

GOVERNMENT OF NAGALAND  
MOTOR VEHICLES DEPARTMENT  
OFFICE OF THE TRANSPORT COMMISSIONER  
KOHIMA – 797004, NAGALAND.  
E-mail: [commrtrans-ngl@nic.in](mailto:commrtrans-ngl@nic.in)

TC/PRO-2/IRTS/2021/ 1781-82

**REQUEST FOR PROPOSAL**  
**Nagaland, 27<sup>th</sup> June, 2025.**

In pursuance of the approval conveyed by the Government vide letter **No. TPT/MV/06/25/37** dated **20<sup>th</sup> June, 2025**, the Motor Vehicles Department, Government of Nagaland, seeks proposals from intending reputed Firms / Agency/ Company for **Selection of a Consultant for Providing PMU and Consultancy Service for developing an Integrated Road Safety Solution in the State of Nagaland.**

SL No.	Name of RFP
1.	Selection of a Consultant for Providing PMU and Consultancy Service for Developing an Integrated Road Safety Solution in the State of Nagaland

The detailed Request for Proposal (RFP) documents containing information on eligibility, dates and timelines required formats etc. shall be available on the website <https://mvdnagaland.in/> from 28.06.2025 onwards.

Sd/-  
ELIAS T. LOTH  
Transport Commissioner  
Motor Vehicles Department.

REQUEST FOR PROPOSAL

MOTOR VEHICLES DEPARTMENT NAGALAND

SELECTION OF A CONSULTANT FOR  
PROVIDING PMU AND CONSULTANCY SERVICE  
FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION  
IN THE STATE OF NAGALAND

RFP No.: 01/2025, Kohima, dated 27/06/2025

Motor Vehicles Department  
Kohima Nagaland – 797004

## 1. SECTION -1 PROJECT BRIEF

Government of Nagaland, Motor Vehicles Department (MVD) intends to appoint the consulting firm to develop an integrated road safety solution for the State of Nagaland (Kohima, Dimapur and Chumukedima) and to enhance road safety through a combination of advanced technologies, improved infrastructure, and effective traffic management systems.

The PMU and Consultancy will be responsible for maximizing road safety measures and optimizing the use of advanced technology. The goal is to create a comprehensive, technology-driven, and sustainable road safety solution that will improve transport infrastructure and overall mobility in the State. The Consultant will be assisting in accessing funding from various sources such as Government of India, Public-Private Partnership (PPP), and multilateral funding agencies (MLFA) to ensure the successful implementation of this transformative project.

Components are as under:

### 1) **Infrastructure Development & Technology Integration:**

- **Solar Powered Street Lighting & CCTV Surveillance:** Installation of weather-resistant LED lighting, CCTV with motion tracking, face recognition, and violation detection.
- **Efficient Parking Management:** Integrate advanced detection for empty parking spots, parking violation alerts, license plate recognition for improved traffic flow and law enforcement.
- **Solar Powered Community Parking Units for vehicles at Kohima and Dimapur.**
- **Multi-functional Digital Road Signage:** Provide real-time digital signs for traffic updates, weather forecasts etc.
- **Intelligent Transport Solutions for Nagaland State Transport (NST):** Introduce Unmanned Aerial Vehicles (UAVs) for traffic monitoring, patrolling, search and rescue operations
- **Body Camera:** Introduction of Body Camera for Traffic Police for enhanced transparency and accountability
- **Establishment of New Transport Offices:** Construct Regional Transport Office (Kohima) & District Transport Office (Zunheboto)
- **Weight Bridge & Pollution:** Testing at Toll Gates establish integrated toll gate at Jharnapani, Dimapur, for weight checks and pollution testing.
- **Centre for Transport & Road Safety**

### 2) **Emergency & Roadside Assistance Services:**

- **Emergency Rescue & Medical Services:** Improved emergency response with rescue vehicles, trained staff, and trauma center upgrades.
- **Mobile Vehicle Testing/Repairing Units:** Set up roadside assistance units for vehicle inspections and breakdown services.
- **Highway Ambulance:** Deployment of Highway Ambulance for quick emergency response and accident management.
- **Wayside Amenities Points:** Development of hubs with dormitories, food, medical facilities, parking, vehicle services, and emission testing

3) **Road Safety & Driver Training Initiatives:**

- **Automated Driving Test Track:** Establishment of ADTT centers across district headquarters for transparent driving tests with real-time grading.
- **Govt. Certified Driving Schools & Training Institutes:** Establish driving schools throughout the State for road safety and driving skill development.
- **Public Awareness Campaigns:** Conduct workshops and awareness programs on road safety.

**2. SECTION -2: INVITATION AND SCHEDULE OF BIDDING PROCESS**

**2.1** Motor Vehicles Department, Government of Nagaland (GoN) (hereinafter referred to as the Authority”) intends to appoint a Consultant for providing PMU and Consultancy Service to create a comprehensive, technology-driven, and sustainable road safety solution that will improve transport infrastructure and overall mobility in the State.

Consultant should be experienced in creating projects, wherein there is a provision of organizing the funding. Consultant will work in close coordination with Department for identifying projects & proposals for seeking the consent to proceed ahead. Projects / Plans that are approved by the Department will only be getting into the stage wherein preparation of DPRs, Bids, Bid process Management, advisory services and coordination with Ministries /Other funding agencies for securing funds/grants. The Consultant will also create an opportunity to structure the projects that have PPP component also as & if suitable for the project.

**2.2** The Authority intends to promote development of project in the State of Nagaland. The Authority would also endeavor to avail funding from varied sources, CSS's, grants & loans from Government of India, funding agencies, multi-lateral and bi-lateral agencies for such projects in Nagaland.

**2.3** The Authority intends to select and appoint a consultant for providing PMU and Consultancy Service having sectoral experts with specific skills and experiences for providing the services described in the scope of services in this RFP.

**2.4** The Authority would endeavor to adhere to the following schedule:

Event Description	Scheduled Date
Tender publishing	28/06/2025
Pre-bid meeting	07/07/2025 at 11:00am
Last date and time of receiving Pre-bid queries	21.07. 2025 up to 15:00 Hrs.
Submission of Proposals (Bids)	This should be submitted physically by 18.07.2025
Opening of Technical Proposals	21.07. 2025 at 16:00 Hrs. or thereafter
Technical Presentation	Shall be intimated later
Opening of Financial Proposals	Shall be intimated later
Validity of Proposals	180 days of Proposal Due Date

## 2.5 PRE-BID MEETING

The date, time and venue of the Pre-bid meeting shall be as indicated above at the Directorate of Motor Vehicles Department, New Capital Complex, Kohima- 797004, Nagaland

## 2.6 COMMUNICATIONS

2.6.1 All communications including the submission of the Proposal should be addressed to:

ATTN. OF: The Transport Commissioner  
Motor Vehicles Department, Government of Nagaland  
New Capital Complex  
Kohima- 797004, Nagaland  
TEL NO: 0370-2270373 / 9436011036(M)  
E-MAIL: [commrtrans-ngl@nic.in](mailto:commrtrans-ngl@nic.in)

2.6.2 The Official Website of the Authority is: <https://mvdnagaland.in/>

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

**"SELECTION OF A CONSULTANT FOR PROVIDING PMU AND CONSULTANCY SERVICE FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION IN THE STATE OF NAGALAND"**

## 3. SECTION - 3 INSTRUCTIONS TO BIDDERS

- i. Each Bidder shall submit a maximum of one (1) Proposal for the Assignment in response to this RFP document. Any Bidder who submits more than one Proposal for the Assignment shall be disqualified.

### 3.1 BID PROCESS

- i. The Authority intends to adopt a QCBS bidding process for selection of the firm for CONSULTANT for this Assignment. The Proposal would be evaluated on the basis of the evaluation criteria set out in this RFP document in order to identify the successful Bidder ("Successful Bidder"). The Successful Bidder is required to enter into a Consultancy Agreement with the Authority and the draft of the same is set out in **Schedule B**. The fees shall be paid to the Consultant by the Authority in the manner as set out in the Draft Consultancy Agreement.
- ii. At any time prior to the Proposal Due Date, The Authority may, for any reason, whether at its own initiative or in response to clarifications requested by any Bidder, modify the RFP document by the issuance of Addenda, or amendment.
- iii. The Proposal shall remain valid for a period not less than 180 days from the Proposal Due Date (Proposal Validity Period). The Authority reserves the right to reject any Proposal, which does not meet this requirement.

### 3.2 MINIMUM ELIGIBILITY CRITERIA

Bidders must read carefully the minimum conditions of eligibility (the "**Conditions of Eligibility**") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

To be eligible for evaluation of its Proposal, the Bidder shall fulfil the following:

- i. The Bidder should be a Company/ Firm/ LLP / PSU registered in India with a track record of providing consulting/ advisory services for at least 5 months as on March 31, 2025. Proof of incorporation should be submitted.

- ii. The Bidder should not have ever been blacklisted by Government or Central Govt./State Govt./PSU/Governmental Agency/Govt. Department. Submit supporting documents/declaration on company's letter head.
- iii. The Bidder should have an average annual turnover of INR 10 crores from consulting/advisory services in last 3 years. (2022-23, 2023-24 and 2024-25)
- iv. The audited copy of the financial Statements should be submitted.
- v. The Bidder should have experience of handling at least one Project involving seeking of funds as Consultant/TA in North-East India.

### **3.3 OPENING OF TECHNICAL PROPOSAL**

Only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated.

### **3.4 EARNEST MONEY DEPOSIT (EMD)**

- 3.4.1 Proposal should necessarily be accompanied by Earnest Money Deposit of an amount of Rs. 1,00,000/- (Rs. One Lakh only) in the form of a Demand Draft in favour of The Transport Commissioner, Motor Vehicles Department, Government of Nagaland of any scheduled bank, payable at Kohima.

*(Exemption from payment of earnest money to registered MSMEs on submission of MSME certificate from competent authority)*

- 3.4.2 EMD shall be returned to the unsuccessful Bidders within a period of two (2) weeks from the date of signing of consultancy Agreement between the authority and the Successful Bidder without any deduction through Demand Draft/Bank Transfer. EMD submitted by the Successful Bidder shall be retained and adjusted against Performance Security Deposit.

- 3.4.3 EMD shall be forfeited in the following cases:

3.4.3.1 If any information or document furnished by the Bidder is found to be misleading or untrue in any material respect; and

3.4.3.2 If the successful Bidder fails to execute the Consultancy Agreement within the time, stipulated in the Letter of Award or any extension thereof provided by the authority.

### **3.5 The roles, responsibilities and broad scope of work of a consultant are set out in Schedule**

A. The scope of services may be extended on mutually agreed fees, terms and conditions.

### **3.6 CLARIFICATIONS**

A prospective Bidder requiring any clarification on the RFP document may notify the authority in writing to the address as specified in the RFP. The Bidders should send in their queries latest by the last date for receiving queries mentioned in the Schedule of Bidding Process.

#### **Format and Signing of Proposal:**

The Bidder is required to provide all the information as per this RFP document. The authority shall evaluate only those proposals that are received within the time, in the required format and are complete in all respects. Each Proposal shall comprise the following:

### **3.7 DETAILS OF SUBMISSIONS:**

#### **3.7.1 Part I Submission**

- a) Covering letter in the format set out in **Appendix A**
- b) Details of the Bidder in the format set out in **Appendix B**
- c) Power of Attorney as per **Appendix C**, authorizing the signatory of the Proposal to submit the proposal.
- d) Technical Proposal comprising
  - i. Approach and methodology In **Appendix D**
  - ii. Financial capacity of the Bidder in **Appendix F**
  - iii. Earnest Money Deposit in the manner described herein

#### **3.7.2 Part II Submission**

- a) Financial proposal in the format as set out in **Appendix G**
- b) The Financial Proposal shall be quoted as monthly fixed fees and success fee as percentage of project cost which shall be payable to the Consultant as per the payment schedule in this RFP
- c) The Financial Proposal shall be exclusive of Goods and Service Tax
- d) Client viz. Commissionerate of Motor Vehicles Department will provide the following:
  - i. Government departments data, ground reports in terms of data, surveys, others & govt. approvals

3.7.3 Financial Proposal shall not include Goods & Service Tax, Cess, Surcharge levied on such services which shall be reimbursed by the authority at the then prevailing rate. Income tax as applicable shall be deducted at source from every payment towards fees.

3.7.4 The Proposal documents shall be printed, and each page shall be initialed by the authorized signatory of the Bidder. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal.

### **3.8 SUBMISSION OF PROPOSAL**

3.8.1 The bid documents shall be physically submitted in the office of Transport Commissioner, Motor Vehicles Department, Nagaland: Kohima.

3.8.2 If the proposals are not as instructed above, the authority assumes no responsibility for the misplacement or premature opening of the contents of the Proposal submitted and such Proposal, may, at the sole discretion of the authority, be rejected.

3.8.3 The Bidder is expected to examine carefully the contents of all the documents provided. Failure to comply with the requirements of RFP shall be at the Bidder's own risk.

3.8.4 It shall be deemed that prior to the submission of the Proposal, the Bidder has:

- a. made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document.
- b. received all such relevant information as it has requested from the authority and
- c. made a complete and careful examination of the various aspects of the Projects for which the PMU and Consultancy services are to be provided.

3.8.5 The Authority shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

3.8.6 Bidding in consortium shall not be allowed.

### **3.9 PROPOSAL DUE DATE**

- 3.9.1 Proposals should be submitted within the time as mentioned in the Schedule of Bidding Process, physically at the address and in the manner and form as detailed in this RFP document. Proposals submitted by either facsimile transmission or telex will not be accepted.
- 3.9.2 The Authority may, at its sole discretion, extend Proposal Due Date by issuing a corrigendum.

### **3.10 OPENING OF PROPOSALS AND CLARIFICATIONS**

- 3.10.1 The Authority would open the Technical Proposals on date of opening as mentioned in the Schedule of Bidding Process for the purpose of evaluation. The Part II Submission of the shortlisted Bidders shall be opened after intimation of the date, time and venue of such opening in presence of Bidders or their representatives, who choose to remain present.
- 3.10.2 The Authority reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- 3.10.3 To facilitate evaluation of Proposals, the authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.
- 3.10.4 If the rate quoted by a bidder is found to be either abnormally high / low or due to unethical practices adopted at the time of bidding process, such bids shall be rejected.

## **4 SECTION-4 EVALUATION**

- 4.1 The criteria for eligibility, qualification, evaluation and selection of Bidders are set out in the RFP.
- 4.2 As part of the evaluation, the Part I Submission shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document.
- 4.3 The Part I Submission would be considered responsive if it meets the following conditions:
- it is received by the Proposal Due Date including any extension thereof.
  - it is signed, stamped on each page and file names assigned as specified in Clause 3.8
  - it contains all the information and documents including EMD as requested in the RFP.
  - it contains information in formats specified in this RFP.
  - it provides information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by the authority without communication with the Bidder). The authority reserves the right to determine whether the information has been provided in reasonable detail.
  - There are no inconsistencies between the Proposal and the supporting documents.
- 4.4 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- which affects in any substantial way, the scope, quality, or performance of the Assignment, or
  - which limits in any substantial way, the proposal the authority's rights or the Bidder's obligations under the Agreement, or
  - which would affect unfairly the competitive position of other Bidders presenting



substantially responsive Proposals.

4.5 The responsive Proposals shall be evaluated as per the criteria set out in the RFP.

4.6 Quality Cost Based Selection (QCBS) method would be adopted for selection of Consultant for the Assignment, which has been more fully described in this RFP document.

4.7 In case there are two or more Bidders obtaining the highest Composite Score, the bidder with the highest technical score will be selected, as stated in the Manual for Procurement of Services.

4.8 The authority reserves the right to reject any proposal, if:

- a. at any time, a material misrepresentation is made or discovered; or
- b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

4.9 Notwithstanding anything contained in this RFP, the authority reserves the right to accept or reject any Proposal, or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment.

4.10 The Part I Submission of the Proposal would first be checked for responsiveness with the requirements of the RFP (Stage I Evaluation).

4.11 The evaluation of the Part II Submission would be taken up only after the contents of the Technical Proposal are found to meet the requirements of this RFP. The authority reserves the right to reject the Proposal of a Bidder without opening the Part II Submission if, in its opinion, the contents of Part I Submission are not substantially responsive with the requirements of this RFP.

4.12 The Technical Proposal would be evaluated on the various aspects set out in the RFP. As part of the evaluation of the Technical Proposal, the authority may also request the Bidder to submit clarifications.

## 5 SCORING METHODOLOGY: TECHNICAL PROPOSAL

5.1 The total maximum point for evaluation of Technical Proposal is 100 marks.

5.2 The proposals submitted by the consultants would be evaluated and scores would be assigned based on the parameters set out in the table below.

5.3 Opening of Technical proposal and evaluation.

5.4 In this stage, only the technical proposals of the bidders will be opened and screened for eligibility and only eligible proposals will be evaluated on the basis of the following score card.

5.5 In the first stage, the Technical Proposal will be evaluated on the basis of Bidder's experience and the qualifications and relevant experience of Key Personnel. Only those Bidders whose Technical Proposals score 60 marks or more out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score ( $S_T$ ).

5.6 The Scoring Criteria to be used for Evaluation (Technical Evaluation Criteria) will be as follows:

- a) **Firm's Experience** – 70 Marks
- b) **Technical Presentation** – 30 Marks
- Total** – 100 Marks

Technical Evaluation Criteria			
S. No.	Criteria	Max Marks	Document/ Evidence Required
<b>A. Relevant experience of the bidder</b>		<b>70 Marks</b>	
1	Financial strength: Average annual turnover from consulting/advisory services within the last three Financial Years ( <b>FY 2022-23, FY 2023-24, FY 2024-25</b> ): <ul style="list-style-type: none"> <li>• INR 10 crores – &lt;INR 12crores – 5 marks</li> <li>• More than INR 12 crores – 10 marks</li> </ul>	Total 10 marks	i. Turnover certificate ii. Audited copy of the financial Statements
2	Firms having Pan India presence <ul style="list-style-type: none"> <li>• Office in 2 states/UTs = 5 marks</li> <li>• Office in more than 5 states/UTs = 10 marks</li> </ul> [Firms having Pan India presence will be awarded additional marks, as exposure to diverse projects across various States enhances the bidder's ability to address region-specific challenges and apply best practices from other States, thereby enriching project outcomes] (Office presence should be minimum 1 year before the tender advertisement)	Total 10 marks	Copy of Lease / Rent Agreement / telephone, electricity bill
3	The Bidder shall have acted as a PMC/PMU/PMS/TA in India. The marks will be based on PMC/PMU/PMS/TA total project value done under single contract of work and allotment of marks shall be as follows: <ul style="list-style-type: none"> <li>• More than Rs. 1000 Cr of total Project Value- 20 marks</li> <li>• Up to 1000 Cr of total Project Value-15 marks</li> <li>Up to Rs. 500 Cr of total Project Value-10 marks</li> </ul>	Total 20 marks	Copy of work Order/ agreement
4	Following ISO certification required, registration minimum 1 year prior to tender date: ISO 37101:2016 IS/ISO 9001:2015 ISO 14001:2015 ISO/IEC20000-1:2018 ISO 31000:2018 ISO 26000:2010 <ul style="list-style-type: none"> <li>• Any 2 certifications - 2mark</li> <li>• Any 3 certifications - 4 marks</li> <li>• Any 4 certifications - 6 marks</li> <li>• Any 5 certifications - 8 marks</li> <li>Above all certifications - 10 marks</li> </ul>	Total 10 marks	Copy of relevant certificates

5	<p>Experience in sanction/release of grants; loans; under schemes /multi-lateral funding agencies/ plans of Ministries of Government of India for Projects in Northeast Region as Consultants/PMU/TA:</p> <ul style="list-style-type: none"> <li>• INR 30 cr- &lt; INR 50 Cr = 5 marks</li> <li>• INR 50 cr- &lt; INR 80 Cr = 10 marks</li> <li>• INR 80 cr- &lt; INR 100 Cr = 15 marks</li> </ul> <p>INR 100 Cr and above = 20 marks</p>	Total 20 marks	Copy of Sanction / Release Order with amount along with client agreement of same project
<p><b>B. Technical Presentation</b> on Approach and methodology for the assignment including the assessment of the relevant skills and experience of the team for the assignment.</p> <p>a) Approach and Methodology</p> <p>b) Work Plan based on Terms of Reference Presentation</p>		<b>Total 30 marks</b>	
<b>Total</b>		<b>100 Marks</b>	

- (i) The Bidder is required to achieve a minimum score of 60 marks in their technical proposal.
- (ii) Evaluation of Financial Proposal: Only those Bidders whose Technical Proposals score at least 60 marks out of 100 shall qualify for further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST) (**"Technically Qualified bidders"**).
- (iii) Financial bids of only the Technically Qualified bidders shall be opened for evaluation. Each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost in the Financial Proposal will be considered. The Authority will determine whether the Financial Proposals are complete and unconditional. The cost in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:  

$$SF = 100 \times FM/F$$

{F=amount of Financial Proposal}

  - (a) Combined and final evaluation
    - Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:  

$$S = ST \times TVV + SF \times FW$$

Where S is the combined score, and TVV and FW are weights assigned to Technical Proposal and Financial Proposal that shall be 0.80 and 0.20 respectively.
- (iv) Selection of Successful Bidder: Final ranking of all proposals shall be done with a weightage of 80:20. Weightage of 80% shall be given to technical competence and 20% to the fee quoted in the financial proposal.
- (v) Evaluation of adequacy of the proposed work plan and methodology in responding

to the TOR setting out understanding and appreciation of the TOR and implementation approach.

This will be evaluated from the 'proposed work plan and methodology, submitted by the bidders as part of their Technical Proposals and by evaluation of a presentation. The presentation should cover the following aspects:

- a) Background and core competency of the organization
- b) Proposed work plan and methodology in responding to the TOR setting out understanding and appreciation of the TOR and implementation approach

It may be noted that only those bidders shall be invited for presentation who will qualify as eligible under the eligibility conditions mentioned in this RFP

(vi) Award of Consultancy

- i. In the event of acceptance of the Proposal of the Preferred Bidder with or without negotiations, the authority shall declare the Preferred Bidder as the Successful Bidder. The Authority will notify the Successful Bidder through a Letter of Acceptance (LoA) that its Proposal has been accepted.
- ii. The Successful Bidder shall execute the Consultancy Agreement within one week of the issue of LoA or within such further time as the authority may agree to in its discretion. Failure of the Successful Bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the LoA and forfeiture of the EMD. In such an event, the authority reserves the right to:
  - a. Either invite the next best Bidder for negotiations; or
  - b. Take any such measure as may be deemed fit in the sole discretion of the authority, including annulment of the bidding process.

The selected Consultancy shall sign the agreement and deploy the on-ground team members for this assignment within 15 days from the date of letter of award.

**1. AUTHORITY'S RIGHT TO ACCEPT ANY BID, AND TO REJECT ANY OR ALL BIDS**

The Authority reserves the right to, without limitation, without incurring any obligation or liability vis-à-vis any Bidder and without expressing any cause or reason thereof, at any time and its sole discretion to independently verify, disqualify, reject and/or accept any and all Bids or other information and /or evidence submitted by or on behalf to and/or in connection with the bidding process.

The Authority reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all documents submitted and specifically, EMD, shall be promptly returned to the Bidders.

**COVERING LETTER**  
**(On the Letterhead of the Bidder)**

**Date:**

The Transport Commissioner,  
Motor Vehicles Department,  
Government of Nagaland,  
Kohima

Subject: Selection of a Consultant for Providing PMU and Consultancy Service for Developing an Integrated Road Safety Solution in the State of Nagaland

Dear Sir,

Being duly authorized to represent and act on behalf of..... (Hereinafter referred to as "the Bidder") and having reviewed and fully understood all the Proposal requirements and information provided and collected, the undersigned hereby submits the Proposal on behalf of ..... (Name of Bidder) for the captioned Project with the details as per the requirements of the RFP, for your evaluation. We confirm that our Proposal is valid for a period of 180 days from the Proposal Due Date.

1. It is hereby agreed confirmed that –

- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects, and we agree to the terms of the proposed Agreement, a draft of which also forms a part of the RFP document provided to us.
- b. that in the preparation and submission of our Proposal. we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

Yours faithfully,

For and on behalf of (Name of Bidder)

Duly signed by the Authorized Signatory of the Bidder

(Name, Title and Address of the Authorized Signatory)

Seal of the Bidder

**DETAILS OF BIDDER  
(On the Letter Head of the Bidder)**

1. (a) Name of Bidder
  - (b) Address of the registered and corporate office(s)
  - (c) Date of incorporation and commencement of business
  - (d) Company Registration no.
2. Details of individual(s) who will serve as the point of contact / communication for the authority with the Bidder:
  - i. Name
  - ii. Designation
  - iii. Company/Firm
  - iv. Address
  - v. Telephone number
  - vi. E-mail address
  - vii. Mobile number

**Note:**

Notarized copies of following documents to be enclosed:

- i. PAN
- ii. Certificate of incorporation and commencement of business or certificate of registration

**POWER OF ATTORNEY**  
**(On Stamp Paper of relevant value)**

Know all men by these presents. We..... (name and address of the registered office) do hereby constitute, appoint, and authorize Mr. / Ms..... (name and residential address) who is presently employed with us and holding the position of .....as our attorney, to do in our name and on our behalf, all such acts' deeds, and things necessary in connection with or incidental to our Proposal for **"SELECTION OF A CONSULTANT FOR PROVIDING PMU AND CONSULTANCY SERVICE FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION IN THE STATE OF NAGALAND"** including signing and submission of all documents and providing information/ responses to the authority in all matters in connection with our Proposal for the said Assignment.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the ..... Day of.....2025

Accepted

For .....

..... Signature)

(Name, Title and Address of the Attorney)

Date.....

(Name and designation of the person(s)

signing on behalf of the Bidder

**Note:**

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. Copy of such document should be submitted along with the power of Attorney.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

**APPROACH AND METHODOLOGY STATEMENT**



### Particulars of Team Members

Following are **Key Personnel as and when required** for the assignment:

S. No.	Key Personnel	Experience
<b>COORDINATION TEAM (3-5 years of Experience)</b>		
1	Team Leader	Master's degree in business administration  Experience with planning & implementation of projects, management of project team, Coordination with government team, stakeholders, vendors, etc.
2	Project Manager	MBA (Finance and Marketing)  Experience in marketing & development projects, coordination with officials and coordinate foreign engagements
3	Project Planner	Bachelor's of Architecture & Planning  Experience in urban development. Skilled in master planning, design coordination, regulatory approvals, and project execution.
4	Project Coordinator (2)	Bachelors in any field  Experience in multitasking and coordination.

<b>SUBJECT MATTER EXPERT (SME) TEAM (5-15 years of experience) (as and when required)</b>		
1	Project Director	Master's degree in urban planning, Bachelor's in architecture Cumulative experience in Concept Design & Planning and Architectural Design, Estimation of works.
2	Transport Planner	Bachelor's/Master's Degree in Transport planning, or related field  Experience in planning & designing integrated architecture and transport infrastructure projects
3	Transportation Engineer	Bachelor's/Master's Degree in Civil Engineering, Transport Engineer or related field  Experience with demonstrated success in managing large-scale transportation projects with a focus on sustainable practices
4	Finance Expert	Postgraduate from Reputed Institute.  He / She should have experience in developing, structuring and managing financial services in India

5	PPP Expert	Graduate/Postgraduate from Reputed Institute. He / She should have experience in project structuring, financial modeling, and policy advisory
6	Legal Expert	Graduate/Postgraduate from any university/institution He/ She should be associated with corporate sector & have legal expertise.
7	Traffic Engineer	Bachelor's/Master's in Civil Engineering or related field Expertise in traffic operations, circulation studies, traffic signal operations, network & corridor optimization, safety studies and safety audits, crash and conflict analysis
8	MEP Expert	Bachelor's/Master's in Technology Experience in Mechanical, Electrical and Plumbing systems, building efficiency, safety and sustainability.
9	Community Engagement Expert	Graduate in social works and related filed He/She has the expertise in relevant field.
<b>MANAGEMENT TEAM (20-30 years of experience) (as and when required)</b>		
A team of 4-5 senior most members with 20 to 30 years of experience of working / dealing with Government. Exposure of securing & managing mega budget projects with funding model thru private investors or government sponsored schemes. The team will convene once a month or more frequently, if required.		

**Coordination Team** will be deployed for 24 months (full-time) and be responsible for coordination, day routine workings, gap assessment, preparation of an integrated project charter and linking it to specific schemes, preparation of any communication plan, develop comprehensive plans including scope, timelines, milestones etc. The team should be able to communicate in local language.

**Subject Matter Experts** will be responsible for Strategic planning and conceptualizing of projects, preparation of budget estimates, assist in conducting surveys, studies, preparation of PPR & DPR, bid process management, engaging executing agencies, handling all technical aspects of the project.

**Management Team** will be responsible for financial planning and securing necessary funds, coordination with ministries, funding agencies & private investors, obtaining approvals & sanctions for project funding.

**FINANCIAL CAPACITY**  
**(Rs. In Crores)**

Name of the Company	Annual turnover of the company			Net Worth for Proceeding FY
	FY 2024-25	FY 2023-24	FY 2022-23	

All bidders shall provide the details in the format given above and shall be duly certified by the statutory auditors of the bidder.

In case the Bidder doesn't have a Statutory Auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Bidder.

Bidder shall upload the Balance sheet for substantiating the same.

Signature of Statutory Auditor/Chartered Accountant

Seal & Signature of Authorized Signatory

**FORMAT FOR FINANCIAL PROPOSAL****Form FIN 01**

(On the letterhead of the Bidder)

[Location, Date]

FROM: [Name of Consultancy]

.....  
 .....  
 .....

To  
 The Transport Commissioner  
 Motor Vehicles Department  
 Government of Nagaland  
 Kohima

Dear Sir,

**SUBJECT: SELECTION OF A CONSULTANT FOR PROVIDING PMU AND CONSULTANCY SERVICE FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION IN THE STATE OF NAGALAND**

We, the undersigned, having gone through this RFP document and Draft Consultancy Agreement and having fully understood the scope of services, as set out in this RFP document, offer to provide the consulting services for the above in accordance with your RFP.

Particulars	Amount / % (In figures)	Amount/ % (In words)
Monthly PMU Charges		
% of the Approved Project Cost		

- We confirm that our Financial Proposal is FINAL in all respects and contains NO conditions.
- Our Financial Proposal shall be binding upon us, subject to any modifications resulting from contract negotiations, up to the expiration of the validity period of the Proposal.
- We understand that Income Tax shall be deducted at source as per applicable laws
- We understand that if a case of difference in amount quoted in figures and words, the lower value would be considered for evaluation.

Yours sincerely

Authorized Signature

Name and Title of Signatory

Name of Firm:

Seal of Firm:

Address

## **SCHEDULE A**

### **TERMS OF REFERENCE**

#### **1 PROJECT OBJECTIVES**

The primary aim of the project is to provide the Motor Vehicles Department, Government of Nagaland with specialized consulting services, to maximize road safety measures and optimize the use of advanced technology. The goal is to develop a comprehensive, technology-driven, and sustainable road safety solution that will improve transport infrastructure and overall mobility in the State.

##### Objective:

- Ensure safe and seamless travel for citizens, passengers, and tourists.
- Reduce traffic injuries and fatalities through enhanced road safety measures
- Strengthen traffic rule enforcement and monitoring.
- Improve vehicular mobility and minimize congestion.
- Boost trade, commerce, and productivity with better transport infrastructure.
- Enhance security for vehicles, occupants, and pedestrians.
- Integrate advanced technology for enhanced traffic management.
- Capacity Building

#### **2 SCOPE OF WORK**

##### I. PMU Scope of Work: -

- Assisting in project planning, conceptualization, and integration with relevant schemes.
- Conducting feasibility studies, market analysis, and economic impact assessments.
- Developing a framework for sustainability interventions.
- Supporting stakeholder management and coordination.
- Assisting in bid document preparation and bid process management.
- Supporting capacity building and knowledge transfer for local stakeholders.
- Developing awareness programs and branding strategies to attract funding and sponsorships.
- Enhancing market outreach to encourage national and international participation.
- Formulating strategies to engage government, private investors and sponsors.
- Assisting in the development of knowledge materials and reports.

Once all the planning and conceptualisation of the project is completed by the PMU then the PMU cum Consultant will assist the department in the mobilisation of funds through the Ministry of Road, Transport & Highways (MoRTH) and other GOI funding, multi-lateral funding agencies (MLFA), NGO/NPO, Funding institutions, PPP and other sources.

## II. Consulting Services: -

Upon approval of the concept proposal and land allocation, the Consultant will act as the Management Consultant.

The Consultant's role will cover:

### **1) Conceptualization:**

- Develop an integrated roadmap, linking initiatives to government schemes.

### **2) Technical & Infrastructure Advisory**

- Guidance on Intelligent Transport Systems, CCTV surveillance, smart parking, and digital road signage.
- Support for establishing Regional & District Transport Offices, weight bridges, and pollution testing units.
- Developing PPR and DPR

### **3) Funding & Stakeholder Coordination**

- Assist in securing funds through Ministry of Road Transport & Highways and other GoI schemes, PPP models, and multilateral agencies.
- Facilitate approvals and coordination with ministries and regulatory bodies.

### **4) Emergency Response & Road Safety Initiatives**

- Develop strategies for highway ambulances, trauma care, and roadside assistance.
- Establish Automated Driving Test Tracks & driver training programs.
- Design public awareness campaigns on road safety.

The Consultant will ensure seamless project execution from concept to commissioning, including coordination with stakeholders and facilitation of funding.

## **3 GENERAL TERMS**

- i) Detailed description of the objectives, scope of services, Deliverables and other requirements relating to this Consultancy are specified in this RFP. The manner in which the Proposal is required to be submitted, evaluated and accepted is explained in this RFP.
- ii) The total duration for the engagement of the Agency shall be for a period of 24 Months extendable by another 12 months depending upon mutually agreed terms and conditions.
- iii) The Consultant shall perform the services and carry out its obligations 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 method.
- iv) The Consultant shall always act, in respect of any matter relating to the Contract or to be Services, as faithful advice to the Motor Vehicles Department, and shall at all times support and safeguard the Motor Vehicles Department's legitimate interests.
- v) The Consultant shall hold the Department interest paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interest.

#### **4 Payment Schedule**

- A. **Programme Management Unit:** The fixed amount as approved in the tender would be payable of monthly basis. Consultant will submit the bill by 25th of every month & the payment will be released by 30th of same month so that PMU team members are paid on or before 5th of next month.
- B. **Success Fee:** The percentage fee as approved in the tender would be paid once Department has approved the Identification of funding\* avenues, handholding of department during the funding\* process of project. Fee would be paid on the approval of funds.

**Note:** Funding\* will be considered as Inflow of funds/investment may be in any form whatsoever or in the form of funding, soft loan, credit line, grants, aids, gifts, charity, donation, loans, private equity, private public partnership, barter where fair market value will be assumed to the deal value or any other financial means.

## SCHEDULE B DRAFT AGREEMENT FOR APPOINTMENT OF CONSULTANT DRAFT

### CONSULTANT AGREEMENT

AGREEMENT FOR APPOINTMENT OF A CONSULTANT FOR PROVIDING PMU AND CONSULTANCY SERVICE FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION IN THE STATE OF NAGALAND

THIS AGREEMENT ("Consultancy Agreement") is made on the \_\_\_\_ this day of \_\_\_\_ 2025 at Nagaland.

#### BETWEEN

Motor Vehicles Department, Government of Nagaland (herein after referred to as the "**Authority**" or the "**First Party**" which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors and assigns) of one part

#### AND

----- Firm having its registered office at----- (hereinafter referred to as the "consultant" or the Second Party") which expression shall, unless it be repugnant or meaning thereof, include its administer, successors and permitted assigns) of the other part

The above-mentioned parties of the FIRST and SECOND part, are collectively referred to as the "Parties" and each is individually referred to as a "Party".

#### WHEREAS

- A. The Authority vide its Request for Proposal No \_\_\_\_ dated \_\_\_\_ for appointment of consultant (herein after called the "**Consultancy**") for APPOINTMENT OF A CONSULTANT FOR PROVIDING PMU AND CONSULTANCY SERVICE FOR DEVELOPING AN INTEGRATED ROAD SAFETY SOLUTION IN THE STATE OF NAGALAND had invited Bid/Proposal for the Project. (Herein after called the "**Project**").
- B. The Consultant submitted its proposal for the aforesaid work, whereby the Consultant represented to the Authority that it had the required professional skills, and in the said proposal the Consultant also agreed to provide the services to the Authority on the terms and Conditions as set forth in the RFP and this Agreement; and
- C. The authority, on acceptance of the aforesaid proposal of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated \_\_\_\_ (the "LOA") and
- D. The Consultant covenants to undertake the Assignment as set forth in the Terms of Reference (As in the Schedule A, herein after referred to as "**the Services**") and to perform, fulfil, comply with and observe all and singular provision, conditions and requirements of this Agreement by deploying dedicated personnel with specified qualification, experience and skill sets.
- E. In consideration thereof, the Authority will pay to the consultant the fee (hereinafter referred to as "the Fee" as in Appendix G and will perform fulfil, comply with and observe all singular provision.
- F. In pursuance of the LOA, the Parties have agreed to enter into this Agreement.



## CONDITIONS OF CONTRACT

### 1. GENERAL

#### 1.1 Definitions and interpretation

**1.1.1** The words and expressions beginning with capital letters and defined in this Agreement shall, unless the context otherwise requires, have the meaning hereinafter respectively assigned to them:

- (a) **"Agreement"** means this Agreement, together with all the Appendix;
- (b) **"Applicable Laws"** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time;
- (c) **"Dispute"** shall have the meaning set forth in Clause 11;
- (d) **"Effective Date"** means the date on which LOA comes into force and effect pursuant to Clause 2.1.
- (e) **"Government"** means the Government of Nagaland
- (f) **"INR, Re. or Rs."** means Indian Rupees:
- (g) **"Party"** means the Authority or the Consultant, as the case may be, and Parties means both of them;
- (h) **"Personnel"** means persons hired by the Consultant as employees or retainers and assigned to the performance of the Services or any part thereof.
- (i) **"RFP"** means the Request for Proposal document in response to which the Consultant's proposal for providing Services was accepted.
- (j) **"Services"** means the work to be performed by the Consultant pursuant to this Agreement, as described in the Terms of Reference hereto.
- (k) **"Third Party"** means any person or entity other than the Government, the Authority, the Consultant or a Sub-Consultant.

All terms and words not defined herein shall, unless the context otherwise requires, have the meaning assigned to them in the RFP.

**1.1.2** The following documents along with all addenda issued thereto shall be deemed to form and be read and construed as integral part of this Agreement and in case of any contradiction between or among them the priority in which a document would prevail over another would be as laid down below beginning from the highest priority to the lowest priority:

- (a) Agreement,
- (b) Appendix of Agreement.
- (c) RFP; and
- (d) Letter of Award

#### 1.2 Relationship between the Parties

Nothing contained herein shall be construed as establishing a relation of employer and employee or agent as between the Authority and the Consultant (CONSULTANT). The consultant, subject to this Agreement, should have complete charge of personnel

performing the Services and the Consultant shall be fully responsible for the Services performed by it or on its behalf hereunder. The Agreement shall commence on the date it is executed by the Parties

### **1.3 Governing law and jurisdiction**

This Agreement shall be construed and interpreted in accordance with and governed by the laws of India and the courts in Nagaland shall have exclusive jurisdiction over matters arising out of or relating to this Agreement.

### **1.4 Language**

All notices required to be given by one Party to the other Party and all other communications, documentation and proceedings which are in any way relevant to this Agreement shall be in writing and in English language.

### **1.5 Notices**

Any notice or other communication to be given by any Party to the other Party under or in connection with the matters contemplated by this Agreement shall be in writing and shall:

(a) in the case of the Consultant, be given by e-mail and by letter delivered by hand to the address given and marked for attention of the Consultant's Representative set out below in Clause 1.7 or to such other person as the Consultant may from time to time designate by notice to the Authority, provided that notices or other communications to be given to an address outside the city specified in Sub-clause (b) below may, if they are subsequently confirmed by sending a copy thereof by registered acknowledgement due, air mail or by courier, be sent by e-mail to the number/address as the Consultant may from time to time specify by notice to the Authority

(b) in the case of the Authority, be given by e-mail and by letter delivered by hand and be addressed to the Authority with a copy delivered to the Authority Representative set out below in Clause 1.7 or to such other person as the Authority may from time to time designate by notice to the Consultant; provided that if the Consultant does not have an office in the same city as the Authority's office, it may send such notice by e-mail and by registered acknowledgement due air mail or by courier, and

(c) any notice or communication by a Party to the other Party, given in accordance herewith, shall be deemed to have been delivered when in the normal course of post it ought to have been delivered and in all other cases, it shall be deemed to have been delivered on the actual date and time of delivery, provided that in the case of email, it shall be deemed to have been delivered on the working days following the date of its delivery.

### **1.6 Location**

**1.6.1** The Services shall be performed at the offices of the Authority in accordance with the provisions of RFP.

**1.6.2** The Authority may require the respective key personnel to visit at the offices of the Authority and the Consultant agrees and undertakes to provide such services on a best effort basis and without any unreasonable delay.

### **1.7 Authorized Representatives**

**1.7.1** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the Authority or the Consultant, as the case may be taken or executed by the officials specified in this Clause 1.7.

**1.7.2** The Authority may, from time to time, designate one of its officials as the Authority Representative, unless otherwise notified, the Authority Representative shall be:

Tel:

Mobile:

E-mail:

**1.7.3** The Consultant may designate one of its employees as Consultant's Representative. Unless otherwise notified, the Consultant's Representative shall be:

Tel:

Mobile:

E-mail:

## **1.8 Taxes and duties**

Unless otherwise specified in the Agreement, the Consultant shall pay all such taxes, duties, fees and other impositions as may be levied under the Applicable Laws and the Authority shall perform such duties regarding the deduction of such taxes as may be lawfully imposed on it.

## **2. COMMENCEMENT, COMPLETION AND TERMINATION OF AGREEMENT**

### **2.1 Effectiveness of Agreement**

This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date").

### **2.2 Commencement of Services**

The Consultant shall commence the Services within a period of 15 (fifteen) days from the effective date, unless otherwise agreed by the Parties

### **2.3 Termination of Agreement for failure to commence Services**

If the Consultant does not commence the Services within the period specified in Clause 2.2 above, the Authority may, by not less than 1 (one) months' notice to the Consultant, declare this Agreement to be null and void, and in the event of such a declaration, this Agreement shall stand terminated and the Consultant shall be deemed to have accepted such termination.

### **2.4 Expiry of Agreement**

Unless terminated earlier pursuant to Clauses 2.3 or 2.8 hereof, this Agreement shall, unless extended by mutual consent, expire upon the expiry of 3 years from the Effective Date. Upon Termination, the Authority shall make payments of all amounts due to the Consultant hereunder.

### **2.5 Entire Agreement**

**2.5.1** This Agreement and the Appendix together constitute a complete and exclusive Statement of the terms of the agreement between the Parties on the subject hereof, and no amendment or modification hereto shall be valid and effective unless such modification or amendment is agreed to in writing by either party and duly executed by persons especially empowered in this behalf by the respective Parties. All prior written or oral understandings, offers or other communications of every kind pertaining to this Agreement

are abrogated and withdrawn; provided, however, that the obligations of the Consultant arising out of the provisions of the RFP shall continue to subsist and shall be deemed to form part of this Agreement.

**2.5.2** Without prejudice to the generality of the provisions of Clause 2.5 above, on matters not covered by this Agreement, the provisions of RFP shall apply.

**2.5.3 Conflict of Interest:**

The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Authority interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

The Consultant has an obligation to disclose to The Authority any situation of actual or potential conflict that impacts its capacity to serve the best interest of its The Authority /Client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract.

Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

- a. **Conflicting Activities:** Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged/maybe engaged by The Authority to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation
- b. **Conflicting Assignments:** Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.
- c. **Conflicting Relationships:** Relationship with The Authority's staff: a consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of The Authority, or of implementing agency, or who are directly or indirectly involved in any part of
  - (i) the preparation of the Terms of Reference for the assignment.
  - (ii) the selection process for the Contract

**2.6 Modification of Agreement**

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

**2.7 Force Majeure**

**2.7.1 Definition**

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

within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

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

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

#### **2.7.2 No breach of Agreement**

The failure of a party to fulfil any of its obligations hereunder shall not be considered a breach of or default under, this Agreement in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

#### **2.7.3 Measures to be taken**

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

The Parties shall take all reasonable measures minimize the consequences of any event of Force Majeure.

#### **2.7.4 Extension of time**

Any period within which a Party shall, pursuant to this Agreement, 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.

#### **2.7.5 Payments**

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to be reimbursed for additional costs reasonably and necessarily incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period.

#### **2.7.6 Consultation**

Not later than 30 (thirty) days after the Consultant has, as the result of an event of Force Majeure become unable to perform a material portion of the Services, the Parties shall consult with each other with view to agreeing on appropriate measures to be taken in the circumstances.

## **2.8 Termination of the Agreement**

### **2.8.1 By the Authority:**

The Authority may by giving 30 (thirty) days written notice of termination to the Consultant: may terminate this Agreement after occurrence of any of events specified below.

- i. The performance of consultant is unsatisfactory according to the Authority:
- ii. The Consultant becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary
- iii. The Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 11 hereof.
- iv. 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 60 (sixty) days; or
- v. The Authority, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.

### **2.8.2 By the Consultant**

The Consultant may, by not less than 30 (thirty) days written notice to the Authority, such notice to be given after the occurrence of any of the events specified in this Clause 2.8.2. terminate this Agreement it

- (i) The Authority fails to pay any money due to the Consultant pursuant to this Agreement and not subject to dispute pursuant to Clause 11 hereof within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue
- (ii) The Authority is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days (or such longer period as the Consultant may have subsequently granted in writing) following the receipt by the Authority of the Consultants notice specifying such breach,
- (iii) 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 60 (sixty) days; or
- (iv) The Authority fails to comply with any final decision reached as a result of arbitration pursuant to Clause 11 hereof.

### **2.8.3 Cessation of rights and obligations**

Upon termination of this Agreement pursuant to Clauses 2.3 or 2.8 hereof, or upon expiration of this Agreement pursuant to Clause 2.4 hereof, all rights and obligations of the Parties hereunder shall cease, except (1) such rights and obligations as may have accrued on the date of termination of expiration, or which expressly survives such Termination, and any right or remedy which a Party may have under this Agreement or the Applicable Laws

### **2.8.4 Cessation of Services**

Upon termination of this Agreement by notice of either Party to the other pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Consultant shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

### **2.8.5 Payment upon Termination**

Upon termination of this Agreement pursuant to Clauses 2.8.1 or 2.8.2 hereof, the Authority shall make the following payments to the Consultant:

- (i) remuneration pursuant to Clause 4 hereto for Services performed prior to the date of termination,
- (ii) reimbursable expenditures pursuant to Clause 4 hereof for expenditures actually incurred prior to the date of termination; and
- (iii) except in the case of termination pursuant to Sub-clauses through (i) of Clause 2.8.1 hereof, reimbursement of any reasonable cost incidental to the prompt and orderly termination of the Agreement including the cost of the return travel of the Consultant's personnel.

### **2.8.6 Disputes about Events of Termination**

If either Party disputes whether an event specified in Clause 2.8.1 or in Clause 2.8.2 hereof has occurred, such Party may, within 30 (thirty) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause 9 hereof, and this Agreement shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.

### **DURATION OF THE AGREEMENT**

The duration of the Consultancy agreement shall be 2 (Two) years initially which may be extended for a further period based on mutual discussions and agreement by the end of 2 years tenure.

## **3. PAYMENT TO CONSULTANT**

**3.1** An abstract of the fees payable to the consultant is set forth in Appendix G of the Agreement.

### **3.2 Currency of payment**

All payments shall be made in Indian Rupees. The Consultant shall be free to convert Rupees into any foreign currency as per Applicable Laws.

### **3.3 Mode of Payment**

The Authority shall make payment to the Consultant within 15 (Fifteen) days from the date of receipt of the invoice by the Authority, complete in all respect (the "Due Date"). The fees shall also

be inclusive of all taxes, surcharges except the Goods & Service tax, which shall be paid additionally by the Authority. The Authority shall pay an interest on the outstanding amount @18% p.a. for number of days delay in payment beyond due date.

**3.3.1** The Authority may request visit of any other official of the Consultant's organization for any expert advice and discussion. For such instances, cost of travel from the location of such official to Nagaland, cost of local conveyance in Nagaland, cost of food, accommodation and out of pocket expenses shall be paid by the Authority, along with cost of man-days for the visiting personnel for the days spend for such discussions, based on the cost per man-day for such personnel, which will be Stated by the CONSULTANT in its communication, while confirming the dates and name of visiting personnel(s). The payment shall be made on submission of invoice along with original bills, tickets, boarding passes.

**3.3.2** The Goods & Service Tax, Cess, surcharge levied on such services shall be payable extra by the Authority at the then prevailing rate on every payment made to the Consultant against invoice, including those for paying the travel cost of any personnel of the Consultant's organization.

**3.3.3** All payments shall be subject to deduction of taxes at source as per Applicable Laws.

#### **4. PERFORMANCE SECURITY**

An amount of 1% (One percent) shall be deducted from each payment made to the Consultant and retained as performance security (the "Performance Security"). The Performance Security shall be returned without any interest on termination of this Agreement after deducting the dues, penalty, if any. The retained amount shall be refunded only after deducting the dues, penalty, if any

#### **5. CONSULTANT'S PERSONNEL**

##### **5.1 General**

The Consultant shall employ and provide such qualified and experienced Personnel as may be required to carry out the Services.

##### **5.2 Resources for Project Coordination (On-ground team)**

The Consultant shall deploy resources for Project coordination in Nagaland within Effective Date.

##### **5.3 Key Experts**

**5.3.1** The Authority expects all the Key Experts specified in the Appendix E to be available with organization during implementation stage as and when required.

##### **5.4 Working hours, Leaves etc.**

**5.4.1** The holidays, working hours and the timings for working days for Consultant's resources deployed in Nagaland shall be in accordance with those prevailing in the Authority.

**5.4.2** In the event the requirement of additional resources in Nagaland for project coordination activity the Consultant shall communicate the same to the Authority in writing for approval. On approval, they would be paid on proportionate basis.



## **7 RESPONSIBILITIES AND OBLIGATIONS OF THE CONSULTANT**

### **7.1 General**

#### **7.1.1 Standards of Performance**

The Consultant shall:

- i. provide the Services as set out in Schedule A.
- ii. exercise the degree of skill, care and diligence normally exercised by members of the profession performing services of a similar nature.
- iii. be bound to comply with any written direction of the Authority to vary the scope sequence or timing of the Services; and
- iv. use all reasonable efforts to inform itself of Authority's requirements for the Deliverables for which purpose the Consultant shall consult the Authority throughout the performance of the Services.

#### **7.1.2 Applicable Laws**

The Consultant shall perform the Services in accordance with the Applicable Laws and shall take all practicable steps to ensure that any Personnel and agents of the Consultant, comply with the Applicable Laws.

### **7.2 Confidentiality and Publicity**

The Consultant shall treat the details of the output of the assignment and the Services as confidential and for the Consultant's own information only and shall not publish or disclose the details of the output, deliverables/milestones submitted to the Authority or the Services in any professional or technical journal or paper or elsewhere in any manner whatsoever without the previous consent in writing of the Authority

### **7.3 Consultant's actions requiring the Authority's prior approval**

The Consultant shall obtain the Authority's prior approval in writing before taking any of the actions, which are contrary to the submission of proposal or RFP document.

### **7.4 Reporting obligations**

The Consultant shall submit to the Authority the reports and documents specified in the Agreement, in the form, in the numbers and within the time periods set forth therein.

### **7.5 Materials/ Reports furnished by the Authority**

Materials/ Reports made available to the Consultant by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Consultant shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

## **8 OBLIGATIONS OF THE AUTHORITY**

### **8.1 Access to documents/information/reports**

The Authority shall provide to the Consultant documents/information/ reports as may be required by the Consultant to enable it to provide the Services. The Authority undertakes and agrees to furnish to the Consultant from time to time such other documents/ reports/ information, by procuring, in its possession and/or knowledge as it may consider relevant to perform the Services, as and when such information is received by/ available with the Authority.

## **8.2 Change in Applicable Law**

If, after the date of this Agreement, there is any change in the Applicable Laws with respect to Goods and Service tax (GST) which increases or decreases the cost incurred by the Consultant in performing the Services, then the amount payable to the Consultant under this Agreement shall be increased or decreased accordingly.

## **8.3 Payment**

In consideration of the Services performed by the Consultant under this Agreement, the Authority shall make to the Consultant such payments and in such manner as is provided in Clause 4 of this Agreement.

## **9 Other Conditions**

**9.1** In the event, any contribution required by any of the experts of the Consultant's organization, Consultant shall provide such services on mutually agreed terms and conditions.

**9.2** The Authority may request review / comments of any expert of the Consultant's organization on any document prepared by the Consultant. No additional fee shall be paid to the consultant for reviewing and commenting on any document by an internal expert of the Consultant's organization.

**9.3** In the event the Authority desires that the Consultant to perform such additional services which are not within the Terms of Reference, the Consultant shall agree to perform such additional services on such renegotiated, modified and new terms and conditions as may be mutually agreed by the Parties.

**9.4** All intellectual property conceived, originated, devised, developed or created by the Consultant, its agents, specifically for the purpose of rendering the Services, shall vest with the Authority unless otherwise agreed, between the Authority and the Consultant. The Authority as sole beneficial owner shall be entitled to use such intellectual property for the purpose of the Project.

**9.5** Unless otherwise agreed, the Authority shall have the copyright on all the reports, documents, maps etc., authored, prepared or generated during the course of the Services to be provided by the Consultant.

## **10 Compliance with Laws**

The Consultant shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs of or orders of any court of record, as may be in force and effect during the subsistence of this Agreement applicable to the Consultant.

## **11 DISPUTE RESOLUTION**

### **11.1 Amicable Resolution**

Any dispute, difference or controversy of whatever nature between the Parties, howsoever arising under, out of or in relation to this Agreement (the "Dispute") shall in the first instance be attempted to be resolved amicably through discussions between the Parties.

### **11.2 Arbitration**

#### **(a) Procedure**

Any Dispute which is not resolved amicably within 30 days, the same shall be finally decided by reference to arbitration. Such arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996. There shall be an Arbitral Tribunal of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected.

**(b) Place of Arbitration**

The place of arbitration shall ordinarily be Kohima, Nagaland but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

**(c) English Language**

The request for arbitration, the answer to the request, the terms of reference, any written submissions. any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

**(d) Enforcement of Award**

The arbitrators shall make a reasoned award (the "**Award**"). Any Award made in any arbitration held pursuant to this Clause 11.2 shall be final and binding on the Parties as from the date it is made, and the Consultant and the Authority agree and undertake to carry out such Award without delay.

The Consultant and the Authority agree that an Award may be enforced against the Consultant and/or the Authority, as the case may be, and their respective assets wherever situated.

**(e) Performance during Dispute Resolution**

All rights and obligations of parties shall remain in force and effect until award in any arbitration proceedings hereunder.

**12 SEVERABILITY**

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

**13 WAIVERS**

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- (i) shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement,
- (ii) shall not be effective unless it is in writing and executed by a duly authorised representative of such Party, and
- (iii) shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

**14 TRANSFERS OF ASSIGNMENT**

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically Stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

## 15 VARIATIONS

The Authority may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

Authority:

(Signature)

(Name)

(Address)

(Designation)

SIGNED, SEALED AND DELIVERED

For and on behalf of

Consultant:

(Signature)

(Name)

(Address)

(Designation)