



## ARIAS SOCIETY

### Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body under Govt. of Assam)

### Project Management Unit (PMU) of the Asian Development Bank financed Sustainable Wetland and Integrated Fisheries Transformation (SWIFT) Project

Agriculture complex, Khanapara, G. S. Road, Guwahati-781022 (Assam, India)

Tel: +91361-2332004; website: [www.arias.in](http://www.arias.in)

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### **Draft Indicative Terms of Reference (ToR) Environmental Safeguards Specialist (ESS)**

#### **A) BACKGROUND OF THE PROJECT:**

1. The Sustainable Wetlands and Integrated Fisheries Transformation (SWIFT) project seeks to promote the sustainable management of Assam's wetland (beel) ecosystems and fisheries development by actively engaging local communities in the management process and enhancing their economic and livelihood conditions. SWIFT's integrated approach combines institutional strengthening for ecosystem conservation with the development of the beel fisheries value chain. This dual focus benefits both the environment and the local community, ensuring long-term sustainability and economic growth.
2. Specifically, the project is aligned with the following impact: income of small-scale food producers of Assam enhanced (Assam Vision 2030, Fisheries Sector); and the project will have the following outcome: beel fishery productivity and community-based sustainable wetland management enhanced in the state of Assam. Three outputs are envisaged.
3. **Output 1: Institutional capacity and regulatory framework for sustainable beel ecosystem and fisheries management strengthened.** The output aims to reform the current government system on beel management, particularly the leasing system. It will support the following activities: (i) updating relevant beel management and fishery acts, regulations, and rules for community-based management, and preparing public awareness-raising materials; (ii) preparing rules or guidelines for community-based beel management system, considering various hydrology of wetlands, channels, agro ecological situations, and providing necessary training on the subject; (iii) preparing a sustainable operational model as a project exit plan; (iv) capacity building and training of the Department of Fisheries (DoF) staff and other allied public institutions, including the state's wetland authority, in latest fisheries stocking and conservation techniques, community-based beel management best practices, and use of digital technologies; (v) supporting research and development in beel management and fisheries, including carbon sequestration benefits from beel management, climate change impacts and adaptation measures, seed production and breeding, and ex-situ conservation of endangered species; (vi) strengthening beel community-based institutions – specifically Beel Development Committees (BDCs); and (vii) operating beel management monitoring system through the development of project information system and beel fisheries knowledge platform, complementing the state wetland authority's wetland notification process.
4. **Output 2: Community-based fisheries business developed and beel community income diversified.** The project will ensure the sustainability of beel community-based institutions by enhancing their financial viability and strengthening women's and marginalized groups' participation in economic activities. The project will: (i) support the development or strengthening of the Beel Development Committees (BDCs), some of whom are or will operate as fisheries cooperatives; (ii) conduct capacity building for these BDCs through training in organizational and financial management, as well as branding, marketing and processing along the value chain; (ii) provide public sector support for the development of community-based fisheries value chain infrastructure, including fish landing sites and local aggregation

points/centers; (iii) promote private sector led fisheries commercialization by creating matching grant facilities for hatchery, feed mill, primary processing and other value addition initiatives; and (iv) support other income generation activities for self-help groups through strengthening or revitalizing self-help groups based on their needs assessment.

5. **Output 3:** Beel conservation and restoration planned and managed. The project addresses habitat loss caused by the loss of connectivity with the adjacent river and decreasing water depth, and macrophyte growth that hinders fisheries productivity in beel's. The beel restoration approaches will focus on: (i) beel demarcation; (ii) beel rejuvenation, such as de-weeding and desilting; and (iii) beel's water inflow and outflow control improvement, including desilting, constructing embankments, installing silt traps, building water retaining structures and peripheral bunds, and installing bio-filters.

**B) Objective of the Assignment:**

6. The services to be provided by the team of national consultants serving in the capacity of contractual staff, will assist the PMU and PIU in implementing project activities to achieve the expected objectives. This multidisciplinary team composed of national experts, will collaborate with DoF and partner agencies on project management, implementation, and capacity building. They will also ensure that safeguard measures are upheld, contributing to the successful delivery of the project's outputs and overall outcomes.
7. A dedicated SWIFT PMU has been established within ARIAS Society, headed by the SPD, ARIAS Society, and is responsible for overall project execution and ensuring the achievement of project objectives.
8. The Project Implementation Unit (PIU), under the leadership of the Director of Fisheries is placed at Directorate of Fisheries, Guwahati and is also spread across the five Zonal Offices (i.e. Cluster Project Implementation Unit) of the Department of Fisheries, each headed by the Deputy Director of the Zonal Office.
9. ARIAS Society now intends to engage an **Environmental Safeguards Specialist (ESS)** on a contractual basis to be positioned at the Project Implementation Unit (PIU) of the SWIFT Project.

**C) TASKS AND RESPONSIBILITIES:**

10. Support PMU and PIUs, and matching grant beneficiaries in adhering to all government regulations and standards, ADB Safeguards Policy Statement (SPS) 2009, and other environmental-related legal requirements for the project
11. Ensure that conservation designs for beels incorporate environmental best practices and compliance with national environmental laws and SPS 2009.
12. Support PMU and PIUs, and matching grant beneficiaries to integrate biodiversity conservation measures in the project design, including habitat restoration, water management, and control of invasive species like water hyacinths.
13. Support the development of biodiversity offsets where ecological damage is unavoidable, ensuring no net loss of critical habitats.
14. Develop monitoring mechanisms to evaluate the impact of wetland restoration on fishery productivity, biodiversity, and water quality.
15. Guide PIUs and matching grant beneficiaries in complying with international good practices per the following requirements of the International Finance Corporation's General environment, health and safety Guidelines, and the International Labour Organization's Code of Practice on Safety and Health in construction.
16. Review environmental safeguard-related clauses and sections to be included in tender documents and civil works contracts of contractor(s).
17. Review the construction environmental management plan (CEMP) that the contractor(s) have

prepared for the subprojects and matching grant.

18. Guide PIUs and contractors obtain permits, licenses, etc. for activities before the implementation of the respective construction activity.
19. Ensure that contractors of subprojects and matching grant beneficiaries adopt proper waste management and pollution reduction strategies at the sites.
20. Guide PMU and PIUs in applying for important documents and sending them to government offices for the processing of permits and clearances, such as environmental clearance certificates, tree-cutting permits, and other pertinent licenses and permits.
21. As instructed by the PMU and PIUs, carry out regular field verification and review environmental compliances by the PIUs and contractor during project implementation.
22. Support PMU to ensure environmental monitoring reports (EMRs) are prepared, reviewed, and submitted for publication locally and on the ADB website as specified in the loan agreement.
23. Provide guidance to matching grant beneficiaries to monitor the compliance and progress on EMP implementation.
24. Guide matching grant beneficiaries in monitoring compliance with and progress on EMP implementation and sustainable practices.
25. Support PMU and PIUs in identifying beels in accordance with the guidelines outlined in the IEE.
26. Support PMU in fulfilling due diligence requirements for subprojects under the Matching Grant.
27. With support from PIUs, prepare and/or update IEE and EMPs of subprojects through, but not limited to, reconnaissance survey, collecting data from the proposed subproject sites, government requirements, impacts analysis and public consultations.
28. Guide PIUs to effective environmental monitoring during the pre-construction, construction, and operation phases, guided by the IEE/s submitted to ADB.
29. Report to PMU about environmental observations during any site visits.
30. In case of potential risks and hazards to health, environmental quality, and properties that may result from poor EMP implementation, immediately guide PIUs and/or grant recipients to conduct immediate containment and mitigation activities.
31. Advise PMU and PIUs on taking proactive and timely measures to address any environmental safeguards-related challenges at the national, state, or district levels, such as (a) delays in the processing of clearances during the pre-construction stage and (b) significant grievances during the construction and operation stages.
32. Support PMU to review corrective action plans for environmental safeguard non-compliance.
33. Ensure grievance redress mechanism (GRM) is in place and fully operational from the onset of project implementation.
34. Promote sustainable environmental practices throughout project implementation, particularly in beel restoration and fisheries management.
35. Support PIUs in undertaking environmental safeguards due diligence for second and third phase beel restoration detailed design. Assist PMU in updating and/or preparing IEEs for sub-projects as required.
36. Prepare quarterly environmental safeguard monitoring reports and other required documentation for submission to ADB and national authorities.
37. Organize training programs for PMU, PIUs, executing agencies and implementing agencies staff, service providers/ contractors, and local stakeholders on environmental safeguards and the

implementation of EMPs.

38. Collaborate with relevant government departments and agencies, including the Department of Environment and Forest, Fisheries Department, Assam State Wetlands Authority and others to ensure coordination of environmental management activities.
39. Integrate climate adaptation and mitigation strategies into environmental safeguards and project design, ensuring resilience against climate risks such as floods, droughts, and extreme weather events.
40. Facilitate multi-stakeholder discussions, including indigenous communities, local NGOs, and academic institutions, to enhance participatory environmental planning.
41. Assist PMU and PIUs in the preparation of technical guidelines for the integration of environmental safeguards in fisheries management and wetland restoration.
42. Perform other tasks relevant with environmental safeguards of ADB and government of India.

**D) ESSENTIAL QUALIFICATIONS, EXPERIENCE & DESIRED SKILL:**

43. **Educational Background:** A postgraduate degree in environmental management, natural resource management, environmental science, ecology, or other related fields. Post-graduate or additional certifications in environmental impact assessment or environmental law will be an advantage.
44. **Work Experience:** A minimum of 7 years of experience in environmental management for projects financed by ADB, World Bank, or other international donor agencies. Experience with wetland restoration, biodiversity conservation, or fisheries-related environmental management is preferred.
45. **Technical Expertise:** Strong familiarity with ADB Safeguard Policy Statement (SPS) 2009, International Finance Corporation (IFC) Environmental, Health, and Safety (EHS) Guidelines, and National/State environmental management frameworks (e.g., Environmental Protection Act, Wetland Conservation Rules).
46. **Regulatory and Compliance Knowledge:** Experience in obtaining and managing environmental permits, clearances, and regulatory approvals in compliance with national and international environmental laws.
47. **Project Implementation & Safeguards Compliance:** Ability to develop, implement, and monitor Environmental Management Plans (EMP), Initial Environmental Examinations (IEE), and environmental safeguard due diligence for infrastructure and natural resource management projects.
48. **Stakeholder Engagement:** Strong ability to collaborate with government agencies, local communities, environmental NGOs, and private sector stakeholders to ensure environmental sustainability in project implementation.
49. **Data Analysis & GIS:** Proficiency in environmental data analysis, Geographic Information Systems (GIS), remote sensing, and impact modeling tools is desirable.
50. **Capacity Building & Training:** Experience in conducting training and awareness programs on environmental safeguards, biodiversity conservation, and climate adaptation for government officials, contractors, and community stakeholders.
51. **Reporting & Documentation:** Strong writing and reporting skills, with experience in preparing high-quality environmental reports, compliance documentation, and donor-funded project reports.

**E) DURATION OF CONTRACT, NOTICE PERIOD ETC**

52. The initial contract period of Environment Safeguard Specialist (ESS) will be for eleven (11) months and the continuity of the ESS beyond eleven (11) months from the date of signing the

agreement will depend upon his/her performance and the requirement of the position. The decision of the SPD ARIAS Society shall be final and binding in this regard.

53. The contract with ESS may be terminated by either side at any point of time during the contractual period by serving a 30 days' notice without assigning any reason and without thereby incurring any liability to the Govt. of Assam/ ARIAS Society. The assignment is purely contractual in nature and shall not, under any circumstance, be extended beyond the SWIFT's closing date. The Govt. of Assam and ARIAS Society shall not undertake any responsibility for subsequent deployment of the incumbent.
54. The ESS shall not assign or sub-contract, in whole or in part, his/her obligations to perform under this ToR, except with the reporting officer's prior written consent. The ESS will have to serve the assigned office on full-time basis under overall command of Director of Fisheries cum APD.
55. The assignment is purely contractual in nature and the SPD ARIAS Society reserves the right to terminate or cancel the assignment and/or shorten its duration or extend the duration, irrespective of whether the assigned tasks of ESS as per the ToR has been completed or not, based on the requirements or availability of the project funds or performance and/or conduct of the ESS or for convenience as determined by the SPD ARIAS Society, without thereby causing any liability to the Government of Assam, the Government of India or the ADB. Whatever be the reason for termination, the ESS shall comply with the termination order forthwith without any reservation.

**F) REMUNERATION AND PAYMENT TERMS:**

56. Depending on the qualifications, experience, competency, and also the remuneration/ CTC of the last assignment, the consolidated fixed annual Cost to project (CTP) of the ESS will be determined and mutually agreed with the successful candidate, which would be in the range between **Rs.11.40 lakh to Rs.19.20 lakh per year**. The agreed annual CTP shall be inclusive of remuneration, performance-linked- incentive, communication allowance, health/service related allowance, all taxes, cost of accommodation and food at Guwahati, conveyance to attend the PIU, etc.
57. The remuneration will be given in equal monthly installments and the performance-linked- incentive will be given on quarterly basis based on the performance and achievement against the mutually agreed deliverables by the ESS. Taxes as applicable shall be dealt with as per applicable laws. The remuneration may be enhanced on an Annual Basis, based on the HR Policy of the ARIAS Society.
58. Travelling, Boarding, Lodging and Food expenses for approved official tours outside Guwahati will be reimbursed as per the HR Policy of ARIAS Society and as provided in the contract agreement. For travel outside the State, the Travelling and Boarding & Lodging expenses will be reimbursed as per the HR Policy of the ARIAS Society and as provided in the contract agreement.

**G) TRAVEL REQUIREMENT:**

59. The ESS will be required to undertake field-visits and tours to the project sites with the approval of Director of Fisheries (DoF). Occasional out of state visits may also be required as directed by the DoF cum APD.

**H) REPORTING AND PERFORMANCE REVIEW**

60. The ESS will report to the Director of Fisheries/DPD. The quality of service and performance of the ESS will be reviewed by the Director of Fisheries/DPD on a quarterly basis and the annual performance review will be done as per the HR Policy of the ARIAS Society.

**I) FACILITIES TO BE PROVIDED BY THE DIRECTORATE OF FISHERIES**

61. Will be given access to all documents, reports, correspondence, contacts available and any other information as deemed necessary for smooth accomplishments of tasks assigned.
62. Will be provided with one office cubicle in the PIU along with computer, printer, computer/office consumables, and internet access.
63. Will pay the fixed monthly remuneration as per the contract agreement. No house rent allowance or any other allowance shall be paid by the PIU. No other payment whatsoever (except reimbursement of travelling expenses and project allowance) shall be paid, except as agreed with the ESS and by the DoF cum APD, Directorate of Fishery.
64. Will not be provided with any clerical assistance.

**Note: This is a draft ToR and SPD, ARIAS Society reserves the right to change, update or modify this ToR at any stage till recruitment process is completed.**