

240

No. HIPA-(Trg.) G (SIA- BANT.)-6/2016
Govt. of Himachal Pradesh
H.P. Social Impact Assessment Unit
Fairlawns, Shimla-171012.

Dated: 8-6-2016

From:

The Chairperson,
H.P. Social Impact Assessment Unit,
HIPA, Fairlawns, Shimla-171012

To

M/S Plan Foundation,
Broadway Enclave, Sanjauli,
Shimla, H.P.
(email:info@planfoundation.org)

Subject: Award of Social Impact Assessment of Land at Bantony Castle Up Mohal Kali Bari, Tehsil Shimla (Urban), District Shimla.

Sir,

This has a reference to your letter no. PLAN/SIA/2016 dated 11th April, 2016 vide which the financial offer was submitted in response to the SIAU request for Expression of Financial bid of even no. dated 29/30th March, 2016 on the subject cited above. In this context, the Social Impact Assessment Unit (SIAU) has decided to Award the work of Social Impact Assessment (SIA) of Land at Bantony Castle, Up Mohal, Kali Bari, Tehsil Shimla (Urban), District Shimla to you subject to the terms of reference given below.

1. The proposed land is to be acquired by the Language, Art & Culture Department of the State Govt. with the objective of setting up of Urban Museum for the use of General Public for promotion of Art & Tourism in the State besides conservation and preservation of Heritage properties of the State for posterity and which will also be helpful in creating a larger awareness among the Society.
2. M/S Plan Foundation will carry out the above Social Impact Assessment as per the State Govt. Notification No.LCD-F (5)-2/2001-L dated 1st June, 2016 (copy enclosed) and Social Impact Assessment Unit (SIAU) Communications / Letters of even No. dated 11.3.2016 (Expression of Interest), 29/30.3.2016 (Expression of Financial Bid) and procedure mentioned in the Himachal Pradesh Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules-2015.

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3. The Social Impact Assessment team who will carry out the above Social Impact Assessment will be comprising of at least 8 Experts/Researchers & Investigators (including at least one member of the Social Impact Assessment Team should be woman). A team leader shall be appointed from amongst the Social Impact Assessment Team to liaison with SIAU throughout the assessment period. Accordingly a list of the Social Impact Assessment Team along with their profiles will be handed over to SIAU within 7 days after the award of SIA.
4. A certificate to the effect that there is no conflict of interest involving the team members appointed to assess the concerned project shall be provided by the M/S Plan Foundation to the SIAU within 7 days after the award of SIA . If at any stage, it is found that any team member or any family member of the team member directly or indirectly receives any benefit from the Requiring Body or any other stakeholder in the project, the said member shall be disqualified.
5. The M/S Plan Foundation shall also handover undertakings to the SIAU within 7 days after the award of SIA from all the members of the Social Impact Assessment team that any team member or family member of the team member directly or indirectly shall not receive any benefit from the Requiring Body or any other stakeholder in the project.
6. **Activities** that must be carried out for undertaking Social Impact Assessment (SIA):
 - i) Review of literature including project specific details/history/reports/terms of reference/ similar Social Impact Assessment Reports etc.
 - ii) Preparation of schedules/ questionnaires/ check lists for carrying out Social Impact Assessment
 - iii) Pre-testing of schedules/ questionnaires/ check lists for carrying out Social Impact Assessment (if need be)
 - iv) Undertaking of process of conducting Social Impact Assessment as defined under rule 7 (1) to 7 (8) of the aforesaid Rules.
 - v) Publishing of draft Social Impact Assessment Report and Social Impact Management Plan both in Hindi & English at least 3 weeks before the public hearing.
 - vi) Distribution of draft reports among affected Municipal Offices, District Collector's Office, SDM Office, Tehsildar's Office, Requiring Body etc.
 - vii) Adequate copies of the report and summaries shall be made available on the day of public hearing.
 - viii) Findings of the Social Impact Assessment report shall be shared through assessable displays & visuals on the day of public hearings.
 - ix) Undertaking of process for conducting public hearings as defined under rule 8 of the afore said rules.
 - x) All the proceedings of the public hearings shall be held in Hindi language and video recorded. This recording shall be submitted along with the final Social Impact Assessment Report and Social Impact Management Plan.
 - xi) After the conclusion of public hearing, the Social Impact Assessment Team shall analyze the entire feedback received and information gathered in the public meetings and incorporate the same in along with their analysis, in the revised Social Impact Assessment Report accordingly.

242

- xii) Submission of Social Impact Assessment Report and Social Impact Management Plan as per procedure laid down under rule 9 & 10 of the aforesaid rules.
- xiii) Undertaking of consent process as per rule 16 to 20 of the aforesaid rules.

7. Deliverables and Timelines:

The whole exercise for undertaking Social Impact Assessment has to be completed as per schedule mentioned below:

Sr. No.	Activity	Actual Completion period from the zero date of the issue of award of Social Impact Assessment (SIA).	Deliverables
1.	Review of Literature	5 days	Mention all publications/books & reports consulted.
2.	Preparation of Questionnaires/ Schedules/ Checklist for Data Collection	10 days	Two Set to be provided to SIAU (Soft & Hard Copy)
3.	Data Collection & Field Survey as per process given under rule 7 of the aforesaid Rules.	30 days	Number of Questionnaires/Schedules filled up (category wise)/ Participatory Rural Appraisal (PRA)/Meetings/ consultations held & other details.
4.	Analysis of information collected from field	45 days	Tables to be generated as per FORM-II & FORM-III of aforesaid rules
5.	Report Writing	65 days	Chapterisation as per FORM-II & FORM-III of aforesaid rules
6.	Preparation of sufficient copies of draft report (both Hindi & English) at least 3 weeks in advance from the date of public hearings.	70 days	At least 20 copies (both Hindi & English) (including soft copy.)
7.	Submission sufficient copies of draft report (both Hindi & English) as per the provisions of Act/ Rules	75 days	M.C., SDM, Tehsildar, Collector's Office, Requiring Body, SIAU etc.
8.	Announcement & Publicizing of Notice 3 weeks in advance for conduct of Public Hearings as per procedure mentioned in rule 8 of aforesaid rules.	75 days	SIA team will ensure the process as per rules.
9.	Preparation of Visuals/Posters/ Pamphlets of findings /Summary of SIA report (both Hindi & English) for wide publicity during hearings	90 days	Multiple copies for wider publicity on the day of hearings both Hindi & English
10.	Conduct of Hearings as per the provisions of Act/ Rules	96 days	i) Video recording of proceedings and transcribed accordingly.

242

			ii) Feedback on SIA & SIMP & additional information for incorporation in final report.
11.	Incorporating of findings of Hearings in the Final Report.	100 days	To be ensured by the SC team
12.	Involvement of SIA Team in consent process as per the provisions of the Act/ Rules	Simultaneously along with conduct of SIA	To be ensured by the SIA team.
13.	Submission of Final SIA and SIMP Report as per FORM-II & III (both Hindi & English) along as per the provisions of Act/ Rule along with video recording of hearing and soft copy of the report.	120 days	At least 20 copies of Final Report for distribution amongst MC, SDM, Tehsildar, Distt. Collector, Requiring Body, SIAU etc. The final report shall also be propagated in the form of posters in the affected areas by affixing on in conspicuous places and shall also be uploaded on the website of State Govt.
14.	Submission of clear, concise and accessible SIA & SIMP Report (both Hindi & English) along with soft copy in single document containing all relevant information & analysis for distribution among members of affected families	120 days.	At least 20 copies of the Report
Work completion		120 days	

All material collected / prepared for SIA will be handed over to SIAU

8. The SIAU will pay to M/S Plan Foundation an amount of Rs. 10,00,959/- as per schedule of payment given below on successfully completion and acceptance of the Social Impact Assessment Report.

Sr. No.	Activity/Deliverable	Payment (%age of LOA)
1	On Completion of Activities/ Deliverables Mentioned at Sr. No. 1, 2 & 3.	20%
2	On Completion of Activities/ Deliverables Mentioned at Sr. No. 4, 5, 6 and 7.	30%
3	On Completion of Activities/ Deliverables Mentioned at Sr. No. 8 to 12.	20%
4	On Completion of Activities/ Deliverables Mentioned at Sr. No. 13 & 14 and Report Accepted by the State Govt.	30%

244

- 9. In the event of delay in execution of any of activity or activities/ deliverable or deliverables as specified as above M/s Plan Foundation shall be liable to pay a penalty @ 20% of the value of instalment for every week. In case the delay is more than 2 weeks for any of activity or activities/deliverable or deliverables, the SIAU shall be at liberty to cancel the award.
- 10. The Social Impact Assessment team will continuously remain in touch with the SIAU through the Liaison Officer and will submit progress reports on fortnightly basis to the SIAU.
- 11. The SIAU, Himachal Pradesh reserves the right to withdraw any of the condition or impose any new condition for carrying out the above Social Impact Assessment. If the progress report is not satisfactory according to the above terms of reference, the SIAU may withdraw the Social Impact Assessment and may allot to other Social Impact Assessment Resource Partners/ Practitioners who is next in the panel.
- 12. The other terms of reference will remain the same as communicated to the Social Impact Assessment Resource Partners/ Practitioners at the time of empanelment and / or given in other communications of the SIAU from time to time.
- 13. In case the above conditions for carrying out SIA are acceptable to the M/S Plan Foundation, then the M/S Plan Foundation have to sign the Contract/ Agreement with the SIAU as per Format enclosed and the same has to be submitted to SIAU with in 7 days from the date of award of work of SIA along with all the formalities required to be completed at Sr.3, 4 & 5 also.

(Handwritten signature)
 28/6/2016

(Satish Chand Sharma)
 Deputy Director (Research) SIRD,
 For H.P. Social Impact Assessment Unit,
 HIPA, Fairlawns, Shimla-171012
 Email. sirdhimachal@gmail.com

PC

Encl: as above,

*Received by Hand
 Aditya Singh
 PLAN Foundation*

245

AGREEMENT FOR CARRYING OUT SOCIAL IMPACT ASSESSMENT OF THE LAND AT BANTONY CASTLE UP MOHAL. KALI BARI, TEHSIL, SHIMLA (URBAN), DISTRICT SHIMLA BETWEEN M/S PLAN FOUNDATION, BROADWAY ENCLAVE, SANJAULI, SHIMLA AS SOCIAL IMPACT ASSESSMENT PARTNER/ PRACTITIONER AND SOCIAL IMPACT ASSESSMENT UNIT (SIAU)- H.P. HIPA, FAIRLAWNS, SHIMLA-171012

The agreement is made on this daybetween M/S Plan Foundation Broadway Enclave, Sanjauli, Shimla-H.P.(hereinafter called the 1st party) on the one part and the Social Impact Assessment Unit (SIAU), HIPA, Fairlawn, Shimla-171012 (hereinafter called the 2nd party) on the other part.

WHEREAS the 2nd party has engaged the 1st party and the 1st party has agreed to such engagement to carry out the Social Impact Assessment of the Land at Bantony Castle, Up Mohal, Kali Bari, Tehsil Shimla (Urban), District Shimla on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSETH as follows:

1. The carrying out of Social Impact Assessment of the Land at Bantony Castle Up Mohal Kali Bari, Tehsil Shimla (Urban), District Shimla by M/S Plan Foundation, Broadway Enclave, Sanjauli, Shimla will be regulated as per the conditions of this agreement.
2. The first party will carry out the above Social Impact Assessment as per the State Govt. Notification No..LCD-F (5)-2/2001-L dated 1st June,2016 and Social Impact Assessment Unit (SIAU) Communication / Letter No. HIPA (Trg.)G (SIA)-6/2016 dated 11.3.2016 (Expression of Interest), dated 29/30.3.2016 (Expression of Financial Bid), dated (Award of SIA) and procedure mentioned in the Himachal Pradesh Right to Fair Compensation and Transparency in Land Acquisition, Rehabilitation and Resettlement (Social Impact Assessment and Consent) Rules-2015.
3. The 2nd party has agreed to pay the first party an amount of Rs. 10,00959/- as per schedule of payment mentioned in the Letter No. HIPA-(Trg.) G (SIA- BANT.)-6/2016 dated (at condition No.8) for successfully completion and acceptance of the Social Impact Assessment Report .
4. In the event of delay in execution of any of activity or activities/ deliverable or deliverables as specified in the Letter No. HIPA-(Trg.) G (SIA- BANT.)-6/2016 dated (at condition no. 9), the first party shall be liable to pay a penalty @ 20% of the value of instalment for every week. In case the delay is more than 2 weeks for any of activity or activities/deliverable or deliverables, the 2nd party shall be at liberty to cancel the award.
5. A list of the members of the Social Impact Assessment team comprising of at least 8 Experts/ Researchers & Investigators who will carry out the Social Impact Assessment will be provided by the first party to the 2nd party along with their profiles. At least one member of the Social Impact Assessment Team should be woman.

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246

6. A team leader shall be appointed by the first party from amongst the Social Impact Assessment Team to liaison with SIAU throughout the assessment period.
7. A certificate to the effect that there is no conflict of interest involving the team members appointed to assess the concerned project shall be provided by the first party to the 2nd party. If at any stage, it is found that any team member or any family member of the team member directly or indirectly receives any benefit from the Requiring Body or any other stakeholder in the project, the said member shall be disqualified.
8. First party shall also handover undertakings to the 2nd party from all the members of the Social Impact Assessment team that any team member or family member of the team member directly or indirectly shall not receive any benefit from the Requiring Body or any other stakeholder in the project.
9. The first party will always remain in touch with the 2nd party through the Liaison Officer and will submit progress reports on fortnightly basis to the 2nd party
10. The 2nd party reserves the right to withdraw any of the condition or impose any new condition for carrying out the above Social Impact Assessment. If the progress report is not satisfactory according to the above terms of reference, the 2nd party may withdraw the Social Impact Assessment and may allot to other Social Impact Assessment Resource Partners/ Practitioners who is next in the panel.
11. The 2nd party may also reserve the right to get the first party black listed in the event of non-performance / completion of SIA as per the terms of reference of this agreement.

12. Arbitration :

- a) The first party and the 2nd party shall make every effort to resolve amicably through direct negotiation any disagreement or dispute arising between them under or in connection with the award of SIA.
- b) All disputes, differences, claims and demands arising under the award of SIA shall be referred to the Additional Chief Secretary (Revenue) to the Govt. of Himachal Pradesh, and final decision on the same shall be binding on both the parties

13. All legal disputes are subject to the jurisdiction of Shimla courts only.

14. The other terms of reference will remain the same as communicated to the Social Impact Assessment Resource Partners/ Practitioners at the time of empanelment and / or given in other communications of the SIAU.

and

247

Signed by:-
1st party

In the presence of
(Full name and address)

1. _____ 2. _____

Signed by:-

2nd party (with seal) (Satish Chand Sharma)
Deputy Director (Research) SIRD,
For H.P. Social Impact Assessment Unit,
HIPA, Fairlawns, Shimla-171012

In the presence of
(Full name and address)

1. _____ 2. _____

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