



**GOVERNMENT OF ORISSA
WORKS DEPARTMENT**

CONTRACT For

**ON-SITE MAINTENANCE AND MANAGEMENT OF RTI-CENTRIC WEB-SITE
OF ORISSA STATE ROADS PROJECT**

between

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

and

M/s Luminous Infoways Pvt. Ltd.

CSP to STATE and NATIONAL PORTAL
SADHANA, N – 6 / 373, IRC Village,
Nayapalli, Jayadev Vihar,
BHUBANESWAR – 751 015

Project Management Unit, Orissa State Roads Project
Office of the Engineer-in-Chief (Civil), Orissa,
Nirman Soudha, Keshari Nagar, Unit – V, Bhubaneswar – 751 001
Dated: 4th January, 2010

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उड़ीसा ORISSA

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CONTRACT FOR

ON-SITE MAINTENANCE AND MANAGEMENT OF RTI-CENTRIC WEB-SITE
OF ORISSA STATE ROADS PROJECT

To

M/s Luminous Infoways Pvt. Ltd.
CSP to STATE and NATIONAL PORTAL
SADHANA, N - 6 / 373, IRC Village,
Nayapalli, Jayadev Vihar,
BHUBANESWAR - 751 015
Fax: 0674 2360724
Email: info@lipl.in ; sp.behera@lipl.in

1. Set out below are the terms and conditions under which **M/s Luminous Infoways Pvt. Ltd.** has agreed to carry out the above-mentioned assignment specified in the attached Terms of Reference.
2. For administrative purposes **Er. Bijoy Chandra Tripathy**, Executive Engineer, PMU, OSRP, has been assigned to administer the assignment and to provide the **M/s Luminous Infoways Pvt. Ltd.** with all relevant information needed to carry out the assignment. The services will be required in the Project Management Unit of Orissa State Roads Project for about twelve months, during the period from **5th January, 2010** to **4th January, 2011**.

M/s Luminous Infoways Pvt. Ltd



1


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

3. The **Chief Engineer, World Bank Projects, Orissa** may find it necessary to postpone or cancel the assignment and/or shorten or extend its duration. However, every effort will be made to give you, as early as possible, notice of any changes. In the event of termination, **M/s Luminous Infoways Pvt. Ltd.** shall be paid for the services satisfactorily rendered for carrying out the assignment to the date of termination, and the **M/s Luminous Infoways Pvt. Ltd.** will provide the **Chief Engineer, World Bank Projects, Orissa** with any reports or parts thereof, or any other information and documentation gathered under this Contract prior to the date of termination.
4. The services to be performed, the estimated time to be spent, and the reports to be submitted will be in accordance with the attached Terms of Reference.
5. This Contract, its meaning and interpretation and the relations between the parties shall be governed by the Laws of Union of India.
6. This Contract will become effective upon confirmation of this letter on behalf of **M/s Luminous Infoways Pvt. Ltd.** and will terminate on **4th January, 2011**, or such other date as mutually agreed between the **Chief Engineer, World Bank Projects, Orissa** and **M/s Luminous Infoways Pvt. Ltd.**
7. Payments for the services will not exceed a total amount of **Rs. 3,30,000/-** excluding service taxes. The service taxes shall be paid extra as applicable. Details of payable under the service is mentioned below.

Sl.	Description of Item	Unit	Rate	Requirements	Amount
1	On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project	1 Man-day for development work	Rs. 1,100/-	300 Man-days [12 x 25 = 300 Assuming 25 working days in a month]	Rs.3,30,000
				Service Tax Extra:	As applicable

The **Chief Engineer, World Bank Projects, Orissa** will pay **M/s Luminous Infoways Pvt. Ltd.**, within 30 days of receipt of the **monthly invoice** to be raised on end of each month to be certified as satisfactory by the administering officer of this contract based on actual service performed and technical vetting by the Technical Director, NIC, Govt. of India, Bhubaneswar as per the conditions stipulated in the I. & P.R. Department No. RTI – 116/2008 – 13527 Dt.23.05.2009.

The above rate of payment includes all the costs related to carrying out the services along with providing an interfacing technical personnel and all overhead of the Agency.

M/s Luminous Infoways Pvt. Ltd



Chief Engineer
World Bank Projects, Orissa

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

Performance Security

The Agency has provided the Client with a performance security (the "Performance Security"), amounting not less than 5% (five percent) of the Contract amount, to be appropriated by the Client against breach of this Agreement. The balance remaining out of the Performance Security shall be returned to the Agency at the end of three months after expiration of this Agreement.

8. **M/s Luminous Infoways Pvt. Ltd.** will be responsible for appropriate insurance coverage. In this regard, **M/s Luminous Infoways Pvt. Ltd.** shall maintain workers compensation, employment liability insurance for their staff on the assignment. **M/s Luminous Infoways Pvt. Ltd.** shall also maintain comprehensive general liability insurance, including contractual liability coverage adequate to cover the indemnity of obligation against all damages, costs, and charges and expenses for injury to any person or damage to any property arising out of, or in connection with, the services which result from the fault of **M/s Luminous Infoways Pvt. Ltd.** or its staff. **M/s Luminous Infoways Pvt. Ltd.** shall provide the **Chief Engineer, World Bank Projects, Orissa** with certification thereof upon request.
9. **M/s Luminous Infoways Pvt. Ltd.** shall indemnify and hold harmless the **Chief Engineer, World Bank Projects, Orissa** against any and all claims, demands, and/or judgements of any nature brought against the **Chief Engineer, World Bank Projects, Orissa** arising out of the services by the Agency and it's staff under this Contract. The obligation under this paragraph shall survive the termination of this Contract.
10. The Agency agrees that, during the term of this Contract and after its termination, the Agency and any entity affiliated with the Agency, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.
11. All final plans, drawings, specifications, designs, reports and other documents or software submitted by **M/s Luminous Infoways Pvt. Ltd.** in the performance of the Services shall become and remain the property of the Client. The Agency may retain a copy of such documents but shall not use them for purposes unrelated to this Contract without the prior written approval of the Client.
12. The Agency undertakes to carry out the assignment in accordance with the highest standard of professional and ethical competence and integrity, having due regard to the nature and purpose of the assignment, and to ensure that the staff assigned to perform the services under this Contract, will conduct themselves in a manner consistent herewith.
13. The Agency will not assign this Contract or sub-contract or any portion of it without the Client's prior written consent.
14. The Agency shall pay the taxes, duties fee, levies and other impositions levied under the Applicable law and the Client shall perform such duties, in regard to the deduction of such tax, as may be lawfully imposed.

M/s Luminous Infoways Pvt. Ltd



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

[Handwritten Signature]

15. The Agency also agree that all knowledge and information not within the public domain which may be acquired during the carrying out of this Contract, shall be, for all time and for all purpose, regarded as strictly confidential and held in confidence, and shall not be directly or indirectly disclosed to any person whatsoever, except with the Client's written permission.
16. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with Arbitration & Conciliation Act 1996.

Read and Agreed.

Place: **BHUBANESWAR**
Date: 4th January, 2010

Luminous Infoways Pvt. Ltd.
Jayashree Mohanty
Director 4/01/2010
(Ms. Jayashree Mohanty, Director)
For LUMINOUS INFOWAYS Pvt. Ltd

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

Witness :

1. Mr. Bijoy Chandra Tripathy, Executive Engineer, PMU, OSRP

[Signature]
4/01/2010

2. Mr. Jayadev Mishra, Sr. DAO, PMU, OSRP

[Signature]
4/01/2010

LIST OF ANNEXES WHICH CONSTITUTE PART OF THIS AGREEMENT

- | | |
|----------|------------------------------|
| Annex A: | Terms of Reference |
| Annex B: | Cost Estimate of Services |
| Annex C: | Notification of Award |
| Annex D: | Copy of Performance Security |

M/s Luminous Infoways Pvt. Ltd



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

**TERMS OF REFERENCE
FOR
ON-SITE MAINTENANCE AND MANAGEMENT OF RTI-CENTRIC WEB-SITE
OF ORISSA STATE ROADS PROJECT**

The State Government of Orissa (GOO) has, with the financial assistance of the International Bank for Reconstruction and Development (aka the World Bank), initiated the Orissa State Roads Project (OSRP). The Orissa Works Department (OWD) is the executing agency for the OSRP and the OWD has established a Project Management Unit (PMU) to 'drive' the implementation of the Project. The OSRP funding provides inter alia for engagement of consultancy services and technical assistance as required for achievement of comprehensive OWD-centered initiatives on roads sector Institutional Strengthening (IS) and Governance & Accountability (G&A).

The PMU is playing an important upfront role in the overall IS and G&A strategies as well as its responsibilities for overall OSRP implementation. Action is being taken to continue to strengthen the capacity of the PMU, both to meet the complex challenges of the OSRP implementation and to enable the PMU to take the lead within OWD in embracing the GOO policies on **e-governance** and the **Right To Information** (RTI) legislation. In those fields, the PMU needs to have modern IT-based systems and processes for (e.g.) efficient records management and effective web-enabled public information / communication facilities, which will also demonstrate the transparency, accessibility and accountability aims of the Project and of the OWD.

This shall involve full-time on-site assistance of a *suitable interfacing technical person* in the fields of ICT-MIS tools and their application, web-based 'information services' systems development and operation, and IT-user training. It has been decided that such assignment alongwith an interfacing expertise shall be secured from **M/s Luminous Infoways Pvt Ltd.**, who are the CSP to the STATE and National PORTAL and has been assigned to maintain the Central Monitoring Mechanism for RTI by the I. & P.R. Department, Government of Orissa, on the basis of fixed-term of approximately 12 months' (i.e. approximately 300 man-days) duration.

In carrying out the assignment of updating the Central Monitoring Mechanism for OSRP by the Agency, the Scope of Services of the interfacing technical person will be focused for On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project on the following terms:

M/s Luminous Infoways Pvt. Ltd.




Chief Engineer
World Bank Projects, Orissa




- A. Perform the role of Manager, IT Support Services for the PMU of the OWD, having responsibility for comprehensive technical support for the operation and development of the IT assets and computerized operations of the PMU, under the overall direction of the Chief Engineer - World Bank Project and reporting 'in-line' to a designated Executive Engineer in the PMU.
- B. Assess the design and operations of the OSRP website in relation to its planned features and capabilities (including via its intended interactions with other GOO and OWD websites and/or systems), and assist the PMU to develop the OSRP website further as required to achieve efficient, reliable and publicly accessible website capabilities and capacity for OSRP communications, RTI-related public information access, communication of the OWD 'vigilance' framework and easily-accessed 'gateways' for the complaints-handling process in the OWD.
- C. Advise the PMU in the implementation and/or ongoing enhancement of OSRP-centered project management tools and Unit-level management information systems (MIS), to enhance the monitoring and management of Project activities within plans, performance targets and/or budget milestones.
- D. Facilitate and/or directly provide a range of 'IT user training' and 'IT skills improvement' services to PMU staff, to strengthen Unit skills and knowledge in IT / ICT systems usage, in the application of MIS tools and outputs, and in the management and ongoing development of the OSRP website.
- E. Help the PMU to resolve any compatibility and interaction issues between Unit systems / tools and other systems in the wider GOO / OWD environment.
- F. Provide advice (where requested) to PMU management and (if appropriate) to the OWD on PMU-related aspects of any OWD-wide systems development and implementation actions.

Reporting

The Agency will prepare monthly report in every month focusing on the scope and outcome from the assignments in the month. The report should cover the plan, target and achievement under this assignment.



Inputs to be provided by Client:

1. The client will provide all necessary and reasonable support to the Agency to collect data and information to complete this assignment
2. It is expected that the Client and the field offices will provide all ready and available information as requested by the Agency.
3. The client will ensure the timely flow of information and documents.
4. The client will also help in organizing the meetings if necessary.
5. The client will facilitate all reasonable resource for the assignment available with the Client.

Expected Expertise & Qualifications of the technical person

1. **Expertise.** At least 3 years' experience in the development and implementation of IT-based business applications, MIS tools, specific-purpose databases, records management systems, IT-based applications networking in LAN / WAN contexts and in web-based public-information-access, registration and response processes and facilities. Particular experience and skills in website development and records access / retrieval processes linked to website operations. Sound experience in and knowledge of the analysis of user-requirements, and in the planning and delivery of 'IT-user-skills' training courses and 'on-the-job' training-cum-support for client staff.
2. **Qualifications.** Graduate-level technical qualifications from a reputed Indian tertiary body (-ies) with a major(s) in Information Science, Information Management, Information Technology or equivalent. Specialization in design and development, particularly for web-based operations, is highly desirable.



ANNEX - B

**COST ESTIMATE OF SERVICES
FOR
ON-SITE MAINTENANCE AND MANAGEMENT OF RTI-CENTRIC WEB-SITE
OF ORISSA STATE ROADS PROJECT**

<i>Sl.</i>	<i>Description of Item</i>	<i>Unit</i>	<i>Rate</i>	<i>Requirements</i>	<i>Amount</i>
1	On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project	1 Man-day for development work	Rs. 1,100/-	300 Man-days [12 x 25 = 300 Assuming 25 working days in a month]	Rs. 3,30,000

Service Tax @10.3%:

Rs. 33,990

G. Total:**Rs. 3,63,990**

M/s Luminous Infraways Pvt. Ltd




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

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

Letter No. PIU – WB - 99/06 - 56345 Dt. 28.12.09

From

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

To

M/s Luminous Infoways Pvt. Ltd.
CSP to STATE and NATIONAL PORTAL
SADHANA, N – 6 / 373, IRC Village,
Nayapalli, Jayadev Vihar,
BHUBANESWAR – 751 015
Fax: 0674 2360724
Email: info@lipl.in ; sp.behera@lipl.in

Sub: Central Monitoring Mechanism containing RTI Portal

- Notification of Award for On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project.

- Ref: i.) Proposal of this office No. 54567 Dt. 17.12.2009
ii.) Your consent vide No. LUM/D/OSRP/7710/12/09 Dt. 21.12.2009

Sir,

This is to notify you that, based on your consent to the proposal of this office on the above mentioned assignment, the award of assignment to you for carrying out "On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project" with the following quantum technical resources at the agreed rates in the MOU with I.&P.R. Department for a period of one year, amounting to **Rs. 3,30,000/-** (Rupees Three lakh thirty thousand) only excluding service taxes, has been accepted by the competent authority.

Sl.	Description of Item	Unit	Rate	Requirements	Amount
1	On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project	1 Man-day for development work	Rs. 1,100/-	300 Man-days [12 x 25 = 300 Assuming 25 working days in a month]	Rs.3,30,000
				Service Tax Extra:	As applicable

You are requested to furnish a Performance Security in shape of a Bank Guarantee in the enclosed format / N.S.C / P.O.T.D. / P.O.S.B. pledged in favour of the Executive Engineer, Project Management Unit, Orissa State Roads Project, Bhubaneswar, valid till 28th February, 2011, amounting not less than Rs.16,500/- (Rupees Sixteen thousand five hundred) only within 28 days of issuance of this letter.

Please Turn Over...

Upon submission of a satisfactory Performance Security as stated above, the formal Contract agreement shall be signed.

Encl. Draft Format of Performance Security

Yours sincerely


Chief Engineer

World Bank Projects, Orissa

Memo No.

56346

Dt.

28.12.09

Copy forwarded to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Orissa for favour of information with reference to Government letter No. EAP (Cell) – 35/09 (Pt. II) 16859/w Dt. 18.12.2009 and this office letter No. 54568 Dt. 17.12.2009.


Chief Engineer

World Bank Projects, Orissa

Memo No.

56347

(2)

Dt.

28.12.09

Copy forwarded to the **Commissioner-cum-Secretary** and Nodal Officer RTI, Orissa, Information & Public Relation Department, Government of Orissa / **Dr. R. N. Behera**, Technical Director, National Informatics Centre, Sachivalaya Marg, Bhubaneswar for favour of information.

This is with reference I. & P.R. Department No. RTI – 116/2008 – 13527 Dt 23.05.2009 and special reference to para 8 of the terms and conditions contained in the aforesaid letter.


Chief Engineer

World Bank Projects, Orissa



Ref: LUM/D/OSRP/7721/12/09

Date: 31/12/2009

To,

The Executive Engineer,
Project Management Unit,
Orissa State Roads Project,
O/o Engineer-in-Chief (Civil),
Nirman Soudha, Keshari Nagar,
Unit-V, Bhubaneswar-751001

Sub: Pledging of 6-YEAR NATIONAL SAVINGS CERTIFICATE

Ref: Letter No. PIU-WB-99/06-56345 Dt.28/12/2009

Sir,

With reference to the subject cited above I am directed to say that I pledge my **6-YEAR NATIONAL SAVINGS CERTIFICATES** to you in my capacity as the Director of Luminous Infoways Pvt. Ltd., Bhubaneswar, towards Performance Security for "On-site Maintenance and Management of RTI-centric web-site for Orissa State Roads Project".

Details of 6-YEAR NATIONAL SAVINGS CERTIFICATE as follows:

1. No. 94EE 393549
Post Office of Issue: BBSR GPO
Date of Issue: 02/04/2009
2. No. 94EE 393550
Post Office of Issue: BBSR GPO
Date of Issue: 02/04/2009

Yours faithfully,
Luminous Infoways Pvt. Ltd.

Jayashree Mohanty,
Director.


Director

10000

दस हजार रुपये

आठवां निर्गम

TRANSFERRED AS SECURITY

TO: E.P.M. UNIT
O.S.R.P. of E.I.C. of H.P. of S.S. of J.K. of M.P. of U.P. of W.B. of A.S. of Jharkhand

भारत सरकार GOVERNMENT OF INDIA

6-वर्षीय राष्ट्रीय बचत पत्र

6-YEAR NATIONAL SAVINGS CERTIFICATE

10000

RUPEES
TEN THOUSAND

VIII ISSUE

6 एन एस / 94EE 393549
6 NS / 94EE 393549

एकल धारक संयुक्त 'क' संयुक्त 'ख'
Single Holder Joint 'A' Joint 'B'

Chief Engineer-cum Executive Director (HRD)
Programs Management Unit, S.N.S.I. Dugsi
Ranchi, Jharkhand

The Government of India promises to pay to

Jayashree Mohan

APM (NSC)

दिनांक को या उसके बाद 16910.00 रुपये (सोलह हजार दस रुपये) से अनधिक राशि अदा करने का वचन देती है। यह पत्र भारत सरकार, वित्त मंत्रालय की अधिसूचना संख्या सा. का. नि. 496 (अ), दिनांक 1 मई 1989 के अनुसार जारी किया गया है तथा समय समय पर संशोधन किया गया है।

(Name and address of holder / holders)
a sum not exceeding Rs.16010.00 (RUPEES SIXTEEN THOUSAND AND TEN) only on or after the 2/4/2009
This certificate is issued pursuant to Government of India, Ministry of Finance, Notification No. G. S. R.496 (E) dated the 1st May 1989 and amended from time to time.

निर्गम डाकघर
POST OFFICE OF ISSUE
निर्गम की तारीख
DATE OF ISSUE
पंजीकरण संख्या
REGISTRATION NO.
नामांकन पंजीकृत
NOMINATION REGISTERED
संख्या
NO.

2/4/2009
63686
56373 2/4



डाकपाल के हस्ताक्षर / SIGNATURE OF POSTMASTER
Bhubaneswar P.O.
Pin - 751001

10000

10000

पृष्ठपट्टी देखिये SEE REVERSE
INDIA SECURITY PRESS KANBURI ROAD

10000

दस हजार रुपये

आठवां निर्गम

TRANSFERRED AS SECURITY

TO: E.P.M. UNIT O.S.R.P. of E.I.C. of H.P. of S.S. of J.K. of M.P. of U.P. of W.B. of A.S. of Jharkhand

भारत सरकार GOVERNMENT OF INDIA

6-वर्षीय राष्ट्रीय बचत पत्र

6-YEAR NATIONAL SAVINGS CERTIFICATE

10000

RUPEES
TEN THOUSAND

VIII ISSUE

6 एन एस / 94EE 393550
6 NS / 94EE 393550

एकल धारक संयुक्त 'क' संयुक्त 'ख'
Single Holder Joint 'A' Joint 'B'

Chief Engineer-cum Executive Director (HRD)
Programs Management Unit, S.N.S.I. Dugsi
Ranchi, Jharkhand

The Government of India promises to pay to

Jayashree Mohan

APM (NSC)

दिनांक को या उसके बाद 16910.00 रुपये (सोलह हजार दस रुपये) से अनधिक राशि अदा करने का वचन देती है। यह पत्र भारत सरकार, वित्त मंत्रालय की अधिसूचना संख्या सा. का. नि. 496 (अ), दिनांक 1 मई 1989 के अनुसार जारी किया गया है तथा समय समय पर संशोधन किया गया है।

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निर्गम डाकघर
POST OFFICE OF ISSUE
निर्गम की तारीख
DATE OF ISSUE
पंजीकरण संख्या
REGISTRATION NO.
नामांकन पंजीकृत
NOMINATION REGISTERED
संख्या
NO.

2/4/2009
63686
56373 2/4



डाकपाल के हस्ताक्षर / SIGNATURE OF POSTMASTER
Bhubaneswar P.O.
Pin - 751001

10000

10000

पृष्ठपट्टी देखिये SEE REVERSE
INDIA SECURITY PRESS KANBURI ROAD