

TEMPLATE

February 2022

Department of Water Resources Investigations and Development (DWRID), Government of West Bengal

West Bengal Accelerated Development of Minor Irrigation- Phase II (P177876)

[Draft/~~Negotiated~~/~~Updated~~] ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN (ESCP)

February 2023

¹ Once the draft ESCP is disclosed (before appraisal), the version that will be part of the negotiations package can be titled “for negotiations”. Once the ESCP is agreed at negotiations, the reference must be changed to “negotiated” and dated the day of negotiations. If the ESCP is updated during implementation, then indicate it has been “updated” and revise the date. ESCPs should always be dated and properly labelled.

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

[The below paragraphs contain general undertakings about the ESCP that are standard. They are to be used verbatim across all projects. Any adjustment should be minor and drafted in consultation with the project lawyer and LEGEN.]

1. The Government of India will implement² the West Bengal Accelerated Development of Minor Irrigation Project Phase II Project (the Project), with the involvement of the Department of Water Resource Investigation and Development (DWRID), Government of West Bengal, , as set out in the Loan Agreement.³ The International Bank for Reconstruction and Development (the World Bank/Bank)⁴ [, acting as the] [administrator/implementing agency/accredited entity/implementing entity/other] [of] [name the trust fund], has agreed to provide [the original] financing [(P177876)] for the Project, as set out in the referred agreement(s).⁵
2. The Government of India shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the [World Bank/Bank/Association]. The ESCP is a part of the Loan Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreement(s).
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Government of India shall carry out or cause to be carried out, including, as applicable, the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and grievance management. The ESCP also sets out the environmental and social (E&S) instruments that shall be adopted and implemented under the Project, all of which shall be subject to prior consultation and disclosure, consistent with the ESS, and in form and substance, and in a manner acceptable to the World

² You can use this bracketed text in cases where the ESCP is updated during Project implementation or in cases where additional financing is being processed for a Project under implementation and the ESCP will cover both the original loan/credit/grant and the additional financing.

³ Use “Financing Agreement” for IDA financing. Use “Loan Agreement” for IBRD financing. Use “Grant Agreement” for TF financing. Add a reference to “Project Agreement” where there is one. Consult with the Project Lawyer for correct references.

⁴ In case the project is financed by multiple financing sources (e.g. both an IBRD loan or IDA credit/grant and a TF grant), reference should be made to IBRD/IDA in all of these capacities, with a term like “World Bank” or the “Bank” used to refer to all of them collectively.

⁵ In cases of additional financing where two different ESCPs will apply to the original and additional financing, you can replace paragraph 1 with the following:

The [Borrower/Recipient name] (the [Borrower/Recipient]) will implement additional activities under the [name] Project (the Project), with the involvement of the [name of the Project Implementing Entity(ies)/ministries/agencies involved], as set out in the [additional financing] [Loan Agreement] [Financing Agreement] [Grant Agreement] [and the Project Agreement]. The [International Bank for Reconstruction and Development/International Development Association] (the [World Bank/Bank/Association]) [, acting as the] [administrator/implementing agency/accredited entity/implementing entity/other] [of] [name the trust fund], has agreed to provide additional financing for the implementation of the additional activities under the Project, as set out in the referred agreement(s). This ESCP shall apply solely to the additional activities under the Project referred to above, and the ESCP for the original financing of the Project, shall continue to apply to the original activities under the Project.

Bank/Bank/Association]. Once adopted, said E&S instruments may be revised from time to time with prior written agreement by the [World Bank/Bank/Association].

4. As agreed by the World Bank and the [Borrower/Recipient], this ESCP will be revised from time to time if necessary, during Project implementation, to reflect adaptive management of Project changes and unforeseen circumstances or in response to Project performance. In such circumstances, the [Borrower/Recipient] [through] [name of the Project Implementing Entity, ministry or agency] and the [World Bank/Bank/Association] agree to update the ESCP to reflect these changes through an exchange of letters signed between the World Bank and the Government of West Bengal [Principal Secretary,] of Department of Water Resource Investigation and Development (DWRID), Government of West Bengal. The [DWRID, Government of West Bengal] shall promptly disclose the updated ESCP.



MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
MONITORING AND REPORTING			
A	<p>REGULAR REPORTING</p> <p>Prepare and submit to the World Bank regular monitoring reports on the environmental, social, health and safety (ESHS) performance of the Project, including but not limited to the implementation of the ESCP, status of preparation and implementation of E&S instruments required under the ESCP, stakeholder engagement activities, and functioning of the grievance mechanism(s)</p>	<p><i>Quarterly not later than 15 days from end of a calendar quarter</i></p>	<p>SPMU, DWRID Funding from the project budget</p>
B	<p>An independent Environmental and Social Audit at mid-term and End term</p>	<p><i>At the end of third year for mid-term audit and end of fifth year for end term audit (depending on project implementation timeline)</i></p>	<p>SPMU, DWRID</p>
B	<p>INCIDENTS AND ACCIDENTS [notification of incidents and accidents is an important requirement of ESS1].</p> <p>Promptly notify the World Bank of any incident or accident related to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, inter alia, cases of sexual exploitation and abuse (SEA), sexual harassment (SH), and accidents that result in death, serious or multiple injury.. Provide sufficient detail regarding the scope, severity, and possible causes of the incident or accident, indicating immediate measures taken or that are planned to be taken to address it, and any information provided by any contractor and/or supervising firm, as appropriate.</p> <p>Subsequently, at the World Bank’s request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence.</p>	<p>Notify the World Bank no later than 48 hours after learning of the incident or accident.</p> <p>Provide subsequent report to the World Bank within a timeframe acceptable to the World Bank.</p>	<p>SPMU, DWRID</p>
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
1.1	<p>ORGANISATIONAL STRUCTURE</p> <p>Establish and maintain an SPMU and DPMU with qualified staff and resources to support the management of ESHS risks and impacts of the Project Institutional Development Specialist and Environment Specialist, gender social specialist, at SPMU and Environmental Officer and Institutional Development Specialist of DPMU for ESHS management</p>	<p>The Institutional Development Specialist of both SPMU and DPMU are already in place. The environmental Specialist of the SPMU is already in place, The environment specialists at the DPMU level and the Gender specialist at the SPMU level will be hired no later than 60 days from the date of effectiveness and thereafter maintain these positions throughout Project implementation.</p>	<p>SPMU, DWRID</p>
1.2	<p>ENVIRONMENTAL AND SOCIAL INSTRUMENTS [Specify any E&S instruments developed or to be developed under ESS1, such as ESIA, ESMF, ESMPs, etc. See a few examples of actions below.]</p> <p>1. Adopt and implement an Environmental and Social Management Framework (ESMF) for the Project, consistent with the relevant ESSs.</p> <p>2. Subprojects will be screened per ESMF to screen out ecologically sensitive sites, including subprojects that may have significant impacts on natural and critical habitats and legally protected and internationally recognised protected areas, involuntary resettlement or impacts on livelihoods.</p> <p>3. DWRID to adopt and implement the subproject Environmental and Social Impact Assessment (ESIA) including carrying out a hydrological assessment for each of the subprojects and Environmental and Social Management Plan (ESMP as set out in the ESMF. The proposed subprojects described in the exclusion list set out in the ESMF shall be ineligible to receive financing under the Project.</p>	<p>1. Adopt the ESMF prior to appraisal, and thereafter implement the ESMF throughout Project implementation.</p> <p>2. Screening of all sub-projects to be completed at Feasibility stage.</p> <p>3. Adopt the ESMP before launching the bidding process for the respective subproject. Once adopted, implement the respective ESMP throughout Project implementation.</p>	<p>1. SPMU, DWRID</p> <p>2. Support Organisation and DPMU, DWRID</p> <p>3. Support Organisation and DPMU, DWRID</p>
1.3	<p>MANAGEMENT OF CONTRACTORS</p> <p>Incorporate the relevant aspects of the ESCP, including, inter alia, the relevant E&S instruments, the Labor Management Procedures, and code of conduct, into the ESHS specifications of the procurement documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply and cause subcontractors to comply with the ESHS specifications of their respective contracts.</p>	<p><i>Prior to commencement of bidding process</i></p>	<p>DPMU, DWRID</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
1.4	<p>ACTIVITIES SUBJECT TO RETROACTIVE FINANCING</p> <p>Conduct an E&S audit and prepare a corrective action plan if needed for sub projects eligible for retroactive financing.</p>	E&S audit is completed prior to project effectiveness to determine the eligibility as per ESMF provisions. In case of eligible contracts for retroactive financing, E&S audit measures are implemented before submission of retroactive claims.	SPMU, DWRID
1.5	<p>Monitoring & Evaluation Questionnaire: The Monitoring and evaluation questionnaire shall be prepared considering the monitoring indicators specified in the ESMF. However, additional parameters can be considered.</p>	<p><i>ESMF has provided a list of indicators, the Questionnaire must be developed within 90 days from the effectiveness of the loan</i></p> <p><i>The Terms of Reference for the External E&S Audit will be prepared and approved (by The World Bank) by the end of Year 2.</i></p>	SPMU DWRID
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>[Adopt and implement the Labor Management Procedures (LMP) for the Project, including, inter alia, provisions on working conditions, management of workers relationships, occupational health and safety (including personal protective equipment, and emergency preparedness and response), code of conduct (including relating to SEA and SH), forced labor, child labor, grievance arrangements for Project workers, and applicable requirements for contractors, subcontractors, and supervising firms.</p>	Adopt the LMP prior to mobilization, and thereafter implement the LMP throughout Project implementation.	DPMU, DWRID
2.2	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for Project workers, as described in the LMP and consistent with ESS2.</p>	Establish grievance mechanism prior to engaging Project workers and thereafter maintain and operate it throughout Project implementation].	DPMU, SPMU
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>WASTE MANAGEMENT PLAN</p> <p>Adopt and implement a Waste Management Plan (WMP), to manage hazardous and non-hazardous wastes, consistent with ESS3.</p>	Adopt the WMP within 60 days of Project effectiveness, and thereafter implement the WMP throughout Project implementation.	DPMU, SPMU
3.2	<p>RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT</p> <p>Incorporate resource efficiency and pollution prevention and management measures in the ESMP to be prepared under action 1.2 above.</p>	Same timeframe as for the adoption and implementation of the ESMP	DPMU, SPMU

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
3.2	Prepare 'Good Aquaculture Practice' guidelines (incorporating use of organic fish feeds or HACCP certified feeds) in a manner acceptable to the Bank covering training, monitoring, supervision and reporting	<i>Within 60 days of project's effectiveness</i>	SPMU, DWRID
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	SEA and SH RISKS: The sub project specific ESMP will include a stand-alone Gender-Based Violence Action Plan (GBV Action Plan), to assess and manage the risks of gender-based violence (GBV) and sexual exploitation and abuse (SEA).	<i>Before the commencement of bidding process</i>	DPMU
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT – Not Relevant			
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
6.1	BIODIVERSITY RISKS AND IMPACTS Not Relevant		
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
7.1	INDIGENOUS PEOPLES PLAN Tribal Development Framework to be prepared for the project consistent with the requirements of ESS7, in a manner acceptable to the Bank.	<i>Where relevant, sub-project-specific tribal development plans will be prepared along with ESIA and shared with the Bank prior to issuing bid document</i>	SPMU, DWRID
ESS 8: CULTURAL HERITAGE			
8.1	CULTURAL HERITAGE RISKS AND IMPACTS Use the Screening checklist developed based on the exclusion criteria in the ESMF to screen all subprojects to ensure that the sub-projects are not allowed within 100 m of the archaeological structure and within the sacred grove and consistent with ESS8.	Screening should be completed during the Feasibility Stage	SPMU, DWRID
8.2	CHANCE FINDS Describe and implement the chance finds procedures, as part of the ESMP of the Sub-Project.	The chance find procedures in the Sub-project ESMP should be prepared and included in the bidding document and Implement the procedures throughout Project implementation].	SPMU, DWRID
ESS 9: FINANCIAL INTERMEDIARIES [This standard is only relevant for Projects involving Financial Intermediaries (FIs).]			
9.1	No FI are expected to participate in the project		

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN PREPARATION AND IMPLEMENTATION</p> <p>Adopt and implement a Stakeholder Engagement Plan (SEP) for the Project, consistent with ESS10, which shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.</p>	SEP has been prepared and disclosed	SPMU
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p> <p>The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner.</p>	<i>Within 90 days of Project effectiveness</i>	SPMU, DWRID
CAPACITY SUPPORT			
CS1	<p>Training and capacity building plan for relevant stakeholders on ESMF (including TDF), ESMP, Gender Action Plan, GBV and SEA/SH, and Labour Management Procedure at state level, Integrated Pest Management, Integrated Nutrient Management, Good Aquaculture Management Guidelines, and with follow-up monitoring and refresher trainings shall be conducted at identified timeline and provided with appropriate budget.</p>	<i>Within 90 days of effectiveness for first year and January of every calendar year for the respective year.</i>	SPMU, DWRID