



GOVERNMENT OF ODISHA
WORKS DEPARTMENT

CONTRACT FOR INDIVIDUAL CONSULTANTS' SERVICES

For
*Facilitating Implementation of
Institutional Strengthening Components*

between

Chief Engineer, World Bank Projects, Odisha

on behalf of Odisha Works Department, Government of Odisha

and

Mr. V. Murahari Reddy


C/77, Madhuranagar Colony ,
Hyderabad – 500 038
A.P., INDIA
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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


October 25, 2012

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Consultant



Chief Engineer
World Bank Projects, Odisha



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CONTRACT FOR INDIVIDUAL CONSULTANT'S SERVICES

for

Facilitating Implementation of Institutional Strengthening Components

THIS CONTRACT ("Contract") is entered into this October 25, 2012, by and between 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. V. Murahari Reddy ("the Consultant") having its principal office located at C/77, Madhuranagar Colony , Hyderabad – 500 038, A.P., INDIA.

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:

1. Services

- (i) The Consultant shall perform the services specified in Annex 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 Annex D,

[Signature]
25/10/12

[Signature]

“Consultant's Reporting Obligations,” within the time periods listed in such Annex, and, “Cost Estimate of Services, and Schedule of Rates” to perform the Services, provided at Annex C.

2. Term

2.1 The Consultant shall perform the Services during the period commencing *October 25, 2012* and continuing through *April 30, 2014* 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

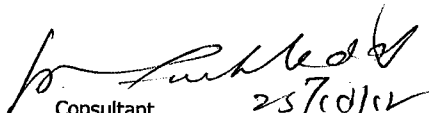
For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed a ceiling of Rs. 31,68,000/- (Rupees Thirty One Lakh Sixty Eight Thousand) only exclusive of Service tax payable in India. The payments made under the Contract consist of the Consultant's remuneration 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. 65000/- per month spent in accordance with the rates agreed and specified in Annex C, “Cost Estimate of Services, and Schedule of Rates.”

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.


Consultant 25/10/12


Chief Engineer
World Bank Projects, Odisha

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 *the Superintending Engineer, IS Cell, 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

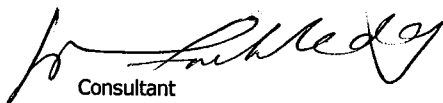
The Consultant shall keep accurate and systematic records and accounts in respect of the Services, which will clearly identify all charges and expenses. The Client reserves the right to audit, or to nominate a reputable accounting firm to audit, the Consultant's records relating to amounts claimed under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

5. **Performance Standard**

The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.

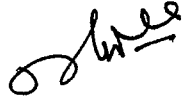

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- 6. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations 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.
- 12.** 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.


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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.

FOR THE CLIENT :



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

FOR THE CONSULTANT



Mr. V. Murahari Reddy

Witnesses:

1. Mr. A.K.Sahoo, AE(Civil), PMU


25.10.2012

2. Mr. P.K.Misra, JE, PMU


25.10.2012

LIST OF ANNEXES

Annex A: Terms of Reference & Scope of Services

Annex B: Consultant's Methodology


Annex C: Cost Estimate of Services and Schedule of Rates

Annex D: Work Plan Time Schedule

Annex E: Curriculum Vitae of Individual Consultant Award of Contract

Annex F: Bank Policy – Corrupt and Fraudulent Practices

Annex G: Award of Contract


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TERMS OF REFERENCE & SCOPE OF SERVICES

1. BACKGROUND

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) and intends to apply part of the proceeds of this loan to payments under the contract for Consultancy services for Facilitating Implementation of Institutional Strengthening (IS) Components.

1.1. The Project consists of broadly two components namely; Road Corridor Improvement and Institutional Development. Widening and strengthening of about 461 km of existing single and intermediate lane roads to the double-lane standard is covered under road improvement component for completion in two phases: (i) Phase I Roads, comprising about 204 km; and (ii) Phase II Roads, comprising the remaining roads including implementation of ancillary social, resettlement and environmental measures. At present, the civil works for approximately 204 Km of roads had already commenced since early 2009 under Phase-1 programme. Phase II works are yet to start.

1.2. The Institutional Development Component includes modernization and institutional strengthening by, inter alia: (a) development of a modern Road Asset Management System; (b) strengthening the Odisha Works Department (OWD) capacity in core business functions, including environment and social management, road safety, road asset management, and PPP transactions; (d) revision and update the PWD codes and manuals to improve contract management and procurement practices in OWD; and (e) training and core skills development of OWD staff etc.

1.3. Various consultancy services are in operation since May 2010 for carrying out the tasks covered under Institutional Strengthening (IS) components.


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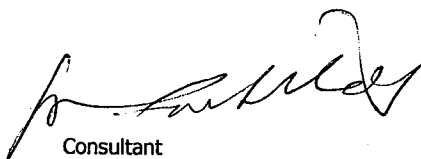
1.4. The implementation and monitoring of the project is being carried out by the Project Management Unit (PMU) exclusively headed by the Chief Engineer, World Bank Project and assisted by appropriate professional and support staff.

1.5. OWD now wishes to engage an experienced and qualified IS Implementation Facilitator to strengthen its capacity on procurement and contractual issues besides for high-level monitoring and steering of the overall IS process.

2. OBJECTIVES / RESPONSIBILITY UNDER INSTITUTIONAL COMPONENT

2.1. An important part of the ongoing World Bank assisted Odisha State Roads Project (OSRP) is the programme of project-funded institutional strengthening and capacity building, which has been underway since 2009 through a Govt. of Odisha (GOO) endorsed Institutional Strengthening Action Plan (ISAP). Oversight of the implementation of the ISAP on behalf of the GOO has been assigned (at different levels) to an *ISAP Steering Committee and an ISAP Working Group*, comprising representatives of both the OWD and various other concerned GOO entities, and a dedicated full-time ISAP Cell has recently been established in the OWD to directly manage and monitor all ISAP implementation activities.

- The external Technical Assistance (TA) and consultancy services have now been engaged and are being progressively mobilized, as follows. TA for establishment of the Odisha Road Asset Management System (ORAMS), mobilized in May 2011.
- Consultancy services for a multi-phase Road User Satisfaction Survey (RUSS) and baseline data collection, mobilized in September 2011.
- Consultancy services for OWD-centered Road Sector Institutional Development (RSID), mobilized in April, 2012 and
- Consultancy services for project management consultancy for Strategy Formulation and Implantation of IT-ICT-MIS Architecture, Facilities and Capacity, mobilized in March, 2012.



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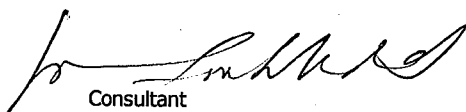


Chief Engineer
World Bank Projects, Odisha

2.2. Over the next 18 months, the TA/ Consultants would involve OWD in such activities, that would require significant monitoring, coordination and integration challenges in order to achieve better and improved outputs. The OWD/GOO mechanisms now in place would face these challenges for management and implementation of the vast ISAP programme.

2.3. In the above backdrop, OWD now wishes to strengthen its capacity for high-level monitoring and steering of the overall IS process with the help of an IS Facilitator, who shall be doing the following activities:

- Advising the Chief Engineer in monitoring of ISAP and its results to help the OWD to ensure that the various ISAP activities and resources can achieve effective, well-integrated and timely IS outputs.
- Providing guidance to Chief Engineer / OWD on the effectiveness of the mechanism and resources in place in the OWD for managing the ISAP implementation and for operationalization of ISAP outputs in the working environment of the OWD.
- Facilitating the periodic functioning of the ISAP Steering Committee and /or the ISAP Working Group to ensure their effective contribution to the ISAP implementation process.
- Providing advice and mentoring on ISAP implementation management to the OWD's ISAP Cell, aimed at enhancing the Cell's capacity, effectiveness and impact in its various ISAP monitoring, reporting and coordination functions.
- Advising on the effectiveness of intra-OWD communications on the IS programme; and
- Advising the OWD Senior Executives and/or the Chief Engineer, World Bank Projects (as appropriate/ where required) on harmonization of diverse ISAP activities and on implementation of ISAP strategy.


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- Responding to any such ISAP challenge, not envisaged earlier and recommending a solution in the matter.

3. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

- a) The Client will provide all necessary and reasonable support available and permissible under the National Laws, to the consultant to facilitate coordination with Departments and Consultants and compilation of information, necessary to complete this assignment.
- b) The Client will provide all readily available information as requested by the consultant.
- c) The Client designates the following officer of the Department to act as the Client's Coordinator.

*The Superintending Engineer, (IS Cell), OWD
O/o the E.I.C.(Civil), Odisha, Bhubaneswar.*

- d) The client will help in organizing the meetings with the ISAP consultants engaged in PMU i.e., RSID Consultant, IT-ICT-MIS strategy formulation and solution architecture Consultant and Asset Management Consultant for OWD Departments/ ISAP Working Group/ ISAP Steering Committee.
- e) The client will ensure the timely flow of information and documents from one consultant to other.
- f) The Client will help in organizing the monthly/ quarterly meeting of all the Chief Engineers/ Engineer-in-Chief of OWD i.e. high level management group under the leadership of Engineer-in-Chief-cum-Secretary of OWD to evolve strategies and to provide direction/ guidance to the various Consultants in order to evolve better outcome of which will ultimately provide better direction to the Department to make OWD as one of the best road agency in the Country.


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- g) The Client will ensure timely action on the suggestions/ recommendations of the Consultant facilitator preferably with two months, which will be finalized after discussing with the management group.
- h) Office accommodation of the Consultant shall be provided in the OWD office free of cost.

4. REVIEW COMMITTEE TO MONITOR CONSULTANT'S WORKS

A review committee consisting of the following officers of the OWD shall review the progress of the work and the reports to be submitted by the consultant.

- a) Engineer-in-Chief (Civil), Odisha
- b) Chief Engineer, World Bank Projects, Odisha
- c) Chief Engineer, RD & QP, Odisha


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CONSULTANT'S METHODOLOGY


A. Approach and Methodology for performing the Consultancy Services

The Consultant (Facilitator) will review the various ongoing consultancy services on ISAP and others related to strengthening of OWD. The Consultant shall propose to organize regular meetings of the management group of the Department to obtain the views and desired goals to be achieved by the Department in the coming years.

Necessary advice will be provided to the Chief Engineer and Steering Committee in implementing the ISAP.

Various actions required as per TOR will be undertaken.


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COST ESTIMATE OF SERVICES AND SCHEDULE OF RATES

S.L. No.	Name or item/Details	Rate in INR	Unit	Number of Days/Months	Cost in INR
Remuneration of Staff:					
1	V. Murahari Reddy	65,000	Month	18	11,70,000
Reimbursable Expenses					
2.	Boarding and lodging at Bhubaneswar	6,000	Day	90	540,000
3	Air Travel	20,000	Trip	24	480,000
Out-of-Pocket Expenses: Fixed					
4	Per diem	4,000	Day	90	360,000
5	Transport-Local at Bhubaneswar	3,000	Day	90	270,000
6	Transport from Residence to Hyderabad Airport & back	2,500	Trip	24	60,000
7	Secretarial Assistance	6,000	Month	18	108,000
8	Incidental charges	4,000	Month	18	72,000
9	Documentation, office stationery, telephone and others	6,000	Month	18	108,000

Cost Summary:

Remuneration-Sub Total	Rs.1,170,000
Reimbursable expenses	1,020,000
Out of pocket Expenses-Fixed lumpsum	<u>978,000</u>
Grand Total	Rs.3,168,000

(Rupees thirty one lakh sixty eight thousand only)



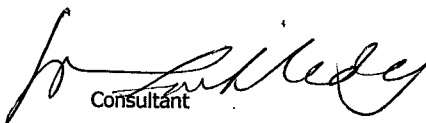
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Terms and Conditions:

1. The above does not include Service tax, which the OWD need to reimburse as per the actual service tax charged by GOI as per the prevailing rate of GOI. If any new taxes or levies are imposed by GOO and GOI, the same has to be reimbursed over and above the amounts.
2. Airfares and boarding and lodging are only for estimate purpose. The actual amounts of economy air fare and hotel charges are to be reimbursed as per actual.
3. All other amounts are to be paid as lump sum and no receipt will be produced i.e. for transport, and others.


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Work Programme and Time Schedule (Form- F6)

Name	Position	Months																		Total
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	
V. Murahari Reddy	Consultant, ISAP Facilitator																			18 Months Each Month 5 days

Part Time- Every Month 5 days will be spent at Bhubaneswar
 Activities duration : Total = 90 days total spread over in 18 months

Work Plan

Every month 5 days will be spent and the work of various consultants who are carrying out various services will be reviewed along with Chief Engineer and PMU, OWD. Regular workshops will be facilitated involving all the stakeholders in order to get back the feedback on the important policy issues.

Compilation and submission of reports

<i>Sl. No.</i>	<i>Name of the Report</i>	<i>Date of proposed submission</i>
1.	Inception Report	Within one month period
2.	Quarterly Progress Report	By 10 th of the succeeding month after the end of the quarter.


 Consultant


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 World Bank Projects, Odisha

Curriculum Vitae of the Consultant

Curriculum Vitae

Name of the Consultant: Mr. V.Murahari Reddy

Profession : Practicing Consultant in Roads & Bridges, Training of Highway Engineers, Procurement Training, Institutional aspects, Dispute Resolution and arbitration.

Date of Birth 1 st. July 1943

Nationality Indian

Membership in Professional Societies:

- ❖ Life Fellow Institutions of Engineers, India
- ❖ Chartered Engineer of IEI
- ❖ Life Member Indian Roads Congress

Approved Arbitrator

- * Indian Roads Congress
- * Institution of Engineers India
- * National Highways authority of India
- * Life Insurance Corporation of India

Educational Qualifications B.E.(Hons.) in Civil Engineering.

Year of Passing 1964

Address C/77, Madhuranagar, Hyderabad – 500038

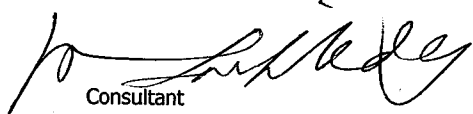
Phone No. 040- 23742315 : Mobile- 09441002277.

Martial Status Married, Three Sons

E- mail muraharireddy@hotmail.com : murahariv64@hotmail.com

Employment Record: (Experience): -

From July 2002 till to date


Consultant

Practicing Consultant in Highways and Buildings

✓ **Member/Chairman Dispute Review Board of Golden Quadrilateral, North south corridor and others 4 /6 Lane Works of National Highway Authority in the following works:**

- Widening to 4-6 Lanes and strengthening of existing 2-Lane carriageway of NH-6 in the state of west Bengal from km.72/0 to km.136/0- NHAI-Golden Quadrilateral- Chairman DRB-during the period 2002-2006-FIDIC document- Completed
- Widening to 4 Lanes and strengthening of existing 2-Lane carriageway of NH-2 in the state of Bihar and Jharkhand from km.240/0 to km.320/0- NHAI-Golden Quadrilateral- Member DRB-during the period 2003-2007- World Bank funded- FIDIC 1987 document- Completed
- Providing 4 Lane road in place of existing 2-Lane carriageway of NH-26 in the state of Madhya Pradesh from km.255/0 to km.297/0- NHAI-North South Corridor- Chairman DAB-from 2006 onwards- still continuing- ADB Funded- FIDIC 87 document-completed
- Providing 4 Lane road in place of existing 2-Lane carriageway of NH-4 in the state of Karnataka – Chitradurga Bypass- NHAI-Golden Quadrilateral- Chairman DAB- during the period 2002-2006- ADB funded project- FIDIC 87 document-completed
- Providing 4 Lane road in place of existing 2-Lane carriageway of NH-54 in the state of Assam from km.126/0 to km.165/0- NHAI-East West Corridor Chairman DRB-from 2007 on words- still the project is going on.-FIDIC document- on going
- Visakhapatnam port connectivity project- forming new 4 –Lane and 2.8 km viaduct- Chairman DRB- from 2004- 2007- NCB document-completed
- Upgrading of Kharara-Banur-Tepla road to 4 lane from km.0/0 to km. 39/530 in the state of Punjab-implemented by Punjab PWD- Member Dispute Board- from 2008 onwards and the work is in progress.- World Bank funded project- FIDIC MDB document-on going
- Four laning of Hyderabad- Bangalore Section from Km.336/0 to km.376/0 of NH-7, in the state of Andhra Pradesh, under North-South Corridor-NHDP-II-Contract Package No. C-13-Chairman DAB-FIDIC Document- under DLP
- **Improvement/ Up gradation of Kursela-Pothia-Phalka- Meerganj-Sarsi-Kalabalua-Raniganj- Sahaifganj-Forbesganj-Road-SH.77,from km.0/0 to km.105/0”- Contract Package No.4-SH-71 of Bihar State Road Development Corporation- under DLP.**
- Improvement/ Up gradation of Hajipur-Lalaganj-Manikpur-Deoria-Sahebganj-Kesaria-Areraj Road, SH-74, from km.36/540 to km.122/70”- Contract Package No.6-SH-71 of Bihar State Road Development Corporation- under DLP.


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- Improvement/ Up gradation of Kursela-Pothia-Phalka- Meerganj-Sarsi-Kalabalua-Raniganj- Shaifganj-Forbesganj-Road, SH-77, from km.0/0 to km.105/0. Contract Package No.9-SH-77- of Bihar State Road Development Corporation- under DLP
- Improvement/ Up gradation of Araria- Raniganj- Jadia-Triveniganj-Pipra- Supaul-Bishnupur-Bhaptiyahi Road, SH-76, from km.0/0 to km.121/290.-Contract Package No.8-SH-76- of Bihar State Road Development Corporation- under DLP.
- Six laning of km.44/300 to km.66/000 of NH-1- NHAI- North South Corridor- in the State of Haryana-under DLP-Contract Package No.NS-17/HR-Bal- under DLP.
- Widening and Strengthening of existing NH from 2 lane to 4 lane from Km.255 to Km.223 of Assam border to Salsalabadi in West Bengal Section of NH-31C on East West corridor-under phase-II program of NHDP- on going-Contract Package No.EW-II (WB-1)- On going

Short term Consultant to World Bank and also World bank assisted projects

- ✓ Consultant to Uttaranchal State for developing Road Maintenance Policy under World Bank funded Project.
- ✓ Short Term Consultant to the World Bank participating in the supervision mission, Institutional strategy studies, Review of DPRs, finalising Performance based maintenance contract documents and other assignments for the following Bank funded Projects
 - Assam Rural ARIAPS Project
 - Orissa Road Sector Project
 - Andhra Pradesh Road sector Project
 - Tamilnadu Road Sector Project
 - Bangladesh Roads project
 - Bihar Kosi Flood Management Project-Road & Bridge Component
 - Karnataka State Highways Project- PBMC document review etc.
 - Auditing of Rajasthan Rural Road project
 - Review of PPP Detailed project reports of Orissa State project
 - Review of Bid Documents, Bid evaluation and others pertaining Pimpri-Chinchwada Project funded by World Bank
 - Review of Bid documents for TNRSP- Performance based Maintenance Contract
- ✓ Short Term Consultant to the World Bank participating in the evaluation of the completed highway project i.e. Karnataka State Highways Project (KSHIP) funded by the World Bank.
- ✓ Short Term Consultant to the World Bank participating in the review of DPRs of MORTH NH Project covering states of Rajasthan, Orissa, Bihar, West Bengal and Karnataka as part of appraisal of the Project for Laon sanction by the World Bank.
- ✓ Consultant to Assam State PWD for carrying out Institutional development Strategy Study and recommending strategies for implementation as part of World Bank Project- study


Consultant

Completed and Report submitted. The Assam Government has started implementing the recommendations made.

Consultant and As Expert Member:

- ✓ As an Expert Member in the committee constituted by Tamilnadu Road Development Company (JV of Govt. of Tamilnadu and ILFS), developed new bid document for construction and operation & maintenance for period of 5 years and also in evaluation of bids.
- ✓ Assisted Govt. of Nepal in developing Public Procurement Act, and also in training their top managers in Contract Management of Civil works and Consultants Management including Dispute Resolution and Arbitration issues.
- ✓ As an Expert member in the Committee along with other experts established by Road Infrastructure Development Company of Rajasthan Ltd., (RIDCOR), developed various bid documents for works contract which is mainly Construction and performance based maintenance for 5 years, first of its kind in India. The document is mainly based on World Bank NCB Document. Also as a Committee member developed consultants contract document for selecting Consultants for Construction Supervision of improvement works as well as performance based Maintenance and operation of roads.
- ✓ Consultant Facilitator to Orissa Works Department, Government of Orissa for developing Institutional reforms for sustainable road development and management.
- ✓ Arbitrator in various arbitrations of NHAI and other State Governments.
- ✓ Conducting Training program on World Bank Procurement procedures, Contract Management, quality assurance, claims/disputes resolution etc.-Visiting faculty to
 - Administrative Staff College of India (ASCI) in the field of Procurement of Bank funded works and Contract Management, dispute resolution and Arbitration in implementing the works contract based ICB and NCB contracts.
 - National Institute for Training of Highway Engineers (NITHE).
 - State Governments of U.P., Assam, Punjab, Uttaranchal and Ministry of Rural Development
 - Special training program was conducted for Punjab PWD Engineers, Consultants and Contractors on FIDIC- MDB document covering various aspects including contract management, Dispute Resolution and arbitration.
 - Special training program was conducted for Bihar Road Construction Department Engineers on FIDIC- MDB document covering various aspects including contract management, Dispute Resolution and arbitration.
- ✓ Arbitrator and Convener committee of Arbitrators for in adjudicating the various disputes in the works contract of,
 - National Highways Authority of India
 - Govt. of Andhra Pradesh I&CAD Department
 - **Life Insurance Corporation of India**

2001 –2002 June


Consultant


Chief Engineer
World Bank Projects, Odisha


Managing Director A.P. Road Development Corporation & Ex officio Engineer-in-Chief – Govt.of A.P.

Associated in evolving procurement reforms along with other related issues for implementation in all the works departments under Government of Andhra Pradesh. Implemented the Andhra Pradesh State Highways Project, (World Bank funded project) including evolving various procedures and systems for effective management of Civil Contracts. Quality systems and procedures were introduced across the department in order to achieve quality and uniformity in implementing the A.P.S.H.P. works.

1995 to 2001

Engineer –in – Chief (Roads & Buildings Department), Govt.of Andhra Pradesh

- Management of 40,000 km. of Roads in the State. Formulated Project Proposals for External assistance by conducting strategic option studies, preparing detailed project report and responsible for getting the loan sanctioned by the World Bank. Responsible for implementing the AP State Highway and Economic Reconstruction Projects funded by the World Bank.
- Procurement of Consultants, Goods and works amounting to Rs.1800 cr, under International Competitive bidding and National competitive bidding contracts. Implemented ICB (FIDIC document) and NCB Contract ranging from Rs.10 cr. to Rs.200 cr. The scheme includes rehabilitation and improvement of 1,400 km, length of main Roads and also widening and strengthening of Primary core network of 3,100 km was implemented with World Bank Loan Assistance.
- Responsible for introducing new materials and cost effective designs in road construction such as CRB and Geotextiles in Road construction.
- Responsible for evolving quality procedures in the department for maintaining uniform standard in the works and other related issues.
- Introduced Pavement Management system in the Department for network planning and prioritizing the maintenance works.
- From 1997 to June 2001 in charge as Managing Director A.P.Road Development Corporation in addition to E-in-C (R&B). Responsible for establishing the RDC and for raising Rs.408.35 cr. from the Market and also managing about 5400 km. of arterial Road network.
- Also responsible for introducing the **Performance based maintenance contracts in managing the Roads** in the State, first of its kind in India, in order to obtain better value for money spent. This system of contracting helped GoAP to obtain for the value for the money spent. It has attracted attention of policy makers and in fact Hon'ble Chief Minister has issued instructions to all the works departments to introduce performance based maintenance contracts in all their maintenance works. This has become a model for other states to implement in their road network.



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- From 1999-2001 in charge as Commissioner for Commissionerate of Tenders and responsible for developing and introducing major reforms in Tendering and Contracting procedures. Assisted in developing draft procedures for e-procurement and on - Line registration.

1993 to 1995

Chief Engineer / Engineer-in-Chief (R&B)-National Highways.

Responsible for Design, Construction and maintenance of 2949 kms of National Highways Passing through the State of Andhra Pradesh

Responsible for finalising two Detailed Project Reports for two road sections of National Highway No. 5 and 9 for obtaining loan from the Asian Development Bank and Overseas Economic Co-op Fund (OECF) Japan.

Procurement and implementation of Anakapalli-Visakhapatnam four lanning project under ICB Contract taken up with ADB loan assistance (cost of the Project Rs. 1150 million) covering a length of 48 km.

1991-1993

Chief Engineer (R&B) Cyclone Reconstruction Project (World Bank Funded Project)

Responsible for planning, Procurement and construction supervision of Roads, Bridges and Cyclone shelters spreading all over the State. The scheme consists of improving about 756 km of Roads and Construction of 60 Bridges.

The Project was completed in record time of 2.5 years and well ahead of time fixed by the World Bank.

1990-1991

Chief Engineer (R&B) A.P. State Police Housing Corporation Limited.

Planning, Procurement and construction supervision of Police Station Buildings and Residential quarters for Police Personnel spreading all over the State.

1987-1990

Superintending Engineer (Designs & Planning)

In charge for Planning, Designing, Estimation and preparing DPRs for Roads, Bridges and Building projects in the State.

Responsible for introducing Computer Aided Designs for carrying out Analysis of Bridges and Buildings.

Responsible for introducing Pavement Management System, first of its kind in India for identifying the Maintenance priorities, with ADB Technical assistance.

1984-1987



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Deputy Chief Engineer (Designs)

Responsible for planning designing and preparation of Roads and Bridge Projects
Introduced Computer aided design and evolved software for design of Bridge foundations and sub structure.

1982-1984

Superintending Engineer, Hindustan Cables Limited (Govt. of India undertaking) (Phase-II)

In charge for planning, designing, construction of Major Industrial Complex for manufacturing Telecom Cables.

1978-1982

Deputy Executive Engineer (Designs & Planning)

Responsible for planning, designing and preparation of D.P.R.'s for Major Multi-storied buildings in the State and also the prestigious Andhra Pradesh Guest House Complex at New Delhi.

1973-1977

Civil Engineer in S M V M Trust

Responsible for planning, designing and construction of 500 bedded Major Hospital and Research Center at Tanuku in West Godavari District of Andhra Pradesh. This hospital was planned using state of art technology.

1971-1973

Deputy Executive Engineer – Hindustan Cables Limited (Phase – I)

Responsible for planning, designing construction of Industrial Complex for manufacturing Telecom Cables, involving Procurement of civil works and implementation of Industrial structures, Roads and other infrastructure components.

1966-1971

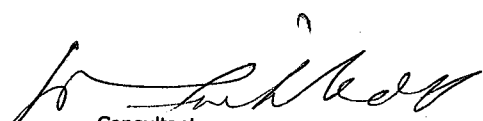
Deputy Executive Engineer (Designs & Planning)

Responsible for planning, designing and preparation of D.P.R.s for building projects through out the State under the control of Government of Andhra Pradesh

1965-1966

Junior Engineer, Pochampad Project

Responsible for designing various structures on the Irrigation Canals of Pochampad Project, a major Irrigation Project in the State


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OVERALL AREA OF EXPERTISE


- Planning, Designing, Construction and Maintenance of Roads & Buildings under the control of Government of Andhra Pradesh. Most of the Externally Aided Projects funded through ADB, World Bank have been implemented under my guidance.
- Procurement of works, Consultants and equipment under ICB as well as NCB
- Pavement Maintenance Management for Effective Management of roads has been introduced in the State of Andhra Pradesh in the 1991-92. This was subsequently updated to take into account the developments taken place.
- Developed and implemented Institutional reforms in the RBD, GoAP.
- Undertaken Institutional development strategy study for Assam PWD and recommended strategy and action plan for implementation, which was accepted in Toto by Government of Assam and is being implemented.
- Cost Effective Technology have been introduced in the State Roads Project.
- Computerization both in design and estimation has been introduced in the department.
- Introduced major tender reforms in Government of Andhra Pradesh as Commissioner Commissionartae of Tenders and Engineer-in-Chief (R&B).
- Developed bid documents for performance based maintenance contract, a unique and first time in India. Also new document was developed combining Construction and maintenance on performance based maintenance of the road asset for a period of 5 to 8 years after the construction works are completed.

Special Projects / Assignments in India and Abroad

- ❖ Cyclone Reconstruction Project taken with World Bank Loan Assistance covering Construction of Bridges and roads affected due to cyclone.
- ❖ A.P. State Highways Project taken up with World Bank Loan Assistance to improve the High priority roads and also primary core network in the State.
- ❖ A.P. Economic Restructuring Project taken up with World Bank loan assistance to improve High Density corridors in the State.
- ❖ Visiting faculty in Administrative Staff College of India, Hyderabad for delivering lectures on issue connected with Highways, Procurement and Project implementation.
- ❖ Expert member for Tamil Nadu Road Development Company (TNRDC) and Road Infrastructure Development of Rajasthan (RIDCOR) in identifying, finalizing and implementation of their Road Projects.

OVERSEAS VISITS TO SEMINARS / EVENTS / ACADAMIC INSTITUTIONS

1. Visited (as one of the key Member of high-power delegation along with Hon'ble Minister Govt. of A.P.)- Australia - Melbourne for study on Institutional aspects and other


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related aspects to initiate institutional reforms in A.P. to make R&B department as one of the best Road agency.

2. Visited VIC Roads Organisation and Australia Road Research Board.
3. Visited Malaysia – Singapore on Technical up gradation scheme
4. Attended World Bank Washington as representative of Govt. of A.P. for conducting Project and Loan negotiations for the A.P. State highway project.
5. Visited New South Whales along with other Engineers in India for studying new concepts in construction, Maintenance of roads and also in particular the projects taken up with the private participation under BOT.
6. Visited Nepal to deliver lecture on Contract and Consultants Management, which are based on FIDIC documents.
7. Visiting faculty in Administrative Staff college of India, Hyderabad and delivered lectures on Procurement of works and on issues connected with Transport sector.

Awards Received

1. **“Engineer of the year”** award from Institution of Engineers (India) Hyderabad chapter.
2. **“Vishista Seva Pathakam”** from Government of Andhra Pradesh for the efficient and innovative work carried out.
3. Govt. of Andhra Pradesh sanctioned incentive increments for the exemplary work done in the Road sector.

Sd/- V. Murahari Reddy

(V.Murahari Reddy)



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Bank Policy – Corrupt and Fraudulent Practices

Bank Policy – Corrupt and 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 party²;
- (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 obligation³;
- (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 party⁴;

² 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.

³ 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.

⁴ 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


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- (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 party⁵;
- (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 procedures⁶, 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

artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

⁵For the purpose of this sub-paragraph, "party" refers to a participant in the selection process or contract execution.

⁶ 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.


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(ii) to be a nominated⁷ sub-consultant, supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract.

⁷ 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.


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Award of Contract

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

Letter No. PMU - WB - 62 /2012 -
9, 2012

34862

October

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

V. Murahari Reddy, Consultant,
C/77, Madhurnagar Colony,
Hyderabad - 500038
Phone: 040-23742315, Mobile: 09441002277
Email: muraharireddy@hotmail.com, murahariv64@hotmail.com

Sub: *Consulting Services for Facilitating implementation of Institutional Strengthening Components of Orissa State Roads Project.*

- AWARD OF CONTRACT

- Ref: i.) Request for Proposal issued in this office letter No. 28393 of August 27, 2012,
ii.) Your Proposal prepared on September 15, 2012
iii.) Call for Negotiation issued vide this office No. 33485 September 29, 2012
iv.) Your Negotiated offer dated October 01, 2012

Sir,

In inviting a reference to the above negotiation on September 29, 2012 and concluded on October 1, 2012, this is to intimate that proposal for the aforesaid consultancy services submitted by you for an amount of **Rs. 31,68,000/-** (Indian Rupees Thirty One Lakh Sixty Eight thousand) only excluding applicable Service Tax, is hereby accepted. Accordingly in pursuant to Clause 7.1 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/- N K Pradhan
Chief Engineer
World Bank Projects, Orissa


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