
LOAN NUMBER 9632-IN

Loan Agreement

(Assam Resilient Rural Bridges Operation)

between

INDIA

and

**INTERNATIONAL BANK FOR RECONSTRUCTION
AND DEVELOPMENT**

LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA (“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 four hundred and fifty two million Dollars (\$452,000,000), as such amount may be converted from time to time through a Currency Conversion (“Loan”), to assist in financing:
 - (a) the program described in Schedule 1 to this Agreement (“Program”); and
 - (b) the project described in Schedule 1(B) to this Agreement (“Project”),(the Program and the Project hereinafter jointly referred to as the “Operation”).
- 2.02. The Borrower may withdraw the proceeds of the Loan in accordance with Section IV of Schedule 2 to this Agreement. All withdrawals from the Loan Account shall be deposited by the Bank into an account specified by the Borrower and acceptable to the Bank.
- 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 February 15 and August 15 in each year.
- 2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

ARTICLE III — PROGRAM

- 3.01. The Borrower declares its commitment to the objectives of the Operation. To this end, the Borrower shall cause the Operation to be carried out by the Implementing Entity in accordance with the provisions of Article V of the General Conditions, Schedule 2 to this Agreement and the Operation Agreement.

ARTICLE IV — EFFECTIVENESS; TERMINATION

- 4.01. The Effectiveness Deadline is the date ninety (90) days after the Signature Date.

ARTICLE V — REPRESENTATIVE; ADDRESSES

- 5.01. The Borrower's Representative is any one of the following officials: Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs in the Ministry of Finance of the Borrower.

- 5.02. For purposes of Section 10.01 of the General Conditions: (a) the Borrower's address is:

Secretary
Department of Economic Affairs
Ministry of Finance
Government of India
North Block
New Delhi 110 001
India; and

(b) the Borrower's Electronic Address is:

Facsimile:	E-mail:
+91-11-23094075	secy-dea@nic.in

- 5.03. 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.

INDIA

By



Authorized Representative

Name: Alok Tiwari _____

Title: JS (FB), DEA _____

Date: 18-Sep-2024 _____

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By



Authorized Representative

Name: Auguste Tano Kouame _____

Title: Country Director _____

Date: 11-Sep-2024 _____

SCHEDULE 1

Operation Description

The objective of the Operation is to build green, inclusive, and resilient connectivity in rural Assam and strengthen the Assam Public Works Roads Department's roads and bridges management capability.

The Operation comprises the Program and the Project.

A. The Program consists of the following activities:

Results Area 1: Strengthening management capability for roads and bridges

Strengthening APWRD's rural roads and bridges management wing to ensure the provision of resilient all-season connectivity and enhancing the performance of the state highways and major district roads administration to efficiently manage the Asom-mala program and operate highly trafficked roads and bridges based commercial principle, including: (i) modernizing the asset management and fiduciary systems, through the assignment of the core management team and the critical mass for the administration of the rural roads and bridges, as well as the state highways and major district roads; (ii) addressing environmental and social key policy gaps, strengthen monitoring and evaluation systems for evidence-based real time monitoring and reporting, and improve work environment safety; (iii) supporting the design of a gender-informed human resources strategy for APWRD that aims to improve women's presence retention and career advancement in technical employment opportunities including on-site job roles; (iv) supporting the hiring and career advancement of women professionals in technical fields, such as bridge design, construction and maintenance; and (v) strengthening the capacity of APWRD's internal complaints committee, including linkages with gender-based violence service providers for ensuring workplace safety for women employees and laborers.

Results Area 2: Enhancing the resilience of bridges and rural communities

Enhancing the resilience of bridges and rural communities in the State of Assam that are affected by climate vulnerability to flooding and to geohazard risks, through: (i) building of the framework to enhance the resilience of bridges; and (ii) the design of the bridge preservation plan (sustainability plan) which will inform the budgetary process and enable the allocation of adequate funding for *routine* and preventive maintenance of bridges.

Results Area 3: Inclusive and resilient connectivity to rural communities, and relief during disaster events

Supporting inclusive development by connecting the direct beneficiaries of rural population to remunerative markets and to off-farm employment, while also providing access to educational and health facilities for women in-labor, children, and the elderly, as well as relief during a disaster event, through: (i) the replacement of timber bridges, rehabilitation of deteriorated bridges, and clearance of the maintenance backlog; and (ii) the promotion of use of electric vehicles and provision of green rural freight and public transportation services.

B. The Project consists of the following activities:

Provision of technical assistance to support:

(a) the preparation of the Program rural bridges investment and management of Program implementation, including preparation of the Detailed Project Report, hiring of construction supervision consultants, design of transport hub, including development of integrated rural transport and logistics plan, implementation of the grievance redress mechanism, preparation of a gender action plan, and environmental and social impact management;

(b) Program management, including, *inter alia*: (i) the carrying out of studies, and the upgrading of APWRD's road asset management system; (ii) compliance and Program execution monitoring, including independent community monitoring; (iii) engagement of the Independent Verification Agent; (iv) the hiring of the Program Management Consultant, technical audit consultant and individual consultants; (v) the carrying out of an impact evaluation, training, road financing strategy, systems upgrading and development; and (vi) financing of administrative, legal and operating expenses in connection with the implementation of the Operation.

(c) the strengthening of the Assam Road Research and Training Institute center of excellence, including the development of training material, the delivering of induction training and short-term courses, and carrying out of research.

SCHEDULE 2

Operation Execution

Section I. Implementation Arrangements

A. Financial Arrangements

1. To facilitate the carrying out of the Program by the Implementing Entity, the Borrower shall make the proceeds of the Loan available to the Implementing Entity in accordance with the Borrower's standard arrangements for developmental assistance to the states of India. Notwithstanding the foregoing, in the event that any provision of this Agreement, including the instructions that the Bank shall have specified by notice to the Borrower pursuant to Section IV.A of this Schedule 2, were to be found inconsistent with the Borrower's standard arrangements for development assistance to the states of India, the provisions of this Agreement and aforesaid instructions shall govern.
2. The Borrower shall at all times protect its own interests and the interests of the Bank to accomplish the purposes of the Loan.

B. Program Action Plan

The Borrower shall cause the Implementing Entity to carry out the Program Action Plan in accordance with the timeline included in such Program Action Plan ("PAP") and in a manner satisfactory to the Bank.

Section II. Excluded Activities

The Borrower shall ensure that the Program excludes any activities which:

- A. in the opinion of the Bank, are likely to have significant adverse impacts that are sensitive, diverse, or unprecedented on the environment and/or affected people; or
- B. involve the procurement of: (1) works, estimated to cost \$75,000,000 equivalent or more per contract; (2) goods, estimated to cost \$50,000,000 equivalent or more per contract; (3) non-consulting services, estimated to cost \$50,000,000 equivalent or more per contract; or (4) consulting services, estimated to cost \$20,000,000 equivalent or more per contract.

Section III. Operation Monitoring, Reporting and Evaluation

The Borrower shall furnish to the Bank each Program Report and Project Report not later than forty-five (45) days after the end of each calendar semester, covering the calendar semester.

Section IV. Withdrawal of Loan Proceeds

A. General

1. 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) with respect to the Program, finance Program Expenditures (inclusive of Taxes), on the basis of the results (“Disbursement Linked Results” or “DLRs”) achieved by the Implementing Entity, as measured against specific indicators (“Disbursement Linked Indicators” or “DLIs”), all as set forth in Schedule 4 to this Agreement and in the table in paragraph 2 of this Part A; (b) with respect to the Project, finance Eligible Expenditures in the amount allocated and, if applicable, up to the percentage set forth against Category (9) of the table in paragraph 2 of this Part A; and (c) pay: (i) the Front-end Fee; and (ii) pay each Interest Rate Cap or Interest Rate Collar premium as set forth in Categories (7) and (8) of the table of this Part A.
2. The following table specifies each category of withdrawal of the proceeds of the Loan (including the Disbursement Linked Indicators as applicable) (“Category”), the Disbursement Linked Results for each Category (as applicable), and the allocation of the amounts of the Loan to each Category:

Category (including Disbursement Linked Indicator as applicable)	Amount of the Loan Allocated (expressed in USD)	Percentage of Expenditures to be financed (inclusive of Taxes)
(1) DLI #1: Environmental and Social Policy – Indigenous People Policy (“ESP-IPP”) adopted and compliance enhanced	4,800,000	N/A
(2) DLI #2: Digital and standardized contract and fiduciary management systems upgraded and medium term budgeting framework prepared	9,600,000	N/A
(3) DLI #3: Reform the business process and operationalize APWRD to improve performance	9,600,000	N/A
(4) DLI #4: Develop and adopt Framework Instruments increasing the stock of bridges in good and resilient condition	14,400,000	N/A
(5) DLI #5: Electric Vehicle Policy updated to enhance rural e- mobility by the	3,070,000	N/A

Department of Transport (DoT) & Green Rural Freight and Public Transportation Hubs established		
(6) DLI #6: 1,629 meters of bridges maintained	1,560,000	N/A
(7) DLI #7: 2,169 meters of bridges widened	9,380,000	N/A
(8) DLI #8: Resilience condition of 42,416 meters of temporary, collapsed/washed out, distressed and new bridges improved	371,875,000	N/A
(9) Goods, non-consulting services, consulting services, Training and Incremental Operating Costs for the Project	26,585,000	80%
(10) Front-end Fee to be paid pursuant to Section 2.03 of this Agreement in accordance with Section 2.05 (b) of the General Conditions	1,130,000	
(11) Interest Rate Cap or Interest Rate Collar premium to be paid pursuant to Section 4.05 (c) of the General Conditions	0	
TOTAL AMOUNT	452,000,000	

B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made:
 - (a) on the basis of DLRs achieved prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed \$2,800,000 may be made on the basis of DLRs achieved prior to this date but on or after March 1, 2023;
 - (b) for any DLR under Categories (1) to (8), until and unless the Borrower has furnished evidence satisfactory to the Bank that said DLR has been achieved; and
 - (c) under Category (9) for payments made prior to the Signature Date except that withdrawals up to an aggregate amount not to exceed \$5,200,000 may be made for payments made prior to this date but on or after March 1, 2023, for Eligible Expenditures under Category (9).

2. Notwithstanding the provisions of Part B.1(b) of this Section, if any of the DLRs under Categories (1) to (8) has not been achieved by the date by which the said DLR is set to be achieved (or such later date as the Bank has established by notice to the Borrower), the Bank may, by notice to the Borrower: (a) authorize the withdrawal of such lesser amount of the unwithdrawn proceeds of the Loan then allocated to said Category which, in the opinion of the Bank, corresponds to the extent of achievement of said DLR, said lesser amount to be calculated in accordance with the formula set out in Schedule 4 to this Agreement; (b) reallocate all or a portion of the proceeds of the Loan then allocated to said DLR to any other DLR; and/or (c) cancel all or a portion of the proceeds of the Loan then allocated to said DLR.

4. The Closing Date is June 28, 2030.

SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

The following table sets forth the Principal Payment Dates of the Loan and the percentage of the total principal amount of the Loan payable on each Principal Payment Date (“Installment Share”).

Level Principal Repayments

Principal Payment Date	Installment Share
On each February 15 and August 15	
Beginning February 15, 2029 through August 15, 2042	3.45%
On February 15, 2043	3.40%

SCHEDULE 4

Disbursement-Linked Indicators (“DLIs”) and Disbursement Linked Results (“DLRs”) applicable to the Program for the Disbursement of the Funds Allocated to a Category*

Disbursement Linked Indicator (DLI)	Disbursement Linked Results (DLRs)						
	FY 2024 (Year 0)	FY 2025 (Year 1)	FY 2026 (Year 2)	FY 2027 (Year 3)	FY 2028 (Year 4)	FY 2029 (Year 5)	FY 2030 (Year 6)
DLI # 1: Environmental and Social Policy – Indigenous People Policy (“ESP-IPP”) and Resettlement Policy Framework (“RPF”) adopted and compliance enhanced	1.1: ESP-IPP and RPF has been adopted and E&S management unit has been established	1.2: Digital compliance monitoring and reporting system for E&S has been developed	1.3: Compliance of E&S requirements has been reported through issuance of first single report				
	Amount Allocated: USD 2,800,000	Amount Allocated: USD 1,000,000	Amount Allocated: USD 1,000,000				
	Formula: N/A	Formula: N/A	Formula: N/A				
DLI 2: Digital and standardized contract and fiduciary management systems upgraded and medium term budgeting framework prepared		2.1 (a): APWRD has imparted training to 50 officials dealing with procurement and contract management; 2.1 (b): APWRD	2.2 (a): APWRD has imparted training to an additional 50 officials dealing with procurement and contract management; 2.2 (b): APWRD has: (i) updated and	2.3 (a): APWRD has rolled-out a web-based audit tracking ICT application; and reactivated the departmental audit committee;	2.4: APWRD has developed a medium-term expenditure framework for roads and bridges		

Disbursement Linked Indicator (DLI)	Disbursement Linked Results (DLRs)						
	FY 2024 (Year 0)	FY 2025 (Year 1)	FY 2026 (Year 2)	FY 2027 (Year 3)	FY 2028 (Year 4)	FY 2029 (Year 5)	FY 2030 (Year 6)
		has published the annual procurement plan on its website after budget approval.	notified the PWD Manual and Code in line with the provisions of the Assam Procurement Act and Rules; and (ii) developed and notified for implementation a Project and Contract Management Manual	2.3 (b): Key books and records have been processed through the e-Portal of APWRD by all of its divisions.			
		Amount Allocated: 2.1(a) USD 1,000,000 2.1(b) USD 1,000,000	Amount Allocated: 2.2(a) USD 1,000,000 2.2(b) USD 1,600,000	Amount Allocated: 2.3(a) USD 2,000,000 2.3(b) USD 2,000,000	Amount Allocated: USD 1,000,000		
		Formula: N/A	Formula: N/A	Formula: N/A	Formula: N/A		
DLI 3: Reform the business process and operationalize APWRD to improve performance			3.1: Business process reform of APWRD to improve its performance has been approved; and 3.2: Core management team and critical mass (60 % of staff) APWRD has been assigned				
			Amount Allocated: USD 9,600,000				

Disbursement Linked Indicator (DLI)	Disbursement Linked Results (DLRs)						
	FY 2024 (Year 0)	FY 2025 (Year 1)	FY 2026 (Year 2)	FY 2027 (Year 3)	FY 2028 (Year 4)	FY 2029 (Year 5)	FY 2030 (Year 6)
			Formula: N/A				
DLI # 4: Develop and adopt Framework Instruments increasing the stock of bridges in good and resilient condition			4.1: Framework Instruments to increase the stock of bridges in good and resilient condition have been developed 4.2: Bridge Asset Sustainability Plan (“BASP”) has been developed	4.3: Maintenance budget requirement proposed by the BASP for Program bridges for year 3 has been allocated by the Department of Finance and recorded in the budget book			
			Amount Allocated: USD 10,000,000	Amount Allocated: USD 4,400,000			
			Formula: 4.1: USD 5,000,000 4.2: USD 5,000,000	Formula: N/A			
DLI #5: Electric vehicle policy updated to enhance rural e-mobility by Assam’s Department of Transport (“DoT”) & Green Rural Freight and Public Transportation Hubs established				5.1 Electric Vehicle Policy has been adopted by DoT	5.2 One or more Green Rural Freight & Public Transport Hubs have been completed (up to a maximum of 4)		
				Amount Allocated: 5.1 USD 800,000	Amount Allocated: 5.1 USD 2,270,000		
					Formula: 5.2: USD 560,000 per each Green Rural		

Disbursement Linked Indicator (DLI)	Disbursement Linked Results (DLRs)						
	FY 2024 (Year 0)	FY 2025 (Year 1)	FY 2026 (Year 2)	FY 2027 (Year 3)	FY 2028 (Year 4)	FY 2029 (Year 5)	FY 2030 (Year 6)
					Freight & Public Transport Hub completed		
DLI #6: 1,629 meters of bridges maintained		6.1: 264 meters of bridges maintained	6.2: 880 meters of bridges maintained	6.3: 485 meters of bridges maintained			
		Amount Allocated: 6.1: USD 250,000	Amount Allocated: 6.2: USD 850,000	Amount Allocated: 6.2: USD 460,000			
		Formula: USD 956.98 per each meter of bridges maintained with a minimum of one bridge maintenance completed	Formula: USD 956.98 per each meter of bridges maintained with a minimum of one bridge maintenance completed	Formula: USD 956.98 per each meter of bridges maintained with a minimum of one bridge maintenance completed			
DLI #7: 2,169 meters of bridges widened		7.1: 105 meters of bridges widened	7.2: 270 meters of bridges widened	7.3: 550 meters of bridges widened	7.4: 500 meters of bridges widened	7.5: 440 meters of bridges widened	7.6: 304 meters of bridges widened
		Amount Allocated: USD 450,000	Amount Allocated: USD 1,170,000	Amount Allocated: USD 2,380,000	Amount Allocated: USD 2,160,000	Amount Allocated: USD 1,900,000	Amount Allocated: USD 1,320,000
		Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened	Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened	Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened	Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened	Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened	Formula: USD 4,326.51 per meter of completed bridges with a minimum of one bridge widened
DLI #8: Resilience condition of 42,416 meters of temporary, collapsed/washed out, distressed and new bridges improved			8.1 (a): 2,681 meters of temporary, collapsed/washed out and distressed bridges replaced	8.2 (a): 3,948 meters of temporary, collapsed/washed out and distressed bridges replaced	8.3 (a): 4,066 meters of temporary, collapsed/washed out and distressed bridges replaced	8.4 (a): 4,714 meters of temporary, collapsed/washed out and distressed bridges replaced	8.5 (a): 5,655 meters of temporary, collapsed/washed out and distressed bridges replaced
			8.1 (b): 3,150 meters of new bridges constructed	8.2 (b): 4,960 meters of new bridges constructed	8.3 (b): 5,670 meters of new bridges constructed	8.4 (b): 4,410 meters of new bridges constructed	8.5 (b): 801 meters of new bridges constructed

Disbursement Linked Indicator (DLI)	Disbursement Linked Results (DLRs)						
	FY 2024 (Year 0)	FY 2025 (Year 1)	FY 2026 (Year 2)	FY 2027 (Year 3)	FY 2028 (Year 4)	FY 2029 (Year 5)	FY 2030 (Year 6)
			Amount Allocated: USD 20,700,000	Amount Allocated: USD 102,920,000	Amount Allocated: USD 94,120,000	Amount Allocated: USD 88,760,000	Amount Allocated: USD 65,370,000
			Formula: USD 8,767.27 per each meter as follows: (i) 10% of the cost of relevant bridge upon Mobilization of Construction Equipment; (ii) 30% of the cost of relevant bridge upon its completion up to Pile Cap Level; (iii) 30% of the cost of relevant bridge upon its completion up to Piers/Abutments Cap Level; and (iv) 30 % of the cost of the relevant bridge upon its full completion	Formula: USD 8,767.27 per each meter as follows: (i) 10% of the cost of relevant bridge upon Mobilization of Construction Equipment; (ii) 30% of the cost of relevant bridge upon its completion up to Pile Cap Level; (iii) 30% of the cost of relevant bridge upon its completion up to Piers/Abutments Cap Level; and (iv) 30 % of the cost of the relevant bridge upon its full completion	Formula: USD 8,767.27 per each meter as follows: (i) 10% of the cost of relevant bridge upon Mobilization of Construction Equipment; (ii) 30% of the cost of relevant bridge upon its completion up to Pile Cap Level; (iii) 30% of the cost of relevant bridge upon its completion up to Piers/Abutments Cap Level; and (iv) 30 % of the cost of the relevant bridge upon its full completion	Formula: USD 8,767.27 per each meter as follows: (i) (i) 10% of the cost of relevant bridge upon Mobilization of Construction Equipment; (ii) 30% of the cost of relevant bridge upon its completion up to Pile Cap Level; (iii) 30% of the cost of relevant bridge upon its completion up to Piers/Abutments Cap Level; and (iv) 30 % of the cost of the relevant bridge upon its full completion	Formula: USD 8,767.27 per each meter as follows: (i) (i) 10% of the cost of relevant bridge upon Mobilization of Construction Equipment; (ii) 30% of the cost of relevant bridge upon its completion up to Pile Cap Level; (iii) 30% of the cost of relevant bridge upon its completion up to Piers/Abutments Cap Level; and (iv) 30 % of the cost of the relevant bridge upon its full completion

* The periods (Fiscal Years) in which DLRs are expected to be achieved as per this Schedule are for indicative purposes. Achievement of DLRs can be obtained earlier or later than said periods up and until the Closing Date; provided that if any DLR is met prior to the period in which such DLR is indicated for, the Borrower may, with prior agreement of the Bank, withdraw the amount corresponding to the extent of achievement of said DLR prior to that Fiscal Year indicated in this Schedule.

APPENDIX

Definitions

1. “Anti-corruption Guidelines” means, for purposes of paragraph 6 of the Appendix to the Program General Conditions, the Bank’s “Guidelines on Preventing and Combating Fraud and Corruption in Program-for-Results Financing,” dated February 1, 2012, and revised July 10, 2015; and for purposes of paragraph 6 of the Appendix to the Project 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.
2. “Anti-corruption Protocol” means the set of provisions acceptable to the Bank, developed by the Implementing Entity to support the implementation of the Program in a manner consistent with the Anti-corruption Guidelines.
3. “APWRD” means Assam Public Works Roads Department.
4. “Asom-mala program” is the Implementing Entity’s program to improve state highways and major district road network in Assam.
5. “Assam Road Research and Training Institute” means the institute established pursuant to Government of Assam Notification No. RBEB.82/2013/31, dated June 7, 2013.
6. “BASP” means Bridge Asset Sustainability Plan, a plan to be developed by APWRD for the routine and preventive maintenance of bridges.
7. “Category” means a category set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
8. “Department of Finance” means APWRD’s department of finance.
9. “Detailed Project Report” means a report which shall, *inter alia*, set out the full details of the activities proposed to be carried out by the Implementing Agency for implementation of the Project, including detailed engineering drawings and designs, proposed order, sequence and method of working, procedures and processes undertaken and to be undertaken by Implementing Agency.
10. “Disbursement Linked Indicator” or “DLI” means in respect of a given Category, the indicator related to said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement.
11. “Disbursement Linked Result” or “DLR” means in respect of a given Category, the result under said Category as set forth in the table in Section IV.A.2 of Schedule 2 to this Agreement, on the basis of the achievement of which, the amount of the Loan allocated to said result may be withdrawn in accordance with the provisions of said Section IV.
12. “DoT” means the State of Assam’s department of transport.

13. “E&S” means environmental and social.
14. “Environmental and Social Commitment Plan” or “ESCP” or “ESCP” means the environmental and social commitment plan for the Project, dated November 24, 2023, 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.
15. “Environmental and Social Policy – Indigenous People Policy (ESP-IPP)” means environmental and social policy and indigenous people policy, to be developed and adopted by APWRD.
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 African 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. “Fiscal Year” or “FY” means the Borrower’s fiscal year, which begins on April 1 of each calendar year and ends on March 31 of the next calendar year.
18. “Framework Instruments” means the resilience enhancing framework instruments to be developed by APWRD, including: (i) climate resilient bridge design and construction manual; (ii) bio-engineering solutions manual; (iii) emergency warning system; and (iv) mainstream resilience audit guidelines in all design, construction and maintenance contracts.
19. “General Conditions” means, as the case may be, the Program General Conditions or the Project General Conditions. In cases where the same capitalized term has a different definition in the Program General Conditions and the Project General Conditions, the definition provided in the Program General Conditions shall apply if the term relates to the Program, whereas the definition provided in the Project General Conditions shall apply if the term relates to the Project, as the context may require. In other cases where the same capitalized term has a different definition in the Program General Conditions and the Project General Conditions, and the term is used in this Agreement to refer to the overall Operation, the term shall have the specific meaning ascribed to it in this Appendix.

20. “Green Rural Freight & Public Transport Hub” means the green rural freight and public transportation hubs that will serve as aggregation point for agricultural and rural household textile, handicraft, and dairy produce, and bus/taxi stops, as further defined in the Operation Manual.
21. “ICT” means information and communication technology.
22. “Implementing Entity” or “State of Assam” or “Assam” means the Borrower’s State of Assam, which is also referred to as the Project Implementing Entity in connection with the Project and the Program Implementing Entity in connection with the Program in the General Conditions.
23. “Incremental Operating Costs” means the incremental expenditures for per diems, office rental, office supplies, utilities, conveyance, travel and boarding/lodging allowances, operation and maintenance of office equipment and information technology related equipment, hiring and maintenance of vehicles, advertising expenses and bank charges, insurance, media broadcastings, newspaper subscriptions, periodicals, and printing and stationery costs incurred by the Implementing Entity in connection with the management, coordination and implementation of the Project’s activities, which expenditures would not have been incurred absent the Project, but excluding salaries and salary top-ups of the Borrower’s and the Implementing Entity’s civil servants.
24. “Independent Verification Agent(s)” or “IVA(s)” means the independent entity to be engaged by the Implementing Entity for the purposes of certifying the achievement of the DLIs/DLRs as referred to in Section III.B.1 of the Schedule to the Program Agreement.
25. “Mobilization of Construction Equipment” means the mobilization of construction equipment to the respective construction site, as set forth and further defined in the Operation Manual.
26. “Operation Agreement” means the agreement between the Bank and the Implementing Entity, which is referred to as the Project Agreement in the Project General Conditions and the Program Agreement in the Program General Conditions.
27. “Operation Manual” means the manual referred to in Section D of the Schedule to the Operation Agreement, acceptable to the Bank, prepared by the Implementing Entity containing guidance and projections to support the implementation of the Operation, including the Program Action Plan, the Anti-corruption Guidelines Protocol, the Verification Protocol and the list of all bridges included in the Program; as well as guidance for the compliance with fiduciary, environmental, social, and other obligations for the implementation of the Operation.
28. “Operation Steering Committee” means the committee referred to in Section I.B.2 of the Schedule to the Operation Agreement.
29. “Operation” means, collectively, the Program and the Project.
30. “Personal Data” means any information relating to an identified or identifiable individual. An identifiable individual is one who can be identified by reasonable means, directly or indirectly, by reference to an attribute or combination of attributes within the data, or

- combination of the data with other available information. Attributes that can be used to identify an identifiable individual include, but are not limited to, name, identification number, location data, online identifier, metadata and factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of an individual.
31. “Piers/Abutment Cap Level” means a concrete block that covers piers (columns)/abutments (concrete/masonry walls on both ends of a bridge) and pier cap makes piers function as one unit, as further defined in the Verification Protocol and Operation Manual.
 32. “Pile Cap Level” means a concrete block that covers and makes piles function as one unit of a foundation, as further defined in the Verification Protocol and Operation Manual.
 33. “PMC” means the management consulting firm referred to in Section I.B.5 of the Schedule to the Operation Agreement.
 34. “PMU” means the unit referred to in Section I.B.4 of the Schedule to the Operation Agreement.
 35. “Procurement Regulations” means, for purposes of paragraph 87 of the Appendix to the Project General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated September 2023.
 36. “Program Action Plan” means the Borrower’s plan dated November 24, 2023 and referred to in Section I.B of Schedule 2 to this Agreement, as may be amended from time to time with the agreement of the Bank.
 37. “Program Expenditure Framework” means the Program expenditures as defined in the Operation Manual.
 38. “Program General Conditions” means the “International Bank for Reconstruction and Development General Conditions for IBRD Financing, Program-for-Results Financing”, dated December 14, 2018 (revised on August 1, 2020, December 21, 2020, April 1, 2021, and January 1, 2022).
 39. “Program” means the program described in Part A of the Schedule 1 to this Agreement.
 40. “Project 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).
 41. “Project” means the set of activities described in Part B of Schedule 1 to this Agreement.
 42. “PWD Manual and Code” means the manual that defines and details the duties, scope and executive and organizational functions of selected officers of the Implementing Entity’s public works department.
 43. “RPF” means Resettlement Policy Framework to be developed and adopted by APWRD.

44. “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.
45. “Training” means the training, study tours, conferences and workshops conducted and/or attended by staff from the Implementing Entity and/or other stakeholders, in the territory of the Borrower or, subject to the Bank’s prior no objection, overseas, including the purchase and publication of materials, rental of facilities, course fees, and lodging, travel expenses and per diems for trainers and/or trainees.
46. “Verification Protocol” means the protocol for the verification of the achievement of the DLR by the Independent Verification Agent(s), acceptable to the Bank and included in the Operation Manual.