Loan Agreement

(West Bengal Major Irrigation and Flood Management Project)

between

INDIA

and

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT
LOAN AGREEMENT

AGREEMENT dated as of the Signature Date between INDIA ("Borrower") and INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT ("Bank").

WHEREAS (A) the Borrower, having satisfied itself as to the feasibility and priority of the Project described in Schedule 1 to this Agreement ("Project"), has requested the Bank to extend a loan to assist in the financing of the Project; and

(B) the Borrower has also requested Asian Infrastructure Investment Bank ("Co-financier"), to provide additional assistance towards the financing of the Project, and the Co-financier intends to make available to the Borrower a loan for such purpose in an amount of one hundred forty-five million United States dollars (USD 145,000,000) ("Co-financing"), pursuant to the agreement to be entered into between the Borrower and the Co-financier ("Co-financing Agreement");

NOW THEREFORE, 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 one hundred forty-five million United States dollars (USD 145,000,000), 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. The Payment Dates are June 1 and December 1 in each year.
2.07. The principal amount of the Loan shall be repaid in accordance with Schedule 3 to this Agreement.

2.08. (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 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 DVC Legislation has been amended, suspended, abrogated, repealed or waived so as to affect materially and adversely the achievement of the Project's objectives.

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 — EFFECTIVENESS; TERMINATION

5.01. The Additional Conditions of Effectiveness consist of the following:

(a) The Co-financing Agreement has been executed and delivered and all conditions precedent to its effectiveness or to the right of the Borrower to make withdrawals under it (other than the effectiveness of this Agreement) have been fulfilled.

(b) The Project Implementing Entity has adopted the Project Implementation Manual in the form and substance satisfactory to the Bank.

5.02. 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 to the Government of India
Department of Economic Affairs
Ministry of Finance
North Block
New Delhi 110 001, India; and

(b) the Borrower’s Electronic Address is:

Facsimile: +91-11-23094075
E-mail: 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: 248423(MCI) or 64145(MCI)
Facsimile: 1-202-477-6391
AGREED as of the Signature Date.

INDIA

By

Authorized Representative

Name: SAMEER KUMAR KHARE
Title: ADDITIONAL SECRETARY
Date: MAY 15, 2020

INTERNATIONAL BANK FOR RECONSTRUCTION AND DEVELOPMENT

By

Authorized Representative

Name: JUNAID KAMAL AHMAD
Title: COUNTRY DIRECTOR, INDIA
Date: MAY 15, 2020
SCHEDULE 1

Project Description

The objectives of the Project are to improve irrigation service delivery, strengthen flood risk management and improve climate change resilience in the Project Area.

The Project consists of the following parts:

A. Irrigation Management

Improve management of DVC Irrigation Scheme through the following activities:

1. Establish a robust management information system (MIS) including installing associated data capture, transmission and management infrastructure as well as SCADA and a control room, to improve monitoring of hydraulic data in the Project Area.

2. Improve the quality of irrigation service delivery through: (a) introduction of performance-based operation and maintenance of selected irrigation canals - through irrigation service providers- at Distributary Canal level and below and promote through the irrigation service providers, installation of pressurized micro-irrigation system at select Chak; (b) provision of capacity building and technical assistance to individual service providers that provide irrigation services to farmers and farmer groups; (c) introduction of rational asset management including establishment of a geo-tagged asset database, budget planning, development of maintenance standards, and reporting; and (d) strengthening of accountability and transparency in irrigation services delivery through *inter alia* introducing a benchmarking system of irrigation performance, deploying client feedback tools (such as user surveys, third party complaint system and citizen report cards), improving irrigation services’ staff management (through such means as clearer job descriptions, performance evaluation and training) and introducing service level standards,

3. Establish a groundwater monitoring system; and develop a groundwater knowledge base (by carrying out studies), and prepare and implement an action plan to identify opportunities for groundwater recharge and define levels for sustainable groundwater withdrawal.

4. Strengthen the capacity of Irrigation and Waterways Department (IWD) staff and irrigation service providers to improve the quality of service delivery including supporting the transformation of the River Research Institute (RRI) into a university-affiliated center of excellence and assisting IWD prepare separate financial reports of the accounts of different irrigation schemes in West Bengal.

5. Carrying out associated investment in agricultural activities including: (a) diversified cropping (including fruits and vegetables); (b) water conservation demonstration, including adoption of less water intensive crops; (c) pressurized micro-irrigation promotion; (d) capacity strengthening of farmers and farmer producers’ organizations; (e) construction of pack houses and support for value chains; and (f) promotion of pisciculture.

B. Modernization of Irrigation Infrastructure

1. Modernize and upgrade Right Bank Main Canal (RBMC), the Left Bank Main Canal (LBMC) and Branch Canals.

C. Flood Management

Carry out structural measures to reduce flooding in the Project Area including investments to ensure that flood flow discharge is more evenly shared between the Mundeswari and Amta channels, construction and rehabilitation of embankments, construction of fall board shutters, selected desilting, increasing of conveyance capacity of the Mundeswari channel, small improvements and modifications of the channels, construction of groynes, and improving several sluice gates and implementation of critical dam safety measures recommended by Dam Safety Review Panel for Durgapur barrage.

D. Project Management

Supporting overall capacity of IWD and SPMU to coordinate, manage and monitor the implementation of the Project through carrying out of financial management, procurement, environmental and social safeguards management and communication, monitoring and evaluation of the Project as well as recruitment of consultants to support implementation of the Project.
SCHEDULE 2

Project Execution

Section I. Implementation Arrangements

A. Institutional Arrangements

1. To facilitate the Project Implementing Entity’s carrying out the Project, the Borrower shall make the proceeds of the Loan available to the Project Implementing Entity 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 III.A.1 of this Schedule, were to be found inconsistent with the Borrower’s standard arrangements for development assistance to the States of India, the provisions of this Agreement and related instructions shall govern.

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

B. Safeguard

1. The Borrower shall cause the Project Implementing Entity to ensure that the Project is carried out in accordance with the provisions of the Safeguard Instruments.

2. The Borrower shall not amend, abrogate or waive, or permit to be amended, abrogated or waived, any provisions of the Safeguard Instruments, unless the Bank has provided its prior approval thereof in writing, and the Borrower has caused the Project Implementing Entity to comply with the same consultation and disclosure requirements as applicable to the original adoption of the said instruments.

3. In the event of any conflict between the provisions of the Safeguard Instruments, and the provisions of this Agreement or the Project Agreement, the provisions of this Agreement or the Project Agreement, as applicable, shall prevail.

4. The Borrower shall take all actions necessary on its part: (a) to coordinate with the Project Implementing Entity in the event that the acquisition of land and/or resettlement and/or related activities resulting in Affected Persons is needed for purposes of the Project and to enable the Project Implementing Entity to complete such acquisition of land and obtain all rights to use related thereto, required for the carrying out of the Project, in each case in accordance with the requirements of the RPF and RAP, including those related to consultation, compensation and assistance, and to comply with, the provisions of Section I.D of the Schedule to the Project Agreement.
C. **Dam Safety Measures**

1. No later than six (6) months after Effective Date, the Borrower shall cause the Damodar Valley Corporation to undertake a study - under the terms of reference satisfactory to the Bank - for developing flood forecasting models in the area downstream of Durgapur barrage on the Damodar river in an integrated manner with the inflow models to the upstream reservoirs in order to improve the reservoir operations and flood management.

2. (a) No later than six (6) months after Effective Date, an independent panel of experts shall be appointed with composition and under the terms of reference consistent with the guidelines of CWC and acceptable to the Bank (Dam Safety Review Panel or DSRP) - for each of the following sets of Project Dam(s): (i) Tilaiya, Konar, Panchet and Maithon dams; (ii) Tenughat dam; and (iii) Durgapur barrage.

   (b) Following the appointment of the DSRPs, (i) each DSRP shall perform periodic inspections and safety assessments of its assigned Project Dam(s) and (its) their appurtenances pursuant to the terms of reference; (ii) the Bank shall be informed of the dates of the field visits of the DSRPs to enable the Bank to send an observer to such DSRPs de-briefings; (iii) a copy of each report prepared by the DSRPs shall be promptly provided to the Bank; and thereafter (iv) critical dam safety measures, if any, recommended by DSRPs shall be implemented in a timely manner.

3. No later than twelve (12) months after Effective Date, an Emergency Preparedness Plan for each of the Tenughat, Tilaiya, Konar, Panchet and Maithon dams shall be prepared - or as applicable - updated to the required standard, taking into account the recommendations of its relevant DSRP, all in form and substance satisfactory to the Bank.

4. No later than twelve (12) months after Effective Date, an Operation and Maintenance Plan, for each of the Tenughat, Tilaiya, Konar, Panchet and Maithon dams, shall be prepared - or as applicable - updated to the required standard, taking into account the recommendations of its relevant DSRP, all in form and substance satisfactory to the Bank and thereafter implement such plan in a manner satisfactory to the Bank.

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

The Borrower shall furnish to the Bank each Project Report not later than four (4) weeks after the end of each calendar semester, covering the calendar semester.
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; and (b) 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, Training and Workshops,</td>
<td>144,637,500</td>
<td>35%</td>
</tr>
<tr>
<td>Incremental Operating Costs and consulting services for the Project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(2) Front-end Fee</td>
<td>362,500</td>
<td>Amount payable pursuant to Section 2.03 of this Agreement</td>
</tr>
<tr>
<td></td>
<td></td>
<td>in accordance with Section 2.07 (b) of the General Conditions</td>
</tr>
<tr>
<td>(3) Interest Rate Cap or Interest Rate Collar premium</td>
<td>0</td>
<td>Amount due pursuant to Section 4.05 (c) of the General</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Conditions</td>
</tr>
<tr>
<td>TOTAL AMOUNT</td>
<td>145,000,000</td>
<td></td>
</tr>
</tbody>
</table>

B. Withdrawal Conditions; Withdrawal Period.

1. Notwithstanding the provisions of Part A above, no withdrawal shall be made for payments made prior to the Signature Date, except that withdrawals up to an aggregate amount not to exceed USD 29,000,000 may be made for payments made prior to this date but on or after March 1, 2019.

2. The Closing Date is November 30, 2025.
SCHEDULE 3

Commitment-Linked Amortization Repayment Schedule

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

<table>
<thead>
<tr>
<th>Principal Payment Date</th>
<th>Installment Share</th>
</tr>
</thead>
<tbody>
<tr>
<td>On each June 1 and December 1</td>
<td></td>
</tr>
<tr>
<td>Beginning on June 1, 2026 through December 1, 2042</td>
<td>2.86%</td>
</tr>
<tr>
<td>On June 1, 2043</td>
<td>2.76%</td>
</tr>
</tbody>
</table>
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. “Annual Work Plan and Budget” means each of the plans referred in Section I.C.3(c) of the Schedule to the Project Agreement.

3. “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.

4. “Category” means a category set forth in the table in Section III.A of Schedule 2 to this Agreement.

5. “Chak” means a number of agricultural plots served by canal outlets.

6. “Co-financer” means the Asian Infrastructure Investment Bank, a multilateral financial institution whose purpose is to foster sustainable economic development, create wealth and improve infrastructure connectivity in Asia by investing in infrastructure and other productive sectors.

7. “Co-financing” means, for purposes of paragraph 16 of the Appendix to the General Conditions, an amount of USD 145,000,000 to be provided by the Co-financer to assist in financing the Project.

8. “Co-financing Agreement” means the agreement to be entered into between the Borrower and the Co-financer providing for the Co-financing.

9. “Counterpart Funds” means a minimum amount of funds required for the Project, estimated at USD 123.8 million equivalent, to be provided by West Bengal, through an allocation to the budget under each Annual Work Plan and Budget.

10. “CWC” means the Borrower’s Central Water Commission

11. “Damodar Valley Command Area” means the area that is located within the following coordinates:
   a) northern boundary: River Ajoy at Parulia, Block Katwa-I, District Burdwan (Latitude 23°38'52" N);
   b) southern boundary: Offtake point of Nabinbabur Khal at Block Amta-I, District Howrah (Latitude 22°35'47" N);
c) western boundary: Durgapur barrage on river Damodar at Block Barjora, District Bankura (Longitude 87°18'6.75" E); and
d) eastern boundary: Howrah Burdwan main line of eastern railway at Nityanandapur, Block Balagarh, District Hooghly (Longitude 24°52'39" E).

12. “Damodar Valley Corporation” and the acronym “DVC” mean an entity established and operating pursuant to the DVC Legislation.

13. “Dam Safety Review Panel” and the acronym “DSRP” mean a panel consisting of at least three (3) independent dam experts to be appointed and retained according to the provision of Section I.C.2 of Schedule 2 to this Agreement.

14. “Distributary Canal” means the canals that receive water from the Branch Canals and that provide water to the Minor Canals.

15. “District Project Implementation Units” and the acronym “DPIUs” mean the units referred to in Section I.A.5 of the Schedule to the Project Agreement.

16. “District Project Management Units” and the acronym “DPMUs” mean the units referred to in Section I.A.4 of the Schedule to the Project Agreement.

17. “DVC Irrigation Scheme” means the irrigation and canal system serving the Damodar Valley Command Area.

18. “DVC Legislation” means Damodar Valley Corporation Act No. XIV of 1948, as amended as of the date of the Loan Agreement.


20. “Emergency Preparedness Plan” means a plan, referred to in Section I.C.3 of Schedule 2 to this Agreement, specifying the roles of responsible parties when dam failure is considered imminent, or when expected operational flow release threatens downstream life, property, or economic operations that depend on river flow levels, and setting out measures, including clear statements on the responsibility for operations decision making and related emergency communications, maps outlining inundation levels for various emergency conditions, flood warning system characteristics, and procedures for evaluating threatened areas and mobilizing emergency forces and equipment.

21. “Environmental and Social Impact Assessment” and the acronym “ESIA” mean Environmental and Social Impact Assessment (ESIA) Report prepared by the Project Implementing Entity, satisfactory to the Bank and disclosed on the Bank website on November 5, 2019 (report no. SFG4887), as said instrument may be updated from time to time with the prior written agreement of the Bank; and the term includes any environmental and social impact assessment that may be prepared pursuant to the ESMF.

22. “ESMF” means the Project Implementing Entity’s environmental and social management framework, disclosed by the Bank’s website on November 5, 2019 (report no. SFG4888),
setting forth the guiding policies/principles, acceptable standards and procedures for: (a) setting out the modalities to be followed in assessing the potential adverse environmental and social impacts of Project activities including impacts on natural habitat, forests, and physical cultural resources and the measures to be taken to offset, reduce or mitigate such adverse impacts; and (b) the preparation of their prescribed environmental and social impact assessments, ESMP(s) and/or RAP(s), as applicable; as such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank. The ESMF includes, inter alia, the Resettlement Policy Framework (RPF), the Tribal Peoples’ Planning Framework (TPPF), chance find procedures, integrated pest management arrangements and the Gender Development Framework (GDF).

23. “ESMP” means each of the environmental and social management plans prepared and/or to be prepared by the Project Implementing Entity pursuant to Section I.D.1 of the Schedule to the Project Agreement, in accordance with the provisions of the ESMF, in each case setting out mitigation, enhancement, monitoring and institutional measures, including capacity building through training, required to: (i) eliminate adverse environmental and social impacts of activities to be implemented under the Project; (ii) offset them, or reduce them to acceptable levels; and (iii) enhance any positive impacts thereof, as such plans may be revised/updated, from time to time, with the prior written agreement of the Bank.

24. “Fiscal Year” means the Borrower’s fiscal year from April 1 to March 31.

25. “Gender Development Framework” means the framework that is part of the ESMF and that: (a) sets out the process to carry out social assessment; (b) identify gender gaps on select indicators; and (c) set forth gender action plan to reduce or mitigate the gaps.


27. “Grievance Redress Mechanism” means a multi-layered integrated grievance redress mechanism for the handling of any stakeholder complaints arising out of the implementation of the Project in a manner and substance, and with operational standards and procedures, defined in the Project Implementation Manual.

28. “Incremental Operating Costs” means incremental expenses incurred under the Project on account of Project coordination, implementation and monitoring activities undertaken by the implementing agencies of the Project Implementing Entity, including office supplies, office furniture, office rent, office maintenance, vehicle operation and maintenance costs, vehicle hiring, office equipment, utilities, communication charges, per diems and travel allowances incurred for the purpose of project activities, but excluding the salaries of the Project Implementing Entity or Borrower’s civil service and sitting allowances.

29. “Integrated Pest and Nutrient Management Plan” means the integrated pest and nutrient management plan included in ESMF setting out measures to develop and implement integrated pest and nutrient management and safe handling of pesticides during Project implementation, as the same may be modified from time to time with the prior written agreement of the Bank, and such term includes any annexes or schedules to such plan.
30. “Irrigation and Waterways Department” and the acronym “IWD” mean the department responsible for transacting the business of the government of West Bengal in development and regulation of the State's inland water resources with the object of preventing floods and controlling floods and waterlogging, providing and administering irrigation works, maintaining waterways, and producing water-generated power, as listed in the first schedule of the "West Bengal Rules of Business" made by the Government of West Bengal in exercise of power conferred by clause (3) of Article 166 of the Constitution of India, communicated vide Notification No. 1209A.R. dated 5th June 1964 of the Government of West Bengal.

31. “Left Bank Main Canal” and the acronym “LBMC” mean the main canal that is delivering water to the part of the DVCA area located on the left bank of the Damodar river.

32. “Minor Canal” means the canal that receives water from the Distributary Canal and that provides water to the sub-Minor Canals.

33. “Operation and Maintenance Plan” means a plan, referred to in Section I.C.4 of Schedule 2 to this Agreement, specifying the measures, including organizational structure, staffing, technical expertise, and training required, equipment and facilities needed, procedures, and funding arrangements, including long-term maintenance and safety inspections, for the operation and maintenance of the dam.

34. “Procurement Regulations” means, for purposes of paragraph 85 of the Appendix to the General Conditions, the “World Bank Procurement Regulations for IPF Borrowers”, dated July 2016, revised November 2017 and August 2018.

35. “Project Area” means the Damodar Valley Command Area (DVCA) and the area located in the Lower Damodar Sub-basin downstream of the DVCA that is prone to seasonal flooding including East Burdwan, West Burdwan, Bankura, Hooghly and Howrah Districts of West Bengal.

36. “Project Dams” means Tenughat, Tilayia, Konar, Panchet and Maithon dams located in the Borrower’s territory upon whose storage and operation the Project relies its supply of water and which were any of such dams to fail the Project could not function effectively, and for purpose of this Project the term includes Durgapur barrage.

37. “Project Implementation Manual” means the manual referred to in Section I.B.1(b)ii of the Schedule to the Project Agreement.

38. “Project Implementing Entity” means State of West Bengal and its entities.

39. “Resettlement Action Plan” and the acronym “RAP” mean the report Resettlement Action Plan WBMIFMP satisfactory to the Bank, prepared and adopted by the Project Implementing Entity and disclosed on the Bank's website on November 5, 2019 (report no. SFG4865) setting forth any compensation, rehabilitation and resettlement assistance to be provide to Affected Persons, in a manner and substance satisfactory to the Bank, on account of Project implementation - and the term includes any resettlement action plan that may be prepared pursuant to the RPF - as such plans may be revised/updated from time to time with the prior written agreement of the Bank.
40. “Resettlement Policy Framework” and the acronym “RPF” meant resettlement policy framework, included in ESMF, which sets out the resettlement principles, organizational arrangements (including consultation and budget), and design criteria to be applied to resettlement measures to be undertaken during Project implementation (inter alia to ensure that the Affected Persons are assisted in their efforts to improve their livelihoods and standards of living or at least to restore them, in real terms, to pre-displacement levels or to levels prevailing prior to the beginning of project implementation, whichever is higher), as such framework may be amended from time to time with the prior written agreement of the Bank.

41. “Right Bank Main Canal” and the acronym “RBMC” mean the main canal that is delivering water to the part of the DVCA area located on the right bank of the Damodar river.

42. “River Research Institute” means It is a research organization set up under the administrative control of the Irrigation and Waterways Department for undertaking research and other investigation works relating to river engineering, hydraulics and hydrology and other similar activities in West Bengal, vide Notification No. 2806-IE dated 20.04.1950 of the Irrigation & Waterways Department, Government of West Bengal.


44. “Signature Date” means the later of the two dates on which the Borrower and the Bank signed this Agreement and such definition applies to all references to “the date of the Loan Agreement” in the General Conditions.

45. “State Project Management Unit” and the acronym “SPMU” mean the unit referred to in Section I. A.1 of the Schedule to the Project Agreement.

46. “Sub-Minor Canal” means the canal that received water from the Minor Canal and that provides water to a Chak.

47. “Sub-project” means a set of specific activities under the Project, financed or proposed to be financed through the Loan in each case having been identified, prepared and appraised pursuant to criteria, guidelines and procedures set forth in the Project Implementation Manual and “Sub-projects” means more than one Sub-project.

48. “Technical Steering Committee” means the committee referred to in Section I.A.3 of the Schedule to the Project Agreement.

49. “TPP” means each of the Project Implementing Entity’s tribal peoples plans to be prepared pursuant to Sections I.D.1 (d) of Schedule to the Project Agreement and in accordance with the provisions of the ESMF, which set forth the principles and procedures designed to ensure meaningful consultation with, and informed participation of Tribal Groups and their communities in the design and implementation of the Project activities, as well as their participation in the envisioned culturally appropriate and socially inclusive benefits
thereof, as such plans may be amended from time to time with the prior written concurrence of the Bank.

50. "Training and Workshops" means the reasonable cost of trainings, seminars, workshops, conferences and study tours, conducted in the territory of the Borrower and/or overseas, and organized for, or attended by, the staff of the Project Implementing Entity in relation to the Project, which costs include: (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.

51. "Tribal Groups" means any distinct, vulnerable, social and cultural group within the territory of West Bengal 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 habitats and territories; (iii) has customary cultural, economic, social and political institutions that are separate from those of the dominant society and culture; and (iv) has an indigenous language, often different from the official languages of the Borrower and/or of West Bengal.

52. "Tribal Peoples’ Planning Framework" and the acronym “TPPF” means the Project Implementing Entity’s tribal peoples’ management framework, disclosed as part of the ESMF, setting forth the policies and procedures to ensure that Tribal Groups and their communities present in the Project Area receive culturally appropriate social and economic benefits from the Project, and if any potential adverse effects on such communities were identified, the measures to ensure that their effects are avoided, minimized, mitigated, or compensated, as well as the protocols for the preparation of TPP(s), as such framework may be revised, updated or supplemented from time to time with the prior written concurrence of the Bank.

53. "West Bengal" means the Borrower’s State of West Bengal.