Contractor shall be responsible for the implementation of Environmental Management Plan (EMP) and comply with the requirements of EMP in the execution of Works. In addition the Contractor shall abide by the terms and conditions set forth in the environmental clearance provided by the relevant authority. As such the copies of Environmental Clearance & EMP are attached with the bidding document. In the event, contractor fails to comply with the EMP requirement as stipulated in Technical Specification (Civil Works) table 10.1 and 10.2, the Retention money shall be held up till such time the EMP is complied with to the satisfaction of the Project Authority
23. Gender Issues to be complied with during Project Implementation	<p>Reserve jobs and employment opportunities especially for interested Bhutanese women during construction, post construction and routine maintenance work;</p> <p>Employ women whether unskilled and semi-skilled laborers in earth work, construction and maintenance work and enforce the core labor standards;</p> <p>Hiring of child labor should be avoided, be it national or of Indian origins;</p> <p>Training on gender responsive, HIV/AIDS and human trafficking awareness;</p> <p>Ensure the implementation of core labor standards, especially the provision on equal wages for both men and women; and</p> <p>Water and sanitation facilities and occupational health and safety measures for women workers at construction sites should be made available.</p>



Annex 8: Land Confirmation of the Project sites (PT)

	<p>དངམ་ཐུན་འབྲུག་གཞུང་། ཕུན་སེལ་གྱི་སྡེ་ཁག་། Royal Government of Bhutan Phuentsholing Thromde</p>	
	<p>Peikhil Lam, Post Box No. 02</p>	
<p>PT/ADB/2015-2016/PIU-08 / 13</p>		<p>15th August 2016 16</p>
<p>No Objection</p>		
<p>This is to inform that the Labor camps, staff quarters, site office and other temporary structures built at the Project Site for "Construction of 46m Span PC Girder Bridge over river Om Chu and Approach Road in Phuentsholing" (BHU-2816) are in line with the approval given by Thromde and have been constructed in government land. Phuentsholing Thromde has no objection and there are no pending issues related to land in this regard.</p>		
<p> Offg. Executive Secretary Phuentsholing Thromde</p>		

Annex 9: Advocacy on HIV/AIDS and Management Practices

Updates on BHU- 2816, ADB site at Phuentsholing on Social Issues



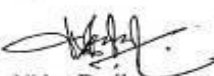

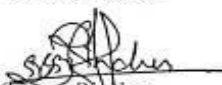

During project execution (BHU -2816, ADB at Phuentsholing), following health advocacy issues were discussed with the laborers outlined below;

- Proper disposal of solid waste materials that are generated from the kitchen;
- Proper waste water disposal from the kitchen;
- Spread of water borne diseases like typhoid and malaria were highlighted;
- Weekly camp area cleaning was encouraged;
- Proper surplus food disposal;
- Drinking of potable boiled water was strongly encouraged;
- Proper use of mosquito's nets;
- Proper use of pit latrines; and
- Proper hand washing using soaps before eating and after defecation.




Closed door meeting was held with the sub contractors and briefed the laborers in local language on the HIV and STD. Use of condoms and availability at site on demand was highlighted.

The contractor also employed 10 Nos. Bhutanese recruited from SamdrupJongkhar Dzongkhag. Five nos. students who were on school vacation were recruited on muster roll. On the request of the Safeguard Consultant, three ladies were recruited to work at the construction site. Free accommodation, free electricity and safe drinking water were provided to all the laborers at site.

Annex 10: No Objection from the Displaced Persons (DPs) (PT)

	<p>དཔལ་ལྷན་འབྲུག་གཞུང་། ཕུན་སེལ་གྱི་རྒྱུ་རྒྱུ་། Royal Government of Bhutan Phuentsholing Thromde</p>	
	Pelkhil Lam, Post Box No. 02	
PT/ADB/2015-2016/PIU-08/14.		15 th August 2016 17.
To Whom It May Concern		
<p>This is to inform that we are happy with the accommodation provided to us after we were displaced by the project, and all the basic amenities such as drinking water, electricity, etc. are readily available. We are satisfied with our present status and have no objection/grievances of any form.</p>		
<p> Nidup Dorji Customer Service Cell</p>		
<p> Santabir Tamang Security Guard</p>		
<p> Sangay Rachen Driver</p>		
<p> 17/08/16 Endorsed by: Bikes I Sharma Offg. PM</p>		

Annex 11: Assurance letter from Phuentsholing Thromde

	<p>དཔལ་ལྷན་འབྲུག་གཞུང་། ཕུན་ཚོགས་གླིང་ ཁོམ་ལྗེ། Royal Government of Bhutan Phuentsholing Thromde</p>	 <p>Phuentsholing Thromde Pelkhil Lam, Post Box No. 02</p>
PT/ADB/2017-2018/PIU-06/ 178		13/07/2017
<p>The Project Director, Urban Infrastructure Project (BHU- 2816), Department of Engineering Services, MoWHS, Thimphu.</p>		
<p>Sub: Letter of Assurance for ADB 2816 Project work</p>		
<p>Sir,</p>		
<p>This has reference to the relocation exercise that was carried out under the ADB Project No. BHU 2816 to facilitate the construction of the approach roads and Bridge within Phuentsholing Thromde during which three families working with the Phuentsholing Thromde were involuntarily relocated to new locations which was consequently accepted by the ADB.</p>		
<p>Indeed, the new locations to which they have been relocated are better compared to the previous ones in terms of availability of additional facilities and other conveniences. We are pleased to inform that they readily agreed to be relocated which helped us implement the Project work without any delay.</p>		
<p>In this regard, we wish to submit our assurance to the ADB that the three affected persons will not be displaced or relocated till they resign from the service (Thromde) or transferred in the interest of the public services by the Government.</p>		
<p>The details of the affected persons including the newly relocated locations are presented in the following page.</p>		
<p>Yours sincerely,</p>		
<p></p>		
<p>(Wangchuk Thayer) Executive Secretary Executive Secretary Phuentsholing Thromde</p>		
<p>1. The Team Leader, DMSC, UIP-ADB 2816 for information, please. 2. The Project Manager, PIU, PT.</p>		
<p>Phone: EPABX 4 00975-05-252164/252359/254645, Fax # 252882, Tarampon # 252495 (ext. 148), Executive Secretary # 254312 (ext. 124).</p>		

Annex 12: List of FHHs participated during FGD (PT)

List of the members attending the Safeguard issues on 9th August 2015

SN	Name	Contact No.	Address	Signature
1	Mrs. Kausila Kami	17256051	Worked in hotel Orchid as floweriest, stays in Jaigoan. Prefers to work in office	
2	Mrs Phulmaya Biswakarma	17743049	Worked in hotel Orchid as floweriest, stays in Jaigoan. Prefers to work in Office	
3	Mrs Tshewang Zangmo	17726951	Stays in Jaigoan & selling things by going to the villages. Prefers to work in office	
4	Mrs Karma Lhamo	17589228	Widow supported by her brother and stays near CHPC. Prefers to work in office. Bears four kids	
5	Mrs Samten Dema	17633364	Divorced family and stays in lower market & works in Pasakha beer factory. She has to support two kids. Prefers to work for house keeping & in office.	

Interviewed by

Tashi Tshering, GM, TCPL

D. P. Sharma, PM, TCPL

Chhimi Norbu, PE, TCPL

SN	Name	Contact No.	Address	Signature
6	Mrs. Padma	17597739	Works in Sipsu as a farmer, and looks after her family at sipsu. Prefers to work in office	
7	Mrs Kabita	17735967	She is from Samtse and stays in Jaigoan for her kids education. Husband is sick Prefers to work in office	
8	Mrs Pema Choki	17611759	Family problem since her husband married with his second wife Partly supported by her husband. Prefers to work in godown	
9	Mrs Charnli Tamang	17910250	Husband is a TB patient. Got two kids Prefers to work as floweriest.	

Interviewed by

Tashi Tshering, GM, TCPL

D. P. Sharma, PM, TCPL

Chhimi Norbu, PE, TCPL

Annex 13: Clauses from the Contractor (TCPL) side (PT)

SAFE GUARD ISSUES

With reference to letter No. PT/AOB/2015-2016/PIU-12/314 dated 22nd July of Project Manager, AOB we tried to accommodate the request as far as possible within our scope of work. All the interested female headed households ladies were invited and discussions were held on individual. Out of 18 interested households, representatives from 11 households turned out for the discussions that were interested to work at site. Detail briefing on the ongoing AOB Project No. BHU - 2816 was made and free and frank discussions were made to the individual household's representative. The copy of the same was forwarded to the PIU under Phuentsholing Thromde.

Most of the house hold representatives requested for employment to support their family in terms of house rent payment, medical and to support their school going children. Most of them they preferred to work in the office and except one lady who volunteered to work as a laborer along with the Indian laborers working at project site.

During the recent visit of Mr. Rajesh Pradhan, Consultant on the safe guard issues highlighted the importance on the safe guard issues for the female headed household families on the ongoing project. The discussions were held at the project site office amongst the consultants, client and the contractor. Contractor willing accepted to employ about 10 Nos. as a day workers for the project under the following terms and conditions for employment:

1. Nu 250 per day shall be paid as per the work done at site through muster roll during the first week of the successive months.
2. Sunday will be a half holiday but they will get the full day payment.
3. Decent accommodation with electrification shall be provided by the contractor near the project site.
4. Site toilet and portable drinking water supply shall be made available by the contractor near the vicinity of the camp within the project site.
5. Medical and insurance facilities have to be borne by individual.
6. Working time at the project site is from 8 am to 5 pm with one hour lunch break during the day.
7. There will be no disparity on cast, religion, gender, etc in assigning the day to day work and they have to work under the labour sub contractor. However, we will give assurance on their payment for the actual Nos. of day worked at site as per the attendance maintained by the contractor.
8. If any illegitimate business is carried out in the project site or if it comes to the notice of the employer than he/she will be compulsorily expelled from the site with 24 hours notice with balance salary for that particular period.

9. On the completion of the project they have to vacate the site accommodation and they have to search other jobs of their own choice. Contractor has no any obligation to look after them once the particular contract is completed.
10. They are not supposed to work under other contractors, projects or owners within the contract period. If it comes to the notice of the contractor he /she will be expelled from the site within 24 hours notice.
11. Any unwanted allegations against the contractor is made shall be dealt against the defaulter as per the rule of the land.

The above terms and conditions shall be followed strictly in the interest of the work and the project in particular.

Date: 1st May 2016
Place: Phuentsholing Project Office

(Project Manager)
TCPL

Annex 14: Amended clauses from the Contractor (TCPL) side (PT)

Safe Guard Issues


On the safe guard issues female headed households were called and short meeting was conducted with them in the office of the undersigned on 24th May 2016. This was done in line with the feedback made by Mr Rajesh Pradhan, consultant on the safe guard issues. Four interested females were employed in the ADB Project through the labor sub contractor. They were attached with the other labourers working for the project. Their daily remuneration was decided at Nu 250/day however, by seeing their sincerity and punctuality at work site they were paid Nu 270/ day by the labour contractor.

On the issue of site accommodation we promised them to provide a decent accommodation at the work site with toilet, electricity and portable drinking water. They said due to the short project period they are reluctant to occupy the site accommodation.

Regarding the medical treatment, incase of minor injury or accidents local laborers will be taken to the Government hospital by the contractor for free medical treatment. But for the Indian laborers the contractor bears the cost for the treatment across the border for minor injury at work site.

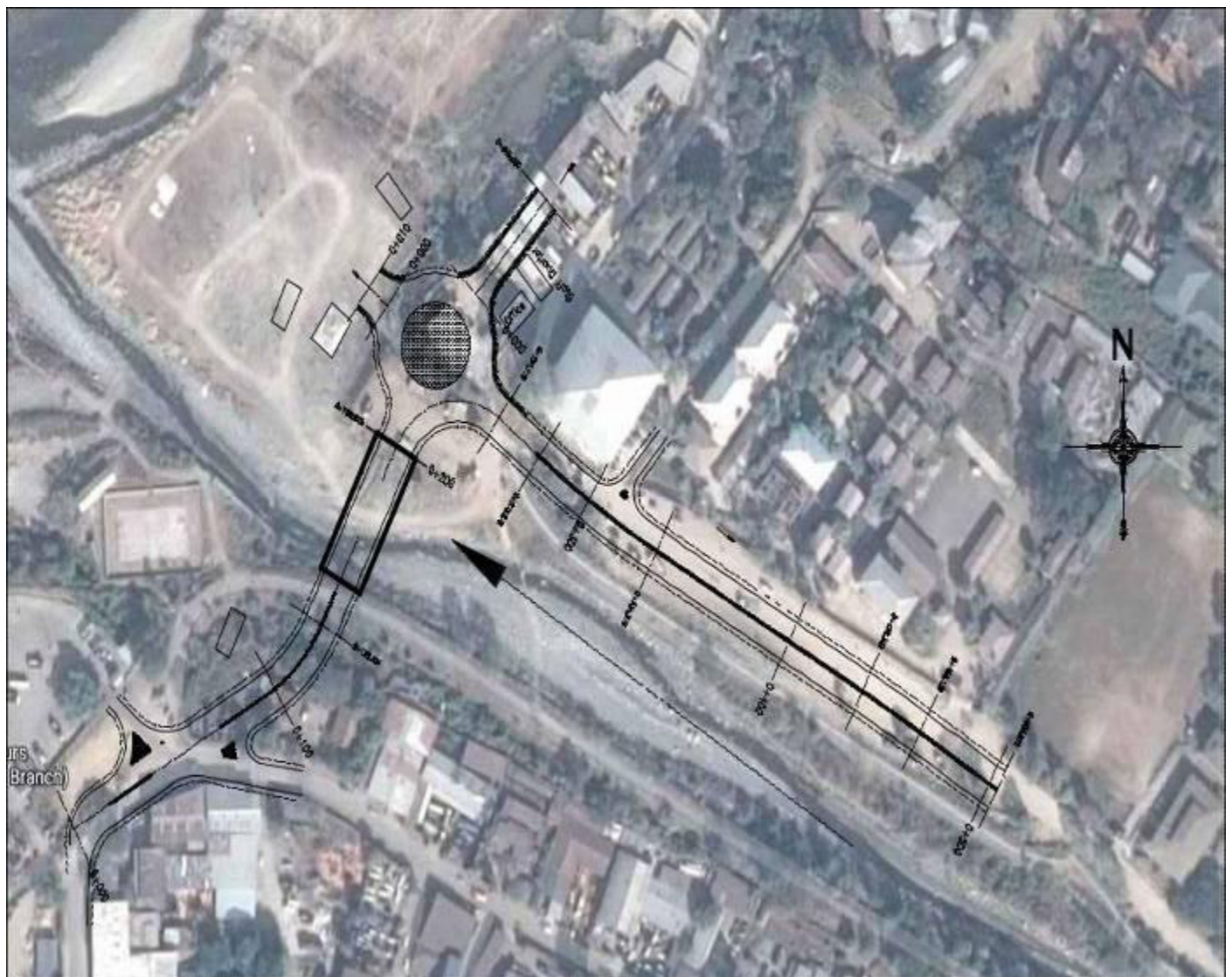
On the recruitment of laborers, the labour sub contractor directly recruits from his home town based on our skill requirement.

This is for your kind information and updates please





15/8/11
Project Manager,
TCPL
Phuentsholing



Annex 15: Google map of 46 meter PC Girder Bridge and Approach Roads (PT)




Annex 16: Contract Work Order (SJT)

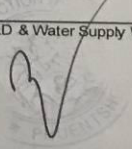
	<p>ཐར་མེད་སྤྱི་ཐོབ་སྡེ་ཁག་གི་སྡེ་ཁག་ THROMDE ADMINISTRATION SAMDRUP JONGKHAR</p>	
SJT/BD/08/2015-2016/55		Date: 18/4/2016
Work Order		
<p>The Thromde Administration Samdrup Jongkhar is pleased to award the work "Construction of 2.5 MLD WTP & Water Supply Works" under Samdrup Jongkhar Thromde to M/s Tundi Construction Pvt Ltd, Nepal and M/s Tacho Construction Pvt Ltd, Bhutan (Tundi-Tacho Joint Venture, Thimphu), bearing License No. RTIO/THP-02(10)/2016/43 and CDB No. NB01 and License No. 1000643 and CDB No. 2001 respectively at your Contract Amount Nu. 89, 575,499.30 (Ngultrum Eight hundred ninety five Lakhs Seventy Five thousand Four Hundred Ninety Nine & Chetram Thirty) only (2 years O & M Cost and Capital Cost) which is 9.71 % above Agency Estimate as corrected and modified in accordance with the Instructions to Bidders.</p> <p>The other conditions are as follows:</p> <ol style="list-style-type: none">1. You should execute the works as per the terms, conditions, specification and clause entered in the contract for the work.2. The time for completion of this work is 18 (eighteen) months as reflected in the contract documents and shall be reckoned from 1st May, 2016.3. You should take over the possession of the site for the layout of the same only with the consent of the Thromde Administration, Samdrup Jongkhar.4. You should post all the key personal at work site starting from the commencement of the work.5. You should deploy all the equipment required for the work site from starting to enable the work to complete on time.		
<p> (Minjur Dorji) Executive Secretary</p>		
<p>Cc to:</p> <ol style="list-style-type: none">1. Dasho Thrompon, Thromde Administration, S/ Jongkhar, for kind information please.2. The Project Director, ADB, DES, MoWHS, Thimphu for kind information3. Mr. Sekhar Bonu, Director, Urban Development and Water Division, Manila.4. The Project Coordinator, PMU, Thimphu5. The Account Officer, SJT for information6. Head, ED, SJT, for information7. The Project Manager, PIU, SJT, for information and necessary follow up8. Concern Site Engineer, Thromde Administration, S/ Jongkhar, for follow up action and for maintaining of record.9. Office copy.		
<p>PABX: +975 7 251616, 251619, 251629 Fax: +975 7 251605 Website: www.sjthromde.gov.bt</p> <p style="font-size: 1.5em; font-family: cursive;">Adm Pl. File Properly</p>		

Annex 17: Safeguard Conditions and Clauses of Contract (SJT)

Section 7: General Conditions of Contract		Single-Stage: One-Envelope	Page 13 of 28
<p>within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision shall be final and binding.</p>			
30.4 The arbitration shall be conducted in accordance with the arbitration procedures published by the institution named and in the place specified in the PCC.			
B. Staff and Labor			
31. Forced Labor	31.1	The Contractor shall not employ forced labor, which consists of any work or service, not voluntarily performed, that is exacted from an individual under threat of force or penalty. This covers any kind of involuntary or compulsory labor, such as indentured labor, bonded labor or similar labor-contracting arrangements.	
32. Child Labor	32.1	The Contractor shall not employ children in a manner that is economically exploitative, or is likely to be hazardous, or to interfere with, the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development. Where national laws have provisions for employment of minors, the Contractor shall follow those laws applicable to the Contractor. Children below the age of 18 years shall not be employed in dangerous work.	
33. Workers' Organizations	33.1	In countries where national law recognizes workers' rights to form and to join workers' organizations of their choosing without interference and to bargain collectively, the Contractor shall comply with national law. Where national law substantially restricts workers' organizations, the Contractor shall enable alternative means for the Contractor's Personnel to express their grievances and protect their rights regarding working conditions and terms of employment. In either case described above, and where national law is silent, the Contractor shall not discourage the Contractor's Personnel from forming or joining workers' organizations of their choosing or from bargaining collectively, and shall not discriminate or retaliate against the Contractor's Personnel who participate, or seek to participate, in such organizations and bargain collectively. The Contractor shall engage with such workers representatives. Worker organizations are expected to fairly represent the workers in the workforce.	
34. Non-Discrimination and Equal Opportunity	34.1	The Contractor shall not make employment decisions on the basis of personal characteristics unrelated to inherent job requirements. The Contractor shall base the employment relationship on the principle of equal opportunity and fair treatment, and shall not discriminate with respect to aspects of the employment relationship, including recruitment and hiring, compensation (including wages and benefits), working conditions and terms of employment, access to training, promotion, termination of employment or retirement, and discipline. In countries where national law provides for non-discrimination in employment, the Contractor shall comply with national law. When national laws are silent on non-discrimination in employment, the Contractor shall meet this Sub-Clause's requirements. Special measures of protection or assistance to remedy past discrimination or selection for a particular job based on the inherent requirements of the job shall not be deemed discrimination.	



SBD for Construction of Water Treatment Plant 2.5 MLD & Water Supply Works under Samdrup Jongkhar






Executive Secretary
Samdrup Jongkhar Thromde

Annex 18: Present status of the Construction Sites (SJT)

PROJECT IMPLEMENTATION UNIT (PROJECT 2816-BHU)	
Progress Report	
Reporting period: August, 2016	
Reporting Officer: Mr. Jigme Dorji (Project Manager, PMU)	
Activities	Progress during the month
Component C : Samdrup Jongkhar Urban Improvement	
Water supply	
<u>Intake tank</u>	Yet to start at site Confirmative survey done Working drawing provided
<u>Raw Water Transmission</u>	Yet to start at site Confirmative survey done Working drawing provided
<u>WTP</u>	Confirmative survey done Design under process. Hydraulic flow diagram is approved with minor conditions. Revision of WTP layout Plan is in progress
<u>CWR</u>	Yet to start at site Confirmative survey done Working drawing provided
<u>Other</u>	Labour Camp & office construction with all the basic amenities are completed. All Site clearing work done. Labour strength at site is 24 numbers. Some earth moving machines are at the site. Project manager & Project Engineer are at site. All the labours are Indian. Few Bhutanese labours are also working.


 HEAD
 Water Supply Section
 Samdrup Jongkhar Thromde

Annex 19: Land Confirmation of the Project sites (SJT)

	<p>ཐོག་མཐུན་ཡིག་ཚང་། བསམ་གཏུག་ཐོག་མཐུན་ཡིག་ཚང་། OFFICE OF THE THROMPON SAMDRUP JONGKHAR THROMDE</p>	
18/SJT/UPDD/ADB/13-14/ 473		25 th September 2014
The Project Director MOWHS Thimphu		
Sub: Submission of Land Conformation report		
Sir,		
The land conformation report of water supply development of Samdrup Jongkhar Thromde by the ADB Project BIU-2816 are as follows:		
<ol style="list-style-type: none">1) Water Treatment Plant at 4.0 km: The proposed site falls within the registered area of municipal pump house (government land) measuring 92,782 sq.ft (plot no.G-56 and G-57) as per the Thromde Thram Records and Survey data.2) Transmission water main pipe layout: The proposed network stretches along the proposed highway as per the LAP and the area is government land.3) Proposed footpath near water intake site: The proposed development falls within the dzongkhag administration boundary and hence needs an approval from the dzongkhag land record sector.4) Water Reservoir Tank: The proposed construction falls within the vacant government land measuring 7840 sq.ft.		
However, the overall development work needs to be consistent with the Structural and LAP of the Thromde.		
Thanking you.		
Yours Sincerely,		
 (Wangda Dorji) Offg. Executive Secretary		
Copy to:		
<ol style="list-style-type: none">1) Dasha Thrompon, SJT for kind information2) Project manager, SJT for information3) Head, UPDD, SJT for information4) Office Copy		
PABX: +975 7 251616, +975 7 251619, +975 7 251629		Fax: - +975 7 251770, +975 7 251305

Annex 20: List of Participants during FGD (SJT)

Focus Group Discussion held at Chenori Date: 21st Nov. 2014

Sl. No.	Name	Age	Gender	Village	Geog	Dungkhag/Dzongkhag	Signature
1	Linzin Chemo	29	Female	Chenori	Chenori	Dewathang	
2	Pancha Dorjha	31	F	Wangala	Nali	Wangala	
3	Samgya Yangmo	29	F	W/S	W/S	Wangala	
4	Tawa Sami	27	F	S/Chola	W/S	S/Chola	
5	Dachan Pabon	26	F	S/Chola	S/Chola	W/S	
6	Sigma Choden	30	F	Drogon	Chenori	Thang	
7	Phurba Lhamo	50	F	W/S	Drogon	S/S	
8	Pema Choden	34	F	W/S	Drogon	Wangala	

Focus Group Discussion held at S/Chola Date: 21st Nov. 2014

Sl. No.	Name	Age	Gender	Village	Geog	Dungkhag/Dzongkhag	Signature
9	Ugyen Dama	40	F	Drogon	Thang	S/S	
10	Samgya Lhamo	42	F	Thang	Chola	Wangala	
11	Ugyen Dorji	54	M	S/Chola	S/Chola	Thang	
12	Kelgang Aschen	29	F	W/S	Wangala	Wangala	
13	Asanka	22	F	W/S	W/S	S/S	
14	Sigma Choden	29	F	Wangala	Thang	Wangala	
15	Pelley Dorji	42	M	Nagpa	Chola	S/Chola	
16	Sigma	34	F	Wangala	Wangala	S/Chola	

Focus Group Discussion held at S/Chola Date: 22 Nov. 2014

Sl. No.	Name	Age	Gender	Village	Geog	Dungkhag/Dzongkhag	Signature
17	Lhakpa Rai	25	M				
18	Songam Choki	22	F				
19	Chenab Wangdi	23	M				
20	Sigma Wangdi	25	M				
21	Dama	32	F				
22							
23							
24							

Annex 21: Google map indicating the construction of the 2.5 MLD WTP

