

Resettlement Plan (Addendum)

Project Number: 48402-002
November 2016

PAK: National Motorway M-4 Gojra–Shorkot– Khanewal Section Project – Additional Financing

Prepared by National Highway Authority of Ministry of Communications for the Asian Development Bank. This is an addendum to the draft originally posted in January 2016 available on <https://www.adb.org/projects/documents/pak-national-motorway-m4-gojra-shorkot-section-af-section-3-shorkot-khanewal-rp>.

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National Motorway M-4 Gojra-Shorkot-Khenewal Project.

Addendum to the Land Acquisition and Resettlement Plan of M-4 Shorkot-Khenewal Section

November 2016

Prepared and Issued by:

PMU M-4, National Highway Authority (NHA).

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Addendum and LARP for M-4 Gojra-Shokot Section-III.

1 Background

1. The National Highway Authority (NHA) is implementing National Motorway M-4 Shorkot-Khenewal Section (Additional Finance Project) with assistance of ADB under Loan 3395. It is a category "A" project for IR requirements for which a Land Acquisition and Resettlement Plan was approved by ADB in January 2016. The LARP implementation progressed satisfactorily and EMA in its report confirmed acquisition of carriageway land.

2. Execution of project works is staggered under two contract packages i.e contract package IIIA (RD 119+200 to 150+200) 31 km length and Contract Package IIIB (RD 150+200 to RD 184+250) 34 Km length. In contract Package III A, the China Gajuba has joint venture with GRC (local contractor) with contract cost equity of 70 and 30 percent respectively. Based on the financial equity ratio the GRC will work from RD 143+600 to RD 150+200 in a reach of about 7 km which include construction of two main bridges one at River Ravi and other at Sidhnai Canal.

3. Contractor is under mobilization and doing preparatory works and construction of camp site at RD 142+800. The SSEMP for camp site highlighted that in entire reach due to scattered settlements there is no space available that fits with the conditions laid down EIA and requested ADB for consideration (fig-1 below). Keeping in view the ground realities ADB's environment and safeguards team suggested to consider temporary relocation of 4 identified households beyond 300 meters from the batching plant by providing them the entitlements as of LARP including rental assistance, vulnerability allowance (based on socio-economic profile) and other relocation costs.

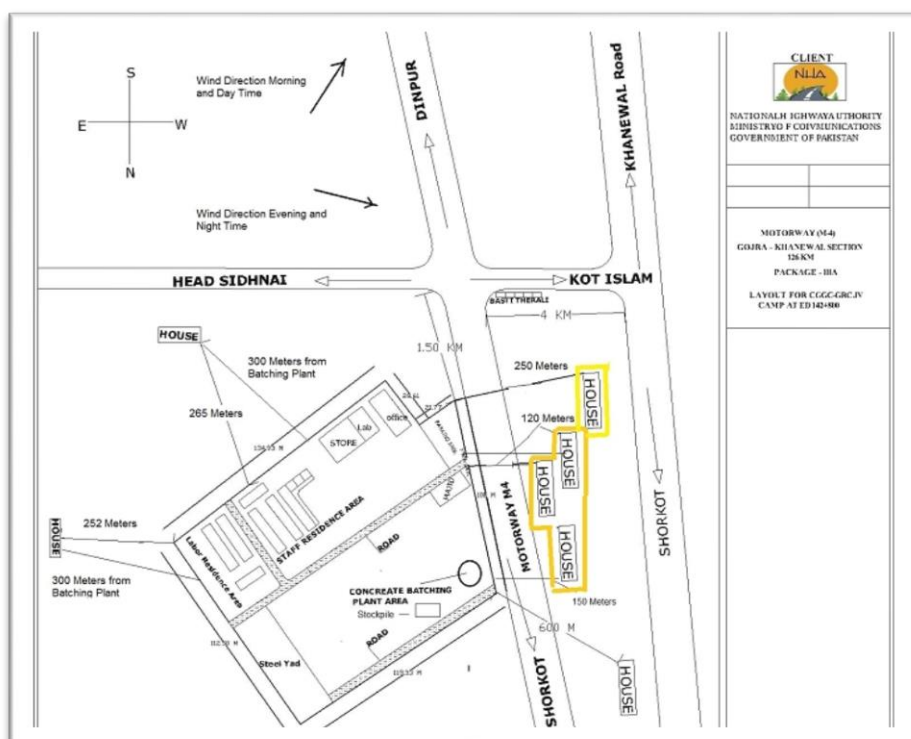


Fig-1 Lay out plan of camp site showing affected households to be dislocated temporarily.

4. Keeping in view ADB's advice, site was visited and quick assessment of impacts was

conducted. Socio-economic profile of affected households and consultations with stakeholders including contractor and DP households were conducted for arriving a consensus and agreement accordingly with its financial impact and timelines for temporary relocation of the displaced households. The sections below provide a brief description on impacts, socio-economic profile, consultations, temporary relocation costs and timelines.

2 Description of Impacts:

5. The camp site is located on the left side of acquired ROW at RD 142+800 rented by the contractor. The 4 affected households are located on the right side at a distance of less than 300 meters from the batching plant. Although the affected structures are beyond the acquired ROW, the distance between structures and the camp site particularly the batching plant is less than the standard. All identified structures are residential structures constructed on the agricultural land of the households. Out of the 4 identified households, 3 have self-owned structure at their land while one is occupying the structure as sharecropper of the land. All households use hand pumps for their drinking water which will remain intact and in used while the AH will be working on farms during day hours. One household owns two water pumps and intends to shift one to its new place for their needs so he will be provided compensation for shifting of drinking water source as per entitlements.

6. The structure detail for each household is provided in table below.

Table: 1__Description of displaced household and affected structures.

RD	Name of DP	Village	Tehsil	District	Type of Structure	Type of construction	No. of Rooms	Remarks
142+600	Mr. M. Ramzan	Taraili	Kabir Wala	Khanewal	Residential	Semi-pacca	5	w/o electricity connection
142+700	Mr. Habib Ur Rehman	Tarailli	Kabir Wala	Khanewal	Residential	Semi-pacca	4	w/o electricity connection
142+800	Mr. M. Qutab Din	Taraili	Kabir Wala	Khanewal	Residential	Pacca	8	with electricity connections
142+900	Mr. Ghulam Muhammad	Taraili	Kabir Wala	Khanewal	Residential	Pacca	3	w/o electricity connection

3 Socio-economic Profile

7. All the affected households live as joint family system, with agriculture as their primary source of income. Out of 4 households, two have land parcels above 8 acres at the site, while the other two are small land owners having 2.5 and 1 acre land respectively at the site. The displaced households have income sources other than agriculture. During the consultations it was observed that some adult male members of the displaced households work as skilled and unskilled labour in other areas. Only one household has income below the established per capita income for poor households provided in the LARP¹ and was determined eligible to receive an additional vulnerable household assistance. The table below summarizes the socio-economic status of the displaced households.

Table: 2__Socio-economic profile of displaced household

¹ The OPL determined as of LARP for M-4 Shorkot-Khanewal Section is monthly income below Rs 13000 per month per household which is equal to Rs. 1857 and as per socio-economic analysis only one households fall in this category.

Name of DP	Family Members (Nos.)	Occupation	Household Income (Rs./ Month)	Income/ Capita (Rs./ month)	Remarks
Mr. M. Ramzan	28	Labour & Farming	30,000	1,071	DH is vulnerable, as DH falls below poverty line
Mr. Habib Ur Rehman	10	Farming & Labour	20,850	2,085	-
Mr. M. Qutab Din	26	Farming	66,330	2,551	-
Mr. Ghulam Muhammad	14	Farming & Labour	35,833	2,560	-

4 Consultation

8. During field visit a series of sessions were held with the stakeholder including contractor and displaced households to arrive a consensus on the arrangements for their temporary dislocation. The temporary dislocation was explained to the stakeholders including entitlements proposed in the LARP and expected period of dislocation. It was clarified to the DPs that the temporary relocation will be for a period of construction time which is about 20 months from the day construction activity starts. Different relocation options discussed included payment of rental assistance for their shifting to their places of choice or construction of temporary structures at a safer distance with number of rooms required to meet minimum shade and shelter requirements for Displaced Households. Three households opted for cash assistance as rental support and one household opted to be provided with new rooms (5 number) on his land available at a distance of about 300-400 meters from the camp site/batching plant. The list of persons met and consulted is attached as Annex A. Table 3 below provides a brief on consultations including concerns raised by the DPs and the explanations provided.

Table: 3__Consultation Summary.

#	Concerns raised	Response/explanation
1	For how much time this dislocation will be?	The construction time for the project is for 20 months and accordingly the dislocation can be up-till that period.
2	What will be the mechanism for payment of rental assistance and how much time will be allowed to dislocate?	The entire compensation cost including rental assistance and other entitled allowances as per LARP will be lump sum for the agreed period and about 15 days time after payment of the cost will be given to the DPs for relocating.
3	Will the DPs be allowed to use existing structures while working at the farm?	The DPs can retain use of structure to store the farm appliances and inputs and will have right to use when they are working at agricultural farm however these structures could not be used for living purpose.
	In case of construction of new rooms at alternate place what will be the arrangement?	If DPs have suitable land piece at fair distance (more than 300 meter from the batching plant) construction of some rooms required to meet their minimum requirement can be considered and the contractor will construct agreed number of rooms and shall also provide relocation assistance as per LARP provisions. And after completion of project works the DPs will retain new structure as their property.
	Will the willing members of the affected households be provided jobs on the project?	The contractor explained to the DPs that he will consider on priority to provide job to at least one of the willing member of the displaced

	household as per his ability and skill.
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9. After the consultation, three households agreed to get cash assistance for temporary relocation from their houses to a place of their choice and one household agreed to the construction of 5 rooms at a distance of about 300-400 meters from their current residence. The agreements for temporary dislocation were signed with the stakeholders with following entitlements and cost implications are in Annex 2 (agreements) and Annex-3 (DP wise compensation matrix).

5 Entitlement Provision for temporary dislocation

10. The ADB cleared-LARP provides entitlement provisions for the affected residential structures including additional assistance to vulnerable households. For the purpose of temporary relocation same entitlements were taken as bases. However, for estimation of the cost implication it was ensured that the provided assistance for different allowances should not fall below the provisions in the approved in LARP. The entitlements are provided in table 4 below.

Table: 4__Entitlement provisions

# DH	Agreed relocation	Entitlements
3	Relocation assistance in cash	<ul style="list-style-type: none"> • Rental assistance @ 5000 per month for a period 20 months. • Assistance for transportation of household the assets @ Rs 10000/ • Livelihood assistance for a temporary period of 3 months @ Rs 40000/ • Assistance to vulnerable household @ Rs 40000/ • Assistance to shift hand pump (if applicable) @ 10000/
1	Relocation by providing 5 rooms in alternate land owned by the DP.	<ul style="list-style-type: none"> • Construction of 5 rooms with one lavatory and boundary wall as agreed by the contractor. • Provisions of electricity shifting charges @ 40000/- for one time only. • Support to shift households assets of cash assistance for transportation @ Rs 10000/

6 Cost estimation and provision of funds:

11. Based on the entitlement provisions proposed above, the relocation cost for 4 displaced households is worked out. All costs will be borne by the contractor and it will be ensured that the compensations are paid before physical dislocation of the AHs. The compensation will be paid as lump sum including all entitled provisions as per agreement between contractor and each entitled household. Compensation entitlement and cost for the 4 for AHs is shown in Table 6.

Table 6: __Cost estimation

#	Item	Qty	Rate	Cost
1	Rental assistance	3x20 =60	5000/	300000.
2	Livelihood assistance	3x1=3	40000/	120000
3	Vulnerability allowance	1x1=1	40000/	40000
4	Transportation	4x1	10000/	40000
5	Assistance for hand pump shifting	1x1	10000/	10000
6	Assistance for electricity shifting	1x1	40000	40000/
6	Construction of rooms	5	Nil	On actual bases by contractor.
Total		-	-	550000

7 Implementation and monitoring time lines:

12. During the consultation, it was agreed that the affected households will be given 15 days after receiving the cash for the temporary relocation assistance. For the household requiring the construction of 5 rooms at an alternate land, the contractor will immediately start the construction of the temporary house at the identified land after signing the agreement and it will ensure that the DP can move to the new building not later than 20 December 2016.

13. The day to day implementation progress of the addendum to LARP will be monitored by the SSMC and its implementation progress will be reported in the forthcoming IMR covering the period until December 2016. The table below provides the implementation and monitoring schedule for the LARP addendum.

Table: 7__Implementation Schedule:

#	Activity	Time line	Responsibility
1	Signing of formal agreements with DPs	01 December	Contractor/DP
2	Payment of compensation cost or start of construction of new rooms for one household as per agreement	05 December	Contractor
3	Moving out of the affected households from their houses	20 December	DP/Contractor
4	Confirmation of assistance provided and temporary relocation progress to ADB.	25 December	PMU
5	Submission of LARP internal monitoring report including the LARP addendum up to the period 31 December 2016.	10 January	SSMC/PMU.

Annex-1 List of persons met and consulted.

Attendance of Field Visit

Sr.No	Name	Village/Department	Contact No.
1.	Habib-Ur-Rahman S/O Pahlwan(Interviewee)	Mouza Taraili	0343-7353015
2.	Muhmmad Ilyas S/O Pahlwan	Mouza Taraili	-
3.	Shoukat Ali S/O Ahmad Yar	Mouza Taraili	-
4.	Allah Ditta S/O Manzoor Hussain	Mouza Taraili	-
5.	Ghulam Muhammad S/O Allah Ditta	Mouza Taraili	-
6.	Liaquat Ali S/O Muhammad Ramzan(Interviewee)	Mouza Taraili	0343-7322972
7.	Shahnaz Bibi W/O Muhammad Hussain	Mouza Taraili	0343-6913733
8.	Imam Bukhari S/O Muhammad Ramzan	Mouza Taraili	-
9.	Muhammad Iqbal S/O Ghulam Muhammad(Interviewee)	Mouza Taraili	0347-7725917
10.	Muhammad Amin	Construction Manager GRC	0347-3882200
11.	Kifayat Ullah	Environment Specialist	0346-9183490
12.	Nazir Ahmad	DPD,NHA	0321-6889992
13.	Khalid Mahmood	Project Manager GRC	0345-7008888
14.	Qayyem Awan	Resettlement Specialist	-
15.	Muhammad Imran Sadiq	Assistant Director, NHA	-
16.	Zaffar Hayat Luk	Project Director(SEC-III A)NHA	-

Pictorial Presentation



Plate 1: A view of Camp site at M-4 RD 143+600 Taraili Village



Plate 2: Consultations with GRC Rep. Construction Camp at M-4 RD 143+600 Taraili Village



Plate 3: A view of Mr. Habib ur Rehman's House at M-4 RD 142+800, Taraili Village.



Plate 4: Consultation with DP Mr. Habib ur Rehman at M-4 RD 142+800, Taraili Village.



Plate 5: Consultation with M. Ramzan at M-4 RD 142+800, Taraili Village.



Plate 6: A view of Ramzan's house at M-4 RD 142+800, Taraili Village.

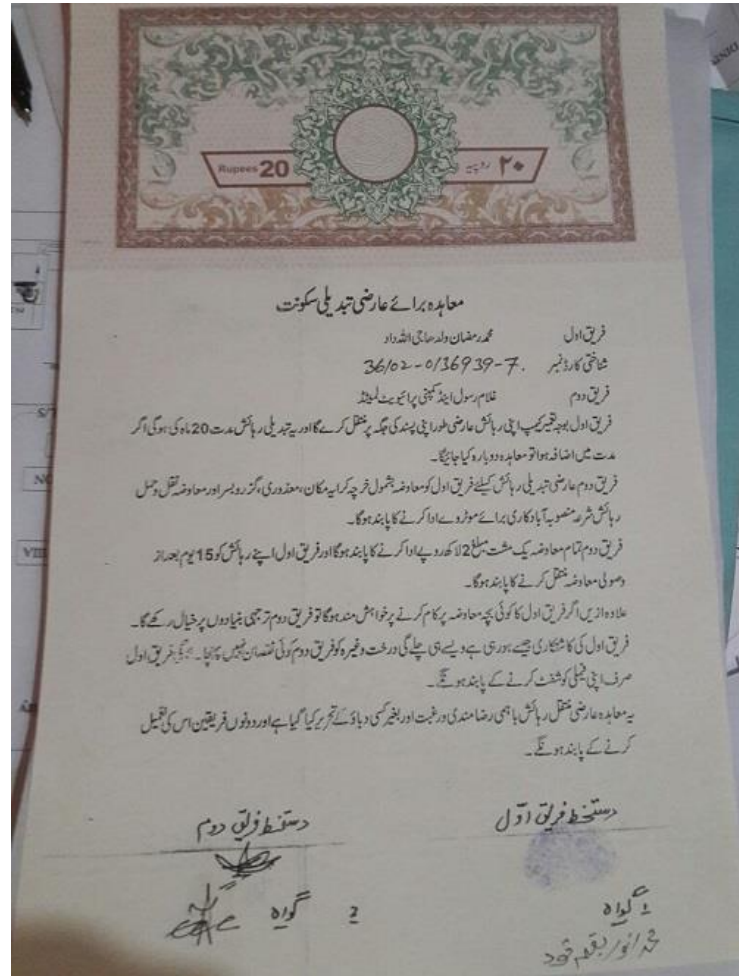


Plate 7: A view of Mr. Akram House at M-4 RD 142+800, Taraili Village.



Plate 8: A view of Discussion with Mr. Akram Family at M-4 RD 142+800, Taraili Village.

Annex-2: Agreements signed with community for temporary dislocation.



Agreement for temporary dislocation.

Party 1: Muhammad Ramzan S/o Haji Allah Dad
CNIC No 36102-0136939-7

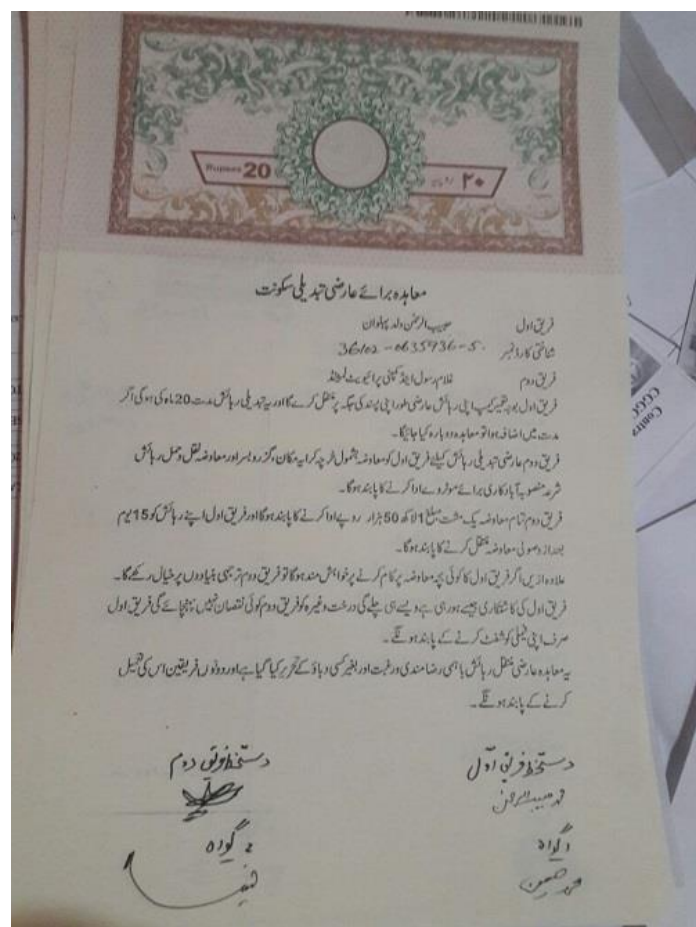
Party 2: Ghulam Rasool and Company (pvt) limited.

- The party 1 due to construction of camp is required to temporarily shift its residence for a period of 20 month which if increases the agreement will be signed again.
- Party 2 shall pay compensation including rental assistance, vulnerability, livelihood and transportation allowances as per Resettlement Plan for M-4.
- Party 2 will pay Rs 2 Lac as lump sum to the party 1 and the party 1 will shift within 15 days.
- If any adult child of party 1 which to work on project, the party 2 will provide work opportunity on priority basis.
- The party 1 will continue his cultivation and party 2 will abstain to put any loss to trees and other assets while the party 1 will shift his family.
- This agreement for temporary relocation is signed with mutual understanding and without any coercion and both parties will be bound to implement it.

Signed.
Party 2.

Signed.
Party 1.

Annex-2: Agreements signed with community for temporary dislocation.



Agreement for temporary dislocation.

Party 1: Muhammad Habib-ur-Rehamn S/o Pehlwan
CNIC No 36102-0635936-5

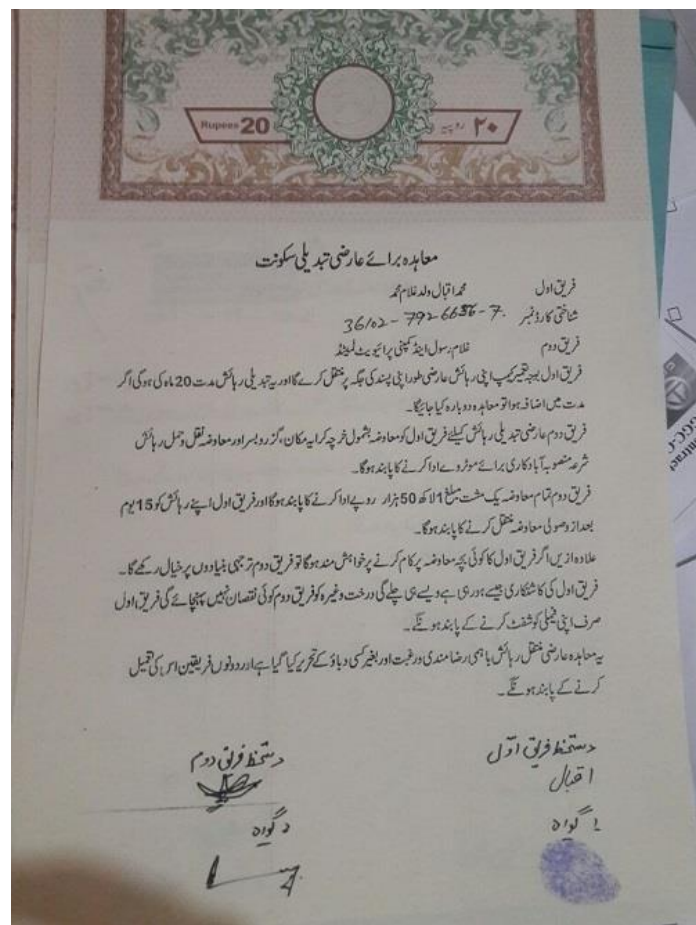
Party 2: Ghulam Rasool and Company (pvt) limited.

- The party 1 due to construction of camp is required to temporarily shift its residence to a place of his choice for a period of 20 month which if increases the agreement will be signed again.
- Party 2 shall pay compensation including rental assistance, livelihood and transportation allowances as per Resettlement Plan for M-4.
- Party 2 will pay Rs 1.5 Lac as lump sum to the party 1 and the party 1 will shift within 15 days.
- If any adult child of party 1 which to work on project, the party 2 will provide work opportunity on priority basis.
- The party 1 will continue his cultivation and party 2 will abstain to put any loss to trees and other assets while the party 1 will shift his family.
- This agreement for temporary relocation is signed with mutual understanding and without any coercion and both parties will be bound to implement it.

Signed.
Party 2.

Signed.
Party 1.

Annex-2: Agreements signed with community for temporary dislocation



Agreement for temporary dislocation.

Party 1: Muhammad Iqbal S/o Ghulam Muhammad
CNIC No 36102-7926656-9

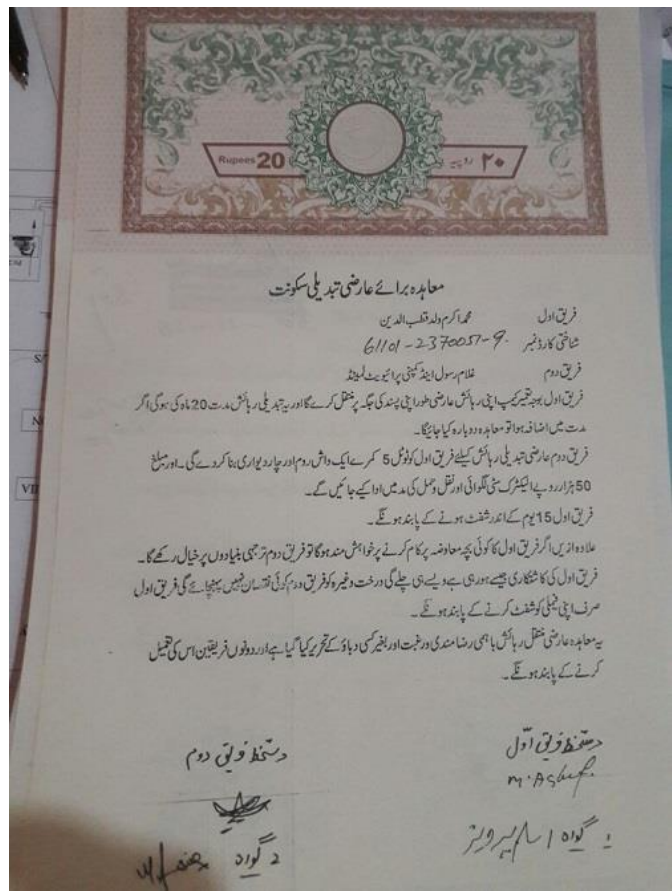
Party 2: Ghulam Rasool and Company (pvt) limited.

- The party 1 due to construction of camp is required to temporarily shift its residence for a period of 20 month which if increases the agreement will be signed again.
- Party 2 shall pay compensation including rental assistance, livelihood and transportation allowances as per Resettlement Plan for M-4.
- Party 2 will pay Rs 1.5 Lac as lump sum to the party 1 and the party 1 will shift within 15 days.
- If any adult child of party 1 which to work on project, the party 2 will provide work opportunity on priority basis.
- The party 1 will continue his cultivation and party 2 will abstain to put any loss to trees and other assets while the party 1 will shift his family.
- This agreement for temporary relocation is signed with mutual understanding and without any coercion and both parties will be bound to implement it.

Signed.
Party 2.

Signed.
Party 1.

Annex-2: Agreements signed with community for temporary dislocation.

	<p>Agreement for temporary dislocation.</p> <p>Party 1: Muhammad Akram S/o Qutab Din CNIC No 61101-2370051-9</p> <p>Party 2: Ghulam Rasool and Company (pvt) limited.</p> <ul style="list-style-type: none"> • The party 1 due to construction of camp is required to temporarily shift its residence for a period of 20 month which if increases the agreement will be signed again. • Party 2 shall construct 5 rooms, 1 wash room and boundary wall and pay Rs fifty thousand as compensation for electricity shifting and transportation cost. • Party 1 will shift within 15 days. • If any adult child of party 1 which to work on project, the party 2 will provide work opportunity on priority basis. • The party 1 will continue his cultivation and party 2 will abstain to put any loss to trees and other assets while the party 1 will shift his family. • This agreement for temporary relocation is signed with mutual understanding and without any coercion and both parties will be bound to implement it. <p>Signed. Party 2.</p> <p>Signed. Party 1.</p>
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Annex-3 Compensation cost matrix for displaced households:

#	Name of DP	Impact	Shifting option	Period	Compensation Cost					Electricity	Total
					Rental assistance	Livelihood assistance	Shifting cost	Hand pump	Vulnerability		
1	Muhammad Ramzan S/o Haji Allah Dad	Temporary Dislocation	Rental	20	100000	40000	10000	10000	40000	-	200000/
2	Muhammad Habib-ur Rehman S/o Pehlwan	Temporary Dislocation	Rental	20	100000	40000	10000	-	-	-	150000/
3	Muhammad Iqbal S/o Ghulam	Temporary Dislocation	Rental	20	100000	40000	10000	-	-	-	150000/
4	Muhammad Akram S/o Qutab Din	Temporary Dislocation	Alternate Rooms ²	20	Rooms built by Contractor	-	10000	-	-	40,000	50000/
Total Cost											550000/

² The contractor will built agreed number of alternate rooms in the land owned by the DP