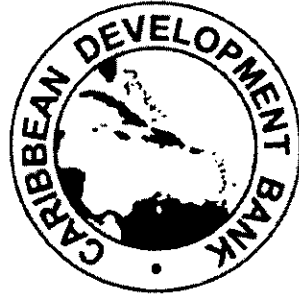


LOAN NO. 21 /SFR-GUY



**LOAN AGREEMENT
(Transport Sector Enhancement Project)**

BETWEEN

CARIBBEAN DEVELOPMENT BANK

AND

CO-OPERATIVE REPUBLIC OF GUYANA

Dated: September 18, 2018

LOAN AGREEMENT

AGREEMENT dated the _____ day of _____ 2018, between the Caribbean Development Bank (the Bank) of the one part and the Government of the Co-operative Republic of Guyana (the Borrower) of the other part.

ARTICLE I

General Provisions, Interpretation, Definitions

Section 1.01 **General Provisions.** The "General Provisions Applicable to Loan Agreements with Borrower Only" of the Bank dated June 30, 1995 set forth in Schedule 1 (hereinafter called the General Provisions) shall apply to this Loan Agreement subject, however, to any modifications thereof set forth herein.

Section 1.02 **Interpretation.** Unless otherwise stated, references to Sections are to Sections of this Loan Agreement, and references to Schedules are to the Schedules of this Loan Agreement.

Section 1.03 **Definitions.** (a) Wherever used in this Loan Agreement, unless the context otherwise requires, the several terms defined in the General Provisions shall have the respective meanings set forth therein, and for the purposes of sub-paragraphs (v), (xiv) and (xv) respectively of Section 2.01 of the General Provisions, the terms:

- (i) "Due Dates" shall mean January 1, April 1, July 1 and October 1 in each year except in the case of interest payable under Section 3.09 of the General Provisions and other charges which are payable on demand;
- (ii) "Project" shall mean the services of consultants to conduct feasibility studies and prepare detailed designs, drawings, cost estimates and bid documents for: (a) the construction of a new bridge at Wismar; (b) the construction of a new stelling at Parika and (c) the upgrade of the Lethem Aerodrome, in accordance with the TORs at Schedule 3, Schedule 4 and Schedule 5 respectively; and

(iii) "Project Country" shall mean the Co-operative Republic of Guyana.

(b) Wherever used in this Loan Agreement, unless the context otherwise requires, the following additional terms shall have the following meanings.

- (i) "Assistant PC" or "Assistant Project Coordinator" means the assistant project coordinator to be appointed in accordance with Section 6.02(b);
- (ii) "CDB" means the Bank;
- (iii) "Composition and Functions of the Technical Advisory Committee" means the duties and responsibilities of the TAC set out in Schedule 2;
- (iv) "Consultancy services for conducting a feasibility study and preparing detailed designs for the construction of a new bridge at Wismar" means the consultancy services described in the TOR at Schedule 3;
- (v) "Consultancy services for conducting a feasibility study and preparing detailed designs for the construction of a new stelling at Parika" means the consultancy services described in the TOR at Schedule 4;
- (vi) "Consultancy services for conducting a feasibility study and preparing detailed designs for the upgrade of the Lethem Aerodrome" means the consultancy services described in the TOR at Schedule 5;
- (vii) "Duties and Responsibilities of the Project Coordinator" means the duties and responsibilities of the PC set out in Schedule 6;
- (viii) "Duties and Responsibilities of the Assistant Project Coordinator" means the duties and responsibilities of the Assistant PC set out in Schedule 7;
- (ix) "Financing Plan" means the financing plan for the Project set out in Schedule 8;
- (x) "GOGY" means the Borrower;

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- (xi) "Implementing Agency" means MPI;
- (xii) "MPI" means the Ministry of Public Infrastructure of the Borrower;
- (xiii) "PC" or "Project Coordinator" means the project coordinator to be appointed in accordance with Section 6.02(a);
- (xiv) "Procurement Plan" means the procurement plan for the Project set out in Schedule 9;
- (xv) "TAC" means the technical advisory committee to be established in accordance with Section 6.02(c);
- (xvi) "TOR" or "Terms of Reference" means the terms of reference set out at Schedule 3, Schedule 4 and Schedule 5 as the case may be, or all such Schedules as the context requires; and
- (xvii) "USD" or "United States dollars" means dollars in the currency of the United States of America.

ARTICLE II

The Loan and its Purpose

Section 2.01 **Amount of Loan.** The Bank agrees to lend to the Borrower, on the terms and conditions set forth in this Loan Agreement, an amount not exceeding the equivalent of four million three hundred and sixty-seven thousand United States dollars (USD4,367,000) from the Special Funds Resources of the Bank.

Section 2.02 **Purpose.** The purpose for which the Loan is being made is to assist the Borrower in financing the Project.

ARTICLE III

Repayment, Interest and Other Charges

Section 3.01 **Repayment.** Except as provided in paragraph (b) of Section 3.02 of the General Provisions, the Borrower shall repay the amount withdrawn from the Loan Account in thirty-two (32) equal or approximately equal and consecutive quarterly instalments on each Due Date, commencing on the first Due Date after the expiry of two (2) years following the date of this Loan Agreement, or on such later Due Date as the Bank may specify in writing.

Section 3.02 **Interest.** The Borrower shall pay to the Bank interest at the rate of one percent (1%) per annum on the amount of the Principal withdrawn and outstanding from time to time. Such interest shall be payable quarterly in accordance with paragraph (a) of Section 3.03 of the General Provisions. The Bank may, in addition, increase or decrease the rate of interest to take effect on the day after the first Due Date after March 31 and/or September 30 in any year.

Section 3.03 **Commission and Commitment Charge.** Sections 3.04 and 3.05 of the General Provisions shall not apply to this Loan Agreement.

Section 3.04 **Accelerated Repayment.** In the event that the Borrower obtains financing from the Bank or other sources for a project or programme resulting from the Project, the amount of the Loan withdrawn and outstanding, together with the interest thereon, shall become payable in one (1) payment from the proceeds of the first disbursement of such financing, if such payment is compatible with the operating policy of the other source of such financing. The Borrower hereby undertakes that, if any financing is made available to it from any source other than the Bank, for a project or programme resulting from the Project, the Borrower will approach the source of funding with a view to reaching agreement that the amount of the Loan withdrawn and interest thereon be included in the financing, and paid to the Bank in one (1) payment upon receipt of the first disbursement of such financing.

Section 3.05 **Prepayment.** In the event that the Borrower exercises its right to repay in advance of maturity any portion of the Principal, the Borrower shall, at the time of repayment pay a prepayment fee at the rate of two percent (2%) of the amount of the repayment. Such repayment shall be made on any date on which payment of the Principal becomes due.

ARTICLE IV
Withdrawal of Loan

Section 4.01 **Withdrawal and Application of Loan.** (a) Except as the Bank may otherwise agree:

- (i) the amounts withdrawn from the Loan Account shall be used to finance the components of the Project allocated for financing by the Bank as shown in the Financing Plan up to the respective limits shown therein; and
- (ii) withdrawals from the Loan Account shall not exceed in the aggregate ninety percent (90%) of the cost of the Project.

(b) Withdrawals from the Loan Account shall not be made on account of identifiable Taxes imposed under the laws of the Project Country.

(c) No expenditures to be financed from the Loan in respect of the item "Contingencies" designated for financing by the Bank in the Financing Plan shall be incurred without the Bank's prior written approval.

(d) The Bank shall not be obliged to disburse more than ninety percent (90%) of the Loan until the Bank and the Borrower shall have each received:

- (i) the requisite number of copies of each report to be furnished in accordance with the TORs; and
- (ii) a certified statement of the expenditures incurred by the Borrower in connection with the Project.

Section 4.02 **Period of Disbursement.** The date to be specified pursuant to Section 4.03 of the General Provisions is March 31, 2020 or such later date as may be specified in writing by the Bank.

Section 4.03 **Procurement.** (a) Any services to be financed from amounts withdrawn from the Loan Account shall be procured in accordance with the provisions of Section 4.04 of the General Provisions.

(b) The Borrower shall comply with the procurement requirements set out in the Procurement Plan.

Any revisions to the Procurement Plan shall require the Bank's prior approval in writing.

(c) The Borrower hereby acknowledges that it has been furnished with a copy of the Bank's "Guidelines for the Selection and Engagement of Consultants by Recipients of CDB Financing" published in October 2011, which publication is in effect at the date of this Loan Agreement.

ARTICLE V

Conditions Precedent to First Disbursement

Section 5.01 Additional Conditions Precedent to First Disbursement. In addition to the requirements of paragraph (a) of Section 6.01 of the General Provisions, the Borrower shall, by the date referred to in paragraph (i) of Section 8.03 thereof, furnish or cause to be furnished to the Bank, evidence acceptable to the Bank, that the following conditions have been satisfied:

- (i) PC has been assigned;
- (ii) Assistant PC has been assigned;
- (iii) TAC has been established; and
- (iv) the aggregate of all loans (including the Loan) raised under the External Loans Act does not exceed the limit imposed by Section 3(1) of that Act.

ARTICLE VI

Particular Conditions

Section 6.01 Implementation of the Project. Except as the Bank may otherwise agree, the Borrower shall:

- (i) implement the Project through the Implementing Agency;

- (ii) carry out the Project at all times with due diligence and efficiency, with management personnel whose qualifications and experience are acceptable to the Bank and in accordance with sound technical, environmental, administrative, financial and managerial standards and practices; and
- (iii) institute and maintain organisational, administrative, accounting and auditing arrangements for the Project, acceptable to the Bank.

Section 6.02 **Project Management.** (a) The Borrower shall, for the duration of the Project, assign a member of staff within MPI with qualifications and experience acceptable to the Bank, as PC, who shall be responsible for the day-to-day coordination and management of the Project and carry out the duties and responsibilities set out in the Duties and Responsibilities of the Project Coordinator. The qualifications and experience of any person subsequently assigned to the position of PC shall be acceptable to the Bank.

(b) The Borrower shall, for the duration of the Project, assign a member of staff within MPI with qualifications and experience acceptable to the Bank, as Assistant PC, who shall be responsible for coordinating and monitoring all aspects of the implementation of the Project related to the upgrade of the Lethem Aerodrome along with such other duties as may be assigned from time to time by the PC, and who shall carry out the duties and responsibilities set out in the Duties and Responsibilities of the Assistant Project Coordinator. The qualifications and experience of any person subsequently assigned to the position of Assistant PC shall be acceptable to the Bank.

(c) The Borrower shall establish and, for the duration of the Project, maintain a TAC, with the composition and functions set out in the Composition and Functions of the Technical Advisory Committee, to provide oversight to the Project and to assist in technical reviews.

Section 6.03 **Engagement of Consultants.** (a) The Borrower shall, in accordance with the procurement procedures applicable to the Loan, select and engage consultants to provide:

- (i) consultancy services for conducting a feasibility study and preparing detailed designs for the construction of a new bridge at Wismar;
- (ii) consultancy services for conducting a feasibility study and preparing detailed designs for the upgrade of the Lethem Aerodrome; and

(iii) consultancy services for conducting a feasibility study and preparing detailed designs for the construction of a new stelling at Parika.

(b) The Borrower shall within a time frame acceptable to the Bank implement such recommendations arising from the abovementioned consultancies, as may be acceptable to the Bank.

Section 6.04 **Other Conditions.** (a) The Borrower shall collect and store, in a location accessible to the consultants, all existing maps, reports, drawings, studies and any other documents relevant to the Project created as a result of the Project.

(b) The part financing by the Bank shall not imply any obligation on the part of the Bank to finance either partially or totally, any project or programme that may directly or indirectly result from the Project.

Section 6.05 **Reports and Information.** Except as the Bank may otherwise agree, the Borrower shall furnish or cause to be furnished to the Bank: (i) quarterly status reports in such form or forms as the Bank may require; and (ii) the reports and other information required to be provided by the consultants in accordance the TORs, not later than the times specified therein for so doing.

Section 6.06 **Additional Funds.** For the purpose of Section 7.05 of the General Provisions, the estimated cost of the Project is four million eight hundred and fifty-two thousand United States dollars (USD4,852,000).

Section 6.07 **Borrower's Contribution to the Project.** (a) Without prejudice to the provisions of Section 7.05 of the General Provisions, the Borrower shall contribute to the Project an amount of not less than the equivalent of four hundred and eighty-five thousand United States dollars (USD485,000).

(b) Except as the Bank may otherwise agree, the contribution which the Borrower is required to make to the Project in accordance with paragraph (a) of this Section shall be expended by the Borrower in a timely manner on the components of the Project designated for financing by the Borrower as shown in the Financing Plan, up to the respective limits shown therein.

ARTICLE VII
Cancellation and Suspension

Section 7.01 **Cancellation by the Bank.** The date referred to in sub-paragraph (iii) of Section 8.03 of the General Provisions is January 31, 2019, or such later date as the Bank may from time to time specify in writing.

ARTICLE VIII
Miscellaneous

Section 8.01 **Addresses for Service.** The following addresses are specified for the purpose of Section 12.03 of the General Provisions:

For the Bank:

Caribbean Development Bank
Wilbey
St. Michael
BARBADOS, W.I.

Email: legal@caribank.org

For the Borrower:

The Finance Secretary
Ministry of Finance
Main & Urquhart Streets
Georgetown
GUYANA, S.A.

Email: hbutts@finance.gov.gy

SCHEDULE I

(Section 1.01)

CARIBBEAN DEVELOPMENT BANK

GENERAL PROVISIONS APPLICABLE
TO LOAN AGREEMENTS WITH
BORROWER ONLY

DATED: June 30, 1995

CARIBBEAN DEVELOPMENT BANK

GENERAL PROVISIONS APPLICABLE
TO LOAN AGREEMENTS WITH
BORROWER ONLY

DATED: June 30, 1995

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CARIBBEAN DEVELOPMENT BANK

GENERAL PROVISIONS APPLICABLE
TO LOAN AGREEMENTS WITH
BORROWER ONLY

DATED: June 30, 1995

ARTICLE I

Application of General Provisions,
Inconsistency with Loan Agreement

Section 1.01 Application of General Provisions. These General Provisions set forth certain terms and conditions generally applicable to loans made by the Bank and shall apply to Loan Agreements without an Executing Agency to such extent, and subject to such modifications, as may be provided in such Loan Agreements, provided however that, where there is no Guarantor, references in these General Provisions to Guarantor and Guarantee Agreement shall be disregarded.

Section 1.02 Inconsistency with Loan Agreement. If any provision of a Loan Agreement is inconsistent with a provision of these General Provisions, the provision of the Loan Agreement shall prevail.

ARTICLE II

Definitions, References, Headings

Section 2.01 Definitions. The following expressions have the following meanings wherever used in these General Provisions unless the context otherwise requires:

- (i) "Aid Donor(s)" means such of the Donors or Lenders to the Bank which may be providing financing through the Bank for the Project;
- (ii) "Bank" means the Caribbean Development Bank;
- (iii) "Borrower" means the party to the Loan Agreement to which the Bank has agreed to make the Loan;
- (iv) "Closing Date" means the date referred to in Section 4.03;
- (v) "Due Dates" means the dates specified in the Loan Agreement for payment of instalments of the Principal and the interest (excluding interest payable pursuant to Section 3.09), commission, commitment charge and other charges in respect of the Loan;
- (vi) "Guarantee Agreement" means the agreement between the Guarantor and the Bank whereby the Guarantor guarantees the payment of the instalments of the Principal and the interest, commission, commitment charge and other charges in respect of the Loan, as such agreement may be amended from time to time, and includes all agreements amending such agreement or supplemental thereto and all schedules to such agreement;
- (vii) "Guarantor" means the party to the Guarantee Agreement which is the member of the Bank guaranteeing the payment of the instalments of the Principal and the interest, commission, commitment charge and other charges in respect of the Loan;
- (viii) "interest" means interest payable pursuant to Sections 3.03 and 3.09;

- (ix) "Loan" means the loan provided for in the Loan Agreement and includes portions of the Loan which are separately provided for in the Loan Agreement;
- (x) "Loan Account" means the account referred to in Section 3.01;
- (xi) "Loan Agreement" means the agreement between the Bank and the Borrower providing for the Loan, to which some or all of these General Provisions shall have been made applicable, as such agreement may be amended from time to time, and includes such of these General Provisions as thus made applicable thereto, all agreements amending such agreement or supplemental thereto and all schedules to such agreement;
- (xii) "other charges" means expenditure incurred by the Bank for or in connection with the remittance by the Bank of amounts withdrawn from the Loan Account, the purchase by the Bank of any currency needed by the Bank for payment to itself of interest, commission, commitment charge and/or other charges in accordance with Section 4.11 and the establishment or modification of Letters of Credit pursuant to Section 4.02, and amounts agreed to be paid by the Borrower to the Bank for or in connection with other special commitments entered into by the Bank in accordance with Section 4.02;
- (xiii) "Principal" means the amount withdrawn from the Loan Account and outstanding from time to time;
- (xiv) "Project" means the project or programme for which the Loan is granted, as described in the Loan Agreement and as such description may be amended from time to time;
- (xv) "Project Country" means the country specified in the Loan Agreement being the country of a member of the Bank in which the Project is located or in which the Borrower is directing the operations of, and implementing, the Project; and
- (xvi) "Taxes" includes imposts, levies, fees and duties of any nature in effect at the date of the Loan Agreement or Guarantee Agreement and thereafter.

Section 2.02 References. References in these General Provisions to Articles or Sections are to Articles or Sections of these General Provisions and reference to the singular shall include the plural and vice versa unless the context otherwise requires.

Section 2.03 Table of Contents and Headings. The Table of Contents and the headings to the Articles and Sections are inserted for convenience of reference only and are not a part of these General Provisions.

ARTICLE III

Loan Account, Repayment, Interest, Commission, Commitment Charge, Other Charges and Payments

Section 3.01 Loan Account. The Bank shall open a Loan Account in its books in the name of the Borrower. The amount of the Loan shall be credited to the Loan Account and may be withdrawn therefrom as provided, and subject to the rights of cancellation and suspension set out, in the Loan Agreement and in these General Provisions.

Section 3.02 Repayment. (a) The Borrower shall repay the amount withdrawn from the Loan Account in the manner specified in the Loan Agreement. The Bank shall provide the Borrower with particulars of the repayments before the Due Date for the first repayment.

(b) Without prejudice to the provisions of Article IX, if there shall have been a cancellation, pursuant to Section 8.01 or Section 8.03, of such amount of the Loan as in the Bank's opinion is substantial and the Project has not been completed, the Borrower shall repay the Principal or, where portions of the Loan are separately provided for in the Loan Agreement, the amount of each portion of the Loan withdrawn from the Loan Account credited with such portion and outstanding in such fewer instalments than those specified in the Loan Agreement as the Bank may specify in writing not exceeding such portion of the number of such instalments to the nearest whole number as the Principal bears to the Loan or the amount of each portion of the Loan withdrawn from the Loan Account credited with such portion and outstanding bears to such portion, as the case may be.

Section 3.03 Interest. (a) The Borrower shall pay interest on the Principal at the rate provided for in the Loan Agreement, except as otherwise provided in Section 3.09. Such interest shall accrue from the respective dates on which amounts shall be withdrawn from the Loan Account and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date of the first disbursement of the Loan.

(b) The Bank may from time to time increase or decrease the rate of interest for the time being payable on any amount of the Loan which is being lent from the Ordinary Capital Resources of the Bank to take effect on the day after the first Due Date after June 30 and/or December 31 in any year, or on such other date or dates as the Bank may specify in writing from time to time.

Section 3.04 Commission. The Borrower shall pay to the Bank a commission on the Principal at the rate provided for in the Loan Agreement, except as otherwise provided in Section 3.09. Such commission shall accrue from the respective dates on which amounts shall be withdrawn from the Loan Account and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date of the first disbursement of the Loan.

Section 3.05 Commitment Charge. The Borrower shall pay to the Bank a commitment charge on the amount unwithdrawn from the Loan Account from time to time at the rate specified in the Loan Agreement. Except as the Bank may otherwise specify in writing, such commitment charge shall accrue from the date specified in the Loan Agreement to the respective dates on which amounts shall be withdrawn from the Loan Account or shall be cancelled and shall be payable on the Due Dates, the first payment being due and payable on the first Due Date after the date on which such charge shall accrue.

Section 3.06 Other Charges and Interest on Overdue Payments. Other charges due by the Borrower to the Bank and interest payable under Section 3.09 shall be payable on demand, except as otherwise provided in Section 3.10.

Section 3.07 Computation of Interest, Commission and Commitment Charge. Interest, commission and commitment charge shall be computed daily on the basis of a 360-day year of twelve (12) 30-day months.

Section 3.08 Advance Payments. The Borrower shall have the right, upon payment of all overdue Principal and all accrued interest, commission, commitment charge and other charges and upon not less than

forty-five (45) days' notice to the Bank, to repay as of a date acceptable to the Bank in advance of maturity any portion of the Principal, provided however that, unless otherwise agreed, such early repayment shall not interfere with the repayment in the regular course of the Principal, but shall have the effect only of accelerating repayment of the Principal and the particulars of the repayments to be provided pursuant to Section 3.02 shall be amended accordingly.

Section 3.09 Overdue Payments. (a) In case the Borrower fails to pay any portion of the Principal, interest (excluding interest payable under this Section), commission, commitment charge and/or other charges due and payable under the Loan Agreement, but without prejudice to the provisions of Articles VIII and IX, the Borrower shall pay to the Bank interest on such overdue Principal, interest, commission, commitment charge and/or other charges at such rate or rates of interest per annum as shall be applicable thereto as provided in paragraph (b) of this Section, for a period from the day immediately succeeding the Due Date for such overdue payment or payments to the day of actual payment thereof (both dates inclusive) if the Borrower fails to pay any portion of such overdue payment or payments within the period of twenty-one (21) days after the Due Date for such overdue payment or payments.

(b) The rate of interest per annum payable on the amount of an overdue payment, or, if there be more than one, of the aggregate of all overdue payments outstanding from time to time shall be such rate as the Bank shall specify in writing from time to time being equivalent to one per cent (1%) above the aggregate rates of interest and commission, if any, payable on the Loan on the day immediately succeeding the Due Date or Due Dates for such overdue payment or payments and each Due Date thereafter until payment in full of such overdue payment or payments.

(c) The rate or rates of interest payable on an overdue payment of Principal under this Section shall be in lieu of the rate or rates of interest and commission, if any, payable on the Loan.

Section 3.10 Place and Application of Payments. (a) The Principal and the interest, commission, commitment charge and other charges in respect of the Loan shall be paid at such place or places as the Bank may reasonably request.

(b) All payments shall be applied firstly to any interest payable under Section 3.09, then to any commitment charge and other charges due and payable, then to any interest (excluding interest payable under Section 3.09) and commission due and payable, then to any Principal due and payable.

ARTICLE IV
Withdrawal of Loan

Section 4.01 Withdrawal and Application of Loan. (a) Subject to the provisions of the Loan Agreement, the Borrower shall be entitled to withdraw from the Loan Account amounts required for the purpose of the Project, but, except with the agreement of the Bank, no withdrawals shall be made on account of expenditures incurred before the date of the Loan Agreement.

(b) The amount withdrawn from the Loan Account shall be applied for the purpose of the Project in accordance with the provisions of the Loan Agreement and of these General Provisions.

Section 4.02 Special Commitments. At the request of the Borrower and upon such terms and conditions as may be agreed upon between the Bank and the Borrower, the Bank may enter into special commitments in writing to pay amounts to the Borrower or others in respect of the cost of goods and services to be financed out of the amount withdrawn from the Loan Account notwithstanding any subsequent suspension or cancellation.

Section 4.03 Period of Disbursement. The Loan may be disbursed up to the date specified in the Loan Agreement or such later date as may be specified in writing by the Bank.

Section 4.04 Procurement. (a) Any goods and services required for carrying out the Project shall, if they are to be financed out of an amount of the Loan,

- (i) be procured in accordance with the procedures outlined in the Bank's "Procedures for Selection and Engagement of Consultants by Recipients of CDB Financing" and "Guidelines for Procurement" as are in effect on the date of the Loan Agreement and as the same may be amended from time to time by the Bank or in accordance with such other procedures as may be specified in writing by the Bank; and

- (ii) except as provided in the procedures referred to in sub-paragraph (i) of this paragraph, have their source and origin in and be procured from only the member countries of the Bank, all of which are specified in the Annex to these General Provisions, and such other countries as may be specified in, or pursuant to, the Loan Agreement.

(b) The Borrower undertakes that, in the procurement of goods and services for the Project, all necessary measures will be taken to ensure that the construction and service contracts and all purchases of goods financed out of an amount of the Loan will be made at a reasonable cost which will generally be the lowest market price taking into account time of delivery, quality, efficiency, reliability of the goods and availability of maintenance facilities and spare parts therefor and, in the case of services, of their quality and the competence of the parties rendering them.

Section 4.05 Goods and Services to be used exclusively in carrying out the Project. Except as the Bank may otherwise agree, the Borrower shall cause all goods and services financed out of an amount withdrawn from the Loan Account to be used exclusively in carrying out the Project.

Section 4.06 Request for Withdrawal or Special Commitment. When the Borrower desires to withdraw any amount from the Loan Account, or to request the Bank to enter into a special commitment pursuant to Section 4.02, the Borrower shall deliver to the Bank a written application in such form and containing such statements and agreements as the Bank shall reasonably request. Applications for withdrawal with the necessary documentation as hereinafter in this Article provided shall be made promptly in relation to expenditures for the Project.

Section 4.07 Authorisation of Requests for Withdrawals. The Borrower shall furnish to the Bank evidence of the authority of the person or persons authorised to sign applications for withdrawal and the authenticated specimen signature of such person or persons.

Section 4.08 Documentation of Requests for Withdrawals. The Borrower shall furnish to the Bank such documents and other evidence in support of the application as the Bank shall reasonably request, whether before or after the Bank shall have permitted any withdrawal requested in the application.

Section 4.09 Application and Documents to satisfy Bank. Each application and the accompanying documents and other evidence must be sufficient in form and substance to satisfy the Bank that the Borrower is entitled to withdraw from the Loan Account the amount applied for and that the amount to be withdrawn from the Loan Account has been or will be used for the purposes specified in the Loan Agreement.

Section 4.10 Payments to the Borrower. Payment by the Bank to the Borrower of amounts which the Borrower is entitled to withdraw from the Loan Account shall be made to or on the order of the Borrower.

Section 4.11 Withdrawal and Deduction of Interest, Commission, Commitment Charge and Other Charges. The Bank shall be entitled, but not obligated, to withdraw from the Loan Account when allocated for financing by the Bank without the necessity of an application for withdrawal by the Borrower, or deduct from any disbursement to, or on behalf of, the Borrower under the Loan Agreement, and pay to itself interest, commission, commitment charge and/or other charges due and payable under the Loan Agreement, and the Bank shall promptly notify the Borrower in writing of such withdrawal or deduction. Each such withdrawal from the Loan Account shall be deemed to be a disbursement of a portion of the Loan to the extent of the amount, and as of the date, of such withdrawal.

ARTICLE V Currency Provisions

Section 5.01 Currencies in which Withdrawals may be made. Except as the Bank and the Borrower may otherwise agree, withdrawals from the Loan Account shall be made in the respective currencies in which the expenditures to be financed out of the Loan have been paid or are payable or in such other currency or currencies available to the Bank, as the Bank may reasonably determine.

Section 5.02 Currency in which Principal is Repayable. (a) Any amount withdrawn from the Loan Account which is being lent from that portion of the Special Development Fund of the Bank subject to the Rules adopted by the Board of Directors of the Bank in May 1983, as the same may be amended from time to time by the Bank, shall be repayable in United States dollars.

(b) Except as provided in paragraph (a) of this Section or as the Bank may otherwise specify in writing, the amount withdrawn from the Loan Account shall be repayable in the several currencies withdrawn from the Loan Account and the amount repayable in each currency shall be the amount withdrawn in that currency, provided that, if a withdrawal shall be made in any currency which the Bank shall have purchased with another currency for the purpose of such withdrawal, the amount so withdrawn shall be repayable in such other currency and the amount so repayable shall be the amount paid by the Bank on such purchase.

(c) The portion of the amount withdrawn from the Loan Account to be repaid in a particular currency shall be repayable in such instalments as the Bank shall from time to time specify provided that the amount to be repaid on each Due Date shall remain as set out in the particulars of the repayments to be provided under Section 3.02.

Section 5.03 Currencies in which Commitment Charge, Interest, Commission and Other Charges are Payable. The Commitment Charge shall be payable in United States dollars, interest and commission on any portion of the amount withdrawn from the Loan Account shall be payable in the currency or currencies in which such portion of the amount withdrawn from the Loan Account is repayable, interest payable under Section 3.09 shall be payable in the currency or currencies in which the overdue payment is payable and other charges shall be payable in the currency or currencies utilised by the Bank for such other charges.

Section 5.04 Exchange Control Permission. The obligation to obtain any requisite exchange control permission shall be that of the Borrower.

Section 5.05 Purchase of Currencies. The Bank will, at the request of the Borrower and on such terms and conditions as the Bank shall determine, use its best efforts to purchase any currency needed by the Borrower for payment of Principal, interest, commission, commitment charge and other charges required under the Loan Agreement upon payment by the Borrower of sufficient funds therefor in such currency or currencies to be specified by the Bank from time to time. In purchasing the currencies required, the Bank shall be acting as agent of the Borrower, and the Borrower shall be deemed to have made any payment required under the Loan Agreement only when and to the extent that the Bank has received such payment in the currency or currencies required.

Section 5.06 Valuation of Currencies. Whenever it shall be necessary to determine the value of one currency in terms of another, such value shall be as reasonably determined by the Bank.

ARTICLE VI

Conditions Precedent to First Disbursement

Section 6.01 (a) The Borrower shall, by the date referred to in Section 8.03 (i), furnish or cause to be furnished to the Bank:

- (i) the Guarantee Agreement in form and substance acceptable to the Bank;
- (ii) evidence, acceptable to the Bank, that the Borrower, if it is not a member of the Bank, is legally established;
- (iii) one or more opinions, satisfactory to the Bank, of a legal practitioner, acceptable to the Bank, showing that:
 - (aa) the Borrower, if it is not a member of the Bank, has the legal capacity to contract the obligations assumed in the Loan Agreement and to fully execute the Project;
 - (bb) the Borrower has complied with all the necessary requirements under the Constitution of the Project Country and under the Laws and Regulations in force therein in order to enter into the Loan Agreement; and
 - (cc) the Loan Agreement has been duly authorised by and executed and delivered on behalf of the Borrower and constitutes a valid and legally binding obligation in accordance with all of its terms;
- (iv) proof, satisfactory to the Bank, that the person or persons who signed the Loan Agreement on behalf of the Borrower were legally empowered to do so;

- (v) evidence, acceptable to the Bank, that the Borrower has designated one or more representatives to represent it in all acts regarding the implementation of the Loan Agreement and the authenticated specimen signature of the said representative or representatives; and
- (vi) evidence, acceptable to the Bank, that the Borrower has authorised one or more persons to sign applications for withdrawals in accordance with Section 4.07 and the authenticated specimen signature of the person or persons so authorised.

(b) Except as the Bank may otherwise agree, the Bank shall not be obliged to make the first disbursement of the Loan until the requirements of paragraph (a) of this Section, as amplified by the Loan Agreement, have been complied with to the entire satisfaction of the Bank and the Aid Donor(s) shall have authorised withdrawals for the Project, if necessary.

ARTICLE VII

Particular Covenants

Section 7.01 Records, Accounts and Information. (a) The Borrower, if it is not a member of the Bank, shall maintain records and accounts adequate to reflect in accordance with consistently maintained sound accounting practice the operations and financial condition of the Borrower. Without prejudice to the generality of the foregoing provision, if applicable, the Borrower shall maintain records and accounts adequate to identify the goods and services financed out of the amount withdrawn from the Loan Account, to disclose the use thereof in the Project, to show the expenditures of the amount withdrawn from the Loan Account and to record the progress of the Project (including the cost thereof). The Borrower shall maintain such accounts and records relating to the Project to the satisfaction of the Bank and such records and accounts shall be kept separately and distinct from the records and accounts of the other operations of the Borrower.

- (b) The Borrower, if it is not a member of the Bank, shall:
- (i) have its accounts and financial statements (balance sheets, statements of income and expenditure and related statements) for each fiscal year audited by independent auditors acceptable to the Bank in accordance with sound auditing principles consistently applied;
 - (ii) furnish to the Bank, as soon as available, but in any case not later than six (6) months after the end of each such year, certified copies of its audited financial statements for such year and an audit report by the said auditors of such scope and in such detail as the Bank may reasonably request; and
 - (iii) furnish to the Bank such other information concerning its accounts and financial statements and the audit thereof as the Bank may from time to time reasonably request.
- (c) The Borrower shall furnish or cause to be furnished to the Bank all such information as the Bank shall reasonably request concerning the expenditures of the amount withdrawn from the Loan Account, the Project, the benefits to be derived therefrom, the administration and operations of the Project and the financial condition of the Borrower.
- (d) The authorised representatives of the Bank and the Aid Donor(s) shall be entitled to inspect the goods financed out of the amount withdrawn from the Loan Account, the sites, works, plant and construction included in the Project, the operation thereof and any records, documents and accounts of the Project and for that purpose to enter any lands, buildings, erections or facilities owned or occupied by the Borrower. The Borrower will provide such representatives with all reasonable opportunities and facilities for this purpose.

Section 7.02 Cooperation between the Bank and the Borrower. (a) The Bank and the Borrower shall cooperate fully to ensure that the purpose of the Loan will be accomplished. To that end, the Bank and the Borrower shall, from time to time, at the request of either party, exchange views through their representatives with regard to the progress of the Project, the performance by the Borrower of its obligations under the Loan Agreement and any other matters relating to the Project.

(b) The Borrower shall promptly inform the Bank of any condition which interferes, or threatens to interfere, with the accomplishment of the purpose of the Loan, the maintenance of the service thereof or the performance by the Borrower of its obligations under the Loan Agreement.

Section 7.03 Taxes. The Borrower shall pay, or cause to be paid, all taxes, if any, imposed under the laws in force in the Project Country in connection with the execution, issue, delivery or registration of the Loan Agreement, any instrument given as a requirement of the Loan Agreement (including securities and promissory notes), any transfer or assignment by the Bank pursuant to Section 7.07 and any agreement amending or supplemental to the Loan Agreement, any such instrument and any such transfer or assignment, and all payments of Principal, interest, commission, commitment charge and other charges shall be made without deduction for, and free from, any taxes imposed under any such laws.

Section 7.04 Priority of Loan. (a) It is the mutual intention of the Borrower, if it is a member of the Bank, and the Bank that no other external debt shall enjoy any priority over the Loan by way of lien on governmental assets.

(b) To that end, the Borrower, if it is a member of the Bank, undertakes that, except as the Bank may otherwise agree, if any lien shall be created by the Borrower on any governmental assets as security for any external debt, such lien will, *ipso facto*, and at no cost to the Bank, equally and ratably secure the payment of the Principal, interest, commission, commitment charge and other charges and that in the creation of any such lien express provision will be made to that effect. The Borrower, if it is a member of the Bank, shall promptly inform the Bank of the creation of any such lien.

(c) The foregoing provisions of this Section shall not apply to:

- (i) any lien created on property, at the time of purchase thereof, solely as security for the payment of the purchase price of such property; or
- (ii) any lien arising in the ordinary course of banking transactions and securing a debt maturing not more than one (1) year after its date.

(d) As used in this Section the term:

- (i) "external debt" means any debt payable by the Borrower in any medium other than the currency which at the time in question is legal tender in the Project Country whether such debt is payable absolutely or at the option of the creditor in such other medium; and
- (ii) "governmental assets" means assets of the Project Country, if the Borrower is a member of the Bank, of any of its political sub-divisions, or of any agency of the Project Country, if the Borrower is a member of the Bank, or of any such political sub-division including an institution performing the functions of a central bank.

(e) The Borrower, if it is not a member of the Bank or a political sub-division or agency of a member of the Bank or an enterprise in which equity participation by one or more members of the Bank or one or more agencies of such member or members of the Bank is a controlling one, undertakes that, except as the Bank may otherwise agree or as contemplated for the Project, no security which will rank prior to, or *pari passu* with, any security given as a requirement of the Loan Agreement shall, after the date of the Loan Agreement, be created or maintained on any of its property as security for any debts.

Section 7.05 Additional Funds. The Borrower shall provide promptly as necessary all funds in addition to the amount withdrawn from the Loan Account and all other resources required for the punctual and effective carrying out of the Project and, in particular, shall be responsible for meeting any amount by which the cost of the Project exceeds the estimated cost thereof as specified in the Loan Agreement.

Section 7.06 Maintenance of Insurance. (a) Except as otherwise specified in the Loan Agreement, the Borrower shall take out and maintain with responsible insurers, or make adequate arrangements acceptable to the Bank for, insurance against such risks and in such amounts as shall be consistent with sound business practice and, without limitation upon the foregoing, such insurance shall cover marine, transit and other hazards incident to the acquisition, transportation and delivery of goods financed out of an amount withdrawn from the Loan Account to the place of use or installation, any indemnity thereunder to be made payable in a currency freely usable by the Borrower to replace or repair such goods.

(b) The Borrower shall require any such insurers with which insurances in respect of any insurable property financed out of an amount withdrawn from the Loan Account and other insurable property are taken out and are to be maintained to give notice periodically to the Borrower and the Bank when such insurances are to be renewed and, in addition, advise the Bank immediately on each renewal date whether such insurances are renewed.

Section 7.07 Transfer or Assignment of Loan Agreement or Loan. The Bank shall be entitled to transfer or assign at any time to the Aid Donor(s) all or any of its right, title and interest in and under the Loan Agreement and any instrument (including securities and promissory notes) given as a requirement of the Loan Agreement and in and to the whole or any part of all monies whatsoever due or to become due to the Bank thereunder. The Bank shall promptly inform the Borrower of any such transfer or assignment.

Section 7.08 Maintenance of Corporate Existence, Licences and Franchises and other special requirements if the Borrower is a limited liability company. (a) Except as the Bank may otherwise agree or as specified in the Loan Agreement, the Borrower shall:

- (i) take all necessary steps as lie within its power and use its best endeavours at all times to maintain its corporate existence and the right to carry on operations and shall acquire, maintain and renew all rights, powers, privileges, licences and franchises owned or held by it and necessary and useful in the implementation of the Project and the conduct of the business contemplated by the Project;
- (ii) not amend its Memorandum or Articles of Association; and
- (iii) observe all the laws of the Project Country affecting the Borrower and, in particular, all the provisions of the Companies legislation in force in the Project Country as amended or modified from time to time especially in filing with the Registrar of Companies any information and documents required to be filed under such legislation.

(b) Except as the Bank may otherwise agree, at least fifty-one per cent (51%) of the issued and paid up share capital of the Borrower shall be held at all times by one or more of the Governments, nationals and belongers of Commonwealth Caribbean member countries of the Bank and corporate bodies controlled by such

Governments, nationals and belongers and the Borrower shall at all times be controlled by one or more of such Governments, nationals, belongers and corporate bodies.

ARTICLE VIII

Cancellation and Suspension

Section 8.01 Cancellation by Borrower. The Borrower may by notice to the Bank cancel any amount of the Loan which the Borrower shall not have withdrawn prior to the giving of such notice, except that the Borrower may not so cancel any amount of the Loan in respect of which the Bank shall have entered into a special commitment pursuant to Section 4.02.

Section 8.02 Suspension by Bank. (a) If any of the following events shall have occurred and be continuing, the Bank may by notice to the Borrower and the Guarantor suspend in whole or in part the right of the Borrower to make withdrawals from the Loan Account:

- (i) the Borrower shall have failed to make payment (notwithstanding the fact that such payment may have been made by the Guarantor or a third party) of Principal, interest, commission, commitment charge or other charges under the Loan Agreement or any Principal, interest, commission, commitment charge or other payment required under any other agreement between the Bank and the Borrower;
- (ii) the Guarantor shall have failed to make payment of Principal, interest, commission, commitment charge or other charges under the Guarantee Agreement or any Principal, interest, commission, commitment charge or other payment required under any other agreement between the Bank and the Guarantor;
- (iii) the Borrower or the Guarantor shall have failed to perform or observe any of its other obligations under the Loan Agreement or the Guarantee Agreement;

- (iv) a situation shall have arisen which shall make it improbable in the Bank's opinion that the Project can be carried out or that the Borrower or the Guarantor will be able to perform or observe any of its obligations under the Loan Agreement or the Guarantee Agreement;
- (v) prior to the Closing Date, any material adverse change in the condition of the Borrower, as represented by the Borrower, shall have occurred;
- (vi) a representation made by the Borrower or the Guarantor in or pursuant to the Loan Agreement or the Guarantee Agreement or any statement furnished in connection therewith and intended to be relied upon by the Bank in making the Loan shall have been incorrect in any material respect;
- (vii) the Borrower, if it is a member of the Bank, or the Guarantor shall have withdrawn or been suspended from membership in, or ceased to be a member of, the Bank;
- (viii) the right of the Borrower or the Guarantor to make withdrawals under any other agreement with the Bank shall have been suspended in whole or in part by the Bank;
- (ix) the right of the Bank to receive funds for the Project from the Aid Donor(s) shall have been suspended in whole or in part or shall have terminated;
- (x) a situation shall have arisen whereby, in the Bank's opinion, any withdrawal or further withdrawal from the Loan Account will cause the Bank to exceed any of the lending limits of the Bank, established by the Board of Directors of the Bank from time to time;
- (xi) any event specified in sub-paragraph (vii) of Section 8.03 and sub-paragraphs (iv), (vi), (vii), (viii), (ix), (x), (xi) and (xii) of Section 9.01 shall have occurred; or
- (xii) any other event specified in the Loan Agreement for the purpose of this Section shall have occurred.

(b) The right of the Borrower to make withdrawals from the Loan Account shall continue to be suspended in whole or in part, as the case may be, until the event or events which gave rise to such suspension shall have ceased to exist or until the Bank shall have notified the Borrower and the Guarantor that the right to make withdrawals shall be restored, whichever is earlier, but, in case of any such notice of restoration, the right to make withdrawals shall be restored only to the extent and subject to the conditions specified in such notice, and no such notice shall affect or impair any right, power or remedy of the Bank in respect of any other or subsequent event described in this Section.

Section 8.03 Cancellation by the Bank. If any of the following events shall occur, then at any time thereafter the Bank may by notice to the Borrower and the Guarantor terminate the right of the Borrower to make withdrawals from the Loan Account or with respect to any amount of the Loan, as the case may be, and, upon the giving of such notice, the amount of the Loan specified therein shall be cancelled:

- (i) the Borrower shall have failed to comply with the conditions set out in Section 6.01 (a), as amplified by the Loan Agreement, by the sixtieth (60th) day after the date of the Loan Agreement or such later date as may be specified in writing by the Bank;
- (ii) in the opinion of the Bank, it is improbable that any requirement specified in or pursuant to Section 6.01 (b), or any condition to be fulfilled in meeting any such requirement will be satisfied;
- (iii) by the date therefor referred to in the Loan Agreement, the Bank has not received any application for withdrawal from the Loan Account or for Special Commitment in accordance with Article IV or all applications received by the date shall not have been acceptable to the Bank;
- (iv) the right of the Borrower to make withdrawals from the Loan Account shall have been suspended with respect to any amount of the Loan for a continuous period of thirty (30) days;
- (v) at any time the Bank determines, after consultation with the Borrower, that an amount of the Loan will not be required to finance the Project's cost to be financed out of the Loan;

- (vi) after the Closing Date an amount of the Loan remains unwithdrawn from the Loan Account;
or
- (vii) the Bank shall have received notice from the Guarantor pursuant to Section 3.05 of the General Provisions applicable to Guarantee Agreements with respect to any amount of the Loan.

Section 8.04 Amounts subject to Special Commitment not affected by Cancellation or Suspension by the Bank. No cancellation or suspension by the Bank shall apply to amounts subject to any special commitment entered into by the Bank pursuant to Section 4.02.

Section 8.05 Effectiveness of Provisions after Cancellation or Suspension. Notwithstanding any cancellation or suspension, all the provisions of the Loan Agreement and of these General Provisions which shall have been made applicable thereto shall continue in full force and effect except as in this Article specifically provided.

ARTICLE IX

Events of Default

Section 9.01 If any of the following events shall occur and shall continue for the period specified, if any, then, at any subsequent time during the continuance thereof, the Bank, at its option, may by notice to the Borrower and the Guarantor declare the Principal due and payable immediately together with interest, commission, commitment charge and other charges under the Loan Agreement and upon such declaration the Principal together with interest, commission, commitment charge and other charges under the Loan Agreement shall become due and payable immediately:

- (i) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charges under the Loan Agreement and such default shall continue for a period of thirty (30) days;

- (ii) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charges under the Guarantee Agreement and such default shall continue for a period of thirty (30) days;
- (iii) a default shall occur in the payment of Principal, interest, commission, commitment charge or other charge under any other loan or guarantee agreement between the Bank and the Borrower and such default shall continue for a period of thirty (30) days;
- (iv) a default shall occur in the payment of Principal, interest, commission, commitment charge, or other charges under any loan or guarantee agreement between the Guarantor and the Bank under circumstances which would make it unlikely that the Guarantor would meet its obligations under the Loan Agreement or the Guarantee Agreement and such default shall continue for a period of thirty (30) days;
- (v) a default shall occur in the performance or observance of any other obligation on the part of the Borrower or the Guarantor under the Loan Agreement or the Guarantee Agreement and such default shall continue for a period of sixty (60) days after notice thereof shall have been given by the Bank to the Borrower and the Guarantor;
- (vi) the Borrower, if it is not a member of the Bank, shall have become unable to pay its debts as they mature or any action or proceeding shall have been taken by the Borrower, if it is not a member of the Bank, or by others whereby any of the property of the Borrower, if it is not a member of the Bank, shall or may be distributed among its creditors;
- (vii) the Borrower, if it is not a member of the Bank, shall have taken or suffered any action for its reorganisation, liquidation or dissolution or the suspension of its operations or a receiver or liquidator shall have been appointed of all or any part of its property;
- (viii) any modification shall have been made in the purpose, nature or objectives, capital or assets of the Borrower, if it is not a member of the Bank, and particularly any substantial revision of the legislation establishing the Borrower, if it is not a member of the Bank and is established by legislation, which may have a deleterious effect on the Project or on the purpose for which

the Loan Agreement was entered into;

- (ix) the Borrower or the Guarantor shall have failed to fulfil any of its obligations to the Bank whether arising under the agreement establishing the Bank or otherwise;
- (x) there shall have been cancellation, pursuant to Section 8.01 or Section 8.03, of such an amount of the Loan as will make it improbable in the Bank's opinion that the Project can be carried out or that the Borrower will be able to perform or observe any of its obligations under the Loan Agreement;
- (xi) the Project shall have been discontinued or suspended without the prior approval of the Bank or the Borrower shall have suspended, or ceases or threatens to cease to carry on, the business contemplated in carrying out the Project; or
- (xii) any other event specified in the Loan Agreement for the purpose of this Section shall have occurred and shall continue for the period, if any, specified in the Loan Agreement.

ARTICLE X

Termination

Section 10.01 Termination of Loan Agreement. Upon payment in full of the Principal and all interest, commission, commitment charge and other charges under the Loan Agreement, the Loan Agreement and all obligations of the parties thereunder shall forthwith terminate.

ARTICLE XI

Enforceability

Section 11.01 (a) Except as provided in paragraph (b) of this Section, the rights and obligations of the Bank and the Borrower under the Loan Agreement shall be valid and enforceable in accordance with its terms.

(b) If the Borrower is not a member of the Bank, the rights and obligations of the Bank and the Borrower under the Loan Agreement shall be construed and determined in accordance with the laws of the Project Country at the date of the Loan Agreement.

(c) Neither the Bank nor the Borrower shall be entitled in any proceeding under or pursuant to Article XIII to assert any claim that any provision of the Loan Agreement is invalid or unenforceable because of any provision of the agreement establishing the Bank or for any other reason.

ARTICLE XII

Miscellaneous

Section 12.01 All statements, reports, certificates, evidence, opinions, notices, communications and other documents or information furnished or given under the Loan Agreement shall be supplied or submitted in the English language without cost to the Bank.

Section 12.02 No failure or delay on the part of the Bank to exercise any right, power or privilege under the Loan Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege under the Loan Agreement preclude any other or further exercise thereof or the exercise of any right, power or privilege.

Section 12.03 All notices and other communications required or permitted to be given or made under the Loan Agreement and any other agreement between any of the parties contemplated by the Loan Agreement shall be in writing. Any such notice or other communication shall be deemed to have been duly given or made when delivered by hand or mail or by telefax or to the party to which it is required or permitted to be given or made at such party's address specified in the Loan Agreement or at such other address as such party may have designated by notice to the party giving such notice or making such communication.

Section 12.04 Subject to Article 42 of the agreement establishing the Bank, if the Borrower, being a member of the Bank, or the Guarantor ceases to be a member of the Bank, any amount due to it for its shares repurchased by the Bank shall be withheld so long as the Borrower or the Guarantor remains liable to the Bank

in respect of the Loan. Such amount may, at the option of the Bank, be applied to any such liability as it matures.

Section 12.05 Subject to Article 46 of the agreement establishing the Bank, in the event of a distribution of the assets of the Bank, the Borrower, being a member of the Bank, or the Guarantor shall not be entitled to receive its share in such distribution until it has settled its obligations to the Bank under the Loan Agreement or the Guarantee Agreement.

ARTICLE XIII

Arbitration

Section 13.01 (a) Any controversy between the parties to the Loan Agreement and any claim by any such party against any other such party arising under the Loan Agreement which shall not be determined by agreement between the parties shall be submitted to arbitration before an Arbitration Committee as hereinafter provided.

(b) The parties to such arbitration shall be the Bank on one side and the Borrower on the other side.

(c) The Arbitration Committee shall consist of three arbitrators appointed as follows:

One arbitrator shall be appointed by the Bank, another by the Borrower and a third (hereinafter called the umpire) shall be appointed by agreement between the parties, either directly or through their respective arbitrators. If the parties fail to agree on who shall be the umpire, he shall be appointed at the request of either party by the Secretary-General of the Caribbean Community. If either side fails to appoint an arbitrator, he shall be appointed by the Secretary-General of the Caribbean Community at the request of the other party. If either of the appointed arbitrators or the umpire is unwilling or unable to act or to continue to act in such capacity, his successor shall be appointed in the same manner as for the original appointment. The successor shall perform the same functions and shall have the same powers as his predecessor.

(d) An arbitration proceeding may be instituted under this Section upon notice by the party instituting such proceeding to the other party. Such notice shall contain a statement setting forth the nature of the controversy or claim to be submitted to arbitration, the nature of the remedy sought and the name of the arbitrator appointed by the party instituting such proceeding. Within thirty (30) days after the giving of such notice, the other party shall notify the party instituting the proceeding of the name of the arbitrator appointed by such other party.

(e) If within sixty (60) days after giving notice instituting the arbitration proceeding the parties shall not have agreed upon an umpire, either party may request the appointment of an umpire as provided in paragraph (c) of this Section. If within forty-five (45) days after becoming entitled to do so, neither party requests the appointment of an umpire as provided in paragraph (c) of this Section, the arbitration proceeding shall be deemed to have been abandoned.

(f) The Arbitration Committee shall convene in Barbados at such time and place as shall be fixed by the umpire. Thereafter the Arbitration Committee shall meet in Barbados or in the Project Country at such time and place as the Arbitration Committee shall determine.

(g) Subject to the provisions of this Section and except as the parties shall otherwise agree, the Arbitration Committee shall decide all questions relating to its competence and shall determine its procedure. All decisions of the Arbitration Committee shall be by a majority vote.

(h) The Arbitration Committee shall afford to both sides a fair hearing and shall render its award in writing. Such award may be rendered by default. An award signed by a majority of the Arbitration Committee shall constitute the award of the Arbitration Committee. A signed counterpart of the award shall be transmitted to each party. Any such award rendered in accordance with the provisions of this Section shall be final and binding upon the parties to the Loan Agreement. Each party shall abide by and comply with any such award rendered by the Arbitration Committee in accordance with the provisions of this Section.

(i) The parties shall fix the amount of the remuneration of the Arbitrators and such other persons as shall be required for the conduct of the arbitration proceedings. The Bank and the Borrower shall each defray its own expenses in the arbitration proceedings. The costs of the Arbitration Committee shall be divided between and borne equally by the Bank on the one side and the Borrower on the other. Any question concerning the

division of the costs of the Arbitration Committee or the procedure for payment of such costs shall be determined by the Arbitration Committee.

(j) The provisions for arbitration set forth in this Section shall be in lieu of any other procedure for the determination of any controversy between the parties to the Loan Agreement or any claim by any such party against the other such party arising thereunder.

(k) If within thirty (30) days after the counterparts of the award shall be delivered to the parties the award shall not be complied with, any party may enter judgment upon or institute a proceeding to enforce the award in any court of competent jurisdiction against any other party, may enforce such judgment by execution or may pursue any other appropriate remedies against such other party for the enforcement of the award and the provisions of the Loan Agreement. Notwithstanding the foregoing, this Section shall not authorize any entry of judgment or enforcement of award against any party that is a member of the Bank except as such procedure may be available otherwise than by reason of the provisions of this Section.

(l) Service of any notice or process in connection with any proceeding under this Section or in connection with any proceeding to enforce any award pursuant to this Section may be made in the manner provided in Section 12.03. The parties to the Loan Agreement waive any and all other requirements for the service of any such notice or process.

(m) Notwithstanding the provisions of paragraph (j) of this Section, if the Borrower is not a member of the Bank, nothing in this Section shall be deemed to preclude either of the parties from exercising or instituting any legal or equitable action to enforce any right or claim arising out of or pursuant to any instrument given as a requirement of the Loan Agreement with respect to the repayment of the Principal and payment of interest, commission, commitment charge and other charges and submission to arbitration under this Section shall not be deemed to be a condition precedent or in any way prejudice such exercise or other enforcement of any such right or claim.

ANNEX

[Section 4.04 (a) (ii)]

MEMBERS OF THE BANK

Regional Members

1. Anguilla
2. Antigua and Barbuda
3. Bahamas - Commonwealth of The
4. Barbados
5. Belize
6. Brazil
7. British Virgin Islands
8. Cayman Islands
9. Colombia
10. Dominica - Commonwealth of
11. Grenada
12. Guyana - Co-operative Republic of
13. Haiti - Republic of
14. Jamaica
15. Mexico
16. Montserrat
17. Saint Kitts and Nevis
18. Saint Lucia
19. Saint Vincent and the Grenadines
20. Suriname – Republic of
21. Trinidad and Tobago - Republic of
22. Turks and Caicos Islands
23. Venezuela

Non-Regional Members

1. Canada
2. China - The People's Republic of
3. Germany
4. Italy
5. United Kingdom

SCHEDULE 2

COMPOSITION AND FUNCTIONS OF THE TECHNICAL ADVISORY COMMITTEE

OBJECTIVE

1. The Technical Advisory Committee (TAC) is to assist MPI in managing the implementation of the TA interventions. The TAC will meet as required, but not less than quarterly.

SCOPE OF SERVICES

2. The duties of TAC shall be as follows:

- (a) providing assistance in reviewing technical reports submitted by the consultancies especially as it relates to the speciality of the members of the TAC and ensuring that the reports and designs adequately reflect the findings and analyses, regarding economic, social (including gender), environmental and climate resilience issues, in keeping with the TOR; and
- (b) providing knowledge resource in their respective specialities.

COMPOSITION

3. The Members of the TAC shall comprise representatives of:

- (a) National Industrial & Commercial Investments Limited (NICIL).
- (b) Transport and Harbours Department (T&HD).
- (c) Guyana Civil Aviation Authority (GCAA).
- (d) The Ministry of Social Protection.
- (e) The Department of Environment.
- (f) MPI.
- (g) The Assistant PC.

TAC will be chaired by the Permanent Secretary with responsibility for MPI or his/her assignee and will be assisted by the PC, who will serve as Secretary.

SCHEDULE 3

TERMS OF REFERENCE

CONSULTANCY SERVICES FOR CONDUCTING A FEASIBILITY STUDY AND PREPARING DETAILED DESIGNS FOR THE CONSTRUCTION OF A NEW BRIDGE AT WISMAR

1. INTRODUCTION

1.01 The Co-operative Republic of Guyana (Guyana) had a population of 746,955 (375,150 females and 371,805 males) in 2012. The latest poverty assessment in 2006 showed that 36.1% of the population was poor, with higher prevalence in the hinterland areas¹. The Human Development Report (2016) however reveals steady improvement in living conditions, especially life expectancy, mean years of schooling, and gross national income per capita. The country thus attained a Human Development Index value of 0.638 in 2015 (an improvement of 17.9% since 1990). Notwithstanding progress made, at-risk groups including women, Amerindians, persons with disabilities (PWDs), and youth, face vulnerabilities. For example, female labour force participation was 43.6% compared to 68.9% for males, and 56% for the total population in 2017 (Third Quarter). Comparatively, the female unemployment rate was 15.3%, as opposed to 9.9% for males, and 12% for the total population in 2017². Social exclusion and vulnerabilities faced, impact all aspects of socioeconomic life including accessible air, road and riverine transportation infrastructure, and particularly affects hinterland subpopulations. The socially inclusive *no one left behind* 2030 Sustainable Development Goal's agenda requires programming to address services disproportionately accessed by such groups.

1.02 An effective transportation system connects people to the supply and distribution of goods and services in both social and economic sectors, and is therefore essential to sustainable growth and development. Guyana's transportation sector consists of road, air, riverine and maritime modalities. The Government of the Co-operative Republic of Guyana (GOGY) therefore seeks to improve specifically identified services in three sub sectors, which all fall under the purview of through the Ministry of Public Infrastructure (MPI). These improvements are: (a) road, through the construction of a new bridge at Wismar; (b) air, through the upgrade of the aerodrome at Lethem; and (c) riverine, through the construction of a new stelling at Parika.

1.03 The Demerara Bauxite Company constructed the Mackenzie-Wismar Bridge during the period 1966 to 1967 and equipped it with a single lane railway track. The major objective at the time was to facilitate the transportation of bauxite from the West Bank mines, to the processing plant that was located on the East Bank of the Demerara River via railway cars. Mining activities on the West Bank have since declined, and the bridge is now primarily used by an estimated 40,000 persons from the Linden community, loggers, miners and other transients. The responsibility of operating and maintaining this toll bridge is with the Linmine Secretariat (a division of NICIL³). The Mackenzie-Wismar Bridge has assumed significant importance within Linden and Guyana as a whole as it is a major connection artery between Georgetown/Demerara and many interior/hinterland locations of Guyana connecting to Brazil. On average, about 3,000 vehicles cross this bridge daily resulting in traffic congestion during peak periods as it can only accommodate one lane of traffic at a time. The construction of a new bridge at Wismar has been afforded top priority by GOGY as stated in MPI's National Land Transport Strategy and Action Plan (2016-2026).

1 The hinterland population recorded a prevalence of 74%, the Amerindian population 78%, and urban population 19% (Guyana Measuring Poverty 2008).

2 Unemployment rates are higher for youth age cohorts and more so for females and rural dwellers: males 17.3%, females 28.0%, both males and females 21.6%; rural 24.5%, and urban 20.5%. Further, some 15% of PWDs never attend school, 40% of unemployed suffer job losses due to disability, and 79% of families face financial difficulties (Bureau of Statistics 2006).

3 A private Limited Liability company incorporated by the GOGY for the purpose of subscribing for, taking or otherwise acquiring, holding and managing the Government's shares, stocks, debentures or other securities of any company, co-operative societies or other corporate body.

2. OBJECTIVE

2.01 The objective of the consultancy is to conduct a feasibility study, and prepare detailed designs, drawings, cost estimates and bid documents for the construction of a bridge at Wismar, Linden.

2.02 Resilience building measures to address climate change and natural hazard impacts will be assessed as part of this analysis.

3. SCOPE OF SERVICES

3.01 The services are to be conducted in accordance with generally accepted international standards and professional practices acceptable to GOGY. Unless otherwise agreed with GOGY, the applicable standards and guidelines published by The American Association of State Highway and Transportation Officials (AASHTO) shall govern. The scope of work is understood to cover all activities necessary to accomplish the objectives of the consultancy, whether or not a specific activity is cited in this terms of reference (TOR). A participatory and consultative approach is to be adopted in the conduct of the services which will contribute to their completion in as timely a manner as possible.

3.02 Unless otherwise approved by GOGY, the geometric designs shall be in accordance with the current edition of "A Policy on Geometric Design of Highways and Streets" and the pavement designs shall be in accordance with the current edition of the "Guide for Design of Pavement Structures", both published by AASHTO. The Bridge Design must be in accordance with AASHTO "Standard Specifications for Highway Bridges" with HS-25 truck loading or other loading standard agreed with GOGY.

3.03 The Consultant will consider the alternatives of, but not be limited to:

- (a) A fixed two-lane bridge across the channel at an optimum location to be informed by the feasibility study. This bridge should include a walkway and should have an opening in the centre of the bridge to allow for vessels to pass the river channel.
- (b) A fixed two-lane bridge across the channel at an optimum location to be informed by the feasibility study. This bridge should include a walkway that is physically accessible to PWDs and should have a vertical clearance of 20 m over the channel.

In every case, at least three bridge type options should be evaluated. For example, pre-stressed concrete box Girder Bridge, hybrid steel composite bridge and cable-stayed bridge with composite deck.

3.04 In the order to achieve the objectives previously mentioned, the Scope of Services shall cover the following general and specific items:

- (a) The necessary urban integration of the project.
- (b) Current and foreseeable traffic needs.
- (c) The geometric layout with respect to on-land road network.
- (d) Bridge solutions.
- (e) Future of the existing bridge.

- (f) Environmental and social aspects.
 - (g) Capital and operating Costs.
 - (h) Socio-economic and financial considerations and implementation modes.
- 3.05 Analyses based on the existing/available data, information, consultations and reports.
- (a) The Study Area:
 - (i) Social and economic conditions and future development plans of Guyana as it relates to the study area.
 - (ii) Current conditions and future development plans of the transport sector of Guyana as it relates to the study area.
 - (iii) Environment and Social protection laws and regulation including findings from the “Environmental and Social Impact Assessment (ESIA)” and land acquisition.
 - (iv) Policies, Laws and Regulations regarding resettlement.
 - (v) Other data and information related to the study area.
 - (b) The Study Area:
 - (i) Climatic, environmental and Socio.
 - (ii) Natural, social, economic baseline activities and conditions.
 - (iii) Land use including environmentally and socio-culturally sensitive/significant areas.
 - (iv) Current transport network and road traffic.
 - (v) Traffic data on land transport and other transport in the study area.
 - (vi) Future transport development plan of roads.
 - (vii) Other data and information related to the study area including safety and universal design consideration for PWDs, cyclists and pedestrians.
- 3.06 Analyses based on the investigations and surveys:
- (a) Socio-economic surveys in the study area including land use.
 - (b) Surveys of transport infrastructure, systems and services in the study area.
 - (c) Traffic surveys in the study area.

- (d) Engineering surveys related to the proposed bridge construction including topographic survey and geotechnical investigation for bridge foundation and approach road.
- (e) Environmental surveys related to the proposed bridge and road construction including possible land acquisition.
- (f) Social surveys related to the proposed bridge and road construction including possible impacts and mitigation measures of resettlement and any other related dislocation.

3.07 Future Traffic Demand Forecast:

- (a) Clarification of the current socio-economic developmental framework of the study area.
- (b) Clarification of the current traffic demand related to the study area including: (aa) generation and attraction; (bb) distribution; (cc) modal split; and (dd) traffic assignment.
- (c) Review of national and regional development plans related to the study area.
- (d) Assumption of future socio-economic framework of the study area.
- (e) Assumption of the future transport network related to the study area.
- (f) Forecast of future traffic demand related to the study area.
- (g) Clarification of the structure of future traffic demand using the new bridge across Demerara River.

3.08 Study on alternative methods for crossing the Demerara River at Wismar:

- (a) Identification of the alternative methods for crossing the river as well as criteria for selecting the best option. Bridge crossings including a bridge-tunnel composite method of crossing should be considered.
- (b) Surveys on alternative methods:
 - (i) Socio-economic condition survey including land use.
 - (ii) Natural condition survey from engineering view point.
 - (iii) Study on possible environmental and social impacts.
- (c) Assessment of alternatives and selection of best option.
 - (i) Improvement of other methods.
 - (ii) Construction of the bridge.
 - (iii) Zero option.
- (d) Recommendation on the most appropriate and effective method for crossing the river.

3.09 Feasibility Analysis of the Study

- (a) Basic policy for the feasibility study on the bridge construction project.
- (b) Development of bridge alternatives by location, design and alignment from cost effective and updated technology consideration.
- (c) Development of decision matrix for selection of the best alternative.
- (d) Feasibility Study on the selected best alternative:
 - (i) Preliminary Design (bridge section and approach road sections). The preliminary design is to include main components and all relevant studies (including investigation such as hydraulic and Sedimentation Impact Study, Wind Impact Study, Seismic Impact Study, etc.) and drawings including construction methodology and Bill of Quantity (BOQ).
 - (ii) Costing (Investment and operation/maintenance), cost estimate will be based on BOQ and estimated unit rates.
 - (iii) Scheduling.
 - (iv) Conclusion of the feasibility analysis.

3.10 Initial environmental and social impact assessment of each alternative. The area of Study will be determined to include all areas in which the project may generate environmental and social impacts. The area generally adjacent to the bridge infrastructure, where the general impacts in the stages of execution of the works and use of the bridge are most direct and intensive, constitutes the area of direct influence. The remaining area where the effects are indirect and of lower intensity, are the area of indirect influence. These areas of direct and indirect influence must be delineated on a map at an appropriate scale, which shall show the population centres, protected areas and other areas of socio-cultural significance, and principal services, other representative physical, biotic, socioeconomic and cultural features, if possible. The impact assessment report to be presented must be analytical and concise, and emphasise the significant social and environmental risks/problems and opportunities to maximise project benefits, the mitigation measures and actions recommended, and the costs or recommended measures and responsibilities involved. This should include, but not necessarily be limited to the following:

- (a) Direct impacts.
 - (i) Bridge construction.
 - (ii) Road approaches to proposed bridge.
 - (iii) Human settlements, livelihoods as well as other social and gender impacts.
 - (iv) Vegetation and land use.
- (b) Indirect impacts.
 - (i) Wilderness, fragile and protected areas.
 - (ii) River flora and fauna/surrounding wildlife.

- (iii) Tourism impacts.
- (iv) Industrial impacts.
- (v) Commercial impacts.
- (c) Mitigation measures.
Cost of any environmental, social and gender mitigation measures during construction (silt curtains, spill booms, cofferdams, public safety provisions such as public lighting/illumination, sensitisation about issues faced by men/boys, women/girls, youth, children, indigenous peoples*, etc.
- (d) Resettlement and Relocation Impacts and plans.
Where necessary determine the social impact associated with relocation and resettlement of residents in the study area:
 - (i) Determine the impact of the operation of the Bridge on the residents (social, cultural and economic well-being).
 - (ii) Determine whether residents will need to relocate upon commencement of operation of the bridge
 - (iii) Deduce if compensatory mechanisms need to be in place for the residents and what form should it take.
 - (iv) Formulate measures that will mitigate the impacts on the residents as a result of the operation of the bridge.

See Annexes I and II for additional requirement details.

3.11 Economic evaluation for each development option including the no build alternative.

- (a) Estimation of economic benefits and cost.
 - (i) Calculation of user and non-user benefits.
 - (ii) Incremental consumer surplus to passenger and freight users (such as time savings which could potentially be capitalised in terms of joint development, lower costs and higher profits).
 - (iii) Improvement alternatives and investment cost.
 - (iv) Capacity increases.
 - (v) Time use savings and other social costs.
 - (vi) Accidents.

- (vii) Other benefits.
 - (viii) Maintenance cost savings.
 - (ix) Increased investment in adjacent areas.
 - (x) Changes in operating characteristics and operating costs.
 - (xi) Economic costs.
- (b) Evaluation of economic benefits and cost.
- (i) Economic feasibility indicators (net present value, internal rate of return).
 - (ii) First Year Rate of Return.
 - (iii) Sensitivity/risk analysis considering up to 20% decrease in traffic demand and 20% increase in costs.
 - (iv) Determination of optimum timing and project phasing.
- (c) Economic and development impact analysis.
- (i) Estimate the potential for additional economic development linked to the transportation benefits of the proposed new bridge options.
 - (ii) Calculate any 'multiplier' indirect and induced economic benefits based on evidence of such benefits from comparable changes in comparable economies elsewhere.
 - (iii) Analysis of beneficiaries.
 - (iv) Increased investment in adjacent areas.
 - (v) Job creation in Guyana due to construction activities.
 - (vi) Use of local firms as suppliers, contractors and subcontractors.
 - (vii) Technology transfer.
 - (viii) Impacts to be detailed by affected populations by income and sex (disaggregated males and females respectively).

3.12 Financial evaluation of development options.

The financial evaluation is aimed at measuring and evaluating financial aspects of the Project, including:

- (i) Review engineering cost estimates and proposed drawdown schedules prepared by the engineer.

- (ii) Recommend the appropriate cost recovery mechanism or tolling structures.
- (iii) Using the proposed toll and tariff structures, estimate revenues and expenditure flows simulating realistic tariffs based on predicted traffic volume.
- (iv) Prepare financial projections of the alternative developments over 20 years.
- (v) Carry out financial evaluation for the project alternatives by calculating the financial internal rate of return (FIRR) using proposed toll rates and compare it with a weighted average cost of capital (WACC). (The FIRR and WACC should be computed on an after-tax basis in real terms using current prices. The cost estimates and financial projections in nominal terms should be converted to real terms). From this financial evaluation the Consultant shall prepare income and expenditure profiles for each project alternative.
- (vi) Undertake sensitivity tests for the project alternatives by varying toll rates, project costs, implementation period, traffic volume, and a combination of these factors. This may also include analysis of affordability and willingness-to-pay surveys.
- (vii) Calculate a discounted real return to equity over the project life and assess its suitability for attracting private investors.
- (viii) Assess probable financing methods including those of public-private partnership or private sector financing modalities such as build-operate-transfer, leasing, and/or cooperative joint ventures.
- (ix) Determine optimum timing and project phasing of viable alternatives.

3.13 Preliminary Bridge Design:

The Consultant will provide preliminary designs of the most feasible alternative including:

- (a) Bridges.
- (b) Embankments.
- (c) Interchanges.
- (d) Utility diversions.
- (e) Traffic management.

3.14 Overall Evaluation and Recommendations:

- (a) Overall evaluation of the project.
- (b) Recommendations for the project implementation.
- (c) Recommendations for environmental and social considerations.
- (d) Recommendations for land acquisition and rehabilitation/ resettlement plan.

4. IMPLEMENTATION ARRANGEMENTS

The Consultant shall report to the Project Coordinator/MPI or her/his designate. The staff of MPI will assist the Consultant to coordinate activities including the planning of meetings, the stakeholders' workshop, interaction with the agencies and representatives and general administrative matters.

5. QUALIFICATIONS AND EXPERIENCE OF KEY SPECIALISTS

5.01 It is the consultants' responsibility to ensure that the team has an appropriate mix of key and non-key experts required to satisfy the full requirements of the TOR.

5.02 It is considered, as a guide only, that the Consulting Team is likely to include the following key experts, from which a Team Leader (the candidate must have performed the function of Team Leader on at least two similar projects within the past five years) may be selected and proposed.

5.03 All of the members of the Consulting Team must have excellent communication, interpersonal and teamwork skills and must be fluent in English. The key experts required for the Consultant's Team and their minimum qualifications and experience are as follows:

(a) Key Expert No. 1: Structural Engineer:

- (i) Education: Preferably a Master's Degree in Structural Engineering from a recognised university.
- (ii) Preferably a minimum of ten (10) years' experience in designing and supervising the construction of major structural works, including major bridges. The candidate must have been a registered professional engineer for a minimum of 10 years and be a corporate/chartered member of an international civil engineering body.

(b) Key Expert No. 2: Geotechnical Engineer:

- (i) Education: MSc. in Soil/Geotechnical Engineering from a recognised university.
- (ii) Experience: ten (10) years' experience in the conduct of Geotechnical studies for roads and bridges and be a corporate/chartered member of international civil engineering professional organisations. The candidate must have performed this role on at least two projects of this size and complexity within the past five years.

(c) Key Expert No. 3: Transport Economist:

- (i) Education: MSc. in Economics or Transport Planning or equivalent from a recognised university.
- (ii) Experience: At least five (5) years' experience in investment appraisal and in operational and economic analysis.

(d) **Key Expert No. 4: Social and Gender Specialist:**

- (i) The Specialist will be responsible for assessing the social and gender conditions and the main factors affecting sustainable social development outcomes. The candidate should preferably have 10 years' experience in development projects using participatory qualitative and quantitative research methods in accordance with the policy, guidelines and requirements of major International Financial Institutions. Knowledge of vulnerable groups of youth, elderly, children, persons with disabilities, indigenous peoples, and gender issues affecting men and women, respectively is critical for this assignment. Experience with infrastructure, transportation and/or climate resilient projects will be distinct assets.
- (ii) Education: Preferably a Master's Degree in Social Policy, Gender and Development Studies or related discipline.

(e) **Key Expert No. 5: Environmental Management Specialist:**

- (i) This Specialist will be responsible for ensuring that the project incorporates principles of environmental protection and will conduct a detailed environmental impact assessment as an input into the project. He/she will be responsible, *inter alia*, for: screening the proposed project against environmental protection criteria identifying and characterising expected impacts; the collection of relevant local data; identifying the probabilities/likelihood of specific change occurrences; conducting field investigations with local stakeholders; and in consultation with other team members, contribute to the identification of possible environment and social mitigation options, including their costs and benefits and prioritisation. At least seven years' work experience in the area of environmental impact assessment and in the preparation of environmental management plans. Experience in preparing environmental and social impact assessment/environmental impact assessment ESIA/EIS is a requirement.
- (ii) Education: Preferably a Master's Degree in environmental science from a recognised university.

5.04 It is envisaged that part-time inputs would be required from Surveyors, CAD Technicians, Climate Risk Management Specialist, and Geologist/Fluvial Morphology specialist

6. INPUTS

6.01 MPI will make available to the consultants: any existing studies, plans, and reports that might be necessary and applicable in the execution of the work required under this TOR.

6.02 The consultants will be responsible for obtaining all additional information, the execution of all studies, surveys and other services necessary for the correct execution of the work required under this TOR.

6.03 MPI will assist the consultants in obtaining from government departments and other sources, other basic data that might be necessary for the execution of the work required under this TOR.

7. REPORTING REQUIREMENTS AND DELIVERABLES

7.01 The Consultant shall prepare and submit the following reports in English to GOGY. All reports, drawings and presentations should be submitted in hard copy as well as an approved electronic format.

7.02 Preliminary Assessment Report: Seven copies will be submitted to GOGY/MPI (six for GOGY and one for CDB), three weeks after the commencement date of the study. The Preliminary Assessment Report will include:

- (a) Initial findings.
- (b) Consultants' detailed work schedule and methodology, including the schedule and scope of all surveys, investigations, and tests, etc., to be conducted.
- (c) A programme for the use of resources including personnel, equipment, and materials, etc.
- (d) A proposed outline for the final report.
- (e) Design criteria to be employed, including identification of all technical standards and procedures to be used.

MPI should respond with comments within one week.

7.03 Interim Report 1: Seven copies will be submitted four months after the commencement of the Study. Interim Report 1 will include:

- (a) Findings derived from tasks under Sections 3.04 to 3.12.
- (b) Main results from the Stakeholder Consultations.
- (c) A matrix of the options considered.
- (d) The socio-economical evaluation of the recommended site.
- (e) ESIA and Climate Vulnerability Assessment (CVA) Reports: The ESIA Report shall provide detailed findings in keeping with the TOR and focus on significant environmental, climate change, natural hazard and social, and gender issues. It will contain the findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting those data. The ESIA Report will be organised according to, but not necessarily limited by, the following outline:
 - (i) executive summary;
 - (ii) description of problem;
 - (iii) description of proposed project and alternatives;
 - (iv) description of the affected environment;
 - (v) environmental, social and gender impacts;

- (vi) mitigation measures;
 - (vii) environmental and social management plan;
 - (viii) applicable environmental laws and regulations; and
 - (ix) public consultation.
- (f) Geological, Topographic, Hydraulic and Hydrographic Survey Reports.
Regional and site geology, River Morphology Report.

MPI should respond with comments within 4 weeks.

7.04 Designs and Report: Seven copies will be submitted at the time of about six months after the commencement of the Study. The Final Report will include:

- (a) Bridge designs.
- (b) Architectural drawings of the approved options.
- (c) Draft Tender Documents including BOQs for the bridge construction phase.

7.05 GOGY shall submit its comments within four weeks after the receipt of the Draft Final Report.

7.06 Power Point presentations: The Consultant shall make at least two Power Point presentations during the period of execution of the study to key high-level decision makers. The first occurring upon submission of Interim Report 1 and the other upon submission of Draft Final Report or at any other time as is approved by MPI.

7.07 Final Report: Seven copies will be submitted within four weeks after the receipt of the comments on the Draft Final Report.

8. DURATION

It is expected that the consultancy will be completed over an eight-month period.

BUDGET
(USD'000)

Item	CDB (SFR)	GOGY	Total
Professional Fees:			
Structural/Bridge Engineer	156	-	156
Geotechnical Engineer	110	-	110
Transportation Engineer	132	-	132
Social and Gender Specialist	110	-	110
Environmental Management Specialist	94	-	94
Climate Risk Management Specialist	94	-	94
Other Key Experts	80	-	80
Sub-total	776	-	776
Reimbursables:			
Reports, Data Collection & Testing	130	25	130
Accommodation	48	-	48
Per Diem include rates	61	-	61
Air Travel	41	-	41
Communication	-	3	3
Local Transportation	-	24	24
Miscellaneous	20	-	20
Sub-total	300	52	352
Support Services:			
Office Accommodation	2	-	2
Workshops and Consultations	5	15	20
Sub-total	7	15	22
Total Consultancy Cost	1,083	67	1,150
Contingency (10%)	108	-	108
Project Total	1,191	67	1,258
Percentage	95	5	100

ENVIRONMENTAL IMPACT ASSESSMENT
NEW BRIDGE CONSTRUCTION

The full Environmental Impact Assessment (EIA) shall at minimum, include the following:

1. Methodology:

- (a) Review of secondary data from reports, studies, hazard risk assessments, geotechnical surveys, hazard risk assessments, and relevant policy documents such as legislation, regulations, standards and policies in the related areas.
- (b) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project. Information from the residents in the area on hazard history and impact, environmental impacts will guide in design and location.
- (c) Field visits.
- (d) Analysis and computation of data.

2. Description of the Environment:

- (a) Assemble, evaluate and present baseline data on the environmental, natural hazard, and climate change characteristics of the study area. Include information on any changes anticipated before the Project commences. The description should include:
 - (i) Physical environment: geology (general description for overall study area, fluvial geomorphology in the sector defined along the river 10 km upstream and 10 km downstream from the existing or proposed crossing, and details for land application sites); topography; soils (general description for overall study area and details for land application sites); monthly average temperatures, rainfall and runoff characteristics; and description of receiving waters (annual average discharge or current data by month, chemical and biological quality and existing discharges). Temporal and spatial trends in key environmental indicators should be identified, where possible.
 - (ii) Biological environment: terrestrial communities in areas affected by construction, facility siting, effluent and construction waste disposal; aquatic communities in affected waters; rare or endangered species; sensitive habitats, including parks or reserves and significant natural sites.
 - (iii) Natural hazard and climate change vulnerability: vulnerability of area to flooding, severe weather, earthquakes, extreme temperature and precipitation changes.
 - (iv) Socio-cultural environment: present and projected population; present land use; planned development activities; community structure; present and projected employment by industrial category; distribution of income; recreation; public health; cultural properties; indigenous peoples; customs; and aspirations and attitudes.

- (v) Legislative and Regulatory Considerations: Describe the pertinent regulations and standards governing environmental quality, pollutant discharges to surface waters and land, industrial discharges to public sewers, water reclamation and reuse, agricultural and landscape use of sludge, health and safety, protection of sensitive areas, protection of endangered species, siting, and land use control at the international, regional, national and local levels.

3. Determination of the Potential Impacts of the Proposed Project:

- (a) Conduct a detailed analysis of potential environmental, natural hazard, and climate change impacts and recommend mitigation measures and prepare a draft environmental management plan for the project. Distinguish between significant positive and negative impacts, direct and indirect impacts, cumulative, immediate and long-term impacts. Identify impacts that are unavoidable or irreversible. Wherever possible, describe impacts quantitatively in terms of environmental costs and benefits. Assign economic values when feasible.

4. Analysis of Alternatives to the Proposed Project:

- (a) Describe technical alternatives and the associated significant environmental, natural hazard, climate change, social and gender impacts examined in the course of developing the proposed project and identify key environmental, natural hazard, climate change and social vulnerability reduction objectives and the options/measures for achieving these objectives. (The concept of alternatives extends to siting and design, technology selection, construction techniques and phasing, and operating and maintenance procedures).
- (b) Compare alternatives in terms of potential environmental, natural hazard, climate change and social impacts, land requirements, capital and operating costs, reliability, suitability under local conditions, and institutional, training, and monitoring requirements. When describing the impacts, indicate which are irreversible or unavoidable and which can be mitigated. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Include the alternative of not constructing the Project, in order to demonstrate environmental conditions without it.

5. Consult with the social development and gender expert, and collectively develop an to mitigate negative impacts and maximise project benefits for the vulnerable.

- (a) Identify the critical issues requiring monitoring to ensure compliance to mitigation measures and present a draft Environmental and Social Management Plan (ESMP) with clear environmental and social monitoring indicators.
- (b) Recommend feasible and cost-effective measures to prevent or reduce significant negative environmental, social and gender impacts to acceptable levels.
- (c) Recommended measures to maximise social and gender benefits particularly for vulnerable groups.
- (d) Identify core components of the stakeholder engagement plan with recommendations of public education programmes as appropriate, and grievance mechanisms.

- (e) Recommended monitoring arrangements/requirements, along with institutional responsibilities (during implementation and the post construction periods).
- (f) Estimate the impacts and costs of those measures and of the institutional and training requirements to implement them, including proposed work programmes, budget estimates, schedules, staffing and training requirements, and any other necessary support services to implement the mitigating measures. Identify the costs of any special environmental mitigation measures to be incorporated into the Environmental Social and Management Plan (ESMP).

6. Stakeholder Consultations:

Identify appropriate mechanisms for providing information on progress of project preparation and implementation to stakeholders. It is anticipated that there will be considerable public interest from the Project due to the possible traffic disruptions. Public consultation work should be carried out at an early stage of the ESIA field work and once again when the draft ESIA report is available, before detailed designs commence. The results of the public consultation process should be reported in the ESIA

7. Climate Vulnerability Assessment:

- (a) The consultants shall prepare a CVA to identify and evaluate the effects of climate change on the project components and to identify resilience measures that should be included in the proposed project. The CVA methodology used should be consistent with recommendations from the Inter-governmental Panel on Climate Change.
- (b) They should begin by reviewing available documentation and information, including National Communication to the United Nations Framework Convention on Climate Change (UNFCCC), previous studies and identifying local meteorological data. They should begin by consulting relevant stakeholders to obtain the historical experience of past climate-related events. The analysis should be quantitative and include the following:
 - (i) Characterisation of the area and relevant infrastructure. Drawing on the information obtained from available documents and consultations with key stakeholders describe the proposed project area, including delineation of the zone potentially exposed to the relevant climate and climate change hazards, such as: flooding severe weather systems, high winds, extreme temperatures,). collecting any additional relevant physical, biological, environmental, economic and social characteristics of the study area. In coordination with other technical teams the consultant shall present a detailed description of proposed alternatives and the identification of the elements that are vulnerable to the impacts of climate change.
 - (ii) Characterisation of relevant climate variables and establishment of a climate baseline. The key climate variables would include, *inter-alia*, temperature and precipitation changes, (e.g. maximum daily precipitation as the basis for assessing the risk of local floods from surface runoff), and associated extreme rainfall and wind speeds.. Both historical data and future scenarios will be required with the former being used for ground-truthing and to establish a climate baseline. The consultant should identify the hydraulic, hydrologic, topographic variables affecting project components and surrounding areas. The consultant will be

expected to provide advice on the appropriate recurrence intervals for meteorological events impacting the proposed siting and design of the infrastructure. Given the expected life of the bridge, estimates should be presented by end of century climate scenarios.

- (iii) Estimate future impacts and vulnerabilities. Once the climate change scenarios have been established the relationship between the changes in the climate parameters (such as maximum temperature, precipitation and wind) and the impacts on the project components must be quantified. For each site, where appropriate, biophysical models such as hydrodynamic models can be used to analyse the physical interactions. The expected detail for each critical site (where impacts are likely to occur) will depend on site-specific considerations. The most vulnerable sections "hotspots" should be identified, including roads, power, telecommunication linkages, water supply, etc. The impacts on communities should also be assessed. For these areas, the consultant should prepare an impacts matrix describing for each relevant climate variable: the outcome (e.g. more severe weather systems, more heat waves), the impact on the physical (including community) assets and the impacts on community livelihoods, including quantification of the magnitude of these potential losses. The CVA should also assess the adaptive capacity of the communities, i.e., their existing coping strategies and how they have been adapted to previous extreme impacts. The Consultant is expected to assess the institutional capacity of NICIL to mainstream climate change considerations into their plans and operations. When assessing the impacts on the community sex-disaggregated data shall be collected to infer on the differential impacts on women and men, their assets, their perception of and exposition to threats and coping strategies in times of disasters.
- (iv) Adaptation assessment. The CVA Report should define the climate relevant parameters to be used for the detailed design of all works comprising the recommended alternative. All components shall include climate resilience considerations defined in terms the appropriate risk levels (return periods) as expected by end-of-century, or at the end of the expected economic life of the infrastructure. The consultants shall also identify and prioritise the most appropriate adaptation measures to incorporate into the project design to address the potential climate impacts. The consultants should consider a range of resilience options (e.g. slope stabilisation measures, increased maintenance, alternative routes in the event of flooding, river training, eco-system based approaches, institutional/policy measures, etc.). An economic and social analysis should also be conducted of each technically feasible adaptation option, showing the costs and benefits, or a cost-effectiveness analysis if the adaptation options are expected to deliver the same benefits. The Consultant is expected to comply with the technical quality requirements and the information required, including itemise costs of the recommended adaption measures.
- (v) Recommendations on capacity building.
- (vi) The CVA Report shall include:
 - (aa) a characterisation of the climate variables of interest, based on available observations;

- (bb) a characterisation of the relevant climate parameters for design incorporating climate change considerations for mid-century or for the expected economic life of the proposed infrastructure. It should include the recommended design parameters relevant to build climate resilience (including but not limited to: maximum rainfall rates, drought conditions, maximum temperatures and heat waves considerations, design wind speeds, etc.);
- (cc) identification and prioritisation of measures to increase resilience to the infrastructure, and measures to increase the adaptation capacity of the proposed structure;
- (dd) recommended adaptation plan of action, including costs estimates of incorporating climate change; and
- (ee) recommended capacity building activities targeting capacity strengthening at the NICIL, and the community, its representatives and the project main stakeholders.

SOCIAL IMPACT ASSESSMENT AND GENDER ANALYSIS

1. The Social Impact Assessment (SIA) and Gender Analysis will investigate developmental opportunities and risks related to the execution of the project; and inform possible mitigating measures to safeguard against any risks identified, as well as other measures to support positive social impacts. It will be conducted in a highly participatory, gender-responsive and socially inclusive manner engaging the communities, particularly with representatives of women and men, vulnerable groups such as children, youth, elderly, indigenous peoples (Amerindians), and PWDs.
2. The methodology shall include, but is not limited to the following:
 - (a) Review of secondary data from reports, studies, gender assessments, poverty assessments, census reports, labour force surveys, and relevant policy documents such as legislation, regulations, standards and policies in the areas of gender and social development including: vulnerable groups of women, youth, PWDs; indigenous peoples; and human trafficking victims.
 - (b) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project in order to gain and/or strengthen buy-in. Interviews, focus groups and other appropriate differential participatory methodologies may be employed for state and non-state stakeholders directly impacted by the works such as community-based organisations, non-governmental organisations, vulnerable groups (to include elderly, children, youth, men, women, PWDs, and indigenous peoples), private sector entities and relevant public agencies. Where applicable, focus groups may be convened for youth, PWDs, indigenous peoples, males and females, separately. Facilitation of participation through the provision of transportation and child care as well as appropriate timing should be ensured. All data shall be disaggregated by sex, age groups, disability status, indigenous groups, and race/ethnicity where feasible.
 - (c) Execution of site visit exercises to verify, update and fill gaps using community maps, transect walks, snowballing, as well as photographic documentation, and other appropriate participatory approaches.
 - (d) Computation and analysis of data and information collected.
3. The scope of work shall examine and report on the following, and related developmental issues:
 - (a) Describe the project areas including demographic, economic, topographical and socio-cultural data, disaggregated by sex:
 - (i) total population of the project areas (communities/villages);

¹ Social inclusion is the process of improving the terms on which individuals and groups take part in society - improving the ability, opportunity, and dignity of those disadvantaged on the basis of their identity [<http://www.worldbank.org/en/topic/socialdevelopment/brief/social-inclusion>]. This process includes those who are traditionally excluded due to inequalities associated with, *inter alia*, gender, poverty, disability, age cohort, geographic location (urban/rural/peri-urban), ethnicity, race and indigenous peoples' identity. The exclusion experienced may be evident in stereotypes, stigmas, and superstitions based on group identity and intersection of multiple identities. Disability may be mild, moderate, severe or profound. The types may include *inter alia*, intellectual, visual, physical, learning, speech, deafness, mental illness, and multiple types.

- (ii) population density of the project areas (communities/villages);
 - (iii) number of households by sex of household head;
 - (iv) labour force participation, employment and occupation; and
 - (v) prevalence of poverty.
- (b) Investigate any cost implications for consumers with a new bridge, and how this may differ by type of user (pedestrian, cyclist, motor vehicle operators, private/personal versus commercial etc), sex, and geographical location.
 - (c) Assess the different economic and social as well as household activities in relation to bridge usage, for both women and men, and vulnerable groups due to their different reproductive and productive tasks/activities.
 - (d) Identify the effects of the project in time used in the household disaggregated by sex; if time is freed up by the project, how men and women would use the time differently.
 - (e) Assess accessibility of the project areas, determine the accessible universal design standards required for use by PWDs, and any other requirements for safe use (by private/personal, commercial and other users). Safe use shall include evaluation of public illumination needs and the potential for preventing crime, including gender-based violence and sexual assault. Identify hot spots together with the police and the communities engaging women and men as they have different perspectives and advice on the placement of street lights.
 - (f) Quantify the expected number of project beneficiaries (direct and indirect) – disaggregated by sex and vulnerable groups like the elderly, indigenous people, disabled and children – during works and after works are completed.
 - (g) Assess the local labour force data and the potential of engaging communities, in particular youth and women, in the construction and maintenance and resilience building phases of the project. Give recommendations on training needs and legal requirements from a procurement perspective. Identify the number of men and women who will benefit from skilled and unskilled employment during project implementation and subsequent operation, and whether camp(s)² will be required to accommodate workers and related implications for social cohesion and gender equality.
 - (h) Identify any activity related to human trafficking as well as transactional and commercial sex in the project areas, and the possible impact of the construction works.
 - (i) Assess the level of social and economic dislocation/displacement, necessary project design considerations to be made to address social and economic needs, and determine the scope of any resettlement necessary. The assessment should identify possible gender impacts for men, women and vulnerable groups, as well as gender-responsive mitigation mechanisms. If resettlement is necessary, develop a resettlement action plan (RAP)³ including, *inter alia*:

² Accommodation for workers.

³ The World Bank's *Handbook for Preparing a Resettlement Action Plan* provides a useful framework for RAP preparation.

- (i) Introduction including description of the project, and related components.
- (ii) Identification of Project Impacts and Affected Population which clearly identifies:
 - (aa) Mapping.
 - (bb) Census.
 - (cc) Inventory of Affected Assets.
 - (dd) Socioeconomic Studies.
 - (ee) Analysis of Surveys and Studies.
 - (ff) Participatory Consultation with Affected People Concerning Assistance Benefits and Development Opportunities through public consultations.
 - (gg) Presentation of data disaggregated by project areas (communities/villages), sex, age groups, disability status, indigenous groups, race/ethnicity where feasible, and economic activity(ies).
- (iii) Legal Framework and Compensation Framework including Compensation, Eligibility for Assistance, and Responsibility and Schedule for Compensation Payments.
- (iv) Resettlement Assistance and Livelihood including: Selection and Preparation of the Resettlement Site(s); Influx Management; Relocation Schedule and Assistance; Replacement of Services and Enterprises; Livelihood Restoration; Treatment of Cultural Property; and Special Assistance for Women and Vulnerable Groups such as PWDs, youth and indigenous peoples.
- (v) Institutional/Organisational Responsibilities.
- (vi) Grievance Redress Mechanisms.
- (vii) Budget and Implementation Schedule.
- (viii) Performance Monitoring and Impact Monitoring.
- (ix) Public disclosure requirements.
- (j) Identify outstanding social issues and concerns in the project areas that hinder men and women, and vulnerable groups to fully access services and markets.
- (k) Describe the potential impacts of the project at its various stages (preparation, construction, and operation) on the social context in the immediate surrounding communities. Identify any issues pertaining to the design of the Project which may have social impacts (gender, livelihood or other dimensions).
- (l) Identify measures required to mitigate any significant negative impacts and measures to enhance gender equality in the project areas:

- (i) discuss the adequacy of proposed mitigation measures and measures to enhance gender equality and/or proposed alternative designs for the Project; and
 - (ii) estimate the cost of the measures and justify their suitability.
- (m) Prepare a detailed monitoring and evaluation plan for monitoring the implementation and evaluating the mitigating measures. Identify gender-responsive outputs and outcomes of the project activities to facilitate gender-responsive results monitoring and evaluation.
- (n) Define Community Participation Mechanisms:
- (i) appropriate mechanisms to engage women and men in the decision-making of the project in a gender-balanced way; and
 - (ii) appropriate gender-sensitive public education communication strategies for providing information on project activities and progress to stakeholders and for receiving timely feedback (pre-project, during implementation and post-implementation).
- (o) Convene a stakeholders' validation workshop, including community groups, representatives of vulnerable population groups (women, elderly, youth, indigenous people and PWDs), MPI, and government agencies, to discuss the findings of the consultancy and to seek consensus and clarification on issues from participants for incorporation in the Draft Final and Final ESIA Reports and related ESMP. As part of the stakeholders' validation workshop, conduct a gender sensitisation training to report on the findings of the gender analysis.

SCHEDULE 4

TERMS OF REFERENCE

CONSULTANCY SERVICES FOR: CONDUCTING A FEASIBILITY STUDY AND PREPARING DETAILED DESIGNS FOR THE CONSTRUCTION OF A NEW STELLING AT PARIKA

1. INTRODUCTION

1.01 The Co-operative Republic of Guyana (Guyana) had a population of 746,955 (375,150 females and 371,805 males) in 2012. The latest poverty assessment in 2006 showed that 36.1% of the population was poor, with higher prevalence in the hinterland areas¹. The Human Development Report (2016) however reveals steady improvement in living conditions, especially life expectancy, mean years of schooling, and gross national income per capita. The country thus attained a Human Development Index value of 0.638 in 2015 (an improvement of 17.9% since 1990). Notwithstanding progress made, at-risk groups including women, Amerindians, persons with disabilities (PWDs), and youth, face vulnerabilities. For example, female labour force participation was 43.6% compared to 68.9% for males, and 56% for the total population in 2017 (Third Quarter). Comparatively, the female unemployment rate was 15.3%, as opposed to 9.9% for males, and 12% for the total population in 2017². Social exclusion and vulnerabilities faced, impact all aspects of socioeconomic life including accessible air, road and riverine transportation infrastructure, and particularly affects hinterland subpopulations. The socially inclusive *no one left behind* 2030 Sustainable Development Goal's agenda requires programming to address services disproportionately accessed by such groups.

1.02 An effective transportation system connects people to the supply and distribution of goods and services in both social and economic sectors, and is therefore essential to sustainable growth and development. Guyana's transportation sector consists of road, air, riverine and maritime modalities. The Government of the Co-operative Republic of Guyana (GOGY) therefore seeks to improve specifically identified services in three sub sectors, which all fall under the purview of the Ministry of Public Infrastructure (MPI). These improvements are: (a) road, through the construction of a new bridge at Wismar; (b) air, through the upgrade of the aerodrome at Lethem; and (c) riverine, through the construction of a new stelling at Parika.

1.03 The Parika Stelling (a stelling is a riverine transport terminal catering to a range of watercraft) is located on the East Bank of the Essequibo River and is the main hub for riverine transportation services between Parika and the neighbouring communities separated by the Essequibo River. Government ferry services operated by the T&HD and privately owned speedboat operators, presently service the routes between Parika and Leguan, Wakenaam, Supernaam and Bartica. Demand for riverine transport has increased steadily over the years. According to T&HD, the Essequibo ferry service carried 384,000 passengers and 81,000 vehicles from January to November 2017, which represents a significant increase when compared to 150,000 passengers and 13,000 vehicles transported in the year 2000. The stelling functions as a major social and economic site for personal and commercial transactions. Trade in agricultural produce is conducted on the stelling itself. Other micro and small scale vending operations, including selling of fuel for the marine crafts and agricultural processing are conducted in the immediate/surrounding environs of the stelling.

1 The hinterland population recorded a prevalence of 74%, the Amerindian population 78%, and urban population 19% (Guyana Measuring Poverty 2008).

2 Unemployment rates are higher for youth age cohorts and more so for females and rural dwellers: males 17.3%, females 28.0%, both males and females 21.6%; rural 24.5%, and urban 20.5%. Further, some 15% of PWDs never attend school, 40% of unemployed suffer job losses due to disability, and 79% of families face financial difficulties (Bureau of Statistics 2006).

1.04 The physical structure of the stelling, comprising primarily block wall, timber and galvanised steel cladding, has deteriorated significantly over the years, and as demand on the facility increased, numerous attempts at repairing through patching rotted timber members and changing rusted galvanised cladding have become uneconomical. In spite of the many efforts, the facility is quickly becoming a threat to public safety. The upgrading of the Parika stelling has been prioritised and has been highlighted in the MPI Infrastructure Plan (2017-2025) that was recently presented to Cabinet.

2. OBJECTIVE

The objective of this Technical Assistance is to conduct a feasibility study, and prepare detailed designs, drawings, cost estimates and bid documents for the construction of a new stelling at Parika. The new intervention will comprise both waterfront and landside works including a new terminal building, docking facilities and associated infrastructure works.

3. SCOPE OF SERVICES

The scope of work for the consultancy is expected to cover all activities to accomplish the stated objective, whether or not a specific activity is cited in the terms of reference. The duties of the Consultant will include, but will not be limited to the following:

Phase I:

- (a) Review current operations and procedures.
- (b) Carry out an inventory of existing conditions on the landside (terminal building, access road), portside (mooring/berthing facilities) and other related economic activities conducted on the stelling towards completion of a conditions survey.
- (c) Conduct geomorphological, topographic and bathymetric surveys and collection of tide data.
- (d) Review and analyse ferry service operations to include forecast of passenger throughput for the next 20 years.
- (e) Carry out a demand/capacity analysis for passenger terminal and supporting facilities, including commercial establishments (vending booths, parking etc.).
- (f) Develop and present Master Plan with development alternatives (minimum of three) that are technically feasible, socially viable and climate resilient; and which are physically accessible for PWDs.
- (g) Prepare preliminary costing for the development of each alternative developed at (vi) including, *inter alia*: terminal building; commercial/vending areas; sanitation facilities; mooring/docking facilities parking areas; etc., and necessary mitigation measures. Carry out 'Least Cost Analysis' to determine preferred option.
- (h) Hold consultations to present and discuss the findings with representatives of GOGY, the Caribbean Development Bank (CDB) and other relevant stakeholders with the view of obtaining their feedback.

- (i) Particular attention should be paid to the following:
 - (i) demographic, economic and socio-cultural characteristics of the resident population in the catchment area;
 - (ii) impact of works on stakeholders, recommended mitigation measures, opportunities to maximise project benefits in the local community(ies) and monitoring indicators;
 - (iii) the impact of any land acquisition and redevelopment on local residents and businesses; and
 - (iv) socio-economic benefits of the project to stakeholders.
- (j) Prepare a phased implementation plan for the development of all the physical facilities identified.
- (k) Include energy efficient equipment in all aspects of the facility design including, but not limited to lighting, pumping, etc.
- (l) Evaluate the use of renewable energy to reduce cost of operations and include in the designs if found to be feasible.
- (m) Carry out a financial feasibility for the preferred alternative.
- (n) Prepare conceptual designs of the preferred alternative. The design must incorporate measures to mitigate the environmental and social impacts identified in the environmental and social impact assessment.

Phase II:

- (a) The consultant shall, contingent on the approval of GOGY and CDB of the Master Plan, undertake the following services:
 - (i) prepare project-specific environmental and social impact assessment for Phase I works (see Annex 1 to Appendix 3). Provide specific mitigation measures for all significant negative environmental, social and gender impacts identified for both the construction and operational phases. Building design specifications and overall project design for the facilities and associated works should conform to acceptable national/international building codes as well as Guyana's national planning and building regulatory requirements. Every effort should be made to include Renewable Energy and Energy Efficiency (RE/EE), environmental, social and gender enhancement features in the facility design where possible. These may include features such as, energy efficient lighting and fixtures, landscaping with native plant species, harvesting and storage of rainwater for non-potable uses, maximisation of natural/artificial lighting, ventilation and physically accessible sanitation facilities for men/boys and women/girls;

- (ii) develop a draft Environmental and Social Management Plan (ESMP) for inclusion in the tender documents. It should specifically address, but not necessarily be limited to the following: traffic management; building demolition and waste disposal; management of construction materials (transportation, storage and waste disposal); surface water drainage; mitigation of dust and noise nuisance; and social and gender safeguards to address risks identified, and enhance community relations and other social impacts identified in the Social Impact Assessment (SIA), etc.;
- (iii) develop a plan for addressing the social impacts identified in Phase 1 during construction and operation; and
- (iv) prepare detailed construction drawings, specifications, implementation schedule, and cost estimates, including costs of any measures to mitigate environmental and social impacts.

4. IMPLEMENTATION ARRANGEMENTS

MPI will assign a Project Coordinator (PC). PC will facilitate the work of the consultant and make available all studies, reports and data relevant to the completion of the exercise and will act as liaison between the consultant(s) and GOGY officials and stakeholders.

5. QUALIFICATIONS AND EXPERIENCE OF KEY SPECIALISTS

5.01 It is the consultant's responsibility to ensure that the team has an appropriate mix of key and non-key experts required to satisfy the full requirements of the terms of reference (TOR).

5.02 As a guide only, it is considered that the consulting team is likely to need to include the following key experts, from which a Team Leader (the candidate must have performed the function of Team Leader on at least 2 similar projects within the past 5 years) may be selected and proposed:

5.03 All of the members of the Consulting Team must have excellent communication, interpersonal and teamwork skills and must be fluent in English. The key experts required for the Consultant's Team and their minimum qualifications and experience are as follows:

(a) **Key Expert No. Marine Engineer:**

- (i) Education: Preferably a Master's Degree in Marine Engineering or equivalent from a recognised university.
- (ii) Experience: At least fifteen (15) years' experience in marine engineering with at least 5 years' related experience in developing countries. The candidate must have been a registered professional engineer for a minimum of ten (10) years and be a corporate/chartered member of international civil engineering body

- (b) **Key Expert No. 2: Structural Engineer:**
- (i) Education: Preferably a Master's Degree in Structural Engineering from a recognised university.
 - (ii) Experience: Preferably a minimum of then ten (10) years' experience in designing and supervising the construction of major structural works, including structures near marine environments. The candidate must have been a registered professional engineer for a minimum of ten (10) years and be a corporate/chartered member of an international civil engineering body.
- (c) **Key Expert No. 3: Geotechnical Engineer:**
- (i) Education: Preferably a Master's Degree in Geotechnical Engineering.
 - (ii) Experience: Preferably a minimum of ten (10) years' experience working in a marine environment and should be competent in geotechnical testing and analysis of data. The candidate must have been a registered professional engineer for a minimum of ten (10) years and be a corporate/chartered member of an international civil engineering body.
- (d) **Key Expert No. 4: Social and Gender Specialist:**
- (i) Education: Preferably a Master's Degree in Social Policy, Gender and Development Studies or related discipline.
 - (ii) The Specialist will be responsible for assessing the social and gender conditions and the main factors affecting sustainable social development outcomes. The candidate should preferably have ten (10) years' experience in development projects using participatory qualitative and quantitative research methods in accordance with the policy, guidelines and requirements of major International Financial Institutions. Knowledge of vulnerable groups of youth, elderly, children, PWDs, indigenous peoples, and gender issues affecting men and women, respectively is critical for this assignment. Experience with policy development, will be distinct assets.
- (e) **Key Expert No. 5: Environmental Specialist:**
- (i) Education: Preferably a Master's Degree in Environmental Science from a recognised university.
 - (ii) This Specialist will be responsible for ensuring that the project incorporates principles of environmental protection as an input into the project. He/she will be responsible, *inter alia*, for: screening the proposed project against environmental protection criteria; identifying and characterising expected impacts.; the collection of relevant local data; identifying the probabilities/likelihood of specific change occurrences; conducting investigations with local stakeholders; and, in consultation with other team members, contribute to the identification of possible environmental mitigation options, including their costs and benefits and prioritisation. At least

seven years work experience in the area of environmental assessment and in the preparation of environmental management plans.

(f) **Key Expert No. 6: Architect**

- (i) Education: Preferably a Master's Degree in Architecture from a recognised university.
- (ii) Experience: Preferably a minimum of seven (7) years' experience in designing commercial structures. Must have at least five years' experience working in the region and be a member of a recognised professional institution for at least seven years.

5.04 It is envisaged that part-time inputs would be required from Surveyors, CAD Technicians, Financial Analyst, Climate Risk Management Specialist, and Sustainable Energy Specialist.

6. INPUTS

6.01 MPI will make available to the consultants: plans, reports and operating records of the existing facilities that might be necessary and applicable in the execution of the work required under these TORs.

6.02 The consultants will be responsible for obtaining all additional information, the execution of all studies, surveys and other services necessary for the correct execution of the work required under this TORs.

6.03 MPI will assist the consultants in obtaining from government departments and other sources, other basic data that might be necessary for the execution of the work required under these TORs.

7. REPORTING REQUIREMENTS AND DELIVERABLES

Consultant shall prepare and submit the following reports in English to the GOGY. All reports, drawings and presentations should be submitted in hard copy as well as an approved electronic format.

Phase I

7.02 Within two weeks after the commencement of the assignment, the consultants will be required to present an inception report. The Report will:

- (a) state the extent to which the consultant has understood the assignment; and
- (b) present an outline plan for the remainder of the consultancy assignment. It should include a detailed implementation schedule setting out the tasks, activities and resources and methodologies to be used to execute the project.

7.03 Six copies and one copy of an Inception Report shall be submitted to GOGY and CDB respectively. GOGY will provide comments on this Report within one week of receipt of the Report and the consultants will adjust the on-going work according to the comments received.

7.04 Within 16 weeks, after the commencement of the works, the consultant will present a draft Feasibility Report. The report shall:

- (a) present conceptual layouts for options considered;
- (b) enumerate constraints to development at the site; including natural hazard risks and environmental considerations for the Project;
- (c) provide an estimate for each option proposed; and
- (d) recommend the preferred option.

7.05 This Report shall provide detailed findings in keeping with the TOR and focus on significant environmental, climate change, natural hazard and social, and gender issues. It will contain the findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting those data. The report shall comprise, but not necessarily limited by, the following outline:

- (a) executive summary;
- (b) description of problem;
- (c) description of proposed project and alternatives;
- (d) description of the affected environment;
- (e) environmental, social and gender impacts;
- (f) mitigation measures;
- (g) environmental and social management plan;
- (h) applicable environmental laws and regulations; and
- (i) public consultation.

7.06 Also included with the Feasibility Report the Consultants are required to submit a Draft Climate Vulnerability Assessment (CVA) within the 16-week period. This Report shall provide detailed findings in keeping with the TOR and focus on the characterisation of relevant climate change impacts and the identification and prioritisation of adaptation measures. It will contain the findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting those data. MPI should forward comments on the CVA Report to the consultants within four weeks of receipt.

7.07 The consultants shall submit six copies of the Draft Feasibility Report for review by GOGY and a further one copy to CDB.

7.08 Taking into consideration the comments/feedback from the consultations undertaken in paragraphs 7.02-7.05 the consultants shall submit a Final Feasibility Report and Master Plan within 4 weeks of receiving written comments from GOGY and CDB on the Draft Feasibility Report. Three copies and one copy of each report shall be submitted to GOGY and CDB respectively. The Reports shall also be submitted in digital format.

Stage Two - Detailed Designs

7.09 The consultant shall, contingent on the approval of GOGY and CDB of the Master Plan, undertake the following services:

- (a) prepare project-specific environmental and social impact assessment for Phase 1 works. Provide specific mitigation measures for all significant negative environmental, social and gender impacts identified for both the construction and operational phases. Building design specifications and overall project design for the facilities and associated works should conform to acceptable national/international building codes as well as Guyana's national planning and building regulatory requirements. Every effort should be made to include RE/EE, environmental, social and gender enhancement features in the facility design where possible. These may include features such as, landscaping with native plant species, harvesting and storage of rainwater for non-potable uses, maximisation of natural/artificial lighting, ventilation; and physically accessible sanitation facilities for men/boys and women/girls;
- (b) develop a draft ESMP for inclusion in the tender documents. The ESMP should specifically address, but not necessarily be limited to the following: traffic management; building demolition and waste disposal; management of construction materials (transportation, storage and waste disposal); surface water drainage; mitigation of dust and noise nuisance; social and gender safeguards to address risks identified, and enhance community relations and other social impacts identified in the SIA;
- (c) develop a for addressing the social impacts identified in Phase 1 during construction and operation; and
- (d) prepare detailed construction drawings, specifications, implementation schedule, and cost estimates, including costs of any measures to mitigate environmental and social impacts.

Stage Two - Reports and Time Schedule

7.10 Within eight weeks of receiving written instructions and comments from GOGY and CDB on the Final Feasibility Report and Master Plan, the consultants shall prepare a Draft Final Report and submit six copies to GOGY and one copy to CDB for review. The Draft Final Report shall:

- (a) establish the financial and economic feasibility of the recommended proposal;
- (b) provide itemised cost estimates (capital and recurrent) including pro-forma financial statements for a ten-year period for the recommended proposal;
- (c) include detailed designs, specifications and bid documents; and
- (d) suggest a schedule for the implementation of the recommended proposal.

7.11 MPI should submit comments with four weeks.

7.12 Within four weeks of receiving written comments from GOGY and CDB on the Draft Final Report, the consultant shall submit three copies of the Final Report to GOGY and one copy to CDB. The Final Report shall also be submitted in digital format.

8. DURATION

8.01 It is expected that the consultancy will be completed over a 10-month period.

BUDGET
(USD'000)

Item	CDB (SFR)	GOGY	Total
Professional Fees:			
Marine Engineer	192	-	192
Structural Engineer	143	-	143
Geotechnical Engineer	110	-	110
Architect	154	-	154
Social and Gender Specialist	132	-	132
Environmental Management Specialist	132	-	132
Other Key Experts	100	-	100
Sub-total	963		963
Reimbursables:			
Reports, Data Collection & Testing	100	40	140
Accommodation	44	-	44
Per Diem	55	-	55
Air Travel	41	-	41
Communication		1	1
Local Transportation		22	22
Miscellaneous	20	-	20
Sub-total	260	63	323
Support Services:			
Office Accommodation	20	-	20
Workshops and Consultations	8	23	31
Sub-total	28	23	51
Total Consultancy Cost	1,251	86	1,337
Contingency (10%)	125	-	125
Project Total	1,376	86	1,462
Percentage	94	6	100

ENVIRONMENTAL IMPACT ASSESSMENT
CONSTRUCTION OF NEW STELLING AT PARIKA

The full Environmental Impact Assessment shall at minimum, include the following:

- 1. Methodology:**
 - (i) Review of secondary data from reports, studies, hazard risk assessments, geotechnical surveys, hazard risk assessments, and relevant policy documents such as legislation, regulations, standards and policies in the related areas.;
 - (ii) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project. Information from the residents in the area on hazard history and impact, environmental impacts will guide in design and location;
 - (iii) Field visits; and
 - (iv) Analysis and computation of data.
- 2. Description of the Environment**
 - (i) Assemble, evaluate and present baseline data on the environmental, natural hazard, and climate change characteristics of the study area. Include information on any changes anticipated before the Project commences. The description should include:
 - (aa) geology (general description for overall study area and details for land application sites); topography; soils (general description for overall study area and details for land application sites); monthly average temperatures, rainfall and runoff characteristics;). Temporal and spatial trends in key environmental indicators should be identified, where possible.
 - (ii) Biological environment: terrestrial communities in areas affected by construction, facility siting, effluent and construction waste disposal; rare or endangered species; sensitive habitats, including parks or preserves and significant natural sites.
 - (iii) Natural hazard and climate change vulnerability: vulnerability of area to flooding, earthquakes, temperature and precipitation changes.
 - (iv) Socio-cultural environment: present and projected population; present land use; planned development activities; community structure; present and projected employment by industrial category; distribution of income, recreation; public health; cultural properties; indigenous peoples; customs; and aspirations and attitudes.
 - (v) Legislative and Regulatory Considerations: Describe the pertinent regulations and standards governing environmental quality, pollutant discharges to surface waters and land, industrial discharges to public sewers, agricultural and landscape use of sludge, health and safety, protection of sensitive areas, protection of endangered

species, siting, and land use control at the international, regional, national and local levels.

3. Determination of the Potential Impacts of the Proposed Project

Conduct a detailed analysis of potential environmental, natural hazard, and climate change impacts and recommend mitigation measures and prepare a draft environmental management plan for the project. Distinguish between significant positive and negative impacts, direct and indirect impacts, cumulative, immediate and long-term impacts. Identify impacts that are unavoidable or irreversible. Wherever possible, describe impacts quantitatively in terms of environmental costs and benefits. Assign economic values when feasible.

4. Analysis of Alternatives to the Proposed Project

- (i) Describe technical alternatives and the associated significant environmental, natural hazard, climate change, social and gender impacts examined in the course of developing the proposed project and identify key environmental, natural hazard, climate change and social vulnerability reduction objectives and the options/measures for achieving these objectives. (The concept of alternatives extends to siting and design, technology selection, construction techniques and phasing, and operating and maintenance procedures).
- (ii) Compare alternatives in terms of potential environmental, natural hazard, climate change and social impacts, land and energy requirements, capital and operating costs, reliability, suitability under local conditions, and institutional, training, and monitoring requirements. When describing the impacts, indicate which are irreversible or unavoidable and which can be mitigated. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Include the alternative of not constructing the Project, in order to demonstrate environmental conditions without it.

5. Consult with the social development and gender expert, and collectively develop an ESMP to mitigate negative impacts and maximise project benefits for the vulnerable

- (i) Identify the critical issues requiring monitoring to ensure compliance to mitigation measures and present a Draft ESMP with clear environmental and social monitoring indicators.
- (ii) Recommend feasible and cost-effective measures to prevent or reduce significant negative environmental, social and gender impacts to acceptable levels.
- (iii) Recommended measures to maximise social and gender benefits particularly for vulnerable groups.
- (iv) Identify core components of the stakeholder engagement plan with recommendations of public education programmes as appropriate; and grievance mechanisms.

- (v) Recommended monitoring arrangements/requirements, along with institutional responsibilities (during implementation and the post construction periods).
- (vi) Estimate the impacts and costs of those measures and of the institutional and training requirements to implement them, including proposed work programs, budget estimates, schedules, staffing and training requirements, and any other necessary support services to implement the mitigating measures. Identify the costs of any special environmental mitigation measures to be incorporated into the ESMP.

6. Stakeholder Consultations

Identify appropriate mechanisms for providing information on progress of project preparation and implementation to stakeholders. It is anticipated that there will be considerable public interest concerning the Project. Public consultation work should be carried out at an early stage of the Environmental and Social Impact Assessment (ESIA) fieldwork and once again, when the draft ESIA report is available, before detailed designs commence. The results of the public consultation process should be reported in the ESIA.

7. Climate Vulnerability Assessment

- (a) The consultants shall prepare CVA (as part of the ESIA) to identify and evaluate the effects of climate change on the project components and to identify resilience measures that should be included in the proposed project. The CVA methodology used should be consistent with recommendations from the Inter-governmental Panel on Climate Change (IPCC). https://www.ipcc.ch/publications_and_data/ar4/wg2/en/ch19.html.
- (b) They should begin by reviewing available documentation and information, including National Communication to the United Nations Framework Convention on Climate Change (UNFCCC), previous studies and identifying local meteorological data, and by consulting relevant stakeholders to obtain the historical experience of past climate-related events. The analysis should be quantitative and include the following:
 - (i) Characterisation of the area and relevant infrastructure. Drawing on the information obtained from available documents and consultations with key stakeholders describe the proposed project area, including delineation of the zone potentially affected by climate change severe weather systems–, collecting any additional relevant physical, (river morphology), biological, environmental, economic and social characteristics of the study area. In coordination with other technical teams the consultant shall present a detailed description of proposed alternatives and the identification of the elements that are vulnerable to the impacts of climate change.
 - (ii) Characterisation of relevant climate variables and establishment of a climate baseline. The key climate variables would include, inter-alia, temperature and precipitation (e.g. maximum daily precipitation as the basis for assessing the risk of floods from local surface runoff); sea-level

rise, droughts, floods and wind. Both historical data and future scenarios will be required with the former being used for ground-truthing and to establish a climate baseline. The consultant should identify the hydraulic, hydrologic, topographic and bathymetric variables affecting project components and surrounding areas. The consultant will be expected to provide advice on the appropriate recurrence intervals for meteorological events impacting the proposed siting and design of the infrastructure. Given the expected life of the works, estimates should be presented for climate condition expected at end of economic life, or by mid-century climate scenarios.

- (iii) Estimate Future Impacts and vulnerabilities. Once the climate change scenarios have been established the relationship between the changes in the climate parameters (such as average temperature and precipitation) and the impacts on the coastal zone and project components must be quantified. For each site, where appropriate, biophysical models such as hydrodynamic models can be used to analyse the physical interactions. The expected detail for each critical site (where impacts are likely to occur) will depend on site specific considerations. The most vulnerable sections "hotspots" should be identified, including access roads, power, telecommunication linkages, water supply, etc. The impacts on communities should also be assessed. For these areas, the consultant should prepare an impacts matrix describing for each relevant climate variable: the outcome (e.g. changes in precipitation patterns increasing droughts and possible siltation), the impact on the physical (including community) assets and the impacts on community livelihoods, including quantification of the magnitude of these potential losses. They should also assess the adaptive capacity of the communities, i.e., their existing coping strategies and how they have been adapted to previous extreme impacts. When assessing the impacts on the community sex-disaggregated data shall be collected to infer on the differential impacts on women and men, their assets, their perception of and exposition to threats and coping strategies in times of disasters. The Consultant is expected to assess the institutional capacity MPI and T&HD, to mainstream climate change considerations into their plans and operations.
- (iv) Adaptation assessment. The CVA Report should define the climate relevant parameters to be used for the detailed design of all works comprising the recommended alternative. All components shall include climate resilience considerations defined in terms the appropriate risk levels (return periods) as expected by mid-century, or at the end of the expected economic life of the infrastructure. The consultants shall also identify and prioritise the most appropriate adaptation measures to incorporate into the project design parameters to address the potential climate impacts. The consultants should consider a range of resilience options (e.g. slope stabilisation measures, seawall design, increased maintenance, increased drainage, alternative routes in the event of flooding, river training, eco-system based approaches, institutional/policy measures, etc.). An economic and social analysis should also be conducted of each technically feasible adaptation option, showing the

costs and benefits, or a cost-effectiveness analysis if the adaptation options are expected to deliver the same benefits. The Consultant is expected to comply with the technical quality requirements and the information required, including itemise costs of the recommended adaptation measures in order to receive a dedicated allocation from the Department for International Development's International Climate Fund.

- (v) Areas potentially affected by climate change –sea level rise, intense tropical storms, surges- (the seaward and landward extent of areas that directly influence the coast and that the coast influences), collecting any additional relevant physical, biological, environmental, economic and social characteristics of the study area.
- (vi) Recommendations on capacity building/public education of communities in the project areas concerning climate change, extreme weather events and disasters taking into account the different roles and responsibilities, assets and coping strategies of women and men.
- (vii) Expected deliverables. The CVA Report shall include:
 - (aa) a characterisation of the climate variables of interest, based on available observations;
 - (bb) a characterisation of the relevant climate parameters for design incorporating climate change considerations for mid-century or for the expected economic life of the proposed infrastructure. It should include the recommended design parameters relevant to build climate resilience (including but not limited to: maximum rainfall rates, maximum temperatures;
 - (cc) identification and prioritisation of measures to increase resilience to the infrastructure, and measures to increase the adaptation capacity of the proposed facility;
 - (dd) recommended adaptation plan of action, including costs estimates of incorporating climate change; and
 - (ee) recommended capacity building activities targeting capacity strengthening at MPI and T&HD, and the community, its representatives and the project main stakeholders.

SOCIAL IMPACT ASSESSMENT AND GENDER ANALYSIS

1. The SIA and Gender Analysis will investigate developmental opportunities and risks related to the execution of the project; and inform possible mitigating measures to safeguard against any risks identified, as well as other measures to support positive social impacts. It will be conducted in a highly participatory, gender-responsive and socially inclusive manner engaging the communities, particularly with representatives of women and men, vulnerable groups such as children, youth, elderly, indigenous peoples (Amerindians), and PWDs.
2. The methodology shall include, but is not be limited to the following:
 - (a) Review of secondary data from reports, studies, gender assessments, poverty assessments, census reports, labour force surveys, and relevant policy documents such as legislation, regulations, standards and policies in the areas of gender and social development including: vulnerable groups of women, youth, PWDs; indigenous peoples; and human trafficking victims.
 - (b) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project in order to gain and/or strengthen buy-in. Interviews, focus groups and other appropriate differential participatory methodologies may be employed for state and non-state stakeholders directly impacted by the works such as Community-Based Organisations, Non-Governmental Organisations, vulnerable groups (to include elderly, children, youth, men, women, PWDs, and indigenous peoples), private sector entities and relevant public agencies. Where applicable, focus groups may be convened for youth, PWDs, indigenous peoples, males and females, separately. Facilitation of participation through the provision of transportation and child care as well as appropriate timing should be ensured. All data shall be disaggregated by sex, age groups, disability status, indigenous groups, and race/ethnicity where feasible.
 - (c) Execution of site visit exercises to verify, update and fill gaps using community maps, transect walks, snowballing, as well as photographic documentation, and other appropriate participatory approaches.
 - (d) Computation and analysis of data and information collected.
3. The scope of work shall examine and report on the following, and related developmental issues:
 - (a) Describe the project areas including demographic, economic, topographical and socio-cultural data, disaggregated by sex:
 - (i) total population of the project areas (communities/villages);
 - (ii) population density of the project areas (communities/villages);
 - (iii) number of households by sex of household head;
 - (iv) labour force participation, employment and occupation; and
 - (v) prevalence of poverty.

- (b) Investigate any tariff and other cost implications for consumers/users of new stelling, and how this may differ by type of user (private/personal versus commercial etc.), sex, and geographical location. Assess the pricing structure for the use of riverine transport – per age group, per type of user (private/personal versus commercial etc).
- (c) Assess the different economic and social as well as household activities, for both women and men, and vulnerable groups due to their different reproductive and productive tasks/activities in the household and the socio-economy. Consider:
 - (i) Who uses riverine transport and for what purpose by sex of primary user?
 - (ii) Which community activities involve the use of riverine transport?
 - (iii) Which business activities involve usage of riverine transport? Is this business run by a woman or a man?
- (d) Identify the effects of the project on time use in the household disaggregated by sex: in time is freed up by the project, how men and women would use the time differently.
- (e) Assess accessibility of the project areas, determine the accessible universal design standards required for use by PWDs, and any other requirements for safe use (by private/personal, commercial and other users). Safe use shall include evaluation of public illumination needs and the potential for preventing crime, including gender-based violence and sexual assault. Identify hot spots together with the police and the communities engaging women and men as they have different perspectives and advice on the placement of street lights.
- (f) Quantify the expected number of project beneficiaries (direct and indirect) – disaggregated by sex and vulnerable groups like the elderly, indigenous people, disabled and children – during works and after works are completed.
- (g) Assess the local labour force data and the potential of engaging communities, in particular youth and women, in the construction and maintenance and resilience building phases of the project. Give recommendations on training needs and legal requirements from a procurement perspective. Identify the number of men and women who will benefit from skilled and unskilled employment during project implementation and subsequent operation, and whether camp(s)⁹ will be required to accommodate workers and related implications for social cohesion and gender equality.
- (h) Identify any activity related to human trafficking as well as transactional and commercial sex in the project areas, and the possible impact of the construction works.
- (i) Assess the level of social and economic dislocation/displacement, necessary project design considerations to be made to address social and economic needs, and determine the scope of any resettlement necessary. The assessment should identify possible gender impacts for men, women and vulnerable groups, as well as gender-responsive resettlement and

9 Accommodation for workers.

mitigation mechanisms. If resettlement is necessary, develop a resettlement action plan (RAP)¹⁰ including, *inter alia*:

- (i) Introduction including description of the project, and related components.
- (ii) Identification of project impacts and affected population which clearly identifies: mapping, census, inventory of affected assets, socioeconomic studies, analysis of surveys and studies, participatory consultation with affected people concerning assistance benefits and development opportunities through public consultations, and presentation of data disaggregated by project areas (communities/villages), sex, age groups, disability status, indigenous groups, race/ethnicity where feasible, and economic activity(ies).
- (iii) Legal framework and compensation framework including compensation, eligibility for assistance, and responsibility and schedule for compensation payments.
- (iv) Resettlement assistance and livelihood including selection and preparation of the resettlement site(s), influx management, relocation schedule and assistance, replacement of services and enterprises, livelihood restoration, treatment of cultural property and special assistance for women and vulnerable groups such as PWDs, youth and indigenous people.
- (v) Institutional/organisational responsibilities.
- (vi) Grievance redress mechanisms.
- (vii) Budget and implementation schedule.
- (viii) Performance monitoring and impact monitoring.
- (ix) Public disclosure requirements.
- (j) Identify outstanding social issues and concerns in the project areas, including current deficiencies that hinder men and women, and vulnerable groups to fully access services and markets.
- (k) Describe the potential impacts of the project at its various stages (preparation, construction, and operation) on the social context in the immediate surrounding communities. Identify any issues pertaining to the design of the Project that may have social impacts (gender, livelihood or other dimensions).
- (l) Identify measures required to mitigate any significant negative impacts and measures to enhance gender equality in the project areas:
 - (i) discuss the adequacy of proposed mitigation measures and measures to enhance gender equality and/or proposed alternative designs for the Project;

¹⁰ The World Bank's *Handbook for Preparing a Resettlement Action Plan* provides a useful framework for RAP preparation.

- (ii) consider measures such as training opportunities for vulnerable people to take part in project activities, workers code of conduct and grievance mechanisms, measures; and
 - (iii) estimate the cost of the measures and justify their suitability.
- (m) Prepare a detailed monitoring and evaluation plan for monitoring the implementation and evaluating the mitigating measures. Identify gender-responsive outputs and outcomes of the project activities to facilitate gender-responsive results monitoring and evaluation.
- (n) Define Community Participation Mechanisms (CPM) by identifying:
 - (i) appropriate mechanisms to engage women and men in the decision-making of the project in a gender-balanced way; and
 - (ii) appropriate gender-sensitive public education communication strategies for providing information on project activities and progress to stakeholders and for receiving timely feedback (pre-project, during implementation and post-implementation).
- (o) Convene a stakeholders' validation workshop, including community groups, representatives of vulnerable population groups (women, elderly, youth, indigenous people and PWDs), MPI, and government agencies, to discuss the findings of the consultancy and to seek consensus and clarification on issues from participants for incorporation in the Draft Final and Final ESIA Reports and related ESMP. As part of the stakeholders' validation workshop, conduct a gender sensitisation training to report on the findings of the gender analysis.

SCHEDULE 5

TERMS OF REFERENCE

CONSULTANCY SERVICES FOR CONDUCTING A FEASIBILITY STUDY AND PREPARING DETAILED DESIGNS FOR THE UPGRADE OF THE LETHEM AERODROME

1. INTRODUCTION

1.01 The Co-operative Republic of Guyana (Guyana) had a population of 746,955 (375,150 females and 371,805 males) in 2012. The latest poverty assessment in 2006 showed that 36.1% of the population was poor, with higher prevalence in the hinterland areas¹. The Human Development Report (2016) however reveals steady improvement in living conditions, especially life expectancy, mean years of schooling, and gross national income per capita. The country thus attained a Human Development Index value of 0.638 in 2015 (an improvement of 17.9% since 1990). Notwithstanding progress made, at-risk groups including women, Amerindians, persons with disabilities (PWDs), and youth, face vulnerabilities. For example, female labour force participation was 43.6% compared to 68.9% for males, and 56% for the total population in 2017 (Third Quarter). Comparatively, the female unemployment rate was 15.3%, as opposed to 9.9% for males, and 12% for the total population in 2017². Social exclusion and vulnerabilities faced, impact all aspects of socioeconomic life including accessible air, road and riverine transportation infrastructure, and particularly affects hinterland subpopulations. The socially inclusive *no one left behind* 2030 Sustainable Development Goal's agenda requires programming to address services disproportionately accessed by such groups.

1.02 Guyana is currently in the process of drafting a new Green State Development Strategy (GSDS), which will guide the country's economic and social development over the next 15 years. The objective of the Strategy is to reorient and diversify Guyana's economy, and therefore reduce reliance on traditional sectors and opening up new sustainable income and investment opportunities in higher value adding sectors such as ecotourism and renewable energy. This also involves creating development opportunities in the hinterland, thereby reducing migration to coastal areas. One of the necessary conditions for achieving this is an efficient transportation system.

1.03 An effective transportation system connects people to the supply and distribution of goods and services in both social and economic sectors, and is therefore essential to sustainable growth and development. Guyana's transportation sector consists of road, air, riverine and maritime modalities. The Government of the Co-operative Republic of Guyana (GOGY) therefore seeks to improve specifically identified services in three sub sectors, which all fall under the purview of the Ministry of Public Infrastructure (MPI). These improvements are: (a) road, through the construction of a new bridge at Wisimar; (b) air, through the upgrade of the aerodrome at Lethem; and (c) riverine, through the construction of a new stelling at Parika.

1.04 Lethem Aerodrome is located in Region 9. It is owned by GOGY and operated by the GCAA. During the early years of existence of the aerodrome, daily flights were received from Guyana Airways Corporation operating the Douglas DC-6 aircraft. The DC-6 aircraft had passenger accommodation for 48-56 persons but was mostly equipped to carry freight with a maximum take-off capacity of about 97,200 pounds. There was a steady increase in aircraft arrivals between 2011 and 2018 with records showing an increase by approximately 50% between 2011 and 2016. A significant number of the passengers transported

1 The hinterland population recorded a prevalence of 74%, the Amerindian population 78%, and urban population 19% (Guyana Measuring Poverty 2008).

2 Unemployment rates are higher for youth age cohorts and more so for females and rural dwellers: males 17.3%, females 28.0%, both males and females 21.6%; rural 24.5%, and urban 20.5%. Further, some 15% of PWDs never attend school, 40% of unemployed suffer job losses due to disability, and 79% of families face financial difficulties (Bureau of Statistics 2006).

were Brazilian nationals moving between Northern Brazil, Georgetown and Paramaribo, Suriname and were involved primarily in the mining and commercial sectors of Guyana and Suriname. Two carriers currently use the Lethem Aerodrome, Trans Guyana Airways and Roraima Airways. The Minister of Finance, in his 2018 Budget Speech, highlighted the upgrade of the Lethem Aerodrome.

2. OBJECTIVE

The objective of this consultancy is to conduct a feasibility study and to prepare detailed designs drawings, cost estimates and bid documents for design works for the upgrade of the Lethem Aerodrome to an appropriately specified airport.

3. SCOPE OF WORK

3.01 The scope of work for the consultancy is expected to cover all activities to accomplish the stated objective, whether or not a specific activity is cited in the terms of reference. The duties of the Consultant(s) will include, but will not be limited to:

(a) **Phase I**

- (i) Historical Traffic Characteristics and Analysis. Collect traffic data on historical passenger and cargo traffic of the aerodrome. Data should include annual passenger data; annual passenger air transport movement data; peak hour runway movement data, peak passenger aircraft stand demand data; annual air cargo and post and courier data by destination.
- (ii) Traffic Projections. Based on the identified drivers, develop traffic forecast up to 2040. The consultant should be able to provide explanation of material changes in traffic growth/structure, if any. The Consultant should develop relevant top-down forecasts for the projection period:
 - (aa) Assumptions on traffic structure should be justified as appropriate and supported with relevant evidences. Traffic projections should include standard confidence intervals for Projection Period. The Consultant should check derived projections against expected industry growth rates from reputable and valid sources and justify deviations from average industry forecast, if any.
 - (bb) In addition, top-down traffic model should be cross-checked with bottom-up model, where traffic forecast should be projected based on the economy. The Consultant should develop "base-case and "pessimistic-case" traffic projections.
 - (cc) Developed traffic projections should be sufficient for the Design Basis Analysis.
- (iii) Conduct geomorphological topographic survey and other relevant investigations as necessary.
- (iv) Review all existing data, plans, documentation and reports related to the Lethem Aerodrome.

- (v) Agree with MPI/GOGY on design parameters, e.g. aircraft category expected to be utilised by the airport, class of airport and level of service etc.
- (vi) Prepare a brief geotechnical report covering construction and strength of existing pavement, sources and quality of the select fill, and available pavement materials and assessment of the cost of the various construction materials required for the upgrading works.
- (vii) Prepare a draft Airport Master Layout Plan (AML³) to establish airport accessible³ land use requirements and capacity constraints for the development of airport capacity in line with the forecast traffic requirements and to standards acceptable to the International Civil Aviation Organisation. The AMLP should determine the optimum sites and respective site area requirements with respect to the existing runway alignment, for all significant airport functions, including, *inter alia*:
 - (aa) taxiway and apron configurations;
 - (bb) arrival/departure terminal building;
 - (cc) navigation aids;
 - (dd) control tower;
 - (ee) fire/rescue services;
 - (ff) aircraft hangar facility;
 - (gg) flight catering;
 - (hh) airline support facility;
 - (ii) airport administration and maintenance;
 - (jj) commercial development;
 - (kk) carpark facilities;
 - (ll) road layout;
 - (mm) fuel storage facility; and
 - (nn) security fencing, etc.
- (viii) Include in all aspects of the evaluation the use of energy efficient equipment.
- (ix) Investigate opportunities to utilise renewable energy to reduce the cost of operations of the facility.

- (x) Provide at least two alternative layout options.
- (xi) Prepare an initial environmental impact assessment for the preferred alternative. It should examine significant negative environmental impacts associated with implementation taking into consideration cumulative impacts which could arise from direct and indirect impacts of AMLP. Explicit consideration should be given to the availability and sourcing of critical construction materials and natural hazard risks and their potential impacts. Recommendations should be provided for mitigation measures including risk reduction measures for both the Master Plan design and physical design specifications of the facilities and works proposed under the Master plan.
- (xii) Conduct a Social Impact Assessment (SIA) of the proposed works on the Lethem community. Particular attention should be paid to the following:
 - (aa) demographic, economic and socio-cultural characteristics of the resident population in the catchment area;
 - (bb) impact of works on stakeholders, recommended mitigation measures, opportunities to maximise project benefits in the local community(ies) and monitoring indicators;
 - (cc) the impact of any land acquisition and redevelopment on local residents and businesses; and
 - (dd) socio-economic benefits of the project to stakeholders.

Refer to Annex 2 of Appendix 2 for further details.

(b) **Phase II**

3.02 The Consultant shall, contingent on the approval of GOGY and the Caribbean Development Bank (CDB) of the AMLP, undertake the following services:

- (i) Prepare project-specific environmental and social assessment for Phase 1 works. (see Annex 1 to Appendix 2). Provide specific mitigation measures for all significant negative environmental, social and gender impacts identified for both the construction and operational phases. Building design specifications and overall project design for the facilities and associated works should conform to acceptable national/international building codes as well as Guyana's national planning and building regulatory requirements. Every effort should be made to include renewable energy, and energy efficient fixtures, environmental, social and gender enhancement features in the facility design where possible. These may include have physically accessible facilities for PWDs and features such as, landscaping with native plant species, harvesting and storage of rainwater for non-potable uses, maximisation of natural/artificial lighting, ventilation; and physically accessible sanitation facilities for men/boys and women/girls.
- (ii) Develop a draft Environmental and Social management Plan (ESMP) for inclusion in the tender documents. The ESMP should specifically address, but not necessarily be limited to the following: traffic management; management of construction materials (transportation, storage and waste disposal); surface water drainage; mitigation of dust and

noise nuisance; social and gender safeguards to address risks identified, and enhance community relations and other social impacts identified in the SIA.

- (iii) Prepare detailed designs, specifications drawings and bid documents. The designs shall take into account energy efficiency and incorporating the use of Renewable Energy and Energy Efficiency (RE/EE) fixtures and systems, floor areas of major facilities, standard busy hour rates and peak hour passenger rates or other design criteria, facility requirement and limitations. Customs and airline requirements, operational procedures, aircraft operations and concession areas should also be taken into account. In preparing the design, the Consultant will take into account the need to maximise the use of local materials and skilled and unskilled labour, minimum future requirements to the extent possible, and a need to keep the cost of the proposed development to a level commensurate with the available finance.
- (iv) Prepare a preliminary drainage study to establish design criteria and a concept plan for the airport drainage system.
- (v) Based on the above designs, prepare cost estimates for the development works.
- (vi) Prepare a detailed feasibility report to include economic and financial analysis of the project. The economic internal rate of return and the financial internal rate of return to be calculated taking into account capital, operating, periodic and routine maintenance cost etc. Traffic forecast are to be based on appropriate market research. The economic feasibility study is to include *inter alia*:
 - (aa) an analysis of the expected travel cost savings in relation to the impact of the new airport;
 - (bb) pricing of airport services and aeronautical fees, (landing charges, parking charges, passenger service charges, security charges, space rental etc.); and
 - (cc) an analysis of the effect of service pricing on the distribution of service benefits between the Government, nationals and non-nationals.

The projected income to include among other things, the project income and expenditure statement (in current prices), balance sheets, and fund flow statements for Guyana Civil Aviation Authority for the duration of the project implementation period and three years after the project completion.

4. IMPLEMENTATION ARRANGEMENTS

MPI will assign a Project Coordinator (PC). PC will facilitate the work of the consultant and make available all studies, reports and data relevant to the completion of the exercise and will act as liaison between the consultant(s) and GOGY officials and stakeholders.

5. QUALIFICATIONS AND EXPERIENCE OF KEY SPECIALISTS

5.01 It is the consultant's responsibility to ensure that the team has an appropriate mix of key and non-key experts required to satisfy the full requirements of the terms of reference (TOR).

5.02 It should be considered that the Consulting Team, as a guide only, is likely to need to include the following key experts, from which a Team Leader (the candidate must have performed the function of Team Leader on at least two (2) similar projects within the past five (5) years) may be selected and proposed.

5.03 All of the members of the Consulting Team must have excellent communication, interpersonal and teamwork skills and must be fluent in English. The key experts required for the Consultant's Team and their minimum qualifications and experience are as follows:

(a) **Key Expert No. 1: Airport Planner/Airport Engineer:**

- (i) Education: Preferably a Master's Degree in Aviation Engineering or equivalent from a recognised university.
- (ii) Experience: At least fifteen (15) years' experience in international consulting experience in master planning and layout of airport and terminal facilities. The candidate must have been a registered professional engineer for a minimum of ten years and be a corporate/chartered member of international civil engineering professional organisation.

(b) **Key Expert No. 2: Structural Engineer:**

- (i) Education: Preferably a Master's Degree in Structural Engineering from a recognised university.
- (ii) Preferably a minimum of ten (10) years' experience in designing and supervising the construction of major structural works, including structures in an aviation environment. The candidate must have been a registered professional engineer for a minimum of 10 years and be a corporate/chartered member of an international civil engineering body.

(c) **Key Expert No. 3: Civil Engineer:**

- (i) Education: Preferably a Master's Degree in Civil Engineering from a recognised university.
- (ii) Experience: Preferably a minimum of ten (10) years' experience as a Civil Engineer designing and supervising construction of drainage infrastructure, as well as experience in heavy duty pavement designs, comparable to internationally acceptable airport runways. The successful candidate will be competent in the design of foundations substructures as well as superstructures. He/She must be a registered professional engineer for a minimum of ten (10) years and be a corporate/chartered member of an international civil engineering body.

(d) **Key Expert No. 4: Architect:**

- (i) Education: Preferably a Master's Degree in Architecture from a recognised university.
- (ii) Experience: Preferable a minimum of fifteen (15) years' experience in designing commercial structures with at least a minimum of seven (7) years' experience in designing in an aviation environment. Must be a member of a recognised professional institution for at least ten years.

(e) **Key Expert No. 5: Social and Gender Specialist:**

- (i) Education: Preferably a Master's Degree in Social Policy, Gender and Development Studies or related discipline.
- (ii) The Specialist will be responsible for assessing the social and gender conditions and the main factors affecting sustainable social development outcomes. The candidate should preferably have ten years' experience in development projects using participatory qualitative and quantitative research methods in accordance with the policy, guidelines and requirements of major International Financial Institutions. Knowledge of vulnerable groups of youth, elderly, children, PWDs, indigenous peoples, and gender issues affecting men and women, respectively is critical for this assignment. Experience with policy development, will be distinct assets.

(f) **Key Expert No. 6: Environmental Specialist**

- (i) Education: Preferably a Master's Degree in Environmental Science from a recognised university.
- (ii) This Specialist will be responsible for ensuring that the project incorporates principles of environmental protection as an input into the project. He/she will be responsible, *inter alia*, for:
 - (aa) screening the proposed project against environmental protection criteria;
 - (bb) identifying and characterising expected impacts;
 - (cc) collection of relevant local data;
 - (dd) identifying the probabilities/likelihood of specific change occurrences;
 - (ee) conducting investigations with local stakeholders; and
 - (ff) in consultation with other team members, contribute to the identification of possible environmental mitigation options, including their costs and benefits and prioritisation.

At least seven (7) years' work experience in the area of environmental assessment and in the preparation of environmental management plans.

- (g) It is envisaged that part-time inputs would be required from: Surveyors; CAD Technicians; Financial Analyst; Geologist; Climate Risk Management Specialist; and Sustainable energy specialist.

6. INPUTS

6.01 MPI will make available to the consultant: plans, reports and operating records of the existing facilities that might be necessary and applicable in the execution of the work required under these TORs.

6.02 The consultant will be responsible for obtaining all additional information, the execution of all studies, surveys and other services necessary for the correct execution of the work required under these TORs.

6.03 MPI will assist the consultant in obtaining from government departments and other sources, other basic data that might be necessary for the execution of the work required under these TORs.

7. REPORTING REQUIREMENTS AND DELIVERABLES

Phase I

7.01 The Consultant shall prepare and submit the following reports in English to the GOGY. All reports, drawings and presentations should be submitted in hard copy as well as an approved electronic format.

7.02 Within two weeks after the commencement of the assignment, the consultants will be required to present an inception report. The report will:

- (a) state the extent to which the consultant has understood the assignment; and
- (b) present an outline plan for the remainder of the consultancy assignment. It should include a detailed implementation schedule setting out the tasks, activities and resources and methodologies to be used to execute the project.

7.03 Six copies and one copy of an Inception Report shall be submitted to GOGY and CDB respectively. GOGY and CDB will provide comments on this Report within one week of receipt of the Report and the consultants will adjust the on-going work according to the comments receive.

7.04 Within 16 weeks after the commencement of the works the consultant will present a draft Feasibility report. The report shall:

- (a) present conceptual layouts for options considered;
- (b) enumerate constraints to development at the site;
- (c) indicate main climate vulnerabilities and environmental constraints;
- (d) provide an estimate for each option proposed; and
- (e) recommend the preferred option.

7.05 The consultant is required to submit a draft ESIA Report within the 16 weeks period. This report shall provide detailed findings in keeping with the TOR and focus on significant environmental, climate change, natural hazard and social, and gender issues. It will contain the findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting those data. MPI should forward comments on the Environmental and Social Impact Assessment (ESIA) Report to the consultants within four weeks of receipt. The ESIA Report will be organised according to, but not necessarily limited by, the following outline:

- (a) executive summary;
- (b) description of problem;
- (c) description of proposed project and alternatives;
- (d) description of the affected environment;
- (e) environmental, social and gender impacts;
- (f) mitigation measures;
- (g) environmental and social management plan;
- (h) applicable environmental laws and regulations; and
- (i) public consultation.

7.06 Also included with the Final Report, the consultant is required to submit a Draft Climate Vulnerability Assessment (CVA) within the 16-week period. This Report shall provide detailed findings in keeping with the TOR and focus on the characterisation of relevant climate change impacts and the identification and prioritisation of adaptation measures. It will contain the findings, conclusions and recommended actions supported by summaries of the data collected and citations for any references used in interpreting those data. MPI should forward comments on the CVA Report to the consultants within four weeks of receipt. The ESIA Report will be organised according to the TOR.

7.07 The consultants shall submit six copies of the Draft Feasibility Report for review by GOGY and a further one copy to CDB.

7.08 Taking into consideration the comments/feedback from the consultations undertaken in paragraphs 7.02-7.05, the consultants shall submit a Final Feasibility Report and Master Plan within four weeks of receiving written comments from GOGY and CDB on the Draft Feasibility report. Six copies and one copy of each report shall be submitted to GOGY and CDB respectively. The Reports shall also be submitted in digital format.

Stage Two - Detailed Designs

7.09 The consultant shall, contingent on the approval of GOGY and CDB of the Master Plan, undertake the following services:

- (a) prepare project-specific environmental and social impact assessment for Phase I works. Provide specific mitigation measures for all significant negative environmental, social and

gender impacts identified for both the construction and operational phases. Building design specifications and overall project design for the facilities and associated works should conform to acceptable national/international building codes as well as Guyana's national planning and building regulatory requirements. Every effort should be made to include environmental, social and gender enhancement features in the facility design where possible. These may include features such as, RE/EE considerations/fixtures, landscaping with native plant species, harvesting and storage of rainwater for non-potable uses, maximisation of natural/artificial lighting, ventilation; and physically accessible sanitation facilities for men/boys and women/girls;

- (b) develop a draft ESMP for inclusion in the tender documents. The ESMP should specifically address, but not necessarily be limited to the following: traffic management; building demolition and waste disposal; management of construction materials (transportation, storage and waste disposal); surface water drainage; mitigation of dust and noise nuisance; social and gender safeguards to address risks identified, and enhance community relations and other social impacts identified in the SIA;
- (c) develop a plan for addressing the social impacts identified in Phase 1 during construction and operation; and
- (d) prepare detailed design, specifications working drawings and bid documents as per the approved AMLP, implementation schedule, and cost estimates, including costs of any measures to mitigate environmental and social impacts.

Stage Two - Reports and Time Schedule

7.10 Within fourteen weeks of receiving written instructions and comments from GOGY and CDB on the Final Feasibility Report and Master Plan, the consultants shall prepare a Draft Final Report and submit six copies to GOGY and one copy to CDB for review. The Draft Final Report shall:

- (a) establish the financial and economic feasibility of the recommended proposal;
- (b) provide itemised cost estimates (capital and recurrent) including pro-forma financial statements for a ten-year period for the recommended proposal;
- (c) include designs specifications, working drawings as per the approved AMLP and bid documents; and
- (d) suggest a schedule for the implementation of the recommended proposal.

7.11 MPI should submit comments within four weeks.

7.12 Within six weeks of receiving written comments from GOGY and CDB on the Draft Final Report, the consultant shall submit six copies of the Final Report to GOGY and one copy to CDB. The Final Report shall also be submitted in digital format.

8. DURATION

It is expected that the consultancy will be completed over a 12-month period.

BUDGET
(USD'000)

Item	CDB (SFR)	GOGY	Total
Professional Fees:			
Airport Planner/Airport Engineer	300	-	300
Structural Engineer	176	-	176
Civil Engineer	176	-	176
Architect	263	-	263
Social and Gender Specialist	143	-	143
Environmental Management Specialist	143	-	143
Other Key Experts	150	-	150
Sub-total	1,351	-	1,351
Reimbursables:			
Reports, Data Collection & Testing	100	20	120
Accommodation	44	-	44
Per Diem	55	-	55
Air Travel	41	-	41
Communication	-	1	1
Local Transportation	-	22	22
Miscellaneous	20	-	20
Sub-total	260	43	303
Support Services:			
Office Accommodation	20	-	20
Workshops and Consultations	5	15	20
Sub-total	25	15	40
Total Consultancy Cost	1,636	58	1,694
Contingency (10%)	164	-	164
Project Total	1,800	58	1,858
Percentage	97	3	100

ENVIRONMENTAL IMPACT ASSESSMENT
UPGRADE OF LETHEM AERODROME

The full ESIA shall at minimum, include the following:

1. Methodology:

- (i) Review of secondary data from reports, studies, hazard risk assessments, geotechnical surveys, hazard risk assessments, and relevant policy documents such as legislation, regulations, standards and policies in the related areas.
- (ii) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project. Information from the residents in the area on hazard history and impact, environmental impacts will guide in design and location.
- (iii) Field visits.
- (iv) Analysis and computation of data.

2. Description of the Environment:

- (i) Assemble, evaluate and present baseline data on the environmental, natural hazard, and climate change characteristics of the study area. Include information on any changes anticipated before the Project commences. The description should include:
 - (aa) Geology (general description for overall study area and details for land application sites); topography; soils (general description for overall study area and details for land application sites); monthly average temperatures, rainfall and runoff characteristics; Temporal and spatial trends in key environmental indicators should be identified, where possible.
 - (bb) Biological environment: terrestrial communities in areas affected by construction, facility siting, effluent and construction waste disposal; rare or endangered species; sensitive habitats, including parks or preserves and significant natural sites.
 - (cc) Natural hazard and climate change vulnerability: vulnerability of area to flooding, severe weather, earthquakes, temperature and precipitation changes.
 - (dd) Socio-cultural environment: present and projected population; present land use; planned development activities; community structure; present and projected employment by industrial category; distribution of income, recreation; public health; cultural properties; indigenous peoples; customs; and aspirations and attitudes.
 - (ee) Legislative and Regulatory Considerations: Describe the pertinent regulations and standards governing environmental quality, pollutant

discharges to surface waters and land, industrial discharges to public sewers, water reclamation and reuse, agricultural and landscape use of sludge, health and safety, protection of sensitive areas, protection of endangered species, siting, and land use control at the international, regional, national and local levels.

3. Determination of the Potential Impacts of the Proposed Project:

Conduct a detailed analysis of potential environmental, natural hazard, and climate change impacts and recommend mitigation measures and prepare a draft environmental management plan for the project. Distinguish between significant positive and negative impacts, direct and indirect impacts, cumulative, immediate and long-term impacts. Identify impacts that are unavoidable or irreversible. Wherever possible, describe impacts quantitatively in terms of environmental costs and benefits. Assign economic values when feasible.

4. Analysis of Alternatives to the Proposed Project:

- (i) Describe technical alternatives and the associated significant environmental, natural hazard, climate change, social and gender impacts examined in the course of developing the proposed project and identify key environmental, natural hazard, climate change and social vulnerability reduction objectives and the options/measures for achieving these objectives. (The concept of alternatives extends to siting and design, technology selection, construction techniques and phasing, and operating and maintenance procedures).
- (ii) Compare alternatives in terms of potential environmental, natural hazard, climate change and social impacts, land and energy requirements, capital and operating costs, reliability, suitability under local conditions, and institutional, training, and monitoring requirements. When describing the impacts, indicate which are irreversible or unavoidable and which can be mitigated. To the extent possible, quantify the costs and benefits of each alternative, incorporating the estimated costs of any associated mitigating measures. Include the alternative of not constructing the Project, in order to demonstrate environmental conditions without it.

5. Consult with the social development and gender expert, and collectively develop an ESMP to mitigate negative impacts and maximise project benefits for the vulnerable:

- (i) Identify the critical issues requiring monitoring to ensure compliance to mitigation measures and present a Draft ESMP with clear environmental and social monitoring indicators.
- (ii) Recommend feasible and cost-effective measures to prevent or reduce significant negative environmental, social and gender impacts to acceptable levels.
- (iii) Recommended measures to maximise social and gender benefits particularly for vulnerable groups.

- (iv) Identify core components of the stakeholder engagement plan with recommendations of public education programmes as appropriate and grievance mechanisms.
- (v) Recommended monitoring arrangements/requirements, along with institutional responsibilities (during implementation and the post construction periods).
- (vi) Estimate the impacts and costs of those measures and of the institutional and training requirements to implement them, including proposed work programs, budget estimates, schedules, staffing and training requirements, and any other necessary support services to implement the mitigating measures.

6. Stakeholder Consultations:

Identify appropriate mechanisms for providing information on progress of project preparation and implementation to stakeholders. It is anticipated that there will be considerable public interest concerning issues of viability, affordability, and the economic benefits to be derived from the Project. Public consultation work should be carried out at an early stage of the ESIA field work and once again, when the draft ESIA report is available, before detailed designs commence. The results of the public consultation process should be reported in the ESIA.

7. Climate Vulnerability Assessment:

- (a) The consultants shall prepare a CVA to identify and evaluate the effects of climate change on the project components and to identify resilience measures that should be included in the proposed project. The CVA methodology used should be consistent with recommendations from the Inter-governmental Panel on Climate Change.
- (b) The consultant should begin by reviewing available documentation and information, including National Communication to the UNFCCC, previous studies and identifying local meteorological data, and by consulting relevant stakeholders to obtain the historical experience of past climate-related events. The analysis should be quantitative and include the following:
 - (i) Characterisation of the area and relevant infrastructure. Drawing on the information obtained from available documents and consultations with key stakeholders describe the proposed project area, including delineation of the zone potentially affected by climate change—intense tropical storms, floods, high temperatures and strong winds, collecting any additional relevant physical, biological, environmental, economic and social characteristics of the study area. In coordination with other technical teams, the consultant shall present a detailed description of proposed alternatives and the identification of the elements that are vulnerable to the impacts of climate change.
 - (ii) Characterisation of relevant climate variables and establishment of a climate baseline. The key climate variables would include, *inter-alia*, temperature and precipitation changes, (e.g. Floods in the Takutu River

should be assessed and the project components exposure ascertain). Both historical data and future scenarios will be required with the former being used for ground-truthing and to establish a climate baseline. The consultant should identify the hydraulic, hydrologic, topographic variables affecting project components and surrounding areas. The consultant will be expected to provide advice on the appropriate recurrence intervals for meteorological events impacting the proposed siting and design of the infrastructure. Given the expected life of the works, estimates should be presented for climate condition expected at end of economic life, or by end of century climate scenarios.

- (iii) Estimate Future Impacts and vulnerabilities. Once the climate change scenarios have been established, the relationship between the changes in the climate parameters (such as average temperature and precipitation) and the impacts on the project components must be quantified. For each threat, where appropriate, biophysical models such as hydrodynamic models can be used to analyse the physical interactions. The expected detail for each critical component (where impacts are likely to occur) will depend on site specific considerations. The most vulnerable sections "hotspots" should be identified, including access and maintenance roads, power, telecommunication linkages, water supply, etc. The impacts on communities should also be assessed. For these areas, the consultant should prepare an impacts matrix describing for each relevant climate variable: the outcome (e.g. higher intensity severe weather systems local or river flooding, the impact on the physical (including community) assets and the impacts on community livelihoods, including quantification of the magnitude of these potential losses. They should also assess the adaptive capacity of the communities, i.e., their existing coping strategies and how they have been adapted to previous extreme impacts. The Consultant is expected to assess the institutional capacity of Ministry of Public Infrastructure and of the Guyana Civil Aviation Authority to mainstream climate change considerations into their plans and operations. When assessing the impacts on the community sex-disaggregated data shall be collected to infer on the differential impacts on women and men, their assets, their perception of and exposition to threats and coping strategies in times of disasters.
- (iv) Adaptation assessment. The CVA Report should define the climate relevant parameters to be used for the detailed design of all works comprising the recommended alternative. All components shall include climate resilience considerations defined in terms the appropriate risk levels (return periods) as expected by the end of the economic life of the infrastructure or by the end of the century. The consultants shall also identify and prioritise the most appropriate adaptation measures to incorporate into the project design parameters to address the potential climate impacts. The consultants should consider a range of resilience actions (e.g. flood control, increased maintenance, increased drainage, alternative routes in the event of flooding, river training, eco-system based approaches, institutional/policy measures, etc.). An economic and social analysis should also be conducted of each technically feasible adaptation measure, showing the costs and benefits, or a cost-effectiveness analysis

if the adaptation options are expected to deliver the same benefits. The Consultant is expected to comply with the technical quality requirements and the information required, including itemise costs of the recommended adaptation measures public education of communities in the project areas concerning climate change, extreme weather events and disasters taking into account the different roles and responsibilities, assets and coping strategies of women and men.

- (v) Expected deliverables. The CVA Report shall include:
- (aa) characterisation of the climate variables of interest, based on available observations;
 - (bb) a characterisation of the relevant climate parameters for design incorporating climate change considerations for mid-century or for the expected economic life of the proposed infrastructure. It should include the recommended design parameters relevant to build climate resilience (including but not limited to: maximum rainfall rates, maximum temperatures, expected sea level rise, expected storms surges elevations and impacts, salinity intrusion, etc.);
 - (cc) identification and prioritisation of measures to increase resilience to the infrastructure, and measures to increase the adaptation capacity of the proposed systems, the operators and the receiving communities;
 - (dd) recommended adaptation plan of action, including costs estimates of incorporating climate change; and
 - (ee) recommended capacity building activities, targeting capacity strengthening at the Ministry of Public Infrastructure and of the Guyana Civil Aviation Authority, and the community, its representatives and the project main stakeholders.

SOCIAL IMPACT ASSESSMENT AND GENDER ANALYSIS

1. The Social Impact Assessment and Gender Analysis will investigate developmental opportunities and risks related to the execution of the project; and inform possible mitigating measures to safeguard against any risks identified, as well as other measures to support positive social impacts. It will be conducted in a highly participatory, gender-responsive and socially inclusive¹⁴ manner engaging the communities, particularly with representatives of women and men, vulnerable groups such as children, youth, elderly, indigenous peoples (Amerindians), and persons with disabilities (PWDs).
2. The methodology shall include, but is not be limited to the following:
 - (a) Review of secondary data from reports, studies, gender assessments, poverty assessments, census reports, labour force surveys, and relevant policy documents such as legislation, regulations, standards and policies in the areas of gender and social development including: vulnerable groups of women, youth, PWDs; indigenous peoples; and human trafficking victims.
 - (b) Collection of primary data through participatory consultations with all categories of stakeholders in order to introduce the project, facilitate feedback, and gauge perception of the project in order to gain and/or strengthen buy-in. Interviews, focus groups and other appropriate differential participatory methodologies may be employed for state and non-state stakeholders directly impacted by the works such as Community-Based Organisations, Non-Governmental Organisations, vulnerable groups (to include elderly, children, youth, men, women, PWDs, and indigenous peoples), private sector entities and relevant public agencies. Where applicable, focus groups may be convened for youth, PWDs, indigenous peoples, males and females, separately. Facilitation of participation through the provision of transportation and child care as well as appropriate timing should be ensured. All data shall be disaggregated by sex, age groups, disability status, indigenous groups, and race/ethnicity where feasible.
 - (c) Execution of site visit exercises to verify, update and fill gaps using community maps, transect walks, snowballing, as well as photographic documentation, and other appropriate participatory approaches.
 - (d) Computation and analysis of data and information collected.
3. The scope of work shall examine and report on the following, and related developmental issues:
 - (a) Describe the project areas including demographic, economic, topographical and socio-cultural data, disaggregated by sex:
 - (i) total population of the project areas (communities/villages);
 - (ii) population density of the project areas (communities/villages);

¹⁴ Social inclusion is the process of improving the terms on which individuals and groups take part in society - improving the ability, opportunity, and dignity of those disadvantaged on the basis of their identity (<http://www.worldbank.org/en/topic/socialdevelopment/brief/social-inclusion>). This process includes those who are traditionally excluded due to inequalities associated with, *inter alia*, gender, poverty, disability, age cohort, geographic location (urban/rural/peri-urban), ethnicity, race and indigenous peoples' identity. The exclusion experienced may be evident in stereotypes, stigmas, and superstitions based on group identity and intersection of multiple identities. Disability may be mild, moderate, severe or profound. The types may include *inter alia*, intellectual, visual, physical, learning, speech, deafness, mental illness, and multiple types.

- (iii) number of households by sex of household head;
 - (iv) labour force participation, employment and occupation; and
 - (v) prevalence of poverty.
- (b) Investigate any cost implications for consumers with new aerodrome, and how this may differ by type of user (private/personal versus commercial etc.), sex, and other characteristics.
 - (c) Assess the different economic and social as well as household activities of men and women, in relation to aerodrome usage, for both women and men, and vulnerable groups due to their different reproductive and productive tasks/activities in the household and the socio-economy.
 - (d) Identify the effects of the project on time use in the household disaggregated by sex: in time is freed up by the project, how men and women would use the time differently.
 - (e) Assess accessibility of the project areas, determine the accessible universal design standards required for use by PWDs, and any other requirements for safe use (for pedestrian, cyclist and motor vehicle operators). Safe use shall include evaluation of public illumination needs and the potential for preventing crime, including gender-based violence and sexual assault. Identify hot spots together with the police and the communities engaging women and men as they have different perspectives and advice on the placement of street lights.
 - (f) Quantify the expected number of project beneficiaries (direct and indirect) – disaggregated by sex and vulnerable groups like the elderly, indigenous people, disabled and children – during works and after works are completed.
 - (g) Assess the local labour force data and the potential of engaging communities, in particular youth and women, in the construction and maintenance and resilience building phases of the project. Give recommendations on training needs and legal requirements from a procurement perspective. Identify the number of men and women who will benefit from skilled and unskilled employment during project implementation and subsequent operation, and whether camp(s)¹⁵ will be required to accommodate workers and related implications for social cohesion and gender equality.
 - (h) Identify any activity related to human trafficking as well as transactional and commercial sex in the project areas, and the possible impact of the construction works.
 - (i) Assess the level of social and economic dislocation/displacement, necessary project design considerations to be made to address social and economic needs, and determine the scope of any resettlement necessary. The assessment should identify possible gender impacts for men, women and vulnerable groups, as well as gender-responsive resettlement and mitigation mechanisms. If resettlement is necessary, develop a resettlement action plan (RAP)¹⁶ including *inter alia*:

¹⁵ Accommodation for workers.

¹⁶ The World Bank's *Handbook for Preparing a Resettlement Action Plan* provides a useful framework for RAP preparation.

- (i) Introduction including description of the project, and related components.
- (ii) Identification of Project Impacts and Affected Population which clearly identifies:
 - (aa) Mapping.
 - (bb) Census.
 - (cc) Inventory of Affected Assets.
 - (dd) Socioeconomic Studies.
 - (ee) Analysis of Surveys and Studies.
 - (ff) Participatory Consultation with Affected People Concerning Assistance Benefits and Development Opportunities through public consultations.
 - (gg) Presentation of data disaggregated by project areas (communities/villages), sex, age groups, disability status, indigenous groups, race/ethnicity where feasible, and economic activity(ies).
- (iii) Legal Framework and Compensation Framework including Compensation, Eligibility for Assistance, and Responsibility and Schedule for Compensation Payments.
- (iv) Resettlement Assistance and Livelihood including Selection and Preparation of the Resettlement Site(s), Influx Management, Relocation Schedule and Assistance, Replacement of Services and Enterprises, Livelihood Restoration, Treatment of Cultural Property and Special Assistance for Women and Vulnerable Groups such as PWDs, youth and indigenous people.
- (v) Institutional/Organisational Responsibilities.
- (vi) Grievance Redress Mechanisms.
- (vii) Budget and Implementation Schedule.
- (viii) Performance Monitoring and Impact Monitoring.
- (ix) Public disclosure requirements.
- (j) Identify outstanding social issues and concerns in the project areas, including current deficiencies that hinder men and women, and vulnerable groups to fully access services and markets.
- (k) Describe the potential impacts of the project at its various stages (preparation, construction, and operation) on the social context in the immediate surrounding communities. Identify any issues pertaining to the design of the Project which may have social impacts (gender, livelihood or other dimensions).

- (l) Identify measures required to mitigate any significant negative impacts and measures to enhance gender equality in the project areas:
 - (i) discuss the adequacy of proposed mitigation measures and measures to enhance gender equality and/or proposed alternative designs for the Project;
 - (ii) consider measures such as public education in the area of health, training opportunities for vulnerable people to take part in project activities, tariff adjustments, workers code of conduct and grievance mechanisms; and
 - (iii) estimate the cost of the measures and justify their suitability.
- (m) Prepare a detailed monitoring and evaluation plan for monitoring the implementation and evaluating the mitigating measures. Identify gender-responsive outputs and outcomes of the project activities to facilitate gender-responsive results monitoring and evaluation.
- (n) Define Community Participation Mechanisms (CPM) by identifying:
 - (i) appropriate mechanisms to engage women and men in the decision-making of the project in a gender-balanced way; and
 - (ii) appropriate gender-sensitive public education communication strategies for providing information on project activities and progress to stakeholders and for receiving timely feedback (pre-project, during implementation and post-implementation).
- (o) Convene a stakeholders' validation workshop, including community groups, representatives of vulnerable population groups (women, elderly, youth, indigenous people and PWDs), MPI, and government agencies, to discuss the findings of the consultancy and to seek consensus and clarification on issues from participants for incorporation in the Draft Final and Final ESIA Reports and related ESMP. As part of the stakeholders' validation workshop, conduct a gender sensitisation training to report on the findings of the gender analysis.

SCHEDULE 6

DUTIES AND RESPONSIBILITIES OF THE PROJECT COORDINATOR

1. The Project Coordinator (PC) will have day-to-day responsibility for project coordination and management, arranging contacts with all government and other personnel, project-related discussions, and supervision of the consultants.
2. PC will be responsible for coordinating and monitoring all aspects of the implementation of the project. He/she is not expected to duplicate the role of Assistant PC, who has specific responsibilities for the implementation of the Lethem Aerodrome Upgrade project, but will work closely with assistant PC to ensure that reports are submitted in a timely manner. Duties include the following where applicable:
 - (a) reviewing and finalising of the TOR for consultancy services to be undertaken in the project;
 - (b) coordinating the selection and engagement of consultants;
 - (c) collecting all relevant background studies and information;
 - (d) supervising the implementation of the consultancy;
 - (e) ensuring that social and gender considerations are incorporated in proposed interventions to:
 - (i) enhance gender equality, social inclusion¹ of vulnerable groups; and
 - (ii) promote social benefits and manage risks identified in the ESIA.
 - (f) organising stakeholder consultations;
 - (g) preparing and submitting claims to CDB for disbursement/reimbursement;
 - (h) submitting to CDB reports prepared by the consultants;
 - (i) submitting to CDB a report each quarter summarising progress, disbursement activities and forecasted expenditures to project completion;
 - (j) submission to CDB the Contract Completion Report within one month after the date of issue by the Consultants of a certificate of practical completion of each contract;
 - (k) preparation and submission to CDB a Project Completion Report, within two months after practical completion of the works. This report will focus on the project's performance on desired results as outlined in the results monitoring framework and lessons learned; and
 - (l) updating the procurement plan as necessary and where applicable, at least annually.

¹ Social inclusion is the process of improving the terms on which individuals and groups take part in society - improving the ability, opportunity, and dignity of those disadvantaged on the basis of their identity (<http://www.worldbank.org/en/topic/socialdevelopment/brief/social-inclusion>). This process includes those who are traditionally excluded due to inequalities associated with, *inter alia*, gender, poverty, disability, age cohort, geographic location (urban/rural/peri-urban), ethnicity, race and indigenous peoples' identity. The exclusion experienced may be evident in stereotypes, stigmas, and superstitions based on group identity and intersection of multiple identities.

3. The assigned PC must have completed or be willing to complete a relevant procurement training course sponsored by the CDB's Procurement Policy Unit and should have a minimum of the following qualifications:
- (a) a Master's Degree or equivalent in Civil Engineering, Construction Management or Project Management with a minimum of ten (10) years' experience in the management and implementation of civil engineering projects; or
 - (b) a Bachelor's Degree or equivalent in Civil Engineering, Construction Management or Project Management with a minimum of ten (12) years' experience in the management and implementation of civil engineering projects.

SCHEDULE 7

DUTIES AND RESPONSIBILITIES OF THE ASSISTANT PROJECT COORDINATOR

1. The Assistant Project Coordinator will be responsible for coordinating and monitoring all aspects of the implementation of the project related to the Upgrade of the Lethem Aerodrome along with other duties as may be assigned from time to time by PC. He/she is also expected to deputise in the absence of PC. Duties related to the Lethem Aerodrome upgrade project include the following where applicable:

- (a) reviewing and finalising of the TOR for consultancy services to be undertaken in the project;
- (b) coordinating the selection and engagement of consultants;
- (c) collecting all relevant background studies and information;
- (d) supervising the implementation of the consultancy;
- (e) organising stakeholder consultations;
- (f) preparing and submitting claims to CDB for disbursement/reimbursement;
- (g) submitting to CDB reports prepared by the consultants;
- (h) submitting to CDB a report each quarter summarising progress, disbursement activities and forecasted expenditures to project completion;
- (i) submission to CDB the Contract Completion Report within one month after the date of issue by the Consultants of a certificate of practical completion of each contract;
- (j) preparation and submission to CDB a Project Completion Report, within two months after practical completion of the works. This report will focus on the project's performance on desired results as outlined in the results monitoring framework and lessons learned; and
- (k) Updating the procurement plan as necessary and where applicable, at least annually.

2. The assigned Assistant PC must have completed or be willing to complete a relevant procurement training course sponsored by the CDB's Procurement Policy Unit and should have a minimum of the following qualifications:

- (a) a Master's Degree or equivalent in Civil Engineering, Construction Management or Project Management with a minimum of six (6) years' experience in the management and implementation of civil engineering projects; or
- (b) a Bachelor's Degree or equivalent in Civil Engineering, Construction Management or Project Management with a minimum of ten (10) years' experience in the management and implementation of civil engineering projects.

SCHEDULE 8

FINANCING PLAN
(USD'000)

Item	CDB	GOGY	Total
Professional fees	3,090		3,090
Testing, accommodation, travel and other reimbursables	862	85	947
Project Management		274	274
Communication and Local Transport		73	73
Support services, workshops and consultation	18	53	71
Contingencies	397		397
Total	4,367	485	4,852
Percentage	90	10	100

SCHEDULE 9

PROCUREMENT PLAN

I. General

1. **Project Information:**

Country: Guyana

Borrower: GOGY

Project Name: Transport Sector Enhancement Project - Guyana

Project Executing Agency: Ministry of Public Infrastructure

2. **Bank's Approval Date of the Procurement Plan:** July 2018

3. **Period Covered by this Procurement Plan:** July 2018 – January 2020

II. Goods and Works and Non-Consulting Services:

N/A

III. Consulting Services:

1. **Reference to (if any) Project Operational/Procurement Manual:** For consulting services, CDB's Guidelines for the Selection and Engagement of Consultants (2011).

2. **Procurement Packages with Methods and Time Schedule:**

1	2	3	4	5	6	7
Ref No.	Assignment (Description)	Estimated Cost (USD)	Selection Method	Review by Bank (Prior/Post)	Expected Proposal Submission Date	Comments
1.	Upgrade of Bridge at Wismar – Project Preparation	1,191,000	QCBS	Prior	November 2018	EOI and RFP subject to prior review.
2.	Upgrade of Lethem Aerodrome – Project Preparation	1,800,000	QCBS	Prior	November 2018	EOI and RFP subject to prior review.
3.	Construction of new Stelling at Parika – Project Preparation	1,376,000	QCBS	Prior	November 2018	EOI and RFP subject to prior review.

IV. Implementing Agency Capacity Building:

1. A procurement e-learning module has been prepared by CDB's Procurement Unit and is accessible online to all BMCs.

V. Summary of Proposed Procurement Arrangement

Project Component	CDB (USD'000)											Total Cost (USD'000)		
	Primary			Secondary			Other						NBF (USD'000)	
	ICB	NCB	RCB	LIB	Shopping	DC	FA	QCBS	COS	SSS	Country		Institution	
1. Studies and Project Preparation	-	-	-	-	-	-	-	3,922	-	-	158	-	4,110	
2. Project Supervision	-	-	-	-	-	-	-	-	-	-	274	-	274	
3. Administrative Support	-	-	-	-	-	-	-	18	-	-	53	-	71	
4. Contingency (10%)	-	-	-	-	-	-	-	397	-	-	-	-	397	
Total Project Costs	-	-	-	-	-	-	-	4,367	-	-	485	-	4,852	

CQS
DC
EOI
FA
ICB
IDC
LIB
NBF

Consultant Quality Selection
Direct Contracting
Expression of Interest
Force Account
International Competitive Bidding
Interest During Construction
Limited International Bidding
Non-Bank Financed

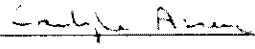
NCB
QCBS
RCB
RFP
RFQ
SSS

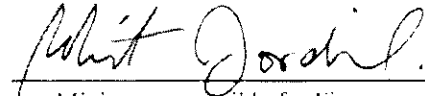
National Competitive Bidding
Quality and Cost-Based Selection
Regional Competitive Bidding
Request for Proposal
Request for Quotation
Single-Source Selection

IN WITNESS WHEREOF this Loan Agreement has been signed in two (2) equally valid copies at Wilbey, St. Michael, Barbados, on behalf of the Bank, and at Georgetown, Guyana, on behalf of the Borrower by their respective duly authorised representatives and shall be deemed to be in force as of the day and year first hereinabove written.

CARIBBEAN DEVELOPMENT BANK

**GOVERNMENT OF THE
CO-OPERATIVE REPUBLIC OF GUYANA**




_____ Minister responsible for Finance