

Public Disclosure Authorized

# OFFICIAL DOCUMENTS

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LOAN NUMBER 8754-IN

## Loan Agreement

(Assam Citizen-Centric Service Delivery Project)

between

INDIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION  
AND DEVELOPMENT

Dated *JUNE 5*, 2017

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LOAN NUMBER 8754-IN

**LOAN AGREEMENT**

Agreement dated *JUNE 5*, 2017, 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) constitute an integral 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, on the terms and conditions set forth or referred to in this Agreement, the amount of thirty-nine million two hundred thousand Dollars (\$39,200,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.08 of this Agreement ("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 IV of Schedule 2 to this Agreement.
- 2.03. The Front-end Fee payable by the Borrower shall be equal to one quarter of one percent (0.25%) of the Loan amount.
- 2.04. The Commitment Charge payable by the Borrower shall be equal to one quarter of one percent (0.25%) per annum on the Unwithdrawn Loan Balance.
- 2.05. The interest payable by the Borrower for each Interest Period shall be at a rate equal to the Reference Rate for the Loan Currency plus the Variable Spread; provided, however, that the interest payable shall in no event be less than zero percent (0%) per annum; and provided furthermore that, upon a Conversion of all or any portion of the principal amount of the Loan, the interest payable by the Borrower during the Conversion Period on such amount shall be determined in accordance with the relevant provisions of Article IV of the General Conditions. Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance

remains unpaid when due and such non-payment continues for a period of thirty days, then the interest payable by the Borrower shall instead be calculated as provided in 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 the amortization schedule set forth in Schedule 3 to this Agreement.
- 2.08. (a) The Borrower may at any time request any of the following Conversions of the terms of the Loan in order to facilitate prudent debt management: (i) a change of the Loan Currency of all or any portion of the principal amount of the Loan, withdrawn or unwithdrawn, to an Approved Currency; (ii) a change of the interest rate basis applicable to: (A) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate to a Fixed Rate, or vice versa; or (B) all or any portion of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Reference Rate and the Variable Spread to a Variable Rate based on a Fixed Reference Rate and the Variable Spread, or vice versa; or (C) all of the principal amount of the Loan withdrawn and outstanding from a Variable Rate based on a Variable Spread to a Variable Rate based on a Fixed Spread; and (iii) the setting of limits on the Variable Rate or the Reference Rate applicable to all or any portion of the principal amount of the Loan withdrawn and outstanding by the establishment of an Interest Rate Cap or Interest Rate Collar on the Variable Rate or the Reference Rate.
- (b) Any conversion requested pursuant to paragraph (a) of this Section that is accepted by the Bank shall be considered a "Conversion", as defined in the General Conditions, and shall be effected in accordance with the provisions of Article IV of the General Conditions and of the Conversion Guidelines.
- (c) Promptly following the Execution Date for an Interest Rate Cap or Interest Rate Collar for which the Borrower has requested that the premium be paid out of the proceeds of the Loan, the Bank shall, on behalf of the Borrower, withdraw from the Loan Account and pay to itself the amounts required to pay any premium payable in accordance with Section 4.05 (c) of the General Conditions up to the amount allocated from time to time for the purpose in the table in Section IV of Schedule 2 to this Agreement.
- 2.09. (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.

#### **ARTICLE III — PROJECT**

- 3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall ensure that the State of Assam ("Assam" or "Project Implementing Entity") carries out the Project in accordance with the provisions of Article V of the General Conditions and the Project Agreement.
- 3.02. Without limitation upon the provisions of Section 3.01 of this Agreement, and except as the Borrower and the Bank shall otherwise agree, the Borrower shall ensure that the Project is carried out in accordance with the provisions of Schedule 2 to this Agreement.

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

- 4.01. The Additional Event of Suspension consists of the following: Assam's Legislation has been amended, suspended, abrogated, repealed or waived so as to

affect materially and adversely the ability of Assam to perform any of its obligations under the Project Agreement

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

**ARTICLE V — TERMINATION**

- 5.01. The Effectiveness Deadline is the date ninety (90) days after the date of this Agreement.

**ARTICLE VI — REPRESENTATIVE; ADDRESSES**

- 6.01. The Borrower's Representative is any of the following officials, acting severally: 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. The Borrower's Address is:

Department of Economic Affairs  
Ministry of Finance  
Government of India  
North Block  
New Delhi 100 001  
India

Facsimile:

91-11-23092039

- 6.03. The Bank's Address is:


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

Facsimile:

1-202-477-6391

AGREED at NEW DELHI, India, as of the day and year first above written.

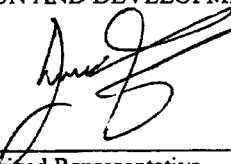
INDIA

By  05/06/2017  
Authorized Representative

Name: RAS KUMAR

Title: JOINT SECRETARY

INTERNATIONAL BANK FOR  
RECONSTRUCTION AND DEVELOPMENT

By   
Authorized Representative

Name: HISMAN ABDO

Title: ACTING COUNTRY DIRECTOR, INDIA

## SCHEDULE 1

### Project Description

The objective of the Project is to improve access in the delivery of selected public services in Assam.

The Project consists of the following parts:

#### Part 1. Technical Assistance

- 1.1. Strengthening RTPS implementation through: (i) the development of an ICT platform for automated tracking of individual service requests and appeals under RTPS; (ii) the development of an RTPS management information; (iii) the creation of an online portal to offer information on the procedures and processes for accessing services and to allow citizens to apply for certain services online; (iv) the development and implementation of a training and capacity building program to support staff adaptation to electronic processing and develop a citizen-centered approach to service provision; (v) the implementation of a change management strategy; and (vi) the creation of a high-level delivery unit to drive RTPS implementation across Assam.
- 1.2. Supporting the process of re-engineering in targeted services through: (i) the initiation of electronic approaches to government-to-citizen service delivery with selected RTPS Services in targeted entities; (ii) the carrying out of a process of simplification reforms, including a structure for the delegation of responsibilities and the reduction in the number of supporting documents required to access RTPS Services; (iii) the improvement of the field verification system for delivery of selected RTPS Services and streamlining the issuance of digitally signed certificates; (iv) the establishment of a quality management system; and (v) the creation of an integrated electronic repository of government-issued certificates.
- 1.3. (i) Establishment of Public Facilitation Centers, including through the hiring of contracted staff and the provision of equipment, stand-by generators and critical ICT infrastructure and reliable broadband connectivity; (ii) conducting research on alternative methods to deliver RTPS Services in remote areas; and (iii) developing a public private partnership and licensing framework.
- 1.4. Promoting citizen engagement through: (i) the provision of access to information relating to RTPS Service delivery, including through a state-wide information and education campaign and the establishment of a call center to provide assistance to citizens in accessing RTPS Services; and (ii) the development of an effective beneficiary feedback mechanism in RTPS Service delivery systems.

**Part 2. Result-based Financing**

- 2.1. Incentivizing citizens' access to RTPS Services.
- 2.2. Fully operationalizing Public Facilitation Centers established under Part 1.3(i) of the Project.
- 2.3. Expanding access to RTPS Services in the tribal areas of Assam.
- 2.4. Incentivizing the expansion of the number of notified RTPS Services.



**SCHEDULE 2**

**Project Execution**

**Section I. Implementation Arrangements**

**A. Institutional Arrangements**

1. To facilitate the carrying out of 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. The Borrower shall protect the interests of the Borrower and the Bank to accomplish the purposes of the Loan.

**B. Anti-Corruption**

The Borrower shall ensure that the Project is carried out in accordance with the provisions of the Anti-Corruption Guidelines.

**C. Safeguards**

1. The Borrower shall, and shall cause Assam to:
  - (a) carry out the Project in accordance with the Environmental Management Plan and the Tribal Development Plan, and pursuant to the objectives, policies, procedures and other provisions set forth therein, in a manner and substance satisfactory to the Bank; and
  - (b) refrain from taking any action, or consenting to an action to be taken, which would prevent or interfere with the implementation of the Environmental Management Plan and/or the Tribal Development Plan, including any amendment, suspension, waiver, and/or avoidance of any provision thereof, whether in whole or in part, without the prior written concurrence of the Bank.
2. In the event of any conflict between the provisions of the Environmental Management Plan or the Tribal Development Plan, on the one hand, and the provisions of this Agreement, on the other hand, the provisions of this Agreement shall prevail.

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

**A. Project Reports**

The Borrower shall, and shall cause Assam to, monitor and evaluate the progress of the Project and shall cause Assam to prepare Project Reports in accordance with the provisions of Section 5.08 of the General Conditions and on the basis of indicators acceptable to the Bank. Each Project Report shall cover the period of one (1) calendar semester, and shall be furnished to the Bank not later than one (1) month after the end of the period covered by such report.

**B. Financial Management, Financial Reports and Audits**

1. The Borrower shall maintain, and shall cause Assam to maintain, a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.
2. Without limitation on the provisions of Part A of this Section, the Borrower shall, and shall cause Assam to, prepare and furnish to the Bank not later than forty-five (45) days after the end of each fiscal quarter, interim unaudited financial reports for the Project covering the quarter, in form and substance satisfactory to the Bank.
3. The Borrower shall have its Financial Statements audited in accordance with the provisions of Section 5.09 (b) of the General Conditions. Each audit of the Financial Statements shall cover the period of one fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made under the Preparation Advance for the Project. The audited Financial Statements for each such period shall be furnished to the Bank not later than nine (9) months after the end of such period.

**Section III. Procurement**

**A. General**

1. **Goods and Non-consulting Services.** All goods and non-consulting services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Section I of the Procurement Guidelines, and with the provisions of this Section.
2. **Consultants' Services.** All consultants' services required for the Project and to be financed out of the proceeds of the Loan shall be procured in accordance with the requirements set forth or referred to in Sections I and IV of the Consultant Guidelines, and with the provisions of this Section.

3. **Definitions.** The capitalized terms used below in this Section to describe particular procurement methods or methods of review by the Bank of particular contracts, refer to the corresponding method described in Sections II and III of the Procurement Guidelines, or Sections II, III, IV and V of the Consultant Guidelines, as the case may be.

**B. Particular Methods of Procurement of Goods and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.
2. **Other Methods of Procurement of Goods and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods and non-consulting services for those contracts specified in the Procurement Plan: (a) National Competitive Bidding, subject to the additional provisions agreed from time to time in the Procurement Plan; (b) Shopping; and (c) Direct Contracting.

**C. Particular Methods of Procurement of Consultants' Services**

1. **Quality- and Cost-based Selection.** Except as otherwise provided in paragraph 2 below, consultants' services shall be procured under contracts awarded on the basis of Quality and Cost-based Selection.
2. **Other Methods of Procurement of Consultants' Services.** The following methods, other than Quality and Cost-based Selection, may be used for procurement of consultants' services for those contracts which are specified in the Procurement Plan: (a) Quality-based Selection; (b) Selection under a Fixed Budget; (c) Least Cost Selection; (d) Selection based on Consultants' Qualifications; (e) Single-source Selection of consulting firms; (f) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (g) Single-source procedures for the Selection of Individual Consultants.

**D. Review by the Bank of Procurement Decisions**

The Procurement Plan shall set forth those contracts which shall be subject to the Bank's Prior Review. All other contracts shall be subject to Post Review by the Bank. For avoidance of doubts, the Bank shall be entitled to conduct, at any time, independent procurement reviews of all the contracts financed under the Loan.

**Section IV. Withdrawal of Loan Proceeds**

**A. General**

1. The Borrower may withdraw the proceeds of the Loan in accordance with the provisions of Article II of the General Conditions, this Section, and such additional instructions as the Bank shall specify by notice to the Borrower (including the "Disbursement Guidelines for Investment Project Financing" dated February 2017, as revised from time to time by the Bank and as made applicable to this Agreement pursuant to such instructions), to finance Eligible Expenditures as set forth in the table in paragraph 2 below.
2. The following table specifies the categories of Eligible Expenditures that may be financed out of the proceeds of the Loan ("Category"), the allocation of the amounts of the Loan to each Category, and the percentage of expenditures to be financed for Eligible Expenditures in each Category.

<b>Category</b>	<b>Amount of the Loan Allocated (expressed in USD)</b>	<b>Percentage of Expenditures to be Financed (inclusive of Taxes)</b>
(1) Goods, non-consulting services, consultants' services, Incremental Operating Costs and Training under Part 1 of the Project	31,202,000	80%
(2) Eligible Expenditure Program under Part 2 of the Project	7,500,000	80%
(3) Refund of Preparation Advance	400,000	Amount payable pursuant to Section 2.07 (a) of the General Conditions
(4) Front-end Fee	98,000	Amount payable pursuant to Section 2.03 of this Agreement in accordance with Section 2.07 (b) of the General Conditions

(5) Interest Rate Cap or Interest Rate Collar premium	0	Amount due pursuant to Section 2.08(c) of this Agreement
<b>TOTAL AMOUNT</b>	<b>39,200,000</b>	

**B. Withdrawal Conditions; Withdrawal Period**

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

- (a) for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed \$7,840,000 may be made for payments made prior to this date but on or after January 1, 2017, for Eligible Expenditures; or
- (b) under Category (2) unless and until the Borrower shall have:
  - (i) complied with the additional instructions referred to in Section IV.A.1 of this Schedule, including submission to the Bank of the applicable financial reports evidencing the incurrence of EEP expenditures during the respective DLI Period(s) up to the date for which payment is requested; and
  - (ii) furnished evidence satisfactory to the Bank, in accordance with the DLI Verification Protocol, that the DLI Targets for the respective DLI Period(s) for which payment is requested have been achieved.

2. Without limitation on the foregoing, for withdrawals under Category (2):

- (a) the Bank may authorize partial withdrawal for EEP expenditures when the Borrower shall have furnished evidence in accordance with the DLI Verification Protocol, that some but not all of the DLI Targets for the respective DLI Period have been achieved or partially achieved;
- (b) in the event that the DLI Value allocated to a DLI Target is not fully disbursed at the end of the respective DLI Period because the Bank is not satisfied that the DLI Target has been fully achieved, the Bank may, at any time by written notice to the Borrower, decide, in its sole discretion, to roll over the undisbursed amount to a subsequent DLI Period in accordance with the DLI Verification Protocol, and the Bank may authorize the

- withdrawal of such amount when the Bank shall be satisfied that such DLI Target from the earlier DLI Period has been fully achieved;
- (c) in the event that the EEP expenditures incurred during a particular DLI Period exceed the DLI Value for such DLI period, the Bank may, in its sole discretion, by written notice to the Borrower, allow the Borrower to carry the excess EEP expenditures over to the subsequent DLI Period;
  - (d) with respect to the DLI Period current at the time of any withdrawal, in the event that the DLI Targets for a subsequent DLI Period are partially or fully achieved in such current DLI Period, the Bank may, in its sole discretion, by written notice to the Borrower, authorize the withdrawal for the amount of EEP expenditures incurred in such current DLI Period of up to the value of DLI Targets of the subsequent DLI Period achieved during such current DLI Period, and the DLI Value in the subsequent DLI Period shall be correspondingly reduced; and
  - (e) any such withdrawal shall not exceed the lesser of: (i) the total DLI Value allocated to each DLI Target achieved up to the respective DLI Period; and (ii) the amount of the EEP expenditures incurred but not paid by the proceeds of the Loan as of the DLI Period for which payment is requested.
3. In the event that the Bank has withheld, or was entitled to withhold, any part of the Loan pursuant to paragraph 2 above, the Bank may at any time, by notice to the Borrower cancel the amount(s) so withheld or to be withheld, or reallocate them, whether in full or in part, to any other Category.
4. The Closing Date is June 30, 2022.

**ANNEX to SCHEDULE 2**  
**Disbursement Linked Indicators<sup>1</sup>**

DLI	Amount of the Loan Allocated to DLI (US\$000)	Year 0 Baseline (2016-17)	Indicative DLI Period for DLI achievement				
			Year 1 (2017-18)	Year 2 (2018-19)	Year 3 (2019-20)	Year 4 (2020-21)	Year 5 (2021-22)
<b>DLI 1:</b> Number of applications submitted on-line for RTPS services		350,000	Customized RTPS awareness campaigns conducted across state.	437,500	612,500	796,250	1,035,125
DLI Value (in US\$):	2,500		500	500	500	500	500
<b>DLI 2:</b> Public Facilitation Centers fully operational. <sup>2</sup>		30 fully operational Public Facilitation Centers identified.		Additional 70 Public Facilitation Centers fully operational over Year 0 (i.e. total 100 centers).	Additional 120 Public Facilitation Centers fully operational over Year 2 (i.e. total 220 centers).	Additional 120 Public Facilitation Centers fully operational over Year 3 (i.e. total 340 centers).	Additional 88 Public Facilitation Centers fully operational over Year 4 (i.e. total 428 centers).
DLI Value (in US\$):	1,000			250	250	250	250
<b>DLI 3:</b> Access to RTPS Services expanded to Targeted Districts.		Coverage of RTPS Act is not extended to the	Preparation and adoption of Tribal Action Plans and notification of 5	Notification of 10 new RTPS Services by at least two	Notification of 10 new RTPS Services by at least two	Notification of 10 new RTPS Services by at least two	Notification of 10 new RTPS Services by at least two Autonomous

<sup>1</sup> All DLIs are scalable with partial achievements eligible for reimbursement in the relevant year and the carrying over of what has not been achieved for reimbursement in subsequent years of the project. Measurement will be based on the arithmetical value of the relevant unit for the DLI.

<sup>2</sup> Fully operational Public Facilitation Centers would entail fully equipped centers with adequately trained staff that functions at least six hours on all working days to receive RTPS requests; and deliver a targeted set of RTPS services, using electronic means as appropriate.

DLI	Amount of the Loan Allocated to DLI (US\$000)	Year 0 Baseline (2016-17)	Indicative DLI Period for DLI achievement				
			Year 1 (2017-18)	Year 2 (2018-19)	Year 3 (2019-20)	Year 4 (2020-21)	Year 5 (2021-22)
		Autonomous Councils.	new RTPS Services by at least two Autonomous Councils (i.e. total 10 services)	Autonomous Councils over Year 1 (i.e. total 30 services)	Autonomous Councils over Year 2 (i.e. total 50 services)	Autonomous Councils over Year 3 (i.e. total 70 services)	Councils over Year 4 (i.e. total 90 services)
DLI Value (in US\$):	2,500		1,100	350	350	350	350
<b>DLI 4:</b> Number of services notified under the RTPS. <sup>3</sup>		55 services have been notified under the RTPS.	5 additional RTPS Services over Year 0 notified (i.e. total 60 services)	10 additional RTPS Services over Year 1 notified (i.e. total 70 services)	10 additional RTPS Services over Year 2 notified (i.e. total 80 services)	10 additional RTPS Services over Year 3 notified (i.e. total 90 services)	5 additional RTPS Services over Year 4 notified (i.e. total 95 services)
DLI Value (in US\$):	1,500		187.5	375	375	375	187.5
<b>Total Loan Allocated (in US\$):</b>	<b>7,500</b>		<b>1,787.5</b>	<b>1,475</b>	<b>1,475</b>	<b>1,475</b>	<b>1,287.5</b>

<sup>3</sup> Not including RTPS Services notified in Targeted Districts.



### SCHEDULE 3

#### Amortization Schedule

1. 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"). If the proceeds of the Loan have been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined by the Bank by multiplying: (a) Withdrawn Loan Balance as of the first Principal Payment Date; by (b) the Installment Share for each Principal Payment Date, such repayable amount to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.

<b>Principal Payment Date</b>	<b>Installment Share (Expressed as a Percentage)</b>
On each February 15 and August 15 Beginning on August 15, 2022 through August 15, 2035	3.57%
On February 15, 2036	3.61%

2. If the proceeds of the Loan have not been fully withdrawn as of the first Principal Payment Date, the principal amount of the Loan repayable by the Borrower on each Principal Payment Date shall be determined as follows:
  - (a) To the extent that any proceeds of the Loan have been withdrawn as of the first Principal Payment Date, the Borrower shall repay the Withdrawn Loan Balance as of such date in accordance with paragraph 1 of this Schedule.
  - (b) Any amount withdrawn after the first Principal Payment Date shall be repaid on each Principal Payment Date falling after the date of such withdrawal in amounts determined by the Bank by multiplying the amount of each such withdrawal by a fraction, the numerator of which is the original Installment Share specified in the table in paragraph 1 of this Schedule for said Principal Payment Date ("Original Installment Share") and the denominator of which is the sum of all remaining Original Installment Shares for Principal Payment Dates falling on or after such date, such amounts repayable to be adjusted, as necessary, to deduct any amounts referred to in paragraph 4 of this Schedule, to which a Currency Conversion applies.
3.
  - (a) Amounts of the Loan withdrawn within two calendar months prior to any Principal Payment Date shall, for the purposes solely of calculating the principal amounts payable on any Principal Payment Date, be treated as withdrawn and outstanding on the second Principal Payment Date following the date of withdrawal and shall be repayable on each Principal Payment Date commencing with the second Principal Payment Date following the date of withdrawal.
  - (b) Notwithstanding the provisions of sub-paragraph (a) of this paragraph, if at any time the Bank adopts a due date billing system under which invoices are issued on

or after the respective Principal Payment Date, the provisions of such subparagraph shall no longer apply to any withdrawals made after the adoption of such billing system.

4. Notwithstanding the provisions of paragraphs 1 and 2 of this Schedule, upon a Currency Conversion of all or any portion of the Withdrawn Loan Balance to an Approved Currency, the amount so converted in the Approved Currency that is repayable on any Principal Payment Date occurring during the Conversion Period, shall be determined by the Bank by multiplying such amount in its currency of denomination immediately prior to the Conversion by either: (i) the exchange rate that reflects the amounts of principal in the Approved Currency payable by the Bank under the Currency Hedge Transaction relating to the Conversion; or (ii) if the Bank so determines in accordance with the Conversion Guidelines, the exchange rate component of the Screen Rate.
5. If the Withdrawn Loan Balance is denominated in more than one Loan Currency, the provisions of this Schedule shall apply separately to the amount denominated in each Loan Currency, so as to produce a separate amortization schedule for each such amount.

## APPENDIX

### Section I. Definitions

1. "Anti-Corruption Guidelines" means the "Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants", dated October 15, 2006 and revised in January 2011.
2. "ARDMD" means the Assam Revenue and Disaster Management Department, or any successor or successors thereto.
3. "ARIAS Society" means the Assam Rural Infrastructure and Agricultural Services Society established by Assam on October 23, 1998 under the Borrower's Societies Registration Act, for the purposes, inter alia, of improving equity, alleviating poverty, and accelerating growth of the farm sector; and any successor acceptable to the Bank.
4. "Assam's Legislation" means RTPS.
5. "Autonomous Councils" or "ACs" means, collectively, the following autonomous administrative councils of Assam to which the Borrower's central government has granted varying degrees of autonomy within the state legislature under the Sixth Schedule of the Borrower's Constitution: (i) the Karbi Anglong autonomous council; (ii) the Dima Hasao District autonomous council; and (iii) the Bodoland territorial council; and any successor thereto.
6. "Category" means a category set forth in the table in Section IV of Schedule 2 to this Agreement.
7. "Consultant Guidelines" means the "Guidelines: Selection and Employment of Consultants under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
8. "DLI" means the disbursement linked-indicators set forth in the Annex to Schedule 2 to this Agreement; and "DLIs" means two or more DLIs.
9. "DLI Period" means each of Borrower's fiscal periods specified in the Annex to Schedule 2 to this Agreement, during which each DLI Target (as defined herein) is set to be achieved; and "DLI Periods" means two or more DLI Periods.
10. "DLI Target" means, for each DLI, the target specified in the Annex to Schedule 2 to this Agreement set to be achieved under the applicable DLI during the respective DLI Period.
11. "DLI Value" means the amount of the Loan allocated in the Annex to Schedule 2 to each respective DLI Target; or such other amount as the Bank may establish from time to time by notice to the Borrower.
12. "DLI Verification Protocol" means the set and procedures dated April 12, 2017, prepared for the Project and acceptable to the Bank, to verify the achievement of DLI Targets, which sets out, inter alia, the description of the evidence required; as the same may be amended from time to time with the prior written agreement of the Bank.

13. "Eligible Expenditure Program" or the acronym "EEP" means the salaries of ARDMD's staff, under selected major heads of the State of Assam budget related to stamps and registration and land revenue agreed with the Bank, which are defined expenditures incurred by Assam under Part 2 of the Project.
14. "Environmental Management Plan" means Assam's plan dated January 28, 2016, as updated and re-disclosed on April 12, 2017, setting out mitigation, enhancement, monitoring and institutional measures, 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; as such plan may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.
15. "Financial Management Manual" means the manual adopted by the ARIAS Society on May 18, 2016, as updated on April 12, 2017, describing, *inter alia*, the audit arrangements, funds flow, internal control and delegation of powers arrangements for the implementation of Part 1 of the Project.
16. "General Conditions" means the "International Bank for Reconstruction and Development General Conditions for Loans", dated March 12, 2012, with the modifications set forth in Section II of this Appendix.
17. "Governing Body" means the body maintained by Assam in accordance with Section I.A.1(b) of the Schedule to the Project Agreement.
18. "ICT" means information, communications and technology.
19. "Incremental Operating Costs" means the reasonable costs of incremental expenditures incurred by ARIAS Society on account of implementation of Part 1 of the Project, which expenditures would not have been incurred absent the Project, including, *inter alia*: office space rental and utilities, office maintenance and repair, office consumables, vehicles rental, operation and maintenance, communications, printing and/or publication expenses, staff per diems, field allowances, travel expenses, bank charges, insurance premia, and salaries and salary supplements (other than those financed under the EEP) of civil servants deputed to ARIAS Society for purposes of implementing the Project.
20. "Operations Manual" means the project implementation plan, satisfactory to the Bank, which shall contain, *inter alia*, specific provisions on detailed arrangements for the carrying out of the Project, including procurement, financial management and audit requirements and procedures, the detailed arrangements for disbursements and compliance of DLIs, and the Financial Management Manual; as the same may be amended from time to time with the prior written agreement of the Bank.
21. "Preparation Advance" means the advance referred to in Section 2.07 (a) of the General Conditions, granted by the Association to the Borrower pursuant to the letter agreement signed on behalf of the Association on July 28, 2014, on behalf of the Borrower on August 8, 2014, and on behalf of the State of Assam on September 24, 2014, as amended on November 20, 2015.

22. "Procurement Guidelines" means the "Guidelines: Procurement of Goods, Works and Non-consulting Services under IBRD Loans and IDA Credits and Grants by World Bank Borrowers" dated January 2011 (revised July 2014).
23. "Procurement Plan" means the Borrower's procurement plan for the Project, dated April 12, 2017 and referred to in paragraph 1.18 of the Procurement Guidelines and paragraph 1.25 of the Consultant Guidelines, as the same shall be updated from time to time in accordance with the provisions of said paragraphs.
24. "Project Guidance Council" means the council maintained by Assam in accordance with Section I.A.1(a) of the Schedule to the Project Agreement.
25. "Project Implementing Entity" means the State of Assam (also referred to as Assam in this Agreement); or any successor(s) acceptable to the Bank.
26. "Project Management Unit" means the unit established and maintained within ARIAS Society in accordance with Section I.A.2 of the Schedule to the Project Agreement, for purposes of carrying out the Project.
27. "Public Facilitation Centers" means the centers responsible for facilitating access by the public to RTPS Services.
28. "RTPS" means Assam's Right of Public Service Act of 2012, which: (a) sets deadlines for the delivery of notified public services; (b) creates an appellate structure in the event that government officials fail to meet those deadlines; and (c) allows the imposition of penalties for delays in the delivery of public services; as the same may be amended from time to time so as not to affect materially and adversely the ability of Assam to perform any of its obligations under the Project Agreement.
29. "RTPS Services" means the public services notified by Assam under Section 4 of the RTPS to its departments, including public services relating to revenue, secondary education, transport, health and labor and employment; and "RTPS Service" means one of the RTPS Services.
30. "Targeted Districts" means, collectively, the following six districts under the jurisdiction of the Autonomous Councils: (i) Karbi Anglong; (ii) Dima Hasao; (iii) Baksa; (iv) Kokrajhar; (v) Chirang; and (vi) Udalguri; and any successor thereto.
31. "Training" means, in respect of Part 1 of the Project: (a) reasonable travel, room board, and per diem expenditures incurred by the trainers and trainees in connection with their training, including workshops and study tours; (b) course fees; (c) training facility rentals; and (d) training material preparation, acquisition, reproduction and distribution expenses.
32. "Tribal Action Plans" means the plans acceptable to the Bank and to be adopted by the Autonomous Councils as one of the DLI Targets under DLI 3 to guide the implementation of the RTPS in the Targeted Districts.
33. "Tribal Development Plan" means Assam's plan acceptable to the Bank, disclosed on January 29, 2016 detailing the specific actions, measures and policies designed to ensure

that, *inter alia*: (i) the Tribal Peoples are adequately and fully consulted; (ii) the Tribal Peoples take part in the entire process of preparation, implementation and monitoring of project; (iii) Project benefits are equally accessible to the Tribal Peoples living in the Project area because of their culture identities and to minimize further social and economic imbalances within communities; and (iv) adequate institutional and implementation arrangements as well as capacity building measures are developed for the implementation of the Project, including associated disclosure mechanisms and addressing any grievances; as said plan may be revised from time to time with the prior written approval of the Bank.

34. "Tribal Peoples" means those social groups in Assam's territory that have a distinct, vulnerable, social and cultural identity, and that: (i) possess the following characteristics in varying degrees: (a) self-identification as members of a distinct indigenous cultural group and recognition of this identity by others; (b) collective attachment to geographically distinct habitats or ancestral territories in the Project area and to the natural resources in these habitats and territories; (c) customary cultural, economic, social, or political institutions that are separate from those of the dominant society and culture; (d) an indigenous language; and/or (ii) are defined as such by the Constitution of India.

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

The General Conditions are hereby modified as follows:

1. In the **Table of Contents**, the references to Sections, Section names and Section numbers are modified to reflect the modifications set forth in the paragraphs below.
2. Section 3.01. (*Front-end Fee*) is modified to read as follows:  
  
"Section 3.01. *Front-end Fee; Commitment Charge*  
  
(a) The Borrower shall pay the Bank a front-end fee on the Loan amount at the rate specified in the Loan Agreement (the "Front-end Fee").  
  
(b) The Borrower shall pay the Bank a commitment charge on the Unwithdrawn Loan Balance at the rate specified in the Loan Agreement (the "Commitment Charge"). The Commitment Charge shall accrue from a date sixty days after the date of the Loan Agreement to the respective dates on which amounts are withdrawn by the Borrower from the Loan Account or cancelled. The Commitment Charge shall be payable semi-annually in arrears on each Payment Date."
3. In the Appendix, **Definitions**, all relevant references to Section numbers and paragraphs are modified, as necessary, to reflect the modification set forth in paragraph 2 above.
4. The Appendix is modified by inserting a new paragraph 19 with the following definition of "Commitment Charge", and renumbering the subsequent paragraphs accordingly:  
  
"19. "Commitment Charge" means the commitment charge specified in the Loan Agreement for the purpose of Section 3.01(b)."

5. In the renumbered paragraph 49 (originally paragraph 48) of the Appendix, the definition of "Front-end Fee" is modified by replacing the reference to Section 3.01 with Section 3.01 (a).
6. In the renumbered paragraph 68 (originally paragraph 67) of the Appendix, the definition of the term "Loan Payment" is modified to read as follows:

"68. "Loan Payment" means any amount payable by the Loan Parties to the Bank pursuant to the Legal Agreements or these General Conditions, including (but not limited to) any amount of the Withdrawn Loan Balance, interest, the Front-end Fee, the Commitment Charge, interest at the Default Interest Rate (if any), any prepayment premium, any transaction fee for a Conversion or early termination of a Conversion, the Variable Spread Fixing Charge (if any), any premium payable upon the establishment of an Interest Rate Cap or Interest Rate Collar, and any Unwinding Amount payable by the Borrower."
7. In the renumbered paragraph 73 (originally paragraph 72) of the Appendix, the definition of "Payment Date" is modified by deleting the word "is" and inserting the words "and Commitment Charge are" after the word "interest".