

Loan Agreement No. ID-P282

## LOAN AGREEMENT

For

Project for Community-Based Forest Management and Livelihoods  
Improvement in Meghalaya

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE PRESIDENT OF INDIA

Dated March 27, 2020

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Loan Agreement No. ID-P282, dated March 27, 2020, between the JAPAN INTERNATIONAL COOPERATION AGENCY and THE PRESIDENT OF INDIA

On the basis of the Exchange of Notes between THE GOVERNMENT OF JAPAN and THE GOVERNMENT OF INDIA dated March 27, 2020, 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 PRESIDENT OF INDIA (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 TEN BILLION THREE HUNDRED NINETY SEVEN MILLION Japanese Yen (¥10,397,000,000) as the principal for the implementation of Project for Community-Based Forest Management and Livelihoods Improvement in Meghalaya 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 cause the proceeds of the Loan to be used 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 thirteen (13) 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 stipulation of Section 1. above, no disbursement shall be made under the Loan Agreement in respect of payments made prior to the date of Exchange of Notes mentioned above for expenditures to purchase eligible goods and services necessary for the implementation of the Project from the Supplier(s).



## 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 the 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 rate of ninety five-hundredths percent (0.95 %) per annum 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); and
  - (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 Borrower shall pay the 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 rate 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); and
  - (b) any principal reallocated from Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to Section 2. (2) (a) above.

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 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 maximum amount of the Loan stipulated therein, the difference between the maximum 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.
- (4) 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 MUFG Bank, Ltd., Head Office, Japan.
- (5) 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.
- (6) 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. 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 3. 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 Schedules attached hereto.

## Section 4. Administration of Loan

- (1) The Borrower shall authorize Meghalaya Basin Development Authority, Government of Meghalaya (hereinafter referred to as the “**Executing Agency**”) as the executing agency.
- (2) The Borrower shall cause the Executing Agency to 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 cause the Executing Agency to 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 cause the Executing Agency to furnish JICA with a project completion report in such form and in such detail as JICA may reasonably request.
- (6) The Borrower shall:
  - (a) furnish JICA, as soon as possible, with a copy of engagement letter signed by authorized person of auditor acceptable to JICA, in which the said auditor agreed to audit the records and accounts related to the applicable expenditures financed out of the proceeds of the Loan allocated to the Category (A) and submit to the Borrower a certified copy of the report of such audit;
  - (b) maintain, or cause to be maintained, records and accounts adequate to reflect, in accordance with consistently maintained sound accounting practices, the expenditures financed out of the proceeds of the Loan;
  - (c) have the records and accounts referred to in Section 4. (6) (a) above for each fiscal year audited, in accordance with appropriate auditing principles consistently applied, by the said auditor;
  - (d) furnish JICA as soon as available, but in any case not later than nine (9) months after the end of each fiscal year, with a certified copy of the report of such audit by the said auditor, of such scope and in such detail as JICA may reasonably request;
  - (e) furnish JICA with such other information concerning said records and accounts, and the audit thereof, as JICA may from time to time reasonably request;
  - (f) retain, until at least five (5) years after the Completion Date, all records (contracts, orders, invoices, bills, receipts and other documents) evidencing such expenditures;
  - (g) enable JICA's representatives to examine such records;
  - (h) ensure that such records and accounts are included in the annual audits referred to in Section 4. (6) (c) above and that the report of

such audit contains a separate opinion by the said auditor as to whether the statements of expenditures submitted during such fiscal year, together with the procedures and internal controls involved in their preparation, can be relied upon to support the related disbursement; and

- (i) in the event that the use of a specified amount of the Loan is not justifiable according to a certified copy of the report of such audit referred to in Section 4 (6) (c) above, refund to JICA, upon request of JICA, such unjustifiable amount together with the accrued interest thereon. Notwithstanding the above, if such refund is made before the Disbursement Period expires, the accrued interest thereon shall be paid to JICA on the Payment Date immediately following the date the refund is made.

- (7) When the Borrower, in the opinion of JICA, fails to perform its obligations stated in any of the paragraphs of Section 4. (6) above, JICA may, by notice to the Borrower, suspend in whole or in part the rights of the Borrower under the Loan Agreement until JICA determines that such failure has been fully remedied. However, this stipulation does not impair JICA's further exercise of the rights stated in Section 6.01 of the General Terms and Conditions.

#### Section 5. 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 6. 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

16th Floor, Hindustan Times House, 18-20, Kasturba Gandhi  
Marg, New Delhi, 110001, India

Attention: Chief Representative

For the Borrower

Postal address:

Government of India

Ministry of Finance

Department of Economic Affairs

New Delhi, 110001, India

Attention: Additional Secretary

For the Executing Agency

Postal address:

Meghalaya Basin Development Authority, Government of  
Meghalaya

Meghalaya State Housing Financing Co-Operative Society  
Ltd. complex Upper Nongrim Hills, Shillong 793003, India

Attention: Chief Executive Officer

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.

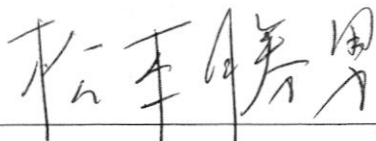


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IN WITNESS WHEREOF, JICA and the Borrower, acting through their duly authorized representatives, have caused the Loan Agreement to be duly executed in their respective names and delivered in New Delhi, India, as of the day and year first above written.

For

JAPAN INTERNATIONAL  
COOPERATION AGENCY



MATSUMOTO Katsuo  
Chief Representative  
JICA India

For

THE PRESIDENT OF INDIA



C S Mohapatra  
Additional Secretary  
Department of Economic Affairs  
Ministry of Finance  
Government of India

## Schedule 1

### Description of Project

#### Section 1. Outline of the Project

(1) Objective:

The objective of the Project is to restore and conserve natural resources within the villages by sustainable forest management, livelihood improvement, and institutional strengthening, thereby contributing to conservation of environment and biodiversity, and uplifting of socio-economic conditions of people in the State of Meghalaya.

(2) Location:

State of Meghalaya, India

(3) Executing Agency:

Meghalaya Basin Development Authority, Government of Meghalaya

(4) Scope of the Work:

- (a) Sustainable forest management
- (b) Community development and livelihood improvement
- (c) Institutional strengthening
- (d) Consulting services

The proceeds of the Loan are available for the above items (a) through (d).

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 within the limit of the Japanese Government's annual budgetary appropriations for JICA.

## Schedule 2

### Allocation of Proceeds of Loan

#### Section 1. Allocation

Category	Amount of the Loan Allocated (in million Japanese Yen)	% of Expenditure to be Financed
(A) Forest Management and Related Activities	9,567	100%
(B) Consulting Services	352	100%
(C) Contingencies	478	-
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Total	10,397	

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, 2030	245,000,000
On each September 20 and March 20 beginning September 20, 2030 through March 20, 2050	245,000,000

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, 2030	8,600,000
On each September 20 and March 20 beginning September 20, 2030 through March 20, 2050	8,585,000



## 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, shall be adopted.

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

- (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 accordingly. When Limited International Bidding or International Shopping is adopted, all subsequent procedures shall be substantially in accordance with the following sub-paragraphs (d) through (h). When Direct Contracting is adopted, before a bid/proposal is invited from the concerned firm(s), the Borrower shall submit to JICA, for JICA's review and concurrence, the draft documents to request for a bid/proposal including conditions of contract. After obtaining the concurrence of JICA, the Borrower may send the documents to the concerned firm(s). The Borrower may then negotiate the contract; and the subsequent procedures shall be in accordance with the following sub-paragraph (h).
- (b) Before advertisement of pre-qualification, the Borrower shall submit to JICA, for JICA's review and concurrence, the draft pre-qualification documents including invitation, instructions to applicants, qualification criteria and requirements, and application forms. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the draft pre-qualification documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When the Borrower wishes to make any important alteration to the pre-qualification documents, JICA's concurrence shall be obtained before the alteration is notified to prospective applicants.
- (c) When the pre-qualified applicants have been selected, the Borrower shall submit to JICA, for JICA's review and concurrence, the detailed process and result of evaluation 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, JICA shall inform the Borrower accordingly.
- (d) Before inviting bids, the Borrower shall submit to JICA, for JICA's review and concurrence, the draft bidding documents including invitation, instructions to bidders, evaluation and qualification criteria, bidding forms, conditions of contract, specifications and drawings. The



Borrower shall submit to JICA, for JICA's reference, such other documents related to the draft bidding documents as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When the Borrower wishes to make any important alteration to the bidding documents, JICA's concurrence shall be obtained before the alteration is notified to prospective bidders.

- (e) The Borrower shall, before opening price bids, submit to JICA, for JICA's review and concurrence, the detailed process and result of evaluation of technical bids. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation 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 detailed process and result of evaluation of price 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). The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation as JICA may reasonably request. When JICA has no objection, 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 accordingly. The subsequent procedure shall be substantially in accordance with the sub-paragraph (h). In the case of re-bidding, all subsequent procedures shall be substantially in accordance with the sub-paragraphs (a) through (h).
- (h) Promptly after signing 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 has no objection, JICA shall inform the Borrower accordingly; provided, however, that the Borrower wishes to make any important alteration to the draft conditions of contract and other documents in the bidding document reviewed and concurred by JICA, JICA's concurrence shall be obtained before the contract is signed in addition to JICA's concurrence to the signed contract.

- (i) When the Borrower wishes to make any important modification or termination of the contract reviewed and concurred by JICA including any change in the contract amount, JICA's concurrence shall be obtained before making such modification or termination.
  - (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 adjustment clauses or re-measurement under the original contract) reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract and shall submit to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior concurrence of JICA.
  - (k) In the case of adopting the procurement procedures of Local Competitive Bidding, the procedures stipulated in Section 3. (1)(b) through (j) shall be disregarded and the following items shall be applied:
    - (i) Promptly after executing a contract but, in principle, before implementation, the Borrower shall submit to JICA a duly certified copy of the contract. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the contract as JICA may reasonably request.
    - (ii) Any modification or cancellation of a contract shall be submitted to JICA; 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 be submitted to JICA.
- (2) With regard to any contract the amount of which is estimated to be less than ONE BILLION Japanese Yen (¥1,000,000,000):



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- (a) The Borrower shall submit to JICA, for JICA's reference, such documents concerning the procurement as JICA may reasonably request.
  - (b) Notwithstanding the above paragraph (a), in the case of adopting the procurement procedure of International Competitive Bidding, the following steps shall be taken:
    - (i) Promptly after signing 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 has no objection, JICA shall inform the Borrower accordingly.
    - (ii) When the Borrower wishes to make any important modification or termination of the contract reviewed and concurred by JICA including any change in the contract amount, JICA's concurrence shall be obtained before making such modification or termination.
    - (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 adjustment clauses or re-measurement under the original contract) reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract, and shall submit to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior 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, the



draft Request for Proposals including letter of invitation, instructions to consultants, proposal forms, terms of reference, and conditions of contract, and the document of detailed evaluation criteria supplementing the draft Request for Proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the draft Request for Proposals as JICA may reasonably request. When JICA has no objection, JICA shall inform the Borrower accordingly. When the Borrower wishes to make any important alteration to the Request for Proposals reviewed and concurred by JICA, JICA's concurrence shall be obtained before the alteration is notified to the short-listed consultants.

- (2) Before opening financial proposals, the Borrower shall submit to JICA, for JICA's review and concurrence, the Borrower's detailed process and result of evaluation of technical proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation 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 detailed process and result of evaluation of proposals. The Borrower shall submit to JICA, for JICA's reference, such other documents related to the detailed process and result of evaluation as JICA may reasonably request. When JICA has no objection, 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. Before a proposal is invited from the concerned consultant, the Borrower shall submit to JICA, for JICA's review and concurrence, the draft Request for Proposals including terms of reference and conditions of contract. The Borrower shall submit to JICA, for JICA's reference, such other documents as JICA may reasonably request. After obtaining the concurrence of JICA, the Borrower may send the Request for Proposals to the concerned consultant. The Borrower then negotiates the contract, and the subsequent procedures shall be in accordance with the following sub-paragraph (5).



- (5) Promptly after signing 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 related to the contract as JICA may reasonably request. When single-source selection is adopted in accordance with paragraph (4), the Borrower shall also submit to JICA, for JICA's review and concurrence, the result of evaluation of the head of the consultant, regardless of his/her title ("project manager," "team leader" or whatever he/she is called). When JICA has no objection, JICA shall inform the Borrower accordingly; provided, however, that the Borrower wishes to make any important alteration to the draft conditions of contract and other documents in the Request for Proposals which have been already reviewed and concurred by JICA, JICA's concurrence shall be obtained before the contract is signed in addition to JICA's concurrence to the signed contract.
- (6) When the Borrower wishes to make any important modification or termination of the contract reviewed and concurred by JICA including any change in the contract amount, JICA's concurrence shall be obtained before making such modification or termination. In this regard, 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 adjustment clauses) which have already been reviewed and concurred by JICA, the Borrower may make an adjustment to the contract amount pursuant to the original contract, and shall submit to JICA promptly the post-fact notification reporting the adjustment made on the contract amount, instead of obtaining the prior 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-P282, dated March 27, 2020, for Project  
for Community-Based Forest Management and Livelihoods  
Improvement in Meghalaya

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 Contracting
- (        ) Local Competitive Bidding or Other National Procurement Method

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 Concerned Firm(s)

(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. Schedule

- i) Date of Contract
- ii) Completion Date



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-P282, dated March 27, 2020, for Project  
for Community-Based Forest Management and Livelihoods  
Improvement in Meghalaya

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-P282, dated March 27, 2020, for Project  
for Community-Based Forest Management and Livelihoods  
Improvement in Meghalaya

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)

Attached Sheet for Form No. 3

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-P282, dated March 27, 2020, for Project  
for Community-Based Forest Management and Livelihoods  
Improvement in Meghalaya

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 Employer/Purchaser: \_\_\_\_\_
5. Contract Amount: \_\_\_\_\_
6. Eligible Expenditure: \_\_\_\_\_
7. Amount of Financing Applied for: \_\_\_\_\_  
(representing \_\_\_\_ % of eligible expenditure)
8. Scope of Contract: \_\_\_\_\_
9. (In case the Supplier is a joint venture) Name, Nationality and Address  
of each member 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 Employer/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. Scope of Contract:
10. Category (as specified in Section 1. of Schedule 2 of the Loan Agreement):
11. Description of Goods and/or Services with Breakdown of Contract Price:
12. (In case the Supplier is a Joint Venture) Name, Nationality and Address of each member of the Joint Venture:  
(A company) \_\_\_\_\_  
(B company) \_\_\_\_\_
13. Terms of Payment:
14. Delivery Schedule:
15. Disbursement Procedure Applied for:
16. Major Conditions of Contract:
  - (1) Price Adjustment Clause:
  - (2) Modification Clause:
  - (3) Applicable Law:
  - (4) Others:
17. 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-P282, dated March 27<sup>th</sup>, 2020, for  
Project for Community-Based Forest Management and  
Livelihoods Improvement in Meghalaya

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/Client: \_\_\_\_\_
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 member 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

The latest version of the Brochure on Commitment Procedure for Japanese ODA Loans (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. (6).

## Schedule 6

### Reimbursement Procedure

The latest version of the Brochure on Reimbursement Procedure for Japanese ODA Loans (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 check, 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 check, 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 check, 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. Notwithstanding the provisions of the Section 2. mentioned above, as for the disbursement of the proceeds of the Loan allocated to Category (A) stipulated in section 1. of Schedule 2 attached hereto, in case SOE procedure is applied, submission of supporting documents as per Section 2.01.(b) of the Reimbursement Brochure shall be disregarded and Form SOE substantially in the form attached hereto shall be substituted for Form SSP(R) attached to the Reimbursement Brochure. Furthermore, wherever mentioned as "Summary Sheet of Payments" in the Reimbursement Brochure including the attached Form RFD(R) therein, shall be read as "Statement of Expenditures".
- 4. 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.

5. Section 3.01. and 3.02. of the Reimbursement Brochure shall be disregarded.
6. 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.

(Form SOE)

Statement of Expenditure

L/A No.: ID-P282

Date:

Application Serial No.:

1. Transaction	2. Purchaser	3. Supplier	4. * Nationality of Supplier	5. Description of Goods and/or Services	6. ** Category	7. Origin	8. Contract Amount, Contract No., and JICA Concurrence No.(if any)	9. Date of Payment	10. *** Amount of Payment (without Tax)	11. **** Nature of Payment	12. ***** Procedure for Procurement	13. Amount Applied for Financing (without Tax)	14. ***** Disbursement Ratio
1													
2													
3													
Total													

The undersigned certifies that the Supplier(s) and goods and / or services stated above are eligible under the Loan Agreement.

Exchange rate : \_\_\_\_\_

\* Note for 4. Nationality of Supplier: Country in which the Supplier is incorporated and registered.

\*\* Note for 6. Category: Category Name described in Section 1 of Schedule 2 of the Loan Agreement.

\*\*\* Note for 10. Amount of Payment: If not in Japanese Yen, state both the amount in the currency in which the payment was made to the Supplier(s), and its converted amount(s) calculated in accordance with the Reimbursement Brochure and the Loan Agreement, as well as the conversion rate(s).

\*\*\*\* Note for 11. Nature of Payment: A down payment, an installment payment or the final payment, etc.

\*\*\*\*\* Note for 12. Procedure for Procurement: Procurement method such as ICB, ICB+PQ, LCB, Direct Contracting, etc.

\*\*\*\*\* Note for 14. Disbursement Ratio: Ratio of Amount Applied for Financing against Amount of Payment in the currency in which the Payment was made to the Supplier(s).

For (Name of the Borrower)

\_\_\_\_\_  
(Authorized Signature)