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**LOAN NUMBER 9400-IN**

# **Loan Agreement**

**(Rail Logistics Project)**

**between**

**INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT**

**and**

**DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED**

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## **LOAN AGREEMENT**

AGREEMENT dated as of the Signature Date between DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED (“Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”). The Borrower and the Bank hereby agree as follows:

### **ARTICLE I — GENERAL CONDITIONS; DEFINITIONS**

- 1.01. The General Conditions (as defined in the Appendix to this Agreement) apply to and form part of this Agreement.
- 1.02. Unless the context requires otherwise, the capitalized terms used in this Agreement have the meanings ascribed to them in the General Conditions or in the Appendix to this Agreement.

### **ARTICLE II — LOAN**

- 2.01. The Bank agrees to lend to the Borrower the amount of two hundred forty-five million United States Dollars (US\$ 245,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing the project described in Schedule 1 to this Agreement (“Project”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section III of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee is one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge is one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest rate is the Reference Rate plus the Variable Spread or such rate as may apply following a Conversion; subject to Section 3.02(e) of the General Conditions.
- 2.06. The Payment Dates are May 15 and November 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.
- 2.08. (a) If on any given day, the Total Exposure exceeds the Standard Exposure Limit (as said terms are defined in sub-paragraphs (b)(ii) and (b)(iii) of this Section), the Borrower shall pay to the Bank a surcharge at the rate of one half of one percent (0.5%) per annum of the Allocated Excess Exposure Amount (as defined in sub-paragraph (b)(i) of this Section) for each said day (“Exposure Surcharge”). The Exposure Surcharge (if any) shall be payable semi-annually in arrears on each Payment Date.

(b) For purposes of this Section the following terms have the meanings set forth below:

(i) “Allocated Excess Exposure Amount” means for each day during which the Total Exposure exceeds the Standard Exposure Limit, the product of: (A) the total amount of said excess; and (B) the ratio of all (or, if the Bank so determines, a portion) of the Loan to the aggregate amount of all (or the equivalent portions) of the loans made by the Bank to the Borrower, Guarantor and to other borrowers guaranteed by the Guarantor that are also subject to an exposure surcharge, as said excess and ratio are reasonably determined from time to time by the Bank.

(ii) “Standard Exposure Limit” means the standard limit on the Bank’s financial exposure to the Guarantor which, if exceeded, would subject the Loan to the Exposure Surcharge, as determined from time to time by the Bank.

(iii) “Total Exposure” means for any given day, the Bank’s total financial exposure to the Guarantor, as reasonably determined by the Bank.

### **ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions and Schedule 2 to this Agreement.

### **ARTICLE IV — REMEDIES OF THE BANK**

- 4.01. The Additional Event of Suspension consists of the following:
- (a) the Concession Agreement and/or the Track Access Agreement has/have been suspended, abrogated, voided, repealed, waived or materially and adversely amended whether in whole or in part, in a manner that would affect the Project development objective, without the prior written concurrence of the Bank.

### **ARTICLE V —EFFECTIVENESS**

- 5.01. The Additional Condition of Effectiveness consists of the following, namely that, the Borrower has adopted the Corrective Action Plan, satisfactory to the Bank.
- 5.02. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

### **ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower’s Representative is its Director (Finance).
- 6.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower’s address is:

Dedicated Freight Corridor Corporation of India Ltd.  
5<sup>th</sup> Floor, Supreme Court Metro Station Building Complex

Pragati Maidan  
New Delhi, 110001  
India

(b) the Borrower's Electronic Address is:

Facsimile:	E-mail:
+91 (11) 2345-4610	dirfin@dfcc.co.in

6.03. For purposes of Section 10.01 of the General Conditions: (a) the Bank's address is:

International Bank for Reconstruction and Development  
1818 H Street, N.W.  
Washington, D.C. 20433  
United States of America; and

(b) the Bank's Electronic Address is:

Telex:	Facsimile:	E-mail:
248423(MCI) or 64145(MCI)	1-202-477-6391	wbindia@worldbank.org

AGREED as of the Signature Date.

**DEDICATED FREIGHT CORRIDOR  
CORPORATION OF INDIA LTD.**

By *Hira Ballabh*

**Authorized Representative**

**Name:** Hira Ballabh

**Title:** Director Finance

**Date:** 13-Jan-2023

**INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT**

By *Auguste Tano Kouame*

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**Authorized Representative**

**Name:** Auguste Tano Kouame

**Title:** Country Director

**Date:** 12-Jan-2023

## **SCHEDULE 1**

### **Project Description**

The objective of the Project is (i) to promote freight modal shift to safe and low carbon transport along the Eastern Dedicated Freight Corridor (EDFC) and (ii) to strengthen Dedicated Freight Corridor Corporation of India Limited as a commercial organization to provide multimodal logistics services.

The Project consists of the following parts:

#### **Part 1. Creation of Infrastructure to Deliver Multimodal Logistics Services**

Supporting the construction of EDFC corridor to shift freight from road and IR to EDFC, including infrastructure creation activities, as follows:

1.1. Construction of the EDFC Corridor: (a) design, construction, commissioning and testing of Khurja – Ludhiana section (401kms) and Kanpur – Mughal Sarai section (393 kms) of EDFC; and (b) provision of consultancy services relating to overall project management, social and environment management, and quality and safety audit.

1.2. Last mile connectivity: Design, construction, commissioning and testing of civil, structure track, electrical and signaling systems work and related supervision consulting to provide last mile connectivity to terminals, on the basis of terminal feasibility studies and engineering designs undertaken by DFCCIL.

#### **Part 2. Institutional Capacity Strengthening**

Providing the foundation for: (i) attracting private players to utilize DFCCIL's rail infrastructure; (ii) enabling public-private partnership to unlock investments in multimodal terminals directly connected to DFCCIL's network; and (iii) supporting institutional development and capacity building of DFCCIL and MOR to increase operational efficiency, enhance safety management, and promote inclusion, as follows:

2.1. Commercial Management: Analytical studies and implementation support for: (a) developing a private-oriented institutional policy, comprising private sector participation; (b) developing and implementing a non-discriminatory access regime; (c) establishing a tariff regulatory authority, including pricing of services and access charges; and (d) adapting DFCCIL's financial management to facilitate accessing commercial financing.

2.2. Operation Management: Analytical studies and implementation support for: (a) operation and asset maintenance practices; (b) a pilot energy optimization driver advisory system to reduce fuel consumption and greenhouse gas, with scalability across DFCs; (c) the adoption of climate resilient design and construction methodologies in Indian Railway codes to aid future construction of DFC; and (d) a framework for environment and social management for future DFC sections to international standards.

2.3 Environment and Social Safeguards management: Programmatic support to DFCCIL on management of environment and social safeguards which includes: (a) adoption of climate resilient design and construction methodologies in Indian Railway codes to aid future construction of DFC; and (b) preparation of framework for environment and social management for future DFC sections to international standards.

2.4. Safety Management System: Implementation of safety management system over the EDFC corridor, including a preventive mechanism for disaster risk mitigation measures for train running, and supporting the integration of women's safety metrics to the proposed safety management system, in collaboration with women employees including contractual workers and informal women workers.

2.5. Capacity Building: Training of DFCCIL staff on human resources, social and environment safeguards management practices, procurement, financial management, operations, and commercial management amongst other aspects, and including for informal women workers: (a) the provision of pilot daycare facilities, provision of on-the-job training over a period of 3-5 months to enable a transition to non-traditional, higher paying job roles (i.e. from a mason helper to a certified mason) for informal women workers; and (b) to incentivize internship programs for qualified young women graduates to provide an early exposure to jobs in Railways for formal women workers.

## **SCHEDULE 2**

### **Project Execution**

#### **Section I. Implementation Arrangements**

##### **A. Institutional Arrangements**

1. The Borrower shall:
  - (a) maintain, throughout the period of implementation of the Project, suitably qualified personnel in adequate numbers, to carry out the functions of procurement, contract management, financial management, social and environmental management, and general Project oversight, monitoring and reporting;
  - (b) maintain throughout the period of implementation of the Project, project management consultants (“PMC”) with qualifications and experience, and under terms of reference acceptable to the Bank, in order to assist the Borrower with contract management functions for the design-build contracts, and the general implementation of the Project.

##### **B. Project Documents**

1. The Borrower shall:
  - (a) prepare, approve, adopt a Project Implementation Manual within one (1) month of the Effective Date, in a manner and substance satisfactory to the Bank,
  - (b) carry out the Project in accordance with the Project Implementation Manual, the Concession Agreement, and the Track Access Agreement, provided however, that in the event of conflict between the provisions of said manual and, agreements, on the one hand, and those of this Agreement, on the other hand, the provisions of this Agreement shall prevail; and
  - (c) refrain from suspending, voiding, waiving or materially and adversely amending, whether in whole or in part, any provision of the Project Implementation Manual, the Concession Agreement, and/or the Track Access Agreement, without the prior written concurrence of the Bank.

##### **C. Track Access Agreement**

Prior to commencement of works under the Project, the Borrower shall ensure that a track access regime agreed with the Bank is in place.

##### **D. Environmental and Social Standards**

1. The Borrower shall ensure that the Project is carried out in accordance with the Environmental and Social Standards, in a manner acceptable to the Bank.



2. Without limitation upon paragraph 1 above, the Borrower shall ensure that the Project is implemented in accordance with the Environmental and Social Commitment Plan (“ESCP”), in a manner acceptable to the Bank. To this end, the Borrower shall ensure that:
  - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, as provided in the ESCP;
  - (b) sufficient funds are available to cover the costs of implementing the ESCP;
  - (c) policies and procedures are maintained, and qualified and experienced staff in adequate numbers are retained to implement the ESCP, as provided in the ESCP; and
  - (d) the ESCP, or any provision thereof, is not amended, repealed, suspended or waived, except as the Bank shall otherwise agree in writing, as specified in the ESCP, and ensure that the revised ESCP is disclosed promptly thereafter.
3. In case of any inconsistencies between the ESCP and the provisions of this Agreement, the provisions of this Agreement shall prevail.
4. The Borrower shall ensure that:
  - (a) all measures necessary are taken to collect, compile, and furnish to the Bank through regular reports, with the frequency specified in the ESCP, and promptly in a separate report or reports, if so requested by the Bank, information on the status of compliance with the ESCP and the environmental and social instruments referred to therein, all such reports in form and substance acceptable to the Bank, setting out, inter alia: (i) the status of implementation of the ESCP; (ii) conditions, if any, which interfere or threaten to interfere with the implementation of the ESCP; and (iii) corrective and preventive measures taken or required to be taken to address such conditions; and
  - (b) the Bank is promptly notified of any incident or accident related to or having an impact on the Project which has, or is likely to have, a significant adverse effect on the environment, the affected communities, the public or workers, including, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
5. The Borrower shall establish, publicize, maintain and operate an accessible grievance mechanism, to receive and facilitate resolution of concerns and grievances of Project-affected people, and take all measures necessary and appropriate to resolve, or facilitate the resolution of, such concerns and grievances, in a manner acceptable to the Bank.
6. The Borrower shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors and subcontractors and supervising entities to: (a) comply with the relevant aspects of ESCP and the environmental and social instruments referred to therein; and (b) adopt and enforce codes of conduct that should be provided to and signed by all workers, detailing measures to address environmental, social, health and safety risks, and the risks of sexual exploitation and abuse, sexual harassment

and violence against children, all as applicable to such civil works commissioned or carried out pursuant to said contracts.

**Section II. Project Monitoring Reporting and Evaluation**

The Borrower shall furnish to the Bank each Project Report not later than one (1) month after the end of each calendar quarter, covering the calendar quarter.

**Section III. Withdrawal of Loan Proceeds**

**A. General.**

Without limitation upon the provisions of Article II of the General Conditions and in accordance with the Disbursement and Financial Information Letter, the Borrower may withdraw the proceeds of the Loan to: (a) finance Eligible Expenditures; and (b) pay the Front-end Fee; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be financed (inclusive of Taxes)</b>
(1) Goods, works, non-consulting services, Training, and consulting services, except for those financed under Category (2), under the Project	144,387,500	50%
(2) Goods, works, non-consulting services, Training, and consulting services for Eligible Expenditures for PBCs (EEPBCs) under the Project	100,000,000	50%
(3) Front-end Fee	612,500	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions
<b>TOTAL AMOUNT</b>	<b>245,000,000</b>	

**B. Withdrawal Conditions; Withdrawal Period.**

Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$49,000,000 may be made for payments made prior to this date but on or after April 1, 2022, for Eligible Expenditures under Category (1).

**C. Performance-based Conditions (“PBCs”)**

1. With respect to PBCs related to Category (2), the Borrower may request withdrawals of Bank financing for floating PBCs when the relevant expenditures (EEPBCs) have been incurred, but prior to the PBCs having been met, provided that the Borrower shall: (a) meet such PBCs no later than the Closing Date; and (b) submit to the Bank evidence satisfactory to the Bank of such PBCs having been met no later than the Disbursement Deadline Date, after furnishing evidence satisfactory to the Bank in accordance with the verification protocols agreed with the Bank and as verified by the Borrower, and as set forth in the Project Implementation Manual. If by or before the Disbursement Deadline Date the Borrower has failed to provide the Bank evidence satisfactory to the Bank that the floating PBCs related to Category (2) have been fully met, the Borrower shall, upon notice from the Bank, promptly refund to the Bank the Withdrawn Loan Balance related to such Category (2). Except as the Bank may otherwise determine, the Bank shall cancel all amounts refunded pursuant to this Section.
2. Notwithstanding the provisions of Sections III.C.1 above of this Schedule 2, the amount of the Loan to be withdrawn upon the verified achievement of any PBC shall not exceed the lesser of: (a) the amount allocated against such PBC; and (b) the amount of the PBC expenditures (EEPBCs) under Category (2), including those incurred but not yet paid by the proceeds of the Loan, at the date of submission of such withdrawal application.

**D. Closing Date**

The Closing Date is June 30, 2027.

**Section IV. Anti-Corruption - EDFC-3 Project Balance Activities**

The Borrower shall ensure that the EDFC-3 Project Balance Activities: (a) under contracts for which procurement process was initiated prior to April 1, 2022, are carried out in accordance with the provisions of the Anti-Corruption Guidelines for EDFC-3 Project Balance Activities prior to April 1, 2022 (as defined the Appendix, Definitions, to the Loan Agreement); and (b) under contracts for which procurement process was initiated after April 1, 2022, are carried out in accordance with the provisions of the Anti-Corruption Guidelines as defined in Section 2 of the Appendix, Definitions, to the Loan Agreement.

**Section V. Procurement under EDFC-3 Project Balance Activities**

**A. General**

1. **Goods and Works.** All goods and works required for the EDFC-3 Project Balance Activities for which the procurement process was initiated prior to April 1, 2022, and to be financed out of the proceeds of the Loan, shall be subject to the requirements set forth or referred to in Section I of the Procurement Guidelines.

2. **Consultants' Services.** All consultants' services required for the EDFC-3 Project Balance Activities for which the procurement process was initiated prior to April 1, 2022, and to be financed out of the proceeds of the Loan shall be subject to the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines.
  
3. **Procurement Regulations.** All goods, works, and consultants' services, required for the EDFC-3 Project Balance Activities under the Project for which the procurement process was initiated after April 1, 2022, as well as all other activities under the Project, and to be financed out of the proceeds of the Loan shall be subject to the requirements set forth or referred to in the Procurement Regulations.

### **SCHEDULE 3**

#### **Disbursement-Linked Amortization Repayment Schedule – Level Repayment**

1. Subject to the provisions of Section 3.03 of the General Conditions, the Borrower shall repay each Disbursed Amount in semiannual installments payable on each May 15 and November 15, the first installment to be payable on the fifteenth (15th) Payment Date following the Maturity Fixing Date for the Disbursed Amount and the last installment to be payable on the forty-fourth (44th) Payment Date following the Maturity Fixing Date for the Disbursed Amount. Each installment except for the last one shall be equal to one-thirtieth (1/30) of the Disbursed Amount. The last installment shall be equal to the remaining outstanding amount of the Disbursed Amount.
2. If any one or more installments of principal of the Disbursed Amount would, pursuant to the provisions of paragraph 1 of this Schedule, be payable after May 15, 2049, the Borrower shall also pay on such date the aggregate amount of all such installments.
3. The Bank shall notify the Loan Parties of the amortization schedule for each Disbursed Amount promptly after the Maturity Fixing Date for the Disbursed Amount.

**SCHEDULE 4**

**Performance-Based Conditions and Allocated Amounts under Category (2) of the Project**

PERFORMANCE-BASED CONDITIONS	INDICATIVE TIMELINE					
	BASELINE	JULY 1, 2022 – JUNE 30, 2023	JULY 1, 2023 – JUNE 30, 2024	JULY 1, 2024 – JUNE 30, 2025	JULY 1, 2025 – JUNE 30, 2026	JULY 1, 2026 – JUNE 30, 2027
<b>PBC 1. Shift of Indian Railway traffic to completed section of DFCs</b>						
Allocated Amounts in USD Scalability: Yes Formula: \$11 million for the first 100km, and additional \$50,000/km up to 700km.		46,000,000				
<b>PBC 2. Payment of track access charges by Indian Railways</b>						
Allocated Amounts in USD Scalability: No		15,000,000				
<b>PBC 3. DFCCIL Private public partnership policy established</b>						
Allocated Amounts in USD Scalability: No		15,000,000				
<b>PBC 4. Enhanced Capacity of DFCCIL to create DFCs with Private sector investment in rail</b>						
Allocated Amounts in USD Scalability: No		5,000,000				
<b>PBC 5. Privately financed terminals on DFCCIL lines start moving traffic</b>						

PERFORMANCE-BASED CONDITIONS	INDICATIVE TIMELINE					
	BASELINE	JULY 1, 2022 – JUNE 30, 2023	JULY 1, 2023 – JUNE 30, 2024	JULY 1, 2024 – JUNE 30, 2025	JULY 1, 2025 – JUNE 30, 2026	JULY 1, 2026 – JUNE 30, 2027
Allocated Amounts in USD Scalability: No				5,000,000		
<b>PBC 6. Non-discriminatory access regime established</b>						
Allocated Amounts in USD Scalability: No						2,000,000
<b>PBC 7. Tariff rail regulatory authority established</b>						
Allocated Amounts in UD Scalability: No						2,000,000
<b>PBC 8. Commercial bank financing raised</b>						
Allocated Amounts in USD Scalability: No			10,000,000			

## APPENDIX

### Section I. Definitions

1. “Anti-Corruption Guidelines for EDFC-3 Project Balance Activities prior to April 1, 2022” means the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006, and revised in January 2011.
2. “Anti-Corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the General Conditions, the “Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants”, dated October 15, 2006 and revised in January 2011 and as of July 1, 2016.
3. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.
4. “Concession Agreement” means the agreement entered into by and between MOR and DFCCIL on February 28, 2014, awarding DFCCIL the concession of the freight corridor (to be) built under the Project; setting the objectives of that concession and the rights and obligations of the parties in achieving those objectives; and ensuring DFCCIL efficient and effective construction, operation and maintenance of the freight corridor.
5. “Consultant Guidelines” means the “Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
6. “Corrective Action Plan” means the plan referred to in Section 4.01 of this Agreement, setting forth: (a) rectification measures agreed to be implemented under the EDFC-3 Project; and (b) corrective measures for any activities to be carried out under the Project in accordance with the Environmental and Social Standards.
7. “Dedicated Freight Corridor Corporation of India Limited” and the acronym “DFCCIL” mean the Schedule A Central Public Sector Enterprise, fully owned by MOR, and incorporated on October 30, 2006 under the India’s Companies Act (1956).
8. “DFC” means the Dedicated Freight Corridor.
9. “Disbursement Deadline Date” means the final date, established by the Bank, for the receipt by the Bank of applications for withdrawal and supporting documentation.
10. “Eastern DFC” means the Eastern Dedicated Freight Corridor intended to connect the Borrower’s cities of Ludhiana and Kolkata, granted in concession to DFCCIL pursuant to the Concession Agreement.
11. “EDFC-3 Loan Agreement” means the Loan Agreement between the Borrower and the Bank, dated October 21, 2016, for the purpose of providing loan for the Eastern Dedicated Freight Corridor 3 Project, as may be amended from time to time (Loan No. 8513-IN).



12. “EDFC-3 Project Balance Activities” means selected ongoing activities of the EDFC-3 Project, transferred for implementation under the Project as set forth in Parts 1, 2.1(b), 2.2 and 2.4 of the Project.
13. “EDFC-3 Project” means the project described in Schedule 1 to the EDFC-3 Loan Agreement.
14. “Eligible Expenditure for PBCs” or “EEPBCs” each means the cost of goods, works, non-consulting services, Training, and consulting services, for PBCs for the Project procured and implemented in line with agreed procedures acceptable to the Bank and as ascertained in the interim unaudited financial report submitted for disbursement.
15. “Environmental and Social Commitment Plan” or “ESCP” means the environmental and social commitment plan for the Project, dated May 10, 2022, as the same may be amended from time to time in accordance with the provisions thereof, which sets out the material measures and actions that the Borrower shall carry out or cause to be carried out to address the potential environmental and social risks and impacts of the Project, including the timeframes of the actions and measures, institutional, staffing, training, monitoring and reporting arrangements, and any environmental and social instruments to be prepared thereunder.
16. “Environmental and Social Standards” or “ESSs” means, collectively: (i) “Environmental and Social Standard 1: Assessment and Management of Environmental and Social Risks and Impacts”; (ii) “Environmental and Social Standard 2: Labor and Working Conditions”; (iii) “Environmental and Social Standard 3: Resource Efficiency and Pollution Prevention and Management”; (iv) “Environmental and Social Standard 4: Community Health and Safety”; (v) “Environmental and Social Standard 5: Land Acquisition, Restrictions on Land Use and Involuntary Resettlement”; (vi) “Environmental and Social Standard 6: Biodiversity Conservation and Sustainable Management of Living Natural Resources”; (vii) “Environmental and Social Standard 7: Indigenous Peoples/Sub-Saharan Historically Underserved Traditional Local Communities”; (viii) “Environmental and Social Standard 8: Cultural Heritage”; (ix) “Environmental and Social Standard 9: Financial Intermediaries”; (x) “Environmental and Social Standard 10: Stakeholder Engagement and Information Disclosure”; effective on October 1, 2018, as published by the Bank.
17. “General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Investment Project Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022), with the modifications set forth in Section II of this Appendix.
18. “Guarantee Agreement” means the agreement between the Guarantor and the Bank relating to the prompt and timely payment of the Loan’s interests, fees, charges and amortization, as well as ensuring DFCCIL’s implementation of the Project in accordance with this Agreement, as such agreement may be amended from time to time. “Guarantee Agreement” includes the General Conditions as applied to the Guarantee Agreement and all supplemental letters thereto.
19. “Guarantor” means India.

20. “Indian Railways” or “IR” means the departmental undertaking of the MOR that provides public railway services in India through zonal railways.
21. “Khurja-Pilakhni” means the 226 km railroad track segment of the Eastern DFC connecting the city of Khurja with the Pilakhni village, both in the Guarantor’s State of Uttar Pradesh.
22. “Ludhiana-Khurja” and/or “EDFC 3” mean the 401 km railroad segment of the Eastern DFC connecting the city of Ludhiana (Sanhewal) in the Guarantor’s State of Punjab with the city of Khurja in the Guarantor’s State of Uttar Pradesh, which segment is comprised of the Pilakhni-Sanhewal and the Pilakhni-Khurja sections.
23. “MOR” means the Ministry of Railways of India.
24. “Performance-Based Condition” or “PBC” means any of the conditions referred to in Schedule 4 to this Agreement. “Performance-Based Conditions” or “PBCs” means the plural thereof.
25. “Pilakhni-Sanhewal” means the 175 km railroad track segment of the Eastern DFC connecting the Pilakhni village in the Guarantor’s state of Uttar Pradesh with the city of Ludhiana (Sanhewal) in the Guarantor’s State of Punjab.
26. “PMC” means the Project management consultant referred to in Section I.A.1(b) of the Schedule 2 to this Agreement.
27. “Procurement Guidelines” means the “Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers” dated January 2011 (revised July 2014).
28. “Procurement Regulations” means, for purposes of paragraph 84 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated November 2020.
29. “Project Implementation Manual” means the Borrower’s manual, referred to Section I.B of Schedule 2 to this Agreement which sets forth the procedures for Project implementation, including provisions related to financial management, procurement, contract management, social and environmental safeguards, governance and monitoring and evaluation; as such manual may be revised from time to time with the prior written concurrence of the Bank.
30. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.
31. “Track Access Agreement” means the agreements referred to in Section I.E of Schedule 2 to this Agreement, to be entered into by and between MOR and DFCCIL, as per the Concession Agreement, prior to the commissioning of the Eastern DFC facilities, setting forth the terms and conditions for access, utilization of the tracks of the freight corridor awarded in concession to DFCCIL, payments therefor, and DFCCIL’s service performance standards.

32. “Training” means the reasonable costs of trainings, seminars, workshops, conferences and study tours, conducted in India and/or overseas, and undertaken in accordance with the annual training plan agreed with the Bank, including: (a) the fees of training institutions and courses; (b) domestic and international travel costs, lodging costs, and subsistence/per diem allowances both for trainers and trainees; (c) the rental of training facilities; and (d) preparation, purchase or reproduction of training materials

**Section II. Modifications to the General Conditions**

The General Conditions are hereby modified as follows:

1. Section 5.13 (Procurement) is revised as the following:

“All goods, works, and services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in: (a)(i) the Procurement Regulations; (ii) the Procurement Guidelines as defined in the Loan Agreement; or (iii) the Consultants Guidelines as defined in the Loan Agreement, as applicable; and (b) the provisions of the Procurement Plan.”

2. Section 5.14 (Anti-Corruption) is revised as the following:

“The Borrower and the Project Implementing Entity shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines or the Anti-Corruption Guidelines for EDFC-3 Project Balance Activities prior to April 1st, 2022, as defined in the Loan Agreement, as applicable.”