



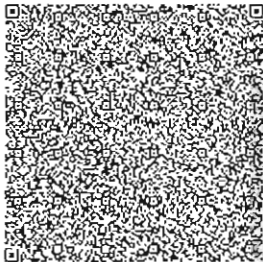
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No.	: IN-DL041492037589460
Certificate Issued Date	: 03-Oct-2016 03:07 PM
Account Reference	: IMPACC (IV)/ dl918403/ DELHI/ DL-DLH
Unique Doc. Reference	: SUBIN-DL918403083230965513030
Purchased by	: IIDC LTD
Description of Document	: Article 5 General Agreement
Property Description	: Not Applicable
Consideration Price (Rs.)	: 0 (Zero)
First Party	: IIDC LTD
Second Party	: Not Applicable
Stamp Duty Paid By	: IIDC LTD
Stamp Duty Amount(Rs.)	: 150 (One Hundred And Fifty only)



Please write or type below this line

AGREEMENT

This Agreement is made at New Delhi on this... 21st ... day of December

2016 BETWEEN

Chief Executive Officer, IIDC Ltd
Guwahati



श्रीमती रीणा जैन / SEEMA JAIN
उप निदेशिका / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक कार्य विभाग, Dept. of E. Affairs
भारत सरकार / Secy. of Imp &
नई दिल्ली / New Delhi



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.stampcert.gov.in". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

1. Department of Economic Affairs, which is the administration agency under the India Infrastructure Project Development Fund, acting through Ms. Seema Jain,
Deputy Director.....**Department of Economic Affairs, Ministry of Finance, Government of India, New Delhi** (hereinafter referred to as the 'DEA'),

AND

2. **The Commissioner & Spl. Secretary to the Govt. of Assam, PWRD, (Sponsoring Authority) acting through Chief Engineer, PWD(Roads), Assam, Chandmari, Guwahati-781003** (hereinafter referred to as the 'Sponsoring Authority')


AND

3. **IIDC Limited** (Formerly IL&FS Infrastructure Development Corporation Limited), a company within the meaning of the Companies Act, 2013, having its Registered Office at **2nd Floor, Niryat Bhawan, Rao Tula Ram Marg, Opposite Army Hospital Research & Referral, New Delhi-110057** (hereinafter referred to as the 'Transaction Advisor or TA'), acting through its Managing Director.


(The expressions 'DEA', the 'Sponsoring Authority' and 'TA' shall include their respective successors, and are hereinafter collectively referred to as the 'Parties' and individually as 'Party')

WHEREAS

- A. The Sponsoring Authority, with the objective of Developing Roads Infrastructure in the State, proposes to implement the Project described in Recital B below (hereinafter referred to as the "**Project**") through Public Private Partnership ("**PPP**");
- B. The Project focus is on (i) development/ improvement of state roads and as a part of this endeavor, the Authority has decided to undertake the development/improvement of Six stretches of State Roads in Assam as given below (the "**Project**") through Public Private Partnership basis. The indicative cost of the Project is Rs.1220.00 crores (Rupees Twelve hundred twenty crores). The approximate length of the identified roads are 312.66 Km. and indicative cost of the roads are Rs 1220.00 crores.


Chief Engineer, PWRD,
Assam, Chandmari,
Guwahati-78




श्रीमा जीन / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक कार्य विभाग / Dept. of Ec. Affairs
नारायण कवर / GOVT. of India
नई दिल्ली / New Delhi

Sl.No.	Name of Roads	Approx. Road length (Km.)	Probable Cost (Rs. in Crore)
1.	Dhakuakhana-Jengraimukh-Garamur Road	48.00	168.00
2.	Kalitakuchi-Nalbari Road	42.00	147.00
3.	Lanka (Start from East-West Corridor) Garampani Road	72.00	252.00
4.	North Lakhimpur-Kamalabari (Majuli) Road	39.72	300.00
5.	Raha Kampur Baithalangso Hamren Road	71.00	213.00
6.	Samthaibari Gelephu Road	39.94	140.00
	Total	312.66	1220.00

With a view to inviting bids for the Project, the Authority has decided to conduct a feasibility study for determining the technical feasibility and financial viability of the Project. If found technically feasible and financially viable, the Project may be awarded on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis to a private entity (the "Concessionaire") selected through a competitive bidding process. The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the Authority and the Concessionaire (the "Concession Agreement");

- C. The Government of India (GoI) has notified the scheme for "India Infrastructure Project Development Fund"("IIPDF Scheme") for providing financial support for quality project development activities to the Central Government Ministries/ Departments, State Governments, Municipal or Local Bodies, Public Sector Undertakings or any other statutory authority;
- D. The primary objective of IIPDF Scheme is to fund project development expenses including costs of engaging consultants and transaction advisors in potential PPP project, thus increasing the quality and quantity of successful PPPs and allowing informed decision making by the authorities based on good quality feasibility reports;
- E. The DEA has given approval to the IIPDF application made by the Sponsoring Authority. This constitutes financial assistance for the Project Development Expenses ("PDE") up to 75% of the PDE;

Chief Engineer, P.W.D. (A)
Assam, Guwahati
Guwahati-3.




Seema Jain
सीमा जैन / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक कार्य विभाग / Dept. of Ec. Affairs
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

- F. Transaction Advisor has been engaged by Public Works Roads Department, Government of Assam for Project Development Works by observing the procurement guidelines and processes as stipulated in 'Scheme and Guidelines for India Infrastructure Project Development Fund'
- G. The Project Development Work is to be supervised jointly by DEA and the Sponsoring Authority.


NOW THEREFORE, THE PARTIES HEREIN AGREE AND THIS AGREEMENT WITNESSETH AS FOLLOWS:

1 DEFINITIONS AND INTERPRETATIONS


- 1.1. Unless otherwise intended, the following terms shall have the meaning as hereinafter respectively assigned to them:
- 1.1.1 'Agreement' shall mean this Agreement, and amendments thereto, if any, made in accordance with the provisions contained herein in this behalf;
- 1.1.2 'Applicable Laws' means any law, rule, regulation, ordinance, order, treaty, judgment, decree, injunction, permit or decision of the Government of India, or any local authority, agency, court or other body having jurisdiction over the matter in question, as may be in force from time to time;
- 1.1.3 'Beneficiary Account' shall mean the bank account designated by the TA for receiving the Payment Disbursements from the Sponsoring Authority under the provisions of this Agreement;
- 1.1.4 'Designated Account' shall mean a designated bank account of the Sponsoring Authority to receive the IIPDF Disbursements;
- 1.1.5 'IIPDF Assistance' means the assistance payable by the Central Government under and in accordance with the IIPDF Scheme for an amount specified under Clause 2.1 of this Agreement;
- 1.1.6 'IIPDF Default' shall bear the meaning as assigned to it under Clause 8 of this Agreement;
- 1.1.7 'IIPDF Disbursements' shall mean the disbursements of the installments in Indian Rupees (INR), made by the DEA to the Sponsoring Authority as provided in Clause 3.1 below and subject to the terms of the IIPDF Scheme;


Chief Engineer, P.W.D. (R)
Assam, Dispur
Guwahati-3





श्रीमती सीमा जैन / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक मामलों / Ministry/Deptt. of Econ. Affairs
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

- 1.1.8 "IIPDF Scheme" shall mean the "Scheme and Guidelines for India Infrastructure Project Development Fund"
- 1.1.9 "Memorandum for Consideration" or "MFC" shall mean the information provided by the Sponsoring Authority while applying for assistance under IIPDF Scheme and approved by the DEA;
- 1.1.10 'Milestone(s)' shall mean the milestones as specified in Schedule I to this Agreement;
- 1.1.11 'Payment Disbursements' shall mean the transfer of the IIPDF Disbursements (after making the necessary deductions), by the Sponsoring Authority to the Transaction Advisor towards payment of the professional or consultancy fees on achievement or Milestones specified in Schedule I;
- 1.1.12 "Project Development Expenses" shall mean the total cost of INR 2,26,69,572 (Rupees Two Crores Twenty Six Lakhs Sixty Nine Thousand Five Hundred Seventy Two only) as detailed in Schedule II, which is estimated to be payable to the Transaction Advisor for the Project Development works;
- 1.1.13 "Project Development Works" shall mean all technical, financial, legal and structuring advice and work in relation to the Project, which are required to achieve a Bid Closure. It shall be carried out in two stages. The First Stage shall include pre-feasibility assessment and structuring to lead to a preliminary financial model and related PPP structures, a draft Request for Qualification (RFQ). The Second Stage shall include pre qualification of bidders, detailed structuring and bid process management, leading to bid documents, finalized PPP structure and financial model, a Request for Proposal (RFP) launch, bid evaluation and recommendations, contract negotiations and Bid Closure;
- 1.1.14 'Technical Close' or 'Bid Closure" shall mean the stage of execution of the concession agreement or any other agreement for the Project, between the private sector developer and the Sponsoring Authority pursuant to the selection of a private sector developer through transparent bidding process;
- 1.1.15 'Timeframe' shall mean the time frame stipulated under Schedule I to this Agreement for completion of various Project Development Work;


 Chief Engineer, IIPDF (S)
 Govt. of India
 Gurugram





 श्रीमती सीमा जैन
 as Deputy Director
 Ministry of Finance
 अर्थ विभाग, वित्त विभाग, भारत सरकार
 New Delhi

1.1.16 'Transaction Advisor', unless the context otherwise requires, shall mean to include all skilled professional individuals/proprietorship/firms/companies, etc. as listed in Schedule III who are either permanent employees of the Transaction Advisor or will have entered into a separate suitable agreement/arrangement with the Transaction Advisor for the Project Development work on such terms and conditions as are contained in this Agreement (including the Terms of Reference as contained in Schedule III). The term Transaction Advisor, wherever used in this Agreement shall deem to include the Lead Transaction Advisor;


1.1.17 "Terms of Reference" shall mean the terms of reference duly accepted for the Project Development Works and constituting part of this Agreement as Schedule III.

In this Agreement unless the context otherwise requires:

- a) any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies or is capable of applying to any transactions entered into hereunder;
- b) the words importing singular shall include plural and vice versa and words denoting natural persons shall include all genders, partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- c) the headings are for convenience of reference only and shall not be used in and shall not affect the construction or interpretation of his Agreement;
- d) terms beginning with capital letters and define in this Agreement shall have the meaning ascribed herein;
- e) the words "include" and "including" are to be construed without limitation;
- f) any reference to a "day" shall mean reference to a calendar day;
- g) any reference to "month" shall mean reference to a calendar month;
- h) any reference to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference provided that this clause shall not operate so as to increase liabilities or obligations of the DEA hereunder or pursuant hereto in any manner whatsoever;


Chief Executive Officer (CEO)
Debraj Kumar Das
Guwahati




SREMA SAHA
Joint Director / Deputy Director
The Financial Secretary of Finance
and Economic Affairs
with responsibility of
the Government of Assam

- i) references to Recitals, Articles, Clauses, Sub-clauses, Paragraphs, Schedules, Annexures, or Appendices in this Agreement shall, except where the context otherwise requires, be deemed to be references to Recitals, Articles, Clauses, Sub-clauses, Paragraphs, Schedules, Annexures and Appendices of this Agreement;
- j) Any agreement, consent, approval, authorization, proposal, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorised representative of such Party, in this behalf and not otherwise; and
- k) Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include both such days and dates.

2. ASSISTANCE

2.1 The Empowered Institution, the administrating entity for the IIPDF Scheme has approved an IIPDF Assistance in a sum of INR 2,26,69,572 (Rupees Two Crores Twenty Six Lakhs Sixty Nine Thousand Five Hundred Seventy Two) only for the Project Development Work to be performed in relation to the Project and on the terms and conditions set forth in this Agreement and subject to the terms of the IIPDF Scheme.

2.2 The Sponsoring Authority agrees and acknowledges that the IIPDF Assistance shall solely be used towards Payment Disbursements in relation to the Project Development Work-and for no other purpose whatsoever.

2.3 Notwithstanding anything to the contrary contained in this Agreement, in the event of

- i). any suspension of rights under this Agreement or termination of this Agreement;
- ii). occurrence of any IIPDF Default ; or
- iii). closure of the IIPDF Scheme at any time,

the IIPDF Assistance and / or the IIPDF Disbursement may be suspended or terminated partly or fully, as the case may be, in the sole discretion of the DEA without the DEA being responsible or liable to the Sponsoring Authority or the Transaction Advisor in any manner whatsoever. The IIPDF Disbursement shall be used for making payments to Transaction Advisor for the Project Development Work done up to the date of termination of the IIPDF Assistance/suspension of the IIPDF Assistance only. The Sponsoring Authority shall, at its own cost, make payments to the Transaction Advisor for the Project Development Work done beyond date of termination of IIPDF Assistance/during the suspension of the IIPDF Assistance.

Chief Engineer, IIPDF (IIPDF)
Asset Management
Guwahati



SEEMA JAIN
SEEMA JAIN / SEEMA JAIN
Deputy Director
Ministry of Finance
Economic Affairs
Ministry of Finance
New Delhi

2.4 The DEA shall have the right to recover the amount under the IIPDF Assistance from the private sector developer as provided under Clause 5 below.

3. IIPDF AND PAYMENT DISBURSEMENTS

3.1 The DEA shall make IIPDF Disbursement to the Sponsoring Authority of an amount equivalent to cover the Payment Disbursement estimated by the Sponsoring Authority to be made in the forthcoming one (1) year. The estimate made by the Sponsoring Authority shall be computed based upon the Milestones and Timeframe. The IIPDF Disbursement shall be held by the Sponsoring Authority in the Designated Account.

3.2 In order to make the Payment Disbursement, the Sponsoring Authority shall confirm to DEA the achievement of Milestones specified in Schedule I. The Sponsoring Authority shall make Payment Disbursement to the Transaction Advisor within thirty (30) days of the approval from DEA and as per the payment request received from Transaction Advisor. The Sponsoring Authority, upon making the Payment Disbursement, shall notify DEA of the use of IIPDF Disbursement.

3.3 The Sponsoring Authority shall deduct from the Payment Disbursement, all taxes, levies, cess, penalty, etc. as required under the Applicable Laws and this Agreement.

3.4 The Transaction Advisor accepts that the Payment Disbursements made by the Sponsoring Authority on completion of Milestones shall deem to be the payment towards the Project Development Work performed by the Transaction Advisor up to that particular Milestone.

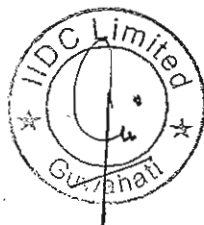
4. ROLE OF TRANSACTION ADVISOR

4.1 The Transaction Advisor shall ensure completion of the Project Development Work within the Timeframe.

4.2 The Transaction Advisor will ensure that appropriate quality control processes over the quality of its deliverables. Any lapses in quality that bear the risk of affecting overall Project outcomes will be addressed by the Transaction Advisor in the first instance, and, where appropriate, reported by the Transaction Advisor to the Sponsoring Authority, who will jointly in consultation with DEA discuss and resolve the matter.

4.3 In performing its functions and duties under this Agreement, the Transaction Advisor shall act in trust and for the benefit of the Sponsoring Authority and the DEA.

[Handwritten signature]
Chief Financial Officer (CFO)
Sponsoring Authority
Gurugram-122002



[Handwritten signature]
Deputy Director General
of Finance
and Development
and Secretary to the
Government of India


- 4.4 The Transaction Advisor shall maintain accurate account of all Payment Disbursements received, retained and distributed by it pursuant to this Agreement and shall within fifteen (15) days of receipt of the Payment Disbursements, furnish a copy thereof, duly certified under the hands of an Authorised officer of the Transaction Advisor to the Sponsoring Authority and the DEA.
- 4.5 The Transaction Advisor shall maintain and operate the Beneficiary Account throughout the Term of this Agreement and undertakes to inform the DEA and the Sponsoring Authority of any change in the Beneficiary Account. In discharge of its duties and obligations hereunder, the Transaction Advisor shall, within 5 (five) business days of its receipt, deliver a copy of any notice or document received from the DEA or the Sponsoring Authority in connection herewith.

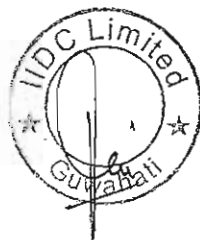
5. RECOVERY OF IIPDF ASSISTANCE


- 5.1 The Parties herein understand and accept that on successful completion of the Technical Close, the Sponsoring Authority shall have the right to recover the amount of the IIPDF Assistance from the private sector developer with whom the Sponsoring Authority shall enter into the Concession Agreement or any other form of Agreement for setting up of the Project and reimburse it to the DEA.
- 5.2 The Sponsoring Authority shall be liable to refund the entire amount of the IIPDF Assistance to the DEA in case it does not conclude the bidding process for any reason whatsoever or does not contract out the Project after the bid process has been completed. However, in case of failure of the bid, the IIPDF Assistance shall not be recovered by the DEA.
- 5.3 The Transaction Advisor and the Sponsoring Authority agree to take necessary steps and actions including making provisions under the concession agreement, RFP, etc. to protect the DEA's rights and interests for recovery of the IIPDF Assistance.

6. REPRESENTATIONS AND WARRANTIES

- 6.1 The Sponsoring Authority represents warrants and confirms to the DEA and the Transaction Advisor, respectively that:
- a. The IIPDF Assistance or any portion of it shall not be utilized by the Sponsoring Authority to meet the expenses incurred by the Sponsoring Authority on its own staff;


Chief Engineer, P.W.D. (R)
Assam, Guwahati
Guwahati-3



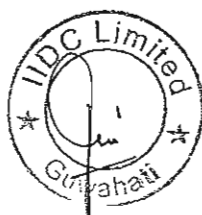

श्रीमती जैन / SREEMA JAIN
उप निदेशक / Deputy Quarter
वित्त विभाग - Ministry of Finance
अर्थिक एवं वित्त/Deptt. of Fin. Affairs
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

- b. The IIPDF Assistance and the IIPDF Disbursements, or any part thereof shall not be utilised for any other purpose or project;
- c. The Project Development Expenses is finalized based on open, transparent procurement by the Sponsoring Authority duly following the standards and specifications normally applicable to such projects;

6.2 The Transaction Advisor represents, warrants and confirms to the DEA and the Sponsoring Authority that:

- a) The Transaction Advisor is duly organized and validly existing under the Applicable Laws and has full power and authority to execute and perform its obligations under this Agreement to carry out the Project Development Works;
- b) The Transaction Advisor shall take all necessary actions under the Applicable Laws to authorize the execution and delivery of this Agreement, to perform its obligations under this Agreement to carry out the Project Development Works;
- c) This Agreement constitutes a legal, valid and binding document enforceable against the Transaction Advisor in accordance with the terms hereof;
- d) The execution, delivery and performance of this Agreement will not conflict with or result in a breach or constitute default under or accelerate performance required by any of the terms of any other contract, arrangement or understanding, or any decree or order of any court to which the Transaction Advisor is a party or by which it or any of its properties or assets is bound or affected;
- e) All information furnished to the DEA and the Sponsoring Authority are updated on or before the date of this Agreement and are true and accurate in all material respects;
- f) There are no actions, suits, proceedings or investigations pending or threatened against the Transaction Advisor under the Applicable Laws or in equity before any court or any other judicial, quasi judicial or other authority or body, the outcome of which may result in non performance or a breach of this Agreement;
- g) The Transaction Advisor has complied with all Applicable Laws and permits in all material respects;

[Handwritten Signature]
 Chief Executive Officer
 IIPDC Limited
 Guwahati



[Handwritten Signature]
 श्रीमती सी. सेन्ता जॉन
 SE (IIPDF) / Deputy Director
 वि. वित्त विभाग, Ministry of Finance
 और औद्योगिक, आ. वि. वि. वि.
 गुवाहाटी, असम
 के शासन शासन

- h) The Transaction Advisor shall perform all of its obligations in a professional manner and in accordance with the Timeframe in accordance with the Timeframe;
- i) No representation or warranty contained herein or any other document furnished by the Transaction Advisor to the DEA or the Sponsoring Authority contains or will contain any untrue or misleading statement of material facts or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;
- j) All information, documents, etc are the intellectual property of the Sponsoring Authority and shall not be disclosed without the express approval of the Sponsoring Authority and DEA;
- k) The Transaction Advisor shall not participate in the bidding for the Project on its own or as a member of a consortium of a participating bidder.

6.3 In the event of any occurrence or circumstance coming to the knowledge of the Party which renders any of its aforesaid representations or warranties untrue or incorrect at any time during the subsistence of this Agreement, such Party shall immediately notify the other Parties hereto about the same. Such notification shall not have the effect of remedying any such representation or warranty that has been found to be incorrect or untrue.


7. PROJECT MONITORING

7.1 Sponsoring Authority shall undertake regular monitoring and periodic evaluation of Project Development Works, compliance with the Milestones, performance levels and Timeframe provided under this Agreement and as approved by the DEA.


7.2 Sponsoring Authority shall, through periodic reports, advise and keep informed the DEA about the slippages or otherwise in Project Development Works compliances with the Milestones, performance levels and Timeframe together with brief description of the causes of slippages or non-compliances, if any, therein.

8. IIPDF DEFAULT

8.1 Following events shall constitute an event of default ("IIPDF Default") under this Agreement unless such event of default has occurred as a result of Force Majeure or any act or omission of the DEA:


 Chief Engineer, P.W.D. (3)
 District, Gwalior
 Gwalior-52




 श्रीमती सीमा / SEEMA JAIN
 उप निदेशक / Deputy Director
 वित्त विभाग / Ministry of Finance
 अर्थ विभाग / Department of Econ. Affairs
 एन.डी.ए. कार्यालय, एन.डी.ओ.
 नई दिल्ली / New Delhi

- a) The Transaction Advisor causes the Sponsoring Authority to transfer the Payment Disbursements to any other account other than the Beneficiary Account in breach of the terms of this Agreement and fails to cure such breach by depositing the relevant funds into the Beneficiary Account or any sub-account in which such transfer should have been made within a period of 5(five) business days; or
- b) The Sponsoring Authority commits any breach of the terms and conditions of this Agreement and fail to remedy such breach within a period of 14 (Fourteen) business days; or
- c) The Transaction Advisor commits or causes any other breach of the provisions of this Agreement; or
- d) Any of the representation and warranties of the Transaction Advisor or that of the Sponsoring Authority are found at any time to be false or incorrect and the Transaction Advisor or the Sponsoring Authority fails to cure the same within a period of 5 (five) business days; or
- e) The Transaction Advisor is adjudged bankrupt or insolvent or is ordered to be wound up or passes an effective resolution for its winding up or a receiver is appointed for the Transaction Advisor or for the whole or a material part of its assets.

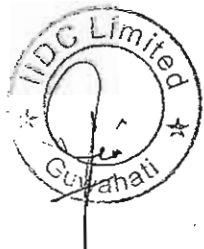
9. TERM OF THE AGREEMENT

9.1 This Agreement shall come into force and effect upon the execution hereof and shall remain in full force and effect so long as any of the obligations of any of the Transaction Advisor remains to be discharged. The Agreement shall come to an end upon the Technical Close.

10. INDEMNITY

10.1 The Transaction Advisor undertakes to indemnify, defend and hold harmless the DEA and the Sponsoring Authority against any and all proceedings, actions and third party claims for any loss, Damage, cost and expense arising out of any false or incorrect representation or warranty given by the Transaction Advisor, breach by the Transaction Advisor of any of the provision of this Agreement, or on account of failure of the Transaction Advisor to comply with the Applicable Laws.

[Handwritten signature]
 Chief Financial Officer
 Ministry of Finance
 Government of Guyana

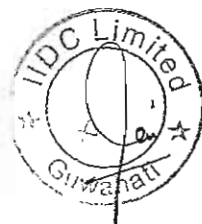



[Handwritten signature]
 Chief Financial Officer
 Ministry of Finance
 Government of Guyana

- 10.2 The Sponsoring Authority shall indemnify, defend and hold the DEA harmless at all times against any and all proceedings, actions and third party claims for any loss, damage, cost and expense (other than any loss, damage, cost and expense, arising out of acts done in discharge of its lawful functions by the Sponsoring Authority, its officers, servants and agents) arising out of any false or incorrect representation or warranty given by the Sponsoring Authority, or on failure of the Sponsoring Authority to fulfill its obligations under this Agreement.
- 10.3 The DEA will indemnify, defend and hold harmless the Sponsoring Authority and the Transaction Advisor at all times against any and all proceedings, action and third party claims for any loss, damage, cost and expense arising on account of failure to disburse the IIPDF Disbursement (except as provided under Clause 2.3) pursuant hereto or on account of failure of the DEA to fulfill its obligations under this Agreement.
- 10.4 In the event that any Party hereto receives a claim from a third party in respect of which it is entitled to the benefit of an indemnity hereunder or in respect of which it is entitled to reimbursement (the "Indemnified Party"), it shall notify the other Party responsible for indemnifying such claim hereunder (the "Indemnifying Party") within 15 (fifteen) days of receipt of the claim and shall not settle or pay the claim without the prior approval of the Indemnifying Party, which approval shall not be unreasonably withheld or delayed. In the event that the Indemnifying Party wishes to contest or dispute the claim, it may conduct the proceedings in the name of the Indemnified Party and shall bear all costs involved in contesting the same. The Indemnified Party shall provide all cooperation and assistance in contesting any claim and shall sign all such writings and documents as the Indemnifying Party may reasonably require.

11. DISPUTE RESOLUTION

- 11.1 Any dispute, difference or claim arising out of or in connection with this Agreement which is not resolved amicably within [15] days of communication thereof shall be decided by reference to arbitration to a Board of three Arbitrators comprising of one nominee of the Party which is the claimant in such dispute, one nominee of the second Party / the third Party and the third arbitrator to be appointed in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules") . Such arbitration shall be held in accordance with the said Rules and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (as amended up to 2016).




रविता जोष / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
एनडीएआई / NDI
एनडीएआई / NDI
एनडीएआई / NDI

11.2 The Arbitrators shall issue a reasoned award and such award shall be final and binding on the Parties. The venue of arbitration shall be Delhi and the language of arbitration shall be English.

12. MISCELLANEOUS PROVISIONS

12.1 Governing law and jurisdiction

This Agreement shall be construed and interpreted in accordance with, and governed by the laws of India, and the Courts at Delhi shall have jurisdiction over all matters arising out of or relating to this Agreement.

12.2 Rights in the IIPDF Assistance or IIPDF Disbursement

12.2.1 The Transaction Advisor understands and warrants that it shall not have any rights, interest, claim or lien in the IIPDF Disbursements or IIPDF Assistance, including in any balance thereof awaiting disbursement to the Sponsoring Authority. The rights, interest, claim or lien of the Transaction Advisor are only limited to the Payment Disbursements.

12.2.2 The rights and remedies of the Transaction Advisor in the IIPDF Assistance, including in any balance thereof awaiting disbursement to the Sponsoring Authority, are set forth in their entirety in this Agreement and the Transaction Advisor shall have no other rights or remedy against or to such IIPDF Assistance including in any balance thereof awaiting disbursement.

12.3 Liability and Responsibility of the Transaction Advisor

The aggregate liability of the Transaction Advisor for any loss or damage caused to the DEA and/or Sponsoring Authority, collectively, in contract or tort or under any statute or otherwise, arising from or in connection with this Agreement, however the loss or damage is caused including Transaction Advisor's negligence, shall be limited to the amount of the total fees received as per Schedule I for the completed milestone.

12.4 Amendments

All additions, amendments, modifications and variations to this Agreement shall be valid, effectual and binding on the Parties only if they are made in writing and signed by their respective duly authorised representatives.

Chief Engineer, IIPDF
Delhi
Goverment of India



CHIEF ENGINEER, IIPDF
DELHI
GOVERNMENT OF INDIA

12.5 Waiver

12.5.1 Waiver by any Party of a default by another Party in the observance and performance of any provision of or obligations under this Agreement:

- a. shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions of or obligations under this Agreement;
- b. shall not be effective unless it is in writing and executed by a duly authorized representative of the Party ; and
- c. shall not affect the validity or enforceability of this Agreement in any manner.

12.5.2 Neither the failure by any party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation there under, nor time or other indulgence granted by any party to another party shall be treated or deemed as waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.


12.6 No third party beneficiaries

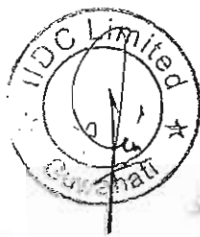
This Agreement is solely for the benefit of the Parties and no other person or entity shall have any rights hereunder.


12.7 Survival

12.7.1 Termination of this Agreement :

- a. shall not relieve the Parties of any obligations hereunder which expressly or by implication survive termination hereof;
- b. shall not relieve either of the Party of any obligations or any liability for loss or damage to the other Party arising out of, or caused by, acts or omissions of such Party prior to the effectiveness of such termination or arising out of such termination except as otherwise provided in any provision of this Agreement expressly limiting the liability of either Party; and
- c. shall not relieve the Sponsoring Authority of the liability to pay to the Transaction Advisor the fees for the work done up to the date of such termination.


Chief Executive Officer (CEO)
Gurmati




Chief Executive Officer
Gurmati

12.7.2 All obligations surviving the cancellation, expiration or termination of this Agreement shall only survive for a period of 3 (three) years following the date of such termination or expiry of this Agreement.

12.8 Severability

If for any reason whatsoever, any provision of this Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties will negotiate in good faith with a view to agreeing to one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable to such invalid, illegal or unenforceable provision. Failure to agree upon any such provisions shall not be subject to dispute resolution under Clause 11 of this Agreement or otherwise.

12.9 Successors and Assigns

This Agreement shall be binding on and shall work to the benefit of the Parties and their respective successors and permitted assigns.

12.10 Notices

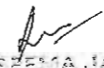
All notices or other communications to be given or made under this Agreement shall be in writing, shall either be delivered personally or sent by courier or registered post with an additional copy to be sent by facsimile. The address for service of each Party and its facsimile number are set out under its name on the signing pages hereto. A notice shall be effective upon actual receipt thereof save that where it is received after 5.30 (five thirty) p.m. on a business day or on a day that is not a business day the notice shall be deemed to be received on the first business day following the date of actual receipt. Without prejudice to the foregoing, a Party giving or making a notice or communication by facsimile shall promptly deliver a copy thereof personally, or send it by courier or registered post to the addressee of such notice or communication. It is hereby agreed and acknowledged that any Party may by notice change the address to which such notices and communications to it are to be delivered or mailed. Such change shall be effective when all the Parties have notice of it.

12.11 Language

All notices, certificates, correspondence and proceedings under or in connection with this agreement shall be in English.

Chief Engineer, B.W.D. (S)
Assam, Chandernagore,
Gauhati, Assam




श्रीमा जैन / SHEMA JAIN
उप निदेशक / Deputy Director
वित्त मंत्रालय / Ministry of Finance
असम शाखा / Assam, Chandernagore, Gauhati, Assam

12.12 Authorised representatives

Each of the Parties shall by notice in writing designate their respective authorised representatives through whom only all communications shall be made. A Party hereto shall be entitled to remove and/or substitute or make fresh appointment of such authorised representative by similar notice.

12.13 Conflict

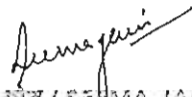
In case of any conflict between the terms and conditions of this Agreement and the agreement/arrangement between the Transaction Advisor, the provisions of this Agreement shall survive.

IN WITNESS WHERE OF THE PARTIES HERE TO HAVE EXECUTED THESE PRESENTS ON THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN

For and on behalf of Department of Economic Affairs


By:

Name : Ms. Seema Jain
Designation : Deputy Director
Address : North Block, New Delhi
Phone : 011-23093404
Fax : 011-23093404


श्रीमा जीन / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक कार्य विभाग / Dept. of Econ. Affairs
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

**For and on behalf of the Commissioner & Spl. Secretary to the Govt. of Assam,
PWRD (Sponsoring Authority)**

By:

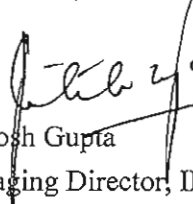

Name: S.M. Bakir 
Designation: Chief Engineer, PWD (Roads), Assam
Assam, Chandmari.
Address: GNB Road, Chandmari, Guwahati, Assam, PIN-781003
Phone: 0361-2660079
Fax: 0361-2660774
Email: as-guw2@nic.in / cepwdroadsassamppp@gmail.com


Chief Engineer, PWD (Roads),
Assam, Chandmari,
Guwahati-5.



For and on behalf of Chief Executive Officer, IIDC Limited, (Formerly IL&FS Infrastructure Development Corporation Limited), New Delhi-110057

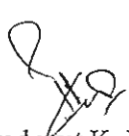
(Transaction Advisor)


By:

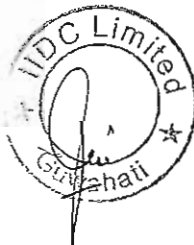


Name: Paritosh Gupta
Designation: Managing Director, IIDC Limited, (Formerly IL&FS Infrastructure Development Corporation Limited)
Address: 2nd Floor, Niryat Bhawan, Rao Tularam Marg, Opposite Army Hospital Research & Referral, New Delhi-110057
Phone: 011-46002200
Fax: 011-46002244
Email: iidc@ilfsindia.com

In the Presence of:


1. Name: Aparup Baruah
Designation: Addl. Chief Engineer(Planning),
Address: O/o the Chief Engineer, PWD(Roads), Assam, Chandmari,
Guwahati-3


2. Name: Pradyut K. Borah
Designation : Manager
Address: 4th Floor, Jupitara Palace, Opp. Dona planet, G.S. Road,
Guwahati- 781005


Chief Engineer, P.W.D. (B)
Assam, Chandmari,
Guwahati-3.




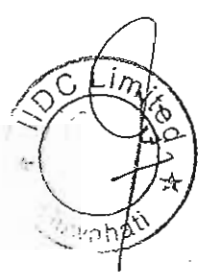
श्रीमती श्रीमती/ SREEMA JAIN
अधीक्षिका/ Deputy Director
श्रीमती राज्य/ Ministry of Finance
संविधान एवं वित्त/ Dept. of L. & S.
वित्त सचिवालय/ at India
नई दिल्ली/ New Delhi

SCHEDULE I

MILESTONES FOR THE PROJECT DEVELOPMENT WORKS

Key Date No.	Description of Deliverables	Week No.
KD1	Inception Report	1
KD2	Draft Pre-Feasibility Report	6
KD3	Final Pre-Feasibility Report	8
KD4	Draft Feasibility/DPR Report	18
KD5	Project Appraisal and Final Feasibility/DPR	20
KD6	Assistance in the RFQ document and conducting the RFQ process	24
KD7	Assistance in finalizing the RFP and Concession Agreement	28
KD8	Assistance in conducting the Bid Process	32
KD9	Completion of Services including Contract Negotiations, signing of Agreement, bid closure etc.	52


Chief Engineer, P.W.D. (R)
Assam, Chandernagore,
Gauhati-3.



श्रीमती सीमा / SEEMA JAIN
 डी.डी.ओ. / Deputy Director
 वित्त विभाग / Ministry of Finance
 एन.डी.ओ. ऑफिस / Deptt. of Engrs.
 भारत सरकार / Govt. of India
 नई दिल्ली / New Delhi

SCHEDULE II

PROJECT DEVELOPMENT EXPENSES

The Project Development Expenses for the Assignment is Rs. 2,26,69,572.00

(Rupees Two Crores Twenty Six Lakhs Sixty Nine Thousand Five Hundred and Seventy Two Only)

Chief Engineer, P.W.D. (R)
Assam, Chandernag.
Guwahati-3.



रविता जीन / SEEMA JAIN
उप निदेशक / Deputy Director
वित्त विभाग / Ministry of Finance
आर्थिक कार्य विभाग / Deptt. of Finance
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi


SCHEDULE III

ToR, Proposed Work Plan and Manpower Details

1. SCOPE OF SERVICES

1.1. The scope of services shall include:

- a) Pre-feasibility Study (Technical and Financial viability and addressing legal issues), likely PPP options
- b) Detailed feasibility Study
 - Traffic surveys, demand assessment and review of alternate alignments
 - Engineering surveys and investigations
 - Location and layout of toll plazas
 - Location and layout of truck lay byes
 - Location and layout of bus bays and bus shelters
 - Social impact assessment and mitigation measures
 - Environment impact assessment and mitigation measures
 - Preliminary Designs of road, bridges, structures, etc.
 - Preparation of Land Plan Schedules and Utility Relocation Plans
 - Preparation of indicative BOQ and rough Cost Estimates
- c) Appraisal of the Project through i.e. evaluation of the strategic objectives of the Authority in relation to the Project
 - advising on the commercial and capital structuring, especially with reference to Applicable Laws;
 - collection, compilation and analysis of relevant financial data relating to all costs and revenues;
 - prepare a reasonable estimation of the likely revenues;
 - assisting the Authority in identification of project risks and in allocation of the same in an efficient and economic manner;
 - identification and quantification of estimated financial impact of the Project on government resources;
 - development of various possible alternatives including bundling and un-bundling of Project stretches for revenue maximization and preparation of revenue model for the project;
 - advising on tax-related issues arising out of the Project structuring;
- d) preparation of a consolidated list of approvals/consents/clearances required from Government Instrumentalities; and


Chief Engineer, P.F.D. (R)
ASSTG. Commandant
Gurgaon-3.



श्रीमती शर्मिष्ठा जैन
श्रीमती शर्मिष्ठा जैन
The Ministry of Finance
and
Department of Expenditure
Government of India
New Delhi

- e) Bid Process Management
- Preparation of Bid documents (EOI/RFQ, RFP, PIM, DCA) including the relevant Schedules of the Concession Agreement.
 - assisting the Authority in the entire bidding process up to the signing of the concession agreement;

In making its projections, recommendations and Reports, the Consultant shall identify the underlying assumptions and reach an agreement with the Authority in relation thereto. The services to be rendered by the Consultant are briefly explained hereunder:

1.2. Pre-feasibility Studies (Stage I)


The Consultant shall undertake a Pre-feasibility Study (Technical and Financial viability and addressing legal issues), likely PPP options etc. of all the identified Project stretches based on available data, cost estimate, site visit, reconnaissance survey etc. As proposed stretches are located in various districts of Assam, the Consultant shall evaluate the advantages of bundling of packages based on geographical contiguity and viability. The Consultant should clearly mention the likely PPP options (BOT, Annuity etc.) for implementation of the Project. Based on the output and subject to approval, the Authority would decide on the way forward for conducting the detailed study for the Project.

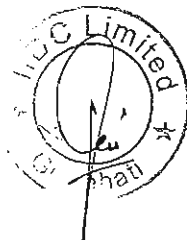
1.3. Detailed Feasibility Studies (Stage II)

The services are briefly explained hereunder:

1.4. Preliminary Surveys and Investigations


- a) Traffic Surveys: The Consultant shall, upon award of the Consultancy, submit its proposal regarding the locations of traffic survey stations along with an index plan giving the rationale of its proposal. Care shall be taken in proposing the locations in a manner that they capture the traffic in different sections.
- b) Classified traffic volume count: The traffic count data would be analysed to depict hourly and daily variations. The Abstract of traffic data would also be provided for each survey station.

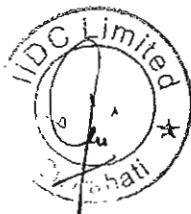

Chief Engineer, I.P.P. (B)
Assam, Government,
Guwahati-3.



श्रीमती सीमा जैन
श्री प्रमुख/Deputy Director
श्री वित्त विभाग/Ministry of Finance
एन.टी.ए. संस्थान, एन.टी.ए. भवन
एन.टी.ए. संस्थान, एन.टी.ए. भवन
एन.टी.ए. संस्थान, एन.टी.ए. भवन

- c) Origin-Destination and Commodity Movements Survey: The data derived from surveys shall also be analysed to bring out the lead and load characteristics. The data analysis should also bring out the requirement for the construction of roads. The commodity movement data should be duly taken into consideration while making the traffic demand estimates.
- d) Traffic demand assessment: The Consultant shall make an assessment of the traffic demand for the Project Highway for a period of 10 (ten) years, 15 (fifteen) years and 20 (twenty) years respectively based on analysis of traffic counts, trend growth and growth in the influence area of the Project Highway. Normally, an annual growth rate of 5 percent shall be assumed. Any variation would have to be justified with reasons, including analysis of past trends. Based on the assessment of the traffic demand on the various sections of the Project Highway, the Consultant shall also provide a broad assessment of the year in which capacity augmentation may be required. The Consultant shall also provide sensitivity analysis due to change in assumption of traffic projections.
- e) Intersection volume count and design: The data at each location shall be presented and analysed to identify suitable treatment viz. at-grade intersection, grade separator without ramps or interchange with ramps in the light of warrants and criteria specified in the Manual. The type and layout proposed by the Consultant for each location shall be furnished along with the analysis supporting the same. Where an interchange with ramp is indicated by the analysis, its type should be determined keeping in view the site conditions. The amount of additional land required, if any, at each of the intersection on the Project Highway shall be clearly stated and brought out. For all cases where grade separators without ramps or interchanges with ramps are proposed, the possibility of their provision on the Project Highway in a phased manner shall be duly examined and a report on the cost-effectiveness of the Consultant's proposal submitted for consideration of the Authority to enable it to specify such requirements in the relevant Schedules of the Concession Agreement.
- f) Pedestrian/Cattle crossing demand assessment.


 Chief Engineer, P.W.D. (R)
 Assam, Guwahati
 Guwahati-781001



श्रीमती सीमा जैन
 वरिष्ठ निदेशिका / Deputy Director
 वित्त विभाग / Ministry of Finance
 कृषि और पशुधन विभाग, एन.डी.ओ.
 नई दिल्ली / Govt. of India
 नई दिल्ली / New Delhi

- g) Review of alternate alignments: The Consultant will carry out the following:
- Preliminary reconnaissance survey of the project area including activities such as identifying general topography and physical features using Survey Of India maps, Satellite imageries and ground surveys;
 - Detailed reconnaissance studies of the project influence area to examine various alternatives, feasibility of bridge construction, terrain, soil and drainage condition, preliminary environmental and social assessment etc;
 - Preliminary alignment survey for the identified alternate alignment using GPS and to carryout walkthrough surveys to identify engineering, environmental and social features of the alignment
 - Strip plans shall be made for various alignment alternatives and an optimal alignment shall be recommended after detailed analysis of alternatives;
- h) Engineering surveys and investigations: The engineering surveys and investigations shall be divided into the following components:
- Topographic, alignment and land use survey
 - Road inventory survey
 - Road condition survey
 - Bridge condition survey
 - Soil, geo-technical, material, hydrology and drainage surveys
- i) Proposal for Sections passing through urban areas: The Consultant would identify the stretches of the Project Highway which pass through the urban areas. For each of these stretches, the Consultant shall prepare an improvement plan of the stretch to provide a four-lane divided carriageway with footpaths, covered drains, etc. Possibility of providing service roads shall also be explored and indicated. If there is any constraint due to available ROW or additional land to be acquired, the same shall be brought to the attention of the Authority on immediate basis. In such situations, a bypass may be needed to avoid the urban area.

[Handwritten Signature]
 Chief Engineer, T.D. (3)
 Guwahati



श्री श्री श्री SURENIA JAIN
 Deputy Director
 Ministry of Finance
 and Department of Economic Affairs
 Government of India
 New Delhi

- j) ROBs/RUBs: The Consultant shall identify all locations of the existing railway level crossings on the Project Highway. Data regarding number of closures per day shall be provided. Normally, all level crossings are to be replaced with ROBs/RUBs. However, the Consultant may propose retention of such railway crossings which are on sidings etc. where it would not be cost-effective to replace them with ROBs/RUBs. The Consultant shall prepare and submit indicative GADs of the proposed ROBs/RUBs including viaduct portion in the approaches based on preliminary consultation with the railway authorities concerned. (The GAD of ROBs/RUBs existing or under construction in the vicinity of the Project Highway could also be kept in view).
- k) Protective works in hill sections, retaining walls, breast walls, etc.: For the stretches passing through hills, the Consultant shall identify the broad requirements of retaining walls, breast walls, etc. for the purposes of preparing rough cost estimates.
- l) Road signs, safety devices: The Consultant shall propose provision of Road Signs, Pavement Markings, Safety Barriers, Railings, Delineators, Chevron Markings, Traffic Attenuators, Road Boundary Stones, Km Stones, 200 m Stones. It shall also include Crash Barriers for existing bridges. The Consultant shall propose overhead signs on the Project Highway and provide an outline of the same giving size and location.
- m) Toll Plazas: The Consultant shall investigate and propose suitable location(s) for the Toll Plaza(s), within a range of 1000 m, keeping in view the requirements laid down in the Toll Rules, Model Concession Agreement and the Manual. It shall provide a typical layout plan for each Toll Plaza and indicate the additional land required keeping in view the requirements laid down in the Manual.
- n) Truck lay-byes: The Consultant shall undertake field surveys and identify suitable locations for provision of truck lay-byes on the Project Highway. Truck lay-byes shall, in general, be located near check-barriers, interstate borders, places of conventional stops of the truck operators etc. The length of each such truck lay-by-e shall also be indicated.

Chief Engineer (Roads) (S)
Assy. Commr. (Roads)
Gwalior-2




श्रीमती श्री / SREMA JAIN
 उपायुक्त / Deputy Quarter
 उच्च न्यायालय / Ministry of Finance
 और न्याय / Department of
 न्याय / Department of
 न्याय / Department of

- o) Bus bays and bus shelters: The Consultant shall undertake field surveys and identify suitable locations for provision of bus bays and bus shelters on the Project Highway. As far as possible, bus bays shall not be located on horizontal curves, summit of vertical curves and bridges. Good visibility must be ensured. Further, the bus bays should not be too close to major intersections. The length of each such bus bay shall also be indicated. The Consultant shall also indicate the locations of bus stands/bus stops provided by the concerned State Transport Authorities on the Project Highway.

1.5. Social Impact Assessment

The Consultant shall undertake social impact assessment due to the improvements proposed on the Project Highway, especially the persons affected due to the Project and requiring resettlement and rehabilitation. The extant policies and guidelines of the government would be kept in view while undertaking the assessment. He shall prepare a plan for involuntary resettlement and land acquisition, which shall include the following:

- a) Prepare in accordance with guidelines of the Government, a draft Resettlement and Land Acquisition Plan.
- b) Prepare area specific social assessments to support development of a locally relevant approach to resettlement which provides benefits to people in the Project's area of influence, which include socioeconomic conditions, social service infrastructure, and social institutions and organization, in accordance with the Government policies and guidelines.
- c) These social assessments should include gender and local ethnic aspects.
- d) Provide recommendations and action plan for the Concessionaire to undertake, at the detailed design stage, a full census and inventory of lost assets (households, shops and agricultural and other lands, or access to current income-generating activities, including impacts caused by permanent or temporary acquisition) of affected people and a baseline socioeconomic survey of the affected population.
- e) Determine the scope and magnitude of likely resettlement and land acquisition effects, and list likely losses of households, agricultural lands, business and income opportunities, as well as affected communal assets and public buildings.


 Chief Engineer, I.I.D.C. (P)
 Assam, Guwahati
 Guwahati-1.



श्रीमती/ श्रीमती जयि
 एन. एन. डायरेक्टर
 एन. एन. डायरेक्टरी ऑफ फाइनेंस
 एन. एन. डायरेक्टरी ऑफ एन. एन. डायरेक्टरी
 एन. एन. डायरेक्टरी ऑफ एन. एन. डायरेक्टरी
 एन. एन. डायरेक्टरी ऑफ एन. एन. डायरेक्टरी



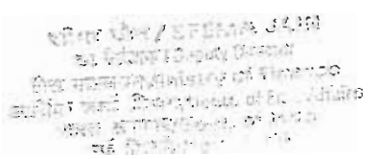
- f) In consultation with local stakeholders, government and the Authority, develop an entitlement matrix, on the basis of the consultations, socioeconomic surveys, and inventories of losses that will determine the amount of compensation in accordance with the guidelines and policies of the Government.
- g) Prepare the plans with full stakeholder participation, including the Government and the Authority. Consult with affected persons and community-based organizations to ensure that all affected persons have been fully informed of their entitlements through the consultative processes initiated by the Government and the Authority. Ensure that communities and displaced persons understand the project, its impacts, and the responsibilities of the parties.
- h) Analyse and confirm the following aspects that will apply to land acquisition and resettlement in the project area: (i) laws and regulations, including local practices;(ii) budgetary processes for involuntary resettlement and land acquisition; (iii)schedules for these activities that are coordinated with the construction schedule; and (iv) administrative arrangements and requirements

1.6. Environment Impact Assessment

- a) The Consultant shall undertake environment impact assessment of the Project Highway as per provisions of the Applicable Laws on environment protection and identify a package of measures to reduce/eliminate the adverse impact identified during the assessment. An environmental impact assessment report and environmental management plan shall be prepared based on such assessment. The management plan shall include project specific mitigation and monitoring measures for identified impacts as well as management and monitoring plans to address them.
- b) The Consultant shall also assist the Authority in conducting public hearings and addressing the comments and suggestions received during the EIA process with a view to getting environmental clearance from the competent authority.

1.7. Preliminary Designs

The Consultant shall arrive at the preliminary designs of various components of the Project Highway keeping in view the requirements of the Manual and the scope of services described in this TOR. It shall be responsible for the accuracy of the physical


details such as alignment, right of way, abutting land use, assets within the right of way including safety devices, utilities, trees, service roads, cross drainage structures, etc. The layout and preliminary designs shall be supplemented with explanatory drawings, statements, charts, notes as necessary.

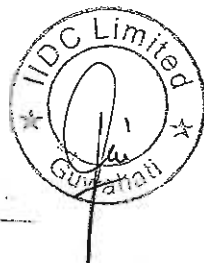
1.8. Project Cost

The Consultant shall work out indicative BOQ of various components and prepare rough cost estimates of the Project Highway with a break up of cost for each component separately. To the construction cost so arrived at, the Consultant may add 25% thereof as a lump sum provision for physical and price contingencies, interest during construction and other financing costs, pre-construction expenses etc.

1.9. Financial Analysis

- a) The Consultant shall identify and quantify all costs, expenses and revenues of the Project, and shall prepare cash-flow statements for the concession period. Based on the above, the Consultant shall prepare the Revenue Model which will indicate the possible capital structure, likely sources of financing, the costs of financing, the cash flow, debt service, return on investment etc. (the "Revenue Model").
- b) While undertaking the financial analysis and projecting the IRR, the following assumptions shall be adopted:
 - Capital cost shall be adopted as per estimates of construction cost to which 25% shall be added for physical and price contingencies, interest during construction, other financing costs etc;
 - debt equity ratio may be assumed as 70:30;
 - O&M costs may be assumed as per norms of the Authority;
 - the concession period may be fixed by reference to the year in which the projected traffic would exceed the design capacity of the Project Highway; and
 - growth rate of traffic may be assumed at 5% per annum
- c) The Consultant shall:
 - calculate the NPV and EIRR for the Project. It will undertake sensitivity analysis by identifying the most critical factors and determine their impact on the EIRR, including varying project costs and benefits, implementation period, and combinations of these factors; and


Chief Engineer, I.R.D. (R)
Assam, Guwahati
GWA/193



श्रीमती सीमा / SEEMA JAIRI
उप निदेशिका / Deputy Director
सूक्ष्म वित्त विभाग / Ministry of Finance
संघीय वित्त विभाग / Deptt. of Fin. Affairs
नयाँ दिल्ली / Govt. of India
नयाँ दिल्ली / New Delhi

- conduct a risk analysis (using the Monte Carlo method) by considering the possible values for key variables based on records, and their occurrence probability.
- d) If the EIRR of the Project, based on the aforesaid calculations is less than 15%, an effort should be made to reduce the capital costs in consultation with the Authority. This may be done either by omitting/ modifying some of the proposed structures or by phasing them after a period of seven years or more, such that the EIRR reaches a minimum of 15%. In any case, the Consultant has to suggest the likely options for implanting the Project through PPP.
- e) The Consultant shall also identify and quantify the estimated financial impact of the Project on the resources of the Central / State Governments and the Authority.

1.10. Bid Process Management

The Consultant shall assist the Authority in the bid process for selection of the Concessionaire from among the Bidders and till the signing of the Concession Agreement. This will primarily relate to participation in pre-bid meetings, organizing stakeholder's meeting, answering questions or issuing clarifications with the approval of the Authority and pre-qualification process. The Consultant shall also assist the Authority in engaging with the bidders on different aspects of the Project such as its assets, the process of the transaction, the Revenue Model and the structure of the Project. It will also assist the Authority in preparing internal notes and projections for securing governmental approvals, if any.

The Consultant shall finalise bidding documents i.e. Request for Qualification (RFQ), Request for Proposal (RFP) and draft Concession Agreement (DCA) based on the Model RFQ, RFP and MCA published by the Planning Commission and is available at www.infrastructure.gov.in. The Consultant shall also maintain, update and disseminate the necessary data and information related to the Project and the bid process.

1.11. Rendering advisory services

The Consultant shall provide such other advice and assistance as may be necessary and incidental to the Services and as may be requested by the Authority in respect of the Project, including but not limited to attending meetings, conferences and discussions with the Authority, and shall otherwise advise on and assist the Authority in the diverse commercial issues that may arise from time to time. The Consultant shall be responsible primarily for providing advice relating to financial issues arising from or during the course of the bidding process and the documents relating thereto.

(Handwritten signature)
 Chief Engineer, IITD (P)
 Ahmed, G. V.
 Guruhati



श्रीमती श्रीमती / SHEELA JAIN
 से प्रमुख/प्रमुख अधिकारी
 के अख्यकार्य विभाग में
 अधिकारी/अधिकारी
 के अख्यकार्य विभाग में
 के अख्यकार्य विभाग में

2. DELIVERABLES

In pursuance of this TOR, the Consultant shall undertake/deliver the following deliverables (the "Deliverables") during the course of this Consultancy. Each deliverable shall include an executive summary, analyses, assumptions, results of computations, tables, charts, recommendations, and such other contents that generally comprise deliverables for similar consultancy work by way of best practices. 5 (five) hard copies and 3 (three) soft copies of all the Reports mentioned herein below shall be submitted to the Authority. The deliverables shall include:

2.1 Inception Report

On commencement of the Consultancy, the Consultant shall prepare and submit an Inception Report (the "Inception Report"). The Inception Report shall be a further elaboration of the Consultant's submissions towards understanding of the RFP, the methodology to be followed and Work Plan, etc.

2.2 Pre-feasibility Report

Within a period of six weeks from the date of signing the agreement, the Consultant shall submit a Pre-feasibility Study Report where it should clearly spell out the broad strategy for structuring the Project and determining the viability gap funding assuming an EIRR of 15%. The Report should give an outline of the alignment of the Project Highway, assessment of traffic based on available and collected data, benefit analysis, preliminary cost of the Project, revenue, cash flows etc. Upon receiving comments from the Authority, the Consultant shall submit the final Pre-feasibility Report within a period of 2 weeks from the date of approval.


In the event that a viable project does not seem possible, the Consultant shall not proceed with the Consultancy and the same shall be terminated, Upon such termination, the Consultant shall be entitled to a payment of maximum 25% (twenty five per cent) of the fee quoted and accepted by the Authority.

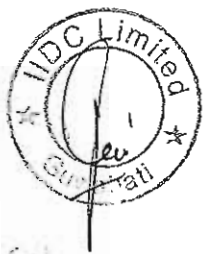
2.3 Draft Detailed Feasibility Report

The draft Detailed Feasibility Report should contain the following:

a) Survey Report

- Topographic survey of the Project Highway


Chief Engineer, P.W.D., (-)
Assam, Guwahati,
Guwahati-3,



Chief Engineer / BEEMA JANI
of P.W.D. Guwahati
Assam, Ministry of Finance
and Development, Assam
Guwahati-3

- Classified traffic volume count and Origin – Destination survey giving an analysis of hourly and daily variations.
- Report on traffic survey and demand assessment
- Traffic and toll forecasting for years. 10 (ten), 15 (fifteen), 20 (twenty) and 25 (twenty five) years.
- Inventory survey report
- Road and bridge condition survey report
- Soil, geotechnical and drainage report

b) Proposed Alignment of the Project Highway

- Identification of geometric deficiencies and construction of new bridges and other grade separated structures
- Proposed alignment together with proposed geometric improvement
- Land Plan schedules (ROW) for acquisition of additional land where required for widening of road, geometric improvements, new bridges and other grade separated structures, intersections, inter-changes, service roads etc. and land required for facilities such as toll plazas, truck lay-byes, bus bays, etc.
- An Index Plan of the Project Highway
- Plans, L-sections, and typical cross-sections showing the existing features within the ROW (e.g. carriageway, structures, drains, crash barriers, service roads, utilities, adjoining land use, intersecting roads/access roads, road side developments etc.) with the proposed improvements marked thereon (e.g. raising of embankment, widening of embankment, geometric improvements, widening or reconstruction of structures, new subways/underpasses/grade separators, service roads, arrangements for merging/diverging, traffic circulation, relocation of utilities, etc.)
- Utility – wise preliminary plans together with approximate costs for shifting/relocation

c) Reports on social impact assessment and environment impact assessment

d) Preliminary Designs

- Preliminary designs of the Project Highway including service roads, consistent with the existing facility and the additional requirements

*Chief Engineer, NH&M,
Assam, Guwahati*




श्री श्री / श्रीमा जयि
श्री श्री / Deputy Director
श्री श्री / Ministry of Finance
श्री श्री / Government of India
श्री श्री / New Delhi

- Preliminary pavement design for new carriageway and strengthening of existing carriageway along with typical cross-sections
 - Options for retention of existing bridges and other structures or their replacement by new structures together with preliminary design. For new bridges, the length from abutment to abutment shall not be less than the length of the existing bridge and foundations need not be above the existing foundations unless soil conditions justify otherwise.
 - indicative GAD of bridges, ROBs/RUBs and grade separators
 - Preliminary drainage assessment
 - Preliminary layout of inter-sections, grade separators and interchanges with ramps.
- e) Project Costing
- BOQ and Specification
 - Cost Estimate for construction of Project Highway
 - Total Project Cost
- f) Financial assessment of the Project
- Assumptions for finalization of Revenue Model
 - Cash flow statements
 - IRR for a10 (ten) year, 15 (fifteen) year, 20 (twenty) year and 25 (twenty five) year concession period respectively
 - Likely viability gap funding for the Project
 - PPP Options (BOT, Annuity or variants)
 - Final Revenue Model
- g) Implementation Schedule
- Construction period
 - Likely delays, if any, on account of land acquisition and other clearances

2.4 Project Appraisal Report

Based on the analyzed data, ground scenario, Feasibility Report, investment climate of the region, estimated capital costs, O&M costs, revenues etc. the Consultant shall prepare an Appraisal Report for the Project outlining the salient features of the Project, its financial viability and its social and economic benefits, PPP options for implementation, sources of funds etc. (the "Appraisal Report").


 Chief Engineer, NHDP (I)
 Guwahati



স্বাক্ষরিত
 প্রকল্প পরিচালক
 জাতীয় হাইওয়ে
 অধিদপ্তর, গুৱাহাটী
 অসম

In the event that a viable project does not seem possible, the Consultant shall not proceed with the bid process and the same shall be terminated. Upon such termination, the Consultant shall be entitled to a payment of maximum 60% (sixty per cent) of the fee quoted and accepted by the Authority.

3. TIME AND PAYMENT SCHEDULE

3.1 Duration of the Assignment

- a) The total duration for the Assignment shall be 52 (fifty two) weeks, excluding the time taken by the Authority in conveying its comments on the Reports. The Consultant shall deploy its Key Personnel as per the Deployment of Personnel proposed.
- b) Time schedule for important deliverables (the "Key Dates") of the Consultancy and the payment schedule linked to the specified deliverables are given below:

Key	Description of Deliverables	Week No.	Payment	Stages
KD1	Inception Report	1	10%	Stage I (Maximum 25% payment)
KD2	Draft Pre-Feasibility Report	6	10%	
KD3	Final Pre-Feasibility Report	8	5%	
KD4	Draft Feasibility/DPR Report	18	20%	Stage II (Maximum 35% payment)
KD5	Project Appraisal and Final Feasibility/DPR	20	15%	
KD6	Assistance in the RFQ document and conducting the RFQ process	24	5%	
KD7	Assistance in finalizing the RFP and Concession Agreement	28	5%	
KD8	Assistance in conducting the Bid Process	32	10%	
KD9	Completion of Services including Contract Negotiations, signing of Agreement, bid closure etc.	52	20%	
	Total		100%	


 CHIEF ENGINEER (TECHNICAL)
 Department of Public Works,
 Government of India



श्रीमती सीमा जैन
 एच. पी. पी. / Deputy Director
 एच. पी. पी. / Ministry of Finance
 एच. पी. पी. / Dept. of Ex. Affairs
 एच. पी. पी. / Govt. of India
 एच. पी. पी. / New Delhi


- c) In the event that the Consultancy is terminated by the Authority prior to its completion, the Consultant shall be entitled to (a) full payment for the Deliverables completed by it; and (b) payment for 60% (sixty per cent) of the man hours actually expended by it on the work not linked to the completed Deliverables.

3.2 Meetings

- a) The Authority may review with the Consultant, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in Guwahati at the Authority's office. Further, the Consultant may be required to attend meetings and conferences with pre-qualified bidders or the Selected Bidder. The expenses towards attending such meetings during the period of Consultancy, including travel costs and per diem, shall be reimbursed in accordance with the Financial Proposal contained in Form-2 of Appendix-II of the RFP. In the case of an outstation Personnel, the days required to be spent at the office of the Authority shall be computed at the rate of 8 man hours a day. For a Consultant having its office within Guwahati, the time spent during meetings in Guwahati shall be calculated as per actual. No travel time shall be payable.
- b) The Authority may, in its discretion, require the Consultant to participate in extended meetings and/ or work from the offices of the Authority and the Consultant shall, on a best endeavour basis and without unreasonable delay, provide such services at the offices of the Authority.

3.3 Consultancy Team

- a) The Consultant shall form a team (the "Consultancy Team") for undertaking this Assignment. The Consultancy Team shall consist of experts who have the requisite qualifications and experience. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise as required for the services to be rendered by the Consultant shall be included in the Team either through the Key Personnel specified below or through other Professional Personnel, as necessary.


Chief Engineer, IITD, (C)
Asstt. Commr. (C)
Guwahati-2.



श्रीमती श्रीमती सीमा जॉय
का निमित्त/ Deputy Director
श्रीमती श्रीमती Ministry of Finance
आर्थिक मामलों/ Deptt. of Eco. Affairs
का निमित्त/ Secy. of India
नई दिल्ली/ New Delhi

Senior Highway Engineer-cum-Team Leader (the "Team Leader")

Educational Qualification	Graduate in Civil Engineering
Essential Experience	15 (fifteen) years in planning, project preparation and design of highway projects. He should have led the team in preparation of Feasibility studies/ Detailed Project Reports for 5 (five) Eligible Assignments
Job Responsibilities	He will lead, co-ordinate and supervise the Team for delivering the Consultancy in a timely manner as envisaged in this RFP. He shall not delegate his responsibilities except with the prior written approval of the Authority.
Minimum Time Required on Site	24 days

Bridge Engineer

Educational Qualification	Graduate in Civil Engineering
Essential Experience	15 (fifteen) years in Analysis of Condition of existing Bridges and Design of major Highways Bridges, Flyovers, Road Over Bridges. He should have worked as a Bridge Engineer in 3(three Eligible Assignments
Job Responsibilities	He will responsible for suggesting options for retention of existing Bridges or their replacement and propose preliminary Design solution etc.
Minimum Time Required on Site	20 days

Road Sector Expert or Traffic - cum - Safety Expert

Educational Qualification	Graduate in Civil Engineering
Essential Experience	10 (ten) years in analysis of condition of existing roads, conducting traffic surveys, finalisation of road alignments, detailed cost estimates etc. He should have worked as a Road sector expert or Traffic/ Transportation Engineer/ Planner in 3 (three) Eligible Assignments

[Signature]
 Chief Engineer, P.W.D. (3)
 Assam, Guwahati.
 Guwahati-1.



MR. CH. VERMA JAIN
 Sr. Project / Deputy Director
 The Government of Assam
 Public Works Department
 Guwahati

Job Responsibilities	He will be responsible for assessment of traffic forecast on the project Roads and suggesting broad layout of intersections, interchanges, grade separators and safety devices, finalise the detailed cost estimates, suggest the specification etc.
Minimum Time Required on Site	30 days

Environmental Expert

Educational Qualification	Master in Environmental Science or Equivalent
Essential Experience	5 (five) years in Environmental studies. He should have worked as Environmental Expert in 2 (two) Eligible Assignments
Job Responsibilities	He will conduct the Environmental Impact Assessment of the project.
Minimum Time Required on Site	7 days

Social Expert

Educational Qualification	Master in Sociology or Equivalent.
Essential Experience	5 (five) years in the field of Social Impact Assessment & Rehabilitation and Resettlement of PAPs and undertake various studies of social importance of the project. He should have worked as Social & Resettlement and Rehabilitation Expert for 2(two) Eligible Assignments
Job Responsibilities	He should have worked out Social Impact Assessment of the Project, Resettlement and Rehabilitation of PAP
Minimum Time Required on Site	24 days

Chief Engineer, N.E.D. (N)
Assm. Engr. Office,
Guwahati.



श्रीमती/ श्रीम. जैमिनी
अधीक्षक/ Deputy Director
श्रीम. मंत्रालय/ Ministry of Finance
अधीक्षक/ Deputy Director of Soc. Affairs
अधीक्षक/ Deputy Director of India
नई दिल्ली/ New Delhi


Financial Analyst cum PPP Expert

Educational Qualification	MBA/CA/CFA or equivalent
Essential Experience	10 (ten) years in financial analysis and modeling of infrastructure projects, experience in bid process management. He should have worked as member of a financial team in preparation of Revenue Model and/or Bid Documents for at least 2 (two) Eligible Assignments.
Job Responsibilities	He will be responsible for financial analysis and modeling of the proposed Project and also be responsible for project structuring, finalizing the RFP/RFQ for procurement of Developer, etc
Minimum Time Required on Site	24 days

Legal Expert

Educational	LLB/LLM
Essential Experience	10 (ten) years in legal issues related to infrastructure projects, experience in bid process management He should have prepared Concession Agreement for at least two Eligible Assignments.
Job Responsibilities	He will assist the Team Leader and PPP Expert in finalizing various issues related to regulatory framework, finalise the Concession Agreement etc.
Minimum Time Required on Site	18 days

- b) The Consultant shall mobilise and demobilise its Professional Personnel and Support Personnel with the concurrence of the Authority and shall maintain the time sheet/ attendance sheet of the working of all Personnel in the Project Office.


 Chief Engineer, P.P.D. (3)
 Govt. of India



श्रीमती जे.ए.ए.ए.ए.ए.
 जे.ए.ए.ए.ए.ए.ए.ए.ए.
 जे.ए.ए.ए.ए.ए.ए.ए.ए.
 जे.ए.ए.ए.ए.ए.ए.ए.ए.
 जे.ए.ए.ए.ए.ए.ए.ए.ए.
 जे.ए.ए.ए.ए.ए.ए.ए.ए.

- c) The Consultant shall establish a Project Office at a suitable location in Guwahati for efficient and coordinated performance of its Services. All the Key Personnel shall be deployed at this office during the first 12 weeks as specified in the Manning Schedule forming part of the Agreement. The authorised officials of the Authority may visit the Consultant's Project Office at any time during office hours for inspection and interaction with the Consultant's Personnel.

3.4 Reporting

- a) The Consultant will work closely with the Authority. The Authority has established a Working Group (the "WG") to enable conduct of this Assignment. A designated Project Engineer of the Authority will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.
- b) The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the Authority.
- c) The Consultant will make presentation to the Authority as and when required to finalise various issues.
- d) Regular communication with the WG and the Project Engineer is required in addition to all key communications.
- e) The Deliverables will be submitted as per schedule provided in this RFP.

4.5 Documents to be made available by the Authority

- a) The Authority shall provide to the Consultant the following:
- A copy of the Toll Rules
 - Any other information related to the Project
- b) Available data as may be required by the Consultant will be provided by the Authority on request. The Nodal Officer designated by the Authority shall facilitate handing over of such information to the Consultant.



Chief Executive Officer (CEO)
Assam Roadways Corporation
Guwahati



श्रीमती/श्रीमान जयि
के सिन्हा / Deputy Director
पर वित्त / Ministry of Finance
सुपरी त्तरी / Deputy Secretary of Govt. of Assam
वित्त / Ministry of Finance, Govt. of India
के वित्त / Ministry of Finance

4.6 Completion of Services

- a) All the Deliverables shall be compiled, classified and submitted by the Consultant to the Authority in soft form, to the extent possible. The documents comprising the Deliverables shall remain the property of the Authority and shall not be used by the Consultant for any purpose other than that intended under these Terms of Reference without the permission of the Authority. The Consultancy shall stand completed on acceptance by the Authority of all the Deliverables of the Consultant. Unless completed earlier, the Services shall be deemed completed and finally accepted by the Authority and the final Deliverable shall be deemed approved by the Authority as satisfactory upon expiry of 60 (sixty) days after receipt of the final Deliverable unless the Authority, within such 60 (sixty) day period, gives written notice to the Consultant specifying in detail, the deficiencies in the Services. The Consultant shall thereupon promptly make any necessary corrections and/or additions, and upon completion of such corrections or additions, the foregoing process shall be repeated. The Consultancy shall in any case be deemed to be completed upon expiry of 1 (one) year from the Effective Date, unless extended by mutual consent of the Authority and the Transaction Adviser.
- b) 20% (twenty percent) of the Agreement Value has been earmarked as lump sum payment to be made to the Consultant upon execution of the Concession Agreement (the "Lump Sum Payment"). In consideration of the Lump Sum Payment, the Consultant would provide such services as may be required by the Authority for concluding the Bid Process and execution of the Concession Agreement. In the event the Concession Agreement does not get executed within 18 (eighteen) months of the Effective Date, the Consultancy shall stand completed as specified above, but no Lump Sum Payment shall be due to the Consultant.


Chief Engineer, P.W.D. (3)
Assam, Charanpur,
Guwahati-781



श्रीमती श्रीमती / SREEMA JAIN
अधीक्षिका / Deputy General
अधीक्षिका / Ministry of Finance
अधीक्षिका / Ministry of External Affairs
अधीक्षिका / Govt. of India
अधीक्षिका / New Delhi

SCHEDULE IV

BANK ACCOUNT DETAILS

1. Designated Account

(Details to be filled by Sponsoring Authority)

Account Name : IWAI
Account Number : 801101011000196
Name of the Bank : Vijaya Bank
Branch & IFSC Code : Silphukhuri, Guwahati
: VIJB0003030

Authorised Cheque signing Authority: Executive Engineer, PWD

North Guwahati State Road Division

2. Beneficiary Account

(Details to be filled by Transaction Advisor)

Account Name : IIDC Limited
Account Number : 00032320006168
Name of the Bank : HDFC Bank
Branch & IFSC Code : K.G. Marg, New Delhi
: HDFC0000003

Authorised Cheque signing Authority: Vikas Verma


Chief Engineer, P.W.D. (S)
North Guwahati
Guwahati-3



Chief Engineer, P.W.D. (S)
North Guwahati
Guwahati-3