Loan Agreement

(Assam Inland Water Transport Project)

between

INDIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA (the “Borrower”) and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT (the “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 eighty-eight million United States dollars (USD 88,000,000), 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. (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 and to
other borrowers guaranteed by the Borrower 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 Borrower 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 Borrower, as reasonably determined by the Bank.

2.07. The Payment Dates are June 1st and December 1st in each year.

2.08. The principal amount of the Loan shall be repaid in accordance with Schedule 4 to this Agreement.

ARTICLE III — PROJECT

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

ARTICLE IV — REMEDIES OF THE BANK

4.01. The Additional Event of Suspension consists of the following, namely, that the Assam Inland Water Transport Development Society’s ("AIWTDS") legal framework (the "AIWTDS' Legal Framework") has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the ability of the Project Implementing Entity to perform any of its obligations under the Project as per this Agreement and the Project Agreement.

4.02. The Additional Event of Acceleration is that the event specified in Section 4.01 of this Agreement occurs and is continuing for a period of 60 days after notice of the event has been given by the Bank to the Borrower.

ARTICLE V — EFFECTIVENESS; TERMINATION

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

ARTICLE VI — REPRESENTATIVE; ADDRESSES

6.01. The Borrower’s Representative is any of the following officials, acting severally: the Secretary, Additional Secretary, Joint Secretary, Director, Deputy Secretary, or Under Secretary of the Department of Economic Affairs of the Borrower’s Ministry of Finance.

6.02. 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

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:
248423(MCI) or 1-202-477-6391
64145(MCI)

AGREED as of the Signature Date.

INDIA

By

Authorized Representative

Name: SAMUEK KUMAR KHAIRE
Title: ADDITIONAL SECRETARY
Date: JANUARY 16, 2020
INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Junaid Kamal Ahmed
Title: Country Director, India
Date: January 16, 2020
SCHEDULE 1

Project Description

The objectives of the Project are to: (a) improve passenger ferry infrastructure and service in Assam, and (b) improve the institutional capacity and framework for inland water transport in Assam.

The Project consists of the following components:

Component 1: Institutional, Regulatory and Safety Strengthening

(a) **Technical Assistance**: (i) Carrying out technical assessments/studies to prepare an integrated state-wide inland water transport (IWT) strategy and investment plan, to mainstream inland water transport and promote multi-modal integration and last mile connectivity; (ii) carrying out environmental and social impact assessments in relation to inland water transport investments financed under the Project; (iii) carrying out studies on weaknesses, institutional requirements and business plans for the IWT sector, to prepare institutional reforms including basic legislation for the strengthening of Assam Inland Water Transport Regulatory Authority ("AIWTRA") to develop and enforce safety, environmental and economic regulations for the IWT sector; (iv) unbundling shipping/ferry and terminal operations in Assam by establishing and operationalizing the Assam Shipping Company ("ASC") and Assam Ports Company ("APC"), developing business plans therefor, and providing technical assistance/guidance during the initial years of operations; and (v) undertaking assessment on, and eventually strengthening, the institutional capacity of the Directorate of Inland Water Transport Assam ("DIWTA") including establishing a new hydrography unit, carrying out job-mapping exercises and developing sector competencies (training and re-skilling).

(b) **Safety Management**: (i) Assessing, procuring and deploying navigations aids in the Brahmaputra and Barak rivers to allow 24-hours/night navigation services in the most trafficked routes/crossing points; and (ii) establishing a search and rescue organization, piloting an emergency response system (including developing policies and procedures, procuring equipment and setting up/supporting management and operation teams), and improving existing systems for emergency preparedness for natural disasters and climate change.

Component 2: Fleet Safety Improvements and Modernization

(a) **"Jibondinga" incentive scheme**: Implementing the "jibondinga" incentive scheme retrofitting of existing vessels and/or new vessel acquisition by private boat/ferry operators through the provision of Matching Grants.

(b) **Procurement of New Vessels and Retrofitting of Existing Public Vessels**: (i) Procuring approximately twenty (20) passenger ferries for ASC, with capability for carrying motorcycles and cargo, as well as providing longer haul services; (ii) retrofitting existing vessels operated by DWITA and/or ASC; and (iii) repurposing old pubic vessels for the
provision of alternative (non-transport) critical public services (e.g. mobile clinics, schools, libraries, etc.).

**Component 3: Improvement in Terminal Infrastructure**

(a) *Provision of Priority Terminals and Repair Facilities*: Designing and constructing approximately three (3) priority mid- to large-size terminals and repair facilities in congested river crossings, as per standard modular designs for scalable infrastructure adaptable to rural and urban areas, and following the “working with nature” approach.

(b) Provision of Smaller Terminals: Designing and constructing at least four (4) small and mainly rural terminals, as per standard designs for modular and scalable infrastructure adaptable to rural and urban areas.

**Component 4: Project Management Support**

Providing support for Project implementation, coordination, monitoring and evaluation, through: (i) establishing and ensuring the operability of AIWTDS, including the provision of training, staffing, office modernization and equipment; (ii) ensuring the operability of the AIWTRA, including the provision of training, staffing, office and equipment; (iii) providing technical assistance and management support, including hiring the services of the General Consultant and the Independent Verification Agency; (iv) carrying out Project audits; and (v) setting up monitoring and evaluation systems.
Section I. On-lending Arrangements

1. To facilitate the Project Implementing Entity’s carrying out the Project, the Borrower shall make the proceeds of the Loan available to Assam in accordance with the Borrower’s standard arrangements for developmental assistance to the States of India.

2. Notwithstanding paragraph 1 above, 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 2.01(b) of the General Condition (including the Disbursement and Financial Information Letter), were to be found inconsistent with the Borrower’s standard arrangements for developmental assistance to the States of India, the provisions of this Agreement and related instructions shall prevail.

3. The Borrower shall protect its own interests and the interests of the Bank to accomplish the purpose of the Loan.

Section II. Project Monitoring Reporting and Evaluation

The Borrower shall cause the Project Implementing Entity to furnish to the Bank each Project Report not later than forty-five (45) days after the end of each calendar quarter, covering the respective 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; (b) repay the Preparation Advance; and (c) pay: (i) the Front-end Fee; and (ii) each Interest Rate Cap or Interest Rate Collar premium; in the amount allocated and, if applicable, up to the percentage set forth against each Category of the following table:
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount of the Loan Allocated (expressed in USD)</th>
<th>Percentage of Expenditures to be financed (inclusive of Taxes)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Goods, works, non-consulting services, and consulting services, Training &amp; Workshops, Incremental Operating Costs, and Matching Grants under the Project, as well as salaries, fees, honoraria, bonuses, and any other salary supplements of: (a) AIWTDS’ and AIWTRA’s staff; and (b) ASC’s and APC’s staff during the first three years since incorporation</td>
<td>33,630,000</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Goods, works, non-consulting services, and consulting services, Training &amp; Workshops, Incremental Operating Costs, and Matching Grants under the Project, as well as salaries fees, honoraria, bonuses, and any other salary supplements of: (a) AIWTDS’ and AIWTRA’s staff; and (b) ASC’s and APC’s staff during the first three years since incorporation</td>
<td>53,000,000</td>
<td>80%</td>
</tr>
<tr>
<td>(3) Refund of the Preparation Advance</td>
<td>1,150,000</td>
<td>Amount payable pursuant to Section 2.07 (a) of the General Conditions</td>
</tr>
<tr>
<td>(4) Front-end Fee</td>
<td>220,000</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(5) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>88,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made:

   (a) for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed sixteen million United States Dollars (USD 16,000,000) may be made for payments made prior to this date but on or after July 1, 2019, for Eligible Expenditures under Category (1) above; or
under Category (2) above unless and until the Borrower has:

(i) fully drawn the amount allocated under Category (1) above for the financing of Eligible Expenditures; and

(ii) furnished to the Bank evidence, in form and substance satisfactory to the Bank that the DLR(s) with respect to which the withdrawal has been requested has been fully achieved, including the relevant Verification Report(s) certifying: (i) the achievement of such DLR(s); and (ii) the Borrower’s incurrence of payments, and/or reasonable forecast of payments to be incurred, consistent with the Eligible Expenditures, and in compliance with the safeguards and procurement arrangements provided for in this Agreement, the Project Agreement and the Operations Manual.

2. Notwithstanding the provisions of Part B.1(b)(ii) of this Section II, if, with respect to any DLR(s), the Bank is not satisfied that such DLR(s) has/have been fully achieved by the end of the DLR Period corresponding to such DLR in the table in Schedule 3 to this Agreement, then the Bank may, at any time, by notice to the Borrower, and at its sole discretion, decide to:

(a) authorize the withdrawal of such lesser amount from the unwithdrawn proceeds of the Allocated Amounts corresponding to any such DLR(s) under DLRs #1.3; #1.4; #2; #5.1; #5.2; #5.3; #6.1; #6.2 and #7, which, in the opinion of the Bank, corresponds to the extent of the achievement of said DLR(s), said lesser amount to be calculated, whenever required, in accordance with the respective formulae set out in Schedule 3 to this Agreement; and/or

(b) withhold all or a portion of the proceeds of the Loan corresponding to the Allocated Amounts for the unmet DLR(s) until such DLR(s) is/are, in the opinion of the Bank, satisfactorily achieved; and/or

(c) reallocate all or a portion of the proceeds of the Loan corresponding to the Allocated Amounts of the unmet DLR(s) to any other DLR(s); and/or

(d) cancel all or a portion of the proceeds of the Loan corresponding to the Allocated Amounts then allocated to any unmet DLR(s).

3. The Closing Date is December 31, 2024.
### SCHEDULE 3

Disbursement-Linked Indicators, Disbursement-Linked Results and Allocated Amount(s)

<table>
<thead>
<tr>
<th>DISBURSEMENT-LINKED INDICATORS</th>
<th>DISBURSEMENT-LINKED RESULTS</th>
<th>ALLOCATED AMOUNTS</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Regulation of IWT operation in Assam strengthened</strong></td>
<td>1.1. Assam’s state government has appointed the Chairperson and all Members of the AIWTRA, as per the AIWTRA Act.</td>
<td>USD 4,000,000</td>
</tr>
<tr>
<td></td>
<td>1.2. AIWTRA has adopted and notified new Assam Vessel Rules.</td>
<td>USD 2,000,000</td>
</tr>
<tr>
<td></td>
<td>1.3. AIWTRA has:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) developed draft Safety Regulations for the operation of passenger ferry services and published them for public consultation; and</td>
<td>USD 1,500,000 upon completion of (a); and</td>
</tr>
<tr>
<td></td>
<td>(b) developed draft Economic Regulations for transparent and sustainable operation of passenger ferry services and published them for public consultation.</td>
<td>USD 1,500,000 upon completion of (b).</td>
</tr>
<tr>
<td></td>
<td>1.4. AIWTRA has:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(a) adopted and notified new Safety Regulations for the operation of passenger ferry services; and</td>
<td>USD 1,000,000 upon completion of (a); and</td>
</tr>
<tr>
<td></td>
<td>(b) adopted and notified new Economic Regulations for transparent and sustainable operation of passenger ferry services.</td>
<td>USD 1,000,000 upon completion of (b).</td>
</tr>
<tr>
<td><strong>2. Enhanced IWT sector capacity on safety and modern technologies</strong></td>
<td>500 staff from DIWTA, ASC, ASP and/or private boat operators have been trained on best practices for navigation safety and modern technologies, with at least 20% of them being registered private boat operators.</td>
<td>Upon at least 50 staff trained, USD 14,000 for every person successfully completing the training, up to an amount not to exceed USD 7,000,000; provided that at all time there is a minimum 20% ratio of registered private boat operators trained.</td>
</tr>
<tr>
<td><strong>3. Establishing an emergency response system including a search and rescue unit</strong></td>
<td>3.1. DIWTA and/or AIWTDS have/had prepared and approved a concept note to develop an emergency response, search and rescue system/unit (“ER&amp;SAR”).</td>
<td>USD 1,000,000</td>
</tr>
<tr>
<td>DISBURSEMENT-LINKED INDICATORS</td>
<td>DISBURSEMENT-LINKED RESULTS</td>
<td>ALLOCATED AMOUNTS</td>
</tr>
<tr>
<td>-------------------------------</td>
<td>-----------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>3.2. DIWTA and/or AIWTDS have established a coordination mechanism with the State Disaster Management Agency, the State Climate Cell and AIWTRA to prepare and respond to water transport related emergencies.</td>
<td></td>
<td>USD 1,000,000</td>
</tr>
<tr>
<td>3.3. The Transport Department and/or DIWTA have/have established the establishment of the ER&amp;SAR.</td>
<td></td>
<td>USD 1,500,000</td>
</tr>
<tr>
<td>3.4. The ER&amp;SAR has been made operational.</td>
<td></td>
<td>USD 2,000,000</td>
</tr>
<tr>
<td>4. Adoption of Assam Water Transport Strategy</td>
<td>The Transport Department has approved/adopted an intra-state water transport strategy.</td>
<td>USD 3,000,000</td>
</tr>
<tr>
<td>5.1. The State Public Investment Board has: (a) approved the business and feasibility plan for the establishment of Assam Ports Company; and (b) approved the business and feasibility plan for the establishment of Assam Shipping Company.</td>
<td></td>
<td>USD 2,000,000 upon completion of (a); and USD 2,000,000 upon completion of (b).</td>
</tr>
<tr>
<td>5.2. The Transport Department has: (a) (i) registered the Assam Ports Company under the Companies Act; and (ii) adopted the respective asset devolution plan; and (b) (i) registered the Assam Shipping Company under the Companies Act; and (ii) adopted the respective asset devolution plan.</td>
<td></td>
<td>USD 2,000,000 upon completion of (a); and USD 2,000,000 upon completion of (b).</td>
</tr>
<tr>
<td>5.3. The Transport Department has: (a) transferred all fixed assets identified in APC's asset devolution plan (primarily public ferry terminals) to the Assam Ports Company; and (b) transferred all floating/ movable assets identified in ASC's asset devolution plan</td>
<td></td>
<td>USD 2,000,000 upon completion of (a); and USD 2,000,000 upon completion of (b).</td>
</tr>
<tr>
<td>DISBURSEMENT-LINKED INDICATORS</td>
<td>DISBURSEMENT-LINKED RESULTS</td>
<td>ALLOCATED AMOUNTS</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-----------------------------</td>
<td>-------------------</td>
</tr>
<tr>
<td>(primarily public vessels) to the Assam Shipping Company.</td>
<td>6.1. DIWTA and/or Assam Shipping Company has/have received twenty (20) new vessels from the shipyards (corresponding to 50/100 pax capacity), all in compliance with the Assam Vessel Rules.</td>
<td>USD 2,000,000 for every five (5) vessels received from/delivered by the shipyards, up to an amount not to exceed USD 8,000,000</td>
</tr>
<tr>
<td>6. New, modern and safer public vessels with gender inclusive design</td>
<td>6.2. DIWTA or Assam Shipping Company, as the case may be, is operating the twenty (20) new vessels received from the shipyards, all of them with crew in compliance with Assam Vessel Rules and Safety Regulations.</td>
<td>USD 100,000 for every new vessel in operation with appropriate crew, up to an amount not to exceed USD 2,000,000</td>
</tr>
<tr>
<td>7. Retrofitted/new, safer country boats for private sector supported under the “Jibondinga” incentive scheme</td>
<td>DIWTA has approved a total of two hundred (200) Matching Grants under the “Jibondinga” incentive scheme, with at least 5% of such beneficiaries being women or self-help group boat operators.</td>
<td>USD 1,125,000 for every fifty (50) Matching Grants approved up to an amount not to exceed USD 4,500,000.</td>
</tr>
</tbody>
</table>
**SCHEDULE 4**

**Principal Amortization**

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").

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share*</th>
</tr>
</thead>
</table>
| On each June 1 and December 1  
Beginning on June 1, 2025  
through December 1, 2033 | 5.26%               |
| On June 1, 2034         | 5.32%               |

* The determination of the principal amounts of the Loan repayable on each Principal Payment Date is made in accordance with Section 3.03 of the General Conditions.
APPENDIX

Definitions

1. "Affected Persons" means persons who, on account of the execution of the Project, have experienced or would experience direct economic and social impacts caused by: (a) the involuntary taking of land, resulting in: (i) relocation or loss of shelter; (ii) loss of assets or access to assets; or (iii) loss of income sources or means of livelihood, whether or not such persons must move to another location; or (b) the involuntary restriction of access to legally designated parks and protected areas, resulting in adverse impact on the livelihoods of such persons.

2. “AIWTDS’ Legal Framework” means the Memorandum of Association and by-laws dated June 26th, 2016, as amended to the date of this Agreement.

3. “AIWTRA Act” means the Project Implementing Entity’s Act No. XXVII of 2018 of November 15th, 2018, published in The Gazette of India on December 10, 2018, as amended and/or supplemented to the date of this Agreement.

4. “Allocated Amounts” means the amounts allocated to each individual DLR, or determined for each DLR pursuant to the respective formula, set forth in the third column of the table provided in Schedule 3 to this Agreement.

5. “Annual Work Plan” means each of the annual work plans and ancillary costs and budget estimates to be prepared by the Project Implementing Entity through AIWTDS pursuant to Section I.C of the Schedule to the Project Agreement.

6. “Anti-Corruption Guidelines” means, for purposes of paragraph 5 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.

7. “Assam” means the Borrower’s State of Assam, i.e. the Project Implementing Entity.

8. “Assam Inland Water Transport Development Society” and the acronym “AIWTDS” mean the society established and registered on October 18th, 2016 (Registration No. RK/KAM(M)/263/N/254 OF 2016-2017) under the Borrower’s Societies Registration Act, 1860, as amended to date, and operating according to the AIWTDS’ Legal Framework.

9. “Assam Inland Water Transport Regulatory Authority” and the acronym “AIWTRA” mean the IWT regulatory authority established pursuant to Chapter II, paragraph 3, of the AIWTRA Act.

10. “Assam Ports Company” and the acronym “APC” mean the corporatized entity to be legally established and duly registered by Assam under laws of India, pursuant to DLR 5.2(a), in order to own and operate terminal and provide terminal services on a common-user basis to public and private ferry operators.
11. "Assam Shipping Company" and the acronym "ACS" mean the corporatized entity to be legally established and duly registered by Assam under laws of India, pursuant to DLR 5.2(b), in order to own and operate public ferry services.

12. "Assam Vessel Rules" means the new vessel rules to be adopted by the AIWTRA pursuant to DLR #1.2, specifying the vessels' required conditions for operation in Assam, including, *inter alia*, registration, crew composition, fitness certification, passenger protection/safety measures, insurance; etc.

13. "Category" means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

14. "Chairperson" means the person to be appointed as head of the AIWTRA pursuant to Chapter II, paragraph 4(1)(a) of the AIWTRA Act.

15. "Directorate of Inland Water Transport Assam" and the acronym "DIWTA" mean the Directorate of Inland Water Transport within the Transport Department responsible for developing and adopting inland water transport policies for the development and exploitation of waterways.

16. "Disbursement-Linked Indicator" and the acronym "DLI" mean each of the disbursement-linked indicators set forth in the first column of the table provided in Schedule 3 to this Agreement.

17. "Disbursement-Linked Result" and the acronym "DLR" mean each of the disbursement-linked targets/results set forth in the second column of the table provided in Schedule 3 to this Agreement.

18. "DLR Period" means the period/deadline by which each DLR should have been achieved pursuant to the provisions of Schedule 3 to this Agreement and/or the DLI(s)/DLR(s) verification protocol agreed with the Bank.

19. "Economic Regulations" means the new economic regulations to be adopted by the AIWTRA pursuant to DLR #1.4(b), for the development and operation of shipping and port infrastructure in Assam, specifying, *inter alia*, routing licensing, tariff rationalization, etc.

20. "EMF" means the Project Implementing Entities' environmental management framework, disclosed on the Bank's website on March 1st, 2019, setting forth the guiding principles, processes and procedures for: (a) the screening of Project activities and the identification of any adverse or positive environmental impacts caused, or expected to be caused, on account of their implementation; and (b) the preparation and implementation of the prescribed EMP(s) pursuant to Section I.F.2(b) of the Schedule to the Project Agreement, as such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

21. "EMP" means each of the Project Implementing Entities' environmental management plans (to be) prepared pursuant to Section I.F.2(b) of the Schedule to the Project Agreement and in accordance with the provisions of the EMF, in each case setting forth mitigation,
enhancement, monitoring and institutional measures, including capacity building through training, required to: (i) eliminate adverse environmental impacts of activities to be implemented under the Project; (ii) offset them, or reduce them to acceptable levels; (iii) enhance any positive impacts thereof; and/or (iv) ensure compliance with the Borrower’s and Assam’s statutory environmental requirements; as each such plan may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

22. “ER&SAR” means the emergency response and search and rescue unit to be established and operationalized by the Transport Department pursuant to DLI #3.

23. “GBV Action Plan” means each of the gender-based violence action plans to be prepared by the contractors pursuant to Section I.F.4 of the Schedule to the Project Agreement, identifying the risks of gender-based violence and sexual exploitation and abuse in construction sites and surroundings areas (areas of Project influence) and setting forth an action plan defining measures to prevent, mitigate or manage such risks and impacts.

24. “GBV SOP” means the gender-based violence standard operating procedures to be prepared by the Project Implementing Entity pursuant to Section I.F.5 of the Schedule to the Project Agreement, identifying the risks of gender-based violence and sexual exploitation and abuse in the operation of IWT infrastructure (i.e. ferries and terminals) and surroundings areas (areas of Project influence) and setting forth standard operating procedures outlining the protocols and measures to be put in place to prevent, mitigate or manage such risks and impacts.


28. “IFRs” means the interim financial reports to be prepared by AIWTDS on behalf of the Project Implementing Entity for purposes of withdrawing the funds under the Loan, pursuant to the format agreed by the Borrower, the Bank and the Project Implementing Entity, as attached to the Disbursement and Financial Information Letter.

29. “Incremental Operating Costs” means the incremental expenses incurred by DWITA and/or AIWTDS, on account of the management, implementation, monitoring and/or evaluation of Project activities, including, but no limited to: per diem and allowances, office rent, office supplies, utilities, conveyance, travel and boarding/lodging allowances, operating and maintenance expenditures of office equipment and vehicles, bank charges, insurance, advertising, media projections, newspaper subscriptions, periodicals, and printing and stationary costs incurred for purposes of carrying out the Project; but excluding salaries, fees, honoraria, bonuses, and any other salary supplements of members of DIWTA’s staff.
30. "Independent Verification Agency" and the acronym "IVA" means the consulting firm(s) to be selected and hired by AIWTDS pursuant to Section I.D of the Schedule to the Project Agreement.

31. "Indigenous Peoples" means any distinct, vulnerable, social and cultural group within the territory of the Project Implementing Entity, that: (i) self-identifies as such and claims, and is recognized by others as, having a distinguishable cultural identity; (ii) has collective attachment to geographically distinct habitats or ancestral territories in the Project area, and to the natural resources in these habitat and territories; (iii) has customary cultural, economic, social and political institutions that are separate from those of the dominant society and culture; (iv) has an indigenous language, often different from the official language of the Borrower or the Project Implementing Entity; and/or (v) defined as scheduled tribe in the Constitution of India.

32. "IPDP" means each of the Project Implementing Entity’s Indigenous Peoples development plan, prepared, or to be prepared, pursuant to Section I.F.2(b) of the Schedule to the Project Agreement and in accordance with the provisions of the RPF-cum-IPDF, setting forth the measures designed to ensure meaningful consultation with, and informed participation of, the Indigenous Peoples in the design and implementation of Project activities, as well as the benefits derived from the Project, all in a culturally appropriate and socially inclusive manner; as such plan may be revised from time to time with the prior written agreement of the Bank.

33. "IWIT" means inland water transport.

34. "Jibondinga" means the incentive scheme providing Matching Grant to private beneficiaries (private ferry services providers) for the retrofitting of old vessels to, and/or the acquisition of new ones that meet the Assam Vessel Rules and Safety Regulations.

35. "Labor Influx RMP" means each of the labor-influx risk mitigation plans to be prepared by the contractors pursuant to Section I.F.4 of the Schedule to the Project Agreement, identifying the social risks and tensions posed by the Project-related influx of migrant workers in the construction sites and surroundings areas (areas of Project influence), and setting forth and defining measures to prevent, assuage or manage such risks and impacts.

36. "Matching Grant" means financial incentive to be provided under the "jibondinga" incentive scheme by AIWTDS, on behalf of the Project Implementing Entity, to an elected beneficiary/ies, pursuant to the eligibility criteria, selection protocols and terms and conditions set forth in the Operations Manual (including those provided in Section I.E of the Schedule to the Project Agreement), for the purchase and/or retrofitting of the beneficiary/ies vessel(s)/fleet.

37. "Matching Grant Agreement" means each/any of the written agreements to be entered into by AIWTDS (on behalf of the Project Implementing Entity) and a selected awardee (individual or self-help groups) pursuant to Section I.E.2 of Schedule to the Project Agreement for purposes of providing a Matching Grant under the "jibondinga" incentive scheme.
38. "Members" means collectively the persons to be appointed as member of the AIWTRA pursuant to Chapter II, paragraph 4(1)(b) of the AIWTRA Act.

39. "Operations Manual" means the operations manual prepared and adopted by AIWTDS' on November 6th, 2019, in a manner and substance satisfactory to the Bank, setting forth, inter alia: (i) the Project implementation arrangements, including strengthening of AIWTDS capabilities, mapping of key relevant staff, allocation of responsibilities and decision-making powers; (ii) the protocol an timelines for the preparation of Annual Work Plans; (iii) the screening protocols and procedures for the selection of Project interventions; (iv) the DLIs/DRs verification protocols and arrangements, and the terms of reference for the IVA; (v) protocol and procedure for the grievance redress mechanism; (vi) the Project's monitoring and evaluation reporting requirements and formats; (vii) guidance on segregation of financial duties, internal control protocols, accounting and record keeping procedures, funds flow arrangements, withdrawal application procedures, asset management, and reporting and auditing arrangements; and (viii) guidance on segregation of procurement management duties, procedural steps and criteria for the preparation of bidding documents, invitation and evaluation of bids and contract awards; as such manual may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.


41. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Bank to the Borrower pursuant to the letter agreement signed on behalf of the Bank on January 10th, 2017 and on behalf of the Borrower on February 10th, 2017.

42. "Procurement Regulations" means, for purposes of paragraph 85 of the Appendix to the General Conditions, the "World Bank Procurement Regulations for PF Borrowers", dated July 2016, revised November 2017 and August 2018.

43. "Project Implementing Entity" means the Borrower's State of Assam.

44. "RAP" means each of the Project Implementing Entities' resettlement action plans prepared, or to be prepared, pursuant to Section I.F.2(b) of the Schedule to the Project Agreement and in accordance with the provisions of the RPF-cum-IPDF, in each case identifying the Affected Persons on account of implementation of Project activities, and setting forth the terms and conditions for providing them with resettlement assistance and/or compensation, including the protocols for consultation, the processing of complaints and grievance redressal, monitoring and reporting requirements, and the Affected Persons' entitlement schedules; as each such plan may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

45. "RPF-cum-IPDF" means the Project Implementing Entities' resettlement policy framework cum indigenous peoples development framework, disclosed on the Bank's website on March 1st, 2019, setting forth the guiding principles, acceptable standards and procedures for: (a) screening Project activities and identifying any Affected Persons and/or the presence of Indigenous Peoples; (b) carrying out consultations with such any Affected
Persons or Indigenous Peoples; (c) registering and addressing complaints and grievances raised in relation with the Project; (d) monitoring and reporting compliance with the Safeguard Documents; and (e) preparing the prescribed RAP(s) and/or IPDP(s), whenever required/applicable; as such frameworks may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

46. “Safeguard Documents” means, collectively, the EMF, the SMF and the RPF-cum-IPDF, as well as the investment specific EMP(s), SMP(s), RAP(s) and IPDP(s) (to be) prepared pursuant to Section I.F.2 of the Schedule to the Project Agreement.

47. “Safeguards Monitoring Consultant” means the social and environmental monitoring consultant to be selected and hired by AIWTDS pursuant to Section I.F.6(b) of the Schedule to the Project Agreement.

48. “Safety Regulations” means the new safety regulations to be adopted by the AIWTRA pursuant to DLR #1.4(a), for the safe operation and provision of ferry passenger services in Assam.

49. “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.

50. “SMF” means the Project Implementing Entity’s social management framework, disclosed on the Bank’s website on March 1st, 2019, setting forth the principles, rules, guidelines and procedures to screen and assess the social impacts (including health, gender-based violence and labor-influx risks, and safety issues) of Project activities to be identified and appraised during Project implementation, and containing measures and plans to avoid, minimize, mitigate and/or offset adverse impacts and/or reduce said adverse impacts to acceptable levels, and enhance positive impacts, provisions for estimating and budgeting the costs of such measures, and information on the agency or agencies responsible for addressing the said Project impacts, such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

51. “SMP” means each of the Project Implementing Entity’s social management plans prepared, or to be prepared, pursuant to Section I.F.2(b) of the Schedule to the Project Agreement and in accordance with the provisions of the SMF setting forth the measures to be taken during the implementation and operation of the Project to avoid, minimize, mitigate or offset the adverse impacts (including health gender-based violence and labor-influx risks, and safety issues), or to reduce to acceptable levels; and (b) the actions needed to implement these measures, as each such plan may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

52. “State Climate Cell” means the unit established by the Project Implementing Entity within the Assam Science & Technology and Environment Council, of Assam’s Department of Science & Technology, responsible for formulating policies, action plan, prioritize research activities and actions in the subject of weather and climate.

53. “State Disaster Management Agency” means the disaster management agency established by the Project Implementing Entity pursuant to the Disaster Management Act in the year
2006, responsible for coordinating disaster management responses and activities within Assam.

54. “State Public Investment Board” means the board established by the Project Implementing Entity, vide notification no. PE.48/76 of September 2nd, 1977.

55. “The Sexual harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act” means the Borrower’s Act No. 14 of 2013 of April 22nd, 2013, published in The Gazette of India on April 23, 2013, as amended and/or supplemented to the date of this Agreement.

56. “Training & Workshops” means the reasonable costs of training, workshops and conferences required for the Project and conducted in the territory of the Borrower and, subject to the Bank’s prior approval, overseas, including training institutional and course fees, logistics expenses, rental of training facilities, purchase and publication of training materials, and travel and subsistence allowance for trainers and/or trainees.

57. “Transport Department” means the Transport Department of the Project Implementing Entity, or any successor thereto acceptable to the Bank.

58. “TSSC” means the technical service and supervision consulting firm to be selected and hired by AIWTDS pursuant to Section I.A.3(b)(i) of the Schedule to the Project Agreement.

59. “Verification Reports” means each of the reports to be prepared by either: (a) the AIWTDS; or (b) the Independent Verification Agency pursuant to Section I.D of the Schedule to the Project Agreement, in accordance with the verification protocol agreed with the Bank, for purposes of certifying the achievements of DLI(s)/DLR(s) and the incurrence of Eligible Expenditures, which reports shall serve as the basis for the processing of Loan withdrawal applications pursuant to Section III.B.1(b)(ii) of Schedule 2 to this Agreement.