



**HASSAN MANGALORE RAIL DEVELOPMENT COMPANY LIMITED**  
(A Joint Venture of Ministry of Railways & Govt. of Karnataka)

**TENDER FOR THE ENGAGEMENT OF AN INDEPENDENT  
CONSULTANT FOR CAPITAL INVESTMENT REVIEW, CAPACITY  
AUGMENTATION PLANNING AND COST APPORTIONMENT STUDY**

**Tender Document No: HMRDC/Project/12/Capital  
Works/Consultancy2025-26 Date: 04.03.2026**

**Last date of Tender is 27.03.2026 @ 5.00 pm**

**ISSUED BY:**

**Hassan Mangalore Rail Development Company Limited**

Regd. Office: MSIL House, 7<sup>th</sup> Floor, #36, Cunningham Road, Bangalore – 560 001

Tel : +91-80-23120582,

website : [www.hmrdc.com](http://www.hmrdc.com)

CIN No: U45203KA2003SGC032183

E-mail: [ceohmrdc@gmail.com](mailto:ceohmrdc@gmail.com)

[Note: This document contains a total of 24 pages. No change in the document by the tenderer is permissible.]



## INDEX

<b>Section</b>	<b>Contents</b>	<b>Page No.</b>
Section-1	Tender Information Sheet	3 - 3
Section-2	Introduction / Information to Consultants	4 - 4
Section-3	Objective & Scope of Work	5 -5
Section-4	General Terms and Conditions	6 - 7
Section-5	Special Terms and Conditions	8 - 8
Section-6	Tender Evaluation	9 - 10
Section-7	Agreement & Terms of Payment	11 - 15
Section-8	Formats for submission of Tender	16 - 24



## Section 1

### Tender Information Sheet

Hassan Mangalore Rail Development Company Limited (HMRDC) invites Tender for the engagement of an Independent Consultant to undertake **capital investment** review, **capacity augmentation** planning and **Cost Apportionment Study**. Interested Tenderers are requested to submit their offers strictly in accordance with the format enclosed with the Tender Document. The details of the Tender are as under:

<b>Document Description</b>	Tender for the engagement of an Independent Consultant for <b>capital investment</b> review, <b>capacity augmentation</b> planning and <b>cost apportionment</b> study
<b>Tender No.&amp; Date</b>	No: HMRDC/Project/12/Capital Works/Consultancy2025-26 Date: 04.03.2026
<b>Earnest Money Deposit</b>	Rs. 25000.00
<b>Last date &amp; Time of Submission of Response to Tender Document</b>	27.03.2026 at 5:00 PM
<b>Tender Opening Date</b>	27.03.2026 at 5:15 PM
<b>Validity of Tender</b>	45 (Forty-Five) days from the date of opening of tender.
<b>Address for submission of Response to Tender Document</b>	<b>The Chief Executive Officer</b> Hassan Mangalore Rail Development Company Limited, MSIL House, 7 <sup>th</sup> Floor, #36, Cunningham Road, Bangalore – 560 001

#### Important Note:

1. Prospective Tenderers are advised to regularly visit the website [www.hmrdc.com](http://www.hmrdc.com) to stay updated on any notices, amendments, or clarifications related to the Tender Document. No separate notifications regarding such notices, amendments, or clarifications will be issued through print media or communicated individually to Tenderers.
2. All tenderers are hereby cautioned that Tender conditions need to be strictly complied with and that conditional offers with deviations from the conditions stipulated in this document shall be rejected as non-responsive and will not be considered in tender evaluation and award of contract. Decision of HMRDC will be final and binding in this regard.



## **Section 2**

### **Introduction / Information to Consultants**

HMRDC is a joint venture SPV with equal equity participation by the Ministry of Railways and Government of Karnataka with the objective of development, financing, designing, construction, operation and maintenance of the broad-gauge rail link connectivity between Hassan and Mangalore (referred to as 'Project Railway'). The Shareholder's Agreement was signed by the Company with the Ministry of Railways, Government of Karnataka and Rail Infrastructure Development company (Karnataka) Limited on 23<sup>rd</sup> October 2003. M/s. New Mangalore Port Trust and M/s. Mineral Enterprises Limited have become strategic partners by contributing Rs. 10.00 Crores each towards equity share capital constituting 18% of the total equity share capital of the Company.

For the purposes of implementing the Project Railway, Ministry of Railways (MoR) has granted concession rights to the Company for the above activities vide Concession Agreement dated 18<sup>th</sup> March 2004. The concession is for a period of 32 years from the date of the Agreement. The Company has been given leasehold rights on the assets, which already existed in the Project Area as part of the earlier railway network up to 23.08.1996 including land (existing & acquired subsequently) for development of the leased assets during the concession period.

In order to fulfil its construction obligations, the Company had entered into a Construction Agreement dated 18<sup>th</sup> March 2004 with South Western Railway (SWR), whereby SWR were appointed as the Engineering, Procurement and construction (EPC) Agents for the Project Railway. The capital expenditure incurred by the Railways on the Project Railway up to 31<sup>st</sup> March 2002 was converted and treated as subordinated/unsecured debt payable by the Company to Ministry of Railways.

The Company has entered into an Operations & Maintenance Agreement with South Western Railway on 18<sup>th</sup> March 2004 whereby SWR has been appointed as the operations and maintenance agency to operate the goods train services on the line and undertake maintenance of project assets till the end of the concession period.

The railway line was commissioned for Operation of freight services in May 2006 after completion of gauge conversion of the Project Railway. For more details, please visit our website: [www.hmrdc.com](http://www.hmrdc.com)

HMRDC has received multiple proposals for premature track renewals (CTR, TRR, TSR, TFR) and other capital works. As per contractual provisions, renewal expenditure is to be borne only at the end of codal life of the assets; however, several proposals cite accelerated wear and tear of the project assets.

On the other hand, due to fluctuating market demands and restrictive movement of goods trains, the revenue prospects are dwindling while the cost of maintenance is increasing year on year. These warrant devising of a cost sharing mechanism anew, so that HMRDC is not thrust upon additional cost due to wear and tear caused by passenger services.

HMRDC requires independent technical and financial evaluation to assess the necessity, scope, rate of return and appropriate timeline of such proposed capital works, suggest feasible works to create capacity/reduce constraints, and develop a defensible cost apportionment framework distinguishing between impacts of freight and passenger services.



## Section 3

### Objective & Scope of Work

#### 3.1. Objective:

- **Technical Validation:** Audit pending capital works proposals to determine if they can be safely deferred/ minimised.
- **Capital Work Review:** Review all capital work proposals and ongoing capital works, advising on effectivity, duplication and/or redundancy.
- **Feasibility study:** Suggest works that can eliminate existing restrictions or create new capacity in the section.
- **Maintenance Optimization:** Transition from "ritualistic" maintenance to a data-driven model based on track recordings.
- **Cost Apportionment:** Develop a mathematical model to separate wear-and-tear caused by passenger traffic vs. freight traffic.
- **Liability Limitation:** Review the O&M Agreement to limit legal and financial liabilities regarding premature renewals.
- **The study should be completed and report to be submitted within 12-14 weeks** from issue of work order.

#### 3.2. Scope of Work

##### I. Diagnostic Audit & Immediate Relief

- Conduct detailed inspections (Footplate, Last Vehicle, Trolley, and select On-foot site visits).
- Review historical track parameters and records of past capital works including asset renewals "thrust" upon the company.
- Provide a comprehensive report on the necessity (or lack thereof) of current proposals on asset renewal and other capital works.
- Verify the capital works proposals and categorize as Safety-critical (Immediate), Operationally desirable but deferrable and not presently justified.
- Suggest works proposals (with the estimated cost for the same) to augment line capacity and reduce restrictions on operations that are in place at present.

##### II. Financial Recovery & Analytics

- Assess actual maintenance needs attributable strictly to freight traffic.
- Build a technical case for adjustment or refund of Track Access charges.
- Develop a practical empirical model for future cost-sharing between freight and passenger operations, including scenario and sensitivity analysis.

#### 3.3. Submission of the Report

- The draft report will be shared for review and discussion, focusing on deliverables and actionable recommendations.
- The final report will be submitted only after incorporating feedback and obtaining mutual agreement from all stakeholders.



## Section 4

### General Terms and Conditions

#### 4.1. General terms and conditions

- a) The participant shall, as part of its Offer, submit a written Authorization Letter in the prescribed format, duly signed by a Director of the Company, in cases where the signatory is not a Director.
- b) HMRDC reserves the right to accept or reject any Offer and to annul the process or reject all Offers at any time prior to the award of the contract, without assigning any reason whatsoever and without incurring any liability to the affected the Company. HMRDC shall not be obligated to inform the affected the Tenderer of the grounds for such action. HMRDC also reserves the right to relax the pre-qualifying requirements if it is satisfied that the Company will undertake the work to its satisfaction.
- c) Canvassing in any form, either by the participant or by any agency on its behalf, may lead to disqualification of the Offer. If any participant is found to be involved in cartel formation, its bid shall not be considered for evaluation or award of work, and such participant shall be debarred from participating in future tenders.
- d) The participant shall not sublet, transfer or assign the contract or any part thereof to any other person / Tenderer /organization.
- e) The participant shall quote in Indian Rupees.
- f) The participant expected to carefully examine the details and scope of work. Failure to furnish all information as required in the prescribed format may result in rejection of the Offer.
- g) The offer Price shall be submitted in physical mode only. The envelope containing the Offer price shall be super scribed with "**Tender for the Engagement of an Independent Consultant for capital investment review, capacity augmentation planning and cost apportionment study**". The Offer shall be addressed to Chief Executive Officer, HMRDC, MSIL House, 7th Floor, # 36, Cunningham Road, Bangalore 560 052.
- h) Other Terms of the Offer
  - i. No stipulations, deviations, additional terms and conditions, presumptions, or qualifications shall be included in the Offer.
  - ii. The participant shall quote a lump-sum price after careful analysis of the total cost involved in performing the complete scope of work, considering all components as specified.
  - iii. The quoted price shall be deemed all-inclusive until completion of the work. It is clearly understood that HMRDC shall have no additional liability towards payment of any taxes, duties, or other charges over and above the total quoted price.
  - iv. Alternative Offers shall not be considered.
  - v. The prices quoted by the participant shall remain firm and fixed, valid until completion of the work, and shall not be subject to variation on any account.
  - vi. The price shall be quoted both in figures and in words. In case of any discrepancy between the two, the price quoted in words shall prevail.
  - vii. Clarification, if any, in respect of this assignment can be obtained from the HMRDC office.

#### 4.2. Offer Validity

- a) The Offer submitted by the participant shall remain valid for a minimum period of forty-five (45) days from the date of opening of the Offers. During this period, the



participant shall not be entitled to revoke, cancel, or vary its Offer or any of the terms thereof.

- b) HMRDC may solicit the participant's consent to extend the validity period of the Offer. Any such request and the corresponding response shall be made in writing. However, participant agreeing to an extension of the validity period shall not be permitted to modify its Offer.

#### 4.3 Offer opening

- a) HMRDC will open the Offers in the presence of Tenderers designated representatives at the date & time as stipulated in "**Section 1 - Tender Information Sheet**". The Tenderer's representatives who are present shall sign Offer opening statement evidencing their attendance.
- b) Tenderer's names and any other such details as HMRDC may consider appropriate will be announced by HMRDC.
- c) Tenderer's may depute their authorized representative to attend the opening. During opening of the offer document, the price as quoted by the Tenderer shall be read out.

#### 4.4 Earnest Money Deposit (EMD)

- a. The tenderer shall be required to submit an EMD of Rs 25,000/- (Rs Twenty-Five Thousand only) by way of DD/Pay order favoring HMRDC, for the due performance of stipulation for keeping the offer open till such date as specified in the tender. Tenders not accompanied with earnest money deposit as provided in the Tender Information Sheet shall be summarily rejected.
- b. Should the tenderer fail to observe or comply with the said stipulation, the EMD amount shall be liable to be forfeited.
- c. The EMD of the successful tenderer will be returned after submission of Security Deposit or the EMD will be adjusted against the Security Deposit amount.
- d. The EMD of the unsuccessful tenderers shall be returned to them within one month of issue of LoA to the successful tenderer. But HMRDC will not be liable to pay any interest thereon.
- e. In case it is found that, the tenderer/s has furnished misleading/wrong or fraudulent information / documents or information furnished by them is not found to be true, the Earnest Money of the tenderer/s will be forfeited. Such tenderers shall be barred from participating in future tenders of HMRDC for 5 years.
- f. The tenderers shall submit their sealed tender quotations in a separate sealed envelope. The tenders not accompanied with EMD will be summarily rejected.



## Section 5

### Special Terms and Conditions

**5.1. Pre-Qualifying Requirements (PQR):** The Offer shall be considered only from Indian, technically competent, and experienced consulting Companies or firms that meet the following pre-qualification requirements.

Sl. No	Parameter/ Criteria/ Requirement and Documents required			
1.	The Tenderer should have been registered in India under the Companies Act 1956/2013 and should have minimum of 3 years of existence.			
2.	The Company should have net worth & turnover each of more than 1 Crore..			
	Sl. No	Description	Financial Data for Last 3 Audited Financial Years	
			Year 2022-23	Year 2023-24
			Year 2024-25	
1	1	Turnover as per audited financial statements		
2	2	Net worth as per audited financial statements		
	Note:			
	1. Attach attested copies of the Audited Financial Statements of the last Three financial years as annexure.			
	2. The financial data in above prescribed format shall be certified by Chartered Accountant / Company Auditor in original under his signature, stamp & membership number.			
3.	The Tenderer should have a minimum of 3 years of experience in Railway projects, either independently or in association with its networked firms/affiliates.			
4.	The Tenderer should have experience in all of the following areas and details of the same needs to be filed in <b>Form A</b> :			
	<ul style="list-style-type: none"> <li>• Contract Management Advisory Services or Maintenance Consultancy Services provided to Railway entities/PSUs/SPVs, etc.</li> <li>• Conducting Independent Technical Audits of rail tracks, Tunnels, Bridges and embankments</li> <li>• Estimation and costing of civil structures/ signaling systems/ electrical overheads in Railways and Conducting Cost Apportionment Studies</li> </ul>			
5.	The Tenderer should have requisite expertise, infrastructure and manpower for undertaking the job details of the same needs to be filed in <b>Form B</b> .			
6.	The Tenderer / Director of the Tendering Company should not have been convicted in any disciplinary proceedings / criminal case by regulatory authority (ies) / court in connection with professional work. the Tenderer should not be on negative list / black listed by any PSU or Govt. Department. the Tenderer to submit an undertaking in this respect as per relevant form given in Proposal Forms.			



## **Section 6**

### **Tender Evaluation**

#### **6.1 Evaluation of Offers.**

- a) The HMRDC will determine whether each of the Offers conforms to the terms, conditions and specification of the Tender without material deviation and is complete with regard to submission of required documents. A material deviation is one which affects in any substantial way the scope, quality or performance of the works, or which limits in any substantial way, inconsistent with the Tender Document, HMRDC's rights or the Tenderer's obligations as envisaged in the Tender and the rectification of which deviation or reservation would affect unfairly the competitive position of other Tenderers presenting substantially responsive Offers.
- b) No stipulation, deviation, terms & conditions, presumption, basis etc. shall be stipulated in the Offer. Any conditions, if stipulated, shall be treated as null and void and may render the bid liable for rejection.
- c) HMRDC, if necessary, will obtain clarifications on the Offer by requesting for such information / clarifications from any or all the entities, either in writing or through personal contact. All responses shall be in writing, and no change in the price or substance of the bid shall be permitted unless specifically sought by HMRDC.
- d) HMRDC reserve the right to assess the Tenderer's capability and capacity to execute the work using in-house information including taking into account other aspects such as concurrent commitments, past performance etc.
- e) **HMRDC reserves the right to negotiate with the responsive and unconditional L-1 Tenderer, as determined based on the total rates quoted.**

#### **6.2 Price Evaluation:**

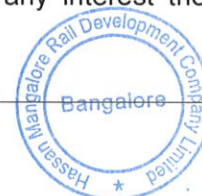
- a) The **Overall Evaluation** shall be determined on the basis of the total quoted price.
- b) The eligible **Tenderer / Participant** quoting the overall lowest price, as at (a) above and adhering to all tender stipulations in an unqualified manner, shall be recognized as L-1.

#### **6.3 Notification of award**

HMRDC will issue the Letter of Award (LOA) to the successful tenderer and communicate the same through Courier/email as per details given by the Tenderer. The said communication will constitute the formation of a Contract until the formal agreement has been signed.

#### **6.4 Security Deposit (SD):**

Selected tenderer will have to submit Security Deposit equivalent to 5% (Five percent) of the monthly contract value awarded in the form of FDR or Bank Guarantee/Cash within 5 days of issue of letter for acceptance. Failure to submit Security Deposit will result in termination of award of contract. Further, Security Deposit will be valid for the entire period of agreement period or extended period of contract. The Security Deposit will be refunded within 60 days after satisfactory completion of the contract period. The Security Deposit shall be interest-free and the successful tenderer is not entitled to any interest thereon. The



Security Deposit shall be released only after the successful completion of the contract. Security Deposit shall be forfeited by HMRDC in the event of Successful Tenderer's failure to complete its obligations under the Contract or breach of contract conditions. This may be in addition to the application of Penalties which HMRDC may recover.



## Section 7

### Agreement & Terms of Payment

#### 7.1 Agreement

- a) The successful the Tenderer shall execute a formal agreement with HMRDC within specified period from the date of issue of Letter of Award on a non-judicial stamp paper, purchased from Bangalore of applicable value. The cost of non-judicial stamp paper shall be borne by the successful the Tenderer.
- b) The following documents shall be integral part of agreement:
- i. Original Tender Document along with its enclosures including any Amendment /Corrigendum to original Tender Document.
  - ii. Letter of Award along with enclosures attached therewith, if any.

#### 7.2 Time Schedule And Terms of Payment

The assignment shall be completed in approximately **12–14 weeks**.

SI No	Scope of Work as per Para 4	Target By	Terms of Payment (% of the price quoted at SI. No. 1 of Schedule of Rates in Form F)
1.	Audit & Immediate Relief - One-Time Study & Audit Report	<b>10-12 weeks</b> from the date of work order.  Extension of time may be granted only by mutual consent of both parties, and such extension shall be recorded in writing with clearly stated reasons.	75% payment on submission of the final Audit & Immediate Relief report (One-Time Study & Audit Report)
2.	Financial Recovery & Analytics - Maintenance Assessment & Refund Case	<b>12-14 weeks</b> from the date of work order.  Extension of time may be granted only by mutual consent of both parties, and such extension shall be recorded in writing with clearly stated reasons.	25% payment on submission final report on Financial Recovery & Analytics - Maintenance Assessment & Refund Case

Note: While making the payments any applicable statutory deductions will be made by HMRDC.



## Draft Agreement

(To be executed on a stamp paper of Rs.500/- to be obtained by the Successful the Tenderer in its name)

This AGREEMENT (hereinafter called the "Agreement") is made on the \_\_\_\_\_ day of the \_\_\_\_\_ month of \_\_\_\_\_, between, **Hassan Mangalore Rail Development Company Limited** having its registered office situated at MSIL House, 7th Floor, # 36, Cunningham Road, Bangalore-560001 (hereinafter called the "HMRDC" which expression shall include their respective successors and permitted assigns, unless the context otherwise requires) and,

M/s. \_\_\_\_\_ (hereinafter called the "CONSULTANT" which expression shall include their respective successors and permitted assigns).

### WHEREAS

- a) HMRDC issued a Tender vide No. \_\_\_\_\_ dated for the **Engagement of an Independent Consultant for capital investment review, capacity augmentation planning and Cost Apportionment Study** (hereinafter called the "Consultancy")
- b) The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to HMRDC that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to HMRDC on the terms and conditions as set forth in the tender and this Agreement; and
- c) HMRDC, acceptance of the aforesaid proposals of the Consultant, awarded the Consultancy to the Consultant vide its Letter of Award dated (the "LOA"); and
- d) In pursuance of the LOA, the parties have agreed to enter into this Agreement.

NOW, THEREFORE, the parties hereto hereby agree as follows:

**1. Scope of work and deliverables:** The scope of work shall be as per details given under clause "**Scope of Work**" in Tender document.

### 2. Time Schedule and Terms of Payment:

- a) The payments shall be released as per clause "**Time Schedule and Terms of Payments**" in tender document. The payment will be made after receipt of bill and on acceptance of the work by HMRDC.
- b) While making the payment, statutory deductions as applicable, shall be made by HMRDC.
- c) HMRDC will make the payment through cheque only to the Consultant.

### 3. Commencement and Completion

- a) **Effective date of Agreement:** This Agreement shall come into force and effect on the date of this Agreement (the "Effective Date"). All terms and conditions given in above mentioned tender shall be treated as integral part of this agreement.
- b) **Commencement of Services:** The Consultant shall commence the Services within a period of 7 (seven) days from the date of Letter of Award.



- c) **Completion of Services:** The time schedule for completion of various elements of services will be as given as per clause “**Time Schedule and Terms of Payments**” in tender document.
- d) **Earnest Money Deposit (EMD):** EMD will be as given as per clause “**Earnest Money Deposit**” in tender document.
- e) **Security Deposit (SD):** SD will be as given as per clause “**Security Deposit (SD)**” in tender document.

#### 4. Confidentiality

- a) Consultant shall treat all matters in connection with the Contract as strictly confidential and undertakes not to disclose, in any manner whatsoever, information, documents, technical data, experience etc. given to him by HMRDC without the prior written consent of HMRDC.
- b) Consultant further undertakes to limit the access of confidential information to those of its employees, Implementation Partners etc. who reasonably require the same for the proper performance of the Contract and the Consultant shall ensure that each of them has been informed of the confidential nature of the information and made aware of the confidentiality and non-disclosure clause stated at Clause 4(a).

#### 5. Expiration of Agreement

Unless terminated earlier, this Agreement shall, unless extended by the Parties by mutual consent shall expire upon expiry of a period of 90 (ninety) days from the delivery of the final deliverable as per clause “**Time Schedule and Terms of Payments**” in Tender document.

#### 6. Termination of Agreement

**A. By HMRDC:** HMRDC reserves the right to terminate the contract on occurrence of any of the following events:

- i. Any document, information, data or statement submitted by the Consultant in its Proposals, based on which the Consultant was considered eligible or successful, is found to be false, incorrect or misleading;
- ii. The consultant fails to commence services as required under this agreement.
- iii. The consultant fails to complete any of the required services as per the Tender due to which HMRDC fails to meet statutory time limit for finalization and submission of annual standalone financial statements.
- iv. HMRDC, in its sole discretion and for any reason whatsoever, decides to terminate this Agreement.
- v. A written notice of not less than 30 days should be given before such termination.

**B. By the Consultant:** The Consultant may, by giving a written notice of not less than 30 days terminate the agreement on occurrence of any of the following events:



- i. HMRDC fails to pay any money due to the Consultant pursuant to this Agreement which is not subject to dispute, within 45 (forty-five) days after receiving written notice from the Consultant that such payment is overdue;
- ii. HMRDC is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 45 (forty-five) days after receiving written notice from the Consultant.

#### **7. Liabilities:**

Without prejudice to any express provision of this contract, Consultant shall be solely responsible for any delay, lack of performance, breach of agreement and/or any default under this contract. Consultant shall remain liable for any damages due to its gross negligence within the next 12 months after the issuance of the provisional acceptance certificate of the contract. The amount of liability will be limited to 25% of the contract value.

#### **8. Force Majeure:**

If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, hostility, military operations, civil commotion, sabotage, quarantine, restrictions, acts of God and acts of Government (including but not restricted to postponement or deferment of implementation), fires, floods, explosions, epidemics, strikes, or any other labour trouble, embargoes, then the date of fulfilment of any obligations engagement shall be postponed during the time when such circumstances are operative. Any waiver / extension of time in respect of the delivery of any instalment or part of the service shall not be deemed to be waiver / extension of time in respect of the remaining deliveries.

If operation of such circumstances exceeds three months, either party will have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.

The party which is unable to fulfill its obligations under the present contract must within 15 days of occurrence of any of the causes mentioned in this clause shall inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by Chamber of Commerce or any other competent authority connected with the case shall be sufficient proof of the existence of the above circumstances and their duration. Non-availability of professional manpower will not be an excuse to the consultant for not performing their obligations under the Contract.

#### **9. Settlement Of Disputes**

**A. Amicable settlement:** The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

**B. Dispute resolution:**

- i. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to



provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

- ii. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably within thirty (30) days of notice. After the expiry of said period of notice of 'dispute' without any written amicable settlement, it shall be deemed that such a dispute is not resolvable by amicable settlement. However, at any time, both the parties can extend the said period of 30 days by mutual agreement in writing.

## 10. Arbitration

- a. Any dispute or difference whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be settled by arbitration by a sole arbitrator to be appointed by CEO of HMRDC. The provisions of Arbitration and Conciliation Act 1996 shall apply to such arbitration proceedings. The venue of arbitration shall be Bangalore.
- b. This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any arbitration proceedings hereunder.

In witness whereof the parties have executed these presents in the day and the year first above written.

Signed and delivered  
for and on behalf of  
M/s \_\_\_\_\_

Signed and delivered  
for and on behalf of  
M/s HMRDC

(Authorised Signatory)

(Authorised Signatory)

Date:

Place:

IN PRESENCE OF TWO WITNESSES

1. \_\_\_\_\_

2. \_\_\_\_\_



**Section-8**  
**Formats for submission of Tender**

Sl. No	Forms	Particulars	Page No
1.	<b>Form - A</b>	Relevant experience of in Railway Projects	15
2.	<b>Form - B</b>	Details of the Company's qualified independent professionals:	16
3.	<b>Form - C</b>	Undertaking	17
4.	<b>Form - D</b>	Tenderer's general information	18
5.	<b>Form - E</b>	Schedule Of Rates	19
6.	<b>Form - F</b>	Covering letter for submission of offers	20
7.	<b>Form - G</b>	Letter of Authorisation	21
8.	<b>Form - H</b>	Format Security Deposit (SD)	23



**Form A**

Relevant experience of in Railway Projects specifically in Track Renewal Proposals and Cost Apportionment Study:

S. No.	Name of the client	Location of client	Scope of work	Project Period	Net worth of client (Rs crore)

**Notes:** The Tenderer to submit copies of the work orders & completion certificate from client for the referred assignments.



**Form B**

**Details of the Company's qualified independent professionals:**

Sl. No.	Name & Designation	Qualification	Total No. of years of experience	Relevant Experience in implementation of Railway Projects

**Note:**

1. The Tenderer are required to furnish the complete and correct information required for evaluation of their Offers. If any information furnished is found to be false/misleading/incomplete, the same shall be considered as adequate ground for rejection of the Offers.
2. The Tenderer are required to furnish only those credentials in the above prescribed format for which documentary evidence is available with them. HMRDC reserves the right to seek additional information or ask for supporting documents from the Tenderer for verifying/evaluating their credentials whenever required.



**Form C**

**Undertaking**

We hereby confirmed that all the documents submitted in this Tender are authentic, genuine, copies of their originals and have been issued by the issuing authority mentioned above and no part of the document(s) / information is false, forged or fabricated.

We hereby confirm that our Offer complies with the terms and conditions of the Tender and subsequent addendum/corrigendum (if any), issued by HMRDC, without any deviation/ exception/ comments/ assumptions.

We also confirm that we have quoted the prices without any condition and deviation.

We further confirm that terms and conditions if any, mentioned in our Offer shall not be recognized and shall be treated as null and void.

We hereby confirm that we are not under any 'liquidation', any 'court receivership' or similar proceedings and 'bankruptcy'.

We hereby confirm that any Director of the entity have not been convicted in any disciplinary proceedings / criminal case by regulatory authority(ies) / court in connection with professional work.

We further confirm that; we have not been in negative list / blacklisted by any Public Sector Undertaking / Government Organization / HMRDC.

We also confirm that the contents of this Tender have not been modified or altered by us. We agree that if any noticed in future, our Offer may be rejected/ terminated.

We hereby confirm that we have gone through and understood the Tender Document and that our Offer has been prepared accordingly in compliance with the requirement stipulated in the said documents.

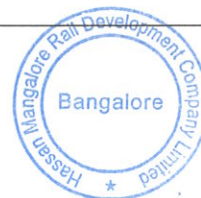
We undertake that Tender Document shall be deemed to form part of our Offer and in the event of award of work to us, the same shall be considered for constitution of Agreement. Further, we shall sign and stamp each page of the Agreement as a token of Acceptance and as a part of the Contract in the event of award of Contract to us.

We further confirm that we have quoted our prices separately. We confirm that rate quoted by us is all inclusive as mentioned in the Tender Document.

Stamp and signature of Tenderer.:

Name of Tenderer:

NOTE: To be stamped and signed by the authorized signatory on letterhead of the Tenderer.



**Form-D**

**Tenderer's general information**

<b>Sl. No</b>	<b>Particulars</b>	<b>Details</b>
1.	Name of the Tenderer:	
2.	Date of registration / incorporation and number of years of operation:	
3.	Address of Registered Office:	
4.	Address of local office in Bangalore:	
5.	Telephone No.	
6.	E-mail address	
7.	Website	
8.	Registration number and/or CIN No. of Tenderer / ISO registration no. (if any)	
9.	GST registration number	
10.	Permanent Account Number (PAN)	

Stamp and signature of Tenderer: \_\_\_\_\_

Name of authorized person /director:

Note: The self-attested copies of documents at Sl. No. 2, 9, 10 and 11 to be attached.



Form E

OFFER PRICE

**SCHEDULE OF RATES**

**Name of Job/ services:** Engagement of an Independent Consultant for capital investment review, capacity augmentation planning and cost apportionment study.

**Name of Organization:** HMRDC, Bangalore

Tender No.: \_\_\_\_\_

Dated: \_\_\_\_\_

**Name of Tenderer:**

Sl. No.	Description of Work	Unit	Amount (In Rs.)
	A lump-sum price for the services specified under <b>Section 3 – “Scope of Work”</b> of the Tender.	Lump Sum	
		Total (A)	
		GST (B)	
		Grand Total (A+B)	
	<b>Total Rs. in words:</b>		

**Note:** The above rates are all inclusive of taxes

<b>Signature</b>	
<b>Name of signatory</b>	
<b>Designation of signatory</b>	
<b>Official seal</b>	



**Form-F**

(TO BE SUBMITTED ON TENDERER'S OWN LETTER HEAD)  
**Covering letter for submission of offers**

From:

To,

Our Ref: \_\_\_\_\_ Dated \_\_\_\_\_

**Subject: Engagement of an Independent Consultant for capital investment review, capacity augmentation planning and cost apportionment study.**

Dear Sir,

Please find herewith our offer in line with requirement of HMRDC Tender document. We confirm that:

1. Offer is in complete compliance with technical as well as commercial requirements of Tender Document and there is no technical or commercial deviation in the offer.
2. We understand that any technical or commercial deviation in the offer shall render our offer liable for rejection.
3. Our offer shall remain valid for a period of 45 days from the date of opening of Offer.

We declare that the statement made and the information provided in our offer is true and correct in all respect. In case, it is found that the information/ documents provided by us are incorrect/ false, our application shall be rejected by HMRDC without any reference to us.

Thanking you,

Yours sincerely,

(Signature of Director/Authorized person)

Full Name:

Designation:

The Tenderer 's official Seal:



**Form-G**

(TO BE SUBMITTED ON TENDERER'S OWN LETTER HEAD)

**Letter of Authorisation**

To  
HMRDC

Subject: **Engagement of an Independent Consultant for capital investment review, capacity augmentation planning and cost apportionment study**

Dear Sir,

We \_\_\_\_\_ hereby authorize following representative(s) to sign all Tender documents / attend Offer opening against your Tender No. HMRDC: \_\_\_\_\_

**dated:** \_\_\_\_\_

Name:

Designation:

Signature

We confirm that we shall be bound by all commitments made by aforementioned authorized representatives.

Yours faithfully,

Signature

Name & Designation

For and on behalf of

**Tenderer Note:**

- a. This letter of authority should be on the letterhead of the Tenderer and should be signed by a person competent and having the power of attorney to bind the Tenderer.
- b. Tenderer's authorized executive is required to carry this authority letter while attending the Tender opening and submit the same to HMRDC. Representative should carry their ID proof.
- b)

**Form - H**



### Format for Security Deposit

Whereas **[Name and Address of the Company]** (hereinafter referred to as "the Company") has entered into **Contract No. \_\_\_\_\_ dated \_\_\_\_\_** with HMRDC for **[Name / brief description of the contract]** (hereinafter referred to as "the Contract"). As per the terms and conditions of the said Contract, the Company is required to furnish a Bank Guarantee from a Nationalized or Scheduled Bank as security for the due performance and compliance with the contractual obligations.

Accordingly, we **[Name of the Bank / Insurance Company]**, hereby irrevocably guarantee and undertake to pay HMRDC, on its first written demand and without any demur, objection or argument, any sum or sums up to a maximum amount of **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** in the event of the Company failing to perform or comply with any of the terms and conditions of the Contract. We further agree that HMRDC shall not be required to prove or show any grounds or reasons for its demand, nor shall it be necessary for HMRDC to first demand the said amount from the Company before invoking this guarantee.

We also agree that any change, addition, or modification in the terms and conditions of the Contract, or in the scope of services to be performed by the Company, shall not in any way release us from our liability under this guarantee. We hereby waive notice of any such changes or modifications. The liability of the Bank under this guarantee shall also not be affected by any change in the constitution of the Company or the Bank.

This Bank Guarantee shall be operable through our branch at Bangalore, which shall provide confirmation regarding the issuance, extension, or renewal of this guarantee whenever requested. In the event of invocation of this guarantee, the said branch shall accept the invocation letter and make payment of the amount demanded under this guarantee.

Notwithstanding anything stated above, our total liability under this Bank Guarantee shall be restricted to **Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only)** and this guarantee shall remain valid up to \_\_\_\_\_. Unless a written claim or demand is made on or before the said date, all our liabilities under this guarantee shall cease. This guarantee shall remain valid for a total period of **9 months, including two months beyond the expiry of the consultancy contract.**

The Bank further confirms that it is registered on the **SFMS (Structured Financial Messaging System) platform** and shall send confirmation of this Bank Guarantee to the designated bank of the beneficiary as detailed below: **Beneficiary Name: HMRDC; Bank Name: Canara Bank, Large Corporate Branch (LCB); Account Number: 1927201010338; IFSC Code: CNRB0002636.**

#### Signature & Seal of the Guarantor (Bank)

Name:

Designation:

Bank Name & Address:

#### Witnesses

1. Name:

Signature:

2. Name:

Signature:

