

# Royal Government of Bhutan

**Ministry of Infrastructure and Transport (MoIT)  
and  
Government Technology Agency (GovTech)**

**ENVIRONMENTAL and SOCIAL COMMITMENT PLAN  
(ESCP)**

**Project Preparation Advance (PPA)**

**Draft**

**Bhutan: Accelerating Trade and Transport in  
Eastern South Asia (ACCESS) Project (P181278)**

**October 25, 2023**

## ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Royal Government of Bhutan (Recipient) is planning to implement the proposed Bhutan: Accelerating Trade and Transport in Eastern South Asia (ACCESS) Project (the **Project**) with the involvement of the Ministry of Infrastructure and Transport (MoIT) and Government Technology Agency (GovTech) for which it has requested a Project Preparation Advance (PPA), as set out in the PPA Agreement. The International Development Association (IDA) (hereinafter the Association) has agreed to provide the PPA to finance activities (the Activities) related to the preparation of the Project, as set out in the referred agreement.
2. The Recipient shall ensure that the Activities are 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 Association. The ESCP forms a part of the PPA Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the referred agreement.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Recipient 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 under the Activities, all of which shall be subject to prior consultation and disclosure, consistent with the ESSs, and in form and substance, and in a manner acceptable to the Association.
4. As agreed by the Association and the Recipient, this ESCP will be revised from time to time if necessary, during the implementation of the Activities, to reflect adaptive management of changes and unforeseen circumstances related to the Activities or in response to assessment of performance of the Activities. In such circumstances, the Recipient, through the MoF, and the Association will agree to update the ESCP to reflect these changes through an exchange of letters signed between the Association and the Recipient, through the MoF. The Recipient, through MoF, shall promptly disclose the updated ESCP.

| MATERIAL MEASURES AND ACTIONS   |  | TIMEFRAME  | RESPONSIBLE ENTITY   |
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| <b>MONITORING AND REPORTING</b> |  |  |  |
| A                               | <p><b>REGULAR REPORTING</b></p> <p>Prepare and submit to the Association monitoring reports on the environmental, social, health and safety (ESHS) performance of the Activities, including but not limited to the implementation of the ESCP, status of E&amp;S instruments under preparation, stakeholder engagement activities, log and status of any complaints received.</p>  | <p><i>Submit quarterly reports to the Association during the implementation of the Activities commencing after the Effective Date. Submit each report to the Association no later than 15 (fifteen) working days after the end of each reporting period.</i></p> | <p>MolT, GovTech (MolT will be the lead agency in consolidating reporting)</p> |
| B                               | <p><b>INCIDENTS AND ACCIDENTS</b></p> <p>Promptly notify the Association of any incident or accident related to the Activities which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or project 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 Association's request, prepare a report on the incident or accident and propose any measures to address it and prevent its recurrence.</p> | <p><i>Notify the Association no later than 48 hours after learning of the incident or accident.</i></p> <p><i>Provide subsequent report to the Association within a timeframe acceptable to the Association.</i></p>   | <p>MolT, GovTech</p>   |

| ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS |  |   |               |
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| 1.1  | <p><b>ORGANIZATIONAL STRUCTURE</b></p> <p>Appoint an environmental and social focal point to support the management of E&amp;S risks associated with the Activities.</p>   | <p><i>Assign no later than 30 days of Agreement effectiveness and maintained throughout the implementation of the Activities.</i></p>           | MoIT          |
| 1.2  | <p><b>TECHNICAL ASSISTANCE</b></p> <p>Ensure that the consultancies (including feasibility studies), capacity building, training, and any other technical assistance activities under the Activities, including the following, inter alia, are carried out in accordance with terms of reference acceptable to the Association, that are consistent with the ESSs (1-10).</p> <ul style="list-style-type: none"> <li>preparation of the Environmental and Social Management Framework (ESMF) Resettlement Policy Framework (RPF) , Labour Management Procedures (LMP) and Stakeholder Engagement Plan (SEP) for the ACCESS Project for low-moderate risk sub-projects overall,</li> <li>initiate (i) the stakeholder and expert discussion to define the Valued Environmental and Social Component (VECs such as Asian Elephants / wildlife human conflict) that are likely to be affected beyond the Direct Area of Impact (DIA) of the two-well defined projects namely the Gelephu-Tareythang Road Link and the Boxcut Bypass Road, and (ii) assess their current state / baseline condition. These VECs and assessment of selected VECs baseline condition will be fundamental for the development of the Cumulative Impacts Assessment (CIA) to be performed at a later time. This task can be incorporated within project-specific ESIA</li> </ul> | <p><i>Throughout implementation of the Activities</i></p> <p><i>Four months before the Board</i></p> <p><i>Four months before the Board</i></p> | MoIT, GovTech |

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|   | <p>ToRs and performed by the same consultants if that facilitates procurement process.</p> <ul style="list-style-type: none"> <li>• preparation of Environmental and Social Impact Assessments (ESIAs) for (i) Gelephu-Tareythang Road Link and (ii) Boxcut Bypass Road. The ESMPs of these two ESIAs shall capitalize on information gathered in the previous task and include key measures to mitigate these two subprojects' respective contributions to potential cumulative impacts over the selected VECs (e.g. Asia Elephants, their habitat /movement/threats; northern corridor connectivity; forest cover, land use, etc).</li> <li>• preparation of Resettlement Action Plans (RAP) for (i) Boxcut Bypass Road and (ii) Gelephu-Tareythang Road Link.</li> <li>• Skills/capacity gap assessment including assessment of grievance redress mechanisms (GRMs), both internal and external, and</li> <li>• preparation of other relevant studies (technical preparations for Digital Systems Trade, Green and Resilient Infrastructure, and Institutional and Policy Strengthening for Transport and Trade).</li> </ul> <p>Thereafter ensure that the outputs of such activities comply with the terms of references (ToRs).</p> | <p><i>Four months before the Board</i></p> <p><i>Before initiation of bidding process</i></p> <p><i>Before the Board</i></p> <p><i>Before Effectiveness</i></p> |                      |
| <p><b>ESS 2: LABOR AND WORKING CONDITIONS</b></p> |  |   |                      |
| <p>2.1</p>  | <p><b>LABOR MANAGEMENT PROCEDURES</b></p> <p>Ensure that the following measures are carried out consistent with ESS 2:</p> <p>a) Provide workers with information and documentation that is clear and understandable regarding their terms and conditions</p>  | <p><i>Carry out the measures throughout the implementation of the Activities.</i></p>   | <p>MolT, GovTech</p> |

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|                       | <p>of employment through written contracts setting out their rights, including, inter alia, rights related to hours of work, wages, overtime, compensation and benefits, as well as written notice of termination of employment, and details of severance payments, as applicable.</p> <p>b) Implement occupational health and safety (including personal protective equipment, and emergency preparedness and response) measures, taking into account the General Environmental, Health and Safety Guidelines (EHSGs), and other relevant Good International Industry Practice (GIIP) and, as appropriate, the industry specific EHSGs and other Good International Industry Practice (GIIP).</p> <p>c) Implement measures, as applicable, to, inter alia: (i) prevent the use of all forms of forced labor and child labor; (ii) enable workers to benefit from, inter alia, access to grievance and redress mechanisms without fear of retaliation; and effective freedom to form and join workers organizations or alternative mechanisms for expressing their concerns and protect their rights related to labor and working conditions.</p> <p>d) Develop a code of conduct for workers, which shall include measures to prevent and respond to SEA and SH cases. and</p> <p>e) Incorporate the relevant requirements above in the ESHS specifications of the procurement documents and contracts with third parties that engage workers in the implementation of the Activities.</p> |  |                      |
| <b>ESS 3 to ESS 9</b> |   |  |                      |
| 3.1                   | <p>Relevant aspects of these standards shall be considered in the technical assistance activities under action 1.2. above, as relevant.</p>   | <p><i>Same timeframe as for Action 1.2 Technical Assistance.</i></p> | <p>MolT, GovTech</p> |

| ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE |   |   |                      |
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| 10.1  | <p>STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE</p> <p>Incorporate stakeholder engagement and information disclosure measures in the implementation of the Activities, in a manner consistent with ESS10.</p> <p>To this end, ensure that the following measures are implemented:</p> <ul style="list-style-type: none"> <li>a) Provide stakeholders with information about the environmental and social risks and impacts of the Activities in a timely, understandable, accessible and appropriate manner and format, including but not limited to any environmental and social instruments prepared as part of the Activities;</li> <li>b) Consult stakeholders in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation, including with regards to any environmental and social instruments prepared as part of the Activities.</li> <li>c) Document the stakeholder engagement activities, including: (i) stakeholder mapping; (ii) description of consultations and participation mechanisms utilized, and records of meetings held; (iii) feedback received and responses to said feedback; and (iv) measures to engage stakeholders who, because of their particular circumstances, may be disadvantaged or vulnerable.</li> </ul> | <p><i>Implement the stakeholder engagement activities throughout the implementation of the Activities</i></p> | <p>MoIT, GovTech</p> |
| 10.2  | <p><b>GRIEVANCES</b></p> <p>Receive and facilitate resolution of concerns and grievances in relation to the Activities, promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all</p>  | <p><i>Throughout implementation of Activities.</i></p>  | <p>MoIT, GovTech</p> |

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|  | parties affected by the Activities, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10. |  |  |
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