Loan Agreement

(Eastern Dedicated Freight Corridor 2 Project)

between

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

and

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

Dated December 11, 2014
LOAN AGREEMENT

Agreement dated December 11, 2014, between DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank"). The Borrower and the Bank hereby agree as follows:

ARTICLE I — GENERAL CONDITIONS; DEFINITIONS

1.01. The General Conditions (as defined in the Appendix to this Agreement) 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 one billion one hundred million Dollars (US$1,100,000,000), as such amount may be converted from time to time through a Currency Conversion in accordance with the provisions of Section 2.07 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 Borrower shall pay to the Bank a Front-end Fee in an amount of two hundred fifty thousand Dollars ($250,000).

2.04. 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, 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 Notwithstanding the foregoing, if any amount of the Withdrawn Loan Balance remains unpaid when due and such non-payment continues for a period of thirty (30) days, then the interest payable by the Borrower shall instead be calculated as provided in Section 3.02 (e) of the General Conditions.
2.05. The Payment Dates are May 15 and November 15 in each year.

2.06. The principal amount of the Loan shall be repaid in accordance with the amortization schedule set forth in Schedule 3 to this Agreement.

2.07. (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.

ARTICLE III — PROJECT

3.01. The Borrower declares its commitment to the objectives of the Project. To this end, the Borrower shall carry out the Project in accordance with the provisions of Article V of the General Conditions.
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 Events of Suspension consist of the following:

(a) the Borrower’s Legal Framework has been amended, suspended, abrogated, voided, repealed or waived, whether in whole or in part, so as to affect materially and adversely the ability of the Borrower to perform any of its obligations under this Agreement; or

(b) the Concession Agreement and/or the Track Access Agreement has/have been suspended, abrogated, voided, repealed, waived or materially and adversely amended whether in whole or in part, in a manner that would affect the Project development objectives, without the prior written concurrence of the Bank.

ARTICLE V — EFFECTIVENESS; TERMINATION

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 its Managing Director.

6.02. The Borrower’s Address is:

Dedicated Freight Corridor Corporation of India Ltd.
5th Floor, Pragati Maidan Building Complex
Pragati Maidan
New Delhi, 110 001 India

Facsimile:

+91 (11) 2345-4701

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

Cable address: INTBAFRAD
Telex: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391

AGREED at New Delhi, India, as of the day and year first above written.

DEDICATED FREIGHT CORRIDOR CORPORATION OF INDIA LIMITED

By

Authorized Representative

Name: M. K. Mittal
Title: Director, Finance

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: Onno Ruhl
Title: Country Director, India
SCHEDULE 1

Project Description

The objectives of the Project are to: (i) provide additional rail transport capacity, improved service quality and higher freight throughput on the 393 km Kanpur to Mughal Sarai section of the Eastern Dedicated Freight Corridor; and (ii) develop the institutional capacity of DFCCIL to build, maintain and operate the entire dedicated freight corridor network.

The Project consists of the following parts:

Part 1: Design, Construction and Commissioning of the Kanpur-Mughal-Sarai Rail Corridor

Design, construction and commissioning of the Kanpur-Mughal Sarai section of the Eastern DFC, consisting of 393 km of double-track electrified railway designed for freight train operations with 25-ton axle loads (upgradable to 32.5-ton axle load) at 100 km/h.

Part 2: Institutional Development

Continuing the provision of institutional support to assist DFCCIL to develop its capability to best utilize heavy-haul freight rail systems.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. The Borrower shall:

(a) maintain, throughout the period of implementation of the Project, suitably qualified personnel in adequate numbers, to carry out the functions of procurement, contract management, financial management, social and environmental management, and general Project oversight, monitoring and reporting;

(b) maintain, throughout the period of implementation of the Project, a social and environmental management unit with staff at headquarters and in field offices, with functions, powers, staff and resources necessary and appropriate for: (i) implementing social and environmental safeguards measures required under the RPF, the SIA, the RAP, the EMF, the EA and the EMP; and (ii) in the event of any major alteration in alignment under the Project, prior to issuance of the request for proposals under the altered alignment, ensuring that the EMP and the RAP for such altered stretch/alignment shall be updated based on the provisions of the EMF and RPF respectively, and approved by the Bank, and that necessary and required social and environmental clearances are obtained from India's relevant authorities;

(c) engage by no later than six (6) months after the Effective Date, and thereafter maintain throughout the duration of construction activities: (i) a quality and safety audit consultant ("QSAC"); and (ii) a social and environmental safeguards monitoring and review consultant ("SESMRC"), all with qualifications and experience, and under terms of reference acceptable to the Bank, in order to prepare and submit to the Borrower and the Bank quarterly monitoring reports on the implementation of civil work and compliance with the Safeguard Documents throughout the duration of construction activities under the Project; and

(d) engage by no later than three (3) months as of the award for the first civil works contract for the Project, and thereafter maintain throughout the period of implementation of the Project, a project management consultant ("PMC") with qualifications and experience, and under terms of reference acceptable to the Bank, in order to assist the Borrower with
contract management functions for the design-build contracts, and the general implementation of the Project.

B. Project Documents

1. The Borrower shall:
   
   (a) implement the Project in accordance with the Project Implementation Manual, the Concession Agreement, the Track Access Agreement, the Safeguard Documents and the GAAP, provided however, that in the event of conflict between the provisions of said manual, agreements, documents and/or plans, on the one hand, and those of this Agreement, on the other hand, the provisions of this Agreement shall prevail; and
   
   (b) refrain from suspending, voiding, waiving or materially and adversely amending any provision of the Project Implementation Manual, the Concession Agreement, the Track Access Agreement, the Safeguard Documents and/or the GAAP, whether in whole or in part, in a manner that would affect the Project development objectives, without the prior written concurrence of the Bank.

2. In furtherance of the provision of paragraph 1(a) above, the Borrower shall submit to the Bank, by no later than June 30 of each year, starting on June 30, 2014, an annual progress report on the implementation of the GAAP, and thereafter, shall implement the GAAP taking into account the comments and suggestions made by the Bank on account of such progress reports.

C. Signaling and Telecommunications Systems

Prior to the award for any contract for the installation of electrical, signaling and telecommunications systems for the Kanpur-Mughal Sarai stretch of the Eastern DFC, the Borrower shall:

   (a) agree with the respective contractor(s) carrying out the construction of the railway track, a partial/phased plan for such installation in order to enable the contractors to complete their work in accordance with the agreed work program; and;

   (b) agree with the respective and relevant authorities, and/or utilities, on a system interconnection and relocation plan to enable contractor to complete their work.
D. Anti-Corruption

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

E. Track Access Agreement

Prior to commencement of commercial operations of the Project section of the Eastern DFC financed by the Loan, the Borrower shall ensure that a track access regime agreed with the Bank is in place and operational.

F. Safeguards

1. The Borrower shall:

   (a) carry out the Project in accordance/compliance with the Management Framework (“EMF”), the Resettlement Policy Framework (“RPF”), the Environmental Assessment (“EA”), the Social Impact Assessment (“SIA”), the Environmental Management Plan (“EMP”) and the Resettlement Action Plan (“RAP”) (the EMF, RPF, EA, SIA, EMP and RAP collectively referred to as the “Safeguard Documents”), and pursuant to the objectives, policies, procedures, time schedules, compensation arrangements and other provisions set forth therein, in a manner and substance satisfactory to the Bank; and

   (b) refrain from taking any action which would prevent or interfere with the implementation of any of the Safeguard Documents, including any amendment, suspension, waiver, and/or voidance of any provision of any of the Safeguard Documents, whether in whole or in part, without the prior written concurrence of the Bank.

2. In the event of any conflict between a provision of any of the Safeguard Documents, on the one hand, and those of this Agreement, on the other hand, the provisions of this Agreement shall prevail.

3. The Borrower shall ensure that, prior to commencing any civil works under the Project:

   (a) all necessary governmental permits and clearances for such civil works in the respective stretch of railway track shall have been obtained from the competent governmental authority/ies and submitted to the Bank;

   (b) all pre-construction conditions imposed by the governmental authority/ies under such permit(s) or clearance(s) shall have been complied with/fulfilled; and
the respective section or stretch of railway track shall be encumbrance free, and all resettlement measures set forth in the RAP shall have been fully executed, including the full payment of compensation prior to displacement and/or the provision of relocation assistance to all Displaced Persons, as per the entitlements provided in the RPF and/or the RAP.

In the event of any major alteration in the alignment of the Project as defined in the Project Implementation Manual, the Borrower shall, prior to the issuance of the request for proposal under the altered alignment, ensure that the respective EMP and the RAP are updated pursuant to the provisions of the EMF and the RPF and approved by the Bank.

4. The Borrower shall ensure that each contract for civil works under the Project includes the obligation of the relevant contractor to comply with the relevant Safeguard Documents applicable to such civil works commissioned/awarded pursuant to said contract.

5. The Borrower shall: (a) by no later than December 31 of each year, commencing on December 31, 2014, undertake annual reviews and prepare reports on the results obtained and experiences gained in the implementation of the RPF and the RAP; (b) promptly submit such report (within sixty (60) days of completion) to the Bank for review and comments; and (c) thereafter implement any recommendations and/or update, as required, the RPF and the RAP.

6. The Borrower shall ensure that the proceeds of the Loan are neither utilized to finance: (a) any land acquisition; nor (b) any compensation, resettlement and rehabilitation payment to Displaced Persons as per the RAP.

G. Grievance Redressal Mechanism

The Borrower shall maintain, throughout the period of implementation of the Project, a two stage grievance redressal committee at district level and headquarters, and an ombudsman to handle/process any complaints arising out of the implementation of the RPF and the RAP, which institutions shall be granted the powers, functions, capacities and resources appropriate to fulfill their functions.

Section II. Project Monitoring Reporting and Evaluation

A. Project Reports

1. The Borrower shall monitor and evaluate the progress of the Project and prepare Project Reports in accordance with the provisions of Section 5.08 of the General
Conditions and on the basis of indicators agreed with the Bank. Each Project Report shall cover the period of one (1) calendar quarter, and shall be furnished to the Bank not later than forty-five (45) days after the end of the period covered by such report.

2. Notwithstanding the requirements of paragraph 1 above, the Borrower shall, within thirty (30) months of the Effective Date of this Agreement: (a) carry out a comprehensive mid-term review assessment of the progress achieved in the implementation of the Project; and (b) prepare and furnish to the Bank the conclusions thereof in a mid-term review report in a manner and substance satisfactory to the Bank.

3. The Borrower shall, by no later than one (1) year after commissioning the facilities financed under the Project, provide to the Bank a final impact study of the Project, conducted under terms of reference satisfactory to the Bank.

4. The Borrower shall provide to the Bank no later than six (6) months after the Closing Date, the report referred to in Section 5.08(c) of the General Conditions.

B. Financial Management, Financial Reports and Audits

1. The Borrower shall maintain a financial management system in accordance with the provisions of Section 5.09 of the General Conditions.

2. The Borrower shall prepare and furnish to the Bank as part of the Project Report after the end of each calendar 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 such audit of the Financial Statements shall cover the period of one (1) fiscal year of the Borrower, commencing with the fiscal year in which the first withdrawal was made. The audited Financial Statements for each such period shall be furnished to the Bank not later than six (6) months after the end of such period.

Section III. Procurement

A. General

1. Goods, Works and Non-consulting Services. All goods, works 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, Works and Non-consulting Services**

1. **International Competitive Bidding.** Except as otherwise provided in paragraph 2 below, goods, works and non-consulting services shall be procured under contracts awarded on the basis of International Competitive Bidding.

2. **Other Methods of Procurement of Goods, Works and Non-consulting Services.** The following methods, other than International Competitive Bidding, may be used for procurement of goods, works 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, between the Borrower and the Bank and set forth 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) Least Cost Selection; (c) Selection based on Consultants' Qualifications; (d) Single-source Selection of consulting firms; (e) Procedures set forth in paragraphs 5.2 and 5.3 of the Consultant Guidelines for the Selection of Individual Consultants; and (f) 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.

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 "World Bank Disbursement Guidelines for Projects" dated May 2006, 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.
### Category Allocated Expenditures to be Financed

<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, consultants' services, non-consulting services and Training for Part 1 of the Project</td>
<td>1,093,750,000</td>
<td>80%</td>
</tr>
<tr>
<td>(2) Goods, consultants' services, non-consulting services, and Training for Part 2 of the Project</td>
<td>6,000,000</td>
<td>100%</td>
</tr>
<tr>
<td>(3) Front-end Fee</td>
<td>250,000</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>(4) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 2.07(c) of this Agreement</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>1,100,000,000</td>
<td></td>
</tr>
</tbody>
</table>

### B. Withdrawal Conditions; Withdrawal Period

1. Notwithstanding the provisions of Part A of this Section, no withdrawal shall be made for payments made prior to the date of this Agreement, except that withdrawals up to an aggregate amount not to exceed USD100,000,000 equivalent may be made for payments made prior to this date but on or after January 1, 2014, for Eligible Expenditures under Category (1).

2. The Closing Date is December 31, 2019.
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.

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share (Expressed as a Percentage)</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each May 15 and November 15 Beginning May 15, 2021 through May 15, 2035</td>
<td>3.33%</td>
</tr>
<tr>
<td>On November 15, 2035</td>
<td>3.43%</td>
</tr>
</tbody>
</table>

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 (2) 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 sub-paragraph 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


2. “Borrower’s Legal Framework” means DFCCIL’s Memorandum and Articles of Association, dated October 23, 2006, and/or India’s Companies Act (2013), as the same shall have been amended to the date of this Agreement.

3. “Category” means a category set forth in the table in Section IV of Schedule 2 to this Agreement.

4. “Concession Agreement” means the agreement entered into by and between MOR and DFCCIL on February 28, 2014, awarding DFCCIL the concession of the freight corridor (to be) built under the Project; setting the objectives of that concession and the rights and obligations of the parties in achieving those objectives; and ensuring DFCCIL efficient and effective construction, operation and maintenance of the freight corridor.


6. “Dedicated Freight Corridor Corporation of India Limited” and the acronym “DFCCIL” mean the Schedule A Central Public Sector Enterprise, fully owned by MOR, and incorporated under the India’s Companies Act (1956).

7. “Displaced 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.

8. “Eastern DFC” means the Eastern Dedicated Freight Corridor intended to connect the Borrower’s cities of Ludhiana and Kolkata, granted in concession to DFCCIL pursuant to the Concession Agreement.
9. “EDFC-1” means the Eastern Dedicated Freight Corridor Project financed by the Bank pursuant to the Loan Agreement No. 8066-IN, entered into between India and the Bank on October 27, 2011.

10. “Environmental Assessment” and the acronym “EA” mean the Borrower’s environmental impact assessment disclosed at the Bank’s Infoshop on January 7, 2013, determining the likely positive and negative environmental impacts of Project activities; as the same may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

11. “Environmental Management Framework” and the acronym “EMF” mean the Guarantor’s and Borrower’s framework, disclosed at the Bank’s Infoshop on January 28, 2011, setting forth the guiding principles, acceptable standard and procedures for: (a) the screening of Project activities, and/or Linked Activities, and the identification of any adverse or positive environmental impacts caused, or expected to be caused, on account of their implementation; and, if needed, (b) the preparation of their prescribed environmental impact assessments, and environmental management plans therefor; as such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

12. “Environmental Management Plan” and the acronym “EMP” mean the Borrower’s environmental plan, jointly disclosed with the EA at the Bank’s Infoshop on January 7, 2013, setting forth mitigation, enhancement, monitoring and institutional measures, including capacity building through training, required to: (i) eliminate any adverse environmental impacts of activities to be implemented under the Project; (ii) offset them, or reduce them to acceptable levels; and/or (iii) enhance any positive impacts thereof, as such plans may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.


14. “GAAP” means the Borrower’s governance and accountability action plan dated April 11, 2011, for purposes of the Project, which sets out the key actions to be undertaken by the Borrower to strengthen governance, transparency and accountability under the Project; as such action plan may be revised, updated or supplemented, from time to time, with the prior concurrence of the Bank.

15. “Linked Activities” means the over-bridges and under-passes crossing the Eastern DFC, as well as any other ancillary infrastructure and activities that are: (a) significantly or directly related to the Project; (b) necessary to achieve the project development objectives; and (c) carried out or planned to be carried out contemporaneously with the Project.

17. "PMC" means the Project management consultant referred to in Section I.A.1(d) of the Schedule 2 to this Agreement.


19. "Procurement Plan" means the Borrower's procurement plan for the Project, dated September 23, 2013 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.

20. "Project Implementation Manual" means the Borrower's manual, dated September 25, 2013, which sets forth the procedures for Project implementation, including provisions related to financial management, procurement, contract management, social and environmental safeguards, governance and monitoring and evaluation; as such manual may be revised from time to time with the prior written concurrence of the Bank.

21. "QSAC" means the quality and safety audit consultant referred to in Section I.A.1(c) of Schedule 2 to this Agreement.

22. "Resettlement Action Plan" and the acronym "RAP" mean the Borrower's resettlement plan, disclosed at the Bank's Infoshop on January 3, 2013, which: (i) identifies the Displaced Persons on account of Project implementation; (ii) sets forth the terms and conditions for providing them with resettlement assistance and/or compensation, as well as the Displaced Persons' entitlement schedule; (iii) details the protocols for stakeholder consultation, grievance redressal mechanisms, and monitoring and reporting requirements; and (iv) prescribes the procedures of the assessment, identification of Displaced Persons, and mitigation of related social impacts arising from the carrying out of any Linked Activities; as such plan may be revised, updated or supplemented, from time to time, with the prior written concurrence of the Bank.

23. "Resettlement Policy Framework" and the acronym "RPF" mean the Guarantor's and Borrower's framework, disclosed at the Bank's Infoshop on January 28, 2011, setting forth the guiding principles, acceptable standards and procedures for: (a) the screening of Project activities, and/or Linked Activities, and the identification of any Displaced Persons on account of their implementation; and (b) the preparation of their prescribed resettlement action plans; as such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.
24. "Safeguard Documents" means, collectively, the EMF, the EA, the EMP, the RPF, the SIA and the RAP.

25. "SESMRC" means the social and environmental safeguards monitoring and review consultant referred to in Section I.A.1(c) of Schedule 2 to this Agreement.

26. "Social Impact Assessment" and the acronym "SIA" mean, the Borrower's social impact assessment disclosed at DFCCIL’s website on January 2012, determining the likely social impact of Project activities; as such assessments may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

27. "Track Access Agreement" means the agreements referred to in Section I.E of Schedule 2 to this Agreement, to be entered into by and between MOR and DFCCIL, as per the Concession Agreement, prior to the commissioning of the Eastern DFC facilities, setting forth the terms and conditions for access, utilization of the tracks of the freight corridor awarded in concession to DFCCIL, payments therefor, and DFCCIL’s service performance standards.

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