



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

CONTRACT FOR PROVIDING INDIVIDUAL CONSULTANT'S SERVICES

FOR

FINANCIAL MANAGEMENT

between

Chief Engineer, World Bank Projects, Odisha

on behalf of Odisha Works Department, Government of Odisha

and

Mr. Jayadev Mishra

VIM-825, Sailashree Vihar,
Bhubaneswar-751021
Email : jayadevm54@gmail.com
Mob: 9861145511

Project Management Unit, Odisha State Roads Project
Office of the Engineer-in-Chief (Civil), Odisha,
Nirman Soudha, Keshari Nagar, Unit - V, Bhubaneswar - 751 001
Tel: +91 674 239 6783 , Fax: +91 674 239 0080, Email: pmuosrp@gmail.com

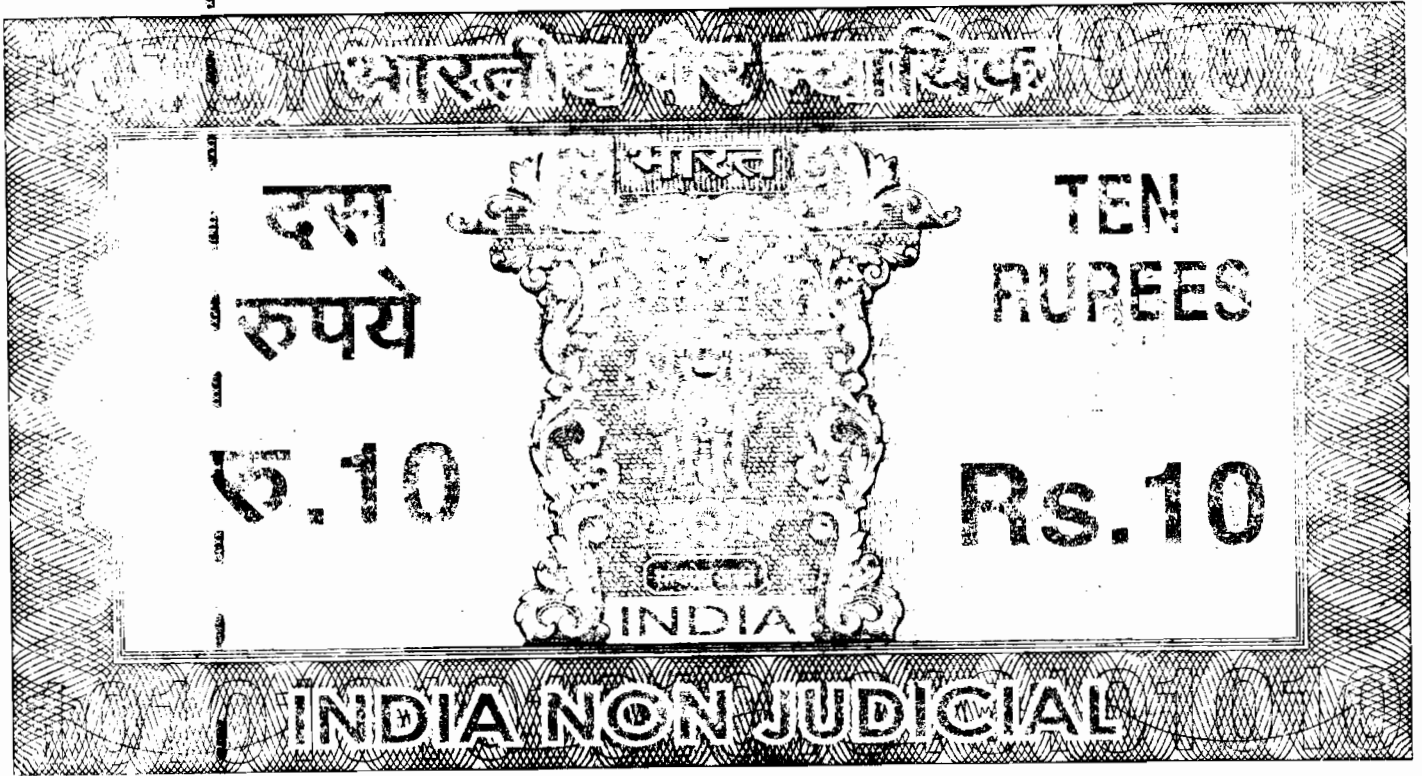
June 28, 2013

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Consultant


Chief Engineer
World Bank Projects, Odisha



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CONTRACT

for Providing Individual Consultant's Services for Financial Management

This contract ("Contract") is entered into on the 28th day of June, 2013, by and between the Chief Engineer, World Bank Projects, Odisha ("the Client") having its principal place of business at Office of the Engineer- in- Chief (Civil), Nirman Soudha, Keshari Nagar, Bhubaneswar 751001, and Mr. Jayadev Mishra ("the Consultant") having his principal office located at VIM-825, Sailashree Vihar, Bhubaneswar-751021, Email : jayadevm54@gmail.com and Mobile No: 9861145511.

WHEREAS, the Client wishes to have the Consultant performing the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:


Consultant


Chief Engineer
World Bank Projects, Odisha

9925 - World Bank

Prayagraj

24/6/2018

Chandigarh

DISTRICT TREASURY
KHURDA, BHUBANESWAR
20 JUN 2018
ADDL. TREASURY OFFICER

[Signature]

Tinadh Day

[Signature]
STAMP VENDOR
BHUBANESWAR

- 1. Services**
- (i) The Consultant shall perform the services specified in Annexure A, "Terms of Reference and Scope of Services," which is made an integral part of this Contract ("the Services").
 - (ii) The Consultant shall provide the reports listed in Annexure B, "Consultant's Reporting Obligations, Methodology & Time Schedule," within the time periods listed in such Annexure, and, "Cost Estimate of Services, and Schedule of Rates" to perform the Services, provided at Annexure C.
- 2. Term**
- 2.1 The Consultant shall perform the Services during the period commencing *July 1, 2013* and continuing through *June 30, 2015* or any other period as may be subsequently agreed by the parties in writing.
 - 2.2 The Client may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give the consultant, notice of any changes. In the event of termination, the consultant shall be paid for the services rendered for carrying out the assignment to the date of termination, and the Consultant will provide the Client with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
- 3. Payment**
- A. Ceiling

For Services rendered pursuant to Annexure A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs. 20,40,000/- (Rupees Twenty Lakh Forty Thousand) only exclusive of Service tax payable in India. The payments made under the Contract consist of the Consultant's remuneration as defined in sub-paragraph B below and of the reimbursable expenditures as defined in sub-paragraph C below.
 - B. Remuneration

The Client shall pay the Consultant for Services rendered at the rate Rs. 70,000/- per month spent in accordance with the rates agreed and specified in Annexure C, "Cost Estimate of Services, and Schedule of Rates."


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C. Reimbursable & Fixed out-of pocket expenses

The Client shall pay the Consultant for reimbursable expenses, which shall consist of expenditure as detailed at Annexure- C.

D. Payment Conditions

Payment shall be made in INR not later than 30 days following submission of invoices in duplicate to the Coordinator designated in paragraph 4.

E. The Consultant shall pay the taxes, duties fee, levies and other impositions levied under the applicable law and the Client shall perform such duties, in regard to the deduction of such tax at source (TDS) as may be lawfully imposed.

4. Project Administration

A. Coordinator

The Client designates *Er. Bijoy Chandra Tripathy, Superintending Engineer, Project Management Unit, OWD, presently functioning under the Chief Engineer, World Bank Projects, Odisha* as Client's Coordinator; the Coordinator shall be responsible for the coordination of activities under the Contract, for receiving and approving invoices for payment, and for acceptance of the deliverables by the Client.

B. Timesheets

During the course of their work under this Contract, including field work, the Consultant may be required to complete timesheets or any other document used to identify time spent, as well as expenses incurred, as instructed by the Client's Coordinator.

C. Records and Accounts

The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under this Contract during its term and any extension, and for a period of three months thereafter.


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- 5. Performance Standard** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 7. Ownership of Material** Any studies, reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software.
- 8. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services or any continuation thereof) for any project resulting from or closely related to the Services.
- 9. Insurance** The Consultant will be responsible for taking out appropriate insurance coverage for the staff engaged, if any. The Consultant shall provide the Client with certification thereof upon request.
- 10. Assignment** The Consultant shall not assign this Contract or Subcontract any portion of it without the Client's prior written consent.
- 11. Law Governing Contract and Language** The Contract shall be governed by the laws of Union of India, and the language of the Contract shall be English. The Consultant shall indemnify and hold harmless the Client against any and all claims, demands, and/or judgments of any nature brought against the Client arising out of the services by the Consultant and its staff under this Contract. The obligation under this paragraph shall survive the termination of this contract.
- 13. Dispute Resolution** Any dispute arising out of this Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.
- 14. Corrupt & Fraudulent Practices** The Consultant shall agree to the Bank's Policy on Corrupt and Fraudulent Practices as per the Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits


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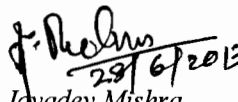
& Grants by World Bank Borrowers, dated January 2011, as provided in Annexure D.

15. Other References The Curriculum Vitae of the Individual Consultant provided at Annexure E and Award of Contract provided at Annexure F shall be referred to as part of the Contract.

FOR THE CLIENT :

FOR THE CONSULTANT


Mr. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Odisha,
Bhubaneswar.


Mr. Jayadev Mishra

Witnesses:

1. Mr. Kunja Bihari Panada
Financial Advisor, PMU

2. Mr. Manoranjan Misra
Executive Engineer, PMU


Manoranjan Misra
28/6/13

LIST OF ANNEXURE

- Annexure A: Terms of Reference and Scope of Services
- Annexure B: Consultant's Reporting Obligations, Methodology & Time Schedule
- Annexure C: Cost Estimate of Services, and Schedule of Rates
- Annexure D: Bank Policy – Corrupt & Fraudulent Practices
- Annexure E: Curriculum Vitae of Individual Consultant
- Annexure F: Award of Contract


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ANNEXURE A : TERMS OF REFERENCE & SCOPE OF SERVICES

1. BACKGROUND

The State Government of Odisha through Government of India has received a loan of about US\$250 million equivalent from the International Bank for Reconstruction and Development (World Bank) towards the cost of the proposed Odisha State Roads Project (OSRP) effective from July 2009 and intends to apply part of the proceeds of this loan to payments under the contract for Consultancy services for Financial Management Components.

The Loan is scheduled to be utilized for the following activities.

- (i) Improvement of Road Corridors
- (ii) Technical and advisory service for modernization of Odisha Works Department in establishing Road Asset Management System, in implementation of on IT/ ICT strategy, in improving OWD capacity in core Business function, Environment and Social Management, Road safety, Road Asset Management and to revise and update PWD codes, Manuals and other financial Rules,
- (iii) Technical assistance and advisory service to assist Government of Odisha to improve its road sector policy, institutional and legal frame work to align it with the rapidly changing environment and context and
- (iv) For operating costs to facilitate Project Implementation.

The Civil Works for approximately 204 Km of roads had already commenced since early 2009 under Phase-1 programme of OSRP and the balance roads of approximately 106 Km will be taken up for execution as Phase-2 programme, along with rehabilitation of other important highways of the State. Various consultancy services are also in operation for carrying out the tasks covered under Institutional Strengthening (IS) components and Supervision of road works. Other details on the Project can be accessed from the OSRP website www.osrp.gov.in.

To achieve the above objective of the Loan component the Government of Odisha has created a Project Management Unit where in the expenditure on the project is monitored in accordance with the Odisha Public works Accounting system and World Bank guidelines. The Project Management Unit (PMU) is exclusively headed by the Chief Engineer, World Bank Projects and assisted by appropriate professional and support staff. The fundflow to this project is through the Odisha Government Budget and the accounts of the expenditure is compiled by Accountant General, Odisha on receipt of monthly accounts from the PMU. The disbursement of the Loan is based on quarterly Financial Report based on interim unaudited financial report from Accountant General, Odisha which are finalized on Annual Audit Report.

Internal control needs to be exercised at various levels to ensure accuracy and reliability of Financial Management to avoid any error, wrong classification and

alarms or cautions any abnormal transactions and variations in the budget with check and balance at various levels. The success, efficiency and effectiveness of the financial management depend to a great extent on the quality of the internal control and financial discipline adopted by the organization. The Project estimate has therefore a provision of an individual Financial Management Specialist. As the project is in full swing, the Government of Odisha now intends to engage an experienced and qualified **Financial Management Specialist (FMS)** for Internal control and Audit to strengthen its capacity on financial management.

2. OBJECTIVES

The primary objective of the assignment is to provide consultancy services and assistance for the financial management aspects of the project such as maintenance of books of accounts, internal control and financial discipline as per the accounting policies, procedures, preparation of financial reports, project monitoring, auditing guided by the Odisha Public Works Accounts Code, Central Public Works Accounts Code as well as instructions and circulars issued by the Government of Odisha from time to time in order to be accepted by the World Bank from time to time.

3. SCOPE OF WORK AND METHODOLOGY.

The job responsibilities of the FMS shall include two aspects broadly, i.e. financial management and internal control; The proposed actions in these aspects shall be but not limited to the following.

Financial Management:

- a. To render advice to the Chief Engineer, World Bank Projects on financial management issues relating to the project. This advice shall include reviewing and/or provide substantive guidance in drafting various documents/ correspondence/ reports on all financial issues of contracts including variation orders, extension of time, contractual notices, termination (if required) as well as dispute resolution/ Arbitration.
- b. Preparation of Master Plan and annual plan and budget estimates for the project as whole.
- c. Verification of requisitions and arrangement for timely and speedy transfer of funds .
- d. Review of Monthly Receipts and Payments Statement to ensure accuracy and correctness of the books of accounts and fund utilization analysis.
- e. Review of monthly accounts with schedules and abstracts to ensure timely submission of Accounts to Accountant General, Odisha.
- f. Review of books of accounts with respect to major works/contracts such as Register of works, contractor ledger.


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- g. Review of Advances to ensure financial discipline to avoid any blockage of Project funds for a longer period.
- h. Monthly review of statutory payments deductions and remittances.
- i. Review of the payments/purchase of Assets its procurement procedure, sanction order etc.
- j. Monthly Reconciliation of Expenditure figures with that of A.G. Odisha.
- k. Consolidate and prepare Quarterly IUFs (Interim Unaudited Financial Report) based on the expenditure figures of A.G. Odisha for submission to the World Bank for reimbursement.
- l. Review of Audit Observations and impart necessary assistance for their compliance.
- m. Preparation and submission of claim application with necessary documentation to the Controller of Aid Accounts and Audit, New Delhi, follow-up and obtain the Reimbursement form the World Bank and Govt. of India, and reconcile the claims submitted with admittance and disbursement.
- n. Advising the PMU on timely basis for any appropriate actions to be taken to minimize the possible claims of Contractors and Consultants and safeguard interest of Government of Orissa.

Internal Control:

- a. Preparation of Bank reconciliation statements on a monthly basis to ensure that transaction are made timely.
- b. Preparation of Monthly Receipts and Payments statements to ensure accuracy and correctness of the books of accounts and fund utilization analysis.
- c. Submission of "Requisition Form" for seeking grant so as to check the requisition for funds after considering the balance available and the projected expenditure.
- d. Monthly review of Financial Progress against Annual Budget (Quarterly target) identifying the variance for initiating corrective measures.
- e. Monthly monitoring the financial management of major works contracts with respect to time and cost over runs.
- f. Monthly Reconciliation of Payments with Expenditures so as to ensure that proper accounting as all payments are not expenditures.
- g. Monthly Review of financial progress against Annual Budget (Quarterly target) identifying the variance for initiating corrective measures.

- h. Monthly monitoring of major works/ contracts with respect to time and cost over-runs.
- i. Monthly analysis of advances – Schedule with aging analysis, to ensure financial discipline and to avoid any blockage of project funds for a longer duration.
- j. Monthly analysis of statutory payments – deductions and remittances such as sales tax Monthly monitoring of the Bank guarantees and obtaining bank confirmations, its renewals etc.
- k. Monthly review of the various insurance policies etc, such as vehicle insurance, cash insurance etc, and its periodic renewal.
- l. Quarterly review and reconciliation of the status of disbursement in terms of SDR and US\$.
- m. Quarterly / Periodic monitoring of all contracts as to its financial progress and time.
- n. Monthly monitoring of the procurement limits especially the local shopping, etc.

4. REQUIRED QUALIFICATIONS & EXPERIENCE

The qualification and experience requirement for proposed position of Financial Management Specialist shall include the following.

- i. Bachelor's Degree in any discipline.
- ii. Experience in Odisha Public Works System of Accounting for twenty years including experience in handling financial management aspects of projects funded by loan/aid from external agencies such as Asian Development Bank, JBIC, World Bank and like for at least three years.
- iii. Sound knowledge of the current Government policies in the Center and State level, administrative and finance frameworks and process as required for road infrastructure projects .
- iv. Effective oral and written communication and briefing skills, inter personal and presentational skills and capacity for mobilizing and guiding team work.

Skills such as knowledge of Procurement Procedure for the World Bank Aided Projects, Contract Management of FIDIC contracts, and legal side of Contract Management and Dispute Settlement Mechanism shall be given additional preference.


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5. PERIOD OF SERVICE

The contract for engagement of the proposed Financial Management Specialist will be for a period at 24 months and may be extended for a further period of 12 months on mutual consent if required, at the end of primary 24 months. Physical presence of the consultant in Project Management Unit at Bhubaneswar is required at least two weeks in a month besides attending various World Bank Mission/Review meetings/ DRB Meetings, as and when required.

6. DELIVERABLES

The following deliverables shall be submitted by the Financial Management Specialist.

- (i) An inception report shall be submitted after one month of the beginning of the assignment.
- (ii) Monthly reports need to be furnished to the Chief Engineer World Bank Projects within 10th day of each month highlighting the tasks carried out during the past month.
- (iii) Quarterly reports need to be furnished to the Chief Engineer World Bank Projects at the beginning of each financial quarter, highlighting the tasks carried out during the previous quarter and programme for the next quarter.

7. REVIEW PROCEDURE

A committee consisting the following officers shall review the progress and work schedule of the Financial Management Specialist.

- i. Chief Engineer, World Bank Project, Odisha -Chairman.
- ii. Financial Advisor, P.M.U., OSRP -Member
- iii. Executive Engineer-II, P.M.U. -Member
- iv. Executive Engineer- cum-DDO of P.M.U. -Member

The Financial Management Specialist is required to attend the Review Meeting of the above committee to be held once in a month or as and when required. Further, the World Bank may also review the process as and when required.

8.

FACILITY TO BE PROVIDED BY THE EMPLOYER

- (i) The Financial Management Specialist will be provided with furnished office space in the P.M.U. with computer, telephone and office stationery required for office work. Miscellaneous expenses like documentation, office stationery, telephone bills etc. in connection with the above assignment shall also be reimbursed.
- (ii) The FMS will be provided with all required documents/ correspondences/ reports/ contract documents, access to sites and offices, as necessary to deliver the terms of services.


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**ANNEXURE B : CONSULTANT'S REPORTING OBLIGATIONS,
METHODOLOGY & TIME SCHEDULE**

A. Methodology outlining various steps for performing the study.

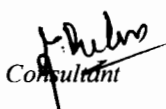
- a. The Financial Management Specialist will prepare Master Plan and Annual Plan and budget estimates for the project as a whole. The Consultant will review all the bills and vouchers of each month with respect to their entitlement and prepare a consolidated statement with classification of each voucher for preparation of monthly accounts for submission to the Accountant General, A&E, Odisha and ensure reconciliation of expenditure with that of A.G., Odisha. He will supervise and ensure preparation of various Books of Accounts and Fund Utilisation Analysis of the Project in each month. He will prepare Quarterly IUFs (Interim Unaudited Financial Report) based on the expenditure figures of A.G. Odisha for submission to the World Bank for their review and prepare the claim statement for reimbursement. He will Review the Audit observations and impart necessary assistance for their compliance.
- b. The Financial Management Specialist will render advice to the Chief Engineer, World Bank Projects on financial management issues relating to the project. This advice shall include reviewing and/or provide substantive guidance in drafting various documents/ correspondence/ reports on all financial issues of contracts including variation orders, extension of time, contractual notices, termination (if required) as well as dispute resolution/ Arbitration.

B. Compilation and submission of reports

Serial No	Name of the Report	Date of proposed submission
1	Inception Report	Within One month period
2	Interim monthly Report	By 5 th of the succeeding month
3	Quarterly report	By 10 th of succeeding month after the end of the Quarter
4	Final report	Final Yearly report will be submitted after submission of March Supplementary Account of the said year.

C. Work Program And Time Schedule

The Financial Management Specialist will work in the PMU at least 15 days in a month and during various review meetings as required by the Chief Engineer, World Bank Projects, Odisha for a total period of 24 months or extension there of, as will be mutually agreed.


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ANNEXURE C : COST ESTIMATE OF SERVICES, & SCHEDULE OF RATES

Remuneration

Name	Monthly Rate in Rupees	Number of months	Total Cost In Rupees
Jayadev Mishra	Rs.70,000.00	24 months	16,80,000.00

Out-of-Pocket Expenses:

Item	Rate per unit (specify)	No of units	Cost
Per diem for staff *	Nil	Nil	Nil
Air travel	Nil	Nil	Nil
Local transportation charges per month by own Vehicle	Rs.15000	24months	Rs.3,60,000
Others (specify) @	Nil	Nil	Nil
Sub total	Rs.15000	24months	Rs.3,60,000

Summary

Sub total -Remuneration	Rs16,80,000
Sub total- Out of Pocket expenses	Rs3,60,000
Grand total	Rs.20,40,000

(Rupees Twenty lakh Forty thousand only.)

Terms and Conditions

1. The above rates are exclusive of Service Tax. The Employer need to reimburse the service Tax as per the prevailing rate of GOI.
2. The Employer may provide a vehicle for local transportation at Bhubaneswar or pay Rs. 15000.00 per month as fixed rate for local transportation by own vehicle for which no receipt will be provided.
3. The above rates are subject to Price Adjustment for Remuneration under Clause 42.3 of the Special Condition of the Contract.


Consultant

Price Adjustment:

Payments for remuneration made in local currency shall be adjusted as follows:

Remuneration paid in local currency pursuant to the rates set forth above shall be adjusted every 12 (*twelve*) months (and, for the first time, with effect for the remuneration earned in the 13th calendar month after the date of the Contract) by applying the following formula:

$$R_i = R_{i0} \times \left[0.1 + 0.9 \frac{I_i}{I_{i0}} \right]$$

where

- a) R_i is the adjusted remuneration;
- b) R_{i0} is the remuneration payable on the basis of the remuneration set forth above in local currency;
- c) I_i is the official index for salaries in the Client's country for the first month for which the adjustment is to have effect; and
- d) I_{i0} is the official index for salaries in the Client's country for the month of the date of the Contract.

(Index for "State /UT wise General Consumer Price Index (Urban) for Odisha published by Central Statistics Office, Ministry of Statistics And Programme Implementation, Government of India shall be considered for adoption)


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ANNEXURE D: BANK'S POLICY – CORRUPT & FRAUDULENT PRACTICES

(Guidelines for Selection and Employment of Consultants under IBRD Loans and IDA Credits & Grants by World Bank Borrowers, dated January 2011) :

Fraud and Corruption

1.23 It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), consultants, and their agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers, and any personnel thereof, observe the highest standard of ethics during the selection and execution of Bank-financed contracts [footnote: *In this context, any action taken by a consultant or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, to influence the selection process or contract execution for undue advantage is improper.*]. In pursuance of this policy, the Bank:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

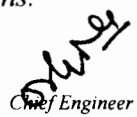
- (i) "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party¹;
- (ii) "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation²;
- (iii) "collusive practices" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party³;
- (iv) "coercive practices" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁴;

¹ For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the selection process or contract execution. In this context "public official" includes World Bank staff and employees of other organizations taking or reviewing selection decisions.

² For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ For the purpose of this sub-paragraph, "parties" refers to participants in the procurement or selection process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.


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- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights;
- (b) will reject a proposal for award if it determines that the consultant recommended for award or any of its personnel, or its agents, or its sub-consultants, sub-contractors, services providers, suppliers, and/or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- (c) will declare misprocurement and cancel the portion of the Loan allocated to a contract if it determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the Loan were engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the selection process or the implementation of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner they knew of the practices;
- (d) will sanction a firm or an individual at any time, in accordance with prevailing Bank’s sanctions procedures⁵, including by publicly declaring such firm or an ineligible, either indefinitely or for a stated period of time: (i) to be awarded a Bank-financed contract, and (ii) to be a nominated⁶ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁴ For the purpose of this sub-paragraph, “party” refers to a participant in the selection process or contract execution.

⁵ A firm or an individual may be declared ineligible to be awarded a Bank-financed contract upon (i) completion of the Bank’s sanctions proceedings as per its sanctions procedures, including inter alia: cross-debarment as agreed with other International Financial Institutions, including Multilateral Development Banks, and through the application of the World Bank Group corporate administrative procurement sanctions procedures for fraud and corruption; and (ii) as a result of temporary suspension or early temporary suspension in connection with an ongoing sanctions proceedings. See footnote 12 and paragraph 8 of Appendix 1 of these Guidelines.

⁶ A nominated sub-consultant, supplier, or service provider is one which has been either (i) included by the consultant in its proposal because it brings specific and critical experience and know-how that are accounted for in the technical evaluation of the consultant’s proposal for the particular services; or (ii) appointed by the Borrower.

ANNEXURE E : CURRICULUM VITAE OF INDIVIDUAL CONSULTANT

Name Jayadev Mishra

Profession After retirement from Central Government Service ,at present Practicing Consultant on Financial & Legal side of Contract Management.

Date of Birth 18th September 1954

Nationality Indian

PAN No. AERPM-5704Q

Present Address for Communication VIM-825
At/Po-Sailashree Vihar
Bhuabenswar-751021
Odisha, Mob- 9861145511
Land Line-(0674)-2740825
Email:- jayadevm54@gmail.com

Educational Qualification B.SC

Training:-

(A)Professional Training:-


On appointment of Divisional Accountant on Probation with effect from 18th September 1979 extensive training in the following fields were given by Accountant General, Odisha during the period from September 1979 to April 1981 as required under Chapter VII of Comptroller and Auditor General's Manual of Standing Orders.

(1)Advance Accounting which includes

- (i) Fundamental of Double Entry.
- (ii) Trading, Manufacturing & Profit & Loss Accounts & Balance Sheet.
- (iii) Capital & Revenue, Income Expenditure and Receipt & Payment Accounts.
- (iv) Bill of exchange, Promissory Notes and Cheques.
- (v) Self Balancing System
- (vi) Depreciation and Reserve.
- (vii) Double Account system
- (viii) Cash Accounting

(2)Public Works Accounts and Procedure which includes Rules and process connected with preparation and examination of initial accounts, stock of tools and plants returns, contractor's and other bills, classification and compilation of


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Divisional Accounts of Public Works Divisions.

(3) General Accounts, Treasury and Financial Rules which includes

- (i) Accounts Vol-I
- (ii) General Financial Rules
- (iii) Central Treasury Rules Vol-I & II and corresponding Rules of Govt. of Odisha
- (iv) Fundamental and Supplementary Rules.

After completion of probation period I have successfully passed the Divisional Test Examination conducted by Accountant General Odisha in April 1981 and was posted as Regular Divisional Accountant By the Accountant General, Odisha.

(B) Additional Training:- Participated in the following Training programmes related to World Bank aided Projects.

- (i) Programme on Operational Management for Project Management Unit conducted by Administrative Staff College of India from January 7-10, 2008 (Certificate enclosed)
- (ii) Training on Legal Side of Contract Management, Arbitration and Dispute Settlement Mechanism under Construction Research and Education Programme conducted by Construction Industry Development Council from 24th- 25th July 2008 at Hyderabad.
- (iii) International programme on Procurement Procedure for the World Bank aided Projects conducted by Administrative Staff College of India in association with the World Bank, Global Procurement Consultants Limited and the Department of Economics Affairs, Ministry of Finance, Govt. of India from June 14-25 , 2010.
- (iv) Training on Project and contract management conducted by Administrative Staff College of India, Hyderabad from July 30-August 3, 2012.

Work Experience:-

I have 33 years of experience in the following fields of Odisha Public Works Systems of Accounting as Divisional Accountant/Divisional Accounts Officer/ Sr. Divisional Accounts Officer in different public works divisions, O/O the Chief Engineers and in public sector undertakings as detailed below.

- (i) Preparation of Annual Plan and Budget for the Public Works,
- (ii) Internal checking of monthly receipts and payments,
- (iii) Classification of expenditure and preparation of monthly accounts for submission to A.G. Odisha
- (iv) Up keeping of Ledgers, Abstracts, Registers and other Books of Accounts.
- (v) Supervision and computation of tenders for works contract.
- (vi) Reconciliation of receipts & expenditure with A.G. Odisha and


Consultant

- with Treasury.
- (vii) Audit and inspection of Sub-Divisions as well as the public works divisions.
 - (viii) Management of works contracts with respect to cost and time.
 - (ix) Review of Audit observations and their compliances and
 - (x) Rendering financial advice to the Executive Engineers /Chief Engineers in different field such as in contractual matters, in processing tenders in claim cases and on rules & procedure related to OPWD code, CPWA code, OGFR, Treasury Code and different financial circulars.

Details of Place Of posting.

- (i) From 1981 to 1984- Upper Kolab Project
- (ii) From 1984 to 1987- N.H. Division, Deogarh
- (iii) From 1987 to 1990- Baitarani Irrigation Division
- (iv) From 1990 to 1992- R.W. S &S Division Phulbani
- (v) From 1992 to 1998- Chief Engineers, Roads & Building, Odisha
- (vi) From 1998 to 2002- Bhubaneswar Development Authority.
- (vii) From 2002 to 2007 –O/O the Chief Engineer, P.H. Urban, Odisha
- (viii) From 2007 to 2013-PMU of Odisha State Roads Project on Deputation

- From 2002 to 2007 I was in charge of Financial Management including Budget Control and had initiated policy reforms including cost optimization measures in State P. H. E. D. and reduced the long outstanding liability of the Department.
- I have initiated settlement of long outstanding claim of the Electricity Distribution Companies of the State against the State PHED in association with Finance Deptt. and Energy Deptt.

Work Experience in World Bank Aided Projects:-

- I have experience in Financial Management of World Bank aided Project for a period of more than 5 years while working as Sr. Divisional Accounts Officer in O/o the Chief Engineer, World Bank Project (N.H.) and in the Odisha State Road Project wherein I was in charge of finance wing of the PMU. I have checked all the receipts & payments on daily basis and kept the Books of Accounts of the PMU which have been regularly Audited by A.G. Odisha as well as by Bank. I have rendered the Accounts to the A. G. Odisha within the stipulated time and submitted the Financial Returns i.e. IUFRR to the Bank & to the Govt. of India within time.

I have got the Receipts & Expenditures of PMU audited and obtained the Audit Certificates from the Year 2005-06 to 2011-12 and submitted to the Govt, of Odisha, Govt, of India and to the Bank

- I have also in charge of management the contracts on their financial and legal


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Chief Engineer
World Bank Projects, Odisha

aspects, supervised the procurements process and was dealing with the claim cases before the Dispute Board and in different Courts.

- I have drafted the Financial Management Manual for Odisha State Road Project which was appreciated and approved by the World Bank and Government of Odisha, Works Department, Finance Department and Law Department.
- It is to mention here that my performance in the financial management of the of Odisha State Roads Project from 2007 to 2012 were appreciated by the World Bank who have rated the Financial Sector of the Project as satisfactory in their Quarterly Mission reports throughout these 5 years.

The above information are true to the best of my knowledge and belief.

Sd/-

(Jayadev Mishra)

Divisional Accounts Officer (Retd)

House No.-VIM-825

At/Po-Sailashree Vihar

Bhubanswar-751021


Consultant


Chief Engineer
World Bank Projects, Odisha

ANNEXURE F: AWARD OF CONTRACT

OFFICE OF THE ENGINEER-IN-CHIEF (CIVIL), ORISSA
NIRMAN SOUDHA, KESHARI NAGAR, UNIT – V, BHUBANESWAR – 751 001

Letter No. PMU – WB – 14/2013 - 27187

June 26, 2013

From

Er. Nalini Kanta Pradhan
Chief Engineer, World Bank Projects, Orissa
Tel : +91 674 239 6783 / Fax: +91 674 239 0080
Email: pmuosrp@gmail.com

To

Mr. Jayadev Mishra,
VIM- 825, Sailashreevihar, Bhubaneswar, -751021
Phone-0674-2740825, Mobile:-9861145511
E-mail: jayadevm54@gmail.com

Sub: OSRP: 7577-IN: Letter of Negotiation for Proposal for "Individual Consulting Services as Financial Management Specialist" under Orissa State Roads Project.

- AWARD OF CONTRACT

- Ref: i.) Request for Proposal issued in this office letter No. 21587 of May 27, 2013,
ii.) Your Financial Proposal received by this office on 31.05.2013
iii.) Call for Negotiation issued vide this office No. 23265 of June 3, 2013
iv.) Your Negotiated offer dated June 3, 2013

Sir,

In inviting a reference to the above negotiation held and concluded on June 3, 2013, this is to intimate that proposal for the aforesaid consultancy services submitted by you for an amount of **Rs. 20,40,000/-** (Indian Rupees Twenty Lakh and Forty thousand) only excluding applicable Service Tax, is hereby accepted. Accordingly in pursuant to Clause 12 of ITC, the Contract is hereby awarded in your favour.

You are requested to attend this office at the earliest to sign the Contract and commence the services.

Yours sincerely,

Sd/- NK Pradhan

Chief Engineer
World Bank Projects, Orissa


Consultant


Chief Engineer
World Bank Projects, Odisha