



Japan International Cooperation Agency
(Government of Japan)

JICA (ID) 22-1610
March 10, 2011

Mr. Preetom Saikia
CEO
Guwahati Metropolitan Development Authority (GMDA)
Bhangagarh
Guwahati-5

Sub: Guwahati Water Supply Project (ID-P 201)
No objection to Contract for Package 4 (South Central Zone)

Dear Mr. Saikia,

This has reference to GMDA letter no PIU/JICA/GHTY/9/2010/182 dated February 22, 2011 vide which GMDA has forwarded the contract documents for Contract Package 4.

In accordance with the relevant provisions of the Loan Agreement no ID-P 201 dated March 31, 2009 between Japan International Cooperation Agency and the President of India, we hereby convey our 'no objection' to the Contract GSWP/JICA/C# 04 as submitted vide your letter above.

The concurred amount for the contract shall be IRE 1,721,250,134. Disbursement for this contract shall be made within the limit of allocation specified in the Schedule 2 of the Loan agreement for "Category 'A'- Water Supply facilities" which is JPY 25, 633 million.

Based on provisions of Schedule 4, Section 3(1)(f) of Loan Agreement No ID-P 201, you shall notify and obtain prior concurrence of JICA in case of any modification or cancellation of this contract. As per your request, disbursement under this contract shall be made using "TRANSFER Procedure".

We request you to mention the concurrence number (ID-P 201/C-005) whenever disbursement claims under this contract are submitted.

Yours sincerely,

Shinichi Yamanaka
Chief Representative

CC: Mr. Virendra Singh, Sr. Accounts officer, CAAA, New Delhi
Dr. Ashish Bhutani, Secretary GDD, Guwahati
Mr. M. Takahashi, Director, SAD1, SAD, JICA, Tokyo

Document No. ID-P201

LOAN AGREEMENT

For

Guwahati Water Supply Project

Between

JAPAN INTERNATIONAL COOPERATION AGENCY

And

THE PRESIDENT OF INDIA

Dated March 31, 2009

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Loan Agreement No. ID-P201, dated March 31, 2009, between JAPAN
INTERNATIONAL COOPERATION AGENCY and THE PRESIDENT OF INDIA

In the light of the contents of the Exchange of Notes between the Government of Japan and the Government of India dated March 27, 2009, concerning Japanese loans to be extended with a view to promoting the economic stabilization and development efforts of the Government of India,

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 TWENTY NINE BILLION FOUR HUNDRED FIFTY THREE MILLION Japanese Yen (¥29,453,000,000) as principal for the implementation of the Guwahati Water Supply 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 said limit, 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 2 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 not later than the same day and month ten (10) years after the effective date of the Loan Agreement, and no further disbursement shall be made by JICA thereafter, unless otherwise agreed upon between JICA and the Borrower.

Article II

Repayment, Interest and Commitment Charge

Section 1. Repayment of Principal

The Borrower shall repay the principal of the Loan to JICA in accordance with the Amortization Schedule 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 at the rate of one and two-tenths percent (1.20%) per annum on the principal corresponding to categories (a) and (b) below disbursed (hereinafter referred to as "Principal (I)") and outstanding:

- (a) Principal disbursed out of the proceeds of the Loan allocated to Category (A) (provided for in Section 1. of Schedule 2 attached hereto);
- (b) Any principal reallocated from the Category (C) (provided for in Section 1. of Schedule 2 attached hereto) and disbursed with respect to (1) (a) above.

- (2) The Borrower shall pay interest to JICA semi-annually 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 "Principal (II)") and outstanding: