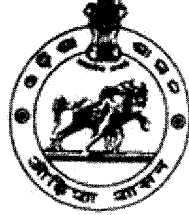


AGREEMENT No 3 of 2011 - 12

**GOVERNMENT OF ORISSA
WORKS DEPARTMENT**



INDIA
ORISSA STATE ROADS PROJECT
Loan # 7577 - IN

CONTRACT FOR CONSULTANTS' SERVICES
"PROJECT MANAGEMENT" CONSULTANCY SERVICES
FOR
STRATEGY FORMULATION AND IMPLEMENTATION OF
IT- ICT-MIS ARCHITECTURE, FACILITIES & CAPACITY
FOR
ORISSA WORKS DEPARTMENT [OWD]

Between

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

and

Cybertech Software & Multimedia Pvt . Ltd

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: 02 MARCH, 2012

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I. Form of Contract

Contract for Consultants' Services

*“Project Management” Consultancy Services
for
Strategy Formulation and Implementation of IT- ICT-MIS
Architecture, Facilities & Capacity for
Orissa Works Department [OWD]*

This CONTRACT (hereinafter called the “Contract”) is made the 2nd day of the month of **March, 2012**, between, on the one hand, *Chief Engineer, World Bank Projects, Orissa on behalf of the Works Department, Government of Orissa* (hereinafter called the “Client”) and, on the other hand, *Cybertech Software & Multimedia Pvt . Ltd , #3, CSM Complex, STPI, 2nd Floor, PD Market, CRPF Square, Bhubaneswar -751012, Orissa* (hereinafter called the “Consultant”).



21/3/12
Chief Engineer,
World Bank Projects, Odisha

WHEREAS

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

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: Key Personnel and Sub-Consultants
 - Appendix D: Breakdown of Contract Price in Foreign Currency __ Not used
 - Appendix E: Breakdown of Contract Price in Local Currency
 - Appendix F: Services and Facilities Provided by the Client
 - Appendix G: Form of Advance Payment Guarantee _____ Not used




Chief Engineer,
World Bank Projects, Odisha

2. The mutual rights and obligations of the Client and the Consultant shall be as set forth in the Contract, in particular:
- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of [name of Client]

For and on behalf of the Client, i.e. **Government of Orissa**

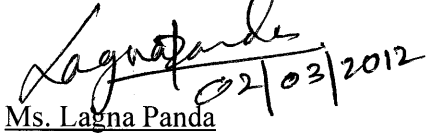


Er. Nailini Kanta Pradhan

Chief Engineer, World Bank Projects, Orissa

For and on behalf of the Consultant

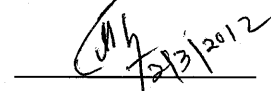
Cybertech Software & Multimedia Pvt. Ltd


02/03/2012

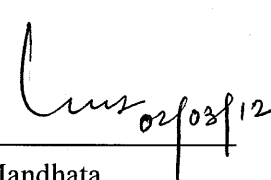
Ms. Lagna Panda

Chief Resource Manager

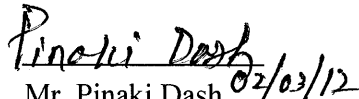
Witness:


02/03/2012
Sri Mana Bhanjan Acharya,
Financial Advisor, PMU, OSRP,

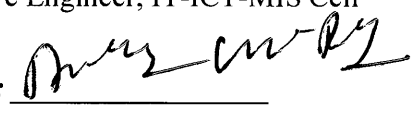
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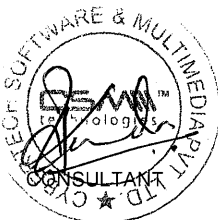

02/03/12
Er. C. R. Mandhata
Executive Engineer, IT-ICT-MIS Cell


Witness:


02/03/12
Mr. Pinaki Dash
Consultant, Presales
CSM (P) Ltd.

Witness:


Mr. Amulya Pati
Manager, Presales
CSM (P) Ltd.




Chief Engineer,
World Bank Projects, Odisha

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) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
- (g) "Foreign Currency" means any currency other than the currency of the Client's country.
- (h) "GC" means these General Conditions of Contract.
- (i) "Government" means the Government of the Client's country.
- (j) "Local Currency" means the currency of the Client's country.
- (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.
- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.




Chief Engineer,
World Bank Projects, Odisha

- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

1.2 Law Governing Contract

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

1.3 Language

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

1.4 Notices

1.4.1

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

1.4.2

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

1.5 Location

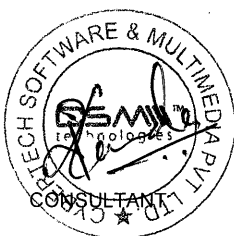
The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

1.6 Authority of Member Charge

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

1.7 Authorized Representatives

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




Chief Engineer,
World Bank Projects, Odisha

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

1.9 Fraud and Corruption If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).

Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.

1.9.1 Definitions For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:

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

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

² A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

³ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non competitive levels.

⁴ A "party" refers to a participant in the selection process or contract execution.




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World Bank Projects, Odisha

- (v) “obstructive practice” is
- (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank’s inspection and audit rights provided for under Clause 3.8.

1.9.2 Measures to be Taken

- (vi) 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;
- (vii) 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;

1.9.3 Commissions and Fees

The Client 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 effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.




Chief Engineer,
World Bank Projects, Odisha

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




Chief Engineer,
World Bank Projects, Odisha

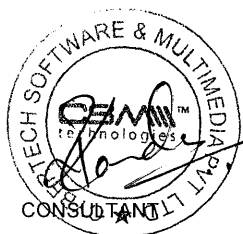
2.6 Termination

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

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

2.6.2 By the Consultant The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a result of arbitration pursuant to Clause GC 8 hereof.




Chief Engineer,
World Bank Projects, Odisha


- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3. OBLIGATIONS OF THE CONSULTANT

3.1 General

- 3.1.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 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 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not receive any such additional payment.
- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.




Chief Engineer,
World Bank Projects, Odisha

- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name in Appendix C, and
 - (c) any other action that may be specified in the SC.
- 3.6 Reporting Obligations**
- (a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.
 - (b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.
- 3.7 Documents Prepared by the Consultant to be the Property of the Client**
- (a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.
 - (b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.




 Chief Engineer,
 World Bank Projects, Odisha

3.8 Accounting, Inspection and Auditing

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.).

4. CONSULTANT'S PERSONNEL

4.1 Description of Personnel

The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultant, such as retirement, death, medical incapacity, among others, it becomes necessary to replace any of the Key Personnel, the Consultant shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultant shall, at the Client's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Consultant shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.



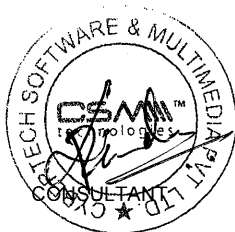

Chief Engineer,
World Bank Projects, Odisha

5. OBLIGATIONS OF THE CLIENT

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

6. PAYMENTS TO THE CONSULTANT

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




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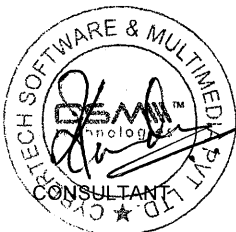
- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7. GOOD FAITH

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

8. SETTLEMENT OF DISPUTES

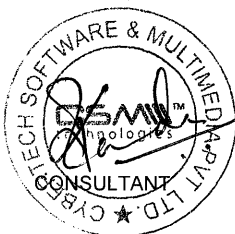
- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.
- 8.2 Dispute Resolution** Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.




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III. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(a)	The words “in the Government’s country” are amended to read “in India. ”
1.3	The language is English.
1.4	<p>The addresses are:</p> <p>Client: Chief Engineer, World Bank Projects, Orissa</p> <p>Attention: Er. Nalini Kanta Pradhan, Chief Engineer, World Bank Projects, Orissa</p> <p>Facsimile: <u>+91 674 239 0080</u></p> <p>E-mail: <u>pmuosrp@gmail.com</u></p> <p>Consultant: <u>Cybertech Software & Multimedia Pvt . Ltd</u> #3, CSM Complex, STPI, 2nd Floor, PD Market, CRPF Square, Bhubaneswar -751012, Orissa</p> <p>Attention: Ms. Lagna Panda Chief Resource Manager</p> <p>Facsimile: +91 674 3012914</p> <p>E-mail: <u>lagnapany@csmpl.com</u></p>
1.7	<p>The Authorized Representatives are:</p> <p>For the Client: Chief Engineer, World Bank Projects, Orissa</p> <p>For the Consultant: Ms. Lagna Panda, Chief Resource Manager</p>




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<p>1.8</p> <p>1.8.1.</p>	<p>For domestic consultants/sub-consultants / personnel and foreign consultants/personnel who are permanent residents in India</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>1.8.2</p>	<p>For foreign Consultancy firms</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>




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	(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-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.
1.8.3	<p>a) The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register it self for service tax with appropriate authority in India & shall provide the registration Number to the client.</p> <p>b) Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
2.1	The Effective Date is <i>26-03-2012</i>
2.2	The date for the commencement of Services is <i>26-03-2012</i>
2.3	The time period shall be 24 (twenty four) months.
3.4	<p>The risks and the coverage shall be as follows:</p> <p>(a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage <i>as per Motor Vehicles Act 1988</i> ;</p> <p>(b) Third Party liability insurance, with a minimum coverage of <i>Rs.20,00,000 (Rupees Twenty Lakhs)</i> (After each occurrence the Consultant shall repay premium necessary to make insurance valid for this amount always) ;</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>



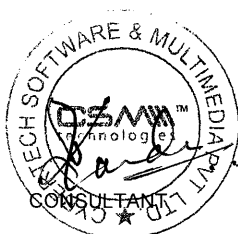

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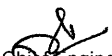
	(e) insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultant's property used in the performance of the Services, and (iii) any documents prepared by the Consultant in the performance of the Services.									
3.7 (b)	The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.									
5.1	"Not Applicable."									
6.2(a)	"Not Applicable."									
6.2(b)	The amount in local currency is Rs. 75,68,000 (Rupees Seventy Five Lakhs sixty eight thousands) only <i>[excluding applicable service taxes payable in India].</i>									
6.4	<p>The accounts are:</p> <p>for local currency: A/C Number: 2977008700000671 Punjab National Bank Chandrasekharpur Branch, Bhubaneswar, Orissa, India</p> <p>Payments shall be made according to the following schedule:</p> <p><u>Payment as listed below shall be paid after approval by ISAP Working Group</u></p> <table border="1"> <thead> <tr> <th>Sl. No.</th> <th>Percentage of the Contract Value</th> <th>Service and Deliverables</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>5% of the Contract Value</td> <td>After Submission of Inception Report (including 'As is Study Report' and technical activities, indicative IT solution and preliminary estimate sizing of each component)</td> </tr> <tr> <td>2.</td> <td>5% of the Contract Value</td> <td>After approval of report on IT-ICT strategy, solution, implementation and procurement plan.</td> </tr> </tbody> </table>	Sl. No.	Percentage of the Contract Value	Service and Deliverables	1.	5% of the Contract Value	After Submission of Inception Report (including 'As is Study Report' and technical activities, indicative IT solution and preliminary estimate sizing of each component)	2.	5% of the Contract Value	After approval of report on IT-ICT strategy, solution, implementation and procurement plan.
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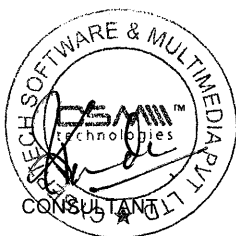

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	3.	5% of the Contract Value	After approval of RFP documents for hardware, networking, software, data entry, training and vendor selection.
	4.	5% of the Contract Value	After technical evaluation and selection of the vendors for hardware, networking, software, data entry and training.
	5.	5% of the Contract Value	Upon testing of all the software on pilot basis.(UAT)
	6.	15% of the Contract Value	Upon successful running of all the software at all levels and successful roll out of the project.
	7.	10% of the Contract Value	Upon successful completion of training programmes on software
	8.	40% of the Contract Value	Equally distributed for each quarterly project progress reports to be submitted to the Project Monitoring Unit, OSRP in the OWD throughout the project period.
	9.	5% of the Contract Value	Upon completion of Audit and submission of reports to OWD.
	10.	5% of the Contract Value	Upon successful completion of the entire terms of the consultant.
6.5	<p>Payment shall be made within <u>45</u> days of receipt of the invoice and the relevant documents specified in Clause 6.4, and within <u>60</u> days in the case of the final payment.</p> <p>The interest rate is: London Inter-Bank On-Lending Rate [LIBOR] plus 2% for foreign currency; and 8% (Commercial Bank's prime lending rate of interest) for local currency.</p>		
8.2	<p>Disputes shall be settled by arbitration in accordance with the following provisions:</p> <p>1. <u>Selection of Arbitrators.</u> 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 Secretary General, Indian Roads Congress India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names therefrom, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the</p>		




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	<p>list, the Secretary General, Indian Roads Congress India, New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.</p> <p>(b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultant shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by the Secretary General, Indian Roads Congress India, New Delhi;</p>
	<p>(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 the Secretary General, Indian Roads Congress India, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.</p> <p>2. <u>Rules of Procedure.</u> Except as stated herein, 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.</p> <p>3. <u>Substitute Arbitrators.</u> 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.</p> <p>4. <u>Nationality and Qualifications of Arbitrators.</u> The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause SC 8.2 1 hereof shall be a recognized legal or technical expert with extensive experience in relation to the matter in dispute.</p>
	<p>5. <u>Miscellaneous.</u> In any arbitration proceeding hereunder:</p> <p>(a) proceedings shall, unless otherwise agreed by the Parties, be held in Bhubaneswar, INDIA;</p> <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

“PROJECT MANAGEMENT” CONSULTANCY SERVICES

FOR

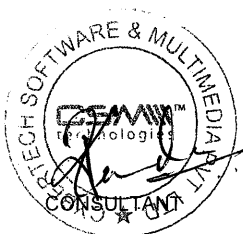
STRATEGY FORMULATION AND IMPLEMENTATION OF
IT- ICT-MIS ARCHITECTURE, FACILITIES & CAPACITY

FOR

ORISSA WORKS DEPARTMENT [OWD]

1. Background

- 1.1 To manage the State’s major road network and building assets successfully and to ensure that investments in new infrastructure assets can achieve the expected socio-economic outcomes in Orissa, the Government of Orissa (GOO) requires an effective and efficient institutional structure. Achievement of this will be supported via various institutional strengthening and capacity building measures to be implemented as part of the new World Bank assisted *Orissa State Roads Project* (OSRP), under implementation since late 2008.
- 1.2 As part of its efforts towards this goal, the GOO has since 2005 already been acting to modernize its organizational functions, presently centered on the Orissa Works Department (OWD). Some of these actions are based on the Institutional Development Strategy (IDS), established in 1999-2000, reviewed in 2006-07 and now expressed in an updated GOO-endorsed Institutional Strengthening Action Plan (ISAP). The ISAP comprises both ‘catch-up measures’ to upgrade the ongoing OWD functions and resources in infrastructure management, and strategic measures to modernize the structure and overall capacity of road and building sectors in future. Further important influences on the institutional context now are the GOO’s whole-of-government Anti-Corruption policy and e-Governance initiatives, which are embraced under the OSRP via the Governance & Accountability Action Plan (GAAP). These are also having significant impacts on the OWD functions and responsibilities.
- 1.3 In the short-to-medium term, it is crucial for GOO interests and the state’s infrastructure needs that the full range of OWD capabilities and resources be strengthened. The new Project will help the OWD to continue and extend the OWD capacity development measures already underway.




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- 1.4 An important element of this will be the adoption of an effective Strategy for development and implementation of effective agency-wide Management Information System (MIS), project management and decision-support tools in the OWD, supported by effective Information Technology / Information & Communications Technology (IT / ICT) architecture and resources. The OWD has taken on responsibility to achieve this.
- 1.5 Accordingly, the OWD now wishes to engage external assistance with particular expertise in the MIS and IT / ICT fields to help the OWD to decide the strategy to meet these challenges. This assistance is to be engaged in the form of consultancy services.

2.0 OWD Functions

The functions and responsibilities of OWD are primarily as follows:

- (a) Construction, repair and maintenance of buildings, roads, bridges and other related structures financed from the state and capital budget allocations in Orissa
- (b) Execution of original, renewal and repair works on the NH network financed through MORTH
- (c) Construction of buildings, roads and bridges as relief works in the event of floods, cyclones or other natural disasters
- (d) Ensuring that no encroachment or structure, whether temporary or permanent is erected on the land and property under the control of OWD. It is also responsible for removal of such encroachments as per GOO rules
- (e) Maintaining a register of land, buildings and properties belonging to the GOO and under the administration of OWD.
- (f) Maintaining asset register for preserving the assets (building, bridge and roads) under the control of OWD
- (g) Planning , Tendering (through e-Procurement) and other administrative responsibilities
- (h) Preparation of plans for buildings and other works (office of the Chief Architect)
- (i) Survey, investigation and design for roads, buildings and bridges
- (j) Quality Control and independent quality monitoring including Research Development
- (k) Financial management and accounting / audit
- (l) Human resource development and Training on various construction sectors
- (m) Empanelment of Civil, Electrical and PH Contractors and issue of required license to them




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- (n) Preparation of database of all contractors with their ongoing assignment / past activity/ litigation details and capabilities in terms of expertise, resources and machinery
- (o) Day to day monitoring of various works (both physical and financial) with generation of requisite reports
- (p) Capacity development of department engineers (starting from Junior Engineer to Executive Engineer) in use/ application of modern computing facilities and tools for HR management and e-Governance

3. OWD Organization

The OWD is headed by a position of Engineer-in-Chief (EIC)-cum-Secretary who holds technical responsibility for OWD and as “Secretary” exercises administrative control of the OWD. The EIC-cum-Secretary is physically located in the Secretariat Building and operates as the senior liaison between Government and the OWD. At the OWD head office at Nirman Saudha, there are subordinate Chief Engineers (CEs) each of whom is responsible for different functional unit besides the position of one Engineer-in-Chief (Civil) who controls some administrative and technical responsibility including empanelment of contractors. The National Highway wings of the State, Quality Control wings of OWD and one State Govt. undertaking corporation namely, “Orissa Bridge & Construction Corporation” also functions within the administrative and technical control of OWD with each of above mentioned organization headed by one Chief Engineer ranked Officer.

A prominent characteristic of OWD’s organization structure is the devolution of authority for the execution of new road / building construction and road /building maintenance work to geographically based Circles headed by Superintending Engineer (SE) and Divisions headed by Executive Engineer (EE), which are located throughout the State. The outcome of this arrangement is that the actual construction and maintenance work undertaken by the OWD, is appropriately controlled at the regional level. To perform the range of duties devolved, the Divisions are structured into geographically based Sub-Divisions, each headed by an Assistant Engineer (AE), which in turn are further subdivided into geographically based Sections, headed by Section Officers at the Junior Engineer (JE) rank who supervises the works undertaken in their sections. Similar field circles, divisions, sub-divisions and sections also exist for construction / operation/ maintenance of electrical, public health and mechanical/machinery related works of OWD in addition to civil works related field circles/divisions/subdivisions/sections. This organizational arrangement provides a means of scheduling, implementing and monitoring the large number of maintenance and construction projects undertaken annually throughout the state.




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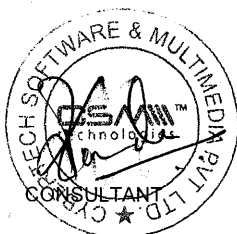
4. Overall objective

Overall objective of the consultancy services under these Description of Services is to help the OWD to develop and implement a comprehensive and viable medium-to-longer term IT-ICT-MIS Strategy, inclusive of phased roll-out plan(s) and with at least indicative cost-estimates provided for both major individual components and in aggregate for the overall IT-ICT-MIS 'project', covering all design, development and commissioning / implementation stages under the proposed Strategy. The consultants are expected to identify initiatives and investments which - building on the achievements and benefits of the state-wide initiation of *e-governance and e-procurement* – are compatible with current GOO policy on the role of IT in the state's public sector and which can quickly usher in an IT-ICT oriented work-culture within OWD.

5. Scope of Services

The scope of the services shall include but not be limited to the following.

- Study the operation and existing business processes of OWD in their relevance to IT-ICT
- Assess the impact of the GOO e-Governance strategy and the e-Procurement initiative on OWD operations and on the evolving IT-ICT requirements for OWD responsibilities
- Develop a detailed 3 to 4 years Strategy and Implementation Plan for sustainable enhancement of the IT-ICT-MIS resources and capacity in OWD, including required budget and HR factors
- Determine the necessary systems framework / architecture and key systems, as appropriate
- Undertake an off-site review of functions of at least two such similar organisations outside the State but inside the Country, to be finalised during inception in consultation with client.
- Finalize the software, hardware and communications requirements and specifications for computerization, networking and other infrastructure in and between OWD offices and units
- Prepare the Bid Documents for OWD for system vendors and/or integrators and/or equipment procurements as per the implementation Plan
- Assist OWD in the procurement of System Vendors and/or Integrators and/or Equipment Vendors
- Help OWD in overseeing the work of selected Vendors and/or System Integrators and/or equipment supplier




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- Develop plans for staff training, change-management and capacity-building within the department in alignment with the commissioning of the new system(s) and facilities and impart various trainings identified.

In order to undertake the above-described scope of services, it is expected that the consultants shall carryout but not be limited to the following activities :

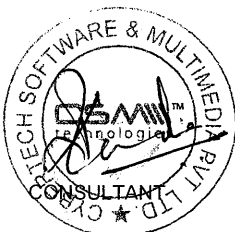
5.1. Technical Activities

Review and understand:

- The processes of OWD's business functionality to be implemented as part of the computerization project. This should also clearly bring out (for further OWD consideration / resolution) any "Business Process Re-engineering" requirements for the OWD, their impact on current OWD functioning and on the process of ICT enablement. The Consultant shall study the IT – ICT initiatives taken by other departments and scope of integration with other departments system which are relevant to OWD.
- The organization structure of OWD & future reorganization proposal, if any.
- The workflow of the processes identified for the automation / computerization.
- Hardware requirements to support current and future needs of OWD.
- Network architecture to ensure availability of hardware, system software and application software at the main HQ and field sites of OWD.

NB: This study must factor in any existing networking/ICT component already existent in the organization and/or are to be proposed I near future. .

- Software requirements / specifications, including the functionality to be implemented, interdependencies between various modules, and workflow requirements, and a plan for creation of the necessary software architecture, to ensure that the desired functionality is satisfactorily implemented and results in efficient and accurate systems for OWD. The software / tools being used / proposed to be used as part of e-Governance initiatives of the State Government and/or part of any other initiative should be taken into consideration to maintain inter-operability mode of application and integration issues.
- Training requirements including training need analysis, training modules and syllabus for different levels of staff members, training methodology, training schedule and training evaluation process, aimed at building overall IT-ICT capacity amongst the staff at all levels in the OWD. Estimate resources required for basic awareness level IT training need identification, curriculum design, courseware development and training execution.




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- Possibility of developing an IT cadre within the OWD or similar initiatives to build internal capacity to lead and manage the IT-ICT responsibilities in the OWD should be explored and elaborated upon.
- Identify the maintenance requirements of the implemented system, and finalize in discussion with OWD, a sustainable plan for maintenance of the entire Software, Hardware and Network infrastructure.
- Create an IT-ICT-MIS centered Change Management plan for OWD implementation.

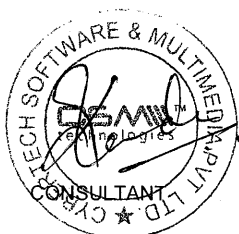
5.2. Developing High-level “IT Solution”

Estimate sizing of each component including hardware, networking, software, training, data entry and maintenance. The tasks to be carried out as part of the sizing process are:

- Study the current hardware availability and estimate the hardware required at each site to ensure availability of the hardware at maximum locations while simultaneously addressing hardware configuration requirement to ensure that the client and server side requirements of the software application, data and security are adequately addressed.
- Identify networking requirements including components required, bandwidth requirements and network architecture for OWD-wide availability of applications, etc.
- Estimate efforts for design, development, testing, and implementation of each software component, and create an implementation plan for the project.
- Estimate the volume of data to be entered in Master data files and historical data required for implementing the system, data entry effort for the entire data, data verification effort to check the data accuracy/authenticity.
- Identify Service Level Agreements (SLAs) for maintenance of the system, based on the interaction with the OWD.

5.3. Development of Detailed RFP (etc.) Documents

Prepare (and/or assist OWD to prepare) detailed procurement strategy, documentation for hardware, networking, software application, data entry and training, including with background information on OWD, its objectives and organization structure, hardware requirements, networking requirements, software requirements, quality requirements, training requirements, warranty and maintenance requirements. In this context, the consultant shall also carry out, but not be limited to the following:




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- Propose technical evaluation criteria for tenders and proposals, including parameters for evaluation and their weightage in final evaluation.
- Finalize the commercial terms and conditions (in consultation with the client and/or relevant GOO department/s) for the abovementioned activities, in terms of both (a) the structure and format of the commercial bid required for each of the abovementioned activities, and (b) the commercial terms and conditions for each activity.

5.4. Technical Advice and Support to OWD in Vendor Selection

Provide appropriate assistance to the OWD in the selection of suitable vendors, including in tasks such as co-coordinating the vendor conference(s) and answering the technical and commercial queries of the vendor(s), helping the OWD to evaluate the technical bids and to prepare a detailed technical evaluation report including technical scores of the vendor(s) for each activity listed in the Bidding Documents, helping OWD to evaluate the commercial bids, helping the OWD to prepare a combined list of technical and financial bids and helping the OWD in finally shortlisting the qualified / suitable vendor(s).

5.5. Comprehensive Project Management

Provide comprehensive assistance and project management services to the OWD for the overall IT-ICT-MIS initiative (aka “the Project”), to ensure that the desired functionality, architecture and assets are implemented and result in efficient and accurate systems for the OWD, including:

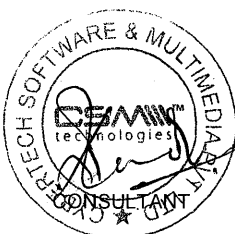
- Scoping of work for the Project
- Functional integration of all activities with their dependencies
- Project time planning & monitoring
- Project Cost Control
- Project quality reviews and ensuring adequate communications at all levels.

6. Consultants’ indicative Methodology for the Assignment

Task

Task1: Project Inception

Sub Task	Methodology	Deliverable
Team Formation	CSM will form a Team of 4 key technical staffs along with 5 senior level support staff	Collaborative Project Team
	OWD will form a project committee to support and review various activities of the project carried out by CSM	




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Kick off Meeting	CSM will conduct a Kick off meeting at OWD where Technical Staffs will present detailed Scope of Work and discuss the execution plan which will include activity schedule, travel plan & field visit schedule, stakeholder's involvement required for each activity, facilities to be provided by OWD during the assignment, review schedule, communication strategy and deliverables of each activities.	Detailed Project Execution Plan
	CSM will submit an inception report containing day wise assessment schedule, field visit, stakeholder involvement, etc to OWD and OWD need to approve the same.	Inception Report

Task2: Strategic Assessment

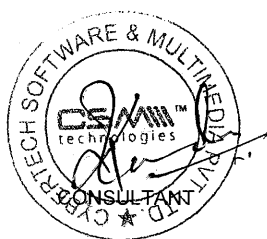
Sub Task	Methodology	Deliverable
Process Study	Prepare a questionnaire to analyze the functions of OWD and interview the head of each of the Client unit for assessing their IT needs	Report on the Operation and Existing Processes of OWD
	Review of the OWD Existing activities, Business Processes and Procedures	
	Review of the existing software, hardware, and IT Infrastructure of OWD	
	Detailed study of the operation and business processes of OWD in relevance to IT - ICT	
	Detailed study of OWD's requirement of Software Modules functionalities, interdependencies, and IT infrastructure	
	Review of the existing Activities, Business Processes and Procedures of the field units of OWD	
	Review of the existing software, hardware and IT infrastructure of field units of OWD	
	Detailed study of operation and business processes of OWD's field units in relevance to IT-ICT	
	Detailed study of OWD's field units requirement of Software Modules functionalities, interdependencies and IT infrastructure	
	Impact of e – Governance Strategy, Business Process Re-Engineering and ICT enablement of OWD functioning.	




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Task3: Analysis

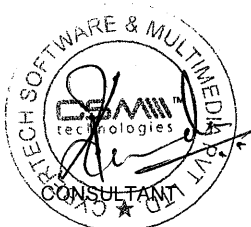
Sub Task	Methodology	Deliverable
As - Is	Analysis of the As - Is business processes of OWD and its field units	Draft IT - ICT strategy, solution, implementation and procurement plan
BPR	Analysis of the Business Process Re-Engineering requirement and its impact	
IT - ICT Solution	Analysis of e-Governance initiatives, its alignment with NeGP Plan, IT penetration and preparedness	Final IT - ICT strategy, solution, implementation and procurement plan
	Analysis of the software solution, hardware, base software, network, connectivity, security, change management, manpower and training requirement along with phase wise procurement and implementation plan	
	Devising of Knowledge Management and Transfer methodology and best practices (Stakeholders Collaboration, Data Collection, Authentication, Data Consolidation, data updation and data security)	
	Resource mobilization, capacity building and investment plan	
	Strategy formulation for upgradation and sustenance of Infrastructure and arrangements to be made for countering obsolescence in Technology (Hardware and Software) for next 40 years along with resource requirement in terms of infrastructure, equipment, skills and knowledge	
	Analysis of the Institutional Framework along with authority, responsibility and accountability for each stake holders;	
	Key Performance Indicator for measuring performance of current and future projects with respect to Vision and Mission of OWD	
	Strategizing of Contracting model, e-Procurement and Contracting strategy	
	Risk Management and change management framework	
	Formulation of Project Monitoring and Quality Control approach	
	Citizen Service Delivery framework analysis	
SWOT analysis of IT-ICT framework		
ROI Analysis		




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Task4: Procurement

Sub Task	Methodology	Deliverable
Procurement Plan	Obtain detailed and clear understanding of OWD goals and objectives vis-à-vis e-Governance and e-Procurement's objectives	
	Common challenges that are faced by the industry with respect to technological advancements	
	Challenges faced by OWD	
	Specification details of the System and Equipment to be used	Procurement Plan
	Product/Equipment Categorization (OEM/DGS&D/Tender) and procurement schedule	
	Procedure (Comparison matrix) for Vendor selection as per service offerings	
	Effort & Cost Estimation for Phase wise deliverable along with Payment term	
	Checklist on Deliverables and Technical documentation at each stage	
	Performance evaluation and review procedure for each deliverables	
	Reporting procedure for monitoring system implementation and its frequency	
	Procedure for recruitment of IT resources and their profile	
	Procurement committee members	
	Issue, Risk, change management and project sustenance guideline	
	Quality control majors Internal & Third party audit guideline	
	Citizen Service Delivery process	
	Contract monitoring approach	
	SLA to be signed with vendor	
Approval of the procurement plan		
Cost Analysis and Budget		
RFP Process	Finalize the scope of the project	
	Clearly define the exceptions	
	Create the evaluation criteria and weightages.	
	List the key activities to be executed by the ITC vendor.	
	Identify details of levels of service required and measurement criteria.	
	Define the timelines of the project	
	Create the NDA to be signed and agreed to by the vendors.	
	Detail the BID timelines and method of how the BID process will be run from the opening of the BID to submission date	

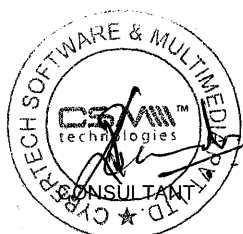



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	RFP reviewed and finalized by OWD's authorized personnel.	
	Setup pre BID process (Plan for pre bid conference, mechanism for response)	
Evaluate the RFP	Team to check on the completeness of the submitted BID (Hardcopy / Softcopy / Technical document in a separate envelope from the BID.)	Vendor evaluated and selected for negotiation
	Evaluate vendor capabilities based on financial strength, service offerings, domain expertise, strengths and weaknesses in operational, technological and client facing capabilities, delivery centre footprint, seat capacity, clients served and recent deals signed.	
	Evaluation of the proposals on the pre defined criteria	
	Validate reference checks provided by the vendors	
	Evaluate "on ground" capabilities of the vendors	
	Prepare a matrix of the findings.	
	Based upon the scoring and size of the projects, one to three vendor options will be short-listed who will be called for negotiation & contract	
	Call short listed vendors for a presentation	
Negotiate and Award Contract	Develop a cost model for negotiation.	Contract Awarded to the Vendor
	Determining quantitative and qualitative negotiation points and analyses.	
	Reality check on RFP assumptions and constraints	
	Build in method for handling change management and associated costs.	
	Build in exit clause ensuring project safety.	
	Approval of the above from OWD	
	Finalize contract with vendor	

Task5: Implementation Management

Sub Task	Methodology	Deliverable
Design Phase: System Requirement Specification (SRS)	Communication strategy	Progress Report
	Quality assurance approach	
	System roll out approach	
	Infrastructure Upgradation schedule	
	High level Design (Process flows, system architecture, Data Flow Diagram)	
	Low level design (database structures, Entity Relationship Diagram, audit-trails, access levels functionalities, use cases, class diagram, sequence diagram, etc).	
	Systems Flow Charts, depicting boundaries of each system	
	Input forms/screens design.	




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	Reports format Design, layout and reporting procedures including reporting levels and frequency etc. Screen layouts and menus design. Design of security levels Inter-system linkages Roles and right management specification Master data collection and data migration approach MIS reports and dash board	
System Development	Work flows Coding standard Programs charts and logical algorithms Load Balancing Security features Test cases Infrastructure building certification	Progress Report
Implementation & Training	System Configuration System environment preparation at OWD. System installation including, application users and parameters setup, configuration, integration check. Data migration including data integrity and structure. User Acceptance Test (UAT) Report. Technical and Functional users manuals and training hands-on. Training to Administrator, power user and end user Training and Handholding provided System Go live Change management and Support. Source code and IPR	Progress Report
Support	CSM will assist OWD during Project maintenance phase with technical/process inputs on call basis	Analyzing of the bugs reported by the end users; Escalating of the bugs to the software vendor; Ensure timely rectification of the bugs from the software vendor

Note:

- During on call support an additional payment in accordance with the Financial Proposal shall be made to CSM as per the actual number of inputs of the Key Technical Staffs




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Task – 5: Proposed Training for Capacity Building

The Consultant shall conduct a study for assessing the IT-ICT capability amongst the end users of the Client. Based on this study, the Consultant shall design and execute a capacity building training to be imparted to the end users of the Client. The duration and numbers of such training shall be agreed with the Client during inception stage. Keeping in view of the OWD's organizational arrangement, the Consultant has devised a training plan as mentioned below:

First Stage:

All the Junior Engineers of all the sections, along with all the Assistant Engineers under a division have to be trained at Circle level (Office of the Controlling SE) in batches as there will be more than three divisions under one circle. These trainees are also to include the supporting office staff handling data & processing.

Circle head quarters are at: Cuttack, Bhubaneswar, Balasore, Sambalpur, Keonjhar, Berhampur & Jeypur.

Second Stage:

All Executive engineers & Superintending Engineers & Chief Engineers have to attend training at HO Bhubaneswar.

Training Content:

This training will include Computer Fundamentals, Microsoft Office, and Data Entry for required data processing at various levels.

Demo of user friendly software has to be popularized for say estimation, measurements etc. along with the required knowledge so as to make the end users confident enough in handling the system software effectively.


The training will be imparted for 3 months from the inception of the project in a stage wise manner. Training will be followed by an assessment and 5 toppers of the batch will be recognized as in house trainers and they will continue the training process to other personnel.

Batches:

Ideally people from two divisions at most can be accommodated in a single batch basing on the available infrastructure at Circle Level.

For EE, SE & CEs they can be in two batches for R&B & another two batches for NH.




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Work Programme

No	Activity	Months																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1	Project Inception																									
1.1	Team Formation																									
1.2	Kick off Meeting																									
1.3	Inception Report																									
2	Strategic Assessment																									
2.1	Process Study																									
2.2	Report on the Existing Processes of OWD																									
3	Analysis																									
3.1	As - Is Analysis																									
3.2	Business Process Re - Engineering Analysis																									
3.3	IT - ICT Solution Analysis																									
3.4	Draft IT - ICT Strategy, Solution, Implementation Plan																									
3.5	Final IT - ICT Strategy, Solution, Implementation Plan																									
4	Procurement																									
4.1	Procurement Plan																									
4.2	Pre RFP Process																									
4.3	RFP Process																									
4.4	Bid Evaluation																									
4.5	Negotiate and Award Contract																									
5	Implementation Management																									
5.1	Design Phase: System Requirement Specification																									
5.2	Monitoring of the System Development																									
5.3	Monitoring of the UAT and Training																									
6																										

Support (On Call Basis)

7. Period of Consultancy

A total of twenty four (24) calendar months from mobilisation to completion of 'post-implementation' services is anticipated. This timeframe shall include provision for a concurrent period of **six (6) weeks** at the end of the services, for the Consultant's completion of the Final Report following client feedback on the Draft version.

8. Facilities and Services to be Provided by the Client

- Existing available data, reports and specifications of current software, hardware and networking
- Limited office space in the Headquarters offices of the OWD.

9. Review Committee

The performance and deliverables of the Consultant will be reviewed by the ISAP Working Group of the OWD as constituted by Government of Orissa. Some of the key output on critical policy matters shall further be reviewed / discussed by the next higher level ISAP Steering Committee of Govt of Orissa.

10. Location of the Services

For contractual and managerial purposes, the services shall be provided and delivered at the OWD headquarters in Bhubaneswar, Orissa, India. Where travel to/from and operations in the OWD field units are required for parts of the services, this will be resolved in due course between the OWD and the Consultant on a case-by-case basis. The Consultant has included all logistics in their proposal towards travel, accommodation etc for visit to the field units of OWD [i.e. Field visit to seven (R&B)circles, three NH circles, One GED & One GPH Circle and about 50 OWD divisions]




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APPENDIX B - REPORTING REQUIREMENTS

The performance and deliverables of the Consultant will be reviewed by the ISAP Working Group of the OWD. Some of the key output on critical policy matters shall further be reviewed / discussed by the next higher level ISAP Steering Committee of Govt of Orissa.

	DESIGN Phase	
1	Inception Report	1 st Month
2	Report on the operation and existing business processes of OWD	3 rd Month
3	Draft IT-ICT strategy, solution, implementation and procurement plan.	5 th Month
4	Final IT-ICT strategy, solution, implementation and procurement plan..	6 th Month
	Procurement Phase	
5	Detailed Procurement plan for hardware procurement, networking, software development/ implementation and roll-out, data entry, Capacity Building and change management.	7 th Month
6	Bidding Documents for the Hardware procurement, Networking, Software development and implementation and roll-out, data entry and training requirements as per the procurement plan duly approved by OWD.	8 th Month
7	Technical evaluation report of the vendors .	11 th Month
8	Final report for vendor selection.	12 th Month
	Implementation Phase	
9	Review of the SRS, High level design, low level design, database design, security design, software development, testing and installation, etc.	14 th Month
10	Status update report of the project at monthly intervals.	Monthly
11	Review of training, change management, business process improvement, etc. which will be carried out by implementation consultants.	
12	Review reports with review findings and action plan (monthly)	Monthly
13	Development of User Acceptance Test (UAT) plan	20 th Month
14	Conducting UATs jointly with the OWD staff / managers and providing UAT test reports	22 nd Month
15	Enabling the OWD to make the system "Go Live" at both sites.	23 rd Month
16	Quality Audit report with audit findings and action plan	24 th Month
17	To assist OWD in implementation of the project smoothly, and in the sustenance phase, after completion of the project, for a period of 3 months.	On call basis
18	Support the department during the maintenance phase with technical / process inputs	On call basis

Note : Above mentioned deliverables/ reports need to be furnished in soft copy and five number of hard copies.




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APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Staffing Requirements

This shall be a full-time assignment requiring the provision of at least four (4) Key technical staff by the consultant, as follows. The mobilization of these Key Staff shall be as per various activity / deliverables

A) **Team Leader-cum-Business Process Re-engineering Specialist**

The person should be a senior IT Project Manager –cum- Systems Adviser having minimum academic qualification of Graduate in Engineering in any discipline / Masters Degree in Computer Science or Computer Application. Post Graduation specialisation in management or any relevant specific field relating to IT-ICT-MIS System Development/application shall be preferable. S /He should have about 15 years of professional experience including minimum of 10 years of relevant experience particularly on major IT-ICT-MIS development and implementation projects. S/He should possess experience of handling at least three similar projects with IT-ICT-MIS application in carrying out Business Process Reengineering of any Government Organization such as PWD. About five years of experience in Business Process Re-Engineering shall be desirable. The person should possess thorough knowledge / expertise on IT Capability assessment / capacity planning, Mapping business requirements to IT needs, preparation of IT-ICT-MIS strategy & Road map, solution architecture, Business process Re-engineering , Technology Evaluation, IT Project management and procurement procedures as per NCB and ICB. Experience in e-Governance Projects, IT-ICT-MIS for management functions, IT implementation support and user training shall be preferable. He / She will provide technical advice, planning and supervisory input and team leadership for at least 15 days per month for the entire project period.

However, total minimum man month input as per client's assessment shall be about 12 full months period which includes about 7 full Months time during Strategy Planning & IT Solution Design and Procurement and balance 5 full Months during implementation monitoring stage.

B) **IT-ICT-MIS Specialist**

This position for IT-ICT-MIS Specialist requires about 15 years of total professional experience with at least 10 years of relevant experience in IT – ICT - MIS project. The person should be having minimum academic qualification of Graduate in IT or Computer Science & Engineering or Masters Degree in Computer Application. Post Graduation specialization in any specific field relating to IT-ICT-MIS System Development/application shall be preferable. S /He should have minimum of 5 years experience in




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similar position in development and practical application of IT –ICT-MIS and other soft computing tools for Government process re-engineering including IT-ICT need assessment, IT hardware requirement Network Architecture Design, data analysis, integration of sub-modules/systems, risk management, data base management, trouble shooting, removing bugs from the software and reporting. . S/He should possess experience of handling at least three projects with IT-ICT-MIS application for any Government organization such as PWD. The person should be well conversant with application of Information Technology and Management Information Systems in major business computerization assignments and ICT development projects including operational compatibility for various e-Governance schemes of State Government or Govt of India.. S/He will provide day-to-day project management support to OWD under the direction of the Team Leader , and may be required to be stationed for varying length full-time periods at various OWD offices and units around the state in the course of these services.

Total minimum man month input as per client's assessment for this position shall be about 6 full months period which includes about 3 Months time during Strategy Planning & IT Solution Design and 3 months during implementation monitoring stage.

C) Sector Domain Specialist

The person for this key position need to have a minimum academic qualification of Graduate in Civil Engineering. Post Graduation specialisation in any relevant field of Civil Engineering or Management shall be preferable. S/He should possess minimum 15 years of professional experience with at latest five years of working at a senior level in a highway agency of any Government. Total professional experience of about 20 years shall be preferable and shall carry additional weightage. S/He should possess experience of handling at least three projects with IT-ICT-MIS application of any Government organization such as PWD. Advanced professional qualifications relevant to, and extensive knowledge of, the typical framework, machinery and processes of government agencies, particularly those having technical and service responsibilities such as Public Works Departments shall be the criterion for assessing the skill / capability of the person for this position. H/She should have through exposure to the typical administrative and technical management information requirements and governance responsibilities that are the main factors in determining the role, scope and performance parameters of IT-ICT architecture, operations and services in such agencies.




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Minimum man month input as per client's assessment for this position shall be about 7 full months period which includes about 4 Months time during Strategy Planning & IT Solution Design and 3 months during implementation monitoring stage.

D) Procurement Specialist

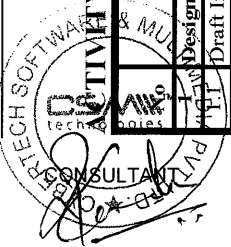
The Procurement Expert will provide day-to-day procurement support to OWD under the direction of the TL-cum-BPR Specialist. The person should have a minimum academic qualification of Graduate in any discipline with specialisation in any relevant field of procurement. Post Graduation specialisation in management or any specific field of procurement shall be desirable. S/He should possess minimum 10 years of professional experience with at least five years of procurement experience, particularly in Government and Bank financed projects. Total professional experience of about 15 years shall carry additional weightage. The person should possess experience of handling at least three projects on procurement of goods and services following guidelines as per World Bank / ADB or other International Funding Agency for any Government organization such as PWD. The candidate must have the experience of preparing bidding documents for IT-ICT implementation projects involving procurement of Hardware, Networking, Software etc.

Minimum man month input as per client's assessment for this position shall be about 4 full months period during procurement stage.

Apart from the four Key Personnel, the consultant will require to have its own administrative office support and appropriate logistics for carrying out the services.




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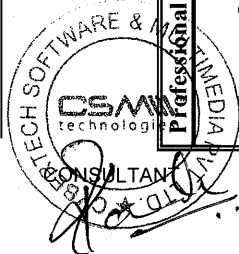


ACTIVITY SCHEDULE

Activity	Months																								
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	
1 Design Phase																									
1.1 Draft Inception Report and Review																									
1.2 Final Inception Report and Approval																									
1.3 Draft Report on As - Is Process of OWD																									
1.4 Final Report on As - Is Process of OWD																									
1.5 Draft IT-ICT Plan and Review																									
1.6 Final IT - ICT Plan and Approval																									
2 Procurement Phase																									
2.1 Draft Procurement Plan and Review																									
2.2 Final Procurement Plan and Submission																									
2.3 Draft Bid Document for vendor selection																									
2.4 Final Bid Document for vendor selection																									
2.5 Technical Evaluation of the Vendors																									
2.6 Technical Evaluation report of vendor selection																									
3 Implementation Plan																									
3.1 Facilitating System Study																									
3.2 Review of the Technical Documentations																									
3.3 Finalization of the Technical Documentations																									
3.4 Review of the Low level and High level Designs																									
3.5 Finalization of the Low level and High level Designs																									
3.6 Review of Database Design																									
3.7 Finalization of Database Design																									
3.8 Monitoring of the Software Development																									
3.9 Monitoring of the Installation																									
3.10 Status Report of the Progress																									
3.11 Draft UAT Plan																									
3.12 Final UAT Plan																									
3.13 Conducting UATs with OWD Staffs																									
3.14 UAT Sign off																									
3.15 Quality Audit report and Action Plan as per findings																									


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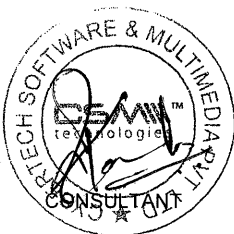
Professional Staff						
Name of Staff	Qualification	Years of Experience	Position Assigned	Proposed Input (in Months)	Task Assigned	
Mr. Rajesh Sanghi	<ul style="list-style-type: none"> M. Sc. (Computer Science) from MD University, Haryana P.G. Diploma (Computer Programming & System Analysis) from AIMO ,Delhi 	27 Years	Team Leader-cum-Business Process Re – Engineering Specialist	[home]:1 0 [field]: 2	<ul style="list-style-type: none"> Mobilisation and interaction with OWD Offices Preparation of Inception Report Preparation of Draft-IT-ICT Report and final IT-ICT Report Business Process Re – Engineering Project Management Implementation Review & Progress Reports. 	
Mr. Sankarsan Dash	<ul style="list-style-type: none"> Master in Business Administration (MBA) in IT System and Marketing from Sambalpur University, Orissa Master of Computer Applications (MCA), from BPUT , Orissa 	16 Years	IT – ICT – MIS Specialist	[home]:6 [field]: 0	<ul style="list-style-type: none"> Business Process Re – Engineering, Need Assessment, System Analysis and MIS 	
Binod Chandra Padhi	<ul style="list-style-type: none"> Master in Technology (M.Tech) (Highway engineering), IIT- Kharagpur Bachelors in Science Engineering (B.Sc Engineering) (civil), UCE, Burla 	45 Years	Sector Domain Specialist	[home]:7 [field]: 0	<ul style="list-style-type: none"> Administrative and Technical management; Study of Information Requirements and Governance Responsibilities for determining the role, scope performance parameters of IT-ICT architecture, operations and services. 	



Professional Staff						
Name of Staff	Qualification	Years of Experience	Position Assigned	Proposed Input (in Months)	Task Assigned	
Prafulla Kumar Mishra	<ul style="list-style-type: none"> M.E, Hydrology, University of Roorkee B.Sc (Engg.), Civil, Utkal University 	49 Years	Procurement Specialist	[home]:4 [field]: 0	<ul style="list-style-type: none"> Procurement Bid Preparation; Procurement Monitoring; Vendor Evaluation; Vetting of Procured Goods 	
Pradyut Mohan Dash	<ul style="list-style-type: none"> M. Sc. (Electronics) , Sambalpur University, Orissa 	11 years	Project Coordinator	[home]:10 [field]: 2	<ul style="list-style-type: none"> Coordinate with Project Team and Client; Ensure Timely Completion; Ensure Quality checks and Overall Management 	
Pinaki Dash	<ul style="list-style-type: none"> Master in Business Administration (MBA) from Institute of Management Bhubaneswar (Autonomous) in Marketing and Finance Bachelor in Technology & (Computer Science & Engineering) BPUT, Orissa 	2 Years	Project Support	[home]:11 [field]: 4	<ul style="list-style-type: none"> Support the core team during Requirement Interviews, Process Understanding from the end users and Documenting of the reports 	
Nirakar Mallick	<ul style="list-style-type: none"> BSc from Utkal University 	11 Years	Capacity Building Trainer	[home]:3 [field]: 0	<ul style="list-style-type: none"> Train the OWD staffs for their skill enhancement 	

**APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN
CURRENCY**

NOT APPLICABLE




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APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

1. Monthly rates for Personnel

Name	Position	Staff-month Rate
Rajesh Sanghi	Team Leader-cum- BPR Specialist	3,03,325 (incl. of taxes)
Sankarshan Dash	IT-ICT-MIS Specialist	1,87,510 (incl. of taxes)
Binod Padhi	Domain Specialist	1,87,510 (incl. of taxes)
Prafulla K Mishra	Procurement Expert	1,87,510 (incl. of taxes)
Pradyut M Dash	Project Coordinator	60,665 (incl. of taxes)
Pinaki Dash	Support Consultant	38,605 (incl. of taxes)
Nirakar Mallick	Trainer	22,060 (incl. of taxes)

2. Reimbursable Expenses

N ^o	Description	Unit	Unit Cost
1	Per diem allowances	Months	20,000
2	Accommodation	Months	25,000
3	Subsistence	Months	20,000
4	Office Consumables	Months	10,000
5	Drafting, reproduction of reports	60 Copies	68,000

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

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




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APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Facilities and Services to be Provided by the Client

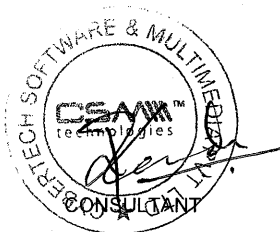
- Existing available data, reports and specifications of current software, hardware and networking
- Limited office space in the Headquarters offices of the OWD.
- The Client shall designate a Nodal person at each Division to assist the Consultant's team in understanding function, procedure, reporting process, challenges faced by the OWD. The Client also agreed that it shall make its best effort to ensures availability of the nodal persons during the field visits of the Consultant's personnel.




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APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

NOT APPLICABLE




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

Letter No. PMU - WB - 3 / 2010 - 5510

Dt. 24.2.12

From

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

To

Cybertech Software & Multimedia Pvt . Ltd
#3, CSM Complex, STPI ,2nd Floor,
PD Market ,CRPF Square,
Bhubaneswar-751 012,Odisha
Email: info@csmpl.com; surjit@csmpl.com; amaresh.dash@csmpl.com

Kind Attn: *Mr. Amaresh Dash, Authorised Signatory*

Sub: Project Management Consultancy Services for Strategy Formulation and Implementation of IT- ICT- MIS Architecture, Facilities & Capacity for Odisha Works Department [OWD].
- **AWARD OF CONTRACT**

Ref: i.) Request for Proposal issued vide this office letter No. 11076 Dt. 07.03.2011 and Response to the Queries and Corrigendum issued vide this office No. 18819 Dt.02.04.2011
ii.) Your Proposal received on 25th April, 2011 and Financial Proposal opened on 20.06.2011
iii.) Call for Negotiation issued vide this office No. 32083 Dt. 06.07.2010

Sir,

In inviting a reference to the negotiation held with your authorized representatives on 12th July, 2011 and 8th August 2011 and as per the approval communicated by the Government of Odisha in Works Department, this is to intimate that proposal for the aforesaid consultancy services submitted by your firm for an amount of **Rs. 83,47,504/-** (Indian Rupees Eighty three Lakhs forty seven Thousands five hundred four only) including applicable Service Tax @10.3% , is hereby accepted. Accordingly in pursuant to Clause 7.1 of ITC, the contract is hereby awarded in favour of your firm.

You are requested to send the authorized representative alongwith all supporting documents within a week to sign the Contract, failing which action deemed fit shall be initiated.

Yours sincerely,

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No. 5511

Dt. 24.2.12

Copy submitted to the **Engineer-in-Chief-cum-Secretary**, Works Department, Government of Odisha for favour of information. This is with reference to Works Department No. EAP (Cell) 121/11 - 935/w Dt. 27th Jan 2012.

[Signature]
Chief Engineer

World Bank Projects, Odisha

Memo No. 5512

Dt. 24.2.12

Copy forwarded to **Mr. Rajesh Rohatgi**, Senior Transport Specialist & Task Team Leader OSRP, Sustainable Development (South Asia Region), The World Bank, 50-M, Shantipath, Chanakyapuri, New Delhi - 110 021 for information.

[Signature]
Chief Engineer

World Bank Projects, Odisha

[Signature]
Chief Engineer,
World Bank Projects, Odisha

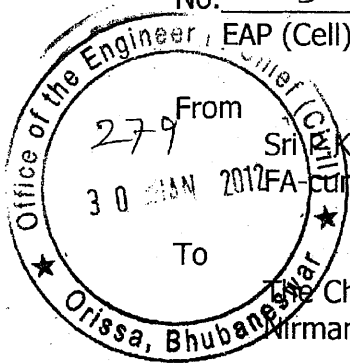


GOVERNMENT OF ODISHA
WORKS DEPARTMENT

No. 935 /W., Bhubaneswar, Dated, the

27-1-, 2012

EAP (Cell)-121/11



From
279
30 JAN 2012
Sri K. Rout,
FA-cum-Additional Secretary to Govt.

To
The Chief Engineer, World Bank Projects, Odisha,
Birman Soudha, Bhubaneswar.

Sub:- Project Management Consultancy Services for Strategy Formulation and Implementation of IT-ICT-MIS Architecture, Facilities & Capacity for Orissa Works Department (OWD).

Sir,

I am directed to invite a reference to your Letter No.38374 dated 16.08.2011 on the subject noted above and convey the approval of Government for acceptance of the offer of Cybertech Software & Multimedia Pvt. Ltd., which stands highest rank in combined Technical & Financial Evaluation amounting to Rs.83,47,504.00 (Rupees Eighty-three lakh forty-seven thousand and five hundred four) only including applicable service tax, which is 13.46% excess over the corresponding estimated cost of Rs.73,57,010.00, subject to the condition that all formalities and other preliminaries should be completed well before issuing of work order.

Before issue of letter of acceptance, please ensure that this is not in violation of the **Model Code of Conduct**, now in force.

A copy of the proceedings of the Tender Committee Meeting held on 20.09.2011 for the above work is enclosed for reference.

Tender documents received with your letter under reference are returned herewith, the receipt of which may please be acknowledged.

Yours faithfully,

[Signature]
27.1.2012

FA-cum-Additional Secretary to Govt.

Dr. Pal
write to say election
committee for agreement
[Signature]
EAP (CELL)-121-2011/ D. ACHARYA



[Signature]
1/2/12

[Signature]
Chief Engineer,
World Bank Projects, Odisha

REF : 18/CSMPL/BBSR/EBG/FL/50

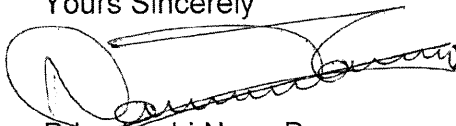
Date: 02-Mar-2012

Letter of Authorization

As per the resolution passed in the meeting of board of directors held on 01-Mar-2012 at Bhubaneswar, **Ms. Lagna Panda** bearing Employee Number 01-0010 is hereby authorized to sign the contract for **“Project Management consultancy Services for Strategy Formulation and Implementation of IT-ICT-MIS Architecture, Facilities and Capacity for Odisha Works Department [OWD]”** with Odisha Works Department, Govt. of Odisha on behalf of **Cybertech Software and Multimedia Pvt. Ltd.**

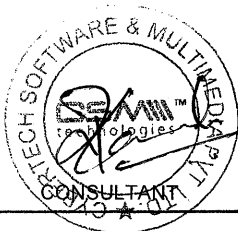
Thanking You

Yours Sincerely



Priyadarshi Nanu Pany

Chief Executive Officer




Chief Engineer,
World Bank Projects, Odisha

Cybertech Software & Multimedia Pvt. Ltd.

An ISO 9001 : 2008 Certified

CSM Complex, STPI, CRPF Square, Bhubaneswar 751 012, Odisha, India.

Phone : 91 674 3012900, Fax : 91 674 2563791, e-mail : info@csmpl.com

www.csmpl.com

The Orissa Gazette



EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 60 CUTTACK, THURSDAY, JANUARY 15, 2009/PAUSA 25, 1930

No. 20115—EAR-(Cell) 26/08-W.

GOVERNMENT OF ORISSA

WORKS DEPARTMENT

RESOLUTION

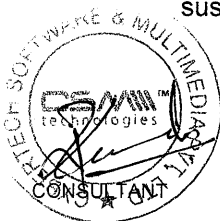
The 11th December 2008

The Government after careful consideration have been pleased to constitute a I.S.A.P. Steering Committee with the following members:—

- | | | |
|---|----|---------------------|
| 1. Development Commissioner- <i>cum</i> -Additional Chief Secretary,
Government of Orissa. | .. | Chairman |
| 2. Secretary to Government, Revenue & D. M. Department | .. | Member |
| 3. Secretary to Government, Commerce & Transport Department | .. | Member |
| 4. Secretary/Special Secretary to Government, Finance
Department. | .. | Member |
| 5. Secretary to Government, Rural Development Department | .. | Member |
| 6. Secretary to Government, Law Department | .. | Member |
| 7. Special Secretary (Plan), P. & C. Department | .. | Member |
| 8. E.I.C.- <i>cum</i> -Secretary to Government, Works Department | .. | Member |
| 9. Chief Engineer, World Bank Projects, Orissa | .. | Member
Convener. |

The role and responsibility of the I.S.A.P. Steering Committee is as follows :

- Discuss on the multi-modal transport issue
- Finalise and approve the State Road Policy
- Advise for devising suitable mechanism for financial arrangement in order to have sustainable funding for road maintenance .




Chief Engineer
World Bank Projects, Odisha

- (iv) Approve the list of Core Roads and recommend for provision of separate budget for the same
- (v) Review implementation of Governance and Accountability Action Plan (GAAP) for Works Department.
- (vi) Review Master Planning of roads
- (vii) Oversee the financial management and audit administration
- (viii) Review formulation of effective Road Safety Policy and give necessary guidance
- (ix) Review progress of private sector participation in the road sector infrastructure building
- (x) Resolving environmental issues in the road construction works
- (xi) Oversee efficient management of Core Road network
- (xii) Oversee comprehensive and efficient implementation of I. I. & I.C.I. support for P.W.D. roads.
- (xiii) Review actions to be taken for capacity building of local construction Industries
- (xiv) Review Procurement Policy through e-Procurement and road contracting
- (xv) Oversee Human Resources Development (H.R.D.) and suggest capacity building measures.

ORDER—Ordered that the Resolution be published in the *Orissa Gazette* and copies thereof be forwarded to all Departments of Government/all Heads of Departments.

By order of the Governor

S. K. RAY

E.I.C.-cum-Secretary to Government



The Orissa Gazette

EXTRAORDINARY
PUBLISHED BY AUTHORITY

No. 868 CUTTACK, FRIDAY, JUNE 4, 2010 / JAISTHA 14, 1932

No. 8023-EAP (Cell)-52/2009-W.

GOVERNMENT OF ORISSA

WORKS DEPARTMENT

RESOLUTION

The 27th May 2010

In partial modification of Works Department Resolution No. 20115-W., dated the 11th December 2008, the Government, after careful consideration, have been pleased to reconstitute ISAP Steering Committee under the Chairmanship of Development Commissioner/Additional Development Commissioner.

The membership of the Steering Committee as constituted in the aforesaid Resolution No. 20115-W., dated the 11th December 2008 and their role and responsibilities stipulated therein remain unchanged.

ORDER—Ordered that this Resolution be published in the *Orissa Gezettee* and copies thereof be forwarded to all Departments of Government / all Heads of Departments.

By order of the Governor

S. K. RAY

EIC-cum-Secretary to Government

Printed and published by the Director of Printing, Stationery and Publication, Orissa, Cuttack-10
Ex. Gaz. 429—193+100




Chief Engineer
World Bank Projects, Odisha

GOVERNMENT OF ORISSA
WORKS DEPARTMENT

RESOLUTION

No. 17040/W., Bhubaneswar, dated the 23 December, 2009
EAP(Cell)-52/2009

Government after careful consideration has been pleased to constitute an ISAP Working Group under the Chairmanship of EIC (Civil), Orissa with the following members.

- | | | |
|----|---|------------------|
| 1. | Chief Engineer, R.W-II | Member |
| 2. | Chief Engineer, RDQP, Orissa | Member |
| 3. | Chief Engineer (DPI & Roads), Orissa | Member |
| 4. | Chief Engineer (NHs), Orissa. | Member |
| 5. | Additional Transport Commissioner | Technical Member |
| 6. | Director, IT Department | Member |
| 7. | Chief Engineer (Buildings), Orissa | Member |
| 8. | Joint Secretary/Deputy Secretary,
Law Department | Member |
| 9. | Chief Engineer, World Bank Project | Member Convener |

The Working Group will interact with the Consultants and deliberate on their study report that relates to the following major components of ISAP.

- Organizational restructuring and functional strengthening.
- Human Resource Management and Staff Training.
- IT/ICT Strategy.
- Code Revision.
- Procurement Reform.
- Asset Management.

Besides the above, the ISAP Consultant will prepare study report on the following items.

- Road Policy
- Road Master Plan.
- Creation of Road Funding Options.
- Creation of Road Fund.
- Capacity Assessment for Construction Industries.
- Vehicle Axle Load Regulation & Management.
- Road Safety Policy.

The role and responsibilities of the ISAP Working Group are as follows.

- Development of clear realistic proposals which are actionable in short and medium term and meet the ISAP aims and objectives and fully readied for consideration by Government of Orissa.



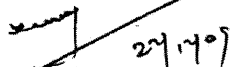

Chief Engineer
World Bank Projects, Odisha

- (ii) Consider specific actions and inputs in a consultative manner on planning and development of any new-up-graded system tools and process for OPWD implementation in order to achieve the aims of technical, operational or management improvement.
- (iii) Consideration of likely impacts on introduction of new process/system and technology in the work environment and transactional measures/actions to achieve the best results.
- (iv) Effective inter agency liaison in the Government of Orissa on environment or any significant matters associated with ISAP actions/Targets that may fall outside the OWD domain.
- (v) Formulate and update more details time based plans for final implementation of any specific ISAP action item.

ORDER

Ordered that this resolution be published in the Orissa Gazette and copies those of forwarded to all Departments of Government/all Heads of Department.

By order of Governor


(S. K. Ray)

EIC-cum-Secretary to Government

Memo No. 17041 / Date 23.12.09

Copy forwarded to the Director, Printing, Stationary and Publication, Orissa, Cuttack with a request to publish this resolution in an extra ordinary issue of Orissa Gazette. He is requested to send 100 copies of the resolution to Works Department at the earliest for necessary action at this end.

Memo No. 17042 / Date 23.12.09 Additional Secretary to Government

Copy forwarded to P.S. to Chief Minister, Orissa/P.S. to all Ministers for favour of information.

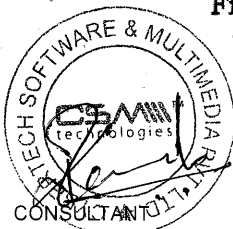
Memo No. 17043 / Date 23.12.09 Additional Secretary to Government

Copy forwarded to P.S. to Chief Secretary, Orissa/P.S. to D.C-cum-A.C.S., Orissa/All Departments of Government for information

Memo No. 17044 / Date 23.12.09 Additional Secretary to Government

Copy forwarded to EIC (Civil), Orissa/all Chief Engineers of Works Department/all officers of Works Department/20 spare copies for Guard File for information and necessary action.


Additional Secretary to Government




Chief Engineer
World Bank Projects, Odisha