

Plurinational State of Bolivia

Ministry of Environment and Water, SEMAPA,
and Municipality of Santa Cruz

Water and Sanitation in Peri-Urban Areas and
Small Towns Project.
(P505472)

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

Appraisal
January 2024

ENVIRONMENTAL AND SOCIAL COMMITMENT PLAN

1. The Plurinational State of Bolivia (the Borrower) will implement the Water and Sanitation in Peri-urban Areas and Small Towns Project (the Project) with the involvement of the Ministry of Environment and Water's (MEW) Peri-Urban Water and Sewerage Program Coordination Unit (UCP PAAP), the Autonomous Municipal Government of Santa Cruz de la Sierra's (Santa Cruz) Municipal Secretariat of Public Works (SPW), and the [Servicio Municipal de Agua Potable y Alcantarillado (SEMAPA)], as set out in the Loan Agreement (the Agreement). The International Bank for Reconstruction and Development (the Bank), has agreed to provide the original financing for the Project, as set out in Agreement.
2. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards (ESSs) and this Environmental and Social Commitment Plan (ESCP), in a manner acceptable to the Bank. The ESCP is a part of the Agreement. Unless otherwise defined in this ESCP, capitalized terms used in this ESCP have the meanings ascribed to them in the Agreement.
3. Without limitation to the foregoing, this ESCP sets out material measures and actions that the Borrower shall carry out or cause to be carried out, including, as applicable, their respective timeframes; institutional, staffing, training, monitoring and reporting arrangements; and grievance management. The ESCP also sets out the environmental and social (E&S) documents that shall be prepared or updated, consulted, disclosed and implemented under the Project, consistent with the ESSs, in form and substance acceptable to the Bank. Said E&S documents may be revised from time to time with prior written agreement by the Bank. As provided for under the referred Agreement, the Borrower shall ensure that there are sufficient funds available to cover the costs of implementing the ESCP.
4. As agreed by the Bank and the Borrower, this ESCP will be revised from time to time, if necessary, to reflect adaptive management of Project changes or unforeseen circumstances or in response to Project performance. In such circumstances, the Bank and the Borrower agree to update the ESCP to reflect these changes through an exchange of letters signed between the Bank and the Borrower's Representative specified in the Agreement or the Minister of Environment and Water of the MEW. The Borrower shall promptly disclose the updated ESCP.
5. The subsection on "Indicators for Implementation Readiness" below identifies the actions and measures to be monitored to assess Project readiness to begin implementation in accordance with this ESCP. Nevertheless, all actions and measures in this ESCP shall be implemented as set out in the "Timeframe" column below irrespective of whether they are listed in the referred subsection.

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
IMPLEMENTATION ARRANGEMENTS AND CAPACITY SUPPORT			
A	<p>ORGANIZATIONAL STRUCTURE</p> <p>a. Establish and maintain a Project Implementation Unit (PIU) within the MEW's UCP PAAP with qualified staff and resources to support management of environmental, social, health and safety (E&S) risks and impacts of the Project including an Environmental and Health and Safety specialist, a Social Specialist and a Gender Specialist.</p> <p>b. Establish and maintain a PIU within Santa Cruz's SPW with qualified staff and resources to support the management of E&S risks and impacts of the Project including an Environmental and Health and Safety specialist; a Social Specialist and a Gender Specialist.</p> <p>c. Establish and maintain a PIU within SEMAPA with qualified staff and resources to support the management of E&S risks and impacts of the Project including an Environmental and Health and Safety specialist, a Social specialist and a Gender specialist.</p>	a., b., c. Hire or appoint the specialists no later than ninety (90) days from the Effective Date, to be maintained throughout Project implementation.	<p>a. MEW (UCP PAAP)</p> <p>b. Santa Cruz (SPW)</p> <p>c. SEMAPA</p>
B	<p>CAPACITY BUILDING PLAN/MEASURES</p> <p>Prepare and implement a capacity development plan, including the areas of interest of the PIUs staff, key stakeholders, beneficiaries, project workers e.g. Training on Environmental and Social Management Plans (ESMPs), consultations, gender, conflict management, reporting of environmental and social incidents and accidents, among others.</p>	No later than six (6) months from the Effective Date.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
MONITORING AND REPORTING			
C	<p>REGULAR REPORTING</p> <p>Prepare and submit to the Bank regular monitoring reports on the environmental, social, health and safety (E&S) performance of the Project. The reports shall include:</p> <ul style="list-style-type: none"> • Status of preparation and implementation of E&S documents required under the ESCP. • Summary of stakeholder engagement activities carried out as per the Stakeholder Engagement Plan. • Complaints submitted to the grievance mechanism(s), the grievance log, and progress made in resolving them. • E&S performance of contractors and subcontractors as reported through [monthly] contractors' and supervision firms' reports. • Number and status of resolution of incidents and accidents reported under action E below. 	Submit semi-annual reports to the Bank throughout Project implementation starting from the Effective Date. Submit each report to the Bank no later than fifteen (15) calendar days after the end of each calendar semester.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
D	<p>CONTRACTORS' SEMI ANNUAL REPORTS</p> <ul style="list-style-type: none"> Require contractors and supervising firms to provide semi annual monitoring reports on E&S and OHS performance in accordance with the metrics specified in the respective bidding documents and contracts. Submit such reports to the Bank as annexes to the reports identified under Action C reports or upon de Bank request. 	Send reports to the Bank as annexes to the semi-annual reports or as requested by the Bank.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
E	<p>INCIDENTS AND ACCIDENTS</p> <p>a. Notify the Bank of any incident or accident relating to the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including those resulting in death or significant injury to workers or the public; acts of violence, discrimination or protest; unforeseen impacts to cultural heritage or biodiversity resources; pollution of the environment; dam failure; forced or child labor; displacement without due process (forced eviction); allegations of sexual exploitation or abuse (SEA), or sexual harassment (SH); or disease outbreaks. Provide available details of the incident or accident to the Bank upon request.</p> <p>b. Arrange for an appropriate review of the incident or accident to establish its immediate, underlying and root causes. Prepare, agree with the Bank, and implement a Corrective Action Plan that sets out the measures and actions to be taken to address the incident or accident and prevent its recurrence.</p>	<p>a. Notify the Bank: (i) no later than 48 hours after learning of the incident or accident; or (ii) no later than 24 hours after learning of the incident or accident, if the incident or accident has or is likely to have SEA/SH allegations.</p> <p>b. Provide review report and Corrective Action Plan to the Bank no later than 10 days after submission of initial notice, unless otherwise agreed in writing with the Bank.</p>	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 1: ASSESSMENT AND MANAGEMENT OF ENVIRONMENTAL AND SOCIAL RISKS AND IMPACTS			
1.1	<p>ENVIRONMENTAL AND SOCIAL ASSESSMENTS AND/OR PLANS</p> <p>a. Prepare and implement an ESMP for each subproject under the responsibility of the MEW in a manner consistent with the relevant ESSs.</p> <p>b. Prepare and implement an ESMP for each subproject under the responsibility of SEMAPA, in a manner consistent with the relevant ESSs.</p> <p>c. Prepare and implement the ESMP for each subproject under the responsibility of Santa Cruz, in a manner consistent with the relevant ESSs.</p> <p>d. Prepare and implement a Gender Action Plan (GAP) for each subproject under the responsibility of the MEW.</p> <p>e. Prepare and implement a GAP for each subproject under the responsibility of SEMAPA.</p> <p>f. Prepare and implement a GAP for each subproject under the responsibility of GAM Santa Cruz.</p>	<p>a. b. and c. Prepare and/or update an ESMP, applicable to each subproject, prior to subproject bidding and incorporate such ESMP into each subproject's bidding documents.</p> <p>d., e., and f. Prepare a GAP applicable to each subproject before commencement of each individual subproject and no later than six (6) months from the Effective Date, and thereafter implement it throughout subproject implementation.</p>	<p>a. MEW (UCP PAAP)</p> <p>b. SEMAPA</p> <p>c. Santa Cruz (SPW)</p> <p>d. MEW (UCP PAAP)</p> <p>e. SEMAPA</p> <p>f. Santa Cruz (SPW)</p>

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
1.2	<p>MANAGEMENT OF CONTRACTORS</p> <p>Incorporate the relevant aspects of the ESCP, including, inter alia, ESMPs, Labor Management Procedures (LMPs), Grievance Redress Mechanisms (GRMs), Code of Conduct (CC), GAP into the E&S specifications of bidding documents and contracts with contractors and supervising firms. Thereafter ensure that the contractors and supervising firms comply and that they require their subcontractors to comply with the E&S specifications of their respective contracts. Provide copies of the relevant contracts with contractors/subcontractors and supervision firms to the Bank.</p>	As part of the preparation of respective bidding documents and contracts Supervise contractors throughout Project implementation. Copies of relevant contracts may be provided to the Bank upon request.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
1.3	<p>TECHNICAL ASSISTANCE</p> <p>Carry out the consultancies, studies (including feasibility studies, if applicable), capacity building, training, and any other technical assistance activities under the Project, including, inter alia, conflict management, pro-gender equity studies and trainings in the water sector, diagnosis and design of plans for the social inclusion of vulnerable groups in accordance with terms of reference acceptable to the Bank that are consistent with the ESSs. Thereafter prepare and finalize the outputs of such activities in compliance with the terms of reference.</p>	Throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
1.5	<p>ASSOCIATED FACILITIES</p> <p>In case Associated Facilities are identified during the preparation of ESMPs, cause the owner/operator of the associated facility ensure that activities at the associated facility are carried out in accordance with the applicable requirements of this ESCP and the E&S instruments (ESMP, GRMs, Labor Management Procedures (LMP), GAP and SEP).</p>	Throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 2: LABOR AND WORKING CONDITIONS			
2.1	<p>LABOR MANAGEMENT PROCEDURES</p> <p>Prepare and implement the Labor Management Procedures (LMP) for the Project.</p>	Prepare the LMP no later than ninety (90) days from the Effective Date and thereafter implement the LMP throughout subproject implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
2.2	<p>OCCUPATIONAL HEALTH AND SAFETY (OHS) MANAGEMENT PLAN</p> <p>Require contractors and subcontractors to prepare and implement OHS Management Measures or Plan in accordance with LMP.</p>	Each subproject's OHS Management Measures or Plan needs to be prepared prior to start of civil works.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
2.3	<p>GRIEVANCE MECHANISM FOR PROJECT WORKERS</p> <p>Establish and operate a grievance mechanism for all Project workers as described in the LMP and consistent with ESS2.</p>	Establish and operate a grievance mechanism no later than ninety (90) days from the Effective Date and before engaging Project workers, and thereafter maintain and operate it throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 3: RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT			
3.1	<p>WASTE MANAGEMENT PLAN</p>	Same timeframe as for preparation and implementation of ESMP (1.1).	MEW (UCP PAAP) Santa Cruz (SPW)

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
	Prepare and implement a Waste Management Plan (WMP), as part of the ESMP prepared for each subproject, to manage hazardous and non-hazardous wastes, consistent with ESS3.		SEMAPA
3.2	RESOURCE EFFICIENCY AND POLLUTION PREVENTION AND MANAGEMENT Incorporate resource efficiency and pollution prevention and management measures in the ESMP to be prepared under Action 1.1 above	Same timeframe as for preparation and implementation of ESMP (1.1.).	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 4: COMMUNITY HEALTH AND SAFETY			
4.1	TRAFFIC AND ROAD SAFETY Incorporate measures to manage traffic and road safety risks as required in the ESMPs to be prepared under action 1.1 above.	Same timeframe as for preparation and implementation of the ESMP (1.1.).	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
4.2	COMMUNITY HEALTH AND SAFETY Assess and manage specific risks and impacts to the community arising from Project activities, including, inter alia, behavior of Project workers, risks of labor influx, response to emergency situations and include mitigation measures in the ESMPs.	Same timeframe as for preparation and implementation of the ESMP (1.1.).	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
4.3	SEA AND SH RISKS a. Prepare and implement a SEA/SH Action Plan as part of the ESMPs to assess and manage SEA and SH risks. b. Establish and maintain collaboration with the Municipal Comprehensive Legal Services (SLIM) and the Ombudsman's Offices for Children and Adolescents (DNNA) of each municipality in relation to the GRMs of each subproject to manage the E&S risks and, if applicable, impacts of SH and SEA.	a. Prepare and implement a SEA/SH Action Plan, as part of the ESMP of each subproject, prior to subproject bidding and incorporated into each subproject's bidding documents, and thereafter implement the SEA/SH Action Plan throughout Project implementation. b. Established prior to initiation of works, and thereafter maintained throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 5: LAND ACQUISITION, RESTRICTIONS ON LAND USE AND INVOLUNTARY RESETTLEMENT			
5.1	RESETTLEMENT PLANS Prepare and implement subproject-specific Resettlement Plans (RPs) or Livelihood Restoration Plans (LRPs) consistent with ESS5, provided by each PIUs when identifies the need for involuntary resettlement (including physical and/or economic displacement) or involuntary restriction of use/access to water or land in subprojects in any of the following Participating Municipalities: [Trinidad, Puerto Suárez, Tarija, Villa Montes, Challapata, Palos Blancos, in addition to Santa Cruz and SEMAPA].	Prepare and implement the respective RP or LRP, ensuring that full compensation has been provided to Project-affected persons, prior to carrying out the applicable works tendering, taking possession of land and related assets, and initiation of works.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 6: BIODIVERSITY CONSERVATION AND SUSTAINABLE MANAGEMENT OF LIVING NATURAL RESOURCES			
Not relevant for the Project			
ESS 7: INDIGENOUS PEOPLES/SUB-SAHARAN AFRICAN HISTORICALLY UNDERSERVED TRADITIONAL LOCAL COMMUNITIES			
Not relevant for the Project			

MATERIAL MEASURES AND ACTIONS		TIMEFRAME	RESPONSIBLE ENTITY
ESS 8: CULTURAL HERITAGE			
8.2	<p>CHANCE FINDS</p> <p>Describe and implement the chance finds procedures as part of the each subproject's ESMP.</p>	Same timeframe as for ESMP preparation and implementation (1.1)	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
ESS 9: FINANCIAL INTERMEDIARIES			
9.1	Not relevant for the Project		
ESS 10: STAKEHOLDER ENGAGEMENT AND INFORMATION DISCLOSURE			
10.1	<p>STAKEHOLDER ENGAGEMENT PLAN</p> <p>Update and implement a Stakeholder Engagement Plan (SEP) for the Project, consistent with ESS10, which shall include measures to, inter alia, provide stakeholders with timely, relevant, understandable and accessible information, and consult with them in a culturally appropriate manner, which is free of manipulation, interference, coercion, discrimination and intimidation.</p>	Update the SEP no later than sixty (60) from the Effective Date and thereafter implement the SEP throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
10.2	<p>PROJECT GRIEVANCE MECHANISM</p> <p>Establish, publicize, maintain, and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances in relation to the Project (at both PIU and subprojects levels), promptly and effectively, in a transparent manner that is culturally appropriate and readily accessible to all Project-affected parties, at no cost and without retribution, including concerns and grievances filed anonymously, in a manner consistent with ESS10.</p> <p>The grievance mechanism shall be equipped to receive, register, and facilitate the resolution of SEA/SH complaints, including through the referral of survivors to relevant gender-based violence service providers, all in a safe, confidential, and survivor-centered manner.</p>	Establish the grievance mechanism at PIU level no later than sixty (60) days from the Effective Date, and at the subproject level prior to the start of works, and thereafter maintain and operate the grievance mechanism throughout Project implementation.	MEW (UCP PAAP) Santa Cruz (SPW) SEMAPA
INDICATORS FOR IMPLEMENTATION READINESS			
<p>The following actions are indicators for implementation readiness:</p> <ul style="list-style-type: none"> • Execution of Inter-Institutional Agreements between Santa Cruz and the water utilities identified under the Santa Cruz POM • Execution of Coordination Agreements between MEW, the Participating Municipalities under Part 3 of the Project, and the water utilities identified under the Mew POM 			