

D2B Project Khulna, Bangladesh

Colofon

Tender Document

Invitation to tender in accordance with the European open procedure for the execution of preparatory studies for

Project name Feasibility study leveraging flood protection for resilience in Khulna, Bangladesh

Reference **D2B20BD01**

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Enclosures The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Model Agreement
Annex 4: Terms and conditions Invest International jan. 2022
Annex 5: Complaints Procedure
Annex 6: Water as Leverage, Natural Drainage Solutions for Khulna City- Final Report – May 2019
Annex 7: Khulna as a water inclusive enclave – Water as Leverage conceptual designs – May 2019
Annex 8: Feasibility Study in Khulna including Climate Risk Assessment and Environmental and Social Impact Assessment – Final Report – August 2021
Annex 9: Non-Disclosure Agreement
Annex 10: Proposed interventions

Annex 11: Project management and organisation
Annex 12: Guidance on Due Diligence
Annex 13: (Pre-) Feasibility Study Elements
Annex 14: KYC Requirements
Annex 15: II recognized stock exchanges
Annex 16: Guidelines ToR ESIA

IMPORTANT NOTICE!

Annex 6, 7 and 8 are only available upon request by the Bidder to the Contracting Authority. A signed NDA (Annex 9) is to be enclosed with this request.

Definition of terms

Contracting authority	Invest International Public Programs B.V. (IIPP), who concludes the Contract with the Contractor on behalf of the Tendering authority
Contractor	The party with which the Contracting authority concludes the contract
Contract	The written agreement between the Tendering authority and the Contractor in which the conditions applicable to the public contracts that will be awarded via this tendering process (Further Agreements) will be recorded within a specific period
Exclusion Criterion	A circumstance applicable to the Tenderer or a person affiliated with the Tenderer that results in exclusion of the Tenderer from participating in the tendering process.
European Single Procurement Document	Statement in which the Tenderer declares their compliance with the requirements specified in the annexes of the Uniform Single Procurement Document by means of filling in and signing this European Single Procurement Document.
General Terms and Conditions	IIPP has declared these conditions applicable: General Purchase Terms and Conditions for the group of Invest International Version January 2022
Memorandum of Information	A document containing all questions asked and answers given, in anonymised form and, if applicable, additional information. This includes the questions and answers submitted via TenderNed.
Most Economically Advantageous Tender	The Tender that achieves the highest definitive total score based on the best price-quality ratio.
Public Procurement Act	The Public Procurement Act 2012 <i>Aanbestedingswet 2012</i>)
Processing Agreement	An agreement signed by the Tendering authority and the Contractor concerning the processing of personal data by the Contractor.
Suitability requirements	The requirements with which Tenderers must comply in order to be eligible to win the tender.
Tenderer	An entrepreneur or entrepreneurs who have submitted a Tender or is/are planning to submit a Tender. In this document, the word 'you' is taken to mean the Tenderer/Contractor/Consultant.
Tender	A quotation submitted by the Tenderer in response to this Tendering Document.
Tendering authority	IIPP, an independent contracting authority.
Tender Document	This document and all of its annexes.

1. Introduction

The Tender Document at hand contains information regarding this invitation to tender conducted in accordance with the European open procedure for the service Khulna Urban Flood Protection Feasibility Study in Bangladesh.

You are hereby invited to submit a Tender based on this Tender Document.

1.1 Tendering Authority

This tendering process is being conducted on the instructions of the Invest International Public Programmes B.V. will act as process manager during this tendering process

1.2 Reason for this invitation to tender

The client wishes to conclude a contract with the bidder with the best offer from a value for money perspective (best quality-cost ratio). The contractor, as well as the products delivered by the contractor should meet the requirements set by the client, which are detailed in this tender document. The tender is not divided into lots as this concerns an integrated study.

In short, the situation is as follows:

The city of Khulna experiences frequent prolonged flooding by stagnant water in large parts of the city. Waterlogging occurs frequently and it can take several days for the water to drain. The stagnant water causes several problems including damage to property and goods, disruption of economic activity, restricted movement, restricted access to clean drinking water and contamination of the same, and an increased risk/exposure to waterborne and water related diseases.

The indirect cost of flooding may well exceed the cost of direct material damage. The WaL and CCAUD studies confirm that the most vulnerable people have settled in low-lying parts of the city. In the wards situated adjoining the Moyur River, the poorer sections of society live close to the drainage network outfalls, while wealthier households are located at more easterly locations and on relatively higher grounds, which are protected from river/tidal flooding by the embankments along the west-bank of Bhairab-Rupsha rivers. Poor people live in more vulnerable parts of the city, where they are more at-risk for waterlogging despite having a limited coping capacity. Those who rely on outdoor occasional works, such as street vendors, rickshaw drivers and day/wage labourers are at high risk of losing income.

The problem of flooding/waterlogging is caused by a combination of factors:

- Gradual hydro-morphological changes in the rivers and khals and the massive conversion of land for urban development caused a large part of the city (i.e. catchment 2, 3, 4 and 6, see **Error! Reference source not found.**) to drain towards the semi-enclosed Moyur River at the western and southwestern side of the city.
- The area that is draining towards Moyur River is gradually increasing, thereby adding pressure on both the storage and drainage capacity of this water body. This development is guided by a decade-old Drainage Master Plan (DMP 2012). The construction of the network of primary, secondary, tertiary and quaternary drains of varying lengths, width and depth, proposed by this plan, is progressing only gradually, using both Khulna City Corporation (KCC) own resources and support from several externally-funded projects.
- The city's artificial drainage and sewerage systems' capacity only serves a small portion of the population and is in a poor state of maintenance. Moreover, several artificial and natural drains are silted, breached or filled with solid waste.

- Natural waterways and water-bodies are under severe stress from urban population growth and poorly managed urban services. The improper management of solid waste results in blockage of the city's drains, thereby worsening the waterlogging problem. Moreover, sewage enters the drainage network and compromises the quality of the water. Standing water appears not only as a nuisance, but also as a health hazard.
- Informal construction, including the hundreds of informal low-income settlements and larger structures of various types including unauthorised high-end developments, are spread across the urban and peri-urban areas. Building activity includes illegal encroachments on tidal marshes, wetlands and flood plains and aggravates the drainage congestion.
- The Moyur River's capacity has reduced due to siltation, with a part of the sediment, including solid waste, coming in through the urban drainage network. Encroachment also reduces the capacity of Moyur.
- The storm (and waste) water accumulated in the Moyur River drains to the Rupsha River via a 10-vent sluice near Alutola. Due to the raising of riverbed of the Rupsha river, the high tide rises as high as 3.35m PWD, while it remains at 0.5m PWD during low tide. Currently, the normal water level in the Moyur varies between 0.80 to 1.00m PWD and only a limited volume of water can drain-out from Moyur to the Rupsha river during low tide. The WaL and CCAUD studies found that tidal blockage is about 18-20 hours daily; implying that Moyur river can drain-out by gravity flow only for 4-6 hours per day. As a consequence, water backs-up along the entire 12 km length of Moyur and, when heavy rainfall occurs, a large strip of land along its banks as well as other low lying areas of the city are prone to inundation.

In annex 10 context information can be found, including more details on the problems at hand as well potential solutions proposed.

1.3 Time schedule

The schedule below applies to this tendering process.

28.03.2022	Issuing of publication, start of tendering period.
19-04-2022	Closure of 1st round of questions: deadline for the Tenderer to submit questions regarding this Tender Document and the Contract (including the general terms and conditions) and/or proposals for textual amendments to the draft Contract (including the general terms and conditions).
26-04-2022	Issuing of Memorandum of Information
03-04-2022	Closure of 2nd round of questions: deadline for the Tenderer to submit questions.
09-05-2022	Issuing of 2nd Memorandum of Information
23-05-2022	Deadline for the receipt of Tenders and thereafter opening of new Tenders by the Tendering Authority.
11-06-2022	Assessment of Tenders.
17-06-2022	Announcement of the award decision of the Contract.
24-06-2022	Deadline for the winning Tenderer to provide the evidence requested by the Tendering Authority.

08-07-2022	Deadline for asking questions and/or filing an application for a preliminary injunction in relation to the announcement of the award of the Contract.
15-07-2022	Final award of the contract
TBD	Starting date of Contract.

If – in the opinion of the Tendering Authority – circumstances provide cause to do so, the Tendering Authority is entitled to amend the specified period(s). In such a case, timely notification of the new period(s) will be provided digitally.

2. Description of assignment

2.1 Description and objective of the assignment

2.1.1 General Description

This section provides a provisional description of the to-be-formulated infrastructure investment project, which could be co-financed through the DRIVE facility.

A number of conclusions with respect to the formulation of the Project can be drawn from the studies undertaken by other projects, and from the information generated through the 'Water as a Leverage' (WaL) design competition and the KfW-funded CCAUD study:

- **Investments in solid waste and wastewater management are ongoing.** These are essential for relieving the urban drainage system of Khulna, by respectively reducing the dumping of waste in waterways, and by the precluding entry of untreated wastewater. The D2B Study can build on these benefits, while itself focussing on defining possible investment in urban drainage;
- **Urban drainage development requires a comprehensive vision.** Such a vision should consider the interrelationships between local drainage, conveyance and storage of drainage water and its ultimate discharge/disposal. The design of the project should build on the interrelatedness:
 - Local urban drainage is improved by constructing stormwater drains in new or existing urban developments. The swift removal of water from such localities prevents local waterlogging, but leads to greater peak discharges for the city as a whole and causes prolonged waterlogging in downstream localities, unless peak storage capacity is developed.
 - Moyur River plays an important role in conveying and storing accumulated drainage water. Presently there is little storage capacity in the Moyur river system, which causes water levels to rise rapidly, causing widespread flooding in the adjoining low-lying areas. Assigning and realizing larger storage areas within or nearby urban areas is difficult because of the restrictions that would have to be imposed on land use in storage areas.
 - The discharge by gravity flow from Moyur into the Rupsha River can only be enhanced to a limited extent by upgrading existing sluices. However, possible construction of new sluices and additional pumping may well improve the situation by increasing the discharge capacity of Moyur into Rupsha river. The difficulty is that with insufficient storage capacity in the system, the requirement for additional drainage capacity is very high; leading to high investment and (for pumping) high operational costs.

Dealing wisely with the trade-off between (i) controlled local drainage; (ii) balanced conveyance and storage; and (iii) disposal by a combination of gravity and pumping, forms a critical challenge in reducing flooding problems in Khulna.

- **Urban water management is more than drainage only.** In addition to the trade-offs in improved urban drainage, there is a trade-off between storage to accommodate peak discharges in the wet season and retention of water resources for various purposes in the dry season (e.g. agriculture, aquaculture, groundwater recharge, urban environment etc.)

The to-be-developed project will comprise of a programme of infrastructural measures along with accompanying actions that together use water as leverage for improving living conditions in the urban catchments dependent on Moyur River, with particular attention to Khulna's urban poor.

The WaL and CCAUD studies, as well as the work undertaken under other externally-funded projects provide options for the definition of the public works to be financed through the Project. Annex 10 provides an overview of optional interventions.

2.1.2 Infrastructure project objectives

The overall objectives of the infrastructure project, which is to be defined in detail by this D2B study, is ultimately to contribute to:

- An increased resilience and climate adaptation of Khulna so that it continues to fulfil its position as a social, economic and cultural hub for the southwest coastal region;
- Inclusive and sustainable growth of Khulna's economy, with particular attention to its sizeable poor population;
- Expansion and/or quality improvement of public infrastructure in a way that promotes entrepreneurship, productivity and employment opportunities; and lifts wages.

The specific objective of the project is to leverage a combination of measures to reduce peak discharges, surface runoff, flooding and water scarcity through an integrated approach for the Moyur river system and urban catchment area in Khulna and direct surroundings.

To achieve this objective, the Project will work on improving living conditions in the urban catchment dependent on Moyur River. Using the principle of controlled urban drainage (retain, store and release), it will implement measures that (i) reduce peak discharges from existing and new build-up areas; (ii) increase the storage capacity of the Moyur River system; and (iii) that enhance Moyur's drainage capacity, including at its outfall to the Rupsha River. The measures will also seek to revitalise the Moyur and help make it a valuable part of the urban landscape. The Project will undertake accompanying activities to anchor the care for and further development of water-centred urban development in the institutions involved therein.

Environmental and social due diligence is integrated in the project design.

The objective requires that urban planners are enabled to replicate and upscale the water-driven spatial planning approach to the whole urban area of Khulna and to similar urban environments in Bangladesh, by supporting them to capitalise on the experience gained in Khulna's Moyur Catchment.

2.1.3 Expected Results

Through the above approach, the Project will produce results in the following areas:

- a reduction of the urban area affected by recurrent waterlogging;
- stakeholder acceptance of 'water as a driver' for planned urban development (as opposed to seeing 'water as a barrier' for development).

These results will be achieved at the completion of the Project, and the D2B Study will develop these results, *inter alia* by specifying and quantifying key performance indicators that measure the degree of attainment of the results.

Table 1 proposes key performance indicators for further development.

Table 1: Project results and preliminary indicators

Results	Draft key performance indicators (project)
Reduction of the urban area affected by recurrent waterlogging;	▪ Timely and full completion of the proposed Programme of Measures; ▪ Predicted reduction of peak water levels in the urban catchment of the Moyur River (expressed e.g. as the area prone to flooding during a specific heavy rainfall event, based on model prognoses); ▪ Actual reduction of peak water levels, area waterlogged and duration of waterlogging in the urban catchment based on measurement;
Stakeholder acceptance of 'water as a driver' for planned urban development	▪ Comprehensive management of the water management infrastructure, based on clear and agreed to procedures; ▪ Promulgation of necessary regulations for zoning and development; as well as for compensation of loss of assets and livelihoods.

2.1.4 Assumptions and risk management

The 'Leveraging flood protection for resilience in Khulna'-project is based on assumptions, which – if not working-out as positively as envisioned during planning – could constraint or even put at risk the successful implementation of the Project. Based on the preliminary understanding of this moment, the following assumptions underpinning the Project are identified. This overview is to be further elaborated and substantiated by the D2B Study:

- **Resources for management of the new Moyur River infrastructure are adequate.** It is assumed that the human and material resources needed to manage the new water system throughout its lifespan are sufficient. This would include resources for operation and maintenance, for repair and, eventually, for replacement. It would also cover the resources for enforcing new rules in use for the water system, including e.g. land zoning, building permits, and functional restrictions;
- **KCC and KDA are able to safeguard the living areas of the rural poor.** Presently, the informal settlements and slums along the Moyur and those in low-lying pockets in the city are subject to frequent and prolonged flooding (waterlogging). With an improvement of the waterlogging conditions, these areas become attractive for developers of urban housing schemes, commercial areas and industrial estates. KDA and KCC jointly are able to prevent that the original inhabitants of these areas – be it legal occupants or informal occupants – fall victim to such developments;
- **Measures to offset negative environmental and social impacts of the proposed works are part and parcel of the overall project plan.** Large-scale works will leave an imprint on the environment and on society, if not countered by remedial actions. The feasibility study includes Environmental and Social Impact Assessment, and will lay the foundation for resettlement, livelihood restoration and grievances' redress in a culturally accepted manner. It is assumed that the Project meets the IFC performance

standards and is cleared timely by the Bangladesh Department of Environment (DoE). It is also assumed that during implementation, the mitigatory actions are carried-out swiftly and fully. The processes of land acquisition and of compensation for loss of assets and livelihoods (See IFC Performance Standard 5) are to be carried-out and financed by the country authorities.

- **Establishment of an approach for water-driven urban development remains the central focus of the Project.** While in terms of budget, most resources will be allocated to civil works, the essence of the philosophy of using water as a leverage for urban development will remain central to the Project, by consistent and well-structured attention to the capacities and commitment of stakeholders. The Project will result in a clearly defined ownership of the water system and clearly defined and accepted responsibilities towards its operation and upkeep.
- **Implementation will not be derailed by major natural disasters.** Given the exposure and vulnerability of Khulna to natural disasters, extreme events could take place during project preparation and implementation. However, the safeguards build into the design, are expected to be adequate for absorbing the shocks, without compromise to the budget and/or timetable.
- **Procurement and fiduciary management support a swift project implementation.** As the project will be financed from various sources, and as complex infrastructural and project management services need to be procured by KCC, it is essential that fiduciary management and procurement meet high standards. KCC has a track record in implementing internationally funded projects.
- **Stakeholders engagement is constructive and helps solve problems.** KCC cannot implement the Project on its own and needs commitment from the stakeholders in the Project intervention area. During the Feasibility Studies, the requisite commitments will have been made and recorded and it is assumed that these commitments will hold during project implementation. The land position of the proposed Khulna Agricultural University, and its willingness to facilitate water retention, are an example of an assumption in this category. Similarly, the commitment of KDA to align its planning and enforcement activities to the project is an example of a specific assumption under this heading;
- **The implementation of the Project is not significantly delayed by the public health situation.** Covid-19 is likely to continue to affect society for the time to come, but it is assumed that the work plans developed for the Project are realistic and well-adapted to social distancing and other restrictions.
- **Funds for implementing the Project are sufficient.** DRIVE offers up to 50% financing support for the to-be-developed Programme of Measures, provided its criteria are met. It is assumed that KCC, being the contracting authority for the Project, is able to secure external funding (possibly from DRIVE) and to mobilise the remaining resources, either from the resources at its disposal, from State subsidies or from third parties. This assumption also includes the successful submission and subsequent acceptance of a Development Project Proforma (DPP) and the entry of the Project into the Annual Development Plan (ADP) budgets of the Bangladesh Government;

2.1.5 Description of the assignment

The scope of the assignment to be undertaken by the Contractor is to define an infrastructure investment project including accompanying actions; and to assess the feasibility thereof. The assignment is structured by a phased approach and it can build on the availability of proposed interventions from earlier studies.

Phased approach

In order for IIPP and KCC to take timely and well-informed decisions with respect to project implementation and financing, the assignment will go through three phases, separated each by a go/no go decision.

Phase 1 – Prefeasibility. To determine a preferred combination of infrastructural measures and accompanying actions, along with an indicative cost-estimate and a screening of environmental and social impacts. The GO / NO GO decision will determine whether the study advances to the second phase.

Phase 2 – Feasibility. This phase determines the feasibility of the preferred combination of investments and accompanying actions and produces basic designs of the infrastructure and a detailed project plan based on hydrological models, along with an ESIA report including a resettlement policy framework. Furthermore, a financing plan is made.

Phase 3 – Project preparation. This includes direct assistance to KCC, which should enable it to assume its role as contracting authority for the Project.

The tasks of the contractor for each phase are elaborated in section 2. IIPP, in consultation with KCC or others, reserves the right to determine the details of each next phase in the context of the go / no-go decision. This can vary from an outright go-ahead, a qualified go-ahead or a discontinuation of the assignment. The phased approach will help ensure that the Project constitutes an investment in an urban drainage system that is functional, acceptable, sustainable and supported by sound urban management.

Proposed interventions

The WaL and CCAUD studies, as well as the work undertaken under other externally-funded projects provide a basis for the assignment. The to-be-developed project aims to reduce flood risk and waterlogging in Khulna through an integrated approach addressing water retention capacity upstream and pumping capacity or sluice gate capacity downstream of the Moyur river, ultimately making Khulna more climate resilient. These drainage solutions are expected to reduce the cost of damage to property, loss of earning/employment days, loss of schooling days and cost of health related expenses, and to increase the recreational value of riversides, large canals, and similar amenities possibly with income generating activities. Annex 10 discusses the proposed interventions in some detail.

2.1.6 Objectives and Deliverables

The overall objective of the assignment – i.e. the objective to which the Feasibility Studies contribute – is to establish an urban spatial development approach that enhances Khulna's resilience and adaptation to climate change. This spatial development approach would aim to enhance the position of Khulna as a social, economic and cultural hub for the southwest coastal region; would foster inclusive and sustainable growth of Khulna's economy; and would pursue an expansion

and/or quality improvement of public infrastructure that promotes entrepreneurship, productivity and employment opportunities, and lift wages.

Against the backdrop of the overall objective, the study's specific objective is **to define a comprehensive public infrastructure package for drainage improvement in Khulna's Moyur River urban catchment that qualifies for investment by KCC, DRIVE and possible other financiers.**

Comprehensive means that the public infrastructure package stems from the spatial development approach defined by the overall objective, and that it included accompanying actions needed to ensure sound management of the infrastructure, as well as environmental and social mitigation in keeping with international standards. Qualifying for investment means that the investment of public funds by DRIVE, KCC and possible others in the infrastructure package and the conditional actions is well-justified in terms of the policies and criteria of those entities. The study will therefore deliver the following results to IIPP and KCC (Table 2).

Table 2: Feasibility Study Deliverables

Inception	Phase 1	Phase 2	Phase 3
Inception Report	Prefeasibility Report Environmental and Social Scoping Report	Feasibility Study Environmental and Social Impact Assessment Report / Environmental and Social Management Plan	Project implementation guidance

Inception Report

The inception report proposes a detailed work plan through which the contractor intends to accomplish the assignment, including details on how it intends to use time, resources and staff. The work plan is based on a well-specified technical approach towards realising the D2B objective, with specifications of equipment, programmes and surveys to be used; and with a description of the information to be collected. The report will furthermore indicate what support is expected from IIPP, KCC and from the Technical and Advisory Committees; and it will signal key risks to the timely and satisfactory completion of the assignment. Specifically, the inception report will include:

- An executive summary that includes draft management decisions that are proposed to be confirmed by IIPP and KCC.
- A comprehensive work plan based on a well-specified technical approach towards realising the D2B objective;
- A Logical Framework for the assignment, which includes the assumptions on which the overall planning of the studies is based;
- A Gantt chart of the proposed activities, proposed input of expertise and deliverables;
- An M&E plan for the assignment, including a risk management matrix and an emergency response plan. Throughout the assignment, the contractor will maintain an assumptions log. The risk management matrix is in its most basic form shown in

- Table 3 on page 17. The contractor will actively manage the risks; i.e. undertake or propose mitigatory measures that reduce or suppress the risk; or take steps to adapt to the occurrence of a risk. This is described in an emergency response plan (see Annex 13).

Pre-Feasibility Report

This report provides a preliminary description of the to-be-financed infrastructural project. It aims to enable decision-making with respect to the more labour and resource intensive feasibility study phase. The report includes the following:

- An assessment of the coherence of the proposed project with the development policy, sector policies and expenditure plans that apply to Khulna City; and with the objectives and criteria of the project's proposed financing facility (DRIVE). By assessing the above, the report describes the rationale for both KCC and IIPP for providing resources to the development of drainage infrastructure in Khulna City.
- Identify key stakeholders and target groups and their interests and needs from the to-be-developed infrastructure project. This includes a gender analysis and the identification of special interest groups (e.g. inhabitants of informal settlements, women, youth, disabled) and an analysis of their vulnerability. Based on the broad stakeholder analysis, the report identifies institutional capacity issues that need to be addressed to ensure the acceptability and sustainability of the infrastructure and its performance; and it formulates potential mitigation measures to reduce the vulnerability of the special interest groups.
- Develop the problem analysis of Khulna's drainage situation and draw lessons from past and ongoing initiatives towards alleviating Khulna's waterlogging/flooding.
- An assessment of the infrastructural options and the selection of a programme of infrastructure measures that could be offered as a package for financing. The coherence of the programme of infrastructure measures to the proposals by the KfW-funded CCAUD programme is essential;
- Analyse and, as appropriate, re-formulate the preliminary project objectives and proposed implementation strategy. This is done using the 'Theory of Change'-concept (see annex 13) and comprises visualisation of the proposed development pathways (linking activities to objectives) supported by a narrative;
- Make a preliminary assessment of the infrastructure's financial and economic feasibility and indicate the actions required to bring this assessment to feasibility study level. The resource and cost implications identified in the environmental and social scoping (see below) are to be taken into consideration; as are the estimated costs associated with the operation and upkeep of the improved urban drainage system;
- Analyse the present management and coordination arrangements involving KCC and other actors/institutions and propose the arrangements for the infrastructure development and management phases;
- Analyse and document sustainability issues – including the likely financial and economic sustainability of the to-be-developed drainage system
- A work plan for the Feasibility Study phase, including an overview of the consultations, studies and modelling required.

Environmental and Social Scoping Report

This report is published under separate cover, but is inherently linked to the pre-feasibility report. Together with the pre-feasibility report, it enables decision-making with respect to the feasibility phase and with respect to the ensuing Environmental and Social Impact assessment.

Scoping is a process which determine the potentially adverse impacts that are likely to be significant and consequently should be the main focus of the Environmental and Social Impact Assessment (ESIA). Scoping identifies data already available and existing data gaps. The scoping process determines the appropriate spatial and temporal scopes for the assessment; which alternatives to study; and suggests suitable survey and research methodologies. The results are documented in the Environmental and Social Scoping Report and concluded in a Terms of Reference for the ESIA to be developed in phase 2.

In undertaking Environmental and Social due diligence work, the contractor is expected to adhere to the IFC Performance Standards (2012), and to the relevant policies, acts, rules and regulations in Bangladesh. More information on this is included in Annex 12.

The Scoping report will include:

1. Conclusions from the Environmental and Social Screening including:
 - a. Review of existing information on environmental and social baseline conditions;
 - b. Specification of the various alternative interventions and provide justification for proposed alternative;
 - c. Gap Analysis between the host countries law and the IFC Performance Standards, including which performance standards are triggered;
2. Identified local stakeholders (community, Non-Governmental and Community Based Organisations, the local government, and others, if any). The contractor is expected to engage with a representative set of affected stakeholders, along gender, ethnic and/or religious lines. When communities are consulted, equal attention shall be paid to the views of women. The consultation process will be documented, signed off by the participants and shall have a minimum of 40% women. For cultural reasons, it may be necessary to set up focus groups with women only, when appropriate;
3. Identification of the main risks and impacts in the various phases of the Project, specific attention will be given to expected cumulative impacts;
4. The methods to be used, the level of effort needed to fully understand the risks and impacts, and options for mitigating them. The results of the scoping process should determine what should be included in the environmental and social impact assessment, which could include separate studies or management plans;
5. Carry out initial site visits, including formal and informal discussions/meetings with local communities, government agencies and other key stakeholders, in the Project affected area.
6. Develop a tentative Stakeholder Engagement Plan (SEP) that shall be applicable throughout the Project cycle including the planning stage and provides effective and inclusive engagement with Project affected parties with a specific focus on vulnerable groups;
7. Determine Area of Influence. The area likely to be affected either directly or indirectly by Project operations, including ancillaries and associated activities;

8. Align with the preliminary design and possible locations of the Project in the feasibility study, including the areas up- and downstream that are likely to be affected by the proposed infrastructural works.
9. Assist KCC with obtaining Environmental Clearance from DOE of proposed sub projects
10. Prepare a Terms of Reference (ToR) for the environmental and social impact assessment (ESIA).

The Environmental and Social Scoping report and the ToR for ESIA will be jointly reviewed by IIPP and KCC before submission to Bangladesh's Department of Environment for clearance. The contractor is expected to incorporate 4-6 weeks for this review in the planning and cooperate with a field visit by either the NCEA (Netherlands Commission for Environmental Assessment) or IIPP. A go/no-go decision will be made after review of the prefeasibility study and the environmental scoping document before the contractor can continue implementing the ToR for ESIA.

Feasibility Report

This report provides a full description of the to-be-financed infrastructural project in a way that enables an investment decision. It includes:

- An updated rationale for investment in public works to improve Khulna's drainage situation by KCC, by DRIVE and possible other financiers;
- An update of the stakeholder and target group analyses, including institutional capacity issues that need to be addressed to ensure the acceptability and sustainability of the infrastructure and its performance; and the potential mitigation measures to reduce the vulnerability of the special interest groups. The institutional capacity analysis will specifically address the issues (including procurement) that KCC would face when implementing the works proposed in this feasibility study;
- An updated problem analysis of Khulna's drainage situation and updated lessons from past and ongoing initiatives towards alleviating Khulna's waterlogging; clearly linking these to the proposed infrastructure intervention
- An updated analysis of the investment options and a review of the Theory of Change (ToC, see annex 13) that would underpin the proposed investment. This would justify the chosen programme of infrastructural measures, while at the same time elaborating the assumptions that underpin this justification, and the possible risks that would undermine the investment's effectiveness. Specific attention is given to the synergy of the measures with other infrastructure developments, including the CCAUD programme;
- Provide a set of clear and logically coherent project objectives (goal, outputs) and a set of indicative activities for delivering each project output, using a Logical Framework Analysis.
- Based on the above, develop for the investment project a Monitoring and Evaluation (M&E) Plan, which includes a risk management matrix. This matrix will take into account all life-cycle risks, including the risks associated with post-implementation operation and maintenance. This means that the matrix signals risks that could occur during implementation, as well as the sustainability risks during the management phase of the new water system.
- Table 3 provides a basic format for the risk management matrix;

- A description of the management and coordination arrangements for the Project, including how these arrangements will support the effective management of the infrastructure development and management phases;
- A full economic and financial assessment of the Project throughout its full life cycle; including a sensitivity analysis. Costs will include the costs associated with the Environmental and Social Management Plan, as well as the costs associated with the operation and upkeep of the improved urban drainage system during its economic life-time. The assessment will identify financing gaps, either in the construction or in the subsequent management phase;
- Summary of Environmental & Social issues
- Identify the main issues affecting the sustainability of the improved urban drainage system and suggest actions to enhance sustainability.
Sustainability is to be understood not as merely structural integrity, but also in terms of the urban drainage system sustainably contributing towards the project objectives;
- Draft contributions to the outline of a to-be-developed financing agreement.

Table 3: Basic risk management matrix

Type of risk	Likelihood of risk	Impact	Mitigation

Environmental and Social Impact Assessment Report

In Phase 2 of the assignment the contractor will carry out the Environmental and Social Impact Assessment (ESIA) in accordance with the approved ToR from Phase 1 (see also Annex 16). The ESIA must be in accordance with both the National environmental and social assessment laws and regulations and with the IFC Performance Standards 2012 (see Annex 12).

The ESIA predicts and assesses the Project's potential adverse impacts and risks, in quantitative terms to the extent possible. The ESIA identifies and defines a set of environmental and social mitigation and management measures to be taken during the implementation of the Project to avoid, minimise, or compensate/offset for risks and adverse environmental and social impacts, in the order of priority, and their timelines; it also identifies any residual negative impacts that cannot be mitigated. The desired outcomes of the mitigation and management measures should be set as measurable events to the extent possible, such as performance indicators, targets or acceptance criteria that can be tracked over defined time periods. The process indicates the responsibilities required for implementation of the mitigation and management programme.

Project Implementation Guidance

Assuming that a decision with regards to financing of the further development of Khulna's urban drainage system is made; the contractor will be asked to provide guidance to enhance the readiness of the Contracting Authority (KCC) for leading the implementation of the project. This includes:

- Definition of the Works, Goods and Services that need to be procured to successfully implement the Project. This includes the provision of specifications and preliminary design drawings that would enable the

- Contracting Authority (KCC) to commission site surveys and to prepare / commission the preparation of the requisite tender documents;
- Definition of a procurement strategy for the Works, Goods and Services included in the Project formulation. With respect to the civil works, this includes determining the type of service agreement that would be appropriate for commissioning the works and the supervision thereof. Reference is to be made to the 2017 FIDIC Suite of Contracts (i.e. red book for works designed by / on behalf of the contracting authority; or yellow book for commissioning design and construction under a single contract);
- Definition of the procurement methods to be used for works, goods and services to be financed under the project in a way that satisfies both the GoB procurement procedures applicable to KCC, as well as the procedures by the external financier(s) of the project;
- Assist KCC with DPP preparation, presentation at approval stages.
- While the emphasis is on the infrastructural works, due care will be given to the readiness of KCC for implementing accompanying actions, including the actions pertaining to the Environmental and Social Management Plan; such as resettlement, livelihood compensation and the establishment of a grievance mechanism.

2.1.7 Contracting authority and project management

During the Study phases, IIPP is the contracting authority for the contractor, while KCC, through its Project Management Unit, is the Client. Close affiliation with KCC's PMU is important, as KCC will be the contracting authority responsible to commission the works and the accompanying actions that are to be proposed by the Study.

During the third phase, the contractor will prepare guidance to help KCC assume its role as contracting authority for the implementation of the project. KCC, however, is responsible to ensure that its procurement procedures and the individual procurement packages are non-objectionable by the co-financiers of the Project, potentially DRIVE

Further details on management structure, roles and responsibilities refer to Annex 11.

2.1.8 Planning

The contractor will develop an overall work plan for the assignment during an inception period (maximum one month) in phase 1 and will update the plan at the close of phase 1 and phase 2. Actions will be presented chronologically per results area and per phase using the starting date of the project as reference. The starting date of the project will be fixed in the contract for the assignment. The planning will be supported by a Gantt chart showing the inter-relatedness of activities, the approximate timing of the involvement of the various experts, and the reporting obligations. The Gantt chart should use a starting date not later than 1 month after the signing of the contract (It is noted that IIPP and KCC will need 2 weeks to review deliverables, and where required, NCEA takes 4-6 weeks to review deliverables).

Table 2.1.8.1: phasing and duration of the Study

Steps	Duration
Prefeasibility - phase 1	4 months
1 st GO/NO-GO decision	1 month
Feasibility - phase 2	6 months
Project Preparation - phase 3	3 months

2.1.9 Deliverables

The contractor is required to submit the following deliverables, in draft and in final version, in the English language. All documents are provided with an executive summary in Bangla. The due dates in Table 4 refer to the submission of the (final) draft version in months after the starting date of the project. Final versions are to be delivered 2 weeks after all comments to be taken into account when making the final version have been received. Other deadlines can be approved by Invest International in case if special situations occur. Hard copies are to be prepared for PMU staff, and for members of the advisory and technical committee.

Table 4: Deliverables and their due dates

Report	# of printed copies	Recipient	Due Date
Inception report	25	IIPP, KCC cc Advisory Committee and Technical Committee	End of month 1
Environmental and Social Scoping Report	25	IIPP, KCC cc Advisory Committee and Technical Committee. NCEA	End of month 4
Prefeasibility Study Report	25	IIPP, KCC cc Advisory Committee and Technical Committee	End of month 4
Feasibility Study Report	25	IIPP, KCC cc Advisory Committee and Technical Committee	End of month 11
ESIA report / ESMP	25	IIPP, KCC cc Advisory Committee and Technical Committee. NCEA	End of month 11
Project implementation guidance	25	IIPP, KCC	End of month 15
All Data, Map, GIS Files etc. both Digital and Hard copy	25	IIPP, KCC	End of month 15
Copy of DPP including annexure	25	IIPP, KCC	End of month 15

2.1.10 Quality assurance, Security and Safety Measures

The contractor is expected to apply its quality assurance procedures to all work submitted by the consortium. Deliverables that have not undergone a quality assurance procedure are not acceptable.

The contractor is also expected to put in place procedures to ensure the security and safety of its work, its staff and the people they engage with during the fulfilment of their duties. Failure to take effective security and safety precautions will be seen as non-compliance with the terms of the contract agreement.

Given the likelihood of continued social disruption due to the covid-19 pandemic, the contractor should develop a *modus operandi* that allows for continuity to the

extent possible. To this end, the technical and financial proposal can include a provision for technical backstopping, whereby continuity is provided principally by the national experts in the team, with international support being available on a remote basis, if no other alternative is possible.

2.2 Lots

The invitation to Tender has not been divided into lots, due to the integral nature of the D2B studies, the deliverables to be provided and the structural interaction between the contractor, the Project Management Unit and the Project Steering Committee.

2.3 Contract Period

The Contracting Authority intends to conclude a Contract for a period of 15 months after the starting date of the project.

2.4 Scope of the assignment

The Tendering Authority has a maximum total contract value available of EUR 770,000,- (exclusive of VAT).

This amount includes daily fees, travel costs, DSA and other costs; but is exclusive of taxes.

We have to state that for phase 2 and 3 budgets are contingent upon GO from IIPP and Advisory Committee.

It is possible that the services specified in the contract and/or the number of Participating Party/Parties may change in the event of political, budgetary, administrative or organisational developments within the Dutch government and the Contracting Authority's expansion or contraction resulting from this, or changes to the Contracting Authority's position within the government or to the targets that must be met. In the event such circumstances occur, the Contracting Authority will consult with the Contractor.

#	Phases / Deliverables	Maximum contract value (€) including contingencies	
1	Phase 1: Prefeasibility		per phase
1.1	Inception Report		
1.2	Prefeasibility Study Report		
1.3	Environmental and Social Scoping Report		
	TOTAL PHASE 1		240,000
2	Phase 2: Feasibility		
2.1	Feasibility Study Report		
2.2	ESIA report / ESMP		
	TOTAL PHASE 2		490,000
3	Phase 3: Project preparation		
3.1	Project implementation guidance		
3.2	DPP preparation		
	TOTAL PHASE 3		40,000
	GRAND TOTAL		770,000

2.4.1 Material, supplies, equipment and accommodation

The contractor shall ensure that experts are adequately supported and equipped. In particular, sufficient administrative, secretarial and interpreting support must be provided to enable experts to concentrate on their primary responsibilities. The contractor must transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

No equipment is to be purchased on behalf of IIPP or KCC as part of this service contract or to be transferred to IIPP or KCC at the end of this contract. Any equipment related to this contract which is to be acquired by the Beneficiary Country must be purchased by means of a separate supply tender procedure. The contractor is expected to bring in its own equipment, including office equipment; and to take care of all its own transport requirements. Office space for the contractor's team working on the contract is to be provided by KCC at its premises in Khulna city. The contractor is expected to undertake the lion share of its activities within Khulna city.

3. Requirements to this assignment

This section includes the requirements set by the Tendering Authority concerning the requested services and the prices and rates.

By submitting a Tender, you as Tenderer, explicitly consent to all requirements and conditions specified in this Tender document and declare that you will continue to comply with these throughout the entirety of the contract period. Furthermore, you confirm that you will comply with all of the specified prices and rates, including any agreed indexation. **Failure to comply with one or more requirements will result in your Tender being disqualified from the assessment process and therefore excluded from the tendering process.**

3.1 Requirements relating to the services requested (RS)

RS1	The Tender should clearly describe the approach and methodology for the management and execution of the D2B Studies throughout all the identified phases, aimed at full execution of the required tasks and deliverables per phase, including the following specifications as proposed by the Contractor: • Activity planning • Description of tasks and deliverables • Number of working days per person and per activity • Estimated total costs per activity • Disbursement schedule
RS2	The Tender and additional documentation must be submitted in English.
RS3	Activities are expected to be planned and fully executed within the contract period of 15 months from the date of signature of the contract.
RS4	Per phase and related tasks and deliverables, the Tender is expected to specify how these will be managed, monitored, reported and communicated on by the Contractor to the Contracting Authority, the Competent Authority (KCC) and the Project Technical Committee as well as the Project Advisory Committee.
RS5	The reports and results used by the Contractor for the purpose of the (feedback) sessions with the Contracting Authority, Competent Authority and the Committees should be sent at least two weeks before each session: • to the Competent Authority (KCC); • to the members of the Technical Committee; • to the members of the Advisory Committee; • to the Contracting Authority. Comments provided to the Contractor before and during the session will be dealt with within two weeks from the date of the (feedback) session.
RS6	In the event that reports and/or tasks and deliverables are not accepted, with good reason, by the Competent Authority, the Project Technical and Advisory Committees and/or the Contracting Authority, the Contractor will make the necessary adaptations without impact on the overall planning.
RS7	All reports and other information prepared and/or adapted by the Contractor must be delivered in electronic version to the Competent Authority, the Project Steering Committee and the Contracting Authority. The Contractor together with the Competent Authority take responsibility to timely dispatch these documents in full to other required and/or interested parties and/or authorities.

RS8	All activities, communication, interim and final reports, supporting documents and other information, throughout all the phases of the assignment and necessary to achieve full execution of the contract will be in English.
RS 9	In the proposal the Tenderer will present a specification of the price/rates offered which would enable the Contractor to fully execute the contract in accordance with all the requirements and within the expected contract period. Please be referred to section 3.5 of this Tender document.
RS10	The Competent Authority will set up a Project Management Unit. This Project Management Unit will be in charge of coordinating the D2B studies and facilitating the work of the Contractor. Upon request of and with technical support of the Contractor this Project Management Unit will provide the Contractor with all documents, maps, reports and other materials required, available, useful and/or necessary for the full execution of the contract. The Competent Authority will also provide the Contractor with full access to its infrastructure and staff at all project sites, in order to allow a good and up to date understanding and insight, integrally and per project site, into the existing infrastructure, the status of that infrastructure and the project (site) context.

3.2 Requirements relating to the executing team

The contractor's registration contains the names, positions/roles and CVs of the project organization members proposed by the contractor. This is based on what is reasonably foreseeable for an expert consultant at the time of the tender.

The Tenderer declares by tendering that it is willing and able to respond with flexibility to this within the budget, should it become apparent at any time that additional expertise is required.

The key experts mentioned in the technical and financial proposals can be replaced if circumstances dictate or upon a well-founded request by the Client. The key expert will be replaced with an expert that meets or exceeds the original qualifications, without any increment to the fee, remuneration or other financial conditions and without endangering the planning and lead times of the project. The Contractor will request a statement of no objection (sono) from the Client, and will effectuate the replacement only upon receipt of a written sono by the Client. Risks of failure and costs for replacement are for the account and risk of the Contractor.

Overview of Key Experts

KE	Role	Description
KE1	Team Leader	experienced hand in urban planning and development. Skilled manager of multi-disciplinary expert teams and be well capable of developing and defending solutions in a multi-stakeholder setting
KE2	Deputy Team Leader	experienced engineer with ample urban experience in Bangladesh. Skilled manager of engineers teams and be well capable of developing infrastructural solutions
KE3	Senior Institutional Specialist	social scientist with affinity to the water sector and / or the urban planning sector. Experienced with establishing novel working procedures, including participatory planning, with and within multiple agencies and interest groups.

KE4	Senior Environmental and Social Specialist	leader in all aspects of safeguarding due diligence of infrastructure projects, with affinity to the water sector and / or the urban planning sector. He/she will have a track record covering due diligence from scoping to redressing grievances of large infrastructure projects.
KE5	Environmental and Social Expert	perform at the front end of the due diligence processes of the study and will work under the guidance of the senior environmental and social specialist. He/she will interact with all stakeholders in the to-be-developed infrastructure and will cover due diligence from scoping to the framing of procedures for resettlement, compensation and grievance redress.
KE6	Hydrologist / modeller	hands-on expert who can take responsibility to apply insights in the complex hydrology of Khulna City into the configuration of hydrological models and who can formulate practical advice on this basis.
KE7	Design Engineer	civil engineer who will take responsibility for identifying the requisite engineering works, along with preliminary designs and supporting specifications

The team shall also include non-key experts as well as a pool of backstopping experts, see chapter 5. The contractor shall select and hire enumerators, survey assistants, office support staff, translation services and other as may be required.

3.2.1 The project team meets at a minimum the following qualification requirements (Team Requirements = TR)

QR #	Qualification Requirements (QR) for the project team (TR = team requirements)
TR1	KE 3-5: master level university degree (comparable level of experience) in a field relevant to this project KE 6-7: bachelor level university degree (comparable level of experience) in a field relevant to this project.
TR2	KE 3: A minimum of 5 years' international experience in stakeholder management processes, preferably in the water sector and/or the urban planning sector; Of which at least 2 years in Bangladesh and/or South/East Asian region
TR3	KE 4: A minimum of 5 years' international experience in environmental and social management processes, preferably in the water sector and/or the urban planning sector; Of which at least 2 years in Bangladesh and/or South/East Asian region
TR4	KE 5: A minimum of 3 years' experience in environmental and social management processes, preferably in the water sector and/or the urban planning sector;
TR5	KE 6: A minimum of 3 years of experience in hydrological modelling Of which at least 2 years in modelling urban drainage systems in Bangladesh and/or South/East Asia
TR6	KE 7: A minimum of 5 years of international experience in Civil Engineering

	Of which at least 2 years in urban drainage systems in Bangladesh and/or South/East Asia
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3.3 Requirements relating to the team leader & deputy team leader

3.3.1 The project team leader proposed by the Tenderer meets the following qualification requirements (TL=Project Team Leader Requirements):

QR #	Qualification Requirements (QR) for team leader (TL)
TL1	Qualified senior project leader with a university degree (master's level or comparable level of experience) in a field relevant to this project
TL2	A minimum of 8 years of international experience in urban development - Of which at least two years are in a managerial and/or senior position - Of which at least two years in Bangladesh and/or South Asian region - Of which at least two years are on studies of a similar size and nature
TL3	Excellent spoken and written English

3.3.2 The project deputy team leader proposed by the Tenderer meets the following qualification requirements (DTL=Project Deputy Team Leader Requirements):

QR #	Qualification Requirements (QR) for DTL
DTL1	Qualified senior project leader with a university degree (master's level or comparable level of experience) in a field relevant to this project
DTL2	A minimum of 8 years' professional experience in the field of engineering; - Of which at least 2 years in urban drainage solutions in Bangladesh - Of which at least two years are in a managerial and/or senior position
DTL3	Ability to communicate in English and Bangla

3.4 Requirements relating to coordination and direction

During the execution of the project, the contractor will periodically keep the client informed of the progress. In principle, the contractor informs the client on a monthly basis about the progress and (interim) results. This can only be deviated from after mutual consultation between the project leaders of both parties.

The Contractor has the obligation to proactively communicate with the Client if during the execution of the assignment things stagnate that (may) have a negative impact on the realization of the objectives of the assignment. It is expected that the contractor (solicited and unsolicited) advises in a timely manner about the identified bottlenecks, so that damage or loss of time is prevented, or at least reduced.

The Contractor is prepared to explain the draft and final/interim reports orally.

The Contractor is fully responsible for the project-based execution of the assignment, so that there is always an up-to-date overview of the state of affairs, the agreements applicable in the project and the status of the intermediate products, and budget exhaustion. To this end, the Contractor will provide a complete, current and correctly set up project file in English, which will be made accessible to the Client on first request.

3.5 Requirements relating to the prices/rates (RP)

RP1	The Tenderer will provide an overview of the prices and rates applicable to this assignment by filling in the annex 2 entitled 'Prices/Rates'.
RP2	The Tenderer is not authorised to offer a zero or negative rate. This also applies to individual elements. In addition, discounts are not allowed or should be internalised in the final prices and rates.
RP3	The Tenderer will legally indemnify the Contracting Authority, in accordance with the applicable civil/administrative and/or tax law, against any civil/administrative and/or tax claim not mentioned in this Tender.
RP4	- The Tenderer will quote the prices according to the following structure: - the amount excluding Dutch VAT and excluding VAT due outside the EU; - the amount of Dutch VAT due (if any) and the amount of any VAT due outside the EU, and; - the amount including Dutch VAT (if applicable) and any VAT due outside the EU. - If the Tenderer Contractor indicates that no VAT is applicable, it undertakes to provide documentary proof of this to the Contracting Authority within 15 calendar days of the request. - You are liable for any additional Dutch and/or foreign VAT charges due if you do not charge VAT or an incorrect VAT amount to the Contracting Authority. If applicable, you are liable for the correct payment of VAT in the Netherlands and outside the EU, with the exception of the case stipulated in the following sentence. If the Contracting Authority purchases a service from a foreign company and Dutch tax law considers that the work was performed in the Netherlands, the Contracting Authority is liable to pay VAT to the Dutch Tax and Customs Administration for the service(s) rendered in the Netherlands. - You guarantee that the amounts specified in the quotation include all taxes and levies (including amounts deemed to be equivalent to taxes or levies), however described and wherever levied in the world. - You indemnify the Contracting Authority against any claims by any tax authority for any taxes, levies or contributions considered equivalent to taxes or levies, whether originating in the Netherlands or outside the Netherlands. - Given the nature of this assignment, which includes development cooperation that exclusively benefits developing countries, a 0% VAT rate applies to the amount indicated on the quotation provided that the Contractor is established in the Netherlands and that his organisation is registered as an entrepreneur for VAT purposes. For more certainty in this respect, you can request a VAT exemption declaration from the tax inspector. More information on this can be found in the Ministry of Finance Decree dated 21 September 2015 (No. BLKB/2015/76M). If you submit a statement from the tax inspector within 30 days of the award of the contract specifying that a different VAT rate applies, the contract price will then be increased to include the applicable VAT rate. You are liable for all costs (additional or otherwise)

	in the event that you wrongly charge no VAT or an incorrect amount of VAT to the Contracting Authority. It is not permitted to charge Dutch VAT on this amount if the entrepreneur's registered office is outside the Netherlands. Invest International Public Programmes B.V. pays Dutch VAT to the Dutch tax authorities.
RP5	Prices/rates must be all inclusive. This means that they should include wage costs, overheads (such as business premises and wage costs of non-production workers), costs of support activities, costs of using equipment (such as computers) arising from the contract and the Contractors costs profits, expense insurance, etc. Rates must be indicated in EUR. Only contractors costs for travel and accommodation and for the venue of (feedback) sessions with stakeholders can be charged separately as additional cost. All other additional costs and/or costs under any name above the proposed price are not legally due by the Contracting Authority.
RP6	Indexing of the rates for any already issued further assignments specified within the Contract is not permitted.
RP7	The Tenderer gives a fixed total price in the offer using annex 2. The total amount of your quotation is final.
RPS8	The disbursement schedule provides for an advance payment of not more than 15% of the total contract cost and a final payment of not less than 10% of the total contract cost.

3.6 Invoicing requirements (RI)

RI1	Payments for the delivery of the services will be made as an advance payment after mobilisation and further instalments at the end of each phase and is conditional on acceptance of the tasks and deliverables in section 2.1.9.
RI2	The disbursement schedule will be set during the contract phase with the winner of this Tender on the basis of the proposed schedule (as per par. 3.1 <i>Requirements relating to the services requested, RS1</i>)

3.7 Environmental requirements (RE)

RE1	The Tenderer must possess all environmental permits required in order to fulfil this assignment and provide proof thereof.
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4. Requirements concerning the Tenderer

4.1 Introduction

In this section, you can find the requirements set by the Tendering Authority to determine whether particular Tenderers are suitable to be awarded the Contract. For this purpose, Exclusion Grounds and Suitability Requirements have been set.

You can indicate whether or not the Exclusion Grounds apply to you and whether or not you are in compliance with the Suitability Requirements by completing the 'European Single Procurement Document'.

The 'European Single Procurement Document' is a PDF file that has been partially filled in for you. You must fill in the rest of the form, print it, legally sign it, scan it and submit it together with your Tender via TenderNed (see paragraph 7.3.15).

4.2 Exclusion Grounds

The following Exclusion Grounds are specified in the Annex 1 'European Single Procurement Document':

- all Exclusion Grounds specified in Part III A and B;
- the Exclusion Grounds in Part III C of the 'European Single Procurement Document' that have been selected by the Tendering Authority by means of the tick boxes.

See Section 7 for information on how to submit a Tender in collaboration with other organisations. This section specifies who must provide a completed and signed European Single Procurement Document during the process of submitting a Tender.

The evidence relating to the Exclusion Grounds does not have to be submitted together with the Tender: it is only required once the Tendering Authority requests it.

Please note: The process of applying for a GVA (certificate of conduct) can take several weeks.

For information on types of evidence, see Section 2.89 of the Public Procurement Act.
<http://wetten.overheid.nl/BWBR0032203/2016-07-01>

The evidence consists of:

1. Extract of Trade Register (no older than 6 months see §4.3)
2. 'Certificate of Conduct for procurement' ('Gedragsverklaring Aanbesteden' -no older than 2 years)
3. Tax statement (no older than 6 months)

The Tendering Authority, to which a Tenderer submits data in order to prove that the exclusion grounds referred to in Article 2.86 or Article 2.87 do not apply to the Tenderer, also accepts data and documents from another Member State, from the country of origin of the Tenderer or from the country where the Tenderer is established, that serve an equivalent purpose or that show that the exclusion ground does not apply to Tenderer.

Please refer to <https://ec.europa.eu/tools/ecertis/search>
eCertis is the information system that helps you identify different certificates requested in procurement procedures across the EU.

4.3 Suitability Requirements

The purpose of the Suitability Requirements is to assess whether the Tenderer is suitable to fulfil the Contract in the opinion of the Tendering Authority.

By signing the annex 1 'European Single Procurement Document' (which uses the term 'Selection Criteria' to refer to the Suitability Requirements), the Tenderer declares that he complies with the Suitability Requirements as specified in this subsection of the Tender document. These Suitability Requirements are further specified in the subsequent paragraphs in this section

4.3.1 Financial and economic standing

By signing the 'European Single Procurement Document', the Tenderer declares:

- a. that he possesses sufficient financial and economic capacity to fulfil the contractual obligations;
- b. that the Tenderer is unaware of any possible claims against him that may compromise his organisation's financial-economic capacity or continuity, and that no investment is required during the Contract period that may have a similar compromising effect;
- c. that the Tenderer has a sufficient level of professional and/or statutory liability insurance for the fulfilment of the assignment and that in the event of the Contract being awarded to him, will remain sufficiently insured throughout the duration of the assignment(s).

Evidence (do not submit together with the Tender – only submit a completed annex 7 when requested to do so):

Proof of the economic operator's economic and financial standing may, as a general rule, be furnished by one or more of the following references:

- a. appropriate statements from banks or, where appropriate, evidence of relevant professional risk indemnity insurance;
- b. the presentation of financial statements or extracts from the financial statements, where publication of financial statements is required under the law of the country in which the economic operator is established;
- c. a statement of the undertaking's overall turnover and, where appropriate, of turnover in the area covered by the contract for a maximum of the last three financial years available, depending on the date on which the undertaking was set up or the economic operator started trading, as far as the information on these turnovers is available.

If the data of the Tenderer's parent/holding company is used in relation to the aspect of financial-economic capacity, then the Tenderer must provide a statement from the parent/holding company that specifies that the parent/holding company unconditionally acts as a guarantor for the obligations to be undertaken by the subsidiary company and any debts arising from the Contract incurred by the subsidiary company. The statement by the parent/holding company must be signed by a legally authorised representative.

4.3.2 Reference data (technical qualifications)

- The Tendering Authority has set the following core competences, which demonstrate experience in projects of at least equal size and scope in the last 5

years with essential aspects of the assignment: Conducting a feasibility study for urban flood protection of a complex site or area in a developing country.

- Organisation and management of three ESIA processes in international infrastructure development projects.
- Elaboration of complete tender documents including concept designs; socioeconomic and financial feasibility study for public infrastructure projects (feasibility study) in an international context.

By signing the 'European Single Procurement Document', the Tenderer declares that he has carried out at least one reference assignment for each of the core competences listed above that meets the following minimum requirements:

- The subject of the reference assignment must be comparable to the core competence in question.
- The reference assignment must have been executed or completed within the five years prior to the closing date for the submission of tenders. If the Tenderer uses an assignment that is not yet fully complete, then only the completed results of the ongoing assignment can be submitted for reference purposes: projected results cannot be taken into consideration.
- The total value of the reference assignment(s) must be at least 100.000 € (exclusive of VAT). This reference-assignment value must exclusively consist of the value of the aspects of the assignment that are equivalent to the services specified in this document. In case a series of separate yet significantly comparable assignments was carried out for the same client during the reference period, then the turnover of these separate assignments can be combined into a cumulative total.

Assignments including one or more subcontractors can only be used as reference assignments if the subcontractor(s) in question will be involved in the fulfilment of the Contract and if the Tenderer can and will make use of the knowledge and experience of the subcontractor(s) in question during the fulfilment of the assignment.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority):

You may not provide more than one reference for each core competence. If a single reference testifies to multiple competences that comply with the applicable requirements, then you can use the same reference for these different core competences.

The reference(s) must be signed by the referee (the client in question).

The references must also demonstrate that they have a value of at least 150.000 euro.

If required, the Tendering Authority reserves the right to check the accuracy and completeness of the references and to contact one or more of the reference parties without the Tenderer's involvement or permission.

4.3.3 Academic and professional qualifications (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer declares that the specified number of employees at the organisation – especially the

employees responsible for carrying out the services – possess the academic and/or professional qualifications stated below.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

The evidence must demonstrate that the Tenderer truly employs a sufficient number of staff members (i.e. greater than or equal to the minimum required number as specified in the table above) who hold the qualifications specified for each function.

4.3.4 Staff (technical qualifications)

By signing the 'European Single Procurement Document', the Tenderer must declare that his organisation's workforce includes the minimum required number of staff members that comply with each type of job profile and hold the qualifications associated. The staff that the Tenderer must have at his disposal do not necessarily have to be permanent employees: they can also be professionals with a different type of employment relationship, provided their skills and expertise are (demonstrably) available to the Tenderer during the fulfilment of the Contract.

4.3.5 Know Your Customer

The successful Bidder shall submit KYC Information according to annex 14 and substance acceptable to II.

4.3.6 Professional/trade register extract

The Tendering Authority expects the Tenderer to be authorised to practise his trade. For this reason, the Tendering Authority reserves the right to ask the Tenderer to demonstrate that he is registered in the professional register or in the trade register EU Directive 2014/24/EU in accordance with the regulations applicable in the country in which he is established.

It is also vital that the signed documents included in the Tender have been signed by a legally authorised representative of the Tenderer. For this reason, the Tendering Authority can also ask the Tenderer who is awarded the contract to demonstrate the legal validity of the signature.

Evidence (do not submit together with the Tender – only submit when requested by the Tendering Authority).

In order to establish the legal validity of the signed statements, declarations and other evidence, it is vital that a recent and up-to-date (**max. six months old**, counted from the time of submission of the Tender) extract from the professional register or trade register is provided in compliance with the provisions stipulated in Section 2.98 of the Public Procurement Act. The extract must demonstrate the legal authorisation of the signatory.

If the signatory of the statements, declarations and other evidence is not featured on the extract, then authorisation of the signatory must be provided by one of the parties featured on the extract, in the form of a statement declaring that the signatory was authorised to legally bind the Tenderer at the time that he signed the documents.

In the event that the Tender involves a collaboration (consortium), then every member of this collaboration must provide the aforementioned evidence separately.

5. Award criteria and assessment

5.1 Introduction

This Section concerns the award criteria. The Tenders are assessed based on the award criteria. Your response to the award criteria must be included in your Tender. In your response, you must take into account the requirements set in Section 3.

A maximum of 100 points can be obtained for your response to the award criteria.

Maximum points	Award criterium
43	1. The proposed approach
17	2. Quality of the team leader and deputy team leader
25	3. Quality of the project team
15	4. Total price offered (excluding all taxes)

In order to qualify, the points awarded to the sum of the three quality criteria i.e. paragraph 5.2.1 to 5.2.5) should be at least 60 points out of a maximum score of 100 for the quality criteria together. Qualifying offers (scoring at least 50 points for the quality criteria) will also be assessed on the total price offered, for which a maximum of 15 points can be obtained.

The offer related criteria are related to the quality of the offer (paragraph 5.2) and the prices/rates (exclusive of VAT) (paragraph 5.3).

The offer with the highest score, based on the sum of the points obtained for the quality criteria and for the price offered, will be selected.

5.2 Quality criteria

5.2.1 Award criteria relating to the approach

Max. no. of points available 43	Assessment aspects
15	<i>Quality of the proposed approach, overall understanding of the assignment, and elaboration of how the requested products/specifications will be realised within the specified timeframe.</i>
13	<i>Quality of the project planning and management including effective stakeholder management and quality control of services delivered.</i>
3	<i>The extent to which knowledge transfer and capacity building are incorporated into all phases of the project (from design to implementation).</i>
4	<i>The use of knowledge and experience available in Bangladesh and the development of cooperation with counterpart organisations.</i>
3	<i>Quality of the project risks for the contractor and proposed mitigation measures.</i>
4	<i>Demonstrated experience delivering projects under the Develop2Build and/or Development Related Infrastructure Investment Vehicle (DRIVE) instruments.</i> <i>The objective of the project is to arrive, in a limited period of time, at a proposal that meets both the requirements of the D2B and DRIVE instruments (or its predecessor: ORIO) as well as to demonstrate how</i>

	<i>the proposed follow up project does fit the national priorities and planning and finance structure of the Government of Bangladesh. The Tenderer, in its explanation of the planning and methodology proposed, will have to make it clear that he/she is familiar with these specific requirements either through reference to earlier projects or specific assignments that were done in the recent past.</i>
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5.2.2 Award criteria relating to Team Leader & Deputy Team Leader

In providing your response for both team leader as deputy team leader:

1. Describe the situation, your role, your actions, your advice, and results achieved. Mention in which country the intervention took place.
2. Relate your answer as much as possible to a position mentioned in your CV.

TL (KE1)

Max. no. of points available 10.5	Assessment aspects
3.5	<i>demonstrated experience in overseeing multi-disciplinary teams, including disciplines such as engineering, hydrology, spatial planning, stakeholder involvement, economic and financial analyses and environmental and social due diligence;</i>
3.5	<i>Familiarity with project planning procedures, including economic analyses, Theory of Change and Logical Frameworks, risk management and environmental and social due diligence;</i>
3.5	<i>Experience in project formulation, including policy level meetings between recipient and financier</i>

DTL (KE2)

Max. no. of points available 6.5	Assessment aspects
2,5	<i>Demonstrated experience across the infrastructure development chain: planning, design, procurement, construction, supervision and infrastructure management;</i>
2	<i>Ability to oversee and direct hydrological studies and modelling work</i>
2	<i>Substantial knowledge of Government of Bangladesh infrastructure procurement procedures;</i>

5.2.3 Award criteria relating to Project Team

In providing your response:

1. Relate your answer as much as possible to a position mentioned in your CV. Please hand in a CV.

Key Experts

Max. no. of points available 21	Assessment aspects
4.5	KE3: • Demonstratable experience in planning and implementation of large infrastructure investment activities. • Hands-on experience in interactive planning processes and in consultation processes; • Experience in stakeholder mapping; • Experience in coaching and backstopping of junior colleagues • Ability to communicate in English and Bangla
4.5	KE4: • Experience in including environmental and social safeguards (ESG) in planning and implementation of large infrastructure investment activities • First-hand experience in working with and within the institutional set-up of Bangladesh; • Hands-on experience in applying IFC-standard due diligence processes • Experience in coaching and backstopping of junior colleagues • Ability to communicate in English and Bangla
4	KE5: • Experience in including ESG in planning and implementation of large infrastructure investment activities; • Experience through the entire due diligence process; from screening and scoping to implementation of management plans, including resettlement. • First-hand experience in working with and within the institutional set-up of Bangladesh • Experience in directing survey teams and in processing survey outcomes • Hands-on experience in applying IFC-standard due diligence processes • Experience in coaching and backstopping of junior colleagues • Ability to communicate in English and Bangla
4	KE6: • Professional affinity with civil engineering and civil works • Extensive experience in using SWMM, Mike Urban and other hydrological models for one- and two-dimensional modelling; • Experience in the modelling of different infrastructure, including outfall sluices and pump houses; • Ability to communicate in English and Bangla
4	KE7: • Professional experience spanning the engineering field from problem assessment through design, implementation up to

	operation & maintenance. • Extensive experience in defining engineering solutions for hydrological problems; • Experience in the design of tidal sluices and of pumping stations; • Affinity with the requirements of tender preparation for works • Ability to communicate in English and Bangla
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Non-Key Experts

Max. no. of points available 4	Assessment aspects
4	• Project economist expert • Bachelor university qualification in relevant field • Excellent spoken and written English • Well-versed in economic and financial project appraisal • M&E Expert • Bachelor university qualification in relevant field • Excellent spoken and written English • Institutional Expert • Bachelor university qualification in relevant field • Ability to communicate in English and Bangla • Experience in conducting consultation sessions • FIDIC Expert • Bachelor university qualification in relevant field • Excellent spoken and written English

5.3 Award criteria relating to prices/rates (exclusive of VAT)

Max. no. of points available 15	Assessment aspects
15	<i>(Lowest price offered divided by own tender price) times maximum (10) points to be obtained = number of points obtained.</i>

5.4 Assessment method for qualitative award criteria

During the assessment, the assessment team will work in accordance with the following scale for the weighting of the qualitative criteria as also the quality of the budget specification criterium, that can be awarded with a maximum points of 5.

Quality of the budget specification	Weighting percentage of the maximum points available per preference
Excellent, with demonstrable added value	100%
Very Good	90%
Good	80%
Very Satisfactory	70%
Satisfactory	60%
Almost Satisfactory	50%
Unsatisfactory	40%
Very Unsatisfactory	30%
Poor	20%
Very Poor	10%
No response provided	0%

5.5 Assessment of preferences in relation to prices/rates

The allocation of points for the criterion total price in the offer (excluding VAT) depends on the total price in euros, excluding VAT. For the conversion of the award criterion "price" to points, a linear function is chosen. The score for price results from a formula. A maximum score of 10 points can be obtained for the "price" component.

Offers with a price above the stated maximum of € 770,000 (EUR, excluding Dutch taxes) will be excluded.

Offers with a price of or below € 670,000,- (excluding VAT) will get 15 points.

The points awarded for the total price will be based on the following formula:

To assess your price, the absolute assessment method 'weighted points method' is used in this Tender. With this method, the price you offer is converted into a score. The range from minimum price to maximum price for the hours indicated for deployment per type of employee per year (see Price sheet, Annex 2) is indicated. The hourly rates must include all additional costs such as office costs and travel costs, etc.

The graduated discount has already been deducted to determine the total amount (calculation value). This fictitious registration price is exclusive of VAT.

If your price offer is equal to the specified minimum price or lower, you will receive the maximum score on the award criterion price. If your price is equal to the specified maximum price or higher, You will get 0 points.

Calculating your score

The formula we use to determine your score is as follows:

$$= (0 - \text{Maximum Points}) / (\text{Maximum Price} - \text{Minimum Price}) * (\text{Registration Price} - \text{Maximum Price})$$

Maximum number of points to be obtained = 15

Registration price = calculation value

Maximum price = €770,000

Minimum price = € 670,000

With a price of € 670,000 or lower, you will receive 15 points.

With a price of €770,000 you will receive 0 points.

6. Assessment of the Tender

6.1 Assessment of the Tender's completeness and legal validity

The Tender will be assessed according to the following procedure. The Tendering Authority will check whether:

1. all required documents have been provided (see the checklist in the subsection 'Structure and content of the Tender' in Section 7);
2. the information is correct and complete, and no adjustments have been made to the documents provided by the Tendering Authority;
3. no provisos have been made by the Tenderer (e.g. specifying that the Tenderer's own terms and conditions apply);
4. the 'European Single Procurement Document' has been completed in full and has been legally signed.

In the event that the aforementioned requirements have not been complied with, the Tender will be excluded from assessment and further participation in the tendering process, unless rectification is permitted within the boundaries of public procurement legislation.

6.2 Assessment of requirements relating to the assignment

Subsequently, the Tender's compliance with the requirements to the assignment (see Section 3) will be assessed. Any Tenders that do not comply, will be excluded from further participation in the tendering process.

6.3 Assessment of award criteria relating to the assignment

Subsequently, all Tenders not excluded from the tendering process, will be assessed according to the award criteria stipulated in Section 5.

6.4 Determination of definitive total score

The Contract will be awarded according to the principle of the Most Economically Advantageous Tender. The Most Economically Advantageous Tender is the Tender that achieves the highest definitive total score based on the best price-quality ratio

The Tenderer's definitive total score will be rounded to one decimal place. No scores will be rounded off until the moment that this definitive total score is determined. If two or more Tenderers have an equal definitive total score that would result in the Tendering Authority having to award the Contract to more parties than is desired, then the Tendering Authority will award the Contract to the Tenderer with the highest final score for the sum of subcriteria "Quality of the proposed approach" and "Quality of the project planning and management" mentioned in 5.2.1. In the event that the highest scoring Tenderers also achieve an equal score for this subcriterion, then determination of the Tenderer to which the Contract will be awarded will be made by drawing lots.

6.5 Assessment of evidence

At the moment that the Tenderer legally signs the 'European Single Procurement Document' and submits the Tender, the Tenderer is not (yet) required to provide any evidence, unless expressly asked to do so in this Tender document.

By signing the 'European Single Procurement Document' and submitting his Tender, the Tenderer agrees that at a later date, the Tendering Authority is entitled to request that the winning Tenderer provides the required evidence.

Upon awarding the Contract, the Tendering Authority will only request evidence from the winning Tenderer. The Tendering Authority is entitled to request this evidence at an earlier stage and from all Tenderers if it believes such a course of action is necessary to facilitate the progress of the tendering process.

The evidence must demonstrate that the Tenderer indeed complies with the content of both the 'European Single Procurement Document' and the Tender. Following the Tendering Authority's request to provide the evidence, the Tenderer has 15 (fifteen) calendar days to hand over the required evidence. If the Tendering Authority does not agree with the content and/or validity of one or more of the pieces of evidence provided by the winning Tenderer, then this could result in the winning Tenderer being excluded from further participation in the process. In such cases, the Tendering Authority will inform every Tenderer of this situation. When necessary the Tendering Authority will then determine the next Most Economically Advantageous Tender. The score of the Tenderer that has just been excluded will be removed. The calculations will then be carried out once more and a new ranking will be created. The award process will then be conducted again.

In the event a winning Tenderer does not qualify for the definitive award of the Contract, then all Tenderers will be notified of this and the consequences thereof concerning the award of the contract.

7. Submission procedure for Tenders

7.1 Statement of agreement

By submitting a Tender, including the 'European Single Procurement Document', the Tenderer explicitly consents to all requirements and conditions stipulated in this Tender document and the Memorandum of Information and declares that he will continue to comply therewith throughout the entirety of the contract period. Furthermore, the Tenderer confirms that he will comply with all of the specified prices and rates, including any agreed indexation. Failing to comply with one or more requirements will result in his Tender being disqualified from the assessment process and therefore excluded from the tendering process.

7.2 General Procedure

This tendering process will be carried out in compliance with the Public Procurement Act. In this case, the 'open procedure' was selected. An announcement thereof was published on TenderNed (www.tenderned.nl) and on Tender European Daily (TED).

In the event that a Tender is not submitted in accordance with the provisions and regulations stipulated in this section, the Tendering Authority can set aside the Tender and exclude the Tenderer from further participation in this tender procedure.

7.3 Communication

All communication relating to this tender procedure will be conducted via TenderNed (www.tenderned.nl), unless otherwise specified.

Once you have indicated your interest in this invitation to Tender on TenderNed, you can send and receive messages about this tender process via 'My Tenders'. Any questions concerning the tender process can be sent to the Tendering Authority's contact person via TenderNed.

You will receive messages via TenderNed. Via your personal TenderNed settings, you can turn on automatic notifications, including notifications to your private email address. It is your responsibility to ensure that these emails are not blocked by your email provider's security system.

If the communication cannot be conducted via TenderNed, you can contact procurement@investinternational.nl

Attempts to directly contact parties other than the contact person stated above in relation to this tender process are prohibited.

If you have any functional or technical questions regarding TenderNed, you can contact the TenderNed service desk on weekdays between 08:30 and 18:00 CET on 0800-8363376 (for free). Calling from abroad? +31 70 379 88 99. Or via servicedesk@tenderned.nl. You can also consult the eHandbook via [TenderNed for foreign businesses | TenderNed](#)

eHerkenning

All TenderNed users affiliated with a *Dutch* company registered with the Dutch Chamber of Commerce are obliged to log in and register using eHerkenning.

This obligation does not apply to companies not registered in the Netherlands.

Visit <http://www.tenderned.nl/eherkenning-en-tenderned-0> for more information about eHerkenning, including the terms and conditions. You are responsible for any consequences arising from the failure to register with eHerkenning in a timely manner.

7.4 Questions and additional information/changes

During the procedure, you have the opportunity to ask questions. Ask your questions as soon as possible. All questions will be answered anonymously. The Tendering Authority can answer your questions via TenderNed in two ways:

- Via one or more Memoranda of Information.
- By means of the TenderNed 'Questions and Answers' facility.

The deadline for submission of your questions is specified in the schedule (see section 1.3). In any event, all questions asked will be answered at least 10 days prior to the deadline for submission of the Tender.

Submitting a question to the Tendering Authority

Questions are to be asked via TenderNed. See [Submitting a tender in an open procedure | TenderNed](#)

All questions and answers will be published anonymously for all interested parties to view. If you have a compelling reason why you do not wish your question (and its answer) to be revealed to the other interested parties, then tick the 'Answer Individually' box. However, the Tendering Authority will decide whether or not to process your question individually.

Answers from the Tendering Authority

The Memoranda of Information are an integral part of this Tender document. The Tendering Authority assumes that all sections for which no questions have been asked have been clearly and fully understood.

7.5 Validity period and submission of Tender

The Tender must be valid for at least the four months after the deadline for submitting the Tenders. In the event that an application for a preliminary injunction is filed with the competent court in The Hague against the award decision, then the Tenderers must in any event ensure that their Tenders are valid until four weeks subsequent to the initial decision by the court.

7.6 Variants on Tender

Upon submitting a Tender in accordance with the Tender document, the Tenderer is not permitted to submit a variant of this Tender

7.7 Costs of submitting a Tender

The Tendering Authority will not reimburse any Tenderers for any costs resulting from the drafting and submitting of a Tender, including any further information requested of the Tenderer.

7.8 Termination of tendering process

Until the moment that the Contract is signed, the Tendering Authority reserves the right to partially, fully, temporarily or permanently terminate the tendering process. In such cases, Tenderers will not be entitled to receive compensation for any costs incurred by them in connection with this Tender, unless the Contracting Authority is of the opinion that a (small) contribution to the tender costs is appropriate in view of the circumstances.

7.9 Order of precedence of documents

In the event of inconsistencies between the Tender document and the Memorandum of Information, the Memorandum of Information takes precedence. In the event that there are multiple Memoranda of Information, then the provisions in the most recent Memorandum of Information takes precedence in the event of inconsistencies between the different Memoranda.

7.10 Information about the Tenderer's obligations

The Tenderer must take into account his obligations relating to environmental, social and employment law in compliance with article 2.81 paragraph 2 of the Public Procurement Act.

Information on obligations resulting from Dutch legal provisions with regard to taxes, environmental protection, occupational health and safety and terms of employment that will be applicable to the Tenderer's activities throughout the Contract period is available from the following sources:

- Information on taxes: the Dutch Tax and Customs Administration: (www.belastingdienst.nl).
- Provisions concerning environmental protection: the Ministry of Infrastructure and Water Management (www.rijksoverheid.nl).
- Provisions pertaining to occupational health and safety and terms of employment: the Ministry of Social Affairs and Employment: (www.rijksoverheid.nl).

7.11 Inconsistencies and objections

If the Tenderer is of the opinion that the documents contain inconsistencies, errors or matters that are unclear or if the Tenderer has any objections, then the Tenderer must report this to the contact person in writing, including substantiation.

7.12 Complaints procedure

If a Tenderer disputes a response given by the Tendering Authority to a question, request, comment or objection from the Tenderer, or if the Tenderer receives no

response, then he can submit a complaint. More detailed information on this matter can be found in the 'Complaints Procedure' annex.

7.13 Dispute resolution

In addition to the provisions in the 'Complaints Procedure' subsection, any dispute arising from this tendering process can be presented to the Public Procurement Experts Committee (www.commissievanaanbestedingsexperts.nl) and/or to the competent court in The Hague. Dutch law applies exclusively to such proceedings.

7.14 Submission of a Tender

The deadline (date and time) for submission of Tenders is stipulated in the 'Time schedule' (1.3) and it is a final deadline.

- In order to submit a Tender, you must register with TenderNed. One or more registered users must be connected and authorised to submit the Tender via TenderNed on behalf of your company.
The Tendering Authority advises that you start the TenderNed registration process immediately rather than postponing it until the tendering period is coming to a close. Upon registering your organisation, you must add your Tender via TenderNed's announcements platform.
- For more information on registering and establishing your organisation with TenderNed and digital submission of your Tender, visit <https://www.tenderned.nl/cms/english/six-steps-bidding-public-procurement-contracts-online-through-tenderned>.
- Only Tenders that have been submitted to the digital safe for this invitation to Tender either prior to or on the day of the deadline (prior to the time of the deadline) will be processed by the Tendering Authority.
- The time and date as displayed on the digital countdown clock in TenderNed serves as the definitive deadline for the submission of Tenders.
- The Tendering Authority is only able to see the Tenders once the digital safe opens in TenderNed. This safe can only be opened upon expiry of the deadline for the submission of Tenders.
- In the event you have technical issues or questions regarding submission of your Tender via TenderNed, you can contact the TenderNed service desk via servicedesk@tenderned.nl or +31 (0)70-3798899. If you believe that the TenderNed service desk is taking too long to answer your question or comment, then you can contact your contact person within the Tendering Authority.
- Any risks resulting from late submission of the Tender and/or submission of an incomplete Tender is borne by the Tenderer.
- The Tendering Authority is neither responsible nor liable for any consequences resulting from a Tender that is submitted too late, incorrectly or incompletely.

The Tendering Authority will treat confidential information provided by the Tenderer with due care.

7.15 Structure and content of the Tender

The Tender must be submitted entirely via TenderNed and the 'European Single Procurement Document' must be legally signed.

You can use the following checklist during the submission of your quotation:

Subject	Description	Action required from Tenderer
Annex 1	European Single Procurement Document*	Fill in, legally sign and add to TenderNed
Award criteria (Chapter 3 & 4)	Tender, including a general response to the Tendering Authority's award criteria.	Add to TenderNed
Annex 2	Prices and rates included in the quotation	Add to TenderNed

* See Subsection 7.3.16 in the event your Tender is submitted in collaboration with other companies.

7.16 Legally binding signature

A legally binding signature means that a document has been signed by a duly authorized representative. If it is recorded in the professional or company register that two or more persons only have joint powers of representation, then the documents requiring a legally binding signature must be signed by those two or more persons. If any restrictions are in place regarding the authorization to represent the organization, then these must be taken into account.

Where a legally binding signature is required, the Contracting Authority accepts, as an alternative to an original handwritten signature, also the qualified electronic signature within the meaning of article 3: 15a of the Civil Code (or EU Regulation no. 910/2014, article 3, part 12).

Please note: it is not possible to sign the European Single Procurement Document with a qualified electronic signature immediately. You can provide the ESPD with a handwritten signature or you must make a digital PDF printout of the PDF form, after which the qualified electronic signature can be placed on this digital PDF printout.

The lack of a legally binding signature in principle will lead to exclusion from the tendering procedure. In that case, however, you will be given one single opportunity to correct it within 48 hours.

7.17 Submission of a Tender in collaboration with other organisations

If you cannot carry out the assignment independently, you can set up a collaboration with other organisations.

There are two ways in which you can submit a Tender in collaboration:

- 1) As a consortium in which each member of the consortium is jointly and severally liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the Contract.

- 2) In a principal contractor-subcontractor structure in which the Contractor is liable for the fulfilment of all obligations, including the obligations that will be subcontracted.

7.17.1 Tendering as a consortium

If a Tender is submitted by a consortium, then:

- Every member of the consortium must fill in and legally sign a separate 'European Single Procurement Document', which also includes a specification of who the consortium members are (see Part II of the 'European Single Procurement Document').
- Indicate the role each member plays within the consortium. In the 'European Single Procurement Document', you must indicate who is in charge of the consortium (who is lead manager) and will act as its authorised representative.
- All organisations in the consortium accept joint and several liability for the fulfilment of the obligations arising from the Tender and the eventual fulfilment of the Contract.
- If a consortium member relies upon the capacity of another entity in order to demonstrate compliance with the applicable Suitability Requirements, then the entities in question must complete and sign Part II C of the 'European Single Procurement Document' (in compliance with the provisions specified below in the subsection 'Submitting a Tender together with subcontractors' in the eventuality that subcontractors are obliged to demonstrate their capacity).
- Every member of the consortium, for their part, must provide the evidence requested for the Tender.

7.17.2 *Submitting a Tender as a principal contractor together with subcontractors*

If the principal contractor does rely on the capacity of subcontractors in order to demonstrate compliance with the applicable Suitability Requirements, then:

- the subcontractor(s) in question must also complete and legally sign Part II C of the 'European Single Procurement Document'.
- The principal contractor is fully liable for the fulfilment of the obligations arising from the Tender as well as the fulfilment of the contract (if awarded). In addition, the principal contractor is liable for the fulfilment of the obligations for which he has hired the subcontractor(s).
- All completed and legally signed 'European Single Procurement Document' forms must be added to the Tender.
- Upon the award of the Contract, the Tendering Authority will request – prior to the commencement of the Contract – that the winning principal contractor provides the following information: the name, contact details and legal representatives of the subcontractor(s) that will be involved in the execution of the provision of the services.

If a Tender is submitted by a principal contractor that does not rely upon the capacity of any subcontractors, then only the principal contractor is required to complete and legally sign Part II D of the 'European Single Procurement Document'.

7.18 Single Tender

All natural persons, legal entities and organisations may only submit one (1) single Tender (either individually or in combination with other natural persons, legal entities and/or organisations).

Tenderers who are mutually connected via a relationship of dependence (group link) are permitted to participate separately in this tendering procedure. However, this is on the express condition that they participate as competitors in this tendering process. For this purpose, they must demonstrate that their mutual relationship has not influenced their behaviour within the scope of this tendering procedure nor has it restricted fair competition.

By submitting a Tender, the Tenderer in question agrees to this condition.

7.19 Violation of the fundamental principles of procurement law and restriction of fair competition

Any Tenderer whose actions violate a fundamental principle of procurement law (such as the equality principle), the result of which restricts or could restrict fair competition, will be excluded from this tendering procedure. This is also the case if the violation or the restriction of fair competition only comes to light after the announcement of the award of the Contract to all Tenderers. Prior to making the decision to exclude the Tenderer in question, the Tendering Authority will notify the Tenderer of this intention, at which point the Tenderer will be given the opportunity to demonstrate to the Tendering Authority that no violation of a fundamental principle of procurement law or restriction of fair competition has taken place.

By submitting this Tender, the Tenderer declares his awareness that actions contravening any fundamental principle of procurement law can result in the aforementioned consequences. The Tendering Authority can use all resources available to him in order to identify any violation of the fundamental principles of procurement law or the restriction of fair competition. A judicial decision will not be a necessary requirement in such cases.

7.20 Communication and language

During the tendering process, communication with the Tendering Authority must be conducted in English. The Tender must be submitted in English.

Additional documents (such as informational materials etc.) can also be provided in English

During the fulfilment of the contract, communication must be conducted in English.

7.21 General terms and conditions

The applicability of any of the Tenderer's general terms and conditions concerning delivery, payment and/or any other matters is explicitly excluded. The General Government Terms and Conditions apply to the Contract.

7.22 Contract conditions

The draft Contract, and the corresponding General Government Terms and Conditions are included in the annexes. The Tenderers have the opportunity to ask questions, make comments and propose textual amendments.

The Tendering Authority is free to accept or reject the proposed textual amendments. The Tendering Authority will indicate whether or not the proposals have been accepted or rejected in the Memorandum of Information. By submitting the Tender, the Tenderer declares his consent to the (possibly amended) Contract. Only the definitive Contract will apply during the execution of the assignment.

7.23 Explanation and verification of the Tender

The Tendering Authority can request that the Tenderer explains his Tender in greater detail and/or provide substantiating documents. The Tendering Authority is entitled – although not obliged – to check the accuracy of all data and statements submitted within the scope of the Tender.

7.24 Request for supplementary information concerning the Tender

The Tendering Authority can ask Tenderers to provide supplementary information and/or clarification of their Tender.

7.25 Announcement of the award of the Contract

All Tenderers will receive a message simultaneously that announces the award of the Contract and substantiates its decision. All Tenderers are entitled to request further information regarding this decision from the Tendering Authority.

7.25.1 Standstill period

All Tenderers and stakeholders who dispute the award of the Contract and/or the verbal/written substantiation thereof can apply for a preliminary injunction at the competent civil court in The Hague. This must be done no later than 20 calendar days subsequent to the sending of the digital notifications concerning the award of the Contract. Upon expiry of this period, no more applications for a preliminary injunction can be submitted. In the event a Tenderer applies for a preliminary injunction, we kindly request that you send a copy of the summons to the Tendering Authority.

On the grounds of Section 2.129 of the Public Procurement Act the award of the Contract does not yet mean the Tenderer's Tender has been accepted. For the 20 calendar days subsequent to the sending of the digital notification of the award of the Contract, the Tendering Authority is not permitted to definitively award the assignment by concluding the Contract.

If a preliminary injunction is applied for during these 20 calendar days, then a waiting period will be required pending a judgement in the preliminary injunction proceedings. The judgement will serve as the basis for further decision making by the Tendering Authority.

If preliminary injunction proceedings are brought against the award of the Contract, then the Tendering Authority will notify the Tenderer of this fact. The Tenderer must

ensure that his Tender remains valid for at least four weeks subsequent to the judgement in the preliminary injunction proceedings.

Interest in relation to the judgement

Tenderers who have an interest in the judgement in these preliminary injunction proceedings can only engage in these proceedings by means of intervention or joinder. The Tenderer cannot initiate separate proceedings or other judicial proceedings.

Annexes

The following annexes constitute an integral part of this Tender document. These annexes were published together with the Tender document.

Annex 1: European Single Procurement Document
Annex 2: Prices/Rates
Annex 3: Model Agreement
Annex 4: Terms and conditions Invest International jan. 2022
Annex 5: Complaints Procedure
Annex 10: Proposed interventions
Annex 11: Project management and organisation
Annex 12: Guidance on Due Diligence
Annex 13: (Pre-) Feasibility Study Elements
Annex 14: KYC Requirements
Annex 15: Invest International recognized stock exchanges
Annex 16: Guidelines ToR ESIA

IMPORTANT NOTICE!

Annex 6, 7 and 8 are only available upon request by the Bidder to the Contracting Authority. A signed NDA (Annex 9) is to be enclosed with this request.

A request with signed NDA can be sent to procurement@investinternational.nl

Annex 6: Water as Leverage, Natural Drainage Solutions for Khulna City- Final Report – May 2019
Annex 7: Khulna as a water inclusive enclave – Water as Leverage conceptual designs – May 2019
Annex 8: Feasibility Study in Khulna including Climate Risk Assessment and Environmental and Social Impact Assessment – Final Report – August 2021
Annex 9: Non Disclosure Agreement

Annexes 1,2,3,4,5, 9 & 10 are separated documents

Annex 11: Project management and organisation

Responsible organisation

During the Study phases, IIPP is the contracting authority for the contractor, while KCC, through its Project Management Unit, is the Client. Close affiliation with KCC's PMU is important, as KCC will be the contracting authority responsible to commission the works and the accompanying actions that are to be proposed by the Study.

During the third phase, the contractor will prepare guidance to help KCC assume its role as contracting authority for the implementation of the project. KCC, however, is responsible to ensure that its procurement procedures and the individual procurement packages are non-objectionable by the co-financiers of the Project, potentially DRIVE.

Management structure, roles and responsibilities

The Study will be jointly governed by IIPP, the contracting authority and by KCC. It is envisioned that after the study and once financing for project implementation is secured, KCC will be the implementing agency and contracting authority.

IIPP will commission the Feasibility Study contractor, who in its everyday duties will maintain close coordination with the Project Management Unit established by KCC for the purpose of the Study. Coordination with other departments and with representatives of IIPP is organised by KCC and the PMU at their respective levels. The Technical Committee will be chaired by the Chief Engineer KCC and will safeguard coherence between plans and technical insights of the concerned departments and entities. It supports the Project Management Unit using the combined expertise of its members. An Advisory Committee will be chaired by the KCC Mayor, where key stakeholders will be able to think along with project outcomes developed by the contractor and can decide on key project outputs (for example deciding preferred alternatives) and on key project conditions (e.g. deciding on enforcement of land zoning). The Advisory Committee is to secure a clear commitment among local stakeholders/decision makers and supports the KCC in its dialogue with IIPP. The Figure below visualises the management structure for the Study. The horizontal lines therein stand for dialogue, wherein the entities strive to reach the best possible outcome. Key issues on which consensus is not reached are deferred to the higher level. The composition of the PMU and both committees is included below.

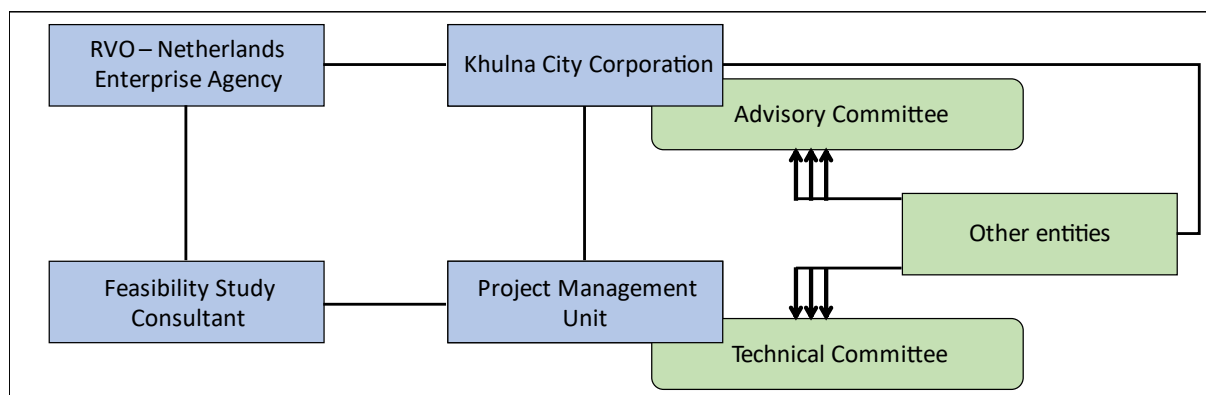


Figure: Relationship diagram – management structure

The following table identifies the key stakeholders and describes their roles and responsibilities towards the Feasibility Studies

Table: Roles and responsibilities of key project partners and stakeholders

Institution	Roles and responsibilities	TC	AC
IIPP	Contract Authority for study; overall supervision of implementation related tasks in collaboration with KCC and consultant team.	M	O
Khulna City Corporation (KCC)	Competent Authority for Study. Responsible to (i) set-up a Project Management Unit, (ii) convene advisory and technical committees, (iii) facilitate the performance of the Study Consultant (iv) support organizing local level consultation, dialogue, meeting, training events (v) providing technical and advisory inputs on the study (vi) quality review of the study (vii) facilitate necessary communication and liaison with relevant ministries and government agencies including local partners, (viii) provide in-kind logistics and administrative supports .	C	C
External Relations Division, Ministry of Finance	Coordinate provision of external resources with country development agenda and financial planning;		
Embassy of the Kingdom of The Netherlands	Ensure decisions on the study are aligned with EKN policies and priorities as well as wider bilateral BD-NL relations; attend in high-level learning, sharing and dialogues sessions with the ministries and government agencies at national level (if required)	M	O
Khulna District Administration	Coordinate development activities in Khulna District, facilitate priority land transactions; provide necessary data and information on “khas land” and natural rivers and canals; attend in different coordination meetings; and provide inputs on the findings of the study (if required)		M
Khulna Development Authority (KDA)	Ensure inclusion of to-be-proposed Project with the Urban Master Plan and enforce related land zoning and land use rules; provide	M	M

	technical and advisory inputs on the study; integration of the development proposals in the Master Plan.		
Department of Environment (DOE)	Assess Environmental and Social clearance readiness, issue clearance certificate; ensure representation in different coordination and technical meetings; provide technical feedback on the findings of the study		M
Khulna Agricultural University (KAU)	Coordinate and share drainage storage and retention plan and strategy on future campus with the consultant team and KCC		M
Civil Society	One representative, to be selected. Ensure representation of citizen's interest during project planning and implementation by attending different meetings, survey related tasks and result sharing and validation workshops.		M
NGOs	Two representatives, to be selected. Ensure representation of vulnerable groups' and environmental interests during project planning and implementation; attend in different meetings, survey related tasks, training and workshops; provide technical inputs on the findings		M
Khulna University (KU)	Represent the academia in the preparation of public decisions with respect to urban planning; provide technical and advisory inputs on the findings of the study	M	
Khulna University of Engineering and technology (KUET)		M	
Khulna Water Supply and Sewerage Authority (KWSA)	Ensure synergy between the to-be-developed project and urban water supply, sanitation and integrated stormwater system development by KWSA; provide specific inputs (both technical and advisory) on water related issues; share future strategies for water resource management in KCC area; maintain coordination with KCC and the consultant team;	M	M
Bangladesh Water Development Board (BWDB), Khulna O&M Division	Ensure synergy between the to-be-developed project and the management of water resources within a regional perspective; provide specific inputs (both technical and advisory) on natural drainage system; share future strategies for natural drainage development strategies in KCC area; maintain coordination with KCC and the consultant team; ensure the development proposals from the findings are aligned with their on-going and future development proposals to avoid duplication	M	M
Local Government Engineering Department (LGED), Khulna	Ensure coherence of the to-be-developed project with other planned and ongoing public works of LGED; share the findings of similar project with the consultant team and KCC; provide technical and advisory inputs on the design and construction related issues identified through the study; ensure the development proposals from the findings are aligned with their on-going and future development proposals to avoid duplication	M	

TC: Technical Committee, AC: Advisory Committee, C: Chair, M: Member, O: Observer

PMU and Committee Members

Signatory from the ERD, Ministry of Finance

- Fatima Yasmin, Secretary or
- Mirza Ashfaqur Rahman, Joint Secretary, European Wing

Composition of the Project Management Unit

- Mr. Talukder Abdul Khaleque, Honourable Mayor, KCC
- Mr. Md. Azmul Haque, Chief Executive Officer (in Charge), KCC
- Mr. Azaz Morshed Chowdhury, Chief Engineer, KCC
- Mr. Md. Liaqat Ali Khan, Executive Engineer, KCC
- Mr. Moshuazzaman Khan, Executive Engineer, KCC
- Mr. Md. Abdul Aziz, Chief Conservancy Management Officer, KCC
- Mr. Abir Ul Jabbar, Chief Planning Officer, KCC
- Ms. Rezbina Khanam, Architect, KCC
- Mr. Moniruzzaman, Sub-Assistant Engineer (Planning)

Composition of the Advisory Committee

- Mayor, KCC - Chair
- Chief Executive Officer, KCC – Member Secretary
- Deputy Commissioner (DC), Khulna – Member
- Director/Representative, Department of Environment (DoE), Khulna – Member
- Director of Planning & Development of Khulna Agricultural University – Member
- Chairman, Khulna Development Authority (KDA) – Member
- Managing Director, Khulna Water Supply and Sewerage Authority (KWASA), Khulna – Member
- Additional Chief Engineer, Bangladesh Water Development Board (BWDB), Khulna – Member
- Chief Engineer, KCC – Member
- Chief Planning Officer, KCC – Member
- 1 Representatives of Civil Society (Press Club and Khulna Development Campaign), Khulna-Member
- 2 Representatives from NGO (working on water related issues) – Member
- Representatives of IIPP/D2B, WAL, Government of Netherlands – Observer

Composition of the Technical Committee

- Mr. Azaz Morshed Chowdhury, Chief Engineer, KCC – Chair
- Mr. Abir ul Jabbar, Chief Planning officer, Khulna City Corporation, Khulna – Member Secretary
- Representatives of IIPP/D2B, WAL, Government of Netherlands – Member
- Planning Officer, Khulna Development Authority (KDA) – Member
- Head, Urban & Rural Planning Discipline, Khulna University (KU) – Member
- Head, Civil Engineering Department, Khulna University of Engineering and technology (KUET) – Member

Annex 12: Guidance on Due Diligence

Inevitably the project and its construction will have an Environmental and Social impact, be it positive or negative. Both impact needs to be properly identified, mitigated and monitored. The key process elements of environmental and social due diligence consist of (i) initial screening of the project and scoping of the assessment process; (ii) examination of alternatives; (iii) stakeholder identification (focusing on those directly affected) and gathering of environmental and social baseline data; (iv) impact identification, prediction, and analysis; (v) generation of mitigation or management measures and actions; (vi) significance of impacts and evaluation of residual impacts; and (vii) documentation of the assessment process (i.e. ESIA report).

(ESMP is part of the ESIA, including an estimated budget for implementing the ESMP).

The environmental and social due diligence must conform to the requirements of the host country's environmental and social assessment laws and regulations, including the relevant disclosure of information and public consultation requirements and must meet the IFC Performance Standards (2012). This annex describes the points of attention related to the Environmental and Social context of the project that need to be taken into account by the contractor hired to conduct the D2B study.

Local rules and regulations: EIA Procedure Bangladesh

The Ministry of Environment, Forest and Climate Change (MoEF) is the principal Government institution to deal with the environmental activities in Bangladesh. It is the final body for all matters relating to National Environmental Policy and regulatory issues. It plays key roles in planning, reviewing, monitoring and environmental initiatives and ensuring that environmental concerns are properly handled. MoEF supervises the Department of Environment (DoE) and can also formulate policies and rules.

The Department of Environment (DoE) is the responsible body for implementing and enforcing EIA. Under the provision of the Environment Conservation Act, 1995, DoE and its six divisional offices, are authorised to review and approve the EIA reports and to process and issue environmental clearance for all types of industrial units and projects. They are also mandated to formulate environmental guidelines and advise the Government to reject manufacturing processes, materials and substances likely to cause environmental pollution.

The Environmental Conservation Act makes mandatory provisions for environmental clearance of all industrial units and projects, amended in 2010. In 2000, the Environment Court Act (Act No. 11 of 2000) which also contains amendments to the Environmental Conservation Act was issued and further amended in 2002. Environmental Conservation Rules (1997) provide a procedure for granting environmental clearance under article 7. These rules were issued by the Minister in charge of the environment and forestry. The last amendments were made in 2012.

The proponent first sends an activity proposal to DoE to form the basis of screening. Screening is based on a list contained in Schedule I of the Environment

Conservation Rule (ECR, 1997). Based on the project features, DoE categorises the project in any of 4 categories based on location and impact on the environment (a location clearance is required for location and an environmental clearance is required for environmental impacts). These categories include green, orange A, orange B, and red. Red projects require a full EIA. For Red category projects, the DoE prepares a Terms of Reference in conjunction with the proponent which is used by the proponent to prepare an EIA. An EMP should also be part of the EIA. There are provisions for sensitive/ecologically critical areas. The ECR (1997) gives the government the mandate and guidance in declaring certain areas sensitive/ecologically critical. In such cases a full EIA is required.

Review is internal as the DoE is responsible for it. DoE has constituted a technical committee comprising of the Director (Technical), Deputy Director (Research), Joint Director (Biodiversity) and Project Coordinator (Infrastructure Development Company Ltd, a state owned entity, IDCOL). Files are forwarded by the Divisional office to the Environmental Clearance Committee of the DoE in Dhaka, and then passed to the Director General of the DoE for final clearance. Article 11 of the Environmental Conservation Rules prescribes that for projects under category Red, the EIA report shall be approved or the application for an environmental clearance certificate shall be rejected within 60 working days from when the EIA report was submitted.

There are EIA-related guidelines, which are not legally binding though. These include: (a) EIA guidelines for Industries by the Department of Environment 1997; (b) EIA guidelines on water sector, prepared under the Flood Action Plan, 1992 and updated in 2003; The Water Resources Planning Organisation (WARPO) and the Local Government Engineering Department (LGED) have developed their own EIA guidelines.

There are no legal requirement for public consultation during EA process or even for provision of information to affected people. The Environmental Conservation Rules do not mention public nor community. However, different guidelines such as the water sector guidelines suggest public participation at the early stage of EIA study and recognise the need to consider socio-cultural, physical and biological impacts. According the EIA guidelines for industries, opportunities for the public to participate are under the discretion of the Director General of DOE. Depending on the outcome and the possible needed interventions of the D2B project this project is expected to be classified as a category A project. This will become clear during execution of the Develop to Build studies. The government of Bangladesh will ensure that the project is in line with the local and international environmental and social rules and standards.

IFC Performance Standards

The project has several sub-projects with varying project life cycle. During the entire lifecycle, each of the sub-project would have different degrees of impact on the environment and society. In the following section these likely/potential impacts and mitigation measures are presented in brief, following the International Finance Corporation's Performance Standards. These IFC performance standards reflect inter alia World Bank Environmental Health and Safety (EHS) guidelines. Most international financiers of infrastructure investments adhere to the IFC performance

standards; and they let the IFC standards prevail where relevant country laws, regulations and policies are found to be more lenient.

There are eight separate Performance Standards dealing with the main sustainability aspects of a project. The first Performance Standard, Assessment and Management of Environmental and Social Risks and Impacts, requires to carry out an integrated assessment to identify the environmental and social impacts as well as risks, and opportunities related to their projects. The establishment of an environmental management system to manage environmental and social performance throughout the life of the project is also demanded.

The other Performance Standards 2 through 8, describe potential environmental and social risks and impacts that require particular attention; they set out objectives and requirements to avoid, minimise and compensate (usage of the mitigation hierarchy) for impacts to workers, affected communities and the environment. It is expected – but to be confirmed by the D2B study that for the Khulna drainage investments the IFC performance standards 1 – 6 are triggered, while standards 7 and 8 would not apply.

IFC PS 1: Assessment and management of environmental and social risks and impacts

Where environmental or social risks and impacts are identified, it is required to manage them through its Environmental and Social Management System (ESMS) consistent with Performance Standard 1. Performance Standard 1 applies to all projects that have environmental and social risks and impacts. Gap analysis between IFC Performance Standards and applicable local laws and regulations including corrective measures to overcome gaps and responsibilities of each party to do so is also part of IFC PS 1.

Among the various sub-project, the subproject that centres on creation of water reservoir for permanent or temporary storage and retention/diversion of storm water/runoff would require clearance of encroachment on natural canals, re-excavation, deepening, widening and lining of canals and creation of water storage basin. Many of these activities would affect the environmental system and sub-systems which need to be thoroughly studied. From FastTrack assessment it is found that top soil erosion would take place and the downstream areas could experience localised siltation which could affect the productivity of agriculture and aquaculture. The project detailed design should incorporate an appropriate environmental and social management system (ESMS) which would monitor, review and employ various mitigation measures to lower the impact if complete avoidance is not possible. While designing and implementing the ESMS system KCC need to ensure participation of other stakeholders. The Urban Planning unit of KCC or other unit whoever would be in charge of dealing with ESMS need to have relevant knowledge and skills.

Stakeholder engagement is an ongoing process that may involve, in varying degrees, the following elements: stakeholder analysis & planning, disclosure and dissemination of information, consultation and participation, grievance mechanism, and ongoing reporting to Affected Communities.

For the project a Stakeholder Engagement Plan should be developed and implemented that is scaled to the project risks and impacts and development stage, and be tailored to the characteristics and interests of the Affected Communities. Where applicable, the Stakeholder Engagement Plan will include differentiated measures to allow the effective participation of those identified as disadvantaged or vulnerable. When the stakeholder engagement process depends substantially on community representatives. Every reasonable effort has to be made to verify that such persons do in fact represent the views of Affected Communities and that they can be relied upon to faithfully communicate the results of consultations to their community members.

In cases where the exact location of the project is not known, but it is reasonably expected to have significant impacts on local communities, the client will prepare a Stakeholder Engagement Framework, as part of its management programme, outlining general principles and a strategy to identify Affected Communities and other relevant stakeholders and plan for an engagement process compatible with this Performance Standard that will be implemented once the physical location of the project is known.

IFC PS 2:Labour and working conditions

The water storage sub-project and the sub-project that aims to build a new 10-vented sluice on the south end of Moyur river close to the existing 10-vented sluice of Alutola would use mechanical excavation, compaction, construction and other heavy equipment which have potential risk to harm the employees, workers and operators health and other wellbeing. This has to be thoroughly studied in D2B detail feasibility phase. Accordingly appropriate safety measures need to be ensued by the contacting party/KCC to avoid the health risk. In the event of residual impacts such as unintended accident KCC should keep provision for appropriate compensation in line with worker's workplace safety regulation in Bangladesh. The protection of the fundamental rights of workers is also important.

IFC PS 3:Resource efficiency and pollution prevention

As all the sub-projects deals directly with the water of canals, rives, and storage basin there is immense potential of contamination of water. Contamination could range from waste disposal to increased turbidity to seepage of chemical, oils from construction activity and manoeuvring of mechanical device, machineries, equipment and dump-truck/crane. In feasibility study a detailed accounting of the pollution potential of surface, sub-surface and aquifer water need to be studied and appropriate mitigation measures should be employed to minimise the impact on water.

Description of all local laws and regulations in the area of environment and spatial planning and means to comply and the project's compliance and justification with international standards should be presented in the documents. Assessment of the risk of harmful emissions to soil, water and air as well as waste production and description of adequate measures to minimise harmful emissions.

IFC PS 4:Community, health, safety and security

Most of the subprojects would be implemented in areas having less density of settlement and human population. For example, the activities related to natural khals/canals development/improvement for water storage would be done in polder 25 and 28/1 where branching of canals are surrounded/flanked by rice paddies and aquaculture enclosure; almost free from human habitation. Similarly the construction site of new 10-vented sluice and small-scale storm water (mixed with debris and solid, floating and suspended wastes) settling ponds/basins (to ensure smooth pumping of water) would be done in areas free from human settlements. The water retention/storage basin to be located in the natural depression land of Khulna Agriculture University could potentially harm the health and safety of the university based stakeholders in the future.

Therefore the risk of community health and safety issues is expected to be low but in the ESIA the impact of the project on ecosystem services that the local community use and assessment of the safety and public health risks of the local community and how they are mitigated per phase of the project (design, construction, use and decommission) is needed.

IFC PS 5: *Land acquisition and involuntary resettlement*

It is most likely that land needs to be acquired that already is in use and both (involuntary) resettlement and (economic) displacement are expected (see also information IFC PS 4 above). A point of attention are the informal settlers. If resettlement is unavoidable, description of the affected population consultation (in both the planning and implementation phases), including special attention of the interests and requirements of women and vulnerable groups is required. The ESIA should also contain a Resettlement Framework in case of resettlement /displacement.

The subprojects will be implemented mostly in public land and require to land acquisition. For instance storm/run off water storage/retention/diversion in natural khals/canals in polder 25, and 28/1 is situated on publicly owned network of Khals. Widening could require acquisition of narrow strip of floodplain used as agriculture/aquaculture, which may not require substantial relocation of human habitation or involuntary settlements.

IFC PS 6: *Biodiversity conservation and sustainable management of living natural resources*

Description of the negative effects of the project on biodiversity and necessary mitigating measures (minimizing, mitigating and/or compensating) for the loss in a culturally acceptable manner.

From a lifecycle perspective, all the sub-project components have the potential to affect agro-biodiversity and aquatic bio-diversity. In some cases habitat diversity of localised nature could also be affected. It is to be noted that all the canals/rives are ultimately connected to swampy mangrove forest Sundarbans located at the downstream areas of the Khulna district near Mongla sea port (50 km away). These issues need to be factored in the detailed feasibility study of D2B partly because Bangladesh Government has enacted a stringent biodiversity conservation act in 2012 particularly for sensitive ecosystem. The coastal wetlands in the impact zone of the Sundarbans are part of sensitive ecosystem.

IFC PS 7:*Indigenous people*

The presence of indigenous population in the project area and necessary mitigating measures (minimizing, mitigating and/or compensating) for the loss in a culturally acceptable manner.

Bangladesh is home to more than 54 ethnic minorities groups which often referred as indigenous peoples in many counties, who speak at least 35 languages, along with the majority of the Bengali population. As Bangladesh has not adopted the United Nations Declaration on the Rights of Indigenous Peoples, the Government does not officially recognise these ethnic groups as the indigenous peoples. However, since the amendment of the 2011 Constitution, the culture and the tradition of these minorities are respected/preserved. In Khulna city no ethnic minorities' settlements have been identified, yet the study should explore it further to avoid any possible consequence on the right of these population.

At the moment none of the project components are linked to activities that affect the settlements, tradition, culture, and lifestyle of indigenous people. Therefore negative impacts on the indigenous people are not expected, yet the study should explore it further to avoid any possible consequence on the right of these population.

IFC PS 8:*Cultural heritage*

None of the project components are in anyway linked to any activities that affect objects/ establishments having historical, archaeological, religious, cultural, and tradition significance. It should be verified whether there is presence of cultural heritage in the project area and the whether there are negative effects of the project on cultural heritage.

Annex 13: (pre-)Feasibility Study Elements

Theory of Change (ToC)

The contractor has to develop a Theory of Change (ToC), a comprehensive description and illustration of how and why a desired change is expected to happen in the particular context. It is focused in particular on mapping out or “filling in” what has been described as the “missing middle” between what the project does (its activities or interventions) and how these lead to desired goals being achieved.



The ToC needs to consist of a report, clearly stating but not limited to the following:

1. Description of the effects and the desired impact¹ (the ultimate outcome) that the Project will have on the local community (using economic, socio-cultural, institutional, environmental, technological and other indicators)
2. Description of the inputs² and activities³ of the Project.
3. Description of the pathways through which the Project (inputs and activities) contributes to the desired results/impact. (logical step approach contributing to the Project objectives)
4. Description of the outputs⁴ and outcomes⁵ (which may include immediate and intermediate outcomes) of your Project. Ideally, these pathways will be based on existing evidence/literature, and/or assumptions will be made explicit.

The ToC needs to be delivered as a visualisation of the development pathway, including inputs, activities, outputs, outcomes and impact, supported by a short explanation/narrative.

The ToC would need to link to, or reflect, the Sustainable Development Goals (SDG's) that the Project contributes to. The ToC will be developed by the Consultant in consultation with the Project stakeholders and IIPP.

¹ Impact is the (positive and negative) long-term effect on identifiable population groups produced by a development intervention, directly or indirectly, intended or unintended. These effects can be economic, socio-cultural, institutional, environmental, technological or of other types. There are usually many factors that influence the impact besides the project.

² Inputs are the financial, human, material, technological and information resources used for the development intervention

³ Activities are the actions taken or work performed through which inputs, such as funds, technical assistance and other types of resources are mobilised to produce specific outputs

⁴ Outputs are the products and services which result from the completion of activities within a development intervention

⁵ Outcomes are the intended or achieved short-term effects of an intervention's outputs, usually requiring the collective effort of partners. Outcomes represent changes in development conditions which occur between the completion of outputs and the achievement of impact

Monitoring & Evaluation (M&E) Plan

In line with the ToC and the Baseline study the contractor is expected to develop a Monitoring and Evaluation (M&E) Plan. The M&E Plan defines clearly the approach of the contractor to monitor and evaluate the Project activities with the goal to achieve the results desired by the Client in a sustainable manner. The M&E Plan clearly states but is not limited to the following:

- A brief Project description, including:
 - Project goals and objectives in a Logical Framework format
 - Theory of change (see above)
- M&E indicators (process and outcome indicators, as well as indicators for key assumptions and risks)
- Data Collection Methods and timelines
- Roles and Responsibilities (description staff member's role in M&E data collection, analysis, and/or reporting)
- Reporting
 - Analysis plan
 - Reporting template table
- Dissemination plan (description of how and when M&E data will be disseminated internally and externally)

The M&E Plan needs to be developed by the contractor in consultation with IIPP and the local stakeholders.

Emergency Response Plan

To be able to respond appropriately to potential crises, emergencies and other possible situations, which could interfere with executing the contractor's tasks, described in section 5.2; the contractor is expected to develop an Emergency Response Plan. The Plan clearly states but is not limited to the following:

- Scenarios (An account or synopsis of a possible course of events that could occur, which forms the basis for planning assumptions)
- Response strategy (Based on the scenarios a response strategy is developed, including specific intervention objectives and targets, including beneficiary numbers)
- Implementation plan (While the response strategy defines what is to be achieved, the implementation plan defines how it is going to be achieved).
- Operational support plan (The operational support plan sets out the administrative, logistical and other support requirements of a response)
- Preparedness plan (Identification of actions to improve preparedness for both specific and general crises)
- Budget (a budget is developed, both for preparedness and for the actual responses that have been planned).

Annex 14: KYC Requirements

Request for Proposal reference No.: [insert identification no]

Name of the Assignment: [insert name of the assignment]

To: [insert complete name of Client]

In response to your notification of award dated [insert date of notification of award]
to furnish additional information on beneficial ownership.

(ii) We hereby declare that the Company [Insert full Company name] or Parent company [Insert full Parent Company name] is listed on a stock exchange: YES/ NO,

If Yes specify which stock exchange: _____

Note: If the company is (directly or indirectly a 100% subsidiary of) an entity that is listed on an II recognized stock exchange (Annex 15), no identification of the Ultimate Beneficial Owner(s) is required.

OR

(i) we hereby provide the following ultimate beneficial ownership information.

Details of beneficial ownership

Identity of Ultimate Beneficial Owner	Directly or indirectly holding 25% or more of the shares (Yes / No)	Directly or indirectly holding 25 % or more of the Voting Rights (Yes / No)	Directly or indirectly having the right to appoint a majority of the board of the directors or an equivalent governing body of the Company (Yes / No)
[include full name (last, middle, first), nationality, country of residence, date of birth, residential address]			

OR

(ii) We declare that there is no Beneficial Owner meeting one or more of the following conditions:

- directly or indirectly holding 25% or more of the shares
- directly or indirectly holding 25% or more of the voting rights

- directly or indirectly having the right to appoint a majority of the board of directors or equivalent governing body of the company.

and provide the following pseudo ultimate beneficial owner:

Identity of Ultimate Beneficial Owner	Statutory director of the Company or the members of its statutory board, where such a board does not exists representatives of the company:
[include full name (last, middle, first), nationality, country of residence, date of birth, residential adress]	

Please provide an up-to-date, dated and signed ownership structure chart of the company including ownership and control percentages. The ownership structure chart needs to be from the company up until natural persons. Also if the company has subsidiaries mention them on the ownership structure chart as well.

Name of the Company *[insert complete legal name of the Company]_____

Name of the person duly authorized to sign the Proposal on behalf of the Company:

**[insert complete name of person duly authorized to sign the Proposal]_____

Title of the person signing the Proposal: [insert complete title of the person signing the Proposal]_____

Signature of the person named above: [insert signature of person whose name and capacity are shown above]_____

Date signed [insert date of signing] day of [insert month], [insert year]_____

* Please note that the questions above are the minimum requirements. In case of uncertainty, Invest international has the right to request further information and/or documentation. If the bidder does not want to participate in this, he is not eligible for this tender. Invest international reserves the right not to deal with the bidder if there are indications of bribery, conflicts of interests, corruption, cybercrime, evasion or avoidance of tax regulation, fraud, sanctions, socially unacceptable behavior, money laundering and/or terrorism financing of any sort.

Annex 15: II recognized stock exchanges

Country	Exchange	Web address
Argentina	Mercado de Valores de Buenos Aires	www.merval.sba.com.ar
Australia	Australian Stock Exchange	www.asx.com.au
Austria	Wiener Börse	www.wienerborse.at
Belgium	Euronext Brussels	www.euronext.com
Brazil	B3 – Brasil Bolsa Balcão	www.b3.com.br/en_us/
Bulgaria	Bulgarian Stock Exchange	www.bse-sofia.bg
Canada	Toronto Stock Exchange	www.tsx.com
Chile	Bolsa Comercio de Santiago	www.bolsadesantiago.com
China	Shanghai Stock Exchange	www.sse.com.cn
China	Shenzhen Stock Exchange	www.szse.cn
Colombia	Bolsa de Valores de Colombia	www.bvc.com.co
Croatia	Zagreb Stock Exchange	https://zse.hr/default.aspx?id=64274
Cyprus (Republic of)	Cyprus Stock Exchange	www.cse.com.cy
Czech Republic	Prague Stock Exchange	www.pse.cz
Denmark	Nasdaq OMX Copenhagen	www.nasdaqomxnordic.com
Estonia	Nasdaq OMX Tallinn	www.nasdaqomxbaltic.com
Finland	Nasdaq OMX Helsinki	www.nasdaqomxnordic.com
France	Euronext Paris	www.euronext.com
Germany	Deutsche Börse	www.deutsche-boerse.com
Greece	Athens Exchange	www.helex.gr
Hungary	Budapest Stock Exchange	www.bse.hu
Iceland	Nasdaq OMX Iceland (ICEX)	www.nasdaqomxnordic.com
India	National Stock Exchange JSC	www.nseindia.com
India	Bombay Stock Exchange	www.bseindia.com
Indonesia	Indonesia Stock Exchange	www.idx.co.id/en-us/
Ireland	Irish Stock Exchange	www.ise.ie
Israel	Tel Aviv Stock Exchange	www.tase.co.il
Italy	Borsa Italiana	www.borsaitaliana.it
Japan	Tokyo Stock Exchange	www.jpx.co.jp
Korea South	Korea Exchange (KOSPI)	www.krx.co.kr
Latvia	Nasdaq OMX Riga	www.nasdaqomxbaltic.com
Lithuania	Nasdaq OMX Vilnius	www.nasdaqomxbaltic.com
Luxembourg	Bourse de Luxembourg	www.bourse.lu
Malta	Malta Stock Exchange	www.borzamalta.com.mt
Mexico	Bolsa Mexicana de Valores	www.bmv.com.mx/en
Netherlands	Euronext Amsterdam	www.euronext.com

New Zealand	New Zealand Exchange	www.nzx.com
Norway	Oslo Bors	www.oslobors.no
Poland	Warsaw Stock Exchange	www.gpw.pl
Portugal	Euronext Lisbon	www.euronext.com
Romania	Bucharest Stock Exchange	www.bvb.ro
Singapore	Stock Exchange of Singapore	www.sgx.com
Slovakia	Bratislava Stock Exchange	www.bsse.sk
Slovenia	Ljubljana Stock Exchange	www.ljse.si
South Africa	Johannesburg Stock Exchange	www.jse.co.za/
Spain	Bolsas y Mercados Españoles	www.bolsasymercados.es
Sweden	Nasdaq OMX Stockholm	www.nasdaqomxnordic.com
Switzerland	SIX Swiss Stock Exchange	www.six-swiss-exchange.com
Turkey	Borsa Istanbul	www.borsaistanbul.com/en
United Kingdom	London Stock Exchange	www.londonstockexchange.com
United States	New York Stock Exchange	www.nyse.com
United States	NASDAQ Stock Market	www.nasdaqomx.com

Annex 16

Guidelines TOR ESIA

Basic Principles ESIA

The ESIA needs to be consistent with the International Finance Corporation Performance Standards (IFC PS), and also address gender and climate issues as well as an assessment of potential risks in the value chain for sourcing inputs for the infrastructure. According to the IFC, the objective of an ESIA and corresponding ESMP is: *To identify and assess the potential environmental and social impacts of a proposed project, evaluate alternatives, and design appropriate mitigation, management, and monitoring measures.*

If the national regulation does not require ESIA, then there still will be some level of environmental and social assessment needed to meet the IFC PS. This means the ESIA should be conducted in accordance with the requirements of the host country's environmental and social assessment laws and regulations, including the relevant disclosure of information and public consultation requirements, the IFC Performance Standards (2012), the principles of good international industry practice (GIIP) outlined in the World Bank Environmental Health and Safety (EHS) guidelines. There are general EHS guidelines and sector specific ones; the guidelines can be found on the following website:

https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines

1.1 IFC Performance Standards¹

There are eight separate Performance Standards dealing with the main sustainability aspects of a project. The first Performance Standard, Assessment and Management of Environmental and Social Risks and Impacts, requires to carry out an integrated assessment to identify the environmental and social impacts as well as risks, and opportunities related to their projects. The establishment of an environmental management system to manage environmental and social performance throughout the life of the project is also demanded.

The other Performance Standards 2 through 8, describe potential environmental and social risks and impacts that require particular attention; they set out objectives and requirements to avoid, minimize and compensate (usage of the mitigation hierarchy) for impacts to workers, affected communities and the environment.

Where environmental or social risks and impacts are identified, the client is required to manage them through its Environmental and Social Management System (ESMS) consistent with Performance Standard 1. Performance Standard 1 applies to all projects that have environmental and social risks and impacts.

https://www.ifc.org/wps/wcm/connect/topics_ext_content/ifc_external_corporate_site/sustainability-at-ifc/policies-standards/ehs-guidelines

[al corporate site/sustainability-at-ifc/policies-standards/performance-standards/ps1](http://www.investinternational.com/corporate_site/sustainability-at-ifc/policies-standards/performance-standards/ps1)

1.2 General environmental, Health and Safety Guidelines

The Environmental, Health, and Safety (EHS) Guidelines are technical reference documents with general and industry-specific examples of Good International Industry Practice (GIIP), as defined in IFC's Performance Standard 3: Resource Efficiency and Pollution Prevention. IFC uses the EHS Guidelines as a technical source of information during project appraisal activities, as described in IFC's Environmental and Social Review Procedures Manual. These General EHS Guidelines are designed to be used together with the relevant Industry Sector EHS Guidelines which provide guidance to users on EHS issues in specific industry sectors. For complex projects, use of multiple industry-sector guidelines may be necessary. A complete list of industry-sector guidelines can be found at www.ifc.org/ehsguidelines.

1.3 Classification of the project according to OECD

Depending on the classification of a project as a Category A, B or C project, different impact assessments should be done. The project classification takes into account the scale, likelihood and severity of potential social and ecological direct and indirect adverse effect. The project should thus be clearly categorized as an A, B or C project, and the applicant should provide clear arguments for this classification:

- A. Category A: a project is classified as Category A when there are business activities with potential significant adverse environmental and/or social impacts, which are diverse, irreversible and/or unprecedented. These impacts have a significant scale, magnitude, duration and probability and may affect an area broader than the sites or facilities subject to physical works. The consequences may be irreversible or unique. For category A projects a full ESIA is mandatory. Projects in category A often relate to sensitive sectors ² or located in or near sensitive areas. Sensitive areas include areas of historical, cultural and biological importance either listed nationally or listed as World Heritage Site, included under the Convention on Biological Diversity or Wetlands International ³. Other sensitive areas are those located in densely populated areas. This information should be part of the ESIA.
- B. Category B: a project is classified as Category B when the business activities have potential environmental and/or social impacts that are less adverse than those of Category A projects. Typically, these impacts are few in number, are generally site-specific, few of them (if any) are irreversible, and mitigation measures are more readily available. For II Category B projects a full ESIA may be

required, but, if well substantiated, less relevant aspects can be covered otherwise or do not need to be covered.⁴

C. Category C: a project is classified as Category C if the business activities of the project have minimal or no potentially adverse environmental and/or social impact. For Category C projects an ESIA is not required, but the way in which potential adverse impacts are identified, prevented or mitigated should be described in an impact analysis.

Invest International (II) will assess whether the classification has been correctly attributed. If national legislation is less strict than the IFC Performance Standards, the latter prevail and will need to be followed. An ESIA in line with the IFC requires a screening, baseline studies, impact prediction and evaluation, proposals for mitigation, a social and environmental management plan and an environmental impact statement. The ESIA process requires due diligence stakeholder consultation.

Climate assessment

All projects should be at least significant adaptive to the effects of climate change to be sustainable solutions. Climate mitigation measures however are not always a prerequisite for a project to be sustainable. Nevertheless it should be addressed by application of IFC PS.

Box 1. IFC Performance standards and climate change adaptation and mitigation

Climate mitigation and adaptation is most relevant to PS1, 3, 4, 5 and 6.

- PS1/ Assessment and Management of Environmental and Social Risks and Impacts: Climate issues should be part of the Assessment and Management of Environmental and Social Risks and Impacts and ToR's thereto. Outcomes may be apparent in the location, design, choice in hardware, O&M, management plans, organisation and budgets.
- PS3/ Resource Efficiency and Pollution Prevention: Deals most directly with climate mitigation. This should be made explicit in the project plan and design.
- PS4/ Community Health, Safety, and Security: Must consider adverse climate related impacts of the project on health and safety of communities. For example applicability of storm water measures and emergency response plans.
- PS5/ Land Acquisition & Involuntary Resettlement: If people are resettled they should be provided a safe place for a sustainable livelihood. This place should be 'climate resilient'.
- PS6/ Biodiversity Conservation and Sustainable Management of Living Natural Resources: When vegetation is cleared or planted climate change should be considered. Generally, clearing should be prevented. Planting should be with resilient native species.

Climate adaptation refers to measures that enhance the resilience of projects to changes in weather conditions. It should always be a part of the development phase of projects regardless if included or not in the policy rules. Measures will result, if applicable, in changes in location, design and operation & maintenance that are conditional for a project to be sustainable.

Phases: Screening, Scoping and the ESIA study

The ESIA consists of three phases: screening, scoping and the ESIA study.

3.1 Screening

Screening is the first phase during which the proponent will check if the Project or activity is required to undertake an (IEE, ESIA or neither). In most cases this is a straightforward task. If the proponent is in doubt or in case the Project type is not identified in the EIA procedure of (*name of the country*), then the proponent should consult with the relevant national authority and request the Ministry advice on the matter.

Note

- *In some countries, before proceeding to the Environmental and Social Scoping of the Assessment Process, an approval of the screening conclusion by the relevant national authority is required.*
- *Some countries do require the assessment should be done by a registered consultant; a list of these consultant can mostly be found on the website of the authority who approves the EIA in that county.*

3.2 Scoping

Scoping is a process which determines the potentially adverse impacts that are likely to be significant and consequently should be the main focus of the Environmental and Social Impact Assessment (ESIA). Consequently, scoping identifies data already available and existing data gaps. The scoping process determines the appropriate spatial and temporal scopes for the assessment, which alternatives to study and suggests suitable survey and research methodologies. The results are documented in the environmental and social Scoping Report and concluded in a Terms of Reference for the ESIA to be developed in phase 2.

The aim of a scoping report is to determine together with the key stakeholder the study boundaries (in terms of scope and level of detail) for the Environmental and Social Impact Assessment as well as to ensure that the study area is clearly marketed and agreed upon beforehand.

Consultations with government officials, conservation organizations and local communities is important to help identify key biodiversity impacts, including those with linkages to local livelihoods and social issues, and to gather feedback for the Scoping report.

The Scoping report will include (but is not limited to):

- Review of existing information on environmental and social baseline conditions;
- Specification of the various intervention alternatives and provide justification for proposed alternative;
- Gap Analysis between the host countries law and the IFC Performance Standards, including which performance standards are triggered;
- Identification of the most material main risks and impacts in the various phases of the project:
- The methods to be used, the level of effort needed to fully understand the risks and impacts, and options for mitigating them. The results of the scoping process should determine what should be included in the environmental and social impact assessment, which could include separate studies or management plans.
- Carry out initial site visits, including formal and informal discussions/meetings with local communities, government agencies and other key stakeholders, in the project affected area.
- Develop a tentative Stakeholder Engagement Plan (SEP) that shall be applicable throughout the project cycle including the planning stage and provides effective and inclusive engagement with project affected parties with a specific focus on vulnerable groups;
- Determine Area of Influence. The area likely to be affected either directly or indirectly by project operations, including ancillaries and associated activities.
- Determine local ESIA procedures including requirements and timeline.

3.3 The ESIA

Aims of the ESIA

In preparing the ESIA, the proponent must consider the following aims of the ESIA and public review process:

- a. to provide a source of information from which Government, affected peoples, interested individuals, stakeholders, and any other individual/groups may gain an understanding of the project;
- b. the need for the project;
- c. the alternatives to the project including the no project alternative;
- d. the environment and social fabric which it could potentially affect;
- e. the impacts that may occur and the measures proposed to be taken to avoid or minimize these impacts;

f. details of stakeholder engagement and public consultation that has been undertaken in the preparation of the ESIA and details of proposed on-going stakeholder engagement and consultation post the submission of the ESIA;

g. to provide a forum for government and community to make informed comments on the project; and

h. to provide a framework in which decision-makers can consider the environmental and social aspects of the project including biophysical, cultural, social, health, heritage, gender, economic, technical and other factors.

The proponent must ensure that the ESIA discusses how it complies with the objects of the principles of sustainable development and use, as set out in the *Local Environmental Law & Procedures*.

Remarks

- *The ESIA should be a stand-alone document.* It must contain sufficient information from any studies or investigations undertaken to avoid the need to refer to previous or supplementary reports.
- *The ESIA must enable affected people, interested stakeholders to understand the environmental and social consequences of the proposed development.* Information provided in the ESIA must be objective, clear, succinct and, where appropriate, be supported by maps, plans, diagrams or other descriptive detail. The body of the ESIA is to be written in a style that is easily understood by the general reader. Technical language must be avoided wherever possible and a full glossary included. Cross-referencing should be used to avoid unnecessary duplication of text.
- *It is the responsibility of the proponent preparing the ESIA to identify and address, as fully as possible, all matters relevant to the project and its potential impacts.* The proponent is also fully responsible for the accuracy, completeness and soundness of data, information, assessments, mitigation measures and budget allocations presented in the ESIA and Environmental and Social Management Plan (ESMP). The proponent should clearly state and document full endorsement of the ESIA and ESMP, and full commitment to implementing all measures, including the provision of necessary funds and human resources.
- Any and all unknown variables or assumptions made in the assessment must be clearly stated and qualified. The extent to which the limitations, if any, of available information may influence the conclusions of the ESIA must be discussed.
- *Detailed technical information, studies or investigations necessary to support the main text must be included as appendices issued with the ESIA.* Any additional

supporting documentation and relevant studies, reports or literature not normally available to the public from which information has been extracted must be made available at appropriate locations during the period of public display of the ESIA.

Note: These ESIA Guidelines are not exhaustive as to the level of studies and assessment. The ESIA Guidelines should not be interpreted as excluding from consideration currently unforeseen matters that emerge as important from environmental and social studies or otherwise during the course of the preparation of the ESIA.

Explanation Content of the ESIA

The ESIA must comprise three elements:

- a. the executive summary as a stand-alone document for public information;
- b. the main text of the document, written in a clear and concise manner so as to be readily understood by general readers; and
- c. appendices containing a copy of these guidelines and detailed technical information and modelling which may include other sensitive commercial or cultural information (as required). It is assumed that the majority of issues will have some form of technical chapter separate from the ESIA.

The detail at which the ESIA deals with matters relevant to the project should be proportional to the scale of the impacts on environmental and social values. When determining the scale of an impact, consideration should be given to its intensity, duration, cumulative effect, irreversibility; the risk of environmental harm, social disharmony, displacement, management strategies and offsets / compensation provisions.

The ESIA must enable affected people, interested stakeholders to understand the environmental and social consequences of the proposed development. Information provided in the ESIA must be objective, clear, and where appropriate, be supported by maps, plans, diagrams or other descriptive detail. The body of the ESIA is to be written in a style that is easily understood by the general reader. Technical language must be avoided wherever possible and a full glossary included. Cross-referencing should be used to avoid unnecessary duplication of text.

The acquired information will result in an ESIA with the following content:

A. The executive summary

The Executive Summary must outline the key findings of the ESIA in non-technical terms and must be prepared in English and *in the local language*. This is very relevant when undertaking public consultation and stakeholder engagement with the local community, which should always be in the local

language. Therefore a non-technical summary in English or French and the local language is required so the local community and relevant stakeholders will be able to read this.

- a. state the background and the need for the project;
- b. discuss alternatives and the reasons for selecting the preferred option and rejecting the alternatives
- c. summarize the construction, operational activities and decommissioning / rehabilitation associated with putting the project into practice;
- d. state the proposed schedule for each key component of the project, the relationships and interdependencies between each stage, the expected duration of each stage and the project as a whole;
- e. provide an overview of the existing regional and local environments, summarizing the features of the physical, biological environment relating to the project and associated activities.

B. Introduction

a clear outline of the project
the location of the project
Objective of the ESIA, ESIA Background, ESIA Methodology, Structure of the ESIA.

C. Project Description

This section of the ESIA must describe the project in sufficient detail to allow a full understanding of all stages, pre-construction, construction, operation and decommissioning/rehabilitation (including interdependencies between stages) and components of the project and determine potential environmental and social impacts associated with the project. For each of the project activities the ESIA study should provide more specific information.

This section should detail, with concept and layout plans, requirements for new infrastructure, or the upgrading and / or relocating of existing infrastructure to service the project. Infrastructure to be considered should include roads, transmission lines, quarries, water supply, energy supply, telecommunications, waste disposal and sewerage.

C.1 Problem analysis and objectives

The purpose of describing the problem analysis and objectives is to assess if the proposed activity does solve the observed problem and to assess if the project objectives will be achieved.

D. Policy, Legal and institutional Framework

The ESIA should contain information on the relevant legislation associated with the pre-construction, construction, operation and decommissioning of the project. The ESIA should provide an outline of all relevant approvals required for the project.

The purpose of describing legislation, regulations and policies is:

(i) to check if the intended initiative complies with these and (ii) to get insight in the opportunities and constraints concerning the development of alternatives. The project components/activities and identified alternatives should be checked on their consistency with the relevant existing policies and plans. Such a consistency check provides insight in the way the proposed project components/alternatives are contributing towards the achievement of objectives in the approved plans and policies. If it turns out that project activities are in conflict with one of the plans or policies, the ESIA study should describe how this is resolved.

A description of the local EIA procedure and legal requirements for the project should be provided in this chapter.

E. Methodology

The methodologies used for the collection of baseline data should be described. It should clearly describe spatial (local and regional study area) and temporal scales that were used as the area of influence. The ESIA must include a justification and rationale for all boundaries chosen including a reference to which models and data are being used and why.

F. Baseline Descriptions/Studies

This section must provide a description of the project area including all baseline conditions and trends of the terrestrial and aquatic environments both in terms of environmental and socio-economic matters as outlined below. The section should identify factors that influence the environment and social fabric of the area including human-induced and natural factors (for example, climate change and flooding); the quality and quantity of natural variability of environment where adequate data is available or can be sourced; and describe the extent to which the general environment and ecosystems are already stressed by natural and anthropogenic effects. This section should also establish a baseline for all relevant social matters including but not limited to cultural, economic, land, gender and vulnerable communities relating to the project area.

Do note that labour and work conditions are also part of the mandatory baseline description. The following information should at least be provided:

The ESIA should provide an overview of current employment opportunities available within the area of influence including population/census data that describe current work practices, potential opportunities for work, and unemployment rates in relation to both age and gender

- 1. Reference should be made to the Local law/regulation as the status of current labour and working conditions.*
- 2. The ESIA should estimate the number of job opportunities from existing projects and programs in the area of influence and estimate the proportion that will be available for local communities.*

3. *The ESIA should discuss access to skills training and small business development facilities within the local communities.*

The ESIA should also discuss pay rates for various roles. This data should be presented in table and graphical ways, along with mapping showing differences within the area of influence.

Living Wage

In many countries, the minimum wage (if there is a minimum wage) is not at a living wage level, meaning that it is not sufficient to cover basic needs. Therefore, it is important to know the living wage estimate so clients can work towards closing the gap. The difference between a living wage estimate and the legal minimum wage can be quite significant.

Living Wage Definition: 'A living wage is remuneration received for a standard work week (max 48 hours) by a worker in a particular place sufficient to afford a decent standard of living for the worker and his/her family. Elements of a decent standard of living include adequate food, water, housing, clothing, education, healthcare, and other essential needs including provision for unexpected events. It is a take home pay (net pay) excluding overtime.'

(Definition based on the methodology of Richard Anker of the GLWC).

G. Specific elements of the ESIA: alternatives, cumulative impacts, associated facilities and resettlement

G.1 Alternatives to the Project

This section of the ESIA must describe, to the extent reasonably practicable, any prudent and feasible alternatives to the project. It is necessary to investigate any potential alternative that may present environmentally sustainable, socially acceptable and economically feasible solutions. It is expected that extensive ecological and socio-economic investigations will be required to provide sufficient information for the ESIA. The nature and level of investigations must be related to the likely extent and gravity of the potential impacts (likelihood, consequence, magnitude, extent and scale of impacts, including worst case scenarios). All relevant impacts of the project are to be investigated and analysed with commitments to avoid, mitigate and offset / compensate for any adverse impacts to be detailed in the ESIA. For each alternative listed, the proponent should provide the project details, impacts (positive and negative), location, scale, configuration and staging options. Sufficient detail must be provided to make clear why any alternative is preferred to another.

This section must describe, but not be limited to the following:

- a. the alternative of taking the no project alternative and/or not proceeding with components of the project;
- b. potential alternative locations for all components of the project as well as different components of the project;

- c. short, medium and long-term environmental, social and economic advantages and disadvantages of the identified options (including the no project option);
- d. potential alternative configuration or scale options for key components of the project including but not limited for example, no reservoir, smaller dam wall, different configuration etc.;
- e. a description of options for integrating operations with existing infrastructure where they exist to mitigate impacts on the general environment, important ecosystems etc.;
- f. a description of options and/or possible innovations for reducing the total amount of infrastructure involved in the project, such that net impacts on, or risks relating to the environment and social values are reduced;
- g. a comparative description of adverse and beneficial impacts of the development as a whole, each component of the development, and location on the matters protected by the controlling provisions for the project;
- h. a description of how each stage/component would be affected if one and/or more of the stages/components does not occur or is significantly modified;
- i. the reasons for choosing the preferred location and option for the development as a whole, and each key component of the project, must be explained. The explanation must include a comparison of the adverse and beneficial effects used for selecting the preferred location and option, and compliance with the objectives of the *National Local environmental Laws/regulations.*;
- j. the advantages and disadvantages of alternatives must be specifically addressed; and
- k. short, medium and long-term environmental, social and economic advantages and disadvantages of each option must be considered.

This section should in no way focus on the economic benefits of the project. It must focus on the environmental and social matters relevant to the project. It should also only focus on how the alternatives will reduce any environmental and social impact, rather than the beneficial environmental and social impacts on the alternative to the project

G.2 Cumulative impacts

Cumulative impacts that result from the impact, on areas or resources used or directly impacted by the project, from other existing, planned or reasonably defined developments at the time the risks and impacts identification process is conducted. Examples of cumulative impacts are interference with migratory routes or wildlife movement; or more traffic congestion and accidents due to increases in vehicular traffic on community roadways.

G.3 Associated Facilities

Associated facilities, which are facilities that are not funded as part of the project and that would not have been constructed or expanded if the project did not exist and without which the

project would not be viable (Examples: associated facilities may include railways, roads, captive power plants or transmission lines, pipelines, utilities, warehouses, and logistics terminals).

G.4 Resettlement /Economic Displacement

In the ESIA information on the exact number of affected peoples that are likely to be impacted by all components of the project with appropriate mapping, should be provided. The ESIA must assess in specific detail the different affected zones, the scale of any resettlement, the approximate number of households being displaced, and the areas of agricultural and other land holdings to be lost during construction. This means that the ESIA must include a detailed description of the livelihood patterns and poverty status of the communities and the ethnic mix of the population. An outline of the resettlement process for any affected people that may be forcibly removed from their land and demonstrate that consultations have been undertaken with all affected peoples. The ESIA must also provide details that demonstrate that any affected peoples are no worse off. Another requirement is that the EISA must provide information on any land acquisition that is required and the process of obtaining the land and how consultation was undertaken in acquiring the land.

The ESIA should include, if applicable, a Resettlement policy framework.

D. Impact and Risk based Assessment Process

The ESIA must include a description and analysis (including relevant risk matrices used) of all the relevant impacts of the project related to the relevant sections identified in the Terms of Reference. Relevant impacts (direct, indirect, cumulative and consequential) are impacts that the project will have or is likely to have on the environmental and social matters of the project area. *Starting point for impact assessment are the services that are listed and described in chapter C.*

Impacts on these ecosystem services due to the project, need to be quantified for the alternatives as much as possible, following a three-steps approach:

1. changes on ecosystem
2. affected stakeholders

Description of the (groups of) users or stakeholders affected by or making use of these services. Define for the main services the area of influence. Different services may have different areas of influence. In addition to the direct users of the services that have been identified in Chapter C.

3. Social and Economic Assessment

The ESIA should include:

A description of the framework used to assess impacts, including risk assessment processes, based on best available practice and any technical data and other information used or needed to make a detailed assessment of the relevant impacts;

b. a statement as to whether any relevant impacts are likely to be unknown, unpredictable, irreversible or sub-lethal (reversible over time) and what confidence level is placed on the predictions of relevant impacts;

c. a full description of the potential risks to people and property that may be associated with the project in the form of a preliminary risk assessment for all components of the project and in accordance with relevant standards. The assessment should include potential hazards, accidents, spillages, fire and abnormal events that may occur during all stages of the project, including estimated probabilities of occurrence; identifying all hazardous substances to be used, stored, processed or produced and the rate of usage; potential wildlife hazards, natural events and implications related to climate change; how the project may potentially affect hazards away from the project site (e.g. changing flooding characteristics) and how the project may potentially affect the area's natural disaster management and recovery.

Through the impact assessment sections, reference should be made to local and international guidelines, performance standards and protocols as to the compliance of the project based on the predicted impacts.

For each period the assessment should be undertaken: pre-construction and construction; operation and decommissioning/rehabilitation.

Appendix Template Scoping study

Minimum Content of the Scoping study

1. Background of the project
2. Objectives of the scoping study

The E&S Consultant will undertake an E&S Scoping Study and ultimate purpose of the E&S Scoping Study is to:

- i. assess the suitability of the proposed site locations from E&S perspective, identify key E&S issues affecting the project and related gaps in information.
- ii. develop Terms of Reference (ToR) for ESIA compliant with IFC PS and EIA compliant with local regulations.

3. E&S Scoping study

The E&S Consultant is required to carry out the following tasks:

Task (a): Compile and review available, up to date project information relevant for the assignment (desk review).⁵

Task (b): Assess the suitability of the site from E&S perspective and identify, and preliminary assess and define magnitude of *Key E&S risks and impacts* associated with the project. To assess the suitability and identify the E&S risks, the E&S Consultant should:

- Assess the proposed project scope and preliminarily estimate its area of influence and define the E&S scoping study area accordingly.⁶
- Identify natural features, communities and other sensitive receptors within the area of influence.
- Review the site selection process and, if any, the alternative analysis and identify gaps with IFC PS requirements and GIIP.
- Screening level evaluation of the impacts due to air emissions and contribution of the project to the cumulative impacts (assessing if emissions from project would meet WBG guideline values, if the existing air-shed is degraded/non-degraded and what would be contribution of the project to total cumulative impacts).
- Undertake a preliminary assessment of key E&S risks and impacts related to project construction, operation and management (O&M) phases known at the current project phase.
- If applicable, identify risk of potential Land Acquisition, Involuntary Resettlement, and/or Livelihood Loss resulting from the Project, and scope the need for a RAP/LRP (IFC PS 5). This includes, as applicable, review the land acquisition process for project land already acquired, verify the history of land ownership and use right tenure (including any customary tenure), and identify any existing claims or grievances from affected communities, and other potential legacy issues. In addition to land-based livelihoods, the Consultant will also assess the potential impacts on

economic activities by fishermen communities in the vicinity of the project. If the land acquisition process, livelihood impacts and related studies have not started yet, the Consulting Firm will provide an estimate of the magnitude of the needed resettlement/livelihood restoration.

- If applicable, the Consulting Firm will (i) conduct preliminary surveys, targeting biodiversity values in the project area of influence identified during the desk top review and consultation with local experts (e.g. relevant agency, academia, biodiversity/conservation NGOs), (ii) assess whether and which IFC PS 6 requirements apply to the project, and (iii) indicate type of habitats Natural and/or Critical Habitat and presence of high value species, key ecosystem services, and habitats that could be affected by the project, based on the various design options under consideration, and/or represent constraints to be considered in the design and layout of the site. The Consulting Firm will preliminary assess potential adverse impacts on biodiversity values and priority ecosystem services, if any, and scope the need for a Critical Habitat Assessment and/or Biodiversity Action Plan (BAP).
- If applicable, identify presence of Indigenous people in the area of influence of the project and preliminary assess potential adverse impacts on them (IFC PS7), and determine if FPIC will be required.
- If applicable, identify presence of items of cultural heritage (tangible and intangible) in the area of influence of the project and preliminary assess potential adverse impacts on them (PS 8).
- For the identified key risks and impacts provide preliminary identification of mitigation measures to be integrated in the transaction structure together with a proposal for E&S risk allocation (e.g., the client, the concessionaire, other government agencies, other stakeholders) and timeline for implementation (prior, during or after the concession). When presenting the risk allocation the E&S Consultant shall also indicate particular institutional arrangements and/or capacity building programs that may be needed to ensure effectiveness of mitigation implementation and/or monitoring. The E&S Consultant shall also provide preliminary estimates of costs associated with E&S impact assessment and mitigations to inform the transaction structuring. Where there is a substantial gap between national legislation and IFC PS, the Consulting Firm shall specify what portion of the estimated costs is due to bridging the gap, as feasible. A tabular format is recommended for presenting risk allocation and costs estimate (e.g. key risk/impact; mitigation to comply with IFC PS; responsible party; timeline for implementation; estimated cost).
- Task (c): The consultant will also develop detailed TOR for further E&S studies and the Management Programs to be

implemented by the future concessionaire or the client in line with national legislation and IFC PS, WBG General and Sector specific EHS Guidelines, and GIIP.

- Task (d): undertake preliminary mapping of key project stakeholder groups, concentrating on Affected Communities. The E&S Consultant shall provide a list of key groups of stakeholders, their interests and concerns, and how they should be involved at the different stages of the process and by different parties (client vs future concessionaire). Where applicable, the E&S consultant shall
 - (i) review and assess the consultation process undertaken up to the time of the study by the client,
 - (ii) develop a preliminary suggestions for stakeholder engagement for the upcoming EIA/ESIA process in compliance with IFC PS and prepare a ToR for the development of a Stakeholder Engagement Plan, and
 - (iii) work in coordination for the transaction and complement/provide support as relevant. Before talking to representatives of key stakeholder groups, the E&S Consultant shall lease with II and the client and
 - (i) get consent from the client, which is the leading party in the stakeholder engagement activity, and
 - (ii) align/agree with the client on the approach and the information that will be disclosed about this assignment and the project.

- Task (e): undertake a gap analysis of the E&S legislative framework versus IFC PS, as related to this particular project. The E&S Consultant shall:

- Review and summarize project relevant E&S regulations and standards in use in the country where the project is located
- Identify key project aspects that are subject to licenses and approvals under national and regional legislative frameworks in matters of environmental, social, labor, and occupational, health, and safety aspects.
- Assess the status and completeness of existing E&S licenses and permits available for the project, if any. If licenses are not available or have expired, prepare a summary table with timeline to obtain or renew them.
- For key E&S project risks and impacts identify major gaps between national/ local legislation and IFC PS and summarize them in a table.

3. Social and Economic Assessment