

AGREEMENT No- 1 OF 2008-09



**GOVERNMENT OF ORISSA**  
**WORKS DEPARTMENT**

**CONTRACT FOR CONSULTANTS' SERVICES**

**For**  
***Construction Supervision of 1<sup>st</sup> Year Roads***  
***under***  
***Orissa State Roads Project***

between

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

and

**M/s. SMEC International Pty. Ltd.**  
**5<sup>th</sup> Floor, Tower C, DLF Building No.8,**  
**DLF cyber City, Phase-II, Gurgaon 122001**

in association with

**M/s. SMEC (India) Pvt. Ltd.**  
**5<sup>th</sup> Floor, Tower C, DLF Building No.8,**  
**DLF cyber City, Phase-II, Gurgaon 122001**  
**and**

**M/s. CMEC Consulting Engineers**  
**Plot No. 551/2417, Samantarapur Chhak,**  
**Old Town, Bhubaneswar-2**

***Project Implementation Unit, Orissa State Roads Project***  
***Office of the Engineer-in-Chief (Civil), Orissa,***  
***Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001***  
**Dated: 21st August, 2008**

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*Chief Engineer*  
**World Bank Projects**  
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*Ch. J. J. J.*  
**Chief Engineer**  
**World Bank Projects**  
**Office of the E.I.C (Civil) Division,**  
**Bhubaneswar.**

भारतीय गैर न्यायिक

एक सौ रुपये

रु. 100



सत्यमेव जयते

Rs. 100

ONE  
HUNDRED RUPEES

भारत INDIA  
INDIA NON JUDICIAL

CONTRACT FOR CONSULTANTS' SERVICES

उड़ीसा ORISSA

For

264625

*Construction Supervision of 1<sup>st</sup> Year Roads under Orissa State Roads  
Project*

This CONTRACT (hereinafter called the "Contract") is made the *21<sup>st</sup>* day of the month of *August, 2008*, between, on the one hand, Works Department, Government of Orissa through Chief Engineer, World Bank Projects, Orissa (hereinafter called the "Client") and, on the other hand, an association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely,

M/s. SMEC International Pty. Ltd.  
5<sup>th</sup> Floor, Tower C, DLF Building No.8,  
DLF cyber City, Phase-II, Gurgaon 122001

in association with

M/s. SMEC (India) Pvt. Ltd.  
5<sup>th</sup> Floor, Tower C, DLF Building No.8,  
DLF cyber City, Phase-II, Gurgaon 122001

and

M/s. CMEC Consulting Engineers  
Plot No. 551/2417, Samantarapur Chhak,  
Old Town, Bhubaneswar-2


(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");

  
Consultant



  
Chief Engineer  
World Bank Projects, Orissa  
Plot No. 551/2417, Samantarapur Chhak,  
Old Town, Bhubaneswar-2

- (b) the Consultant, having represented to the Client that he 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 has applied for 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;

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
    - Appendix B: Reporting Requirements
    - Appendix C: Personnel and Sub-Consultants – Hours of Work for Key Personnel
    - Appendix D: Cost Estimates in Foreign Currency
    - Appendix E: Cost Estimates in Local Currency
    - Appendix F: Duties of the Client
    - Appendix G: Form of Advance Payments Guarantee
    - Appendix H: Additional Services
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 Consultant accordance with the provisions of the Contract.


*Handwritten signature*



*Handwritten signature*  
 Chief Engineer  
 World Bank Projects  
 Of the E.L.C. (Civil) Orissa  
 Bhubaneswar


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 *Government of Orissa*

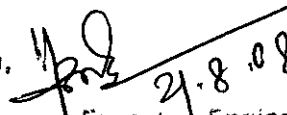
  
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**Er. J.M. Nayak** Chief Engineer  
 Chief Engineer, World Bank Project  
 O/o the E.I.C. (Civil) Orissa,  
 Bhubaneswar

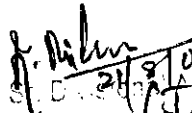
For and on behalf of each of the Members of the Consultant

*SMEC International Pty. Ltd. in association with  
SMEC India Pvt. Ltd. & CMEC Consulting Engineers*

  
 \_\_\_\_\_  
 21.8.08  
**Ramesh Chandra**  
 Director Operations (H&T)



Witness : 1.  21.8.08 (Manoranjan Mishra)  
 Executive Engineer  
 P. I. Unit, O. S. R. P.  
 O/o the E.I.C. (Civil)  
 Orissa, Bhubaneswar

 21.8.08 (Manish)  
 Executive Engineer  
 P. I. Unit, O. S. R. P.  
 O/o the E. I. C. (Civil)  
 Orissa, Bhubaneswar.

Witness :  21.08.08

## II. GENERAL CONDITIONS OF CONTRACT

### 1. GENERAL PROVISIONS

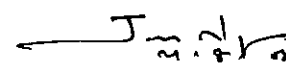
#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever 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 such 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) "Day" means calendar day.
- (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 professionals and support staff provided by the Consultants or by any Sub-Consultants and assigned to perform the Services or any part thereof; "Foreign Personnel" means such professionals and support staff who at the time of being so provided had their domicile outside the Government's

Consultant  




  
Chief Engineer  
World Bank Projects, Orissa  
World Bank Projects  
To the E.I.C. (Civil) Orissa  
Rhubaneswar

country; "Local Personnel" means such professionals and support staff who at the time of being so provided had their domicile inside the Government's country; and "Key Personnel" means the Personnel referred to in Clause GC 4.2(a).

- (n) "Reimbursable expenses" means all assignment-related costs other than Consultant's remuneration.
- (o) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (p) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (q) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (r) "Third Party" means any person or entity other than the Government, the Client, the Consultant or a Sub-Consultant.
- (s) "In writing" means communicated in written form with proof of receipt.

## 1.2 Relationship Between the Parties

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between the Client and the Consultant. The Consultant, subject to this Contract, has complete charge of Personnel and Sub-Consultants, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

## 1.3 Law Governing Contract

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

## 1.4 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.

## 1.5 Headings

The headings shall not limit, alter or affect the meaning of this Contract.

## 1.6 Notices

1.6.1 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.

1.6.2 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.

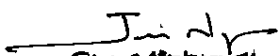


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 World Bank Projects  
 O/o the E.I.C (Civil) Orissa  
 Bhubaneswar



- 1.7 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.
- 1.8 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.
- 1.9 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.
- 1.10 Taxes and Duties** The Consultant, Sub-Consultants and Personnel shall pay such indirect taxes, duties, fees and other impositions levied under the Applicable Law as specified in the SC.
- 1.11 Fraud and Corruption**
- 1.11.1 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 execution of the Contract. 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" 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;




  
 Chief Engineer,  
 World Bank Projects  
 Office of the E.I.C (Civil) Orissa  
 Bhubaneswar

**1.11.2 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 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 practices in competing for, or in executing, a Bank-financed contract;

**1.11.3 Commissions and Fees**

- (d) will require the successful Consultants 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 fee.

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

**2.1 Effectiveness of Contract**

This Contract shall come into force and effect on the date (the "Effective Date") of the Client's notice to the Consultant instructing the Consultant to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the SC have been met.

**2.2 Termination of Contract for Failure to Become Effective**

If this Contract has not become effective within such time period after the date of the Contract signed by the Parties as specified in the SC, either Party may, by not less than twenty one (21) days written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

**2.3 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.

**2.4 Expiration of Contract**

Unless terminated earlier pursuant to Clause GC 2.9 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.



*J. N. J.*  
**Chief Engineer**  
**World Bank Projects**  
**Of the E I C (Civil) Orissa,**  
**Phulabani**

**2.5 Entire Agreement** This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not set forth herein.

**2.6 Modifications or Variations**

(a) 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. Pursuant to Clause GC 7.2 here of, however, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

(b) In cases of substantial modifications or variations, the prior written consent of the Bank is required.

## 2.7 Force Majeure

**2.7.1 Definition**

(a) For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultants or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**2.7.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations hereunder 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 has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.



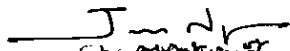
Chief Engineer  
 World Bank Projects  
 Office of the E I C (Civil) Orissa,  
 Phubani, Bhubaneswar

- 2.7.3 Measures to be Taken**
- (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
  - (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
  - (c) 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.
  - (d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant, upon instructions by the Client, shall either:
    - (i) demobilize, in which case the Consultant shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Client, in reactivating the Services; or
    - (ii) continue with the Services to the extent possible, in which case the Consultant shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.
  - (e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

## 2.8 Suspension

The Client may, by written notice of suspension to the Consultant, suspend all payments to the Consultant hereunder if the Consultant fails to perform any of its obligations under this Contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultant to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultant of such notice of suspension.



  
Chief Engineer  
World Bank Projects  
Of the ELC (Civil) Division  
Bhubaneswar

## 2.9 Termination

### 2.9.1 By the Client

The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g) of this Clause GC 2.9.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the Consultants, and sixty (60) days' in case of the event referred to in (g).

- (a) If the Consultant fails to remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant to Clause GC 2.8 hereinabove, within thirty (30) days of receipt of such notice of suspension or within such further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes (or, if the Consultant consists of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary.
- (c) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.
- (d) If the Consultant, in the judgment of the Client, has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- (e) If the Consultant submits to the Client a false statement which has a material effect on the rights, obligations or interests of the Client.
- (f) 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.
- (g) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

### 2.9.2 By the Consultant

The Consultant may terminate this Contract, by not less than thirty (30) days' written notice to the Client, in case of the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause GC 2.9.2.

- (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 8 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is

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*James*  
 Chief Engineer  
 World Bank Projects  
 O/o the E I C (Civil) Office  
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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.
- (d) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within forty-five (45) days (or such longer period as the Consultant may have subsequently approved in writing) following the receipt by the Client of the Consultant's notice specifying such breach.

**2.9.3 Cessation of Rights and Obligations** Upon termination of this Contract pursuant to Clauses GC 2.2 or GC 2.9 hereof, or upon expiration of this Contract pursuant to Clause GC 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof, (iii) the Consultant's obligation to permit inspection, copying and auditing of their accounts and records set forth in Clause GC 3.6 hereof, and (iv) any right which a Party may have under the Applicable Law.

**2.9.4 Cessation of Services** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and equipment and materials furnished by the Client, the Consultant shall proceed as provided, respectively, by Clauses GC 3.9 or GC 3.10 hereof.

**2.9.5 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.9.1 or GC 2.9.2 hereof, the Client shall make the following payments to the Consultant:

- (a) remuneration pursuant to Clause GC 6 hereof for Services satisfactorily performed prior to the effective date of termination, and reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and
- (b) except in the case of termination pursuant to paragraphs (a) through (e) of Clause GC 2.9.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract including the cost of the return travel of the Personnel and their eligible dependents.

*Handwritten initials*



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

- 2.9.6 Disputes about Events of Termination** If either Party disputes whether an event specified in paragraphs (a) through (f) of Clause GC 2.9.1 or in Clause GC 2.9.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to Clause GC 8 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### 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 adviser 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.

- 3.1.2 Law Governing Services** The Consultant shall perform the Services in accordance with the Applicable Law and shall take all practicable steps to ensure that any Sub-Consultants, as well as the Personnel of the Consultant and any Sub-Consultants, comply with the Applicable Law. The Client shall notify the Consultant in writing of relevant local customs, and the Consultant shall, after such notification, respect such customs.

- 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.

- 3.2.1 Consultant Not to Benefit from Commissions, Discounts, etc.**
- (a) The payment of the Consultant pursuant to Clause GC 6 hereof shall constitute the Consultant's only payment in connection with this Contract and, subject to Clause GC 3.2.2 hereof, the Consultant shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or in the discharge of its obligations hereunder, and the Consultant shall use its best efforts to ensure that any Sub-Consultants, as well as the Personnel and agents of either of them, similarly shall not receive any such additional payment.
- (b) Furthermore, if the Consultant, as part of the Services, has the responsibility of advising the Client on the procurement of goods, works or services, the Consultant shall comply with the Bank's applicable procurement guidelines, and shall at all times

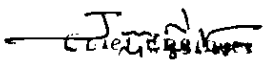


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**Chief Engineer**  
**World Bank Projects**  
**Of the E.I.C. (Civil) Office**  
**Rhubat**

exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultant in the exercise of such procurement responsibility shall be for the account of the Client.

- 3.2.2 Consultant and Affiliates Not to Engage in Certain Activities** 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 that 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 Liability of the Consultant** Subject to additional provisions, if any, set forth in the SC, the Consultants' liability under this Contract shall be provided by the Applicable Law.
- 3.5 Insurance to be Taken out by the Consultant** The Consultant (i) 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 coverages specified in the SC, and (ii) 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 therefore have been paid.
- 3.6 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 five years from 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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 O/o the E.I.C. (Civil) Office  
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- 3.7 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) Any change or addition to the Personnel listed in Appendix C.
  - (b) Subcontracts: the Consultant may subcontract work relating to the Services to an extent and with such experts and entities as may be approved in advance by the Client. Notwithstanding such approval, the Consultant shall retain full responsibility for the Services. In the event that any Sub-Consultants are found by the Client to be incompetent or incapable in discharging assigned duties, the Client may request the Consultant to provide a replacement, with qualifications and experience acceptable to the Client, or to resume the performance of the Services itself.
  - (c) Any other action that may be specified in the SC.
- 3.8 Reporting Obligations**      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. Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.9 Documents Prepared by the Consultant to be the Property of the Client**      All plans, drawings, specifications, designs, reports, other documents and software prepared by the Consultant for the Client 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. The Consultant may retain a copy of such documents and software, and use such software for their own use with prior written approval of the Client. If license agreements are necessary or appropriate between the Consultant and third parties for purposes of development of any such computer programs, the Consultant shall obtain the Client's prior written approval to such agreements, and the Client shall be entitled at its discretion to require recovering the expenses related to the development of the program(s) concerned. Other restrictions about the future use of these documents and software, if any, shall be specified in the SC.
- 3.10 Equipment, Vehicles and Materials Furnished by the Client**      Equipment, vehicles and materials made available to the Consultant by the Client, or purchased by the Consultant wholly or partly with funds provided by the Client, shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultant shall make available to the Client an inventory of such equipment, vehicles and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment, vehicles and materials, the Consultant, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their full replacement value.

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 World Bank Projects  
 Director of E.T.C. (Civil) Division  
 Dhaka

- 3.11 Equipment and Materials Provided by the Consultants** Equipment or materials brought into the Government's country by the Consultant and the Personnel and used either for the Project or personal use shall remain the property of the Consultant or the Personnel concerned, as applicable.

#### 4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

- 4.1 General** The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services.
- 4.2 Description of Personnel**
- (a) The title, agreed job description, minimum qualification and estimated period of engagement in the carrying out of the Services of each of the Consultant's Key Personnel are described in Appendix C. If any of the Key Personnel has already been approved by the Client, his/her name is listed as well.
  - (b) If required to comply with the provisions of Clause GC 3.1.1 hereof, adjustments with respect to the estimated periods of engagement of Key Personnel set forth in Appendix C may be made by the Consultant by written notice to the Client, provided (i) that such adjustments shall not alter the originally estimated period of engagement of any individual by more than 10% or one week, whichever is larger, and (ii) that the aggregate of such adjustments shall not cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract. Any other such adjustments shall only be made with the Client's written approval.
  - (c) If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultant. In case where payments under this Contract exceed the ceilings set forth in Clause GC 6.1(b) of this Contract, this will be explicitly mentioned in the agreement.
- 4.3 Approval of Personnel** The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Personnel which the Consultant proposes to use in the carrying out of the Services, the Consultant shall submit to the Client for review and approval a copy of their Curricula Vitae (CVs). If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the date of receipt of such CVs, such Personnel shall be deemed to have been approved by the Client.



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**4.4 Working Hours, Overtime, Leave, etc.**

- (a) Working hours and holidays for Key Personnel are set forth in Appendix C hereto. To account for travel time, Foreign Personnel carrying out Services inside the Client's country shall be deemed to have commenced, or finished work in respect of the Services such number of days before their arrival in, or after their departure from the Client's country as is specified in Appendix C hereto.
- (b) The Key Personnel shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix C hereto, and except as specified in such Appendix, the Consultant's remuneration shall be deemed to cover these items. All leave to be allowed to the Personnel is included in the staff-months of service set forth in Appendix C. Any taking of leave by Personnel shall be subject to the prior approval by the Consultant who shall ensure that absence for leave purposes will not delay the progress and adequate supervision of the Services.

**4.5 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the 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 Personnel, the Consultant shall forthwith provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client (i) finds that any of the Personnel has committed serious misconduct or has been charged with having committed a criminal action, or (ii) has 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 therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) Any of the Personnel provided as a replacement under Clauses (a) and (b) above, as well as any reimbursable expenditures (including expenditures due to the number of eligible dependents) the Consultants may wish to claim as a result of such replacement, shall be subject to the prior written approval by the Client. The rate of remuneration applicable to a replacement person will be obtained by multiplying the rate of remuneration applicable to the replaced person by the ratio between the monthly salary to be effectively paid to the replacement person and the average salary effectively paid to the replaced person in the period of six months prior to the date of replacement. Except as the Client may otherwise agree, (i) the Consultant shall bear all additional travel and other costs arising out of or incidental to any removal and/or replacement, and (ii) the remuneration to be paid for any of the Personnel



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 World Bank Projects  
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provided as a replacement shall not exceed the remuneration which would have been payable to the Personnel replaced.

- 4.6 Resident Project Manager** If required by the SC, the Consultant shall ensure that at all times during the Consultant's performance of the Services in the Government's country a resident project manager, acceptable to the Client, shall take charge of the performance of such Services.

## 5. OBLIGATIONS OF THE CLIENT

- 5.1 Assistance and Exemptions** Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:
- (a) Provide the Consultant, Sub-Consultants and Personnel with work permits and such other documents as shall be necessary to enable the Consultant, Sub-Consultants or Personnel to perform the Services.
  - (b) Arrange for the Personnel and, if appropriate, their eligible dependents to be provided promptly with all necessary entry and exit visas, residence permits, exchange permits and any other documents required for their stay in the Government's country.
  - (c) Facilitate prompt clearance through customs of any property required for the Services and of the personal effects of the Personnel and their eligible dependents.
  - (d) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
  - (e) Exempt the Consultant and the Personnel and any Sub-Consultants employed by the Consultant for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law.
  - (f) Grant to the Consultant, any Sub-Consultants and the Personnel of either of them the privilege, pursuant to the Applicable Law, of bringing into the Government's country reasonable amounts of foreign currency for the purposes of the Services or for the personal use of the Personnel and their dependents and of withdrawing any such amounts as may be earned therein by the Personnel in the execution of the Services.
  - (g) Provide to the Consultant, Sub-Consultants and Personnel any such other assistance as may be specified in the SC.



*John G. Johnson*  
 World Bank Projects  
 Director, E.T.C. (Civil) Division  
 Washington, D.C.

- 5.2 Access to Land** The Client warrants that the Consultant shall have, free of charge, unimpeded access to all land in the Government's country in respect of which access is required for the performance of the Services. The Client will be responsible for any damage to such land or any property thereon resulting from such access and will indemnify the Consultant and each of the Personnel in respect of liability for any such damage, unless such damage is caused by the default or negligence of the Consultant or any Sub-Consultants or the Personnel of either of them.
- 5.3 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 hereto, and corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1(b).
- 5.4 Services, Facilities and Property of the Client**
- (a) The Client shall make available to the Consultant and the Personnel, for the purposes of the Services and free of any charge, the services, facilities and property described in Appendix F at the times and in the manner specified in said Appendix F.
  - (b) In case that such services, facilities and property shall not be made available to the Consultant as and when specified in Appendix F, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultant for the performance of the Services, (ii) the manner in which the Consultant shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereinafter.
- 5.5 Payment** In consideration of the Services performed by the Consultant under this Contract, the Client shall make to the Consultant such payments and in such manner as is provided by Clause GC 6 of this Contract.
- 5.6 Counterpart Personnel**
- (a) The Client shall make available to the Consultant free of charge such professional and support counterpart personnel, to be nominated by the Client with the Consultant's advice, if specified in Appendix F.
  - (b) If counterpart personnel are not provided by the Client to the Consultant as and when specified in Appendix F, the Client and the Consultant shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by the Client to the Consultant as a result thereof pursuant to Clause GC 6.1(c) hereof.



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- (c) Professional and support counterpart personnel, excluding Client's liaison personnel, shall work under the exclusive direction of the Consultant. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Consultant that is consistent with the position occupied by such member, the Consultant may request the replacement of such member, and the Client shall not unreasonably refuse to act upon such request.

## 6. PAYMENTS TO THE CONSULTANT

### 6.1 Cost Estimates; Ceiling Amount

- (a) An estimate of the cost of the Services payable in foreign currency is set forth in Appendix D. An estimate of the cost of the Services payable in local currency is set forth in Appendix E.
- (b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings in foreign currency and in local currency specified in the SC.
- (c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to any of the Clauses GC 5.3, 5.4 or 5.6 hereof, the Parties shall agree that additional payments in local and/or foreign currency, as the case may be, shall be made to the Consultant in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

### 6.2 Remuneration and Reimbursable Expenses

- (a) Subject to the ceilings specified in Clause GC 6.1(b) hereof, the Client shall pay to the Consultant (i) remuneration as set forth in Clause GC 6.2(b) hereunder, and (ii) reimbursable expenses as set forth in Clause GC 6.2(c) hereunder. Unless otherwise specified in the SC, said remuneration shall be fixed for the duration of the Contract.
- (b) Payment for the Personnel shall be determined on the basis of time actually spent by such Personnel in the performance of the Services after the date determined in accordance with Clause GC 2.3 and Clause SC 2.3 (or such other date as the Parties shall agree in writing), at the rates referred to in Clause SC 6.2(b), and subject to price adjustment, if any, specified in Clause SC 6.2(a).
- (c) Reimbursable expenses actually and reasonably incurred by the Consultant in the performance of the Services, as specified in Clause SC 6.2(c).
- (d) The remuneration rates referred to under paragraph (b) here



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 World Bank Projects  
 O/o the E I C (Civil) Orissa,  
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above shall cover: (i) such salaries and allowances as the Consultant shall have agreed to pay to the Personnel as well as factors for social charges and overhead (bonuses or other means of profit-sharing shall not be allowed as an element of overhead), (ii) the cost of backstopping by home office staff not included in the Personnel listed in Appendix C, and (iii) the Consultant's fee.

- (e) Any rates specified for Personnel not yet appointed shall be provisional and shall be subject to revision, with the written approval of the Client, once the applicable salaries and allowances are known.
- (f) Payments for periods of less than one month shall be calculated on an hourly basis for actual time spent in the Consultant's home office and directly attributable to the Services (one hour being equivalent to 1/176<sup>th</sup> of a month) and on a calendar-day basis for time spent away from home office (one day being equivalent to 1/30<sup>th</sup> of a month).

**6.3 Currency of Payment**

Foreign currency payments shall be made in the currency or currencies specified in the SC, and local currency payments shall be made in the currency of the Client's country.

**6.4 Mode of Billing and Payment**

Billings and payments in respect of the Services shall be made as follows:

- (a) Within the number of days after the Effective Date specified in the SC, the Client shall cause to be paid to the Consultant advance payments in foreign currency and in local currency as specified in the SC. When the SC indicate advance payment, this will be due after provision by the Consultant to the Client of an advance payment guarantee acceptable to the Client in an amount (or amounts) and in a currency (or currencies) specified in the SC. Such guarantee (i) to remain effective until the advance payment has been fully set off, and (ii) to be in the form set forth in Appendix H hereto, or in such other form as the Client shall have approved in writing. The advance payments will be set off by the Client in equal installments against the statements for the number of months of the Services specified in the SC until said advance payments have been fully set off.
- (b) As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time intervals otherwise indicated in the SC, the Consultant shall submit to the Client, in duplicate, itemized statements, accompanied by copies of invoices, vouchers and other appropriate supporting materials, of the amounts payable pursuant to Clauses GC 6.3 and GC 6.4 for such month, or any other period indicated in the SC.



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Separate statements shall be submitted in respect of amounts payable in foreign currency and in local currency. Each statement shall distinguish that portion of the total eligible costs which pertains to remuneration from that portion which pertains to reimbursable expenses.

- (c) The Client shall pay the Consultant's statements within sixty (60) days after the receipt by the Client of such statements with supporting documents. Only such portion of a statement that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Consultant, the Client may add or subtract the difference from any subsequent payments. Interest at the annual rate specified in the SC shall become payable as from the above due date on any amount due by, but not paid on, such due date.
- (d) The final payment under this Clause shall be made only after the final report and a final statement, identified as such, shall have been submitted by the Consultant and approved as satisfactory by the Client. The Services shall be deemed completed and finally accepted by the Client and the final report and final statement shall be deemed approved by the Client as satisfactory ninety (90) calendar days after receipt of the final report and final statement by the Client unless the Client, within such ninety (90) day period, gives written notice to the Consultant specifying in detail deficiencies in the Services, the final report or final statement. The Consultant shall thereupon promptly make any necessary corrections, and thereafter the foregoing process shall be repeated. Any amount, which the Client has paid or caused to be paid in accordance with this Clause in excess of the amounts actually payable in accordance with the provisions of this Contract, shall be reimbursed by the Consultant to the Client within thirty (30) days after receipt by the Consultant of notice thereof. Any such claim by the Client for reimbursement must be made within twelve (12) calendar months after receipt by the Client of a final report and a final statement approved by the Client in accordance with the above.
- (e) All payments under this Contract shall be made to the accounts of the Consultant specified in the SC.
- (f) Payments in respect of remuneration or reimbursable expenses, which exceed the cost estimates for these items as set forth in Appendices D and E, may be charged to the respective contingencies provided for foreign and local currencies only if such expenditures were approved by the Client prior to being incurred.
- (g) With the exception of the final payment under (d) above,



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payments do not constitute acceptance of the Services nor relieve the Consultant of any obligations hereunder.

## 7. FAIRNESS AND 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.
- 7.2 Operation of the Contract** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

## 8. SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** If either Party objects to any action or inaction of the other Party, the objecting Party may file a written Notice of Dispute to the other Party providing in detail the basis of the dispute. The Party receiving the Notice of Dispute will consider it and respond in writing within 14 days after receipt. If that Party fails to respond within 14 days, or the dispute cannot be amicably settled within 14 days following the response of that Party, Clause GC 8.2 shall apply.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably according to Clause GC 8.1 may be submitted by either Party for settlement in accordance with the provisions specified in the SC.




*J. [Signature]*  
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 Director EIC (Civil) Division  
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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)	The words "in the Government's country" are amended to read "in India"
1.4	The language/s is: English.
1.6	<p>The addresses are:</p> <p>Client : Works Department, <b>Government of Orissa</b> Through Chief Engineer, World Bank Projects, Orissa Attention : <b>J. M. Nayak, Chief Engineer, World Bank Projects</b> Facsimile : +91-674 – 2396783</p> <p>Consultant : <b>SMEC International Pty. Ltd</b> <b>5<sup>th</sup> Floor, Tower C, DLF Building No.8,</b> <b>DLF cyber City, Phase-II, Gurgaon 122001</b> Attention : <b>Ramesh Dhar, Director Operations (H&amp;T)</b> Tel : (91) 124 4380042/4501100 Facsimile : (91) 124 4380043 E-mail : <a href="mailto:smec@vsnl.com">smec@vsnl.com</a>, <a href="mailto:ramesh@smecindia.com">ramesh@smecindia.com</a></p>
{1.8}	The Member in Charge is : <b>SMEC International Pty. Ltd.</b>
1.9	<p>The Authorized Representatives are:</p> <p>For the Client: <b>Chief Engineer, World Bank Projects, Orissa</b></p> <p>For the Consultant: <b>Ramesh Dhar, Director Operations (H&amp;T)</b></p>

  
 Consultant
 

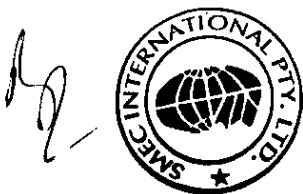
  
 Chief Engineer  
 World Bank Projects, Orissa  
 Director of E I C (Civil) Orissa  
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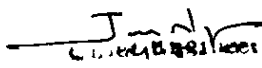
<p><b>1.10</b></p>	<p><b>1.10.1 <u>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</u></b></p> <p>The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p><b>1.10.2 <u>For foreign Consultancy firms</u></b></p> <p>The Client warrants that the Client shall reimburse the Consultant, the Sub-Consultants and the Personnel for any indirect taxes, duties, fees, levies and other impositions imposed, under the Applicable Law, on the Consultant, the Sub-Consultants and the Personnel in respect of:</p> <p>(a) any payments whatsoever made by the client directly to the Consultant, Sub-Consultants and the Personnel (other than nationals or permanent residents of the Government's country), in connection with the carrying out of the Services;</p> <p>(b) any equipment, materials and supplies brought into the Government's country by the Consultant or Sub-Consultants for the purpose of carrying out the Services and which, after having been brought into such territories, will be subsequently withdrawn there from by them;</p> <p>(c) any equipment imported for the purpose of carrying out the Services and paid for out of funds provided by the Client and which is treated as property of the Client;</p> <p>(d) any property brought into the Government's country by the Consultant, any Sub-Consultants or the Personnel (other than nationals or permanent residents of the Government's country), or the eligible dependents of such Personnel for their personal use and which will subsequently be withdrawn there from by them upon their respective departure from the Government's country, provided that:</p>
	<p>(1) the Consultant, Sub-Consultants and Personnel, and their eligible dependents, shall follow the usual customs procedures of the Government's country in importing property into the Government's country; and</p> <p>(2) if the Consultant, Sub-Consultants or Personnel, or their eligible dependents, do not withdraw but dispose of any property in the Government's country upon which customs duties and taxes have been exempted, the Consultant, Sub-</p>



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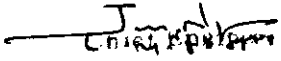
	Consultants or Personnel, as the case may be, (i) shall bear such customs duties and taxes in conformity with the regulations of the Government's country, or (ii) shall reimburse them to the Client if they were paid by the Client at the time the property in question was brought into the Government's country.
2.1	The effectiveness conditions are the following: [a] Client's approval of Consultant's proposals for appointment of specified key staff members; and [b] effectiveness of Bank Loan; and [c] approval of the Contract by the Bank
2.2	The time period shall be <i>6 months</i> or such other time period as the parties may agree in writing.
2.3	The time period shall be <i>1 month</i> or such other time period as the parties may agree in writing.
2.4	The time period shall be <i>44 months</i> or such other time period as the parties may agree in writing.
3.4	<p>"3.4 Limitation of the Consultants' Liability towards the Client</p> <p>(a) Except in case of gross negligence or willful misconduct on the part of the Consultants or on the part of any person or firm acting on behalf of the Consultants in carrying out the Services, the Consultants, with respect to damage caused by the Consultants to the Client's property, shall not be liable to the Client:</p> <p>(i) for any indirect or consequential loss or damage; and</p> <p>(ii) for any direct loss or damage that exceeds by two times the total value of the Contract.</p> <p>(b) This limitation of liability shall not affect the Consultants' liability, if any, for damage to Third Parties caused by the Consultants or any person or firm acting on behalf of the Consultants in carrying out the Services."</p>



  
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3.5	<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 <i>[Rs.20,00,000 (Rupees Twenty Lakhs) ( After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always) ]</i>;</p> <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>
3.7 (c)	<p>Taking any action under a civil works contract designating the Consultant as "Engineer", for which action, pursuant to such civil works contract, the written approval of the Client as "Employer" is required.</p>
3.9	<p>The consultant shall not use their documents and software for purposes unrelated to this contract without the prior written approval of the client.</p>



  
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 Directorate of Civil Engineering  
 Phubateswar

6.1(b)	<p>The ceiling in foreign currency or currencies is: : [AS \$ 59,320]</p> <p>The ceiling in local currency is: [INR 166,795,500]</p> <p><b>The service tax will be payable as per Govt. regulations from time to time .</b></p>
6.2(a)	<p>Payments for remuneration made in accordance with Clause GC 6.2(a) in foreign and/or local currency shall be adjusted as follows:</p> <p>(a) Remuneration paid in foreign currency pursuant to the rates set forth in Appendix D shall be adjusted every 12 months (and, the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_f = R_{fo} \times \frac{I_f}{I_{fo}}$ <p>where <math>R_f</math> is the adjusted remuneration, <math>R_{fo}</math> is the remuneration payable on the basis of the rates set forth in Appendix F for remuneration payable in foreign currency, <math>I_f</math> is the official index for salaries in the country of the foreign currency for the first month for which the adjustment is supposed to have effect, and <math>I_{fo}</math> is the official index for salaries in the country of the foreign currency for the month of the date of the Contract (the index for "wages" published by International Monetary Fund in its monthly "International Financial Statistics" for the country could be considered for adoption).</p> <p>(b) Remuneration paid in local currency pursuant to the rates set forth in Appendix E shall be adjusted every 12 months (and, for the first time, with effect for the remuneration earned in the 13<sup>th</sup> calendar month after the date of the Contract) by applying the following formula:</p> $R_l = R_{lo} \times \frac{I_l}{I_{lo}}$ <p>where <math>R_l</math> is the adjusted remuneration, <math>R_{lo}</math> is the remuneration payable on the basis of the rates set forth in Appendix E for remuneration payable in local currency, <math>I_l</math> is the official index for salaries in India (Indices for "urban Non Manual Employees" for Orissa published by Director General Central Statistics Organization, Ministry of Statistics/Government of India) for the first month for which the adjustment is to have effect and, <math>I_{lo}</math> is the official index for salaries in India as indicated above for the month of the date of the Contract.</p>

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6.2(b)	The rates for Foreign Personnel are set forth in Appendix D, and the rates for Local Personnel are set forth in Appendix E.
6.2(c)	The Reimbursable expenses to be paid in foreign currency are set forth in Appendix D, and the Reimbursable expenses to be paid in local currency are set forth in Appendix E.
6.3	The foreign currency [currencies] shall be the following:  (i) <i>[Australian Dollar]</i>
6.4(a)	The following provisions shall apply to the advance payment and the advance payment guarantee:  (1) An advance payment of <b>5% of Total Foreign Remuneration payable under the Contract</b> in foreign currency and of <b>5% of Total Local Remuneration payable under the Contract</b> in local currency shall be made within 90 days after the Effective Date. The advance payment will be set off by the Client in equal installments against the statements for the first 12 months of the Services until the advance payment has been fully set off.  (2) The advance payment guarantee shall be in the amount and in the currency of the foreign as well as local currency portion of the respective advance payment.
6.4(c)	The interest rate is:  - for foreign currency: London Inter-Bank On-Lending Rate (LIBOR) plus 2% per annum  - for local currency: 8 % per annum
6.4(e)	The accounts are: <b>(A) For SMEC International PTY Ltd.</b>  for foreign currency:  <b>Account No. : 8372 52496</b> <b>Account Name : SMEC Holding Ltd.</b> <b>Bank : ANZ Banking Group Limited</b> <b>Address : 136, Sharp Street, Cooma</b> <b>: NSW, 2630, Australia</b> <b>BSB No : 012-575</b> <b>SWIFT No : ANZBAU3M</b>  for local currency:

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	<p><b>Account No : 52205577748</b>  <b>Account Name : SMEC International Pty Ltd</b>  <b>Bank : Standard Chartered Bank</b>  <b>Address : Narain Manzil, 23 Barakhamba Road,</b>  <b>New Delhi - 110001.</b></p> <p><b>(B) For SMEC India Ltd.</b></p> <p>for foreign currency: NIL</p> <p>for local currency:</p> <p><b>Account No : 52705005689</b>  <b>Account Name : SMEC India Pvt. Ltd.</b>  <b>Bank : Standard Chartered Bank</b>  <b>Address : H 2, Co naught Circus, New Delhi – 110 001</b></p>
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>8.2.1 <u>Selection of Arbitrators</u></p> <p>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, 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, 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</p>

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 Office of the EIC (Civil) Orissa  
 Bhubaneswar



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.

- (c) If, in a dispute subject to Clause SC 8.2.1 (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.

#### 8.2.2 Rules of Procedure

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign 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.

#### 8.2.3 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.

#### 8.2.4 Qualifications of Arbitrators

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

#### 8.2.5 Miscellaneous

In any arbitration proceeding hereunder:

- (a) proceedings shall, unless otherwise agreed by the Parties, be held in **BHUBANESWAR**.



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	<p>(b) the English language shall be the official language for all purposes; and</p> <p>(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.</p>
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## IV. APPENDICES

### APPENDIX A – DESCRIPTION OF SERVICES

#### Consultancy Services for Construction Supervision of 1<sup>st</sup> Year Roads of Orissa State Roads Project

#### 1. BACKGROUND

- 1.1 The Government of Orissa through Government of India has applied for financial assistance in the form of a Loan from the International Bank for Reconstruction and Development (the Bank) for the Orissa State Roads Project. Part of this financial assistance will be applied towards civil works for the widening and strengthening of about 900 km of State Highways (SH). The Loan will also be used to finance construction supervision.
- 1.2 The executing agency for the Orissa State Road Project is the Orissa Works Department (OWD). The OWD has established a Project Implementation Unit (PIU) exclusively to be in-charge of the Orissa State Road Project. The PIU is headed by the Chief Engineer, World Bank Projects, Orissa assisted by appropriate professional and support staff.
- 1.3 For preparation of the Detailed Project Report, the OWD have engaged a Consultant. It has now been decided that in the First Year, 204 km length of roads will be taken up for execution. The Project is scheduled to be appraised in May 2007 and is expected to be sanctioned by Oct 2007.
- 1.4 The proposed construction packages to be taken up in the first year of the project are as follows:

Sl.	Package No.	Name of the Road	Approximate Length of Construction in Km	Period of Construction
1	OSRP-CW-ICB-Y1-01	Bhawanipatna- Khariar ( SH 16) [ Km. 2/0 – 70/0]	68 kms	30 Months
2	OSRP-CW-ICB-Y1-02	Bhadrak – Chandbali ( SH 9) [ Km. 0/0 – 45/0] and Bhadrak – Anandpur ( SH 53) [ Km. 0/0 – 50/0]	95 kms [ 45 kms + 50 Kms ]	30 Months
3	OSRP-CW-ICB-Y1-03	Berhampur – Taptapani ( SH 17) [ Km. 0/0 – 41/0]	41 kms	24 Months

Total 204 kms

The location of the corridors is shown in Annex -1



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## 1.5 Geographical & Climatic Information

### 1.5.1 Bhawanipatna – Khariar Corridor

This road located in the South Western part of Orissa and having a total length of 70 Km, takes off from NH 201 at 140/0 km and terminates on 355/0 km on NH 217 at Khariar. The road passes through Kalahandi district and Nuapada district. This area experiences rainfall of average 900mm to 1200mm per annum and bulk of the rainfall occurs during June to October, which is the monsoon period in Orissa. Highest temperature in the area during, March to May is 47 degree Celsius and the temperature dips to the lowest of 6 degree Celsius during winter season. This road passes through the towns of Bhawanipatana and Khariar. Bhawanipatana is the district head quarter of Kalahandi district. Major river in the area are river Tel, which crosses the project road at 29<sup>th</sup> Km and river Under at 59<sup>th</sup> km

### 1.5.2 A. Bhadrak – Chandbali Corridor

This road located in the Eastern part of Orissa, takes off from NH 5 at 155/0 km and terminates at **52.600 km** on SH -9 at Chandbali after river Baitarani. The total length of the road is 52.6 km and in the project corridor 45km of the length from Bhadrak has been considered for improvement under year-I. The road passes through Bhadrak district. This road is located in the Mahanadi Delta area and the major river located at Chandbali is river Baitarani. The terrain is plain and the drop in level in the entire 45 km is about 9m. This road suffers from inundation during rainy season as many stretches are having level lower than the high Water Level. This area experiences rainfall of average 1200mm to 1500mm per annum and bulk of the rainfall occurs during June to October, which is the monsoon period in Orissa. Highest temperature in the area during, March to May is 45 degree Celsius and the temperature dips to the lowest of 10 degree Celsius during winter season. This road passes through Bhadrak; the district head quarter, Tihidi, Motto villages/semi urban area.

### B. Bhadrak – Anandpur

This road takes off from NH 5 at 155/0 km near Bhadrak. This road is having a total length of 57 km, but in the year-I improvement of first 50 km has been considered. The road passes through Bhadrak district and Keonjhar district. This area experiences rainfall of average 1200 to 1500mm per annum and bulk of the rainfall occurs during June to October, which is the monsoon period in Orissa. Highest temperature in the area during, March to May is 45 degree Celsius and the temperature dips to the lowest of 8 degree Celsius during winter season. This road passes Bhadrak, Barapada, Bonth, Basantia, Hatadihi, Anandpur villages/semi urban area.

### 1.5.3 Berhampur – Tatpapani

This road located in the south-eastern part of Orissa and takes off from NH 217 at

18th km near Berhampur. Berhampur, a principal commercial town of south Orissa, is located at about 8km from Bay of Bengal. The total length of the road is



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from Berhampur to Bhangi is 150km, but in the year-I, improvement of 41 km has been considered. The terrain is predominantly plain and villages are closely located between 0/0 to 27/0. The stretch of road is located in Ganjam district. This area experiences rainfall of average 1500mm per annum and bulk of the rainfall occurs during June to October, which is the monsoon period in Orissa. Highest temperature in the area during , March to May is 40 degree Celsius and the temperature dips to the lowest of 10 degree Celsius during winter season. This project stretch passes through Berhampur, Digapahandi, villages/semi urban area. Principal river in the area is river Malabhanja, which crosses the project road at 28/600 Km near Digapahandi.

- 1.6 The word “Employer” wherever used in this Document is synonym with “Client”.
- 1.7 The words “Engineer’s Representative” wherever used in this Document will mean “Engineer’s Assistant”, which term shall have the meanings as defined in the (proposed) construction contract.”

## 2 WORKS

- 2.1 The civil works will comprise of the following, as required, mostly on existing alignments.
- a. Improvement of road geometry;
  - b. Raising & Widening of embankments considering drainage and road geometry
  - c. Sub base, base and bituminous pavement with limited concrete pavements in built up areas and toll plazas;
  - d. Widening and paving of carriageway and shoulders;
  - e. Improvement of side drainage & improvement to or replacement and widening of culverts;
  - f. Repair and rehabilitation of bridges;
  - g. Construction of new Culverts and Bridges;
  - h. Traffic safety features;
  - i. Road signs and road markings;
  - j. Environmental protection and management measures during construction stage;
  - k. Traffic diversion and management during the construction;
  - l. Routine Maintenance of Project Corridors during the construction period;
  - m. Construction and maintenance of Diversion roads
- 2.2 The Works contract documents shall be based on World Bank’s standard bidding document for ICB works (May 2006, revised March and April, 2007) as modified / supplemented by the Particular Conditions for ICB procured contracts.
- 2.3 The Chief Engineer, World Bank Projects, Orissa, hereinafter the “Employer’s Representative”, on behalf of the Government of Orissa in Works Department,

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hereinafter the “Employer”, is now engaging a team of multi-disciplinary international and local expertise, hereafter the “Consultant”, to carry out construction supervision as “Engineer”, hereafter the “Services”, for the Works under the proposed project in accordance with the terms of reference below.

- 2.4 The supervision of the civil works will be carried out by this selected consultants with satisfactory experience in implementing projects of similar nature and size.

### 3.0 OBJECTIVES

3.1 The objectives of the consultancy service are:

- a. to review the Bidding Documents, Engineering Design Reports etc submitted by the DPR Consultant **with appropriate field reconnaissance** and discussions with Employer and/or his representative (Referred as OWD) the necessary corrective measures, if any, to facilitate the OWD and the Contractor to initiate the construction activities without any delay.

The field reconnaissance may be limited to random measurements of certain critical parameters such as road alignments , GADs of bridges , bench marks , material sources with site verification. It is expected that an effort of 3 person-months in total of key persons and senior technical support staffs shall be required for this activity.

- b. to ratify the Contractor’s work plan for the execution of contracts including the corresponding pre-construction activities in such a way to avoid slippage’s, delays by the contractor and to monitor and suggest to the Employer remedial advance actions to speed up works and avoid delays. The Supervision Consultant should use latest computer techniques, such as Total Station Survey, d-GPS, CADD and electronic data transfer.
- c. to ensure that high quality construction is achieved and to ensure that all works are carried out in full compliance with the engineering design, technical specifications and other contract documents;
- d. to demonstrate the efficacy of contract supervision by independent external agencies experienced in this field of work;
- e. to promote technology transfer by deployment of OWD staff and on-the-job training to the OWD staff; and
- f. training to PIU / OWD staff through field visits in different States of India and various project sites in Australia.
- g. to ensure the traffic management during ongoing construction.
- h. to ensure the availability of the trafficable riding quality of existing pavement during construction.



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## 4.0 CONTRACT MANAGEMENT FRAMEWORK

4.1 The execution of the works will be governed by the Contract Management Framework (CMF). The main features of CMF are described below.

- a. To administer the contracts under the project, the Government of Orissa in Works Department (OWD) will be the contractual Employer. The Chief Engineer, World Bank Projects, Orissa or his representative will act on behalf of the Employer on all contracts financed under the project.
- b. The Chief Engineer, World Bank Projects, Orissa, will ensure the efficient procurement of works, and ensure that the execution is within the scope defined in the objectives.
- c. The Chief Engineer, World Bank Projects, Orissa, will have authority to give instructions and approvals to the Supervision Consultant, and for all other items requiring specific approval from the Employer in writing as detailed in the Contracts for the Civil Works. The Chief Engineer, World Bank Projects, Orissa, will be assisted by Superintending Engineers & Executive Engineers of the concerned Circles & Divisions of OWD. The Supervision Consultant shall meet the Chief Engineer, World Bank Projects, Orissa weekly and obtain decisions required on variations and technical matters promptly as needed.
- d. Within the OWD there are Circle offices headed by Superintending Engineers, which have below it Divisional offices headed by Executive Engineers and Sub-Divisional offices headed by Assistant Executive Engineers / Assistant Engineers. These officers will function as representative of the Chief Engineer, World Bank Projects, Orissa and shall certify the data provided by the Engineer for setting out of works as per provisions of Construction Contract Documents.
- e. The Executive Engineers of the concerned Field Divisions with assistance from their concerned Asst. Executive Engineers / Assistant Engineers will verify all Payment Certificates of Contractors and Invoices of the Supervision Consultant and forward the same to the Chief Engineer, World Bank Projects, Orissa for payment.
- f. Project accounts will be kept by the Accounts Officer attached to the Chief Engineer, World Bank Projects, Orissa in the Project Implementation Unit (PIU) of Orissa State Roads Project.
- g. The schematic diagram of Contract management framework is shown below.



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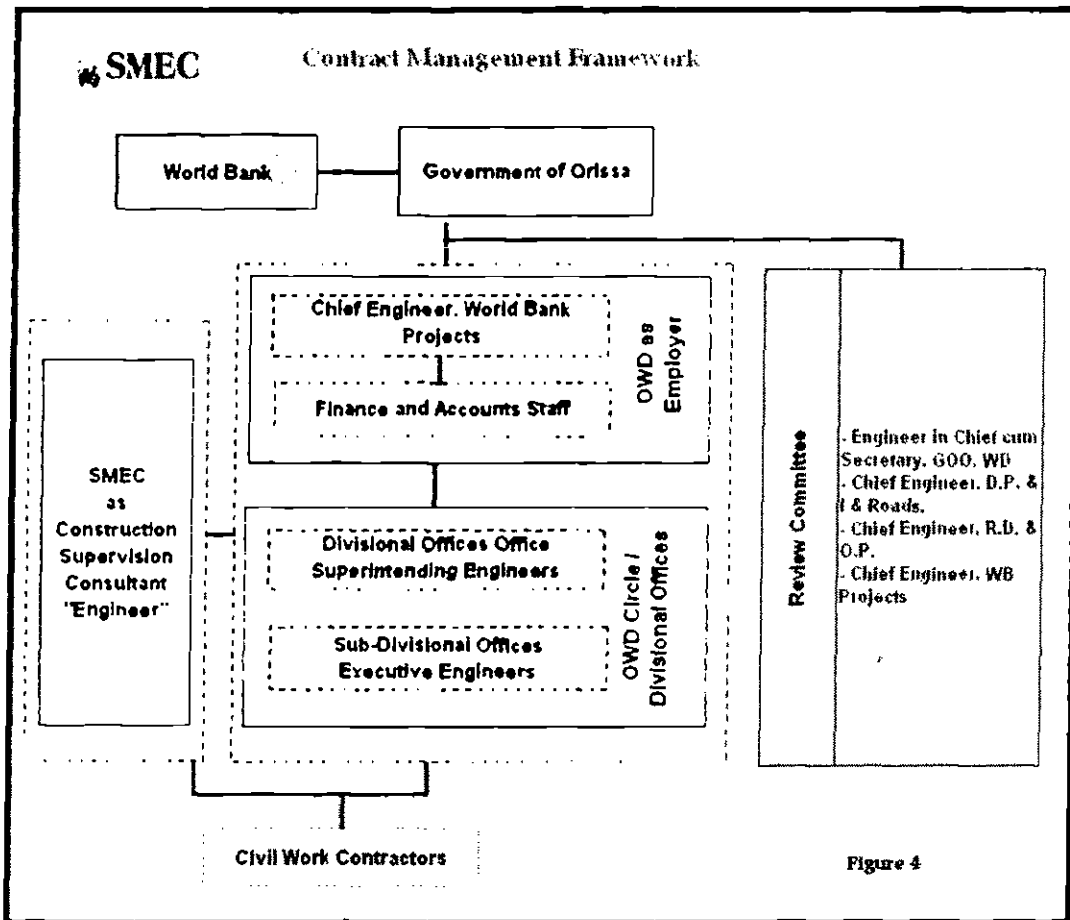


Figure 4



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## 5.0 SCOPE OF SERVICES

- 5.1 The Orissa Works Department, in its role as "The Employer", will employ a consultancy firm to undertake the supervision of construction of the civil works. The Supervision Consultant will appoint an individual as Team Leader to act as the "**Engineer**" as defined in the construction contract. All the duties and responsibilities of the Engineer shall be discharged by this Individual. In view of the diversified locations of Construction packages, the supervision of construction will be organized under **three Resident Engineers**, each responsible for the respective construction packages. The Engineer will delegate some of the authority to the respective **Resident Engineers** in his team who will act as "the Engineer's Assistant", to whom duties and authorities are to be assigned / delegated by the "Engineer", as per the provisions of the (proposed) Construction contract, for each section of the road.
- 5.2 The OWD has engaged a DPR Consultant, who has made all engineering designs, prepared bid documents and assisted in the bid evaluation on behalf of the OWD.
- 5.3 The supervision consultants will develop proper understanding of the project design and drawings. Within the first two months of Services, the Supervision Consultant shall review the BID documents, EMPs, Engineering reports pertaining to the Construction packages and provide the OWD with the necessary corrective measures.
- 5.4 Minor design changes to suit site requirements will be attended by the construction supervision consultant. To mitigate major changes, the Supervision Consultant has considered input of one Highway Design Engineer and one Bridge Design Engineer for **3 man-months** each, whose input shall be utilised in phased manner in consultation with the Employer as and when required.
- 5.5 In situation where it is felt essential to make some changes in the design/drawings requiring exceptional studies beyond the scope of the present services, the supervision consultant shall undertake the same by deploying experts and these experts may be hired by the Employer or through the Supervision consultant, approved by the Employer as per the requirement after mutual negotiation. For this purpose, rates for various activities agreed between the Client & Consultant during negotiation, stated in Appendix – H , shall be referred as a guideline.
- 5.6 The Supervision Consultant shall be responsible for preparing variation orders consequent on the design changes.
- 5.7 The supervision teams headed by the Resident Engineers will be composed of qualified and experienced experts, who can carry out all the routine construction supervision duties as a fully competent and independent unit. The Supervision Consultant will maintain a suitable mechanism which will ensure thorough co-ordination of the teams, so that each team is at all times fully aware of the remedies to common problems used by the other team, so that the full experience of all the members of the team as well as that of the Engineer and his staff can be applied as necessary. As a minimum, coordination will involve monthly visit by

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the Engineer to the job sites. Each of these coordination meetings, both those on the job sites and those in Bhubaneswar will be attended by a representative of the PIU / OWD having authority to make binding decisions on behalf of “The Employer.” Such binding decisions will be communicated in writing immediately after the meeting.

- 5.8 The suggestive qualification, experience for support personnel (Technical) as indicated in **Annex – II** and **Annex – III** shall regulate the approval of these personnel during the implementation stage. The approval in respect of these personnel from the Employer will be required before the deployment.
- 5.9 There are certain positions of key experts like **Team Leader, Resident Engineer, Sr. Material Engineer, Sr. Contract Management Specialist, Sr. Highway Engineer –cum- Pavement Specialist and Sr. Bridge Construction Engineer** where deployment of suitable personnel is considered essential for successful completion of the project. The supervision Consultant has proposed to field truly competent and experienced experts at these positions.
- 5.10 The consultant will make use of latest innovative computerized techniques of Project Management for the project to have effective monitoring during review of design and execution of the works and shall provide the latest project physical and financial management softwares, which have proved very effective in providing transparent management system for running the project effectively and efficiently, providing the employer benefits of complete information on the project, during and after completion of the project.
- 5.11 Value Engineering (VE) is defined as "the systematic application of recognized techniques by a multi-disciplined team which identifies the function of a product or service; establishes a worth for that function; generates alternatives through the use of creative thinking; and provides the needed functions, reliably, at the lowest overall cost." Applying the VE process to suitable projects helps achieve the objective of the best overall project value for the taxpayer. Simply stated, VE is an organized application of common sense and technical knowledge directed at finding and eliminating unnecessary costs in a project. The consultant will submit VE proposals for the employer's review prior to or during construction as design review
- 5.12 The consultant being aware of concerns of safety of construction workers and road users safety during ongoing construction of road works will adopt following processes for ensuring safety during construction , in discussion with contractors and employer:
- Involve public in selecting and finalizing traffic control plan
  - Initiate Traffic Awareness Program
  - Group and sequence projects activities to minimize exposure
  - Conduct Work Zone Traffic Management Training Schemes
  - Report and analyze all work zone crashes

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- Collect and disseminate real time traffic information
  - The Consultant recognize the importance of “attention getting” signs in work zones and recommend the same to be placed at work place.
  - Insist on durable temporary pavement marking material that can be easily removed and does not leave a visible residue on the pavement.
  - Adopt specifications that require adequate lighting for all nighttime operations.
  - Insist the Contractors to have trained security guards deployed to guide the traffic. State of the art equipment for detection of speed and crash investigations and reporting.
  - Ensure unauthorized personnel are prevented from entering hazardous or restricted areas.
  - Establish procedures for the transport and handling of hazardous materials.
  - Implement an operations and public emergency response program for spills, fires and major accidents, including emergency equipment and trained personnel, and test critical components of the program on a regular basis.
- 5.13 The Consultants will ensure that all the road safety traffic management measures suggested in the DPR are implemented properly and are effective in achieving the objectives and, in the long term, reducing the numbers and severity of road crashes. Special care will be taken by the Consultants during the construction of interchanges and intersections, traffic signals and installations, traffic signing and road marking, street lighting, guard rails, pedestrian safety by underpasses and footpaths, and road safety provisions provided for in the DPR.
- 5.14 The Consultant shall undertake photography and videography at each stage of the activity as mentioned below to illustrate the works. The same shall be suitably indexed for documentation and for further use of the PIU/ OWD.
- (a) Pre-construction.
  - (b) During construction.
  - (c) Post construction.
- 5.15 The Consultant will co-ordinate, monitor and assist the Employer in utility and community assets shifting / relocation and removal of obstructions.
- 5.16 The Consultant shall assist the Employer during DRB Meetings, Arbitration Proceedings and any other hearings held by statutory & legal body.
- 5.17 The Consultant shall assist the PIU/Employer in providing relevant data to augment the PFMS/ PMIS / AMS being developed by the PIU.

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 Head Office

## 6.0 DUTIES AND RESPONSIBILITIES AS THE “ENGINEER”

6.1 The duties of the Engineer are to supervise the works and to approve the materials and workmanship of the works in consultation with the Employer, as spelled out in the contract documents for the works. As stated therein, the Engineer shall have no authority to relieve the Contractor of any of their duties or obligations under the contract or to impose additional obligations not included in the contract. The Engineer will administer the works contract and ensure that the contractual clauses, whether related to quality or quantities of work, are respected. The duties of the Engineer include issuing of decisions; certificates and orders as specified in details in the construction contract documents. **In case of any disparity, the stipulations made in the construction contract documents will prevail in the order of precedence mentioned therein.** Principal responsibilities will be generally to carry out all the duties of the Engineer as specified in the construction Contract documents, within the limitations specified therein, but not limited to the following:

- (i) to clarify any inconsistency in the contract document;
- (ii) to approve the Contractor’s key superintendent personnel, construction mobilization programs, temporary land to be occupied by the Contractor;
- (iii) to approve the contractor’s work program including activity scheduling and resource programming;
- (iv) to give the order to commence the work;
- (v) to ensure that the construction works are in accordance with the technical specifications, Environmental Management Plan and other stipulation of construction contract documents and the construction methods proposed by the contractor are in compliance with the above stipulations particularly, in relation to Contractor’s construction equipment and other resource deployment;
- (vi) to approve setting out of the works;
- (vii) to order suspension of works;
- (viii) to verify and if necessary order correction of the as staked drawings supplied by the Contractor
- (ix) ensure a system of Quality Assurance of works, approve materials and sources of materials, review all bituminous mix designs and concrete mix designs proposed by the contractor and approve/suggest modifications in the mix design, laying methods, sampling and testing procedure and Quality Control measures to ensure required standard and consistency in quality, at the commencement of each item;
- (x) to ensure the Quality Assurance, carry out independent laboratory tests in OWD’s own and/or approved Laboratories;
- (xi) check the laboratory and field tests carried out by the contractor and develop a mechanism in consultation with Employer to involve Team



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- Leader/RE to carry out adequate number of independent tests other than the regular testing done by the Contractor;
- (xii) order special tests of materials and/or completed works, order removal and substitution of improper materials and/or works as required;
  - (xiii) to make independent measurements and check all quantity measurements and calculations required for payment purpose and ensure that all measurements and calculations are carried out in a manner and at the frequencies specified in the contract documents;
  - (xiv) to approve and/or issue a working drawing or modify the existing drawing or to supply a new/supplementary drawing which is not included in the contract, wherever required and to give instructions thereof in this connection to the contractor;
  - (xv) to control and appraise the progress of the works to order suspension of works and to authorize with the Employer's approval, extensions of the period of completion of works;
  - (xvi) to monitor and check the day to day quality control and quantity measurements of the works carried out under the Contract, keep all measurement records as per the directions of the Employer and issue monthly/interim payment certificates when the quality of the works is satisfactory and the quantities are correct;
  - (xvii) to direct the Contractor in all matters concerning traffic as well as construction safety and care of the works (including the erection of the temporary signs at road-works) and if required, direct the Contractor to provide (any) necessary lights, guards, fencing and watchmen;
  - (xviii) to direct the Contractor to carry out all such works or to do such things as may be necessary in his opinion to avoid or to reduce the risk in any emergency affecting the safety of life or of adjoining property;
  - (xix) to direct the contractor to take all necessary steps including those mentioned in the construction contract to protect the environment on and off the site which arise due to construction operations;
  - (xx) to inspect the works, during the construction period and at proper interval during the Defects Liability Period and to issue Defects Liability Certificates after the rectification, by the Contractor, of possible defects and issue final payment certificates;
  - (xxi) issue interim certificates for monthly payments to the contractors, and specify completion of parts of the totality of the works, details of progress. Payments are to be recorded in the measurement book before issue of interim certificate;
  - (xxii) to verify and correct the as-built drawings supplied by the Contractor.

6.2 The other responsibilities of the Engineer will be to carry out all such duties which are essential for effective implementation of the construction contract as mentioned in but not limited to the following:

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- (i) to prepare, in consultation with the Employer, a Construction Supervision Manual outlining routines and procedures to be applied in contract management, construction supervision and administration. The routines and procedures will be in accordance with the requirements;
- (ii) to assist/advise Employer for advance actions required to be taken for handing over of site and in achieving different milestones for completion of projects as per schedule;
- (iii) to verify the quantities of all items in the BOQ and suggest modifications to the same if necessary as per the prevailing site conditions, for the approval of the employer;
- (iv) assist Employer in proper monitoring/progress of works and implementation of project through computer aided project management technique and Management Information System (MIS);
- (v) to write a day by day project diary which shall record all events pertaining to the admission of the Contract, request from and orders given to the Contractor, any other information which may at a later date be of assistance in resolving queries which may arise concerning execution of the works;
- (vi) to prepare and issue monthly and quarterly progress reports along with detailed quality control test statement in an approved format and also prepare detailed contract completion report;
- (vii) to advise the Employer on all matters relating to execution of the works, claims from the Contractor and to make recommendations thereon, including the possible recourse to dispute resolution and arbitration;
- (viii) to prepare detailed recommendations to the Employer for contract change orders and addenda, as necessary, to ensure the best possible technical results are achieved with the available funds;
- (ix) to assist the Employer in taking over from the Contractor of each section, in particular by preparing lists of deficiencies which need to be corrected, and assisting with monitoring of the performance of the works during the defects liability period;
- (x) prepare a maintenance manual, outline the routines to be adopted in each specific reach and for the C. D. works and bridges during defect liability period and beyond;
- (xi) To prepare a training manual to be agreed with the Client and deliver training – including on contract administration, quality control, environmental management etc. - to Client's and contractors' personnel associated with the Project.
- (xii) assist the Employer in providing clarifications/explanations to observations made, from time to time, by the statutory Audits;
- (xiii) impart on the job training to Employer's personnel, associated with the project;
- (xiv) assist the Employer in co-ordination works with different agencies and hold meetings for proper and timely implementation of the project ;



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- (xv) preparation of revised estimate etc., if required;
- (xvi) modification in design and drawings vide details in para 6.3;
- (xvii) to carry out any other duties relevant to the project agreed during the negotiations;
- (xviii) Consultant shall review the independent safety Audit and incorporate feasible minor modifications in final drawings & BOQ.

### 6.3 Actions requiring specific approval of the Employer

6.3.1 The Engineer will be required to obtain the specific approval of the Employer in the following matters as specified in Cl. 3 of General Condition & Particular Condition of construction Contract Agreement.

- (a) Agreeing or determining an extension of time and/or additional cost.  
[Sub-Clause 4.12]
- (b) Instructing a Variation, [Sub-Clause 13.1] except
  - (i) in an emergency situation as determined by the Engineer, or
  - (ii) if such a Variation would increase the Accepted Contract Amount by less than the percentage specified in the Contract Data.
- (c) Approving a proposal for Variation submitted by the Contractor  
[Sub-Clause 13]
- (d) Specifying the amount payable in each of the applicable currencies  
[Sub-Clause 13.4]
- (e) Notwithstanding the obligation, as set out above, to obtain approval, if, in the opinion of the Engineer, an emergency occurs affecting the safety of life or of the Works or of adjoining property, he may, without relieving the Contractor of any of his duties and responsibility under the Contract, instruct the Contractor to execute all such work or to do all such things as may, in the opinion of the Engineer, be necessary to abate or reduce the risk. The Contractor shall forthwith comply, despite the absence of approval of the Employer, with any such instruction of the Engineer. The Engineer shall determine an addition to the Contract Price, in respect of such instruction, in accordance with Clause 13 and shall notify the Contractor accordingly, with a copy to the Employer

6.3.1.1. The Engineer will further seek prior approval of the Employer in the following matters:

- (i) Issuing the order to commence the works;
- (ii) Issuing/approving variation orders which have financial implications; except
  - (a) in an emergency situation as reasonably determined by the Engineer or



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O/o the E.I.C (Civil) Orissa  
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- (b) if such variation are within the limits of approval by the Engineer as specified in the construction contract documents;
- (iii) Approving new rates either for existing items of work, which arises from variation quantities beyond the limit, defined in the contract or fixing rates of non-priced works involving any extra item and certifying any additional cost determined under the provisions of contract;
- (iv) Approving subletting of any part of works;
- (v) Approving any extension of contractual time limits;
- (vi) Carrying out independent Quality Control tests;
- (vii) Issuing the order for special tests not provided for in the contract and determining the cost of such tests, which shall be added to the contract price;
- (viii) Issuing/approving the Technical Specification, if not provided for an item of works in the Construction Contract, similarly; for any change in Technical Specification of any item of work.

## 7. DUTIES & RESPONSIBILITIES OF THE ENGINEER'S REPRESENTATIVE

- 7.1 The duties of the Engineer's Representatives are, under the overall control of the Engineer, to supervise construction of the works and, to test or order to test and examine any material to be used or workmanship employed in connection with the works. They shall have no authority to relieve the Contractor of any of his duties or obligations under the Contract, or to order any works involving delay or any extra payment neither by the Employer, or to make any variation of quantities or rates in the works except to the extent allowed under Para 8. The Engineer may from time to time delegate to the Engineer's Representative any of the duties and authorities vested with the Engineer and he may at any time revoke such delegation. Any such delegation or revocation shall be in writing and shall not take effect until a copy thereof has been delivered to the Employer and the Contractor. As part of the Inception Report, the Consultant shall specify the principal responsibilities which are being delegated to his representative.

## 8. INTERIM AND FINAL PAYMENTS

- 8.1 The Supervision Consultant will process interim and final payment certificates of the Contractor. Interim certificates shall be processed by the Supervision Consultants following applications submitted by the Contractor. In processing certificates, the Resident Engineer of the Supervision Consultant will certify that he has checked the measurement books. Whenever measurements are to be made, the Supervision Consultants' Resident Engineer will inform the Contractor and the concerned OWD Executive Engineer in advance. The OWD Executive Engineer's participation in such measurements will not be mandatory; however should he wishes to participate, he will be empowered to do so and may check any measurement. In the case of dispute between the Engineer and the Employer's Representative, the Employer will release upto 50% of the disputed amount as



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certified by the Engineer, and instruct the Engineer to respond to the queries or discrepancies within 14 days. Any such discrepancies shall be adjusted in the following interim payment certificates.

The Supervision Consultant will promptly submit the payment certificates duly certified in accordance with the above sub-clause to the Executive Engineer of the concerned Field Division for verification and onward transmission to the Chief Engineer, World Bank Projects, Orissa.

## 8.2 LIKELY ADDITIONAL SERVICE

The consultants may be required to carry out the following in the event of the contingencies arising for them on the request of the employer as per terms negotiated then. The financial cost for the said services are provided against them are stated in **Appendix – H**. These could be taken up only in case of future requirements. Some of the events are:

- (i) major redesigning of road or structure;
- (ii) preparation of reports or additional contract documents for consideration of proposals for carrying out additional work;
- (iii) any other specialist services by the Engineer or by other specialists, pertaining to the works contract supervised by the consultant as may be agreed upon

## 9. TRAINING

- 1.1 Training and transfer of technology is of paramount importance for this project. The Consultant will cater the on-the-job training by proposing a team of specialists who has the right kind of expertise in their respective fields, for the **OWD staff working as counterpart staff** for supervision work and the **contractor's local staff during the progress of construction and maintenance component** in addition to an exposure to the international best practices followed in developed countries in managing construction supervision of road projects for 8 Engineers dealing with World Bank projects including officers of Project Implementation Unit (PIU), Orissa Works Department (OWD).

### On-the-Job Training

The Consultant shall provide on-the-job training, by the Key Personnel in their respective fields of specialisation as follows:

- Latest techniques of contract supervision and management
- Quality assurance
- Works methods for various construction operations for Roads and Bridges
- Flexible/Rigid Pavement Construction
- Use of modern survey equipment like Total Station
- Use of Modern Methods in Construction
- Quality Assurance and Material Engineering



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- Measurement and preparation of contractor’s monthly billing
- Preparations of variation orders

Apart from above points, the training course will also cover the important following activities of construction work of this magnitude

- Dispute resolutions
- Audit replies
- Handling of contractor’s claims

#### Specific Categories of Training

Specific subjects as previously stated can only be known after detailed assessments and the needs analysis is completed, and from discussions as held with officials.

Whilst each organization requires different training inputs, we believe that the following topics may be appropriate for the selected level of staff:

- contract management, administration and supervision
- physical planning
- bituminous pavement construction
- quality assurance and control
- progress monitoring
- information management system
- project planning and management course
- equipment operation and management
- laboratory and field tests
- progress reporting and record keeping

The training modules will be discussed with the Chief Engineer-World bank Projects and other senior OWD & Contractor’s staff prior to commencement of training activities as well as during the training program. The same will be modified as required to fit in the charter of duties of each category of the staff.

The training will be conducted at **3 locations** covering the **project corridor** every **6 months for 600 person days in total over the period of this consultancy services**. The exact dates and location will be finalised during the initial discussion with the Chief Engineer, World Bank Projects.

The Consultant shall also arrange exposure visits of some of the OWD officers associated with the subject project which involves visit to similar construction projects undertaken by the consultant in locations similar to Orissa. The consultants agreed to facilitate training tours to 4 numbers of these officers in two batches to the ongoing project sites at Karnataka and Rajasthan States in consultation with the Chief Engineer as part of the overall training component. In effect, 10 training workshops at Project locations and two outside state visit ( for 2 days) will be conducted during the currency of the assignment.

In addition, the Consultant will ensure that the **domestic staff from Orissa** employed on the **supervision consultancy assignment** would be trained in the latest quality assurance



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and construction management practices. The consultant will develop the training program in such a way that it fits in with a **longer term planned structure** and to enable OWD to **formulate, plan and budget its own construction program** to meet the needs and to use available funds in the most efficient way possible.

It is felt that for training and staff development programs to be successful, they must be based on the **actual needs**. As such, the training program will be prepared, discussed and finalised in consultation with the OWD & Contractor during the initial commencement months so as to maximise the training time available in the project, to maximise benefit from such trainings.

The **Team Leader** will **assess and analyse the training requirements and resources** for training and accordingly develop the **strategy for training, considering the training needs** with respect to the skills of the OWD & Contractor's staff. A review will be made of the resources available to determine the types and levels that would be appropriate for the training needs of the Project.

#### Resource Assessment

The consultant will assess that what systems and methods are currently in use inside the department and how these can be best adapted or modified to suit the project objectives. The existing technology and experience of the people that are currently employed and involved in the project by OWD & Contractor will also be assessed including their work experience and past training in light of present and future work.

Senior Officers of the Project Implementation Unit, OWD, Orissa are to be involved in the planning processes from the beginning of the project. During execution of the project, the Team Leader will work closely with the Senior Officers of OWD & Contractor to ensure that the best possible coordinated service is being presented to OWD.

#### Organisational & Resource Development

The consultant being aware of the need to improve levels of local understanding and participation early on in the project, but often it is realised that much more is required than simply educating individuals, **entire schools of thought** need to be changed. The people and the systems must be receptive to change. The Consultant's main aims under this consultancy assignment will be to not only achieve the education and training of individuals, but to promote the **enhancement of OWD's own internal capacities for developing their work organisation**.

#### Methods of Nomination - Participation

The identification of the training needs of the individual participants will depend largely on a review by the Team Leader on the **work and job descriptions of the personnel**. The Consultant will choose the officers to be trained by selecting from a group of nominations from the OWD & Contractor. A list of staff, including their individual CV's will be provided to the consultant by the OWD & Contractor, which will form a **shortlist of probable candidates** for the project. The candidates will be selected by an **interview undertaken** by the consultant and the OWD's & Contractor's representatives.

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### Training Program

A formal transfer of technology plan will be prepared by the Consultant basing on the results of the needs and resources assessment. It will contain details of the training programs, the objectives which are to be achieved and will identify:-

- the people to be trained
- the training needs
- suitable training activities
- resources required for the technology transfer
- a schedule of training activities
- program management details.

The plan will provide guidelines for implementing the training programs and serve as a document for managing the training as well as monitoring and reporting progress. The plan will be reviewed bi-annually by the Training Co-ordination Panel and a firm program for the next six months finalised.

The training co-ordination panel will be formed and will comprise the Team Leader, Resident Engineer, Chief Engineer, World Bank Projects and other senior OWD & contractor's staff nominated for co-ordinating the training program.

The final Training Program will be guided by a number of factors including the results of training needs assessments, specific training requirements and the sequence of project activities. Based on the last point, SMEC envisage that the program will primarily comprise following training initiatives:

### Overseas Training

The Consultant has agreed for undertaking overseas training tour for two groups of 4 Engineers dealing with World Bank projects including officers of PIU, on a training tour to various road construction sites in Australia, for a period of 2 weeks each, details of which are provided in the following sections.

SMEC views the offering of overseas study tours to technical officers as highly desirable for the following reasons.

- The staff gains new experiences and insights into overseas methods at very little cost to the Department, and without any staff changes or recruitments
- The Technical Officers involved, receive experiences that would otherwise be nearly impossible for them to obtain
- The Technical Officers receive considerable personnel benefit by way of exposure to international techniques and technology and have extra skills to apply to their work.

The tentative overseas study tour itinerary is as follows:

The Consultant has included all expenses such as travel, per diem as per standard international rates, lodging, boarding, visa fee, health insurance etc. of the overseas training. However, for on the job trainings, only the cost of organizing the workshop / seminar is to be borne by the Consultant.

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Sl.	Position	Persons
1	Team Leader	1 No
2	Resident Engineer	3 Nos
3	Sr. Material Engineer	1 Nos
4	Sr. Contract Management Specialist	1 No
5	Sr. Highway Engineer -cum- Pavement Specialist	1 No
6	Sr. Bridge Construction Engineer	1 No

- 10.8 The CVs of the following staff has been provided before contract negotiations and has been reviewed and agreed by the Employer for quality against the criteria set down in **Annex - III**.

Sl.	Position	Persons
1	Highway Design Engineer	1 Nos
2	Bridge Design Engineer	1 Nos
3	Highway Engineer	3 Nos
4	Bridge Engineer	3 Nos
5	Quantity Surveyor	3 Nos
6	Environmental Engineer	3 Nos
7	Material Engineer	3 Nos
8	Sr. Surveyor	3 Nos

- 10.9 CVs for following field sub-professional staff are not required to be submitted to the Employer.

Sl.	Position
1	CADD Engineer (Pavement)
2	CADD Engineer (Bridge)
3	Asst. Highway Engineer
4	Asst. Bridge Engineer
5	Asst. Quantity Surveyor (Highway)
6	Asst. Quantity Surveyor (Bridge)
8	Asst. Material Engineer / Lab-Technician
9	Asst. Surveyor
10	Administrative Support Staff
11	Attendants

- 10.10 The supervision consultant has proposed to establish 4 offices including: (i) main office, in Bhubaneswar and (ii) three field offices suitably located near project roads, such as at Berhampur, Bhadrak and Bhawanipatna.

- 10.11 The supervision consultant shall use modern construction management techniques in all aspects of performing this work.

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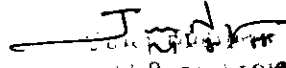
### 10.12 Selection from OWD Staff

- a. One of the objectives of the assignment is to promote technology transfer to OWD staff. For the purpose of technology transfer, the Supervision Consultant has agreed to impart training in both managerial and supervisory skills to the designated staff. The Supervision Consultant has agreed to employ some of the trained staff on this assignment on a deputation basis. OWD Staff on deputation will be placed only in the non-key positions ( see para 10.8 & 10.9 ) to prevent conflict of interest situations.
- b. Details of settlement of dues of all the employees recruited on deputation including statutory dues shall be provided to the Employer before the end of each financial year or termination of contractual obligation, whichever is earlier, with copy to the concerned employees.
- c. The OWD will forward to the Supervision Consultant the list of interested OWD staff with CVs for the purpose of deputation to the Supervision Consultant's team. An interview board comprising representatives from the Supervision Consultant and the OWD shall make selection of the staff from the OWD. As the primary responsibility of supervision of the construction contract rests with the Consultant, the Consultant will select OWD staff who will be deputed if found suitable to the Consultant. Consultant will have the option to release any OWD staff, if the Consultant is not satisfied with his performance. In such a case, the OWD will provide immediate replacement candidates to be selected through the process as described above. In case a suitable replacement cannot be found within one month, the Consultant will have the option to fill such position from his own staff.
- d. It is however the intention that not more than 50% of the technical support staff positions will be filled by OWD staff on deputation. The salary is to be paid to the deputed OWD staff by the Consultant and the applicable basic person-month rates for such deputed OWD staff, payable to the consultant, will be finalized during the selection process.

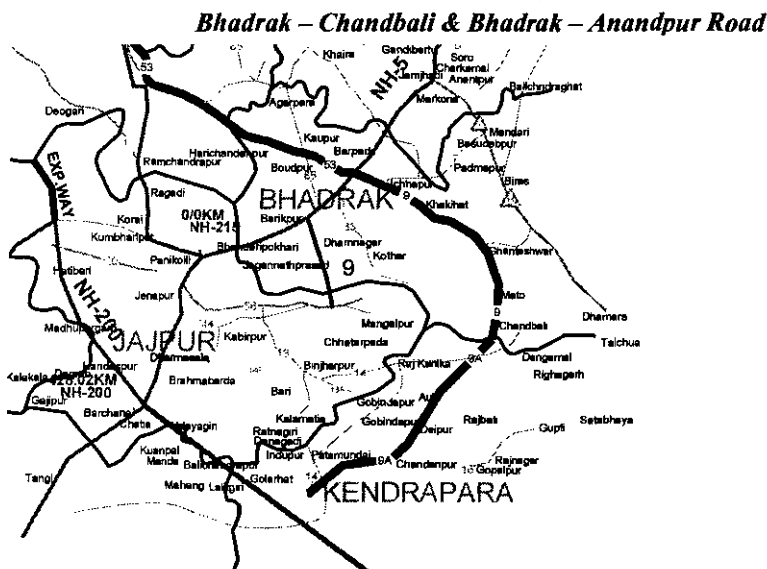
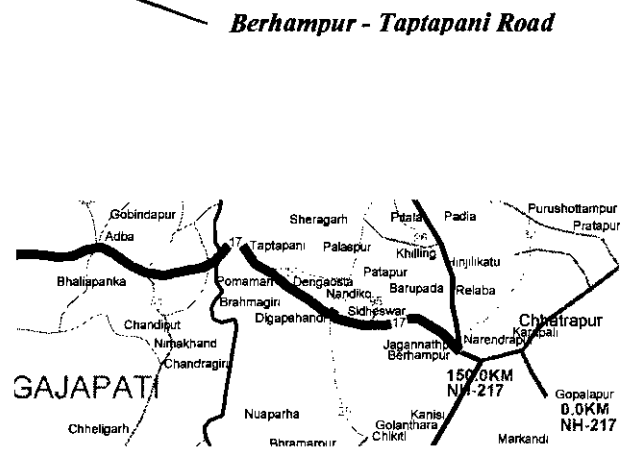
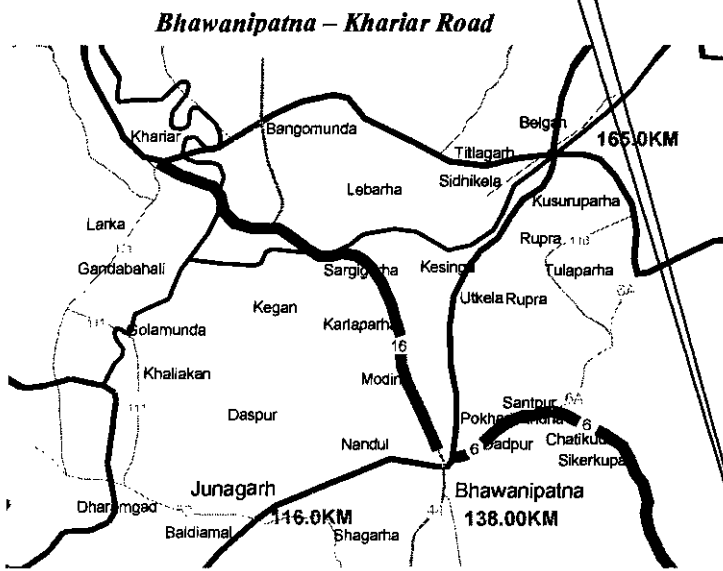
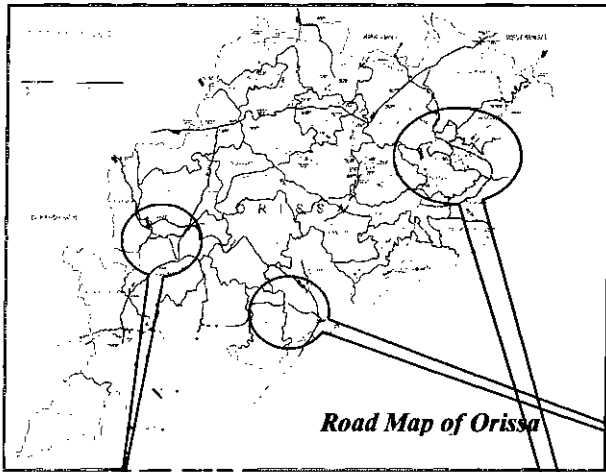
## 11. REVIEW OF the CONSULTANT'S WORK

- 10.13 The Consultant's performance would be reviewed/ monitored through the timely receipt of reports and the quality of the contents of these reports acceptable to the OWD and the Bank.
- 10.14 A review committee consisting of the following officers will review the work of the Consultant from time to time.
  - a. Engineer-in-Chief-cum-Secretary to GOO, Works Department
  - b. Chief Engineer, D.P. & I. & Roads, Orissa
  - c. Chief Engineer, R.D. & Q.P., Orissa
  - d. Chief Engineer, World Bank Projects, Orissa



  
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 Chief Engineer  
 World Bank Projects  
 Orissa  
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 Bhubaneswar

ANNEX - I



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## ANNEX - II

## BROAD QUALIFICATION REQUIREMENTS OF KEY EXPERTS

## 1. Team Leader, “Engineer”

## I Educational Qualification

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in  
Construction Management; or  
Business Management; or any relevant field

## II General Experience

- a) Total Experience : Total Professional Experience : 20 Years minimum  
Developed Countries : 4 Years minimum  
Developing Countries: 10 Years minimum
- b) Relevant Experience : Experience as Team Leader / Deputy TL / RE : 10 Years min;  
Highway Projects of US\$ 15 Million in  
Developed Countries : Minimum 2 Projects ;and  
Developing Countries: Minimum 2 Projects
- Knowledge in following fields are essential:**  
(i) Administering FIDIC / International Funded Contracts  
(ii) Modern Survey & Construction Techniques
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous

## 2. Resident Engineer (3 Positions)

## I Educational Qualification

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in  
Highway / Transportation Engineering; or  
Construction Management or any relevant field

## II General Experience

- a) Total Experience : Total Professional Experience : 15 Years minimum  
Developed Countries : 2 Years minimum  
Developing Countries: 8 Years minimum
- b) Relevant Experience : Experience as RE / Sr. Highway Engineer : 8 Years min;  
Highway Projects of US\$ 15 Million : Minimum 2 Projects
- Knowledge in following fields are essential:**  
(i) Administering FIDIC / International Funded Contracts  
(ii) Specifications and Standards for Highway Projects  
relevant to India and International best practice.  
(iii) Modern Survey & Construction Techniques
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous



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Bhubaneswar

**3. Senior Material Engineer (1 Position)****I Educational Qualification**

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in Geotechnical / Soil Mechanics; or any relevant field

**II General Experience**

- a) Total Experience : Total Professional Experience : 12 Years minimum  
Developing Countries: 6 Years minimum
- b) Relevant Experience : Experience as Material Engineer : 5 Years min;  
Highway Projects of US\$ 15 Million : Minimum 2 Projects  
**Knowledge in following fields are essential:**  
(i) Monitoring Quality Control Laboratory  
(ii) Supervising Contractor's Crushers & Mixing Plants  
(iii) Evaluation of Construction Materials  
(iv) Design of Bitumen & concrete Mix  
(v) Modern QAP & Construction Techniques  
(vi) Pavement Design  
(vii) Specifications and Standards for Highway Projects relevant to India and International best practice
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous

**4. Sr. Contract Management Specialist (1 Position)****I Educational Qualification**

- a) Minimum : Graduate in Civil Engineering with Specialization either in Management / Law

**II General Experience**

- a) Total Experience : Total Professional Experience : 15 Years minimum  
Developing Countries: 8 Years minimum
- b) Relevant Experience : Experience as Contract Specialist / Arbitrator : 5 Years min;  
Highway Projects of US\$ 15 Million : Minimum 2 Projects  
**Knowledge in following fields are essential:**  
(i) Administering FIDIC / International Contracts  
(ii) Bid Evaluation and Rate Analysis  
(iii) Specifications and Standards for Highway Projects relevant to India and International best practice  
(iv) Contract administration & Dispute Resolution
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous



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### 5. Sr. Highway Engineer –cum- Pavement Specialist (1 Position)

#### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in  
 Highway / Pavement Engineering;  
 or any relevant field

#### II General Experience

- a) Total Experience : Total Professional Experience : 12 Years minimum  
 Developing Countries: 8 Years minimum  
 b) Relevant Experience : Experience as Highway / Pavement Engineer : 5 Years min;  
 Highway Projects of US\$ 15 Million : Minimum 2 Projects  
Knowledge in following fields are essential:  
 (i) Design of Flexible and Rigid Pavements  
 (ii) Latest CODEs, Circulars, Guidelines of  
 MOST / IRC / AASHTO / TRL / BIS  
 (iii) Expertise in MX / MOSS / CIVIL CADD etc  
 (iv) Modern Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous

### 6. Sr. Bridge Construction Engineer (1 Position)

#### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in  
 Structural Engineering Or Construction Management

#### II General Experience

- a) Total Experience : Total Professional Experience : 12 Years minimum  
 Developing Countries: 8 Years minimum  
 b) Relevant Experience : Experience as Bridge Construction Engineer : 5 Years min;  
 Highway Projects of US\$ 15 Million : Minimum 2 Projects  
Knowledge in following fields are essential:  
 (i) Design of Modern HL Bridges  
 (ii) Latest CODEs, Circulars, Guidelines of  
 MOST / IRC / AASHTO / TRL / BIS  
 (iii) Modern Bridge Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous



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 World Bank Projects  
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## ANNEX - III

## BROAD QUALIFICATION REQUIREMENTS OF SUPPORT STAFFS

## 1. Highway Design Engineer

## I Educational Qualification

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in Highway / Pavement Engineering; or any relevant field

## II General Experience

- a) Total Experience : Total Professional Experience : 10 Years minimum  
Developing Countries: 5 Years minimum
- b) Relevant Experience : Experience as Highway Design Engineer or equiv.: 5 Years min;

**Knowledge in following fields are essential:**

- (i) Design of Flexible and Rigid Pavements
- (ii) Latest CODEs, Circulars, Guidelines of MOST / IRC / AASHTO / TRL / BIS
- (iii) Expertise in MX / MOSS / CIVIL CADD etc
- (iv) Modern Survey & Construction Techniques
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous

## 2. Bridge Design Engineer

## I Educational Qualification

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in Structural Engineering; Or any relevant field

## II General Experience

- a) Total Experience : Total Professional Experience : 10 Years minimum  
Developing Countries: 5 Years minimum
- b) Relevant Experience : Experience as Structural / Bridge Design Engineer or equiv. : 5 Years min;

**Knowledge in following fields are essential:**

- (i) Design of Modern HL Bridges
- (ii) Latest CODEs, Circulars, Guidelines of MOST / IRC / AASHTO / TRL / BIS
- (iii) Modern Survey & Construction Techniques
- (iv) Expertise in STAAD / FEM etc.
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous



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Director, E. I. C. Civil Engineering  
Bhubaneswar

### 3. Highway Engineer

#### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in Highway / Transportation Engineering; or Construction Management or any relevant field

#### II General Experience

- a) Total Experience : Total Professional Experience : 15 Years minimum  
 Developing Countries: 10 Years minimum  
 b) Relevant Experience : Experience as Highway Engineer or equiv. : 5 Years min;  
**Knowledge in following fields are essential:**  
 (i) Administering FIDIC / International Funded Contracts  
 (ii) Specifications and Standards for Highway Projects relevant to India and International best practice  
 (iii) Modern Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous

### 4. Bridge Engineer

#### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in Structural Engineering; or any relevant field

#### II General Experience

- a) Total Experience : Total Professional Experience : 15 Years minimum  
 Developing Countries: 10 Years minimum  
 b) Relevant Experience : Experience as Bridge Engineer or equiv. : 5 Years min;  
**Knowledge in following fields are essential:**  
 (i) Administering FIDIC / International Funded Contracts  
 (ii) Specifications and Standards for Highway Projects relevant to India and International best practice  
 (iii) Modern Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous

### 5. Quantity Surveyor

#### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in Highway / Transportation Engineering; or Construction Management or any relevant field

#### II General Experience

- a) Total Experience : Total Professional Experience : 15 Years minimum  
 Developing Countries: 10 Years minimum  
 b) Relevant Experience : Experience as Quantity Surveyor or equiv. : 5 Years min;  
**Knowledge in following fields are essential:**  
 (i) Administering FIDIC / International Funded Contracts  
 (ii) Specifications and Standards for Highway Projects relevant to India and International best practice  
 (iii) Modern Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous



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 O/o the E.I.C. (Civil) Office,  
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**6. Environmental Engineer****I Educational Qualification**

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation / Specialization is desirable either in Environmental Engineering or any relevant field

**II General Experience**

- a) Total Experience : Total Professional Experience : 15 Years minimum  
 Developing Countries: 10 Years minimum  
 b) Relevant Experience : Experience as Environmental Engineer or equiv. : 5 Years min;  
Knowledge in following fields are essential:  
 (i) Administering FIDIC / International Funded Contracts  
 (ii) Specifications and Standards for Highway Projects relevant to India and International best practice  
 (iii) MOEF Circulars, Guidelines etc  
 (iv) EIA and EMP with their implementation  
 (v) Modern Survey & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous

**7. Material Engineer****I Educational Qualification**

- a) Minimum : Graduate in Civil Engineering  
 b) Desirable : Post Graduation is desirable either in Soil Mechanics / Geotechnical Engineering; or any relevant field

**II General Experience**

- a) Total Experience : Total Professional Experience : 15 Years minimum  
 Developing Countries: 10 Years minimum  
 b) Relevant Experience : Experience as Material Engineer or equiv. : 5 Years min;  
Knowledge in following fields are essential:  
 (i) Administering FIDIC / International Funded Contracts  
 (ii) Specifications and Standards for Highway Projects relevant to India and International best practice  
 (iii) Evaluation of Construction Materials  
 (iv) Design of Bitumen & concrete Mix  
 (v) Modern QAP & Construction Techniques  
 c) Language : Communication fluently in English is minimum  
 Local Language is Advantageous



*J. N. D.*  
 Chief Engineer  
 World Bank Projects  
 O/o the E.I.C (Civil) Office,  
 Bhubaneswar.

## 8. Sr. Surveyor

### I Educational Qualification

- a) Minimum : Graduate in Civil Engineering
- b) Desirable : Post Graduation is desirable either in  
Highway / Transportation Engineering; or  
any relevant field

### II General Experience

- a) Total Experience : Total Professional Experience : 15 Years minimum  
Developing Countries: 10 Years minimum
- b) Relevant Experience : Experience as Survey Engineer or equiv. : 5 Years min;  
**Knowledge in following fields are essential:**
- (i) Administering FIDIC / International Funded Contracts
  - (ii) Specifications and Standards for Highway Projects relevant to India and International best practice
  - (iii) Modern Survey & Construction Techniques
- c) Language : Communication fluently in English is minimum  
Local Language is Advantageous



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Office of the E.I.C (Civil) Division  
Bhubaneswar

**APPENDIX B: REPORTING REQUIREMENTS**

The Consultant shall prepare and submit to the Employer alongwith softcopy of each of the following reports:

SI	Document	Number of Copies	Time
1	Inception report	10	One month of effectiveness of Contract (Ref. GC Cl. 2.1)
2	Monthly progress report	10	10 business days after end of month
3	Quarterly progress report	10	15 business days after end of quarter
4	Maintenance Manual for Defect liability Period	30	12 months after effectiveness of Contract (Ref. GC Cl. 2.1)
5	Supervision manual	30	3 months after effectiveness of Contract (Ref. GC Cl. 2.1)
6	Training manual	30	6 months after effectiveness of Contract (Ref. GC Cl. 2.1)
7	Sectional/Substantial Completion Reports	20	After substantial completion
8	Training to Employer's and contractors' personnel	As agreed in the training plan	Ref. Para 11 of TOR

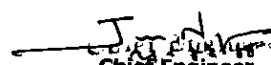
**a. INCEPTION/ COMMENCEMENT REPORT :**

Based on the results of discussions with employer and contractors, site visits and detailed work plan etc., the Consultant will undertake the preparation of the Inception Report (10 Copies) which will be submitted to the Employer with in 30 days from the date of actual commencement of services. The main objective of the Inception Report would be to come up with a detailed methodology and Work Program arising out of the discussions with the Employer at the Start-up stage. The Inception Report will also indicate Master Work Programme and schedule for Resource mobilization for carrying out various activities and scheduling of various sub-activities

**b. MONTHLY PROGRESS REPORT:**

The Consultant will, no later than 10th of each month, prepare a brief progress report summarizing the work accomplished by the supervision team for the preceding month. The report will outline any problems encountered (administrative, technical or financial) and give recommendations on how these problems may be overcome. Brief work progress summaries will be included for on going road and bridge works, outlining problems encountered and recommending solutions. The report should record the status of payment of contractors monthly certificates, of all claims for cost or time extensions, and of action required of government and other agencies to permit unconstrained works implementation.

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World Bank Projects, Orissa  
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The monthly progress report shall also include one chapter each on environmental, signage, safety utility and community asset shifting, tree felling, details of initial rectification, routine maintenance and traffic diversion during construction. The PERT chart in Microsoft Project for all activities shall be enclosed with the monthly progress report.

**c. QUARTERLY PROGRESS REPORTS**

The Consultant will prepare a comprehensive report summarizing all activities under the services at the end of each quarter, and also at other times when considered warranted by either the Consultant or the Employer because of delay of the construction works or because of the occurrence of technical or contractual difficulties. Such reports shall summarize (i) the activities of the Engineer (ii) the progress of the Contracts (iii) all contract variations and change orders (iv) the status of Contractor's claims, if any; etc. and will include brief descriptions of the technical and contractual problems being encountered, physical and financial progress on approved formats, financial status of the contracts as a whole consisting the cost incurred, and cost forecast, as well as financial plan (by Bank and the Government) and other relevant information for the ongoing contracts.

**d. MAINTENANCE MANUAL :**

A maintenance manual will be prepared and submitted to PIU, OWD within 12 months of the commencement of the project. This will detail the routine and periodic maintenance tasks that will be required to maintain the completed project.

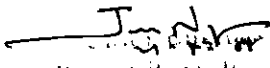
**e. CONSTRUCTION SUPERVISION MANUAL :**

A detailed supervision manual will be submitted by the Consultant within the 90 days of commencement of the services. The manual will define the principles of supervision and roles and responsibilities for various categories and levels of supervisory staff. The manual will encompass every aspect of Construction Supervision including quality control and contract administration

**f. Training Manual**

A training manual will be prepared detailing all the schedules of the on-the-job training and overseas training. This will be prepared by the Team Leader

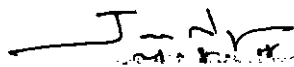


  
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**g. SECTIONAL AND SUBSTANTIAL / FINAL COMPLETION REPORTS**

The Consultant will prepare a comprehensive final Completion Report for each defined section of the construction contract, after such sections reaches a stage of substantial completion during the period of the services. These reports must be submitted immediately after the completion of the work by the contractor and before taking over of such sections by the Employer. The report shall incorporate summary of the method of construction, the construction supervision performed, as built construction drawings problems encountered & solutions undertaken thereon and recommendations for future projects of similar nature to be undertaken by the employer. The engineer will then summarize and consolidate in a single report the key information from each sectional completion reports to prepare the final Completion Report for the entire construction package.




  
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**APPENDIX C: KEY PERSONNEL AND SUB-CONSULTANTS – HIRING OF WORKS FOR KEY PERSONNEL**

Name	Proposed Position	Minimum Qualification	Job Description	Staff Months
Ram Mohan Rao	Team Leader	Bachelor of Civil Engineering	<ul style="list-style-type: none"> <li>• Mobilization of staff &amp; start up meeting</li> <li>• Design Review</li> <li>• Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>• Mobilization of the Contractors</li> <li>• Review and approval of contractors' Key Personnel, Work Program and Resource Schedule, Plants, Equipment &amp; Machinery</li> <li>• Evolving QA system</li> <li>• Review &amp; Approve working drawings supplied by the contractor</li> <li>• Implementing QA system</li> <li>• Site Clearance</li> <li>• Ensure safety measures during construction</li> <li>• Monitoring financial progress of the works</li> <li>• Preparation of operation and maintenance manual</li> <li>• Assist client in providing clarifications to the observations raised by the auditor</li> <li>• Advise client in matters related to the changes in the contract, claims and variations, arbitration or litigation relating to the works</li> <li>• Demobilization and Site rehabilitation</li> <li>• Inspection of works during D.L.P.</li> </ul>	31
Zaheer Ahmed	Resident Engineer - 1	B.E. (Civil)	<ul style="list-style-type: none"> <li>• Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>• Mobilization of the Contractors</li> <li>• Review and approval of contractors' Key Personnel, Work Program and Resource Schedule, Plants, Equipment &amp; Machinery</li> <li>• Evolving QA system</li> <li>• Implementing QA system</li> <li>• Review and approve of working drawing supplied by the contractor</li> <li>• Set out at site</li> <li>• Site Clearance</li> <li>• Assess and check the Contractor's laboratory and field tests; Inspection of works and contractor's workmanship</li> <li>• Earth Work</li> <li>• Subgrade preparation</li> <li>• Construction of subbase, drainage layer for carriageways including shoulders, bypasses and realignments</li> <li>• Profile corrective course over the existing pavement</li> <li>• Laying base course including shoulders, bypasses and realignments</li> <li>• Placing of wearing course including shoulders and realignments</li> <li>• Review of construction methodology / drawings / major bridges / flyovers / grade separators / underpasses / overpasses</li> </ul>	30

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 (to the E.I.C (Civil) Orissa)  
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			<ul style="list-style-type: none"> <li>• Construction of bridges (minor and major) and grade separators / overpasses / flyovers / ROB</li> <li>• Construction of cross drainage works</li> <li>• Prepare Interim and final Payment Certificate, update cost estimation and cash flow</li> <li>• Ensure proper traffic management</li> <li>• Casting and laying kerbs</li> <li>• Drainage and Protection works</li> <li>• Construction of junction improvement</li> <li>• Fixing Sign boards and KM stones</li> <li>• Ensure safety measures during construction</li> <li>• Verify &amp; correct as-built drawings submitted by the contractor</li> <li>• Road Marking</li> <li>• Turfing &amp; Landscaping</li> <li>• Monitoring financial progress of the works</li> <li>• Preparation of operation and maintenance manual</li> <li>• Assist client in providing clarifications to the observations raised by the auditor</li> <li>• Advise client in matters related to the changes in the contract, claims and variations, arbitration or litigation relating to the works</li> <li>• Demobilization and Site rehabilitation</li> </ul>	
V.C. Angadi	Resident Engineer – 2	B.E.(Civil)	<ul style="list-style-type: none"> <li>• Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>• Mobilization of the Contractors</li> <li>• Review and approval of contractors' Key Personnel, Work Program and Resource Schedule, Plants, Equipment &amp; Machinery</li> <li>• Evolving QA system</li> <li>• Implementing QA system</li> <li>• Review and approve of working drawing supplied by the contractor</li> <li>• Set out at site</li> <li>• Site Clearance</li> <li>• Assess and check the Contractor's laboratory and field tests; Inspection of works and contractor's workmanship</li> <li>• Earth Work</li> <li>• Subgrade preparation</li> <li>• Construction of subbase, drainage layer for carriageways including shoulders, bypasses and realignments</li> <li>• Profile corrective course over the existing pavement</li> <li>• Laying base course including shoulders, bypasses and realignments</li> <li>• Placing of wearing course including shoulders and realignments</li> <li>• Review of construction methodology / drawings / major bridges / flyovers / grade separators / underpasses / overpasses</li> <li>• Construction of bridges (minor and major) and grade separators / overpasses / flyovers / ROB</li> <li>• Construction of cross drainage works</li> <li>• Prepare Interim and final Payment Certificate, update cost estimation and cash flow</li> <li>• Ensure proper traffic management</li> <li>• Casting and laying kerbs</li> <li>• Drainage and Protection works</li> <li>• Construction of junction improvement</li> <li>• Fixing Sign boards and KM stones</li> <li>• Ensure safety measures during construction</li> </ul>	30

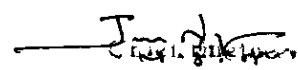


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			<ul style="list-style-type: none"> <li>litigation relating to the works</li> <li>Demobilization and Site rehabilitation</li> </ul>	
K.K. Mitra	Sr. Material Engineer	M.Tech (Soil Mechanics & Foundation Engineering)	<ul style="list-style-type: none"> <li>Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>Review and approval of contractors' Key Personnel, Work Program and Resource Schedule, Plants, Equipment &amp; Machinery</li> <li>Evolving QA system</li> <li>Implementing QA system</li> <li>Assess and check the Contractor's laboratory and field tests; Inspection of works and contractor's workmanship</li> <li>Approval of Materials and Sources</li> <li>Preparation of operation and maintenance manual</li> </ul>	13
S.P. Ahuja	Sr. Contract Management Specialist / Sr. Quantity Surveyor	Masters Engineering	<ul style="list-style-type: none"> <li>Design Review</li> <li>Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>Mobilization of the Contractors</li> <li>Review and approval of contractors' Key Personnel, Work Program and Resource Schedule, Plants, Equipment &amp; Machinery</li> <li>Prepare Interim and final Payment Certificate, update cost estimation and cash flow</li> <li>Monitoring financial progress of the works</li> <li>Preparation of operation and maintenance manual</li> <li>Assist client in providing clarifications to the observations raised by the auditor</li> <li>Advise client in matters related to the changes in the contract, claims and variations, arbitration or litigation relating to the works</li> <li>Demobilization and Site rehabilitation</li> </ul>	16
Ramesh Patra	Sr. Highway Engineer-cum-Pavement Specialist	M.Tech(Civil )	<ul style="list-style-type: none"> <li>Design Review</li> <li>Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>Implementing QA system</li> <li>Review &amp; Approve working drawings supplied by the contractor</li> <li>Earth Work</li> <li>Subgrade preparation</li> <li>Construction of subbase, drainage layer for carriageways including shoulders, bypasses and realignments</li> <li>Profile corrective course over the existing pavement</li> <li>Placing of wearing course including shoulders and realignments</li> <li>Laying base course including shoulders, bypasses and realignments</li> <li>Placing of wearing course including shoulders and realignments</li> <li>Approval of Materials and Sources</li> <li>Casting and laying kerbs</li> <li>Construction of junction improvement</li> <li>Fixing Sign boards and KM stones</li> <li>Verify &amp; correct as-built drawings submitted by the contractor</li> <li>Road Marking</li> </ul>	12



  
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 Engineer

			<ul style="list-style-type: none"> <li>• Turfing &amp; Landscaping</li> <li>• Preparation of operation and maintenance manual</li> <li>• Demobilization and Site rehabilitation</li> </ul>	
M.K. Jain	Sr. Bridge Construction EngineerB	B.E.	<ul style="list-style-type: none"> <li>• Design Review</li> <li>• Preparation of the Construction Supervision Manual, Commencement Report and Quality Assurance Manual</li> <li>• Review &amp; Approve working drawings supplied by the contractor</li> <li>• Review of construction methodology / drawings / major bridges / flyovers / grade separators / underpasses / overpasses</li> <li>• Construction of bridges (minor and major) and grade separators / overpasses / flyovers / ROB</li> <li>• Construction of cross drainage works</li> <li>• Drainage and Protection works</li> <li>• Verify &amp; correct as-built drawings submitted by the contractor</li> <li>• Preparation of operation and maintenance manual</li> </ul> Demobilization and Site rehabilitation	14

*M.K. Jain*

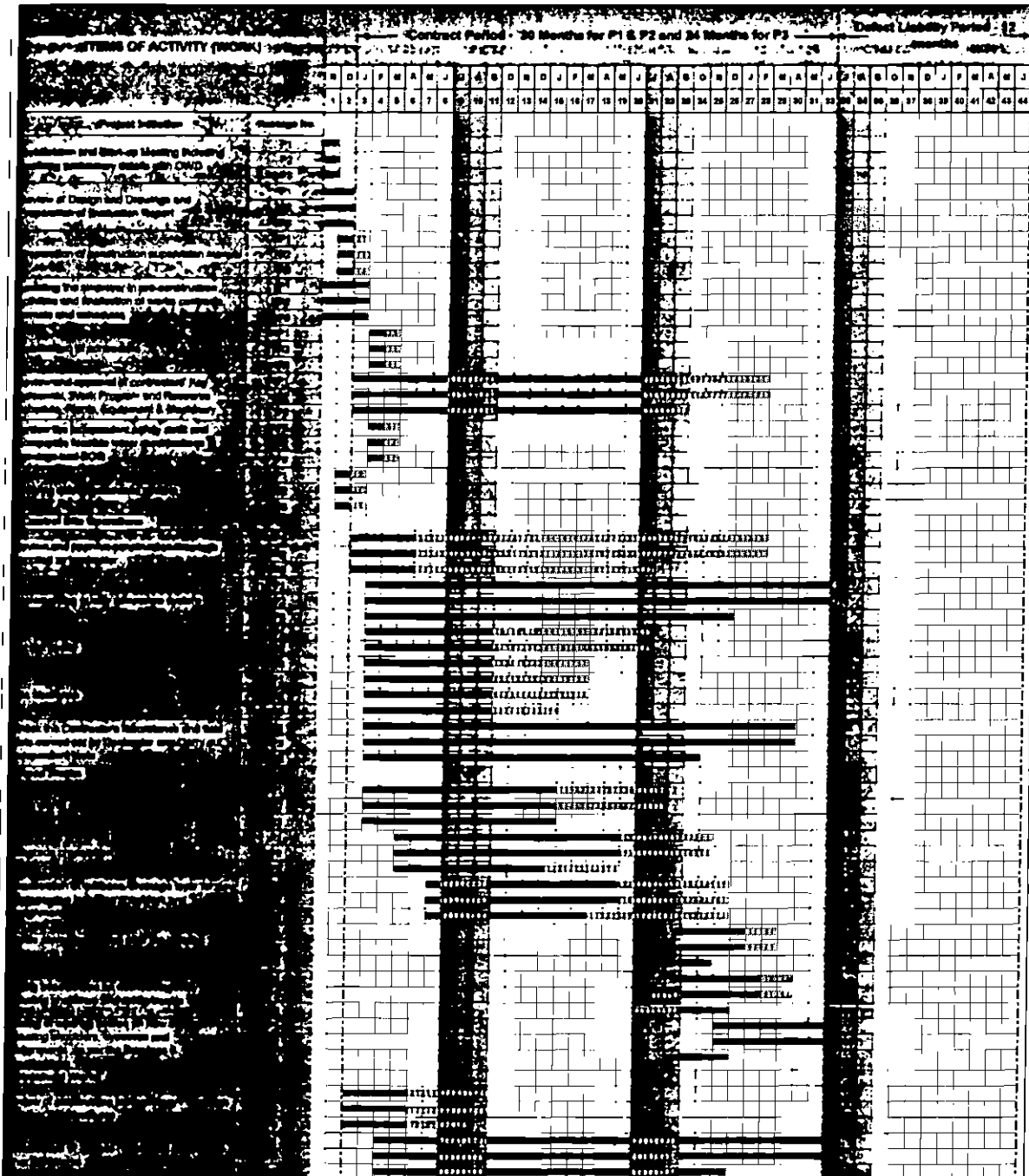


*Jain*

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 Ehubaneswar:

Consultancy Services for Construction Supervision of 1st Year Roads under Orissa State Roads Project 

WORK SCHEDULE - FORM TECH 8

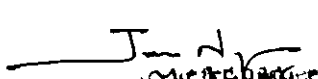


**KEY:**  
 Continuous Activity   
 Intermittent Activity   
 Reports   
 Start of Construction Contract   
 Completion of Construction Contract   
 Completion of DLP 

(P1) - Package No. OSRP-CW-JCB-Y1-01  
 (P2) - Package No. OSRP-CW-JCB-Y1-02  
 (P3) - Package No. OSRP-CW-JCB-Y1-03

Page 1 of 2  
Figure 5



  
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 Bhubaneswar







Consultancy Services for Construction Supervision of 1st Year Roads under Orissa State Roads Project  
STAFFING SCHEDULE - BERNAMPUR OFFICE

SMEC  
Phase No. 1

S. No.	Name	Designation	Construction Period (Months)												Remarks	
			1	2	3	4	5	6	7	8	9	10	11	12		
1	U.S. Consultant	Resident Engineer														
2	TMN	Highway Engineer														
3	TMN	Bridge Engineer														
4	TMN	Quantity Surveyor														
5	TMN	Environmental Engineer														
6	TMN	Mechanical Engineer														
7	TMN	St. Surveyor														
8	TMN	CADD Engineer (Prepared)														
9	TMN	CADD Engineer (Bridge)														
10	TMN	Asst. Highway Engineer														
11	TMN	Asst. Bridge Engineer														
12	TMN	Asst. Quantity Surveyor (Highways)														
13	TMN	Asst. Quantity Surveyor (Bridges)														
14	TMN	Asst. Mechanical Engineer / Lab Technician														
15	TMN	Asst. Surveyor														
16	TMN	Computer Operator														
17	TMN	Office Secretary														
18	TMN	Office Assistant														
19	TMN	Watch Man														

KEY:   
 Full Time   
 Consultancy   
 Commencement of Civil Works   
 Completion of Civil Works   
 Commencement of District Liability Period   
 Completion of District Liability Period

Note: During District Liability Period, inputs for Quantity Surveyor, Assistant Highway Engineer will continue

Highlighted months indicate Monsoon Season



Consultant  
 for  
 State Road Projects  
 M/s. Dr. E. L. C. (Civil) Orissa  
 Bhubaneswar

Figure 6 (B)






## SUMMARY OF COST

No.	Description	Local Currency (Rs.)	Foreign Currency (AU\$)
	<b><u>Local Consultants</u></b>		
	<b><u>Remunerations</u></b>		
	<b><u>Payable to SMEC International PTY Ltd.</u></b>		
I	Remuneration for Local Key Professional Staff	-	-
II	Remuneration for Support Staff	-	-
	<b><u>Payable to SMEC India Pvt. Ltd.</u></b>		
I	Remuneration for Local Key Professional Staff *	Rs.38,056,200.00	-
II	Remuneration for Support Staff *	Rs.107,470,300.00	-
	<b><u>Reimbursable</u></b>		
	<b><u>Payable to SMEC International PTY Ltd.</u></b>		
III	Transportation (Rentals)	Rs.10,015,000.00	-
IV	Duty Travel to Site	Rs.385,000.00	-
V	Office Rent	Rs.2,440,000.00	-
VI	Office Supplies, Utilities and Communication (Rentals)	Rs.3,280,000.00	-
VII	Office Furniture and Equipment	Rs.1,628,000.00	-
VIII	Report & Document Printing	Rs.1,461,000.00	-
IX	Surveys(Rentals)	Rs.1,500,000.00	-
X	Training	Rs.560,000.00	AUD 59,320.00
	<b><u>Payable to SMEC India Pvt. Ltd.</u></b>		
	<b>Subtotal Local Consultants</b>	Rs.166,795,500.00	AUD 59,320.00
	<b><u>Foreign Consultants</u></b>		
F-I	Remuneration for Expatriate Staff *	-	-
F-II	Mobilization and Demobilization	-	-
F-III	Accommodation for Consultants Expatriate Staff	-	-
	<b>Subtotal Foreign Consultants</b>	-	-
	<b>Total Payable to SMEC International</b>	Rs.21,269,000.00	59,320
	<b>Total Payable to SMEC India Pvt. Ltd.</b>	Rs.145,526,500.00	-
	<b>Total Cost Net of Tax ( Local &amp; Foreign Consultant) to be evaluated</b>	<b>Rs.166,795,500.00</b>	<b>AUD 59,320.00</b>
B	12.36 % Consultancy Services tax	Rs.20,615,923.80	AUD 7,331.95
C	10.5575 % Taxes payable in India on fees for technical services provided by foreign consultants, including duties on equipment imported as defined in Clause 1.10 of SCC	Rs.2,491,637.28	AUD 7,001.94
		<b>Rs.189,723,285.08</b>	<b>AUD 73,653.89</b>

Conversion Rate assumed as 1Au\$ = 35.42INR

\* Remuneration of employed personnel designated in foreign currency or india currency shall be adjusted as per clause 6.2(a) of SCC of draft contract

Consultant  

  
Chief Engineer  
World Bank Projects, Orissa  
Office Building (Civil) Cuttack.



## APPENDIX E - COST ESTIMATES IN LOCAL CURRENCY

Remuneration:

A. Payable to SMEC International Pty. Ltd.:

NIL

B. Payable to SMEC India Pvt. Ltd.:

Rs. 145,526,500

## I. Remuneration For Local Key Staff

No.	Position	Name	Rate	Staff Month	Amount
<b>Key Professional staff</b>					
1	Team Leader	N Ram Mohan Rao	300,300	31	9,309,300
2	Resident Engineer - 1	Zaheer Ahmad Siddique	182,000	30	5,460,000
3	Resident Engineer - 2	V C Angadi	209,300	30	6,279,000
4	Resident Engineer - 3	N R Goswami	273,000	24	6,552,000
5	Senior Materials Engineer	Kanchan Kumar Mitra	191,100	13	2,484,300
6	Senior Contract Management Specialist/Sr. Quantity Engineer	S P Ahuja	200,200	16	3,203,200
7	Senior Highway cum Pavement Engineer	Ramesh Kumar Patra	163,800	12	1,965,600
8	Senior Bridge Construction Engineer	M K Jain	200,200	14	2,802,800
<b>Total for Key Staff</b>					<b>38,056,200</b>

## II. Remuneration for Support Staff

<b>Sub- Key Professional staff</b>					
9	Highway Design Engineer	Manoj Patro	118,300	3	354,900
10	Bridge Design Engineer	Lokesh Tyagi	127,400	3	382,200
11	Highway Engineer - 1	Binod Kumar Jha.	127,400	30	3,822,000
12	Highway Engineer - 2	Birendra Kumar Singh.	127,400	30	3,822,000
13	Highway Engineer - 3	Parveen Kumar.	127,400	24	3,057,600
14	Bridge Engineer - 1	K.Masud Vali.	136,500	30	4,095,000
15	Bridge Engineer - 2	Sunil Kumar Singh.	136,500	30	4,095,000
16	Bridge Engineer - 3	Ranga Raju.	136,500	24	3,276,000
17	Quantity Surveyor - 1	Kamala Kinker Jha.	127,400	42	5,350,800
18	Quantity Surveyor - 2	Bhupendra Mann.	127,400	42	5,350,800
19	Quantity Surveyor - 3	P.C.Subudhi.	127,400	36	4,586,400
20	Environmental Engineer - 1	Anil Kumar Panda.	127,400	30	3,822,000
21	Environmental Engineer - 2	Ashish Sinha.	127,400	30	3,822,000
22	Environmental Engineer - 3	Partho Neogi	127,400	24	3,057,600
23	Material Engineer - 1	Manoj Kumar Singh	127,400	30	3,822,000
24	Material Engineer - 2	Neelesh Pandey	127,400	30	3,822,000
25	Material Engineer - 3	Mohammad Asif	127,400	24	3,057,600
26	Sr. Surveyor - 1	Mehdi Hasan	118,300	31	3,667,300
27	Sr. Surveyor - 2	Nirmal Chandra Samal	118,300	32	3,785,600
28	Sr. Surveyor - 3	T. N. Singh	118,300	25	2,957,500
<b>Sub Total</b>					<b>70,006,300</b>



J. Prasad  
 World Bank Projects  
 O/o the E I C (Civil) Orissa.  
 Bhubaneswar



	<b>Junior Technical Support Staff</b>				
29	CADD Engineer(Pavement) - 3 Nos	TBN	30,000	84	2,520,000
30	CADD Engineer(Bridges) - 3 Nos	TBN	30,000	84	2,520,000
31	Asst. Highway Engineer - 5 Nos.	TBN	35,000	180	6,300,000
32	Asst. Bridge Engineer - 6 Nos.	TBN	35,000	164	5,740,000
33	Asst. Quantity Surveyor(Highways) - 4 Nos	TBN	35,000	114	3,990,000
34	Asst. Quantity Surveyor(Bridges) - 3 Nos	TBN	35,000	84	2,940,000
35	Asst. Material Engineer /Lab Technician- 4 Nos	TBN	35,000	114	3,990,000
36	Asst. Surveyor - 3 Nos.	TBN	30,000	84	2,520,000
	<b>Sub Total</b>				<b>30,520,000</b>
	<b>Administrative Support Staff</b>				
37	Office Manager/Secretary	TBN	26,000	44	1,144,000
38	Accountant	TBN	28,000	32	896,000
39	Computer Operator - 4 Nos.	TBN	12,000	152	1,824,000
40	Office Secretary - 3 Nos	TBN	15,000	84	1,260,000
41	Office Assistant - 4 Nos	TBN	6,500	164	1,066,000
42	Watchman - 4 Nos	TBN	6,500	116	754,000
	<b>Sub Total</b>				<b>6,944,000</b>
	<b>Total for Support Staff(Item II of FIN 2)</b>				<b>107,470,300</b>
	<b>G. Total ( Remuneration )</b>				<b>145,526,500</b>



James P. ...
   
 World Bank Projects
   
 Director E.T.C (Civil) Orissa
   
 Ph. Bahadur

**Reimbursable :****A. Payable to SMEC International Pty. Ltd.:**

<b>III. Transportation - (Rental only) - Fixed Rate</b>				
The vehicles include the cost for rental, drivers, operation, maintenance, repairs, insurance etc.				
S.No.	No. of Vehicles(Rentals)	Rate per month	Vehicle Months	Amount (Rs)
1(a)	Purchase of two vehicles for the project (SUV)	L.S.		1750000
1(b)	4 Wheelers(Rentals)	35,000	200	7,000,000
2	2 Wheelers(Rentals)	5,500	230	1,265,000
			<b>Total</b>	<b>10,015,000</b>
<b>IV. Duty Travel to Site - Fixed Rate</b>				
S.No.	Description	Rate per trip	Number of trips	Amount (Rs)
1	Domestic Air Flight (Del- BBr-Del)	15,000	15	225,000
2	Train fare (Del-BBr-Del)	4,000	40	160,000
			<b>Total</b>	<b>385,000</b>
<b>V. Office - (Rental Only) - Fixed Rate</b>				
The rent cost includes maintenance, cleaning, repairs etc.				
S.No.	Description	Months	Monthly Rent	Amount (Rs)
1(a)	Main Office at Bubhaneshwar	32	7,000	224,000
1(b)	Guest House, perdiem etc.	32	28,000	896,000
2	Site Office - Berhampur	24	18,000	432,000
3	Site Office - Bhawanipatna	30	12,000	360,000
4	Site Office - Bhadrak	30	12,000	360,000
5	During DLP - 4 offices	48	3,500	168,000
			<b>Total</b>	<b>2,440,000</b>
<b>VI. Office Supplies, Utilities and Communication - Fixed Rate</b>				
S.No.	Item	Months	Monthly Rate	Amount (Rs)
1	Office Supplies			
	<i>Office Supplies-Bhubneswar</i>	32	6,000	192,000
	<i>Office Supplies-Berhampur</i>	24	5,000	120,000
	<i>Office Supplies-Bhawanipatna</i>	30	5,000	150,000
	<i>Office Supplies-Bhadrak</i>	30	5,000	150,000
2	Printing & Stationary			
	<i>Bhubneswar Office</i>	32	8,000	256,000
	<i>Site Offices</i>	84	5,000	420,000
3	Drafting Supplies			
	<i>Bhubneswar Office</i>	32	4,000	128,000
	<i>Site Offices</i>	84	4,000	336,000
4	Computer Running Costs			
	<i>Bhubneswar Office</i>	32	8,000	256,000
	<i>Site Offices</i>	84	4,000	336,000
5	Domestic and International Communication			
	<i>Bhubneswar Office</i>	32	9,000	288,000
	<i>Site Offices</i>	84	6,000	504,000



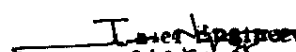
Chief Engineer
   
 World Bank Projects
   
 Of the E.I.C (Civil) Orissa.
   
 Bhubaneswar

6	Office Supplies, Printing & Stationary, Drafting Supplies, Computer Running Costs and Communication during DLP	48	3,000	144,000
			<b>Total</b>	<b>3,280,000</b>
<b>VII. Office Furniture and Equipment - (Rental) - Fixed Rate</b>				
<b>No.</b>	<b>Description</b>	<b>Months</b>	<b>Rental per month (Rs)</b>	<b>Amount (Rs)</b>
1	Office Furniture (Rentals)			
	Bhubneswar Office	44	5,000	220,000
	Site Offices	42	8,000	336,000
				<b>556,000</b>
2	Office Equipment (Rentals)			
	Bhubneswar Office	44	11,000	484,000
	Site Offices	42	14,000	588,000
				<b>1,072,000</b>
			<b>Total</b>	<b>1,628,000</b>

<b>VIII. Report &amp; Document Printing - Fixed Rate</b>					
<b>No.</b>	<b>Description</b>	<b>No. of Volumes</b>	<b>No. of Copies Per Volume</b>	<b>Rate per copy (Rs)</b>	<b>Amount (Rs)</b>
1	Inception Report	1	10	1,500	15,000
2	Monthly Progress Report	120	10	500	600,000
3	Quarterly Progress Report	40	10	700	280,000
4	Maintenance Manual for Defect Liability Period	1	30	1,500	45,000
5	Supervision Manual	1	30	1,500	45,000
6	Training Manual	1	30	2,000	60,000
7	Sectional/Substantial Completion Reports	4	30	800	96,000
8	Engineering Reports	20	10	1,000	200,000
9	Training Documentation	600	1	200	120,000
				<b>Total</b>	<b>1,461,000</b>

<b>IX. Survey Equipment - Rentals (Fixed Rate)</b>				
<b>No.</b>	<b>Description</b>	<b>Month</b>	<b>Rental Per Month</b>	<b>Amount (Rs)</b>
1	Survey Equipment	30	50000	<b>1,500,000</b>
<b>X. Training (A)</b>				
<b>No.</b>	<b>Description</b>	<b>No.</b>	<b>Cost Per Workshop(INR)</b>	<b>Amount (Rs)</b>
1(a)	Training Workshops	10	40000	<b>400,000</b>
1(b)	Exposure visits	2	80,000	<b>160,000</b>

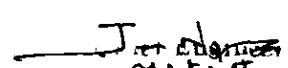


  
 World Bank Projects  
 Office of the E.C. (Civil) Orissa,  
 Bhubaneswar

**B. Payable to SMEC India Pvt. Ltd.:**

**NIL**

  
World Bank Projects  
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## APPENDIX F - DUTIES OF THE CLIENT

### DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE EMPLOYER

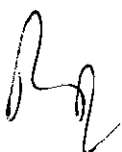
1. The following shall be provided by the Employer either directly or through the civil works Contract.
  - a. **Project Data/ Contract Documents:** The reports, base mapping, existing road inventory including data on pavement history, traffic statistics and forecasts and traffic count details on various project roads which are being prepared by DPR Consultant will be available for the use of the Construction Supervision Consultant. The civil works contract documents will be provided by the Employer.
  - b. **Site Laboratories:** The site laboratories (including furniture, equipment, running and maintenance) will be provided through the construction contract. The supervision consultant will perform the tests selectively and supervise all the tests done by the contractors.
  - c. In case of additional independent test, the Consultant shall conduct these tests in Quality Control Laboratories approved by the State Government or through State's Quality Control Laboratories on payment basis. Prior approval of the Employer for the tests and laboratory is necessary in these cases.
  - d. As it is difficult to assess the type and number of independent tests at present , the cost for all these items shall be reimbursed as per actual on submission of documentary evidence.
2. Attention is drawn to the following which are **not to be provided by the Employer** and are to be arranged by the Consultant at his own cost.
  - a. The OWD will provide only office space for the Team Leader's Office within its premises. However, the Consultant shall make his own arrangement for furniture, equipment, communication equipments like telephones, VHF, operation and maintenance etc. The Consultant shall make his own office accommodation arrangements for the offices for each of the field supervision teams including furniture, equipment, communication equipments like telephones, VHF, operation and maintenance etc. The Consultant shall hire/purchase furniture and equipment for the offices. Upon completion of the assignment the furniture and equipment so purchased for this contract shall become the property of the OWD and the same shall be handed over to the OWD. In case office space for the Team Leader in Bhubaneswar can not be provided at a later stage, the Consultant shall make his own arrangement for his office in Bhubaneswar for which monthly fixed rate as indicated in the Appendix - F shall be paid to the Consultant thereof.

Consultant




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

- b. The OWD will not provide project vehicles to the Consultant. The Consultant shall purchase/hire vehicles and make his own arrangements for registration, insurance, operation and maintenance. Upon completion of the assignment the vehicles purchased shall become the property of the OWD and the same shall be transferred to the OWD.
- c. The Consultant shall be responsible for making his own arrangements for survey equipments.



~~Chief Engineer~~  
World Bank Projects  
Oto the E I C (Civil) Orissa  
Prubaneswar

**APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE**

*Note: See Clause GC 6.4(a) and Clause SC 6.4(a).*

[To be stamped in accordance with Law if any, of the Country of issuing Bank]

**Bank Guarantee for Advance Payment**

\_\_\_\_\_ [Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Client]

**Date:** \_\_\_\_\_

**ADVANCE PAYMENT GUARANTEE No.:** \_\_\_\_\_

We have been informed that \_\_\_\_\_ [name of Consulting Firm] (hereinafter called "the Consultants") has entered into Contract No. \_\_\_\_\_ [reference number of the contract] dated \_\_\_\_\_ with you, for the provision of \_\_\_\_\_ [brief description of Services] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_ [amount in words]) is to be made against an advance payment guarantee.

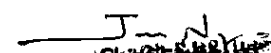
At the request of the Consultants, we \_\_\_\_\_ [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of \_\_\_\_\_ [amount in figures] (\_\_\_\_\_ [amount in words])<sup>1</sup> upon receipt by us of your first demand in writing accompanied by a written statement stating that the Consultants are in breach of their obligation under the Contract because the Consultants have used the advance payment for purposes other than toward providing the Services under the Contract.

It is a condition for any claim and payment under this guarantee to be made that the advance payment referred to above must have been received by the Consultants on their account number \_\_\_\_\_ at \_\_\_\_\_ [name and address of Bank].

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Consultants as indicated in copies of certified monthly statements which shall be presented to us. This guarantee shall expire, at the latest, upon our receipt of the monthly payment certificate indicating that the Consultants have made full repayment of the amount of the advance payment, or on the \_\_\_ day of \_\_\_\_\_,

<sup>1</sup> The Guarantor shall insert an amount representing the amount of the advance payment and denominated either in the currency(ies) of the advance payment as specified in the Contract, or in a freely convertible currency acceptable to the Client.

Consultant  

  
Chief Engineer  
World Bank Projects  
Director, ETC (Civil) Division  
P. N. B. S. W. A. R.

2\_\_\_\_, <sup>2</sup> whichever is earlier. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No. 458.

\_\_\_\_\_  
[signature(s)]

*Note: All italicized text is for indicative purposes only to assist in preparing this form and shall be deleted from the final product.*

*Note 1. The stamp papers of appropriate value as per applicable law shall be purchased in the name of bank who issues the "Bank guarantee".*

*Note 2: The bank guarantee shall be issued either by a Bank (Nationalized/Scheduled) located in India or a foreign bank through a correspondent bank (scheduled) located in India or directly by a foreign bank which has been determined in advance to be acceptable to the Client.*

NR/Is

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Tuesday, November 29, 2005

<sup>2</sup> Insert the expected expiration date. In the event of an extension of the time for completion of the Contract, the Client would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Client might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months][one year], in response to the Client's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."



*J. S. Engineer*  
World Bank Projects  
O/o the E.T.C (Civil) Orissa  
Phubaneswar

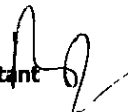


## APPENDIX H – ADDITIONAL SERVICES


Some additional services likely to be required for the project are described in clause 8.2 of Description of Services in this document.

Accordingly the Consultant has agreed to execute the following additional services at the rates for various activities detailed below :

- For feasibility study including social and environmental screening - Rs.40,000 per km.
- For feasibility study and preparation of Detailed Project Report. (In addition, the cost of geotechnical investigations required to be done for bridges will be undertaken as per actuals) - Rs. 110,000 per km.
- Detailed Design for Double Lane Bridge for more than 100 meters length – Rs. 7000 per RM.
- Detailed Design for Double Lane Bridge 50-100 meters length – Rs. 6500 per RM.
- Detailed Design for Double Lane Bridge 30-50 meters length – Rs. 6000 per RM. The above mentioned prices do not include the cost for the geotechnical/subsoil investigations for structures which will be paid as per actuals.
- Redesign of road work without undertaking any field survey/investigations for the same – Rs. 20,000 per km

Consultant 



  
 Chief Engineer  
 World Bank Project, Orissa  
 Director, E.T.C. (Civil) Orissa  
 Bhubaneswar



**SMEC INTERNATIONAL PTY LIMITED**  
ACN 065 440 619

## POWER OF ATTORNEY

**SMEC INTERNATIONAL PTY LIMITED**, a duly established company whose principal business address is 220-226 Sharp Street, Cooma, New South Wales, Australia, hereby authorises:


<b>Full Name:</b>	Ramesh Dhar
<b>Date of Birth:</b>	19 March 1957
<b>Nationality:</b>	Indian
<b>Occupation:</b>	Director Operations – H&T
<b>Passport No.:</b>	G0298851

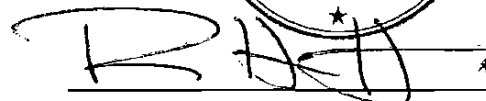
To negotiate and sign the contract "Consultancy Services for Construction Supervision of 1<sup>st</sup> Year Roads under Orissa State Road Project "on behalf of SMEC International Pty Limited.

Executed at Sydney, New South Wales this 28<sup>th</sup> day of November, 2007.

The **COMMON SEAL** of  
**SMEC INTERNATIONAL PTY LIMITED**  
was hereunto affixed in the presence of: )  
)  
)

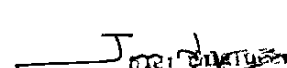


  
\_\_\_\_\_  
Philip Wilcox  
Company Secretary

  
\_\_\_\_\_  
Ross Hitt  
Director



SMEC HOLDINGS LIMITED ACN 067 274 094 BOWY MOUNTAINS ENGINEERING CORPORATION LIMITED ACN 008 654 224 SMEC AUSTRALIA PTY LIMITED ACN 065 476 149  
 SMEC INTERNATIONAL PTY LIMITED ACN 065 440 619 SMEC OPERATIONS PTY LIMITED ACN 065 474 428 SMEC SERVICES PTY LIMITED ACN 066 504 292  
 SMEC VICTORIA PTY LTD ACN 069 699 467 SMEC WEST PTY LTD ACN 070 269 260

  
World Bank Projects  
Orissa



• Transport Department-National Capital Territory Of Delhi

Licence to drive vehicles throughout India R



LICENCE NO. : P07042007403451  
NAME : RAMESH KR DHAR  
Son of : SH O N DHAR  
ADDRESS : C-44 ANAND VIHAR  
DELHI 110092  
DT. OF BIRTH : 19/03/1957  
VEHICLE CLASS : LMV(NT) 25/04/1996

*R Dhar*

DT. OF ISSUE : 07/04/2007  
VALIDITY : 06/04/2012  
INV CARR. NO : NA

*Mishra*  
Sig. Of Licencing Authority (EZ1)



*J. N. S.*  
Chief Engineer  
World Bank Projects  
O/o the E.I.C (Civil) Orissa  
Bhubaneswar

By E-MAIL

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

Letter No. PIU - WB - 52/2006/ 36790

Dt. 08.08.2008

From

**Er. Jayamangal Nayak**  
Chief Engineer, World Bank Projects, Orissa  
Tel: +91 - 674 - 239 6783 Fax: +91- 674- 239 1476  
Email: [piuosrp@gmail.com](mailto:piuosrp@gmail.com) ; [osrp@sify.com](mailto:osrp@sify.com)

To

**SMEC International Pty. Ltd. Australia**  
**with Sub-Consultants SMEC India Pvt. Ltd and CMEC Consulting Engineers.**  
[ India Regional Office]  
5th Floor, DLF Building No. 8, Tower C,  
DLF Cyber City, Phase - II,  
GURGAON - 122 002 (Haryana)

Fax: 0124 - 4380043  
Email: [smec@vsnl.com](mailto:smec@vsnl.com); [orissa@smecindia.com](mailto:orissa@smecindia.com)

Sub: Consulting Services for Construction Supervision of 1<sup>st</sup> Year Roads of Orissa State Roads Project  
- **Award of Contract thereof**

Ref: Your Technical Proposal opened on 18<sup>th</sup> August, 2007 and Financial Proposal opened on 5<sup>th</sup> November, 2007

Sir,

In inviting a reference to your aforesaid offer and the approval of the Government of Orissa in Works Department, this is to intimate that the Contract for the aforesaid consultancy services is hereby awarded to you for an amount of **Rs. 16,67,95,500 and AUD 59,320** without taxes and the Gross Total amounts to **Rs. 18,97,23,285 and AUD 73,654** approximately **Rs. 19,22,84,235** {1AU\$ = Rs.34.77} with **12.36% Service tax** and **10.5575% Withholding Tax** with the following conditions.

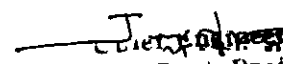
1. The Consultancy service shall strictly be limited to the agreed period.
2. Additional liability shall not be created in respect of the Consultancy services.
3. The Engineers of the Works Department shall work in tandem with the Consultant to acquire higher level of technical skill.
4. The Consultant will not be associated with DPR preparation and physical execution of the work in any manner to avoid any Conflict of Interest with the State Government.
5. The Supervision Consultant shall propose the deployment of man-power in tandem with the progress of work in consultation with the Chief Engineer, World Bank Projects, Orissa during implementation. To ensure this, the Supervision Consultant shall submit the man-power schedule for each month in advance with adequate justification and get it approved from the Chief Engineer, World Bank Projects, Orissa prior to mobilization of personnel which is required for ensuring that there is no excess deployment of man-power than the actual requirement basing on the progress of work in the field.

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

Yours faithfully,

  
Chief Engineer  
World Bank Projects, Orissa



  
World Bank Projects  
Of the E I C (Civil) Orissa,  
Bhubaneswar

GOVERNMENT OF ORISSA  
WORKS DEPARTMENT

\*\*\*\*\*

No. 13992 /W., Dated, Bhubaneswar the 8th August, 2008.  
EAP(Cell) -2/07

From

Sri S.N. Dey,  
Additional Secretary to Government.

To

The Chief Engineer, World Bank Projects, Orissa.  
Nirman Soudha, Bhubaneswar.

Sub:-Consultancy Services for Construction Supervision of 1<sup>st</sup> year Roads of Orissa State Roads Project.

Sir,

In continuation of this Department Letter No.9591/W dated.20.05.08 along with invite a reference to this Department Letter No.13145 dated.23.07.08 and your Letter No.23975 dated.27.05.2008 along with Letter No.34816 dated.29.07.08 on the above subject and to say that Government have been pleased to approve the proposal in principle for engagement of Consultants for Construction of Supervision of 1<sup>st</sup> year roads of Orissa State Roads Project by waiving out the conditions at Sl No.2,4 and 9 of the stipulations as mentioned in the aforesaid Letter No.9591/W dated.20.05.2008.

*IV, P20  
up letter of  
sent to day  
J.S.V.*

You are therefore, requested to take necessary follow up action in the matter under intimation to this Department.

Yours faithfully,

*[Signature]*  
Additional Secretary to Government.

Memo No...../W., Dated.....

Copy forwarded to Finance Department for information and necessary action.

Additional Secretary to Government.

Memo No...../W., Dated.....

Copy forwarded to FA Section/Plan Section/Accounts-I Section/Budget Section/EAP (Cell) Guard File (two copies) for information.

Additional Secretary to Government.



*[Signature]*  
World Bank Projects  
Director E. C. (Civil) Orissa  
Bhubaneswar

June 16, 2008

Mr. J. M. Nayak  
Chief Engineer (WB Projects)  
Government of Orissa  
Orissa Nirman Soudha  
Keshari Nagar, Unit - V  
Bhubaneswar – 751 001  
India

Dear Mr. Nayak:

***INDIA: Proposed Orissa State Roads Project (P096023)***  
***Hiring of Consultancy Services – Consulting Services for Construction Supervision of***  
***1st Year Roads of Orissa State Roads Project***

Thank you for your letter of June 6, 2008. We have reviewed the draft contract and based on the information provided and circumstances explained, we have no objection to your proposal to award the contract to M/s. SMEC International Pty. Ltd, Australia with SMEC India and CMEC Consulting Engrs., India as sub-consultants for an amount of Australian Dollar 59,320 and INR 166,795,500 subject to incorporation of the following comment:

- ❖ Please delete the note in italics under SCC Clause 6.4 (a) *“Note: The advance payment could be in either the foreign currency, or the local currency, or both; select the correct wording in the Clause here below”*.

The above No Objection is without any commitment and subject to the agreement between Government of India and the Bank to finance the above project.

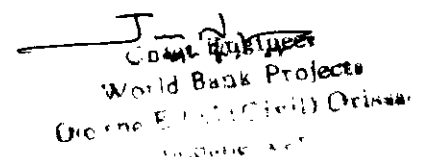
We look forward to receiving for our review a copy of the signed contract along with the pre-award review checklist duly completed.

Sincerely,



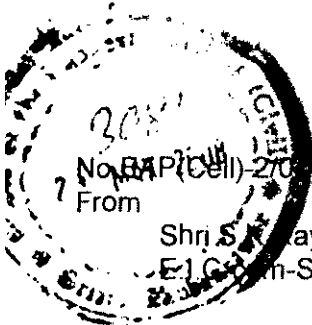
Binyam Reja  
Sr. Transport Economist  
Task Team Leader, OSRP  
Sustainable Development Department  
South Asia Region

RCA 248423. WUI 64145 FAX (202) 477-6391



**IMMEDIATE**

GOVERNMENT OF ORISSA  
WORKS DEPARTMENT



9591 W.,

Bhubaneswar, Dated: 20.5.08

From

Shri S. Nayak,  
Joint Secretary to Govt.

To

The Chief Engineer,  
World Bank Projects, Orissa, Bhubaneswar.

**Sub:- Consulting services for construction supervision of 1<sup>st</sup> year  
Roads of Orissa State Roads Project.**

Sir,

I am directed to say that after careful consideration, Government have been pleased to approve the proposal for engagement M/s SMEC International Pvt. Ltd., Australia with Sub-Consultants SMC India Pvt. Ltd and CMEC Consulting Engineers as consultant for construction of supervision of 1<sup>st</sup> year roads of Orissa State Roads Project subject to the following stipulations:

1. The Consultancy service should strictly be limited to the agreed period.
2. Commitment of the World Bank should be obtained to fund the project and now for year-I.
3. Additional liability should not be created for the State Government in respect of the consultancy services.
4. Construction Supervision Consultant of year-I roads of Orissa State Road Project should be engaged after the agreement is signed with the World Bank for financing the project and tenders are finalized for execution of physical work.
5. The bid validity of the proposed consultant as 31.3.2008 which is to be extended for the period of service.
6. Since the consultant is being engaged for supervision of the work, the Engineers of the Department will have to work in tenders with the consultant to acquire higher level of technical skill being utilized by them.
7. The payment to the supervision consultant should be limited to the allocation made for the purpose by the funding agency.
8. The Supervision Consultant should not be associated with D.P.R. preparation and physical execution of the work in any manner so as to avoid any conflict of interest with the State Government.
9. The Chief Engineer, World Bank Projects, Orissa will ensure that the Supervision Consultant shall not engage any person, who has been associated with the DPR Consultant i.e. M/s Consulting Engineering Group Ltd., Jaipur.

Contd. P/-2

*Handwritten signature*



*Handwritten signature*  
World Bank Projects  
Orissa

10. The Supervision Consultant shall propose the deployment of man-power in tenders with the progress of work in consultation with the Chief Engineer, World Bank Projects, Orissa during implementation. To ensure this, the contract Agreement shall have the provision that, the Supervision Consultant should submit the man-power schedule for each month in advance with adequate justification and get it approved from the Chief Engineer, World Bank Projects, Orissa prior to mobilizing their personnel which is required for ensuring that there is no excess deployment of man-power than the actual requirement basing on the progress of work in the field.

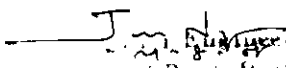
This has been concurred in by Finance Department in their UOR No.3-EAP dt.25.3.2008.

Yours faithfully,

  
28/3/08  
E.I.C-cum-Secretary to Government.





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