
LOAN NUMBER 9632-IN

Operation Agreement

(Assam Resilient Rural Bridges Operation)

between

INTERNATIONAL BANK

FOR

RECONSTRUCTION AND DEVELOPMENT

and

STATE OF ASSAM

OPERATION AGREEMENT

AGREEMENT between INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (“Bank”) and STATE OF ASSAM (“Implementing Entity”) (“Operation Agreement”) in connection with the Loan Agreement (“Loan Agreement”) of the Signature Date between INDIA (“Borrower”) and the Bank, concerning Loan No. 9632-IN. The Bank and the Implementing Entity hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

- 1.01. The General Conditions (as defined in the Appendix to the Loan 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 Loan Agreement or the General Conditions.

ARTICLE II — OPERATION

- 2.01. The Implementing Entity declares its commitment to the objectives of the Operation. To this end, the Implementing Entity shall carry out the Operation in accordance with the provisions of Article V of the General Conditions and the Schedule to this Agreement, and shall provide promptly as needed, the funds, facilities, services and other resources required for the Operation.

ARTICLE III — REPRESENTATIVE; ADDRESSES

- 3.01. The Implementing Entity’s Representative is its Chief Secretary.
- 3.02. 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

- 3.03. For purposes of Section 10.01 of the General Conditions: (a) the Implementing Entity's address is:

Public Works Roads Department
Ground Floor, Block B
Assam Secretariat
Dispur, Guwahati 781006
Assam; and

- (b) the Program Implementing Entity's Electronic Address is:

E-mail:

as-guw1@nic.in

AGREED as of the later of the two dates written below.

**INTERNATIONAL BANK FOR
RECONSTRUCTION AND DEVELOPMENT**

By

Auguste Tano Kouame

Authorized Representative

Name: Auguste Tano Kouame

Title: Country Director

Date: 11-Sep-2024

STATE OF ASSAM

By

Chandan Sarma

Authorized Representative

Name: Chandan Sarma

Title: Spl. Commissioner & Spl. Secretary, PWRD

Date: 12-Sep-2024

SCHEDULE

Execution of the Operation

Section I. Implementation Arrangements

A. Program Fiduciary, Environmental and Social Systems

Without limitation on the provisions of Article V of the General Conditions, the Implementing Entity shall carry out the Program in accordance with financial management, procurement and environmental and social management systems acceptable to the Bank which are designed to ensure that:

1. the Loan proceeds are used for their intended purposes, with due attention to the principles of economy, efficiency, effectiveness, transparency, and accountability; and
2. the actual and potential adverse environmental and social impacts of the Program are identified, avoided, minimized, or mitigated, as the case may be, all through an informed decision-making process.

B. Other Program Institutional and Implementation Arrangements

1. Without limitation on the generality of Part A of this Section I, the Implementing Entity shall vest the overall responsibility for management of the coordination, implementation, and monitoring and evaluation of the Operation in Assam Public Works and Roads Department (“APWRD”), as set forth in the Operation Manual.
2. The Implementing Entity shall establish within two (2) months of the Effective Date and maintain, throughout the period of Operation implementation, an Operation Steering Committee. Without limitation to the foregoing, the aforementioned committee shall be chaired by the APWRD’s Commissioner and comprise of key government officials from departments directly involved in the Operation; and be responsible for the Operation oversight, providing strategic direction, ensuring inter-agency collaboration.
3. Without limitation on the generality of Part A of this Section I, APWRD shall coordinate the implementation of the Operation and shall be responsible for monitoring, evaluation and oversight of the Operation and shall be staffed with monitoring and evaluation professionals with qualifications, experience and terms of reference acceptable to the Bank, and sufficient budget and resources for said activities.
4. The Implementing Entity shall maintain the unit housed in APWRD (“PMU”) throughout the implementation of the Operation with composition, including technical staff, resources, and terms of reference, acceptable to the Bank; which unit shall be provided with such powers, financial resources, functions and competencies, agreed with the Bank, as shall be required for them to carry out the day-to-day implementation of the activities under the Operation, including compliance with the Program Action Plan, compiling data on results and evidence on achievement of DLRs for submission to the Independent Verification

Agent and monitoring and evaluation requirements, all as set forth in the Operations Manual.

5. The Implementing Entity shall, by no later than two months after the Effective Date, select and engage, and thereafter maintain throughout the period of Project implementation, the services of a Project management consulting firm (“PMC”) with qualification and experience and under terms of reference acceptable to the Bank, in order to assist the PMU with Operation planning and implementation; all in accordance with the Operation Manual.

C. Environmental and Social Standards.

1. The Implementing Entity 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 Implementing Entity 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 Implementing Entity shall ensure that:
 - (a) the measures and actions specified in the ESCP are implemented with due diligence and efficiency, and 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 Implementing Entity 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, in accordance with the ESCP, the environmental and social instruments referenced therein and the Environmental and Social Standards.
- 5. The Implementing Entity 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 Implementing Entity shall ensure that all bidding documents and contracts for civil works under the Project include the obligation of contractors, 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.
- 7. The Implementing Entity shall ensure that: (a) all consultancies related to technical assistance, design and capacity building under the Project, the application of whose results could have environmental, social and health and safety implications, shall only be undertaken pursuant to terms of reference reviewed and found satisfactory by the Bank; and (b) such terms of reference shall require the technical assistance, design and capacity building activities to take into account the requirements of the applicable ESSs.

D. Operation Manual

- 1. Not later than one month after the Effective Date, the Implementing Entity shall prepare and adopt an implementation manual for the Operation (the "Operation Manual") in form and substance acceptable to the Bank.
- 2. The Implementing Entity shall thereafter ensure that the Operation is carried out in accordance with the Operation Manual, and except as the Bank may otherwise agree in writing, shall not amend or waive, or permit to be amended or waived, any provision of the Operation Manual.
- 3. In the event of any conflict between the provisions of the Operation Manual and those of this Agreement, the provisions of this Agreement shall prevail.

Section II. Excluded Activities

The Implementing Entity shall ensure that the Program shall exclude 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

A. Program Reports and Project Reports

The Implementing Entity shall monitor and evaluate the progress of the Operation and prepare Program Reports and Project Reports in accordance with the relevant provisions of the General Conditions. Each Program Report and Project Report shall cover the period of one calendar semester, and shall be furnished to the Borrower not later than forty-five (45) days after the end of the period covered by such report for incorporation and forwarding by the Borrower to the Bank of the overall Program Report.

B. Independent Verification Agent(s)

The Implementing Entity shall:

- 1. maintain, at all times during the implementation of the Program, one or more Independent Verification Agent(s) under terms of reference acceptable to the Bank, to verify the data and other evidence supporting the achievement of one or more DLRs as set forth in the table in Schedule 4 to the Loan Agreement and recommend corresponding payments to be made, as applicable; and
- 2. (i) ensure that the Independent Verification Agent(s) carries out verification and process(es) in accordance with the Verification Protocol; and (ii) submits to the Bank the corresponding verification reports in a timely manner and in form and substance satisfactory to the Bank, prior to submission of any withdrawal application under Categories (1) to (5) of the table in Section IV.A of Schedule 2 to the Loan Agreement.

C. Protection of Personal Data

The Implementing Entity shall:

- (a) ensure that the Operation's activities involving collection, storage, usage, and/or processing of Personal Data are carried out with due regard to the Borrower's existing legal framework and appropriate international data protection and privacy

standards and practices and ensure legitimate, appropriate and proportionate treatment of such data;

- (b) in the event that, during the implementation of the Operation, the approval of any new legislation regarding Personal Data protection may have an impact on the activities financed by the Operation, ensure that a technical analysis of said impact is conducted, and that the necessary recommendations concluding the assessment and adjustments deemed necessary to efficiently protect Personal Data, are implemented, as appropriate; and
- (c) except as may otherwise be explicitly required or permitted under this Agreement and/or the Loan Agreement, or as may be explicitly requested by the Bank, in sharing any information, report or document related to the activities described in Schedule 1 to the Loan Agreement, ensure that such information, report or document does not include Personal Data.