



**GOVERNMENT OF ORISSA**

**Works Department**

**CONTRACT FOR CONSULTANT'S SERVICES  
OF**

***Hiring of Project Level (Nodal NGO) for Implementation of Social Safeguard Instruments  
for the World Bank Assisted Year-1 Orissa State Roads Project***

**Between**

**Chief Engineer, World Bank Projects, Orissa  
On behalf of  
Orissa Works Department, Government of Orissa**


**And**

**Centre for Action Research and Training (CART)  
HIG-10/6, Housing Board Colony, Chandrasekharpur,  
Bhubaneswar- 751016, Orissa**

***Project Implementation Unit, Orissa State Roads Project  
Office of the Engineer-in-Chief (Civil), Orissa  
Nirman Soudha, Keshari Nagar, Unit-V, Bhubaneswar-751001  
Dated 3<sup>rd</sup> March 2010.***

  
Consultant

Secretary  
CART

  
Chief Engineer  
World Bank Projects, Orissa  
Chief Engineer  
World Bank Projects  
O/o the E.I.C. (Civil), Orissa  
BHUBANESWAR



CONTRACT FOR

**Consultants'**  
**Services**  
Lump Sum

  
Consultant

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ICART

  
Chief Engineer  
World Bank Projects, Orissa  
Chief Engineer  
World Bank Projects  
O/o the E.I.C. (Civil), Orissa  
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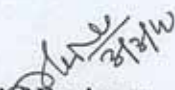


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CONTRACT FOR CONSULTANT'S SERVICES  
OF

*Project Level (Nodal) NGO for Implementation of Social Safeguard Instruments for the World Bank Assisted Year-1 Orissa State Roads Project*

This CONTRACT (hereinafter called the "Contract") is made the 3<sup>rd</sup> day of the month of March, 2010, between, on the one hand, Chief Engineer, World Bank Project, Orissa, Bhubaneswar (hereinafter called the "Client") and, on the other hand, Centre for Action Research and Training (CART) (hereinafter called the "Consultant").  
WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") towards the cost of the Services and intends to apply a portion of the proceeds of this loan to eligible payments under this Contract, it being understood (i) that payments by the Bank will be made only at the request of the Client and upon approval by the Bank, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan or have any claim to the loan proceeds;

  
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Chief Engineer  
World Bank Projects  
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No 7093

3-3-10 109

Chief Executive  
womg name  
project



NIRANJAN NANDI  
STAMP VENDER  
BHUBANESWAR COURT  
Regd. No.-3/92

Purchased Through R. K. Seena

APPROVED TO

CHIEF EXECUTIVE OFFICER

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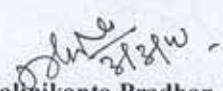
NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract;
  - (b) The Special Conditions of Contract;
  - (c) The following Appendices:
 

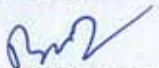
Appendix A: Description of Services	___ (Used)
Appendix B: Reporting Requirements	___ (Used)
Appendix C: Key Personnel and Sub-Consultants	___ (Used)
Appendix D: Breakdown of Contract Price in Foreign Currency	___ (Not used)
Appendix E: Breakdown of Contract Price in Local Currency	___ (Used)
Appendix F: Services and Facilities Provided by the Client	___ (Used)
Appendix G: Form of Advance Payment Guarantee	___ (Not used)
Appendix H: Minutes of Contract negotiation meeting	
Appendix I: Affidavit of Consultant to the effect of correctness of documents	
Appendix J: Government approval Letter	
Appendix K: Letter of Award of Contract	
2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
  - (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the World Bank Projects

  
**Er. Nalinikanta Pradhan**  
 Chief Engineer, World Bank Project, Orissa, Bhubaneswar

For and on behalf of [Consultant]  
 O/o the E.I.C. (Civil), Orissa  
**BHUBANESWAR**

  
**Mr. Bighnaraj Routray**  
 Secretary, Centre for Action Research and Training (CART)  
 HIG-10/6, Housing Board Colony, Chandrasekharapur, Bhubaneswar- 751016, Orissa

**Secretary**

Witness:

  
 2.2.10  
 1. (Pradeep Kumar Nanda)  
 Asst. Commissioner  
 Land Acquisition, World Bank Projects  
 P.I. Unit, Nirman South  
 Government of Orissa, Bhubaneswar

  
 3.3.10  
 2. Executive Engineer  
 P. M. Unit, O.S.R.P.  
 O/o the E.I.C. (Civil), Orissa  
**BHUBANESWAR**





## II. General Conditions of Contract

### 1. GENERAL PROVISIONS

#### 1.1 Definitions

Unless the context otherwise requires, the following terms when used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in each other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
- (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
- (c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
- (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Client's country.
- (j) "Local Currency" means the currency of the Client's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.



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O/o the E.I.C. (Civil), Orissa  
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- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law Governing Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

**1.3 Language**

This Contract has been executed in the language specified in the SC, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

**1.4 Notices**

**1.4.1**

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

**1.4.2**

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

**1.6 Authority of Member in Charge**

In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.

**1.7 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.



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## 1.8 Taxes and Duties

The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.

## 1.9 Fraud and Corruption

### 1.9.1 Definitions

It is the Bank's policy to require that Borrowers (including beneficiaries of Bank loans), as well as Consultants under Bank-financed contracts, observe the highest standard of ethics during the selection and execution of such contracts. In pursuance of this policy, the Bank:

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

- (i) "corrupt practice<sup>1</sup>" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice<sup>2</sup>" 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 obligation;
- (iii) "collusive practices<sup>3</sup>" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practices<sup>4</sup>" 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 party;
- (v) "obstructive practice"
  - (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

<sup>1</sup> "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.

<sup>2</sup> A "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.

<sup>3</sup> "Parties" refers to participants in the procurement or selection process (including public officials) attempting to establish contract prices at artificial, non competitive levels.

<sup>4</sup> "Party" refers to a participant in the selection process or contract execution.

  
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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 provided for under Clause 3.8 below

(i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of any thing of value to influence the action of a public official in the selection process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

(iii) "collusive practices" means a scheme or arrangement between two or more consultants, with or without the knowledge of the Borrower, designed to establish prices at artificial, noncompetitive levels;

(iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

#### 1.9.2 Measures to be Taken


(b) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive or obstructive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;

(c) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive or obstructive practices in competing for, or in executing, a Bank-financed contract;

#### 1.9.3 Commissions and Fees

(d) will require the successful Consultant to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or

  
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fee.

## 2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications or Variations** Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No breach of Contract .....** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- 2.5.4 Payments** During the period of their inability to perform the Services as a result

  
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of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

### 2.6.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

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- 2.6.2 By the Consultant** The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:
- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
  - (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
  - (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.
- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
  - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

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3. OBLIGATIONS OF THE CONSULTANT

3.1 General

3.1.1 Standard of Performance

The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.

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- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2. Consultants Not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates Not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

  
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- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
  - (b) appointing such members of the Personnel not listed by name in Appendix C, and
  - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
  - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
  - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.
- 3.8 Accounting, Inspection and Auditing** The Consultant (i) shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and (ii) shall periodically permit the Client or its designated representative and/or the Bank, and up to two years from the expiration or termination of this Contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by the Client or the Bank, if so required by the Client or the Bank as the case may be.

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Secretary  
(CART)

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Chief Engineer  
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#### 4. CONSULTANT'S PERSONNEL

- 4.1 Description of Personnel** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.
- 4.2 Removal and/or Replacement of Personnel**
- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
  - (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
  - (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



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## 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

## 6. PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price** (a) The price payable in foreign currency/currencies is set forth in the SC.  
(b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant

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Secretary  
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for each day of delay at the rate stated in the SC.

**7. GOOD FAITH**

**7.1 Good Faith**

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

**8. SETTLEMENT OF DISPUTES**

**8.1 Amicable Settlement**

The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**8.2 Dispute Resolution**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

  
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### III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
{1.1(a)}	India.
1.3	The language is : English
1.4	<p>The addresses are:</p> <p>Client: <b>Chief Engineer, World Bank Projects, Orissa</b></p> <p>Attention: Er. Nalinikanta Pradhan</p> <p>Facsimile: + 91 – 674 – 239 1476</p> <p>E-mail: <a href="mailto:pmuosrp@gmail.com">pmuosrp@gmail.com</a></p> <p>Consultant: <b>Centre for Action Research and Training(CART).</b></p> <p>HIG-10/6, Housing Board Colony, Chandrasekharpur, Bhubaneswar- 751016,Orissa.(M)-+91-9938512549</p> <p>Attention: Mr Bighnaraj Routray, Secretary</p> <p>Facsimile: Nil</p> <p>E-mail: <a href="mailto:catr_cart@sify.com">catr_cart@sify.com</a></p>

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{1.6}	<p>The Mr Bighnaraj Routray, Secretary</p> <p>Centre for Action Research and Training(CART) HIG-10/6, Housing Board Colony, Chandrasekharpur, Bhubaneswar- 751016,Orissa</p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: Er.Nalinikanta Pradhan,Chief Engineer, World Bank Projects, Orissa__</p> <p>For the Consultant: <b>Mr Bighnaraj Routray, Secretary,</b> <b>Centre for Action Research and Training(CART)</b></p>
1.8	Deleted
1.8.1	
1.8.2	
1.8.3	Deleted
{2.1}	Effective date is the date of signing the document
2.2	The date for the commencement of Services is [7 days: Seven days]
2.3	The time period shall be : (36) thirty six months]
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988;</p> <p>(b) Third Party liability insurance, with a minimum coverage of [Rs.20,00,000 (Rupees Twenty Lakhs) ( After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always) ];</p>

  
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	<p>(c) professional liability insurance, with a minimum coverage of <i>[Three times the Contract Price]</i>;</p> <p>(d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and</p> <p>(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.</p> <p><i>Note: Delete what is not applicable</i></p>
{3.7 (b)}	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
{5.1}	"Not Applicable."
6.2(a)	The amount in foreign currency or currencies is <i>[Nil]</i> .
6.2(b)	The amount in local currency is <b>Rs.33,20,000/- + Service Tax(as applicable)</b>

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6.4(a) The accounts are:

for foreign currency or currencies: Not Applicable

for local currency: [ Current A/C No.2199 at Andhra Bank, Barmunda, Bhubaneswar]

Amount will be paid fee as a percentage of the contract value as per the schedule given below basing on completion and approval of the deliverable items by the client as stipulated in the Terms of Reference.

**Payment Schedule and deliverables**

Sl.No.	On Completion of Tasks as per ToR	(% of contract price due)
1	On submission of the inception Report complete in all respects as per Sl.No.1 of Reporting Requirement of Appendix-B and its acceptance by CE(WB) and ensuring completion of the identification, verification and initial consultation sessions ,market value assessment, and submission of updated data of Title Holders and Non-titleholders for stretches in the First mile stone of three packages including details of disbursement to be received and review of the same by the Social Manager /Social Development Specialist	10%
2	On ensuring completion of the identification, verification and initial consultation sessions, market value assessment, and submission of updated data of Title Holders and Non-titleholders for remaining stretches of three packages including details of disbursement to be received and review of the same by the Social Manager /Social Development Specialist	15%
3	On ensuring completion of disbursement of R&R Assistance, Relocation Plan, Completion of Physical Relocation of PAPs, Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS, Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS, Training for Implementing NGOs-1, for Road Safety Programme and interdepartmental and interfunctionary coordination as per para 3 of ToR for 1st Year.	10%
4	On submission of and acceptance of HIV/AIDS Campaign Action Plan, Roads Safety Action Plan and on ensuring implementation of 1st year activities of the said plans after approval in conformity with the para-3 of ToR	10%
5	On submission of documentation of Case Studies and on submission	5%

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6	On completion of Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS, Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS, Training for Implementing NGOs-1, for Road Safety Programme and interdepartmental and interfunctionary coordination for 2nd Year as per para 3 of ToR.	5%
7	On submission of and acceptance of 2 <sup>nd</sup> Year HIV/AIDS Campaign Action Plan, Roads Safety Action Plan and on ensuring implementation of 2nd year activities of the said plans after approval in conformity with the para-3 of ToR	7.5%
8	On submission of documentation of Case Studies for and on submission and acceptance of Annual Report for the 2nd Year	5%
9	On completion of Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS, Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS, Training for Implementing NGOs-1, for Road Safety Programme and interdepartmental and interfunctionary coordination for 3 <sup>rd</sup> Year as per para 3 of ToR..	5%
10	On submission of and acceptance of 3 <sup>rd</sup> Year HIV/AIDS Campaign Action Plan, Roads Safety Action Plan and on ensuring implementation of 3rd year activities of the said plans after approval in conformity with the para-3 of ToR	7.5%
11	On submission of documentation of Case Studies and on submission and acceptance of Annual Report for the 3rd Year	5%
12	On completion of compliances, submission and acceptance of withdrawal Plan and database of package level NGOs and successful consultancy completion Report.	15%
	Total	100%
6.5	<p>Payment shall be made within <u>45</u> days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within <u>60</u> days in the case of the final payment.</p> <p>The interest rate is: 8% (Commercial Bank's prime lending rate of interest) for local currency.</p>	

  
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8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p><b>Dispute Settlement</b></p> <p>8.2 (i) Any dispute, controversy, or claim arising out of or relating to this contract, or the breach, termination or invalidity thereof shall be settled by arbitration in accordance with following provisions:</p> <p>8.2 (ii) Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:</p> <p>(a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Indian Roads Congress India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Indian Roads Congress India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.</p> <p>(c) If, in a dispute subject to Clause 7.2 (ii) (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p>
8.3	<p><b>Rules of Procedure</b></p> <p>Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration &amp; Conciliation Act 1996, of India unless the Consultant is a foreign</p>

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national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

**8.4 Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

**8.5 Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2 (ii) hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

**8.6 Miscellaneous**

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in BHUBANESWAR.
- (b) the English language shall be the official language for all purposes; and [Note: English language may be changed to any other Language, with the agreement of both the parties.]
- (c) the decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.

  
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## IV. Appendices

### APPENDIX A

## TERMS OF REFERENCE

### For the Implementation of Social Management Plan under

### Orissa State Road Project(OSRP)

#### 1.0 Background:

Works Department, Government of Orissa, has planned to improve State Highways with the assistance of World Bank. Based on strategic option study, Works Department has identified 461 km of State Highways improvement under proposed Bank funded project. These roads have been prioritized as year one and year two roads.

The present improvement proposal for 204 km includes widening, strengthening and maintenance of various State Highways as well as important District roads.

A DPR report has been prepared. Detailed engineering designs are prepared for the project corridors, including comprehensive environmental and social Management Plan..

As part of project preparation a detailed social assessment is carried out for the proposed corridors. Based on the social assessment comprehensive Social Management Plan is prepared.

#### 2.0 Component of Social Management Plan are:

##### 2.1 Resettlement Action Plan (RAP)

Resettlement Action Plan (RAP) is prepared for compensating and assisting the Project-Affected Persons (PAPs) including the Project-Displaced Persons (PDPs) to restore their livelihood and resettle displaced families. The RAP which is approved in RPDAC in due compliance to the stipulations in the Resettlement and Rehabilitation Policy of Government of Orissa, 2006. Implementation of the RAP is an important component of the overall project implementation.

##### 2.2 Action Plan for the Prevention and Control of HIV/AIDS Transmission


Strategy and Action Plan for prevention of HIV/AIDS transmission are prepared. The Action Plan envisages intervention for awareness generation Behavior Change Communication (BCC), Information Education Communication (I-E-C) campaigns and care and support to AIDS orphan.

##### 2.3 Indigenous People Development Plan (IPDP)

The project envisages indigenous people development as an important component. If after initial survey it is found that the target group for implementation of IPDP are available then

  
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a strategy and Action Plan for indigenous people development is to be prepared. The indigenous plan would be implemented by NGOs involving local communities along the project road. The IPDP plan suggests preparation of community managed and community owned sustainable plan. The implementation framework of IPDP would be integrated with implementation of other social management plan

## 2.4 Implementation Mechanism

Social Management Plan will be implemented by PMU, World Bank Projects through its package unit in each contract packages. Implementation framework of Social Management Plan envisages support from NGOs for implementation at two levels. First tier will be at PMU level and second tier would be at package level. Services.Nodal NGO would be hired for three years at PMU level to facilitate implementation of social management plan along the 204 km of stretches.

To assist in the implementation of the above mentioned Management Plan, PMU, Works Department now invites the services of eligible nodal NGO. The nodal NGO will facilitate implementation of the Social Management Plans, coordinate with package level NGOs , Package Managers(Executive Engineer of the concerned corridor), Social Development Specialist. Following table outlines project stretches under proposed road improvements.

Package	Name of Corridor	Length (km)	District
1	Bhawanipatna-Khariar (SH-16)	68	Kalahandi,Bolangir, Nuapada
2	Chandbali-Bhadrak-Annadpur (SH-9 &SH-53)	95	Bhadrak
3	Berhampur-Taptapani (SH-17)	41	Ganjam
Total		204	

Nodal NGO would provide consulting services to Project Management Unit (PMU) in implementing RAP, HIV/AIDS Action Plan and Indigenous People Development Plan (IPDP) and Road Safety Awareness Campaign.

Specific Tasks of nodal NGO will include (but not limited to):

- Facilitate implementation of RAP
- Work in close coordination with package level NGOs and provide necessary guidance to Project Management Unit (PMU) and package level NGOs in smooth implementation of RAP
- Train local NGOs and Develop capacity building measures of local NGOs
- Assess the conformity of the individual entitlement matrix (micro-plan) prepared by NGOs within the framework of approved RAP.

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- Regular interaction with PMU, Package Managers/Social Development Specialist and District level committees such as RPDAC, DCAC and Grievance Redressal Cell (GRC).
- Co-ordinate with Package level Managers/Social Development Specialist.
- Provide guidance to NGOs and Package Manager/Social Development Specialist in implementation of HIV Action Plan.
- Assist in planning and implementation of the Indigenous People Development Plan.
- Ensure community participation in implementation of Social Management Plans.
- Coordinate package level NGOs in implementation of Road safety awareness programmes.

**3.0 Scope of Work**

The NGOs will play a role of secondary stakeholder in implementation of the SMP and in mitigating the adverse effects of the project and provide guidance for the implementation of SMPs. The NGOs will remain responsible for the development of a comprehensive implementation plan to facilitate the PAPs to take advantages of the options available in the projects and dovetailing existing Government developmental schemes.

**Scope of Work towards Implementation of the Social Management Plan will include (but not limited to):**

**3.1 Works Towards Implementation of RAP**

**Identification and Verification**

The nodal NGO will verify the information of PAPs list prepared by package level NGOs by using suitable statistical techniques. Based on the survey and verification, the nodal NGO would check the list of PAPs.

Facilitate Package Managers/Social Development Specialist and Package level NGOs in finalizing the list of PAPs to put such list on bill boards as per provision of RAP.

  
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*Details to be reflected in Monthly Progress Report***3.2 Documentation of Grievances and suggesting to PMU a viable solution**

- To provide technical and other support to package level NGOs for speedy solution in matter related to grievances of PAPs
- The nodal NGO would coordinate with package level NGOs and GRC at District level to provide plausible solution of grievances of PAPs and accordingly apprise PMU.
- The grievances not resolved at GRC level would be brought to PMU by nodal NGOs for further consideration.
- The nodal NGO would participate in GRC meeting at PMU level and accordingly suggest remedial measures.
- Facilitate PAPs in the GRC meeting on the decided date at State level(SLC),

*Details to be reflected in Monthly Progress Report*

The nodal NGOs would be responsible for minimizing litigation in matter regarding land acquisition and R&R assistance.

**3.3 Preparation of Relocation Plan**

- The nodal NGO in consultation with package level NGOs and Package Manager/Social Development Specialist would finalize relocation site.
- The nodal NGO would prepare relocation lay out plan, would assist PMU for finalizing allotment of land in the site.
- The nodal NGO would conduct a host population survey and endorse relocation plan.
- Assist package level NGOs in identifying suitable government land in consultation with the Revenue Department Officials and assist in negotiating its transfer to the PAPs/Manager at reasonable prices and motivate them to appreciate and welcome the new neighbors.

The Nodal NGO would be responsible for successful implementation of relocation plan.

*Details to be reflected in Monthly Progress Report***3.4 Representing the PAPs in Market Value Assessment Committee for consent award**

One of the provisions of RAP in establishing compensation is consent award through negotiation. Market Value Assessment Committees for consent award at negotiated price will be established at the district level and village level. The project will assist the eligible PAPs/PAFs towards the difference between the assessed market price and the compensation award in the form of top-up. The nodal NGO will assist the entitled persons (PAPs) in the committee to ensure that a fair assessment of replacement value takes place.

  
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*Details to be reflected in Monthly Progress Report***3.5 Inter-Agency Linkages for Income Restoration and other R&R Services**

The nodal NGO will be responsible for establishing linkages with,

- financial institutions for facilitating the PAPs to access credit.
- Government departments, district administration, etc, to ensure that the PAPs are included in the development schemes, as applicable;
- Training institutes for imparting skill and management training for enterprise creation and development.
- The nodal NGO will ensure proper utilisation of the R&R assistance given to PAPs. The nodal NGOs will liaison with concern line department for dovetailing government schemes for the generation of additional income to PAPs.

*Details to be reflected in Monthly Progress Report***3.6 Assisting the Engineer in Ensuring the Social Responsibilities**

The NGO will assist the Engineers (Supervision Consultant) to ensure that the Contractors are abiding by the various provisions of the applicable laws, concerning the worker's safety, health and hygiene; women's issues and the child labour issues.

The applicable laws include

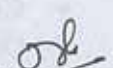
- i. The Maternity Benefit Act, 1951;
- ii. The Contract Labour (Regulation and Abolition) Act 1948;
- iii. The Minimum Wagers Act, 1948.
- iv. The Equal Remuneration Act, 1979.
- v. The industrial Employment (Standing Order) Act, 1946;
- vi. The Child Labour (Prohibition and Regulation) Act, 1986;
- vii. The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act 1996;
- viii. The Cess Act of 1996 and
- ix. The Factories Act, 1948.

Any divergence from the (workers welfare and remuneration, safety, health, hygiene, women's issues, and child labor issues) provisions of these laws should be brought to the notice of the Package Manager/Social Development Specialist and the PMU. In this regard, nodal NGO would get input with adequate evidence from package level NGOs.

*As per these laws, there are specifications regarding the facilities/requirements at the construction camp/site, including basic health care facilities, Mother and Child Welfare units and facilities for vaccinations, day creche facilities, etc. The NGO will work in co-ordination with the Female social Worker/resident engineers of the Contractor, or any other representative of the Contractors, to ensure these facilities are provided in a satisfactory manner, and all social responsibilities of the Contract is implemented satisfactorily.*

  
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***Details to be reflected in Monthly Progress Report*****3.7 Coordinating with Monitoring and Evaluation Agency**

The RAP includes a provision for mid-term and post-project monitoring and evaluation by external agencies. The nodal NGO involved in the implementation of the RAP will be required to supply all information, documents to the agency carrying out such external monitoring and evaluation. To this end, the nodal NGO will keep proper documentation of their work and the R&R process involved in the project, and will be responsible for the upkeep and updating of such documents periodically and regularly. The documentation will include photographs and videotapes of the pre-intervention and the post-intervention scenario of all the properties, structures and assets affected by the project.

***Details to be reflected in Monthly Progress Report*****3.8 Recommending for the Improvement of R&R Services**

- Extend all services recommended by the additional studies to be undertaken by the project, in respect to the R&R services to be provided as part of the project.
- Recommend and suggest techniques and methods for improvement of services extended by the concerned government departments and other agencies and committees in disbursement/extension of R&R services in the project.
- Document implementation of the R&R process and services, including difficulties faced and corresponding solutions.
- Discuss with the PMU, Works Department on contingency management and other improvement of R&R services, within the project period.

***Details to be reflected in Monthly Progress Report*****3.9 Works towards the Implementation of Action Plan for Prevention of HIV/AIDS Transmission****3.9.1 Deliver training to awareness raisers**

The NGOs shall undertake training of "Awareness Raisers" in accordance with the agreed CIP. The training on awareness building will be conducted at the beginning of the campaign and may then be repeated for some or all parties at various times in accordance with the CIP.

**The awareness raisers/ Trainees (Peer Group) education to:**

- Employees of the implementing NGOs;
- Members of NGOs, CBOs or private sectors in the project area.
- Public service delivers (e.g. teachers, health professionals) in the project area;
- Residents of the project area;
- Transport workers;
- Shopkeepers, pharmacists, fuel station staff;
- Construction workers; or
- Other stakeholders to be identified as part of the CIP.

  
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The training program will be tailored for each group. These are:

- Need Assessment Work Shop for 3-Implementing NGO one in each year(2 days 3 participants each)
- Induction training for 3-Implementing NGO one in each year(2 days 3 participants each)
- Induction training for Peer Educators one in each year 3-Corridors (2 days 6 participants each)
- Refresher training for 3-Implementing NGO one in each year(2 days 3 participants each)
- Refresher training for Peer Educators one in each year 3-Corridors (2 days 6 participants each)

*Details to be reflected in Monthly Progress Report*

### **3.9.2 Finalize HIV/ AIDS awareness campaign: Design & Implementation of campaign**

The nodal NGOs shall act as architect of campaign delivery method. The nodal NGO in consultation with PMU, Package Managers/Social Development Specialist and package level NGOs would finalize CIP agreed in HIV/AIDS action plan.

The NGOs shall work for partnership development with various secondary stakeholders such as OSACS, DFID, UNAIDS for partnership development in campaign delivery.

The nodal NGOs must put in place reasonable quality control measures for ensuring that package level NGOs undertake their role to a satisfactory standard and diligently.

Make available AIDS drugs 2 out of 5(ART) to all infected by HIV/AIDS in consultation with State AIDS Control society and provide care and support to all AIDS orphan. *(This exercise is limited to 1 km corridor of road and budget would be entirely financed by project authorities)*

*Details to be reflected in Monthly Progress Report*

### **3.9.3 Campaign Monitoring, Evaluation and Coordination**

The NGOs shall design and implement a monitoring and evaluation (M&E) system, using a small number of measurable indicators and target values, to assess the impact of the campaign. The M & E system shall be described in the CIP and agreed with the client.

The system shall include a sample survey of beneficiaries (i) change in health profile (ii) change in knowledge in relation to HIV and (iii) change in sexual behaviour, knowledge attitude, attitude towards HIV and safe sex.

Beginning after approval of the CIP, the NGOs shall prepare monthly progress reports to a format to be agreed with the client that states:

- Mid term report that assess the impact to date of the campaign and proposes modifications for improvement, and
- End of campaign report that assesses the impact of the road improvements on the prevalence of HIV/ AIDS and the impact of the campaign in preventing the spread of HIV/ AIDS.

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The NGOs shall operate for the life of the campaign as a coordinator between the client, works contractors, Engineers, implementing NGOs, local NGOs or CBOs and other parties with an interest in HIV/ AIDS awareness in the project area. The NGOs shall maintain close collaboration with the State AIDS Control Society, DFID,UNAIDS and any other party hired by PMU, Works Department on adjacent stretches to undertake similar work. Accordingly, it is expected that the NGOs shall have at least one office open within the project area throughout the campaign.

*Details to be reflected in Monthly Progress Report*

### 3.10 Works towards the Implementation of Indigenous People Development Plan

- Coordination with District Administration for dovetailing schemes of rural development such as TSC, total literacy mission etc and understanding community needs of such project. The objective of such assessment is to integrate IPDP to these rural development plans in selected stretches for partnership development.
- Facilitate package level NGOs to involve community based organisations, and local NGOs working along project stretches in the planning mission of present project IPDP.

*Details to be reflected in Monthly Progress Report*

### 3.11 Works towards Road Safety Programme

The Nodal NGO shall undertake a desk review and survey of the project area to determine the following:


- i. NGOs, CBOs or other public service deliverers operating in the project area that have an interest and capacity to be involved in the project;
- ii. Location of accident blackspots, number of road deaths and serious injuries in the project area based on secondary information;
- iii. Location of places where road users gather
- iv. Location of schools and other places where vulnerable road users may congregate;
- v. Priority target stakeholders and key behaviours to be influenced under the project;
- vi. Availability of existing public awareness materials and media channels;

The nodal NGO shall train package level NGO about road safety programme, techniques, community involvement and will share findings of above mentioned data and information.

- Training for 3-Implementing NGO one in each year(2 days 3 participants each)

  
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**Details to be reflected in Monthly Progress Report**

**3.12 To develop user friendly software for managing retrieving strong data base of NGOs**

- The Noda NGO would develop suitable software with linkages among database of different NGOs
- The data base would be provided by NGOs in soft copy
- The software so generated would have quality to formulate implementation plan for other section of OSRP
- Demonstrate the software in front of officials of PMU,OWD

**3.13 To highlight best practices of implementation of NGOs and develop mechanism for replication in other section of OSRP**

- Scope of services in the above mentioned objectives is to document best practices as case studies and prepare steps to follow above mentioned best practices in other stretches.
- Illustrate role of PMU,OWD in implementation of best practices in other section of OSRP

**Nodal NGO would be responsible for sustainable management and implementation framework of Social Management plans and would make withdrawal plan of package level NGOs.**

**3.14 Documents to be deposited**

- Documentation of Case Studies/Best Practices-12 copies(4 copies in each year)
- Production of Annual Report- 15 copies(5 copies in each year)

**4.0 Condition of Services**

The NGO will ensure that the Social Management Plans is implemented in an effective and proper manner. The prime responsibility of the NGO will be to ensure that each and every eligible PAPs receive appropriate and due entitlement (within the Entitlement Framework of OSRP) and that, at the end of the project the eligible PAPs have improved (or at least restored) their previous standard of living. People along the corridor are aware about the HIV/AIDS.

Additionally the NGO will help the PMU in all other matters deemed to be required to implement the Social Management Plan in its spirit and entirety.

All documents created, generated or collected during the period of contract, in carrying out the services under this assignment will be the property of the OWD. No information gathered or generated during and in carrying out this assignment will be disclosed by the NGO without explicit permission of the OWD.

Any other services not included in the scope of work of ToR but required for effective implementation of Social Management Plan

  
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The nodal NGO would open an office in Bhubaneswar preferably near PMU office.

### 5.0 Time frame for Services

The NGOs will be contracted for a period of three years from the date of commencement, with a withdrawal methodology in built into the proposals from the NGO.

Sl.No.	Tasks as per ToR	Due date and months from start	No. of Copies
1	Submission of the inception Report complete in all respects	1	4
2	Completion of the identification, verification and initial consultation sessions, and submission of updated data of Non-titleholders and review of the same by the Social Manager and nodal NGOs.	2	4
3	Preparation of Campaign Implementation Plan of HIV/AIDS Action Plan	2	4
4	Completion of Market Value Assessment	3	4
5	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	4	4
6	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	6	4
7	Finalization of Relocation Plan	4	4
8	Disbursement of Assistance	4	4
9	Disbursement of compensation	4	4
10	Physical Relocation of PAPs	8	4
11	Training for Implementing NGOs-1, for Road Safety Programme	2	4
12	Documentation of Case Studies for the Fist Year	12	4
13	Annual Report for the Fist Year	12	4
14	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	14	4
15	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	14	4
16	Training for Implementing NGOs-1, for Road Safety Programme	14	4

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17	Documentation of Case Studies for the Second Year	24	4
18	Annual Report for the Second Year	24	4
19	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	26	4
20	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	26	4
21	Training for Implementing NGOs-1, for Road Safety Programme	28	4
22	Documentation of Case Studies for the Third Year	34	4
23	Annual Report for the Third Year	34	4
24	Withdrawal Plan and Database of Package level NGOs to PMU	35	4
	Total	36	4

  
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## 6.0 Data, Services and Facilities to be provided by the Client

The OWD will provide to the NGO the copies of the PAPs' Census, the RAP, the land acquisition plan, HIV/AIDS action Plan, any other relevant reports/data prepared by the package level NGOs. The SMU will assist the nodal NGOs in collaborating with the Supervision consultant.

All facilities required in the performance of the assignment, including office space, office stationery, transportation and accommodation for staff of the NGO, etc., will be born by the NGO.

## 7.0 Team for the Assignment

The NGO will depute a team of professional at the office and at the site. The constitution of the team for the team members is given below:

The CVs of the following staff are provided on or before contract negotiations and are evaluated quality against the criteria set down

Sl.No	Position	Man Months
1	Team Coordinator /Community Mobilizer-1	36
2	HIV/AIDS specialist-1	36
3	Communication Strategy Specialist-1	12

CVs for following staff are not required. However, the inputs of these are included in the technical proposal and the costs in respect of these personnel are included in the financial proposal

Sl.No	Position	Man Months
1	MIS Expert-1	36
2	Counselor-2	36
3	Accountant-1	36

8.0 Additionally the following conditions will apply to the team proposed by the nodal NGO.

- That the proposal should accompany a personnel deployment schedule, clearly indicating whether the deployment is home-office based or in the field.
- That the NGOs must propose at least one woman as part of the key personnel.
- That the women key persons, if selected for the contract, may be replaced during the period of contract, only with women key persons of equivalent qualifications and experience.

## 9.0 Key Points agreed during Negotiation

1. The NGO will make a site establishment in Bhubaneswar near PMU Office in terms of the TOR ( enclosed in the RFP) and post the following 3 key personnel suggested by the NGO in the technical proposal:

- (i.) Mr. L. B. Hota            Team Coordinator
- (ii.) Ms.P.K.Mohapatra    HIV/AIDS Specialist
- (iii) Mr. S. K.Behera        Community Strategy Specialist

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2. The NGO shall assist the Package Manager/Social Development Specialist in implementing of three packages in carrying out all the activities mentioned in the Scope of the Work of the TOR which focused in the RFP for the facilitation of community participation in the part of the implementation of RAPs and IPDPs.
3. The Nodal NGO will verify the information of PAPs list along with claim of each household prepared by package level NGO (which is prepared by consultant during DPR) and make a detailed report thereon.
4. All the documents prepared by package level NGO like inception report, CIP, monthly /quarterly report, finalization of I-Cards and all other documents to be submitted to PMU will be certified by Nodal NGO and get the approval of the Social Development Specialist/Package Manager..
5. At least one member of the nodal NGO should be present with package level NGO all through the project period.
6. The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect.
7. The Consultant agrees to take up other stretch if approved by PMU and the Consultancy fees will be negotiated
8. The NGO will assist the Package Manager/Social Development Specialist in implementing all three packages in carrying out all the activities mentioned Scope of the Work of the TOR enclosed in the RFP for the facilitation of community participation in the implementation of RAPs and IPDPs.
- 9 The NGO will prepare quarterly implementation plan of each quarter under RAP after consultation with Package Manager/Social Development Specialist and Implementing NGO will obtain the approval of the same and implement such plan in a time bound manner.
10. The Nodal NGO will organise quarterly review meeting for implementation RAP in every quarter and keep minutes of the meetings.
11. The NGO will keep suitable data relating to the PAPs and undertake concurrent evaluation for enabling any one to know whether improvements (or otherwise) are taking place in their quality of lives.

  
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**10.0 Review Committee to Monitor Consultants' Works**

A review committee consisting of the following officers of the OWD shall review the progress of the work and the consultants' performance quarterly.

- o Chef Engineer, World Bank Project - Chairman
- o Package Manager(Executive Engineer of the Corridor)- Member
- o Assistant Commissioner(LA) - Member
- o .Social Development Specialist, World Bank Project - Member
- o Financial Advisor/Senior DAO - Member
- o Executive Engineer-II(PMU) - Convener

**11.0 Review on RAP will be taken up by Revenue Divisional Commissioner as and when required**

  
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**Appendix B**  
**Reporting Requirements**

Sl.No.	Time Schedule	Due date and months from start	No. of Copies
1	On submission of the inception Report complete in all respects It includes- each of the Tasks of the NGO/CBO as set out in the TOR, The status of and methodology proposed for each of the said Tasks in the TOR, The initial work plan and schedule, The contract Budget, and expenditures/commitments against the Budget, actual and forecast. Identify any likely deviations from the original proposal and any significant issues that have been identified, The proposed content and format of subsequent Progress Reports (Monthly and Quarterly) to be submitted under the Contract.	1	4
2	On completion of the identification, verification and initial consultation sessions, and submission of updated data of Non-titleholders and review of the same by the Social Manager and nodal NGOs.	2	4
3	Preparation of Campaign Implementation Plan of HIV/AIDS Action Plan	2	4
4	Completion of Market Value Assessment	3	4
5	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	4	4
6	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	6	4
7	Finalization of Relocation Plan	4	4
8	Disbursement of Assistance	4	4
9	Disbursement of compensation	4	4
10	Physical Relocation of PAPs	8	4
11	Training for Implementing NGOs-1, for Road Safety Programme	2	4
12	Documentation of Case Studies for the Fist Year	12	4
13	Annual Report for the Fist Year(To be submitted within 30 dys of the end of each twelve (12) month period commencing from the Effective Date) The Annual Report shall: summaries the Progress throughout the year	12	4

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	<p>and describe the current status of each task identified the TOR;</p> <p>discuss any significant problems that arose during the period and how they were overcome;</p> <p>make recommendations for any significant changes to the programme or tasks which will benefit the objectives of the TOR.</p>		
14	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	14	4
15	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	14	4
16	Training for Implementing NGOs-1, for Road Safety Programme	14	4
17	Documentation of Case Studies for the Second Year	24	4
18	<p>Annual Report for the Second Year (To be submitted within 30 days of the end of each twelve (12) month period commencing from the Effective Date)</p> <p>The Annual Report shall:</p> <p>summarises the Progress throughout the year and describe the current status of each task identified the TOR;</p> <p>discuss any significant problems that arose during the period and how they were overcome;</p> <p>make recommendations for any significant changes to the programme or tasks which will benefit the objectives of the TOR.</p>	24	4
19	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 for HIV/AIDS,	26	4
20	Refresher Training for Implementing NGOs-1, Refresher Training for Peer Educators-1 for HIV/AIDS	26	4
21	Training for Implementing NGOs-1, for Road Safety Programme	28	4
22	Documentation of Case Studies for the Third Year	34	4
23	<p>Annual Report for the Third Year/Final Report</p> <p>The Final Report, incorporating any amendments agreed with the Client, shall:</p> <p>summarises the concluding status of all Tasks identified in the TOR;</p> <p>Identify any problems that arose during the implementation of the project and how that they were overcome;</p> <p>Make realistic recommendations for future actions, if any, by the client and/or PAPs;</p> <p>Record the final Contract budget position</p>	34	4

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 Secretary  
 C.A.R.T.

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24	Withdrawal Plan and Database of Package level NGOs to PMU	35	4
25	The progress Reports (Monthly) shall be submitted the content and in the format proposed by the NGO/CBO and as approved by the client but shall, in any event, record in brief significant progress or problems, as the case may be, with each of the Tasks, identified in the TOR. Significant expenditure and commitments, actual and projected, against budget, with the objective of completing within budget. To be submitted within 10 days of the end of each month after the Effective Date, throughout the period of the Contract	Each month	4
26	The Progress Reports(Quarterly) shall be submitted with the content and in the format proposed by the NGO/CBO in the Inception Report and as approved by the Client but shall, in any event, record in detail: Progress or problems, as the case may be, with each of the Tasks identified in the TOR; Progress against the workplan and schedule, any deviations thereto, and proposed changes in the light of problems or issues arising, with the To be submitted within 15 days of the end of each three(3) month period commencing from the due date of submission for the Inception Report.	Quarterly	4
	Total	36	4

  
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**Appendix C  
Key Personnel  
(Refer Clause 4.1 of the Contract)**

<b>Key Professional</b>				
Sl. No	Name	Qualification	Experience	Description of work
1	Mr.Laxmi Bilash Hota	M.A(Anthropology), LLB	5	As a team Coordinator he is responsible for the development of a comprehensive implementation plan to facilitate the PAPs to take advantages of the options available in the projects and dovetailing existing Government developmental schemes
2	Ms.Pramila Kumari Mohapatra	M.A(Anthropology)	15	As a HIV/AIDS Specialist he/she will assist Implementing NGOs in counseling and imparting communication techniques of HIV AIDS in the respective Corridors S/he will also coordinate with OSACs and in consultation with PMU, Package Managers/Social Development Specialist and package level NGOs would finalize CIP agreed in HIV/AIDS action plan.
3.	Mr. Sudhir Kumar Behera	MA(Social Work)	20	As a Community Strategy Specialist S/he will verify the information of PAPs list prepared by package level NGOs by using suitable statistical techniques. Based on the survey and verification S/he will plan specific strategy for the restoration of the livelihood of PAFs.

  
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Appendix D

Breakdown of Contract Price in Foreign Currency

Not Used

Sl. No.	Activity	Unit	Contract Price (Rs.)
1	...	...	...
2	...	...	...
3	...	...	...
4	...	...	...
5	...	...	...
6	...	...	...
7	...	...	...
8	...	...	...
9	...	...	...
10	...	...	...
11	...	...	...
12	...	...	...
13	...	...	...
14	...	...	...
15	...	...	...
16	...	...	...
17	...	...	...
18	...	...	...
19	...	...	...
20	...	...	...
21	...	...	...
22	...	...	...
23	...	...	...
24	...	...	...

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Chief Engineer  
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### Appendix E

#### Breakdown of Contract Price in Local Currency

List here the elements of cost used to arrive at the breakdown of the lump sum price — local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

Sl.	Activities	Unit	Cost per Unit in Rs.
1.	Inception Report	Km. Road	1500.00
2.	Identification, Verification and Updation of PAP Database	PAP	60.00
3.	Preparation of Campaign Implementation Plan of HIV / AIDS Action Plan.	Km. Road	750.00
4.	Completion of Market Value Assessment	PAF	30.00
5.	Need Assessment Workshop-1, Need Assessment Training for NGO-1, Induction Training for Peer Groups HIV/AIDS -1	Per Training	30,000.00
6.	Refresher Training for NGOs-1, Refresher Training for Peer Educators -1	Per Training	30,000.00
7.	Finalisation of Relocation Plan.	PAF	12.00
8.	Finalisation of Disbursement Assistance	PAF	30.00
9.	Disbursement of Compensation	PAF	30.00
10.	Physical Relocation of PAPs	PAF	18.00
11.	Training for Implementing NGO-1, for Road Safety Programme	Per Training	60,000.00
12.	Documentation of Case Study for the 1 <sup>st</sup> year (4 copies)	Km. Road	450.00
13.	Annual Report for 1 <sup>st</sup> year (4 copies)	Km. Road	750.00
14.	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators-1 HIV/AIDS (2 Years)	Per Training	30,000.00
15.	Refresher Training for Implementing NGOs -1, Refresher Training for Peer Educators-1 (2 <sup>nd</sup> Year)	Per Training	30,000.00
16.	Training for Implementing NGOs-1, for Road Safety programme (2 <sup>nd</sup> Year)	Per Training	60,000.00
17.	Documentation of Case Study for the 2 <sup>nd</sup> year (4 Copies)	Km. Road	450.00
18.	Annual Report for 2 <sup>nd</sup> Year (4 Copies)	Km. Road	750.00
19.	Need Assessment Workshop-1, Induction Training for Implementing NGOs-1, Induction Training for Peer Educators -1, HIV/AIDS	Per Training	30,000.00
20.	Refresher Training for Implementing NGOs-1, Refreshers Training for Peer Educators-1 for HIV/AIDS	Per Training	30,000.00
21.	Training for Implementing NGOs-1 for Road Safety Programme	Per Training	60,000.00
22.	Documentation of Case Study for the 3 <sup>rd</sup> year (4 Copies)	Km. Road	450.00
23.	Annual Report for the 3 <sup>rd</sup> year. Annual	Km. Road	750.00
24.	Completion report and withdrawal phase	Km. Road	1500.00

- N.B:**
1. Service Tax are not included.
  2. Calculation is done based on 2009 price, subsequent year annual hike will be as per the Consumer Price Index of RBI.
  3. Additional Charges for separate activities which are not mentioned above and is negotiable.

  
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### Bank Guarantee for Advance Payment

Not Used

The OWP will provide to the MCA the copies of the Bank Guarantee. The OWP will also provide to the MCA the copies of the Bank Guarantee. The OWP will also provide to the MCA the copies of the Bank Guarantee. The OWP will also provide to the MCA the copies of the Bank Guarantee.



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**Appendix F**

**Services and Facilities Provided by the Client**

The OWD will provide to the NGO the copies of the PAPs' Census, the RAPs of three Corridors, the land acquisition status, HIV/AIDS Action Plan, any other relevant reports/data prepared by the package level NGOs. The PMU will assist the nodal NGOs in collaborating with the Supervision consultant.

  
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## MINUTES OF THE CONTRACT NEGOTIATIONS MEETING

### **CONSULTANCY SERVICES FOR NODAL NGO- CENTRE FOR ACTION FOR RESEARCH AND TRAINING(CART)FOR IMPLEMENTATION OF SOCIAL SAFEGUARD INSTRUMENTS FOR WORLD BANK ASSISTED YEAR-1 ORISSA STATE ROADS PROJECT**

Held on 29<sup>th</sup> October-2009.

The negotiation meeting chaired by the Chief Engineer, World Bank Project, Orissa in the mini-conference hall of the P.M.U of OSRP, Nirman Soudha, Bhubaneswar.

#### **Members present**

##### **A. Members representing Government of Orissa**

1. Mr. Jayamangal Nayak-Chief Engineer, World Bank Projects
2. Mr. Mr.S.K.Behera –Spl.LAO,PMU
3. Mr. A.K.Dey - SDS, PMU
4. Mr. S.N.Ray - Social Welfare Officer

##### **B. Members representing the consulting Firm**

1. Mr. Bighnaraj Routray- Secretary,  
Centre for Action Research and Training (CART)

At the outset, the Chief Engineer, World Bank Projects, Orissa welcomed the consultant participating in the meeting.

The Consultant submitted confirmation on the availability of all key personnel for proposed assignment. As per the Section-5 of the Terms of Reference attached to the RFP, the Consultant reported that the firm has already submitted CVs of the proposed Key Professionals for review by the Client.

The following points were discussed and agreed upon.

1. As part of the Technical Negotiations a discussion of the Technical Proposal, the proposed technical approach and methodology, work plan, and organization and staffing and suggestions made by the Consultant to improve the Terms of Reference were discussed and agreed in a meeting chaired by the Engineer-in Chief(Civil) on dt.09.10.2009.
2. The breakup of financial bid was submitted by the consultant. The Client agreed to supply Oriya translation of R&R frame work and other materials such as hoardings, leaflets etc for awareness of HIV/AIDS, Roads Safety, Capacity Building etc.
3. The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect. It is agreed by both the parties.

CONSTITUTIONAL RIGHTS FOR WOMEN  
RESEARCH AND TRAINING CENTER FOR THE STUDY OF WOMEN  
AND GENDER EQUALITY  
100 UNIVERSITY STREET, NEWTON, MASSACHUSETTS 02459  
TEL: (617) 552-1234

July 15, 1980

The following meeting was held on July 15, 1980, at the  
University of Massachusetts, Lowell, Massachusetts.

Participants:

Ms. [Name], [Address]

Ms. [Name], [Address]

Ms. [Name]

Ms. [Name]

Minutes regarding the meeting held

Ms. [Name]

Ms. [Name]

The meeting was held in the [Room] of the [Building] at the  
University of Massachusetts, Lowell.

The meeting was held on July 15, 1980, at the  
University of Massachusetts, Lowell, Massachusetts.

The following agenda was discussed and agreed upon:

1. As part of the [Project], a meeting was held on July 15, 1980,  
at the University of Massachusetts, Lowell, Massachusetts.

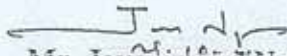
2. The purpose of the meeting was to discuss the [Project] and  
to plan for the future.


3. The meeting was held in the [Room] of the [Building] at the  
University of Massachusetts, Lowell, Massachusetts.



4. The Issue of payments to the Consultant was discussed and agreed by the Client. The Draft Contract is prepared accordingly for the payment to consultant as mentioned in Cl.6.4 (a).
5. The issue of payment of carrying out additional services was also discussed. To take up other stretch if approved by PMU and the Consultancy fees will be negotiated and attached in the draft Contract for future requirement.

The meeting ended with the Vote of Thanks to the Chair.

  
Mr. Jayanigal Nayak  
Chief Engineer  
World Bank Projects, Orissa

  
29/10/09  
Mr. Bighnaraj Routray  
Authorised Signatory,  
CART, Bhubaneswar

Secretary  
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Bhubaneswar

The Board of Directors of the Corporation has the honor to acknowledge the receipt of your letter of the 14th day of June, 1914, in relation to the proposed amendment to the Charter of the Corporation, and in reply to inform you that the same has been referred to the Board of Directors for their consideration.

The Board of Directors will advise you of the result of their action at a later date.

Very truly yours,  
W. H. B. Smith,  
President

W. H. B. Smith,  
President



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(28)

GOVERNMENT OF ORISSA  
WORKS DEPARTMENT

\*\*\*\*

No. 1933 /W., Bhubaneswar, dated the 8th February, 2010  
EAP(Cell)-76/09  
From

Sri S. K. Ray,  
EIC-cum-Secretary to Government.

To

The Chief Engineer (DPI & Roads),  
Orissa, Bhubaneswar.

**Sub: Engagement of NGOs (for Nodal and three Corridors) for implementation of Social Safe Guard/Instruments for the World Bank assisted Year-1 Orissa State Roads Project.**

Sir,

I am directed to refer to your Letter No. 47012 dated 28.10.2009 on the above subject and to say that after careful consideration Government have been pleased to approve your proposal for engagement NGOs for Nodal and three corridors of Orissa State Roads Project as follows.

Sl. No.	Name of Corridor	Name of the NGO	Cost of engagement (in Rs.)	Remark
1	Berhampur-Taptapani	Krusi Adivashi Self-help Society (KASS)	Rs. 37,24,730/-	Package level
2.	Bhawanipatna-Khariar	Krusha Adivashi Self-help Society (KASS)	Rs. 37,05,680/-	
3	Chandbali-Bhadrak-Anandpur	Voluntary Action for Rural Reconstruction & Social Action (VARRSA)	Rs. 41,37,575/-	
4	Nodal NGO	Centre of Action Research & Training (CART)	Rs. 33,20,000/-	
		Total	Rs. 1,48,87,985/-	

2. Since Finance Department has conveyed its observation that Administrative Department is competent for executing the contract, you are requested to execute the same with each of the NGO and send the documents to Works Department for reference.

Yours faithfully,

*Sri Narayan Singh / Sri S. Raju*  
*Sd/-*  
*10/2/10*

*[Signature]*  
EIC-cum-Secretary to Government

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DEPARTMENT OF CRIME  
WORKS DEPARTMENT



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By Speed Post

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

Letter No. PIU - WB - 2 / 2007 / Pt

6725

Dt. 16.2.10

From

Chief Engineer  
World Bank Projects  
Orissa, Bhubaneswar  
Email: [pmuosrp@gmail.com](mailto:pmuosrp@gmail.com)

To

The Secretary  
CENTRE FOR ACTION RESEARCH AND TRAINING (CART)  
HIG-10/6, Housing Board Colony  
Chandrasekharpur, Bhubaneswar- 751016 (Orissa)

Sub: - *Consultancy Services for Engagement of Nodal-NGO for Implementation of Social Safeguard Instruments for the World Bank Assisted Year-I Orissa State Roads Project.*

Ref: *Your Technical and Financial Proposal dt.21.07.2009*

Award of Contract thereof:

Sir

In inviting a reference to your aforesaid offer and the approval of the Government of Orissa, Works Department, this is to intimate that the Contract for the aforesaid consultancy services is hereby awarded to you for an amount of Rs.33, 20,000/- + Service tax (as applicable) as per the following condition.

1. The consultancy service shall be strictly limited to the agreed period.
2. Additional liability shall not be created in respect of the Consultancy Services.
3. The Consultant will give their service as per the ToR in the Contract
4. The Consultant will produce an affidavit before commencement of services showing all the information mentioned in Technical Proposal are true and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect.

You are requested to attend this office within 21(twenty-one) days for signing the contract.

Yours faithfully,

  
Chief Engineer  
World Bank Projects, Orissa,

Memo No.

6726

Dt

16.2.10

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Orissa for favour of information.

*[Signature]*  
Chief Engineer

World Bank Projects, Orissa,

Memo No.

6727

Dt

16.2.10

Copy submitted to **Mr. Rajesh Rohatgi**, Sr. Transport Specialist & Task Team Leader OSRP, Sustainable Development (South Asia Region), The World Bank, 50-M, Santi Path, Chanakyapuri, New Delhi-110002 for favour of information.

*[Signature]*  
Chief Engineer

World Bank Projects, Orissa,



23 FEB 2010

# भारतीय गैर न्यायिक

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## INDIA NON JUDICIAL



ओडिशा ORISSA  
BEFORE SRI

I.K. MOHA ATRA  
NOTARY, BBSR.  
GOVT. OF ORISSA, INDIA  
REGD. NO. ON-19/2000

09AA 927201

NOTARY PUBLIC, BHUBANESWAR.

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I, Sri Bighnaraj Routray, Secretary, Centre for Action Research and Training (CART), H.I.G-10/6, Phase-I, Housing Board Colony, Chandra Sekharpur, Bhubaneswar-751016, District-Khorda, do here by solemnly affirm and state that the information mentioned in Technical Proposal "Implementation of Social Safeguard Instruments" submitted to the Chief Engineer, World Bank Projects, Orissa on dt. 21.07.2009 are true to the best of my knowledge and if any matter found false in future the Consultant is liable to refund all the Consultant's fees till date and will be debarred from the services with immediate effect.

That the fact stated above are true to the best of my knowledge.

IDENTIFIED BY ME  
ADVOCATE, BHUBANESWAR

Secretary  
CART



Secretary  
CART  
DEPONENT  
Secretary, CART.

I.K. MOHA ATRA  
NOTARY, BBSR.  
GOVT. OF ORISSA, INDIA  
REGD. NO. ON-19/2000  
Notary Public, Bhubaneswar.



298

22.2.10

DISTRICT TREASURY  
KHONDA, BHUBANESWAR  
20 FEB 2010  
TREASURY OFFICER

B. Nayak

A. K. Choudhary

Alshaya Ku. Choudhary  
Stamp Vendor  
Civil Court, BRS

Secretary  
CART



I, Mr. Dipak Kumar Nayak, Secretary, Centre for  
Action Research and Training (CART), H.1.0-10/6, Phase-I,  
Housing Board Colony, Chandrasekharpur, Bhubaneswar-751016,  
Khon-da-Khonda, do hereby solemnly affirm and state that  
the information mentioned in technical proposal  
"Implementation of Social Safeguard Instruments"  
submitted to the Chief Engineer, World Bank Project,  
CART on dt. 21.07.2009 are true to the best of my  
knowledge and if any matter found false in future the  
consultant is liable to refund all the consultant's fees  
till date and will be debited from the services with  
immediate effect.

That the fact stated above are true to the best  
of my knowledge.

Secretary, CART  
DEPARTMENT



B. C. Jaiswal  
FF WBP

Secretary Public, Bhubaneswar