

Loan Agreement No. ID-P255

**LOAN AGREEMENT**

For

**Mumbai Trans-Harbour Link Project (I)**

Between

**JAPAN INTERNATIONAL COOPERATION AGENCY**

And

**THE MUMBAI METROPOLITAN REGION DEVELOPMENT  
AUTHORITY**

**Dated March Date 31, 2017**

## Table of Contents

### Article I      Loan

- Section 1.    Amount and Purpose of Loan
- Section 2.    Use of Proceeds of Loan

### Article II      Repayment, Interest and Front-End Fee

- Section 1.    Repayment of Principal
- Section 2.    Interest and Method of Payment thereof
- Section 3.    Front-End Fee and Method of Payment thereof

### Article III     Particular Covenants

- Section 1.    General Terms and Conditions
- Section 2.    Guarantee for Loan
- Section 3.    Procurement Procedure
- Section 4.    Disbursement Procedure
- Section 5.    Administration of Loan
- Section 6.    Environmental and Social Considerations
- Section 7.    Table of Contents and Headings
- Section 8.    Notices and Requests

- Schedule 1    Description of Project
- Schedule 2    Allocation of Proceeds of Loan
- Schedule 3    Amortization Schedule
- Schedule 4    Procurement Procedure
- Schedule 5    Commitment Procedure
- Schedule 6    Reimbursement Procedure

Loan Agreement No. ID-P255, dated March 31, 2017, between the JAPAN INTERNATIONAL COOPERATION AGENCY and the MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY.

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF INDIA dated March 31, 2017, concerning a Japanese loan to be extended with a view to promoting the economic stabilization and development efforts of India,

the JAPAN INTERNATIONAL COOPERATION AGENCY (hereinafter referred to as "JICA") and the MUMBAI METROPOLITAN REGION DEVELOPMENT AUTHORITY (hereinafter referred to as the "Borrower") herewith conclude the following Loan Agreement (hereinafter referred to as the "Loan Agreement", which includes all agreements supplemental hereto).

## Article I

### Loan

#### Section 1. Amount and Purpose of Loan

JICA agrees to lend the Borrower an amount not exceeding ONE HUNDRED FORTY FOUR BILLION SEVEN HUNDRED NINETY FIVE MILLION Japanese Yen (¥144,795,000,000) as the principal for the implementation of Mumbai Trans-Harbour Link Project described in Schedule 1 attached hereto (hereinafter referred to as the "Project") on the terms and conditions set forth in the Loan Agreement and in accordance with the relevant laws and regulations of Japan (hereinafter referred to as the "Loan"); provided, however, that when the cumulative total of disbursements under the Loan Agreement reaches the above-mentioned maximum amount of the Loan, JICA shall make no further disbursement.

Section 2. Use of Proceeds of Loan

- (1) The Borrower shall use the proceeds of the Loan for the purchase of eligible goods and services necessary for the implementation of the Project from suppliers, contractors or consultants (hereinafter collectively referred to as the “**Supplier(s)**”) of the eligible source country(ies) described in Section 2. of Schedule 4 attached hereto (hereinafter referred to as the “**Eligible Source Country(ies)**”) in accordance with the allocation described in Schedule 2 attached hereto.
- (2) The final disbursement under the Loan Agreement shall be made within the period from the Effective Date of the Loan Agreement to the same day and month ten (10) years after the effective date of the Loan Agreement unless otherwise agreed upon between JICA and the Borrower (hereinafter referred to as the “**Disbursement Period**”), and no further disbursement shall be made by JICA after the Disbursement Period has expired.
- (3) Notwithstanding the stipulation in Section 2. (2) above, if the expiry date of the Disbursement Period is not a banking business day in Japan, the immediately succeeding banking business day in Japan shall be deemed the expiry date of the Disbursement Period.
- (4) Notwithstanding the provisions of Section 1. above, no disbursement shall be made in respect of payments made for expenditures prior to June 7, 2016.

Article II

Repayment, Interest and Front-End Fee

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule as set forth in Schedule 3 attached hereto.

Section 2. Interest and Method of Payment thereof

- (1) The Borrower shall pay interest to JICA semi-annually on March 20 and September 20 each year (hereinafter each referred to as the “**Payment Date**”) in arrears at the applicable Floating Rate (as defined below) on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as the “**Principal (I)**”) and outstanding for each Interest Period.
  - (a) the principal of the Loan allocated to Category (A) (provided for in Section 1. of Schedule 2 attached hereto).
  - (b) any principal reallocated from Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to Section 2.(1)(a) above.
- (2) The Floating Rate means JPY LIBOR plus one-tenth percent (0.1%); provided, however, that if the rate calculated in accordance with the foregoing is higher than six point eight zero and nine percent (6.809%), the Floating Rate shall be regarded as six point eight zero and nine percent (6.809%), and if lower than one-tenth percent (0.1%), the Floating Rate shall be regarded as one-tenth percent (0.1%).
- (3) The Borrower shall pay interest to JICA semi-annually on March 20 and September 20 each year (hereinafter each referred to as the “**Payment Date**”) in arrears at the fixed interest of one-hundredth percent (0.01%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as the “**Principal (II)**”) and outstanding for each Interest Period.
  - (a) the principal of the Loan allocated to Category (B) (provided for in Section 1. of Schedule 2 attached hereto).
  - (b) any principal reallocated from Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to Section 2.(3)(a) above.
- (4) In the case where any payment required under Section 3.04. of the General Terms and Conditions is delayed, definition of the “**LIBOR Reset Date**” (b) as stipulated in Section 2.01. (u) of the General Terms and Conditions shall not be applicable and shall be read as follows:

(b) with respect to the Overdue Period, the day two (2) London Banking Days prior to (i) the Payment Date immediately preceding the day on which the overdue amount becomes due and payable (for the period on and after such due date up to but excluding the immediately succeeding Payment Date; provided, however, that in case JICA receives an actual payment from the Borrower, up to but excluding such date of actual receipt), and thereafter, (ii) each Payment Date (for the period on and after such Payment Date up to but excluding the immediately succeeding Payment Date; provided, however, that in case JICA receives an actual payment from the Borrower, up to but excluding such date of actual receipt).

Section 3. Front-End Fee and Method of Payment thereof

The Borrower shall pay the Front-End Fee as stipulated in Section 3.05. of the General Terms and Conditions.

## Article III

### Particular Covenants

#### Section 1. General Terms and Conditions

Other terms and conditions generally applicable to the Loan Agreement shall be set forth in JICA's General Terms and Conditions for Japanese ODA Loans, dated November 2014 (hereinafter referred to as the "General Terms and Conditions"), with the following supplemental stipulations:

- (1) The term "principal" wherever mentioned in the General Terms and Conditions shall be replaced by "Principal (I) and Principal (II)".
- (2) Section 2.01. (g) of the General Terms and Conditions shall be read as follows:
  - (g) "Discount Rate" means the zero-coupon yield rate of the Japanese government bonds, as of forty (40) days prior to the Requested Prepayment Date, as set forth in Section 3.02. of the General Terms and Conditions for the term, which is no more than, and the nearest to, the period from but excluding the Requested Prepayment Date to and including the scheduled date of repayment of principal in accordance with the amortization schedule attached to the Loan Agreement or the scheduled date of payment of interest thereof, as applicable; provided, however, the above mentioned period shall be calculated on a monthly basis and a fraction of one (1) month shall be rounded up to one (1) month. Notwithstanding the above, if the foregoing period is less than three (3) months, the term applicable to the zero-coupon yield rate of the Japanese government bonds above, shall be three (3) months, or any other similar rate reasonably decided by JICA.
- (3) Section 2.01. (o) of the General Terms and Conditions shall be modified to read as follows:
  - (o) "Interest Period" means (a) with respect to the initial period, the period from and including the day on which the Loan Agreement is

signed up to but excluding the first Payment Date and (b) with respect to each subsequent period, the period from and including the immediately preceding Payment Date up to but excluding such each Payment Date.

(4) Section 2.01. (z) of the General Terms and Conditions shall be read as follows:

(z) "Overdue Charge" means a charge to be paid by the Borrower to JICA calculated at the rate of two percent (2%) per annum over and above the fixed interest rate or Floating Rate as of each LIBOR Reset Date, which are specified in the Loan Agreement, as applicable, on the overdue amount of principal, interest, Refund or Any Other Charges (excluding the Front-End Fee and the Prepayment Premium) required under the Loan Agreement for the Overdue Period.

(5) In the case where the prepayment of Principal (I) occurs, Section 2.01.

(cc) (b) (ii) of the General Terms and Conditions shall be read as follows:

(ii) the amount of the interest which would have accrued on the amount of (i) above, at the interest rate applicable to the principal under the Loan Agreement, on the assumption that such principal amount would have been repaid in accordance with the amortization schedule attached to the Loan Agreement. The interest rate applicable to the principal under the Loan Agreement shall be the fixed interest rate, reasonably determined by JICA, equivalent to the Floating Rate as of forty (40) days prior to the Requested Prepayment Date per annum, considering market interest rates, repayment schedule and remaining maturity period from the Requested Prepayment Date.

(6) Section 3.02. (2) of the General Terms and Conditions shall be read as follows:

(2) When all disbursements to be made under the Loan Agreement have been completed;

(a) if there has been any reallocation between Categories which caused any changes in the amounts of Principal (I) and Principal (II), the amortization schedule attached to the Loan Agreement shall be recalculated and amended by JICA based on the



amounts of Principal (I) and Principal (II) after such reallocation (hereinafter referred to as the “**Recalculated Schedule**”); and

- (b) if the cumulative total of all disbursements is less than the full amount of the Loan stipulated therein, the difference between the full amount of the Loan and the cumulative total of all disbursements shall be deducted proportionately from all subsequent installments of repayment of the principal, as indicated in the amortization schedule attached to the Loan Agreement, or the Recalculated Schedule, if any reallocation as stipulated in paragraph (a) above was made, as applicable, excluding the Subsequent Installments;
- (c) provided, however, that all fractions of less than ONE THOUSAND Japanese Yen (¥1,000) of such subsequent installments after the calculations in accordance with paragraph(s) (a) and/or (b) above, shall be added to the first installment of the subsequent installments.

- (6) Section 3.07. of the General Terms and Condition shall be read as follows:

Interest, the Prepayment Premium and the Overdue Charge shall accrue on a day to day basis and be computed on the basis of three hundred and sixty (360) days per annum and the actual number of days elapsed.

- (7) With regard to Section 3.08. (1) of the General Terms and Conditions, the Borrower shall have all repayment and/or prepayment of principal and payment of Refund, interest and Any Other Charges under the Loan Agreement credited to “JICA-Loan” account No. 0207787 with The Bank of Tokyo-Mitsubishi UFJ, Ltd., Head Office, Japan.

- (8) Section 6.06. (7) of the General Terms and Conditions, shall be read as follows:

- (7) The Borrower shall make sure that an ex-post procurement audit be carried out by the Comptroller and Auditor General of India in order to ensure fairness and competitiveness of the procurement procedure.

- (9) The following shall be substituted for Section 10.03. of the General Terms and Conditions:

The Loan Agreement shall become effective on the date on which JICA declares itself satisfied with the evidence of authority and the specimen signatures referred to in Section 10.01., paragraph (1); the Legal Opinion mentioned in Section 10.02., paragraph (1); the Guarantee, if any; and the notice concerning the L/C Issuing Bank mentioned in the Commitment Brochure. The notice shall be together with the Authorization Letter of No. 1/5/2014-Japan. I, issued by the Ministry of Finance for the L/C Issuing Bank and the Paying Bank on June 23, 2016, which is satisfactory to JICA, in case that the L/C Issuing Bank is not the same as the Paying Bank.

JICA shall immediately notify the Borrower in writing of the effective date of the Loan Agreement.

#### Section 2. Guarantee for Loan

The Borrower shall, in accordance with Section 7.02. of the General Terms and Conditions, cause a Guarantee executed by THE PRESIDENT OF INDIA (hereinafter referred to as the "Guarantor") to be given to JICA immediately after the execution of the Loan Agreement.

#### Section 3. Procurement Procedure

The guidelines for procurement and for the employment of consultants mentioned in Section 4.01. of the General Terms and Conditions shall be as stipulated in the Procurement Procedure attached hereto as Schedule 4.

#### Section 4. Disbursement Procedure

The disbursement procedure mentioned in Section 5.01. of the General Terms and Conditions shall be Commitment Procedure and Reimbursement Procedure as stipulated in the Schedule(s) attached hereto.

Section 5. Administration of Loan

- (1) The Borrower shall authorize Mumbai Metropolitan Region Development Authority (hereinafter referred to as the “**Executing Agency**”) as the executing agency.
- (2) The Borrower shall employ consultants for the implementation of the Project.
- (3) Should the funds available from the proceeds of the Loan be insufficient for the implementation of the Project, the Borrower shall make arrangements promptly to provide such funds as shall be needed.
- (4) The Borrower shall furnish JICA with progress reports for the Project on a quarterly basis (in January, April, July and October of each year) until the Project is completed, in such form and in such detail as JICA may reasonably request.
- (5) Promptly, but in any event not later than six (6) months after completion of the Project, the Borrower shall furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.

Section 6. Environmental and Social Considerations

- (1) The Borrower shall cause the Executing Agency to ensure that the resettlement action plans, which have been prepared, and which may be amended from time to time, in accordance with Appendix 1 of the JICA Guidelines for Environmental and Social Considerations (2010) (hereinafter referred to as the “**Environmental Guidelines**”), are fully implemented to the satisfaction of JICA.
- (2) In the event that the location or alignment are changed during the process of detailed design study, or any unanticipated or unforeseen significant adverse impacts on people who must be resettled involuntarily and/or people whose means of livelihood are hindered or lost or threat thereof are identified during the implementation of the

Project, the Borrower shall cause the Executing Agency to revise the resettlement action plans in accordance with Appendix 1 of the Environmental Guidelines and submit them to JICA for JICA's review and concurrence. JICA's review and concurrence on the resettlement action plans shall not be construed as release of the Borrower from its obligations to comply with the environmental and social considerations required under the Loan Agreement.

- (3) JICA's review and concurrence on the Environmental and Social Considerations Documents and/or such other documents as JICA may reasonably request shall not be constructed as release of the Borrower from its obligations required under the Loan Agreement.

#### Section 7. Table of Contents and Headings

Table of Contents and the headings of Articles or Sections herein are inserted for convenient reference only, are not part of the Loan Agreement and do not affect the construction of, or be taken into consideration in interpreting the Loan Agreement.

#### Section 8. Notices and Requests

The following addresses are specified for the purpose of Section 9.03. of the General Terms and Conditions:

For JICA

Postal address:

JAPAN INTERNATIONAL COOPERATION AGENCY

JICA INDIA OFFICE

2nd Floor, Dr. Gopal Das Bhawan, 28 Barakhamba Road,  
New Delhi, 110001, India

Attention: Chief Representative

For the Borrower

Postal address:

Mumbai Metropolitan Region Development Authority  
Bandra – Kurla Complex, Bandra (East),  
Mumbai – 400 051, Maharashtra, India

Attention: Metropolitan Commissioner

If the above addresses and/or names are changed, the party concerned shall immediately notify the other party hereto in writing of the new addresses and/or names.

IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered at the office of Ministry of Finance, Government of India, New Delhi, India, as of the day and year first above written.

For

JAPAN INTERNATIONAL  
COOPERATION AGENCY

For

MUMBAI METROPOLITAN REGION  
DEVELOPMENT AUTHORITY

坂本 威子

Takema Sakamoto  
Chief Representative  
JICA India Office

U.P.S. Madan

U.P.S. Madan  
Metropolitan Commissioner  
Mumbai Metropolitan Region  
Development Authority

## Schedule 1

### Description of Project

#### Section 1. Outline of the Project

**(1) Objective:**

The objective of the Project is to improve connectivity in Mumbai Metropolitan Region by constructing the Mumbai Trans-Harbour Link connecting Mumbai with Navi Mumbai, thereby contributing to mitigation of traffic congestion and promoting regional economic development.

**(2) Location:**

Mumbai Metropolitan Region, State of Maharashtra

**(3) Executing Agency:**

Mumbai Metropolitan Region Development Authority

**(4) Scope of the Work:**

- (a) Construction Works and Procurement of Goods and Services
- (b) Consulting Service

The proceeds of the Loan are available for the above items (a) and (b).

Any balances remaining on the aforementioned items are to be financed by the Borrower.

#### Section 2. Limitation of Government Budget

Disbursement of the proceeds of the Loan shall be made in accordance with the limit of the Japanese Government's annual budgetary appropriations for JICA.

## Schedule 2

### Allocation of Proceeds of Loan

Section 1. Allocation	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Construction Works and Procurement of Goods and Services	127,922	100%
(B) Consulting Services	4,082	100%
(C) Contingencies	12,791	-
<b>Total</b>	<b>144,795</b>	

Note: Items not eligible for financing are as shown below.

- (a) General administration expenses
- (b) Taxes and duties
- (c) Purchase of land and other real property
- (d) Compensation
- (e) Other indirect items

With regard to disbursement in any of Categories (A) and (B), the amount to be disbursed shall be calculated from the eligible expenditure by multiplying with the percentage of the respective Category stipulated in this section, unless otherwise agreed upon between JICA and the Borrower.



Section 2. Reallocation upon change in cost estimates

If the estimated cost of items included in any of Categories (A) and (B) shall increase, the amount equal to the portion, if any, of such increase to be financed out of the proceeds of the Loan, will be allocated by JICA, at the request of the Borrower, to such Category from other Categories, subject, however, to the requirements for contingencies, as determined by JICA, in respect of the cost of items in the other Categories.

### Schedule 3

#### Amortization Schedule

##### 1. Repayment of Principal (I)

Due Date	Amount (in Japanese Yen)
On March 20, 2027	3,432,040,000
On each March 20 and September 20 beginning September 20, 2027 through March 20, 2047	3,432,024,000

The loan amount allocated to Category (C) as stipulated in Section 1. of Schedule 2 is tentatively included in the "Principal (I)".

##### 2. Repayment of Principal (II)

Due Date	Amount (in Japanese Yen)
On March 20, 2027	99,600,000
On each March 20 and September 20 beginning September 20, 2027 through March 20, 2047	99,560,000

## Schedule 4

### Procurement Procedure

#### Section 1. Guidelines to be used for procurement under the Loan

- (1) Procurement of all goods and services, except consulting services, to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for Procurement under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “**Procurement Guidelines**”).
- (2) Employment of consultants to be financed out of the proceeds of the Loan shall be in accordance with the Guidelines for the Employment of Consultants under Japanese ODA Loans dated April 2012 (hereinafter referred to as the “**Consultant Guidelines**”).

#### Section 2. Eligible Source Country(ies)

The Eligible Source Country(ies) for procurement of all goods and services (including consulting services) to be financed out of the proceeds of the Loan are all countries and areas.

#### Section 3. JICA’s review of decisions relating to procurement of goods and services (except consulting services)

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (A), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to JICA’s review and concurrence. For such contracts, the single-stage two-envelope bidding procedure, as provided for in Section 2.03 (1) of the Procurement Guidelines, should be adopted.

- (1) With regard to any contract the amount of which is estimated to be not less than THREE BILLION Japanese Yen (¥3,000,000,000):

- (a) If the Borrower wishes to adopt procurement procedures other than International Competitive Bidding, the Borrower shall submit to JICA a Request for Review of Procurement Procedure(s) (as per Form No.1 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the procurement procedures as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower of its concurrence.
- (b) Before advertisement and/or notification of pre-qualification, the Borrower shall submit to JICA, for JICA's review and concurrence, the pre-qualification documents including a pre-qualification evaluation criteria. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective applicants.
- (c) When the pre-qualified firms have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, a list of those firms and a report on the selection process, with the reasons for the choice made, attaching all relevant documents, together with a request for review of result of pre-qualification (as per Form No. 2 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the pre-qualification as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.
- (d) Before inviting bids, the Borrower shall submit to JICA, for JICA's review and concurrence, the tender documents such as the notices and instructions to bidders, bid form, bid evaluation criteria, proposed draft contract, specifications, drawings and all other documents related to the bidding. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. When the Borrower wishes to make an important alteration to any of the said documents, JICA's concurrence shall be obtained before the documents are sent to prospective bidders.
- (e) When the single-stage two-envelop bidding procedure is adopted, the

Borrower shall, before opening price proposals, submit to JICA, for JICA's review and concurrence, the analysis of technical proposals. The Borrower shall submit to JICA, for JICA's reference, such relevant documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.

- (f) Before sending a notice of award to the successful bidder, the Borrower shall submit to JICA, for JICA's review and concurrence, the analysis of bids and proposal for award, together with a Request for Review of Analysis of Bids and Proposal for Award (as per Form No.3 attached hereto). When the step stipulated in sub-paragraph (e) above is taken, "analysis of bids" shall be read hereafter as "analysis of price proposals". The Borrower shall submit to JICA, for JICA's reference, such other documents related to the award, such as tender documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.
- (g) When, as provided for in Section 5.10 of the Procurement Guidelines, the Borrower wishes to reject all bids and re-bid or to reject all bids and negotiate with the lowest evaluated bidder (or, failing a satisfactory result of such negotiation, with the next-lowest evaluated bidder) with a view to obtaining a satisfactory contract, the Borrower shall inform JICA of its reasons, requesting prior review and concurrence. When JICA has no objection, JICA shall inform the Borrower of its concurrence. In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (a) through (f).
- (h) Promptly after executing a contract but, in principal, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.4 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower accordingly of its concurrence.
- (i) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA.

- (j) Notwithstanding the provision of sub-paragraph (i) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence of JICA.
- (2) With regard to any contract the amount of which is estimated to be not less than ONE BILLION Japanese Yen (¥ 1,000,000,000) but less than THREE BILLION Japanese Yen (¥ 3,000,000,000):
- (a) The procedures stipulated in Section 3.(1) shall apply.
  - (b) Notwithstanding the stipulation in Section 3.(2)(a) above, the procedures stipulated in Section 3. (1)(a) through (g) may be disregarded for specific contracts.
- (3) With regard to any contract the amount of which is estimated to be less than ONE BILLION Japanese Yen (¥ 1,000,000,000):
- (a) The Borrower shall submit to JICA, for JICA's reference, such documents concerning the procurement as JICA may reasonable request.
  - (b) Notwithstanding the above paragraph (a), in the case of adopting the procurement procedures of International Competitive Bidding, the following steps shall be taken:
    - (i) Promptly after executing a contract but, in principle, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No.4 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.
    - (ii) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important

modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA.

- (iii) Notwithstanding the provision of sub-paragraph (ii) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior written concurrence of JICA.

#### Section 4. JICA's review of decisions relating to employment of consultants

In the case of contracts to be financed out of the proceeds of the Loan allocated to Category (B), as specified in Section 1. of Schedule 2 attached hereto, the following procedures shall, in accordance with Section 4.02. of the General Terms and Conditions, be subject to JICA's review and concurrence.

- (1) Before proposals are invited from consultants, the Borrower shall submit to JICA, for JICA's review and concurrence, a Short List of Consultants and the Request for Proposals including a technical evaluation criteria. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly. Any further modification by the Borrower of the said documents shall require the prior concurrence of JICA.
- (2) Before opening financial proposals, the Borrower shall submit to JICA, for JICA's review and concurrence, the Borrower's evaluation of technical proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly.
- (3) Before initiating contract negotiations with the highest-ranked consultant, the Borrower shall submit to JICA, for JICA's review and concurrence, the

results of the Borrower's evaluation of proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA has no objection to the said documents, JICA shall inform the Borrower accordingly.

- (4) If the Borrower wishes, as provided for in Section 3.01(4) of the Consultant Guidelines, to use single-source selection, the Borrower shall inform JICA in writing of its reasons, for JICA's review and concurrence, together with the name of the consultant to be appointed and the terms of reference. After obtaining the concurrence of JICA, the Borrower may send the Request for Proposal to the consultant concerned. If the Borrower finds the proposal of the consultant to be satisfactory, it may then negotiate the contract (including the financial terms).
- (5) Promptly after executing a contract but, in principle, before implementation, the Borrower shall submit to JICA, for JICA's review and concurrence, a duly certified copy of the contract, together with a Request for Review of Contract (as per Form No. 5 attached hereto). The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. When JICA determines the contract to be consistent with the Loan Agreement, JICA shall inform the Borrower of its concurrence.
- (6) Any modification or cancellation of a contract reviewed by JICA shall require the prior written concurrence of JICA thereto; provided, however, that any change which does not constitute an important modification of the contract and which does not affect the contract amount shall not require such concurrence of JICA. In this regards, a change of the head of the consultant, regardless of his/her title ("project manager," "team leader" or whatever he/she is called), shall be regarded as an important modification of the contract.
- (7) Notwithstanding the provision of paragraph (6) above, with respect to the adjustment of the contract amount made in accordance with the provisions of the original contract (including the price escalation clauses or re-measurement under the original design) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract with submitting to JICA promptly the post-fact notification reporting the adjustment made on



the contract amount, instead of obtaining the prior written concurrence of JICA.

Form No. 1

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF PROCUREMENT PROCEDURE(S)

Reference : Loan Agreement No. ID-P255, dated March 31, 2017, for Mumbai  
Trans-Harbour Link Project (I)

In accordance with the relevant provisions of the Loan Agreement under  
reference, we hereby submit for your review the Procurement Procedure as per  
attached sheet.

We should be grateful if you would notify us of your concurrence.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

1. Name of the Project

2. Procedure for Procurement

- (     ) Limited International (Local) Bidding
- (     ) International (Local) Shopping
- (     ) Direct Contract
- (     ) Others (                    )

3. Reason for Selection of Procedure for Procurement in Detail

(For example: technical considerations, economic factors, experiences and capabilities)

4. Name and Nationality of the Supplier

(in the cases of Limited International (Local) Bidding and Direct Contracting)

5. Estimated Contract Amount

Foreign Currency  
Local Currency

6. Main Items Covered by the Contract

7. Type of Contract

- (     ) Turnkey Contract
- (     ) Design-Build Contract
- (     ) Civil Works Contract
- (     ) Procurement of Goods/Equipment/Materials
- (     ) Procurement of Services
- (     ) Others

8. Schedule

- i) Date of Contract
- ii) Shipping Date and/or Date for Commencement of Works/Services
- iii) Completion Date (for delivery or construction)

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF RESULT OF PRE-QUALIFICATION

Reference: Loan Agreement No. ID-P255, dated March 31, 2017, for Mumbai  
Trans-Harbour Link Project,(I)

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a list of pre-qualified firms, a report on the selection process and the reasons for the choice made, together with all relevant documents and a Summary Sheet attached hereto.

We should be grateful if you would notify us of your concurrence by sending a Notice regarding Result of Pre-qualification.

Very truly yours,

For : \_\_\_\_\_  
(Name of the Borrower)

By : \_\_\_\_\_  
(Authorized Signature)

Summary Sheet  
(Result of Pre-qualification)

1. Description of Goods and/or Services:

2. Date of P/Q Announcement:

3. Closing Date of P/Q Proposal:

4. Evaluation Criteria:

(1)

(2)

(3)

5. Rating of Each Prospective Bidder:

Name of Bidders	Rating			Result	Remarks
	Criteria (1)	(2)	(3)		

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF ANALYSIS OF BIDS  
AND PROPOSAL FOR AWARD

Reference: Loan Agreement No. ID-P255, dated March 31, 2017, for Mumbai  
Trans-Harbour Link Project (I)

In accordance with the relevant provisions of the Loan Agreement under  
reference, we hereby submit for your review an analysis of bids and proposal for  
award and a Summary Sheet attached hereto.

We should be grateful if you would notify us of your concurrence by sending  
a Notice regarding Analysis of Bids and Proposal for Award.

Very truly yours,

For : \_\_\_\_\_  
(Name of the Borrower)

By : \_\_\_\_\_  
(Authorized Signature)

Summary Sheet  
(Analysis of Bids and Proposal for Award)

1. Description of Goods and/or Services:

2. Date of Bid Announcement:

3. Date of Bid Opening:

4. Evaluation Criteria:

5. Rating of Each Bidder:

Name of Bidders	Bid Price (A)	Evaluated Price (B)	Ranking	Remarks (Explanation on difference between (A) and (B))

Date:

Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT

Reference: Loan Agreement No. ID-P255, dated March 31, 2017 for Mumbai  
Trans-Harbour Link Project (I)

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Supplier: \_\_\_\_\_
3. Address of the Supplier: \_\_\_\_\_
4. Name of the Purchaser: \_\_\_\_\_
5. Contract Amount: \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_ % of eligible expenditure)
8. Description and Origin of the Goods: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)



Summary Sheet  
(Contract)

1. Name of the Purchaser:
2. Name of the Supplier:
3. Nationality of the Supplier:
4. Address of the Supplier:
5. Date of Contract:
6. Contract Number:
7. Contract Amount:  
(of which Non-eligible Portion: \_\_\_\_\_ )
8. Amount of Financing Applied for:  
(representing \_\_\_% of eligible expenditure)
9. Category (as specified in Section 1. of Schedule 2 of the Loan Agreement):
10. Description of Goods and/or Services with Breakdown of Contract Price:
11. (In case the Supplier is a Joint Venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company) \_\_\_\_\_  
(B company) \_\_\_\_\_
12. Terms of Payment:
13. Delivery Schedule:
14. Disbursement Procedure Applied for:
15. Major Conditions of Contract:
  - (1) Price Adjustment Clause:
  - (2) Modification Clause:
  - (3) Applicable Law:
  - (4) Others:
16. Remarks:

Date:  
Ref. No.

JAPAN INTERNATIONAL COOPERATION AGENCY  
JICA INDIA OFFICE, New Delhi, India

Attention: Chief Representative

Ladies and Gentlemen:

REQUEST FOR REVIEW OF CONTRACT (for consulting services)

Reference: Loan Agreement No. ID-P255, dated March 31, 2017, for Mumbai  
Trans-Harbour Link Project (I)

In accordance with the relevant provisions of the Loan Agreement under reference, we hereby submit for your review a certified copy of the Contract attached hereto. The details of the Contract are as follows:

1. Number and Date of Contract: \_\_\_\_\_
2. Name and Nationality of the Consultant: \_\_\_\_\_
3. Address of the Consultant: \_\_\_\_\_
4. Name of the Employer: \_\_\_\_\_
5. Contract Amount: \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_% of eligible expenditure)
8. (In case the Consultant is a Joint Venture) Name, Nationality and Address of each company of the Joint Venture:  
(A company): \_\_\_\_\_  
(B company): \_\_\_\_\_

We should be grateful if you would notify us of your concurrence to the Contract.

Very truly yours,

For: \_\_\_\_\_  
(Name of the Borrower)

By: \_\_\_\_\_  
(Authorized Signature)

## Schedule 5

### Commitment Procedure

Brochure on Commitment Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time (hereinafter referred to as the “Commitment Brochure”) shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the purchase of goods and services from the Supplier(s) with respect to the portion of the contract stated in the internationally traded currency other than that of India.

1. The Paying Bank mentioned in the Commitment Brochure shall be Bank of India, Tokyo.
2. The Issuing Bank mentioned in the Commitment Brochure shall be identified in the notice and the Authorization Letters mentioned in Article III, Section 1. (9).

## Schedule 6

### Reimbursement Procedure

Brochure on Reimbursement Procedure for Japanese ODA Loans dated August 2012, as may be amended from time to time, (hereinafter referred to as the “**Reimbursement Brochure**”) shall be applied with the following supplemental stipulations, for disbursement of the proceeds of the Loan for the payments already made to the Supplier(s).

1. The Paying Bank mentioned in this Schedule, including the Reimbursement Brochure shall be Bank of India, Tokyo.
2. The supporting documents evidencing each payment and its usage, as mentioned in Section 2.01. (b) of the Reimbursement Brochure, shall be as follows:
  - (1) For payments to the supplier(s) for delivery/shipment of goods:
    - (a) the invoice from the supplier(s) specifying the goods, with their quantities and prices, which have been or are being supplied/shipped and, if any, bill of lading or similar document evidencing shipment/delivery of the goods listed on the invoice; and
    - (b) the receipt from the supplier(s) showing the date and amount of payment, bill of exchange or similar document evidencing the date and amount of payment made to the supplier(s).
  - (2) For payments under civil works contracts:
    - (a) the claim, bill or invoice from the contractor(s) showing, in sufficient detail, the work performed by the contractor(s) and amount claimed therefor, certified by the authorized personnel of the Executing Agency assigned to the Project to the effect that the work performed by the contractor(s) is satisfactory and in accordance with the terms of the relevant contract; such certificate can be made separately from the claim, bill or invoice; and
    - (b) the receipt from the contractor(s) showing the date and amount of payment, cancelled bank cheque, demand draft or similar document evidencing the date and amount of payment made to the contractor(s).

- (3) For payments for consulting services:
  - (a) the claim from the consultant(s) indicating, in sufficient details, the services rendered, period covered, and amount payable to them; and
  - (b) the receipt from the consultant(s) showing the date and amount of payment, cancelled bank cheque, demand draft or similar document evidencing the date and amount of payment made to the consultant(s).
  
- (4) For payments for other services rendered:
  - (a) the claim, bill or invoice from the service provider(s) specifying the nature of services rendered and amounts charged therefor; and
  - (b) the receipt from the service provider(s) showing the date and amount of payment, cancelled bank cheque, demand draft or similar document evidencing the date and amount of payment made.

Note: If such services relate to importation of goods (e.g. freight, insurance payments), adequate references shall be given to enable JICA to relate each of these items to the specific goods, the cost of which has been or is to be financed by JICA.

3. Section 2.03. of the Reimbursement Brochure shall be substituted as follows:

- (1) When the currency used for the actual payments to the Supplier(s) is Indian Rupee, the amount stated in the Request for Reimbursement shall be either in Japanese Yen, converted at the RBI rate quoted by the Reserve Bank of India, Mumbai, one (1) business day prior to the date on which the Request for Reimbursement is made, or in Indian Rupee. In the former case, the amount paid to the Supplier(s) and the exchange rate used for conversion to Japanese Yen shall be described in the Summary Sheet of Payments. In the latter case, the amount of disbursement in Japanese Yen shall be calculated at the RBI rate quoted by the Reserve Bank of India, Mumbai, informed to JICA through the Paying Bank two (2) business days before the date on which the disbursement is made.
  
- (2) When the currency used for the actual payments to the Supplier(s) is other than Indian Rupee, the amount stated in the Request for Reimbursement shall be either:
  - (a) in Japanese Yen, Indian Rupee, or other internationally traded currency acceptable to JICA, converted at the telegraphic transfer buying (TTB)

- rate quoted by a foreign exchange bank authorized as such by the authority in the territories of the Borrower, one (1) business day prior to the date on which the Request for Reimbursement is made; or
- (b) in the same currency used for the actual payments, provided that it is Japanese Yen or other internationally traded currency acceptable to JICA.

In case (2) (a) above, the amount paid to the Supplier(s) and exchange rate used for conversion to Japanese Yen, Indian Rupee or other internationally traded currency acceptable to JICA, shall be described in the Summary Sheet of Payments. In case (2) above, if the amount stated in the Request for Reimbursement is other than Japanese Yen, the amount of disbursement in Japanese Yen shall be calculated at the telegraphic transfer selling (TTS) rate quoted by the Paying Bank two (2) business days before the day when the reimbursement is made.

4. Section 3.01. and 3.02. of the Reimbursement Brochure shall be disregarded.
5. Section 3.03. of the Reimbursement Brochure shall be substituted as follows:
- 3.03. The Borrower shall make necessary arrangement with the Paying Bank, including but not limited to, the following for this brochure:
- (a) to open a Loan Account with the Paying Bank; and
  - (b) to confirm necessary arrangements for transaction of funds after the proceeds of the Loan is credited to the Loan Account.