

**M/s. TELANGANA MINERAL DEVELOPMENT CORPORATION**  
**(A Telangana Government Undertaking)**  
**Regd. Corporate Office: # 6-2-915, HMWSSB Premises, Rear block,**  
**3<sup>rd</sup> floor, Khairthabad, Hyderabad – 500004.**  
**E-mail ID: tgmdcltd@gmail.com**  
**Company Web site: [www.tgmdc.telangana.gov.in](http://www.tgmdc.telangana.gov.in)**  
**CIN: U14220TG2014SGC095923, TGMDC GST No : 36AAFCT1641L127**

**NOTICE INVITING TENDERS (NIT)**

**Tender No. TGMDC/Mining/Laboratory Studies/2025-26, date: 25.02.2026**

**Sub: e-Tender for selection of laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) to carry out Laboratory studies of Dolomite, Fuller's Earth, Colour Granite and Limestone mineral samples collected during exploration.**

1. Tenders are invited from financially sound companies with requisite technical know-how and experienced Laboratory having accreditation from National Accreditation Board for Testing and Calibration Laboratories for carrying out laboratory analysis/ testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples collected during exploration as per the scope of work and terms and conditions mentioned in this NIT.
2. Bidders shall pay non-refundable fees of Rs 10,000 + GST (Ten thousand only + GST) for tender document through Demand Draft and scanned copy of the same shall be attached in e-procurement portal (<https://tender.telangana.gov.in>) while submitting the bid document
3. Bidder shall submit bids with EMD of Rs. 3,00,000 + GST (Rupees Three Lakhs + GST) and EMD in original in the form of Demand Draft is to be submitted to TGMDC, Hyderabad. Scanned copy of the same shall be attached in e-procurement portal (<https://tender.telangana.gov.in>) while submitting the bid.

**TGMDC Helpdesk Numbers for Bid submission:**

Telephone Numbers: **040-23323150**

**Mobile; 8008558580**

## Tender No – TGMDC/Mining/Laboratory Studies/2025-26

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## Section – I

### Preliminary

#### Bid Data Sheet

E-Tenders are invited from eligible Bidders for selection of Laboratory accredited by National Accreditation Board for Testing and Calibration Laboratories (NABL) for analysis /Testing of Dolomite Fuller's, Earth, Colour Granite and Limestone. Details of the Tender are given below:

SI No	Particulars	Information
1	Work Description	To carry out Chemical Analysis, Petro logical & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Minerals generated during exploration by TGMDC by IS specification methods at valid <b>NABL</b> laboratory
2	Documents to be issued to the Bidder	Tender document
3	Date of Issue of Bid Document and NIT	25.02.2026
4	Download of Bid Documents	The Bid document can be downloaded free of cost from Telangana e-procurement ( <a href="http:tender.telangana.gov.in">http:tender.telangana.gov.in</a> ).However, bidders have to submit a Demand Draft in favour of TGMDC Ltd.
5	Valid for proposal submitted	At least 180 (one hundred and eighty) days from the date of submission of Bid.
6	Amount and Validity of Earnest Money Deposit (EMD)	INR Three lakhs (INR 3,00,000) and should be valid for 180 days from the Bid Submission Date, with further claim period of 120 days beyond the validity date of Earnest Money Deposit. Drawn in favour of Telangana State Mineral Development Corporation Limited.
7	Security Deposit	EMD amount shall be converted to Security deposit.
8	Schedule for request for clarification	Bidder may request clarification till
9	Pre-Bid Meeting	02.03.2026
10	Submission time and date of proposal	07.03.2026
11	Manner of proposal	Bidder must submit proposal in the

	submission	manner prescribed in this Bid Document. The Bidder is required to submit Technical Proposal (consisting of Bid Forms and Annexures mentioned in Clause 12) and Price Bid on the electronic platform. Hard copy of Technical Bid shall be submitted as specified in this Bid Document. Price Bid shall be submitted on the electronic platform only. Bidder shall not submit hard copy of Price Bid.
12	Technical Criteria to be Met	Stipulated in Clause 5.2 of Specific Conditions of Bid Document
13	Financial Criteria to be Met	Stipulated in Clause 5.3 of Specific Conditions of Bid Document
14	Website for downloading tender document	On website <a href="http://www.tgmdcltd.com">www.tgmdcltd.com</a> & <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a>
15	Last date & time of downloading the tender	05.03.2026
16	Last date & time of online submission of bid	07.03.2026 uploading of the completed bid document to be made on <a href="https://tender.telangana.gov.in">https://tender.telangana.gov.in</a>
17	Last date & time of submission of EOI fees, EMD & all necessary documents	07.03.2026 (on or before 17.00 hrs ) <hr/> M/s. Telangana Mineral Development Corporation Limited ( Government of Telangana ) # 6-2-915, HMWSSB Premises, Rear Block, 3 <sup>rd</sup> Floor, Khairthabad, Hyderabad – 500004. Drawn in favour of Telangana State Mineral Development Corporation Limited.
18	Contact Person and Address for Communication	K. Rajasekhar Reddy, General Manager (Mining). #6-2-915, 3 <sup>rd</sup> Floor, HMWSSB Premises, Rear Block, Khairatabad, Hyderabad-500004. 040-23323150 (Off), <a href="mailto:tgmdcltd@gmail.com">tgmdcltd@gmail.com</a>

## Schedule of Bidding Process

<b>S. No.</b>	<b>Event Description</b>	<b>Time Schedule</b>	<b>Date</b>
1	Publication of notice inviting tender in at least one English national newspaper and two local language newspaper and on the TGMDC website	To	25.02.2026
2	Commencement of downloading of Tender Document, registration of bidders and payment of bid document cost (on e-tender site)	To + 1	26.02.2026 (Thursday)
3	Last date of receiving queries from Bidders	To + 5	02.03.2026 (Monday)
4	Pre-bid conference for registered bidders	To + 6	02.03.2026 (Monday)
5	Last date for responses to queries by the TGMDC	To + 8	04.03.2026 (Wednesday)
6	Last date for downloading of Tender Document	To + 9	05.03.2026 (Thursday)
7	Last date for submission of bids on e-tendering site as well as physically (Technical + Initial Price Offer) (On or before 17:00 hrs. IST)	To + 11	07.03.2026 (Saturday)
8	Opening of the original documents submitted physically (11:30 hrs. IST)	To + 11	07.03.2026 (Saturday)
9	Opening of the Technical Bids on e-tendering site (17:00 hrs. IST)	To + 13	09.03.2026 (Monday)
10	Start date for examination of the Technical Bids	To + 14	10.03.2026 (Tuesday)
11	Announcement of the Technically Qualified Bidders	To + 16	12.03.2026 (Thursday)
12	Opening of initial price offers of Technically Qualified Bidders and intimation of Qualified Bidders	To + 18	16.03.2026 (Monday)
13	Issuance of LoI by TGMDC acknowledging successful Bidder as the Successful Bidder subject to compliance with all the terms and conditions of eligibility Announcement of Successful Bidder	To + 20	18.03.2026 (Wednesday)

### Note:

- 'To' refers to the date for publication of notice inviting tender in at least one English national newspaper and two local language newspaper and on the State Government website.
- In case any of the dates fall on a holiday, the date will automatically shift to the next working day.

List of Abbreviations:

BG	Bank Guarantee
DD	Demand Draft
DMG	Department of Mines & Geology
EMD	Earnest Money Deposit
FY	Financial Year
INR or Rs	Indian National Rupees or Legal tender currency of India
Lakh	Hundred Thousand or 100,000
LOI	Letter of Intent
LSA	Laboratory Service Agreement
M or m	Meter
NABL	National Accreditation Board for testing and calibration Laboratories
NIT	Notice for Inviting Tender
No.	Number
POA	Power of Attorney
SD	Security Deposit
Tel.	Telephone
TGMDC	Telangana Mineral Development Corporation

## Definitions

The following definitions apply to this Tender Document, unless the context otherwise requires:

**"Agency"** would be the Bidder selected through the Bidding Process, as ascribed to in this Bid Document, who would sign and execute the Laboratory Services Agreement and/or legal agreements as prescribed by the laws applicable, with TGMDC. The Agency shall include its legal representatives, successors and permitted assigns.

**"Affiliates"** with respect to a Company, means a Company in which that other Company has a significant influence, but which is not a subsidiary Company of the Company having such influence and includes a Joint Venture Company. For the purposes of this clause, "significant influence" means control of at least twenty per cent of total share capital, or of business decisions under an agreement. In case of common shareholding of more than 20% through multiple layers or holding companies, such companies will not be considered as Affiliate (as per section 186 of Companies Act, 2013).

**"Applicable Law"** shall mean all applicable statutes, laws, by-laws, rules, regulations, orders, ordinances, protocols, codes, guidelines, policies, notices, directions, judgments, decrees or other requirements or official directive of any government authority or court or other law, rule or regulation approval from the relevant governmental authority, government resolution, directive, or other government restriction or any similar form of decision of, or determination by, or any interpretation or adjudication having the force of law in India

**"Authorized Signatory"** shall mean the individual representing a Bidder who has been duly authorized on behalf of such Bidder to execute and submit the Bid in accordance with the terms hereof.

The Authorized Representative /Authorized Signatory should hold the power of attorney in the format provided in Section 9.7 duly authorizing him/her to perform all tasks including but not limited to sign and submit the proposal; to participate in all stages of the Bidding Process; to correspond for and on behalf of the Bidder, and to execute the LSA and any other documents required to give effect to the outcome of the Bidding Process. The original power of attorney, duly notarized, in favor of the Authorized Representative and Signatory shall be enclosed by the Bidder along with the covering letter. Further, it is clarified that any one Authorized Signatory can also commit Bidder on all matters i.e. even if one Authorized Representative sign/agree on any matter with TGMDC, same shall be binding on the Bidder. No change in Authorized Representative would be made without prior written consent of the TGMDC. Authorized Representative shall normally be from Lead Member and each of the consortium members shall

issue separate authorization in favor of Lead Member authorizing lead member to commit them for all acts and deeds in relation to this bid through Authorized Representative. Each consortium member other than the Lead Member shall also designate a member as Authorized Representative to represent the consortium member in all matters pertaining to its Proposal.

**"Bidder"** means a person who has purchased this Tender Document, and the expression Bidders shall include all such persons. Any Bidding Entity and/ or Bidding Consortium shall be referred to as Bidder.

**"Bid Due Date"** means the date on which the Technical Bid and the initial price offer is required to be submitted in accordance with Section -

**"Bid Security"** means bid security as referred to in Section 6.2

**"Bidding Consortium"**: If the Bid for the proposed project has been made by more than one Corporate Entity, then this group of Corporate Entities is referred to as the Bidding Consortium. Bidding Consortium can be of maximum three Corporate Entities. It is clarified that provisions of Bidding Consortium applies to each of the individual members as well.

**"Bidding Entity"** shall mean a single Corporate Entity, incorporated under the applicable Laws that has submitted a Proposal in response to the TENDER.

**"Bid Document/Bidding Document"** comprises of press notification, notice inviting tender, bid data sheet, bidding schedule, disclaimer, abbreviations, definitions, rules of construction, description of the selection process, qualifying requirements and instruction to Bidders, etc. to enable the Bidders to prepare their Proposal for selection of Laboratory agency through bidding and shall include any modifications, amendments/corrigenda or alterations or clarification thereto.

**"Bid Submission Date/Bid Due Date"** The last date for submission of Bid as specified in bidding Schedule.

**"Bid Validity Period"** Shall have the meaning as defined in Clause 25

**"Consortium"** shall refer to a group of maximum 3(three) entities that have collectively submitted tender document in accordance with the provisions of this tender request and pursuant to a consortium agreement entered into amongst them.

**"Contract Period"** shall have the meaning as defined in the Laboratory Services Agreement.

**"Corporate Entity"** means a company as defined in the applicable Companies Act and shall also include any company incorporated outside India as per law applicable in the country of its incorporation.

**"Earnest Money Deposit or EMD"** shall have the meaning as defined in the Clause 6.2.

**"Laboratory Services Agreement or LSA"** Shall mean the agreement signed between TGMDC and the Agency (Bidder selected through the Bidding Process in accordance with this Bid Document) for analysis and testing of minerals

**"Lead Member"** means, such member of the consortium which is an entity engaged in exploration and/or mining activities, designated as the lead member by other Member of the Consortium in the consortium agreement.

**"Financial Year or Accounting Year"** Financial Year or Accounting year shall mean the 12 month period from 01<sup>st</sup> April to 31<sup>st</sup> March corresponding to the audited financial statements in India.

**"Member"** shall mean each Eligible Entity forming part of a Consortium.

**"Scheduled Commercial Bank"** shall mean a Scheduled Bank as listed in the Second Schedule of the Reserve Bank of India Act, 1934, excluding those listed under the headings of Gramina Banks, Urban Co-operative Banks and State Cooperative Banks.

**"Successful Bidder"** Means Bidder whose Bid has been selected as per selection criteria given in clause 7.2 (step-2).

**"Tender Document"** means this tender document together with the schedules and documents referred herein, including the Information Memorandum and any addenda to this Tender Document

**"Price Bid"** shall have the meaning as described in Clause 12.3 of this Bid Document

**"Qualified Bidder"** means bidders who fulfill the technical suitability Criteria as per clause 5.2

## **Section-II**

### **Salient Features of Bid Document**

#### **1.0 Introduction**

- 1.1 The Telangana Mineral Development Corporation Limited was incorporated on 8<sup>th</sup> October, 2014 and registered under the Companies Act 2013 with full participation by Government of Telangana. The main objective of the corporation is Development of Mineral Resources with Exploration and Development of mineral Industries with Private Participation.
- 1.2 TGMDC desires to select a technically competent and financially sound NABL accredited laboratories to undertake all the activities necessary for chemical analysis/testing of rocks & mineral samples as per IS specification methods at competitive price.
- 1.3 This tender document is intended to give a general description of nature of the work and the quality envisaged for the Laboratory studies. The work shall be executed in accordance with the best modern practices and to the complete satisfaction of TGMDC.
- 1.4 The information given in this tender document is given in good faith and meant to serve as a guide to enable the intending tenderers to submit their tenders on item rate basis. It is imperative that the tenderer shall obtain and examine all data, information and particulars required for the satisfactory execution of the work covered under the scope of this tender.

#### **2.0 Scope of Work**

- 2.1.0 The detailed scope of work for laboratory studies are furnished below:
  - a. TGMDC will provide rocks/mineral samples for analysis/testing in laboratory
  - b. Successful Bidder have to collect the lot of the samples either from TGMDC office or from different exploration sites of the state at their own cost.
  - c. Maintaining smooth laboratory work flow by following routine laboratory duties like Keeping lab work areas clean and organized, perform routine repairs and maintenance of lab equipment, monitoring the status of laboratory supplies
  - d. Perform laboratory administrative duties by receiving samples from TGMDC as per LSA, calculating and recording

- analytical results in the appropriate log book, data entry in the LIMS, maintaining chemical/equipment traceability records, documenting QA/QC requirements, and generating control charts.
- e. The Bidder shall prepare primary samples to desired mesh size as per required standard procedure for carrying out chemical analysis/ testing.
  - f. Bidder shall also be responsible for preparing check samples from Duplicate primary samples and also for preparing Composite samples.
  - g. Each sample's are to be assigned with a unique sequential numbering pattern.
  - h. The agency shall be responsible for preservation of powdered surface & core samples.
  - i. The agency has to follow standard storage facility for duplicate & reserve samples with their own cost till Project report is finalised or is handed over to TGMDC officials.
  - j. Bidder shall carry out chemical analysis/testing for the radicals indicated in quantum of work as per IS specification methods in NABL accredited laboratories
  - k. Agency shall make arrangement for handing over 5% of primary samples identified by TGMDC for External check samples analysis in the laboratory identified by TGMDC. Cost of external check sample analysis will be borne by TGMDC. If any variation in the results is found which is not within the prescribed international standard then agency has to carry out re-testing of all the primary samples without any extra charges.
  - l. Preparation of Thin section, polished section, wafers and tablets from samples for petrological studies
  - m. Thin section studies in microscopes to identify mineral composition in the rocks, type of rock
  - n. Determining Specific gravity, field density tests and density index/ relative density test.

## **2.2 Analysis & Test results Reporting Procedures**

- a. Agency has to make available the test reports to TGMDC/GM (M) for inspection purposes. Further, the Agency will have to submit a copy of all the reports as per time schedule prescribed in Laboratory Services Agreement.
- b. The Agency shall provide all data in soft copy in CD/DVD and hard copy duly sealed and signed.
- c. TGMDC has right to appoint its own person or any third party person to oversee and monitor work of Agency at all time. Agency shall provide access and information of all analysis to such person at all times.

### 3.0 Quantum of Work

The proposed quantum of work in Laboratory Studies are as under:

<b>Laboratory Studies in Dolomite Block</b>		
<b>S. No.</b>	<b>Chemical analysis</b>	<b>No. of Samples</b>
<b>I</b>	i) Chemical Analysis for Primary Check samples for 8 radicals i.e. 08 radicals-CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O.	200
	ii) Internal Check Samples (5% of Primary) for 8 radicals i.e. 08 radicals-CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O	10
	iii) External Check Samples (10% of Primary) for analysis 8 radicals i.e. 08 radicals-CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O .	20
	iv) Composite Samples for CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O, K <sub>2</sub> O SO <sub>3</sub> , P <sub>2</sub> O <sub>5</sub> , Cr <sub>2</sub> O <sub>3</sub> , MnO <sub>2</sub> , Acid Insolubles	10
<b>II</b>	<b>Physical analysis</b>	
	a) Preparation of thin sections	4
	b) Petrographic studies	4
	c) Bulk density	4

<b>Laboratory studies in Fuller's Earth Block</b>		
<b>S. No.</b>	<b>Chemical analysis</b>	<b>No. of Samples</b>
<b>I</b>	<b>i) Primary core Samples -XRF method - Major Oxides</b> CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O.	175
	ii) Internal Check Samples for 8 radicals i.e. 08 radicals CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O .	0
	iii) External Check Samples (10% of Primary) for analysis 8 radicals i.e. 08 radicals-CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O.	18
	iv) Composite Samples for 12 radicals	18

<b>II</b>	<b>Physical analysis</b>	
	a) Preparation of thin sections	5
	b) Petrographic studies	5
	c) Bulk density	10

<b>Laboratory studies in Colour Granite Block</b>		
<b>S. No.</b>	<b>Chemical analysis</b>	<b>No. of Samples</b>
<b>I</b>	XRD / XRF Analysis for major oxides	45
	External Check Samples (10% of Primary) for XRD / XRF Analysis for major oxides	5
<b>II</b>	<b>Physical analysis</b>	
	Preparation of thin sections	25
	Abrasion Value	20
	Dry density	20
	Compressive strength	20
	Flexural strength	20
	Polishing Index (Specular Gloss)	20
	Water absorption	20

<b>Laboratory studies in Limestone Block</b>		
<b>S. No.</b>	<b>Chemical analysis</b>	<b>No. of Samples</b>
<b>I</b>	XRD / XRF Analysis for major oxides	325
	Internal Check Samples (5% of Primary) for XRD / XRF Analysis for major oxides	17
	External Check Samples (10% of Primary) for XRD / XRF Analysis for major oxides	33
	Composite Samples for 6 radicals CaO, MgO, Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , Fe <sub>2</sub> O <sub>3</sub> , and LoI	6
<b>II</b>		
	a) Preparation of thin sections	6
	b) Petrographic studies	6
	c) Bulk density	6

#### **4.0 Quality Assurance/Quality Control (QA/QC)**

4.0.1 Maintain the quality assurance of the laboratory by:

- a. Maintaining the Laboratory's Quality System like updating, revising, and maintaining the Laboratory's Quality Assurance

- Manual, Standard Operating Procedures, and other quality documents.
- b. Follow all Quality Assurance/Quality Control procedures as outlined in the ANRA Laboratory Quality Assurance Manual.
  - c. Throughout the process of laboratory studies, the Agency should ensure that a quality assurance program is in place and that any required quality control measures are implemented. Quality assurance programs should be systematic and apply to all types of data acquisition, across the full range of values measured and not only for high or unusual results.
  - d. QA/QC must be addressed during the collection, recording and storage of any of the primary data and the interpreted data ultimately used in the finalization of test results.
  - e. This program should also address data verification, sample preparation, analytical methods, the use of duplicates/ blanks/ standards, effects of multiple periods of data acquisition and consistency of interpretation in three dimensions.
  - f. The results of the QA/QC program shall form part of the database and must be recorded.

## **5.0 Eligibility/ Qualification Criteria**

### **5.1 General**

- a. Only eligible Entities i.e Companies, partnership firms and Consortium of companies and /or partnership firm can submit the tender document.
- b. The following companies are eligible for participation Companies incorporated in India under the Indian Companies Act, 1956, or Companies Act, 2013, as the case may be.
- c. In case of firm only partnership firms are eligible for participation and not sole proprietorship firms.
- d. The companies or partnership firms forming a Consortium shall have to keep the original composition of the Consortium unchanged throughout the period of tender and till the validity of the tender.

### **5.2 Technical Criteria**

- a. Sample processing facility for cutting/crushing/grinding/ powdering of representative samples to desired size (-120 to -200 mesh) for analysis/Testing
- b. The bidder must have NABL accreditation for mineral analysis/testing as per ASTM/ISO/IS standards for his Chemical laboratory

- c. Petrological laboratory facility to carry out petrological studies like thin section studies & for determining Specific gravity, field density tests and density index/ relative density test
- d. The bidder must have qualified experienced technical personals to carry out analysis/ testing as per IS specified methods. The technical personnel minimum qualification & experience requirement are indicated below:

<b>S. No</b>	<b>Designation</b>	<b>No. s</b>	<b>Minimum Qualification</b>	<b>Minimum Experience</b>
1	Senior Chemists	1	Master's degree or equivalent in analytical/ inorganic chemistry from UGC recognized Institution	15 years in analyzing exploration samples for rocks & minerals
2	Chemist	2	Master's degree or equivalent in analytical/ inorganic chemistry from UGC recognized Institution	3 years in analyzing exploration samples for rocks & minerals
3	Geologists	1	Master's degree or equivalent in Geology/ Applied Geology from UGC recognized Institution	5 years in carrying out petrological studies/ testing of rocks & minerals. (Thin section & Sp. Gr.)

- e. The Bidder must have experience of at least analyzing about 15,000 no rocks/mineral/ore samples by IS specified method in last three Financial Years which should include about 1500 Dolomite Fuller's, Earth, Colour Granite and Limestone samples for analysis.
- f. Details of Laboratory instruments, equipment's, tools, etc., the bidder proposes to deploy for this work.

### **5.3 Financial Criteria**

- a. The Bidder shall have to fulfill the average annual Turnover requirement of at least INR One (1) Crore during last three completed Financial Years immediately preceding 31<sup>st</sup> March 2025.

AND

- b. The Bidder shall have positive Net Worth of at least Rs.25 Lakhs as on last date of completed Financial Year immediately preceding 31<sup>st</sup> March 2025.

- c. The Bidder must have satisfactorily completed one similar work of value not less than Rs 25 lakhs.

## **6.0 Tender Fees, Earnest Money Deposit (EMD) & Security Deposit (SD):**

### **6.1 Tender Fees**

- a. Bidders shall pay non-refundable of fees of Rs 10,000 + GST (Rupees Ten thousand + GST) for tender document through Demand Draft and scanned copy of the same shall be attached in e-procurement portal (<https://tender.telangana.gov.in>) while submitting the bid document

### **6.2 Earnest Money Deposit (EMD):**

- a. Tenderers are required to pay an EMD of Rs. 3.00 Lakhs + GST (Rupees Three Lakhs + GST ) through DD or Banker's Cheque drawn in favour of M/s. TSMDC Ltd., payable at Hyderabad.

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

- a. The successful Bidder shall remit Security Deposit to TGMDC at the time of entering into the Agreement. The EMD amount of Rs.3.00 Lakhs will be converted to the security deposit and The Security deposit shall be valid for the contract period + 180 days from the date of Agreement. The Successful bidder shall not be entitled to claim interest on Security deposit..
- b. The EMD of the unsuccessful Bidders shall be returned within one month of the signing of the Laboratory Services Agreement with Agency. For the successful Bidder this EMD shall be converted as Security deposit as defined in the LSA. The EMD amount shall not bear any interest.
- c. The EMD can be forfeited if:
  - The EMD can be forfeited and appropriated by TGMDC as a genuine pre-estimated compensation and damages payable to TGMDC for, inter alia, the time, cost and effort of TGMDC without prejudice to any other right or remedy that may be available to TGMDC hereunder, or otherwise, under the following conditions:
  - if the Bidder withdraws or alters or modifies or revokes its Bid, partially or fully, during the Bid Validity Period or any extension granted thereof as per terms of this TENDER document;
  - if any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or in case of any material misrepresentation of facts;

- if the Successful Bidder fails to sign the LSA within 07 (seven) days from the date of issue of the Letter of Award unless such delay is on account of TGMDC;
- if a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice, restrictive practice, collusive bidding or bid rigging as specified in this TENDER document;
- if a Bidder withdraws its Bid before completion of the Bidding Process during the Bid Validity Period;
- if the Bidder is otherwise in breach of the terms of this document.
- in case the Successful Bidder does not comply with the requirements of the Financial Proposal;
- in case the Technical Proposal of a Bidder contains any information of the Financial Proposal of the Bidder;
- if a Bidder submits a conditional proposal; and
- if any entity/Bidder submits more than one Bid, either as a single Bidder or as part of a consortium, all such Bidder and/or Bidding Consortium shall stand disqualified as well.

## **7.0 Selection Process**

The objective of TGMDC is to select an Agency who has the appropriate technical experience and financial strength to ensure timely analysis of samples in accordance with the requirement of TGMDC and as per marking scheme detailed below;

### **7.1 Bid Evaluation Criteria:**

- Technical bids will be opened after verification of receipt of payment towards Tender Fee and EMD. The bidders will be able to view it on their computers through online on date and time notified in tender notice
- Bids not containing the Tender fee and EMD shall be rejected outright.
- TGMDC shall examine whether the bidder has submitted as per the prescribed formats as given in clause 12 in this Bid Document along with all required documents and information, meeting all general conditions and timelines stipulated in this Bid Document.
- The bidder who submitted all required documents along with bid will be considered for bid evaluation.

### **7.2 Evaluation of Bids:**

The bids considered suitable for as per above clause 7.1 will be evaluated in two steps:

Step 1:

Evaluation of the bids shall be done, based on fulfilment of technical parameters as indicated in the Tender, to examine the Technical suitability of the participating bidders. Bidders who fulfil the Technical criteria will be declared 'Qualified Bidder.

The 'Qualified bidders' will be communicated the date and time of on line opening of price bids by telephone or email or SMS.

Step-2:

On the communicated date Price Bids of the 'Qualified Bidders' only shall be opened. However, all the bidders will be able to view the price bids online on their computers. The Qualified Bidder who submits the lowest Price Offer shall be declared as the "Successful Bidder" on the opening of Price Bid. (L-1 party).

### **7.3 Issuance of Letter of Intent (LoI)**

TGMDC shall determine the Successful Bidder through the Bidding/tender process outlined in Clause 7.2 hereof. TGMDC shall issue to the Successful Bidder a Letter of Intent (LoI) confirming that it has been accepted by TGMDC. Before issuance of the Letter of Intent, TGMDC reserves the right to conduct due diligence on the Bidder including right to visit the laboratory it had showcased for meeting the Technical Criteria and/ or Financial Criteria.

### **7.4 Agreement (Laboratory Service Agreement)**

- a. The successful Bidder shall be required to execute an Laboratory Service Agreement (LSA) in the prescribed proforma enclosed as Annexure-I. The Agreement shall be prepared on a Non-Judicial Stamp Paper of appropriate value to be purchased by the successful Bidder in his / their name and the same shall be executed within seven (7) working days from the date of issue of the Letter of Intent / Letter of Acceptance. The successful Bidder shall commence the operations within one week from the date of Agreement. In the event of failure on the part of the Agency to sign the AGREEMENT (LSA) within the specified time, TGMDC shall may, at its sole discretion, cancel the Letter of Intent or Letter of Acceptance and forfeit the Earnest Money Deposit.
- b. The Successful Bidder before signing LSA shall be required to carry out the following duties:
  - In case of Bidding Entity, such Successful Bidder shall be issued Letter of Intent ("LoI") by TGMDC for executing the scope against the Laboratory Services Agreement. Written acceptance and acknowledgment of the LoI shall be provided by the Bidding Entity within 07 (seven) days of issuance of such LoI. The

Successful Bidder shall submit the Security and shall enter into the Laboratory Services Agreement with TGMDC within 07 (seven) days of issuance of LoI. The Bidding Entity shall be responsible for performance of the obligations required to be performed in the Laboratory Services Agreement.

- In case a Bidding Consortium becomes the Successful Bidder, the Successful Bidder shall be issued the Letter of Intent ("LoI") by TGMDC for executing the scope provided in the Laboratory Services Agreement. Written acceptance and acknowledgment of LoI shall be provided within 07 (seven) days of issuance of such LoI by the Authorized representatives of the Bidding Consortium under common seal. The Successful Bidder shall enter into the Laboratory Services Agreement with all the members of the Consortium with TGMDC within 07 (seven) days of issuance of LOI. All the members of the Consortium shall be jointly and severally responsible for all obligations and liabilities relating to the Project, in accordance with the terms of the TENDER and in accordance with the terms of the Laboratory Services Agreement
- c. Execution of the Laboratory Services Agreement shall be subject, inter alia, to the following conditions precedent having been fulfilled by the Successful Bidder:
- The Successful Bidder/members of the Bidding Consortium have submitted to TGMDC, the written acceptance and acknowledgment of the LOI.

## **Section-III**

### **General Conditions / Instruction to Bidder**

#### **1.0 Disclaimer**

- 1.1 This bid document is not transferable.
- 1.2 The information contained in this Tender Document or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the TGMDC or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this Tender Document.
- 1.3 This Tender Document is neither an agreement nor an offer by the TGMDC to the prospective Bidders or any other person. The purpose of this Tender Document is to provide interested parties with information that may be useful to them in making their bids pursuant to this Tender Document. This Tender Document may not be appropriate for all persons, and it is not possible for the State Government, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this Tender Document. The assumptions, assessments, statements and information contained in the Tender Document may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Tender Document and obtain independent advice from appropriate sources.
- 1.4 Information provided in this Tender Document to the Bidder(s) has been collated from several sources some of which may depend upon interpretation of Applicable Law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as complete. The TGMDC, its employees or advisors accept no responsibility for the accuracy or otherwise for any statement contained in this Tender Document.
- 1.5 The TGMDC or its advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Tender Document or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Tender Document and any

- assessment, assumption, statement or information contained therein or deemed to form part of this Tender Document or arising in any way from participation in this tender process.
- 1.6 The TGMDC also accepts no liability of any nature howsoever caused arising from reliance of any Bidder upon the statements contained in this Tender Document.
  - 1.7 The TGMDC may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.
  - 1.8 The issue of this Tender Document does not imply that the TGMDC is bound to select a Bidder as Successful Bidder for carrying out laboratory studies and the TGMDC reserves the right to reject all or any of the Bidders or bids without assigning any reason whatsoever.
  - 1.9 Each Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the TGMDC or any other costs incurred in connection with or relating to its bid.
  - 1.10 This Tender Document is not transferable. The price paid by the Bidder for the Tender Document shall not be refunded.

## **2.0 Examination**

- 2.1 The Bid document can be downloaded free of cost from <https://tender.telangana.gov.in>
- 2.2 However, bidders have to submit Non-refundable Demand Draft in favour of TGMDC Ltd for fees of Rs 10,000 + GST (Ten thousand only) for tender document through Demand Draft and scanned copy of the same shall be attached in e-procurement portal (**<https://tender.telangana.gov.in>**) while submitting the bid document
- 2.3 The bidder shall carefully examine the tender documents. Bidders are advised to carefully read this NIT Document along with Annexures, if any, understand them in the proper perspective and then fill the Technical Bid Format and Price Bid Format.
- 2.4 The Bidder shall be deemed to have obtained all information as to risks, contingencies, responsibilities and other circumstances which might influence or affect his/their tender and the progress and performance of the contract and have taken into account all conditions and matters that may affect his/their works and cost thereof.
- 2.5 The bidder shall be deemed to have been acquainted with all Government taxes, laws, statutes, regulations, levies etc., and other charges relating to the work at site. The rates quoted by the

tenderer shall include all Government taxes, levies and other charges relating to work at site.

- 2.6 Any neglect or omission or failure on the part of the Tenderer in obtaining necessary and reliable information upon the foregoing or any other matter affecting the tender shall not absolve him/them of any risk or liabilities or responsibilities for completion of the entire work in accordance with the terms and conditions of Tender Documents.
- 2.7 The Bidder shall fulfil all the requirements stipulated in this NIT. The offers submitted with any deviation to the NIT and /or with conditions shall be liable for summary rejection and no correspondence/dispute on this account shall be entertained by TGMDC.
- 2.8 TGMDC shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender or the Bidding Process, including any error or mistake therein or in any information or data given by TGMDC.

### **3.0 Discrepancies and Adjustment of Errors**

In case of lack of clarity in figures quoted by the tenderer, the rates **quoted in words will be considered** ignoring the rates quoted in figures. And if there is discrepancy between the rate quoted and the amount worked out by the tenderer, then the **rate quoted will be taken as correct** and the value will be arrived at based on the quantities stipulated in the tender.

### **4.0 Acceptance of Tender / Issue of Letter of Intent**

- a. Acceptance of tender by the TGMDC will be communicated by Courier Service or by Registered letter.
- b. Letter of Intent (LoI) will be issued by TGMDC to the successful bidder and on receipt of LoI, the successful bidder shall enter into LSA with TGMDC as per the norms and conditions mentioned in the tender document.

### **5.0 Manner of Preparation of Tender**

- 5.1 The tender proposal shall be made in TWO PARTS i.e., PART - 1 and PART-2. PART-1 shall contain the Technical Bid and PART-2 shall contain the "Price Bid" which shall be prepared in the manner described below:
- 5.2 PART – 1
  - a. **Technical Bid:** The bidder should submit following documents duly filled in and signed with date and seal on each page by the tenderer shall be submitted to TGMDC.
    - Format for Cover Letter in the prescribed proforma, "FORM – A" enclosed in Section- IV.

- Certificate from NABL regarding accreditation for mineral analysis/testing as per ASTM/ISO/IS standards for Bidders Chemical laboratory
- Check list of documents to be enclosed with the tender: This shall be submitted in the prescribed proforma, "FORM – B" enclosed in Section- IV.
- **Format for Letter of submission Manner of Preparation of Tender** ion of Tender: This shall be submitted in the prescribed proforma "FORM–C", enclosed in Section-IV.
- Full information about the tenderer: This shall be furnished in the prescribed proforma, "FORM-D", enclosed in Section-IV
- Full information about financial soundness of the Bidder in the prescribed proforma, "Form E", enclosed in section IV
- Full information about Technical Qualification & experience as per Technical Criteria of the Bidder in the prescribed proforma, "Form F", enclosed in section IV
- **Details of Laboratory instruments, equipment's, tools, etc., the bidder proposes to deploy for this work:** This shall be furnished in the prescribed proforma, "**FORM – G**".
- **Details of similar works done during the past Three years by the Bidder:** This shall be furnished in the prescribed proforma, "**FORM –H**".
- In the event of the space being insufficient for the required purpose, additional sheets may be added, which shall be numbered consecutively and duly signed and included in the bid submission form ("**Form – B**").
- Any other information, the Bidder desires to furnish in connection with this tender.

#### 5.1 PART 2:

- Price Bid:** The Tenderer shall submit scanned copy of Price Bid (Part-2) upload in the e-procurement portal (<https://tender.telangana.gov.in>) and need not required to submit in the TGMDC Office:
  - The prices are to be quoted strictly as per Price Bid Format including other all applicable levies & taxes. Price quotation as specified in **Form I**.
  - The rates must be clearly shown both in figure and in words in English.
  - The rates quoted in the tender must be firm and hold good throughout the contract period. No escalation whatsoever will be allowed except as provided in the tender. Increase in the rates on any other count shall not be considered.

- Only the bidder who quotes rates for number of samples shall be considered for evaluation. Quoting for part of the work is liable for rejection.
- The rates quoted shall be all inclusive covering the cost of personnel, instruments, equipment's, materials and all other facilities and operations necessary for the satisfactory completion of the work and shall be inclusive of all charges for handling, transport, lead, lift, labour housing, sanitary and medical facilities for labour, construction, tools and plant, electric power and water, workshop, insurance, payment of taxes and duties, watch & ward arrangements etc., and all other expenses of every description which under the contract are to be borne by the AGENCY.
- Price Bid to be submitted in Excel Format and not with Technical Bid.

## **6.0 Authority to sign the Tender**

- 6.1 In case of an individual, the tender may be signed only by individual Bidder. Bidders of consortium, Partnership Firms shall be signed on behalf of the Firm by the Authorised Lead Member, Partner and in case of Tenders of a Company shall be signed, on behalf of the Company, by a person authorized to do so and an appropriate Board Resolution showing the authority of the person to sign the tender. The Board Resolution for signing the documents shall be annexed to the tenders. The TGMDC may reject the tender not supported by adequate proof of authorization of the signatory.
- 6.2 All signatures shall be dated and seal shall be affixed where ever required. All corrections are to be attested.
- 6.3 The rates quoted by the BIDDER shall be free from corrections / cutting and overwriting. Corrections, if any, shall be attested by the person signing the tender. Tenders containing overwriting, erased rate(s) or corrections without attestation shall be liable for rejection.

## **7.0 Manner of Submission**

- 7.1 The Proposal is to be submitted by any one of the following routes:  
Route A: Single Bidding Entity;  
Or  
Route B: Bidding Consortium-Members of Bidding Consortium shall be any domestic or foreign entity incorporated in India or abroad as per respective Applicable Laws.
- 7.2 Route A: Bidding Entity qualifying on its own

- a. Under Route A, Bidder should be an Entity meeting General and technical Criteria as per Clause 5.1 and 5.2 on its own.
- b. Under Route A, Bidder should be an Entity meeting Financial Criteria as per Clause 5.3 considering standalone financial statements.

7.3 Route B: Bidding Consortium

- a. Under Route B, Bidder should be an Entity meeting General and technical Criteria as per Clause 5.1 and 5.2 on its own.
- b. Bidder may be Consortium of up to three Corporate Entities.
- c. In case the Bidder is a Bidding Consortium, the Proposal must be submitted in the name of the Bidding Consortium signed by the Authorized Representative of the Consortium. The Authorized Representative should belong to the Lead Member.
- d. In case the Bidder is a Bidder Consortium, any one member of the Consortium shall meet the entire Technical Criteria mentioned in Clause 5.2
- e. In case the Bidder is a Bidder Consortium, Lead Member shall meet the entire Financial Criteria mentioned in Clause 5.3
- f. In case the Bidder is a Bidding Consortium, none of the members are allowed to draw any technical or financial strength from its Affiliate.
- g. Net Worth of each member of the consortium as on the last date of the last financial year, considered for meeting Financial Criteria, should be positive.
- h. Each member should meet the either

At least any of the Technical Criteria mentioned at Clause 5.2

Or

At least any of the absolute values of the Financial Criteria mentioned at Clause 5.3

- i. All the Consortium members will be required to furnish a legally enforceable Consortium Operating Agreement (COA) along with Techno- Commercial Bid holding themselves jointly and severally liable to TGMDC to perform all contractual obligations, valid for entire Contract Period as per format enclosed in the bidding documents. The number of executants of the COA should not exceed three.
- j. All members shall submit Board Resolution as per format provided at Annexure - III
- k. In case of Bidding Consortium, EMD can only be issued by Lead Member of the Consortium.
- l. In case of Bidding Consortium, any member can purchase the Bid Documents.

**8.0 Other conditions for Bidders**

- a. A Bidder shall submit only one Proposal either as a single Bidding Entity or as part of a Bidding Consortium

- b. The Bidding Entity/the Lead Member of Bidding Consortium should designate one person to represent the Bidding Entity/Bidding Consortium in its dealings with the TGMDC. The person so designated shall be authorized to perform all tasks including, but not limited to providing information, responding to enquiries, entering into an agreement on behalf of the Bidder.
- c. The Bidder should submit the power of attorney (s), authorizing the signatory of its Proposal to commit the Bidder, along with submission of Proposal as per the format provided in Annexure- of this Bid Document
- d. The Bidder of either Route A or B shall ensure that all pages of the documents are signed and affixed the stamp thereon and the tenderer shall submit **scanned copies** of all documents relating to Technical bid and uploading in the e-procurement portal (<https://tender.telangana.gov.in>) and same hard copy shall be submitted to TGMDC Office superscribed as "**Part-1-Technical Bid**" along with EMD and tender fees.
- e. The Tenderer shall submit scanned copy of Price Bid (Part-2) upload in the e-procurement system and need not required to submit in the TGMDC Office.

## **9.0 MODIFICATION AND WITHDRAWAL**

- a. Bidder shall not be allowed to modify/vary their tenders after submission through online in e-procurement portal (<https://tender.telangana.gov.in>). If the tenderer, after submitting his / their hardcopy documents, realizes from his / their offer or modifies the terms and conditions thereof in a manner not acceptable to the TGMDC, the Earnest Money Deposited by the Tenderers with the Tender, shall be liable to be forfeited and his / their tender will be liable for rejection.
- b. Tenderer shall not be allowed to make multiple tenders and if multiple applications received, they are liable for rejection and their EMD will be forfeited.

## **10.0 Pre-Bid Meeting**

- 10.1 A pre bid meeting would be held to clarify and discuss issues with respect to the Bidding Process and the Bidding Documents. The pre-bid meeting shall be held as per the details given in the Bidding Schedule mentioned in Section I hereof.
- 10.2 Bidder may raise their queries and suggestions during pre-bid meeting. However, TGMDC may in its sole discretion but shall be under no obligation to amend the tender or respond to any such queries submitted by any Bidder.
- 10.3 Attendance of the Bidders at the pre-bid meeting is not mandatory.

10.4 Bidders who are interested in attending the pre-bid meeting shall inform the Contact Person of TGMDC at least 2 (two) calendar day before the date of the pre-bid meeting, along with the number of representatives who would be attending the pre-bid meeting.

### **11.0 Right to Annul Bidding Process**

11.1 TGMDC reserves the right to annul the Bidding Process at any point in time and not provide any explanation to the Bidders.

11.2 In case the Bid is annulled by TGMDC without any default on account of Bidder, the EMD shall be refunded to that Bidder. No non-refundable cost shall be reimbursed to the Bidder.

### **12.0 Language of the Bid**

12.1 The proposal and the entire supporting document shall be in English Language. Non-adherence to this clause may be treated as "Non Responsive Bid".

12.2 The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language.

### **13.0 Terms of Payment:**

13.1 After completion of analysis/test work as per the LSA the agency shall forward his invoice/ bill for the works performed every month duly certified by TGMDC GM (M), to the Paying Authority. The invoice/bill submitted by agency shall be supported by Work In analysis/test result report.

13.2 Applicable GST will be extra, which will be paid by TGMDC on every invoice. Any variation in GST imposed after the date of submission of offer will be paid / recovered by TGMDC.

13.3 The Payments would be made by the TGMDC office Hyderabad, after receiving the bills duly recommended by the GM (M).

13.4 TGMDC shall pay 90% of the invoice/bill amount to the agency on completion of works of the respective stage. TGMDC shall pay balance 10% to the agency only on successful completion of the entire assignment and after receipt of the final work completion certificate from TGMDC site in charge or his authorized representative. No advance shall be paid to the agency.

13.5 Payment will be per unit of work carried out as indicated in the Price bid. Payment shall be made within thirty (30) days of receipt of invoices.

13.6 All such payments would be made by TGMDC through e-Payment after deducting Income tax, other statutory Taxes, Levies as applicable

13.7 Security deposit shall be released on successful completion of the contract work in all respect and on issue of work completion certificate from TGMDC.

## **14.0 General**

- 14.1 Vague and Indefinite Expression:  
Tenders with vague and indefinite expression such as "Subject to Immediate Acceptance", etc., will not be considered.
- 14.2 Canvassing  
Canvassing in connection with this Tender is strictly prohibited. Tender of the Bidder, who resorts to canvassing in any manner shall be liable for rejection.
- 14.3 Tender documents not to be tampered:  
Bidder should not alter or remove any page of the tender documents and should submit complete set in the manner prescribed above, duly filled in signed and dated. Failure to comply with these instructions shall result in rejection of the tender.
- 14.4 No claim for compensation for submission of tender:
- 14.5 For the preparation and submission of tender, the Bidder shall not be entitled to any cost, expenses or other claims whether or not his / their tender is accepted / rejected and / or notice inviting tender modified, withdrawn or cancelled. In the event the tender is cancelled by TGMDC, the tender fee, if any, received by TGMDC will be refunded to the tenderer.
- 14.6 Tender documents not transferable:  
Tender documents are non-transferable and the documents sold by the TGMDC to an intending bidder shall be used only by that bidder.
- 14.7 The Tenderer is exclusively responsible for the supervision of the entire work, either personally or through his qualified supervisory agents or staff acceptable to the TGMDC for efficient execution of the work requires it.
- 14.8 The Bidder shall confirm to all the laws governing employment, payment, safety and welfare of his / their labour and staff and provisions of the Minimum Wage Act, the Workmen's Compensation Act, Contract Labour (Abolition & Regulation) Act, the Mines Act, Industrial Disputes Act, Maternity Benefit Act, Bonus Act and other statutory provisions as are existing as of now or as may be introduced later as well as those orders of Government of India or State applicable to the TGMDC, and the Rules and Regulations framed under the said Acts / Enactments, from time to time. If any amount becomes payable by the TGMDC as a result of any claim or application in terms of the provisions of the said Acts and the rules and regulations, bye-laws or the orders made there under, such amount shall be recoverable from the tenderers. Any consequences arising out of non-compliance of safety provisions will be at the risk and cost of Tenderer. The tenderer will maintain all the statutory registers under the above Acts / Enactments and Rules and Regulations.

- 14.9 The successful Bidder shall obtain all necessary licences, permits, approvals, etc., before the commencement of work as required under Telangana prevailing Rules for the execution of the work and of anything required to be done to execute the work. **It is sole responsibility of successful Bidder to any incidental expenditure incurred and involved thereon for maintenance of instruments/equipment's etc which shall be borne by the Successful Bidder.**
- 14.10 All the personnel engaged by the Bidder in connection with the performance of the contract shall be the employees of the bidder and no claim shall lie against the TGMDC in respect of non-payment of wages or remuneration of any description due by the tenderer to his / their employees or for any failure on the part of the bidder in the discharge of his / their obligations to his / their employee.
- 14.11 In the event of the TGMDC becoming liable for any claims by any person or persons as a result of applications of the provision of the said Acts and the Rules and Regulations and orders there under, the TGMDC has the right to deduct the said amount from the amounts due to the bidder from his bills or security deposit.

## **15.0 Safety, Sanitary and Medical Requirements**

- 15.1 The Tenderer and his / their employees shall promptly comply with the safety, sanitary and medical requirements as stated therein prescribed by law, or as may, from time to time.
- 15.2 The Tenderer shall be responsible for imparting required Vocational Training and the tenderer shall be responsible for the safety of his / their employees in all phases of work and shall provide and enforce the use of such safeguards, safety boots, shin guards, gloves, respirator, safety belts, helmets, goggles and other safety devices as may be required by the regulations for the time being in force. The tenderer shall promptly report serious accidents to any of his / their employees to the GM (M).
- 15.3 All portions of the work shall be maintained in a neat, clean and sanitary condition at all times. Toilets shall be furnished by the tenderer wherever needed, for use of employees on the work.
- 15.4 First Aid facilities and supplies as required by the Regulations for the time being in force shall be kept at the workplace.
- 15.5 All Equipments deployed for the work should have first aid, proper lighting front and audio-visual alarm.
- 15.6 The bidder shall provide his own staff at his own expense for protecting the property from any loss or damage from whatever causes, until the completion and acceptance of the work. Should any damage occur, the tenderer shall repair the same at his own expense to the satisfaction of the TGMDC.

The successful bidder shall follow the **monthly** targeted analysis of samples, as stipulated in the Contract period of three months. However, the shortfall can be made up in the subsequent months and the penalties shall be trued up at the end of the contract period. If the achievement is less than 40% of the targeted samples in any month, TGMDC reserves the right to terminate contract.

#### **16.0 Secrecy:**

The successful agency shall, at all times, keep confidential of all technical information, process data, designs, drawings, plans, specifications, reports relating directly or indirectly to the work either disclosed to the contractor by and/or on behalf of the TGMDC Ltd or acquired by the agency during the course of performance of the contract. The successful agency shall not use the same for any purpose other than the for execution of the subject contract. Any contravention of the provisions of this clause will amount to breach of the contract and security deposit shall be forfeited.

#### **17.0 Duration of contract/ Bid Validity Period**

- 17.1 Timely completion of the awarded work by the bidder is the essence of the tender.
- 17.2 The time limit for the entire contract is 180 days. However, the laboratory has to submit analysis results in a phase wise manner as indicated in LSA depending on no. of samples submitted by TGMDC.
- 17.3 Analysis should be completed in 30 days time of receipt of each batch of samples from TGMDC. However TGMDC reserves the right to increase or decrease the quantum of the work with advance intimation to the contractor.
- 17.4 The results in standard format should be submitted in triplicate (hard copy & one soft copy)
- 17.5 The agency shall start the work after the issue of LSA by TGMDC. The entire work indicated as per the scope of work is required to be completed as per LSA.
- 17.6 The contract period is renewable if TGMDC requires the continuation of services for any subsequent work and agreeable to Successful Bidder/Contractor as per the existing tender conditions.

#### **18.0 Force Majeure**

- 18.1 The term Force Majeure shall mean, acts of God, War, Civil riots, Fire, Floods, Earthquake, Hurricane, Lockouts, Strikes (not related to the tenderer and its employees) Civil War, Compliance with any statute, directions issued by any Governmental Authorities or regulation of the Government directly affecting this contract.
- 18.2 Upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within a week of the

- alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of his claim.
- 18.3 In case the Force Majeure event continues for more than 30 ( thirty) days, the Parties will mutually discuss and decide the future course of action.
- 18.4 No Party shall be liable for any claim for any loss, damage or compensation whatsoever arising out of failure to carry out the terms of this agreement to the extent such failure has been caused or contributed to by one or more events of Force Majeure
- 18.5 Where such impossibility of performance is partial, the said Party shall not be relieved of the performance of that part which is not so rendered impossible.

## **19.0 Arbitration**

- 19.1 Normally all disputes should be settled by negotiations between the TGMDC and the concerned parties.
- 19.2 In case any dispute / difference is not settled through negotiations, the respective parties can seek remedy through Arbitration only by invoking the same within 120 days of raising of dispute. No disputes shall be referred to civil courts other than through Arbitration.
- 19.3 In case of any dispute Sole Arbitrator shall be appointed from the list of 3 judicial officers maintained by TGMDC duly following the provisions of Arbitration and conciliation act 1996 as amended from time to time. The list of such names shall be forwarded to the party as and when the party requests for resolving the dispute. Such Judicial Officer as chosen by the party will be appointed by the Vice Chairman & Managing Director to adjudicate the dispute as a Sole Arbitrator. The Arbitrator so appointed shall conduct the proceedings in accordance with the Arbitration & Conciliation Act, 1996 as amended from time to time and pass a reasoned award. Both the parties should bear the cost of the arbitration equally.
- 19.4 If the Sole Arbitrator appointed by the Vice Chairman & Managing Director of the Telangana Mineral Development Corporation Limited is unable to continue as an Arbitrator for any reasons to be recorded in writing and the Vice Chairman & Managing Director of Telangana Mineral Development Corporation Limited thinks fit for appointment of a new Arbitrator in the place of existing Arbitrator, he is having a power to do so. Such new Arbitrator shall be appointed following the same procedure as contemplated in (a) above.
- 19.5 As and when such new Arbitrator is appointed, he can either continue the arbitration proceedings from the stage where the earlier Arbitrator discontinued his proceedings or alternatively the

new Arbitrator may art proceedings de novo if the circumstances warrant him to do so.

- 19.6 Failing to invoke Arbitration Clause within 120 days of dispute (from the date of the raising of the dispute) it is deemed that there is no dispute between the parties. No disputes shall be entertained in any form and on any matter pertaining to contract after expiry of 120 days of the period.

## **20.0 Termination of the Contract**

20.1 The contract shall remain valid for a period of 6 months. TGMDC however, has the right to review the contract periodically and also to terminate the same on the basis of review of periodic performance of the successful bidder

20.2 TGMDC shall have liberty to terminate the contract of the Agency without prior notice and without compensation whatsoever in the following events:

- If the execution of work be found unsatisfactory.
- If the Agency is found involved in any action involving moral turpitude;
- If the Agency's men are found involved in any action causing breach of peace of discipline at the locality/area causing local Law & Order Problem
- If he fails to comply with any of the terms and conditions that would be mutually agreed upon for the execution of the work.

## **21.0 Corrigendum**

Sometimes corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site [www.tgmdc.telangana.gov.in](http://www.tgmdc.telangana.gov.in) ,<https://tender.telangana.gov.in> only.

The bidders are therefore advised to refer to this site from time to time to keep them updated.

## **22.0 Assignment and Subletting**

The assignment and subletting of the contract is not permissible by TGMDC.

## **23.0 Dispute resolution:**

All the questions, disputes, differences arising under, out of or in connection with the contract shall be subject to exclusive jurisdiction of the High Court within the local limits of Hyderabad, Telangana where this contract is entered into.

**Section – IV**  
**Tender proposal forms and Annexure**

**FORM – 'A'**

**Format for Cover Letter (On letter head of the Bidding Entity / Lead Member of Bidding Consortium)**

**Format for Cover Letter**

**(On letter head of the Bidding Entity / Lead Member of Bidding Consortium)**

Proposal Ref. No. and Date:

From:

Bidder's Name and Address:

Route for Qualification: Route A/ Route B (as applicable)

Authorized Representative

Name:

Designation: Tel.

Nos:

Mobile

No.: Fax

No.:

Email Address:

To,

The Vice Chairman & Managing Director,

**TELANGANA MINERAL DEVELOPMENT CORPORATION LIMITED (TGMDC)**

# 6-2-915, 3<sup>rd</sup> FLOOR, HMWSSB PREMISES, REAR BLOCK, KHAIRATABAD,  
HYDERABAD – 500 004.

040-23323150(OFF),

[tgmcdcltd@gmail.com](mailto:tgmcdcltd@gmail.com).

Dear Sir,

Sub: Techno-Commercial Proposal for selection of Laboratory agency for analysis/testing of Dolomite, Fuller's, Earth, Colour Granite and Limestone samples

We, the undersigned Bidder having read and examined in detail the Proposal requirements for Selection of laboratory agency for analysis/testing of samples of TGMDC hereby submit our response.

Our Techno-Commercial Proposal for selection of laboratory agency for analysis/testing of Dolomite, Fuller's Earth, Colour Granite and Limestone samples, in response to the Bid Document issued by TGMDC vide reference no. dated (Bidder to specify date of issue of Bid Document by TGMDC) and its

subsequent corrigendum No (s) (Bidder to insert corrigendum number issued, if any by TGMDC subsequent to issue of Document) is enclosed.

This Techno-Commercial Proposal is being submitted for the express purpose of qualifying as a Bidder for the Selection of laboratory agency for analyzing/testing of Dolomite, Fuller's Earth, Colour Granite and Limestone samples of TGMDC in Telangana.

We are herewith enclosing the information with duly signed formats, containing all the information submitted, as desired by you, for your consideration.

We believe that we/our proposed consortium (as applicable) satisfy(s) all the Qualification Requirements as specified in the TENDER document and are/is qualified to submit a Bid.

Our offer is valid for 180 days from the date of Bid Submission Date.

Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal

Dated the ----- day of ----- of 2026

**FORM – 'B'**  
**CHECK LIST OF DOCUMENTS ENCLOSED WITH TENDER**  
 (To be in separate sheet and included in Part –1 of the tender)

Sl. No.	Description	Declaration
(Strike Out whichever is not applicable)		
<b>(A) PART – 1 OF THE TENDER (TECHNCIAL BID)</b>		
1.	Whether Check list of documents in the Prescribed proforma, Form 'A' enclosed with 'Tender proposal Forms'	Yes / No
2.	Whether Bid submission form in the prescribed proforma, Form 'B' enclosed with duly filled in and signed as per Instructions to Tenderers.	Yes / No
3.	Whether Earnest Money Deposit for the value as indicated in Notice Inviting Tender, in the manner Specified in Instructions to Tenderers.	Yes / No
4.	Whether following Formats enclosed to Tender Proposal Forms' duly filled in and signed along with all required enclosures, complete as per instructions to Tenderers. Form C ,D & Form E	Yes / No
5.	Whether Certificate of accreditation from NABL regarding Bidder's Laboratory	Yes/No
6.	Whether Format for submission of Technical Qualifications as per Technical Criteria Form-F	Yes/No
7.	Detailed List of the Equipment & Accessories owned by the Bidder in the laboratory and which has been proposed to be deployed for TGMDC's work Form-G	Yes/No
8.	Details OF Similar Nature of Work Done During The Past Three Years By The Bidder – Form-H	Yes/No
9.	Format for Price Bid (To be submitted on line only (through Telangana E-Procurement portal) no physical submission of price bid)- Form- I	Yes/No
<b>B. PART – 2 OF THE TENDER (PRICE BID)</b>		
1.	Whether Price quotation in the prescribed in Form 'I' enclosed ?	Yes / No

**FORM 'C'**  
**Bid Submission Form**  
**(To be included in Part – 1 of the tender)**

To  
The Vice Chairman & Managing Director  
Telangana Mineral Development Corporation Ltd.,  
3<sup>rd</sup> Floor, Rear Block, HMWSSB Premises,  
Khairthabad,  
HYDERABAD – 500 004.

**Name of Work:** For carrying out Chemical Analysis testing of Dolomite, Fuller's Earth, Colour Granite and Limestone samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts of Telangana by IS specification methods at valid **NABL** laboratory.

***Tender No. TGMDC/Mining/Laboratory Studies/2025-26***

Sir,

Having carefully examined all the tender documents and other documents and papers as enclosed and having understood the provisions contained therein, I/We hereby submit my / our offer to undertake the analysis and testing of samples of Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts Telangana in conformity with all the conditions stipulated in the tender documents and at the rates quoted by me / us in the Price Bid enclosed with the tender documents.

- 1.0 As stipulated in the Notice Inviting Tender, I /We herewith enclose Earnest Money Deposit of Rs..... in the form of Demand Draft in favour of TGMDC Ltd., I / We agree that in case our tender is accepted the said amount of earnest Money may be retained by the TGMDC Ltd., and treated as Security Deposit.
- 2.0 I / We undertake to agree for forfeiture of EMD by TGMDC if we do not execute the contract within the time prescribed in LOI.
- 3.0 I/We undertake, if our tender is accepted, to complete and deliver the whole of the works specified in the contracts within the time / period stipulated in the tender documents/ Contract.
- 4.0 I / We agree to abide by this tender condition to enter into agreement within a period of 7 days from the date of declaration of Successful Bidder

- 5.0 Unless and until a formal agreement is prepared and executed, this Tender together with my / our written acceptance thereof, shall constitute a binding contract between us.
- 6.0 I / We distinctly agree that I / We will not thereafter make any claim or demand upon Telangana Mineral Development Corporation Ltd., for release of EMD / Security Deposit / Payment of bill in case of reversal of work properly or due to alleged misunderstanding or mistake on my / our part of any of the said requirements, covenants, agreements, stipulations, restrictions and conditions.
- 7.0 The following pages have been added to and form part of this tender
- 8.0 Dated this ..... Day of ..... 2025.

**SIGNATURE OF WITNESSES  
WITH ADDRESS**

**SIGNATURE OF THE TENDERER  
WITH DATE & STAMP**

**FORM 'D'**  
**FULL INFORMATION ABOUT THE BIDDER**  
**(On letter head of the Bidding Entity/Lead Member of Bidding Consortium)**

(To be included in Part – 1 of the Tender)

**NAME OF THE WORK: For carrying out** Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts, Telangana by IS specification methods at valid **NABL** laboratory

**NAME OF TENDERER:**

The following information shall be furnished by the tenderer.

- 1.0 In Case of Individual
  - 1.10 His full name, address and place of business.
  - 1.20 His financial status
  - 1.30 His previous experience
  - 1.50 Details of PAN No.
  - 1.60 Details of Income Tax Assessment documents.
  
- 2.0 In case of Partnership Firm
  - 2.10 The Registration Certificate of Partnership Firm
  - 2.20 The Partnership deed
  - 2.30 Names and Particulars of Partners
  - 2.40 Place of Business of Partnership Firm
  - 2.50 Previous experience of the Partnership Firm
  - 2.60 Details of PAN No. of Partnership Firm
  - 2.70 Income Tax Assessment documents of Partnership Firm
  - 2.80 The details of person who are authorized to sign documents, bills and receipts on behalf of Partnership Firm.
  
- 3.0 In case of companies
  - 3.10 Date and place of registration including date of commencement certificate in case of public limited companies – certified copies of Memorandum and Articles are also to be furnished.
  - 3.20 Nature of business carried on by the Company and the provisions of its Memorandum relating thereto.
  - 3.30 Names and particulars including address of all the Directors.
  - 3.40 Previous experience.
  - 3.50 Its authorized, subscribed and paid up Capital.
  - 3.60 The person who will sign documents, bills and receipts on behalf of the company.

4.0 In Case of Consortium

4.01 Name of the Lead Member in the Bidding Consortium

4.02 Name of the Other Member in the Bidding Consortium

**A. Brief profile of Bidding Entity / Bidding Consortium**

<b>Sl. No</b>	<b>Particulars</b>	<b>Brief details</b>
<b>1</b>	Brief Profile of the Bidding Entity/Bidding Consortium	
<b>2</b>	(strike out whichever is not applicable) 1. Name of the Bidding Entity/ Bidding Consortium 2. Name of the Lead Member in the Bidding Consortium in case of Route B 3. Name of the Other Member in the Bidding Consortium in case of Route B 4. Contact Details: <ul style="list-style-type: none"> <li>• Name of the Contact Person</li> <li>• Address for communication</li> <li>• Phone/ Fax/ Email</li> <li>• Details of PAN No.</li> <li>• Details of Income Tax Assessment documents.</li> </ul> 5. Signature of Authorized Signatory	

**B. Details of documents submitted in Techno-Commercial Proposal**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Reference no./Page no. of required format and documentary evidence in support of the particulars</b>
1	Complete set of Bid Document along with clarifications / corrigenda, if any, duly signed/Stamped by the Bidder as Token of acceptance and acknowledgement.	
2	Incorporation certificate of the company/firm to fulfill Eligibility Criteria	
3	Submission of Technical and Financial Criteria as per format prescribed in Form D & E	

4	Details of Payment of Earnest Money Deposit	
5	Board Resolutions for submission of Bid as per format prescribed in Annexure -	
6	Power of Attorney for signing of Bid for Bidding Entity/Lead Member, in the format specified in Annexure -	
7	In case of Bidding Consortium, Consortium Agreement as per Format attached in Section Annexure -	
8	In case of Bidding Consortium, Power of Attorney by Other Member authorizing signing of the bid by the Lead Member, in the format specified in Annexure -	
9	Cost of bid document as mentioned on the cover page.	
10	Certificate of total compliance as per the Proforma provided in Annexure -	
11	Declaration by the Bidder, in the format specified in Annexure -	

Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal

Dated the ----- day of ----- of 2026

**FORM-E**

**Format for Submission of Financial Criteria as per Qualifying Requirements**

(On letter head of the Bidding Entity/Lead Member of Bidding Consortium)

To,  
The Vice Chairman & Managing Director,  
**Telangana Mineral Development Corporation Limited (TGMDC)**  
# 6-2-915, 3<sup>rd</sup> Floor, HMWSSB Premises,  
Rear Block, Khairatabad, Hyderabad – 500 004.

Dear Sir,

Sub: Eligibility towards financial qualification requirements

1. Financial Qualification Criteria as per Clause ...  
\*We ----- (Legal name of the Bidding Entity) OR  
\*We, the Bidding Consortium, consisting of the following members -  
----- and -----, confirm that -----  
----- (Legal name of the Lead Member).  
(\*Strike out whichever is not applicable)  
qualify the financial criteria as per Section 18 as per following  
details:-

1.1 Average Annual Turnover for financial years is INR Lakh

Sl. No.	Financial Year	Turnover (INR in Lakh)
	Average (in figures)	
	Average (in words)	

1.2 And as on the last date of the Financial year \_\_\_\_, the Net Worth is INR Lakh.

2. Experience of Other Member (Applicable only in case where Bidder is a Consortium) We, the Bidding Consortium, consisting of the following members ----- and -----, confirm that ----- (Legal name of the Other Member) has financial strength as given below:

2.1 Average Annual Turnover for financial years is INR Lakh.

Sl. No.	Financial Year	Turnover (INR in Lakh)
	Average (in figures)	
	Average (in words)	

2.2 And as on the last date of the Financial year \_\_ \_\_, the Net Worth is INR Lakh.

Thanking you,

Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal

Dated the ----- day of ----- of 20---

**Notes:**

Documentary proofs and instructions required to fulfill Financial Criteria

- The terms Net Worth and Turnover shall have the meaning and definition as stated in this Bid Document and same shall be certificated by the CA.
- The financial figures shall be in INR or in equivalent foreign currency, in case of which the exchange rate published by the Reserve Bank of India (RBI) as on the date of issuance of Bid Documents shall be used.
- For the Financial Criteria as mentioned in Clause 5.2.2, the Bidder shall submit

Audited stand alone financial statements (Annual Reports) of the Entity whose financial strength is taken into consideration. It is clarified that all financial criteria should be met by any one member of consortium on its own.

- In case of the companies incorporated in countries other than India and only for the purpose of meeting the Financial qualifications as per Financial Criteria as desired in Clause..., the Financial year shall mean a 12 month period corresponding to the audited financial statements as applicable in their respective country.
- Certificate from statutory auditor certifying the Net worth and Turnover calculation, as defined in this Bid document. It is clarified that certificate should be issued by current statutory auditor of the company whose financial strength is considered.

- In case of foreign currency figures other than the currency published by RBI or SBI, the Bidder shall also submit the USD conversion rate published by the respective country's Central Bank for the corresponding date and the same shall be certified by Statutory Auditor.
- In case there is a mismatch of the information provided in figures with the words, the latter shall be considered for evaluation purposes.

**FORM-F**

**Format for submission of Technical Qualifications as per Technical Criteria**

To,

The Vice Chairman & Managing Director,  
Telangana Mineral Development Corporation Limited (TGMDC)  
# 6-2-915, 3<sup>rd</sup> Floor,  
HMWSSB Premises, Rear Block,  
Khairatabad, Hyderabad – 500 004.

Dear Sir,

Sub: Eligibility towards technical qualification requirements

1. Technical Qualification Criteria as per Clause \*We -----  
(Legal name of the Bidding Entity) OR  
\*We, the Bidding Consortium, consisting of the following members -----  
-----, -----, and -----, confirm that -----  
----- (Legal name of the Member)  
(\*Strike out whichever is not applicable)

Qualify the Technical criteria as per Clause as per following details:-

(The formats for furnishing details as per technical requirements are attached as enclosures to this letter. The list is only representative, Bidders can add/subtract any number of supporting documents which they think help in substantiating their qualifications).

Thanking you,  
Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal

Dated the ----- day of ----- of 20---

Note:

**Documentary proof:** Documentary Proof required to fulfil Technical Eligibility Criteria to be enclosed with bid forms are:

- a. Certificate of incorporation of the company/firm shall be submitted by the Bidder.
- b. Details about NABL accreditation for mineral testing as per ASTM/ISO/IS standards for required quality parameters analysis (It is compulsory to

attach copy of the parameters wise NABL accreditation approval letter) for Bidders Laboratory

- c. Bidder has to attach copy of the work order and work completion certificate in support of above experience for last 03 (Three) Financial Years immediately preceding 31<sup>st</sup> March 2025 as per proforma given in Enclosure - 2
- d. The Bidder must have the following essential instruments/ equipment as indicated in enclosure – 1 in the form  
**Enclosure:** Detailed Curriculum Vitae of the technical personnel with regards to qualification & experience as per proforma given in Enclosure - 1

**List of technical personnel to be deployed by the Agency for TGMDC's laboratory work**

<b>S. No.</b>	<b>Position</b>	<b>Qualification</b>	<b>Numbers Proposed</b>	<b>Experience</b>
1	Senior Chemist	Post Graduate	1	10
2	Chemist	Post graduate	2	3
3	Geologist	Post graduate	1	5

Note: Please enclose the self-attested CV of the concerned persons. The experience mentioned in the CV should be duly supported by the experience certificate of the concerned organization.

**FORM-'G'**

**(To be in separate sheets and included in Part 1 of the tender)**

**Tender No. TGMDC/Mining/Laboratory Studies/2025-26**

NAME OF THE WORK: **For carrying** out Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts, Telangana by IS specification methods at valid **NABL** laboratory

NAME OF THE BIDDER:

**Detailed List of the Equipment & Accessories owned by the Bidder in the laboratory and which has been proposed to be deployed for TGMDC's work**

**A: Laboratory facility**

<b>Sl. No</b>	<b>Name of Instrument/ equipment/ Machinery (Make /Model/date &amp; year of manufacturing)</b>	<b>Nos</b>	<b>Own or lease</b>	<b>Year of purchase/ condition</b>
	<b>Sample Processing unit</b>			
	<b>Chemical Laboratory</b>			
	<b>Petrological Laboratory</b>			

(The equipment to be deployed should be in good working condition)

**DATE SIGNATURE OF Bidder WITH SEAL**

**SIGNATURE OF TENDERER WITH  
DATE AND STAMP**

**FORM 'H'**  
**DETAILS OF SIMILAR NATURE OF WORK DONE DURING THE PAST THREE YEARS BY THE BIDDER**  
**(To be in separate sheets and included in Part 1 of the tender)**

NAME OF THE WORK: For carrying out Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts, Telangana by IS specification methods at valid **NABL** laboratory

NAME OF THE BIDDER:

**DETAILS OF WORK CARRIED OUT BY THE BIDDER**

**I) CATEGORY I – Processing of rocks/mineral samples for Chemical Analysis/testing**

**a) Completed jobs (During last 3 years )**

Sr No	Contract No and date	Client	Details of Work	Order Value in Rs	Completion period as per contract	Actual date Of Completion	Remarks

**b) Work in hand**

Sr No	Contract No and date	Client	Details of Work	Order Value in Rs	Completion period as per contract	Actual date Of Completion	Remarks

**II) CATEGORY II – Chemical Analysis of Minerals particularly for Dolomite, Fuller's Earth, Colour Granite and Limestone.**

**a) Completed jobs (During last 3 years)**

Sr No	Contract No and date	Client	Details of	Order Value in Rs	Completion period as per	Actual date Of Completion	Remarks

			<b>Work</b>		<b>contract</b>		

**b) Work in hand**

<b>Sr No</b>	<b>Contract No and date</b>	<b>Client</b>	<b>Details of Work</b>	<b>Order Value in Rs</b>	<b>Completion period as per contract</b>	<b>Actual date Of Completion</b>	<b>Remarks</b>

**III) CATEGORY III – Specific Gravity Analysis**

**a) Completed jobs (During last 3 years)**

<b>Sr No</b>	<b>Contract No and date</b>	<b>Client</b>	<b>Details of Work</b>	<b>Order Value in Rs</b>	<b>Completion period as per contract</b>	<b>Actual date Of Completion</b>	<b>Remarks</b>

**b) Work in hand**

<b>Sr No</b>	<b>Contract No and date</b>	<b>Client</b>	<b>Details of Work</b>	<b>Order Value in Rs</b>	<b>Completion period as per contract</b>	<b>Actual date Of Completion</b>	<b>Remarks</b>

**IV. CATEGORY IV – Petrological Studies of Minerals particularly for Dolomite, Fuller’s Earth, Colour Granite and Limestone.**

**a) Completed jobs (During last 3 years)**

<b>Sr No</b>	<b>Contract No and date</b>	<b>Client</b>	<b>Details of Work</b>	<b>Order Value in Rs</b>	<b>Completion period as per contract</b>	<b>Actual date Of Completion</b>	<b>Remarks</b>

**b) Work in hand**

<b>Sr No</b>	<b>Contract No and date</b>	<b>Client</b>	<b>Details of Work</b>	<b>Order Value in Rs</b>	<b>Completion period as per contract</b>	<b>Actual date Of Completion</b>	<b>Remarks</b>


**Note: Please enclose the copy of the invoice duly attested by the authorized signatory of the tenderer.**

**Enclose documentary evidence.**

Attach copies of:

- (i) Work Order
- (ii) Satisfactory Completion Certificate indicating date of start and completion and actual date of completion and gross value of the job completed.

**DATE SIGNATURE OF BIDDER WITH SEAL**

**SIGNATURE OF TENDERER WITH  
DATE AND STAMP**

**FORM – 'I'**

**Tender No. TGMDC/Mining/Laboratory Studies/2025-26**

NAME OF THE WORK: **For carrying** out Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally Districts, Telangana by IS specification methods at valid **NABL** laboratory.

**Format for Price Bid (To be submitted on line only (through Telangana E-Procurement portal) no physical submission of price bid)**

Bidding for:

Name of Bidder:

<b>Laboratory studies in Dolomite Block</b>					
<b>Sl. No.</b>	<b>Chemical analysis</b>	<b>UNIT</b>	<b>No. of Samples</b>	<b>Quote Price</b>	
				<b>Price Per Unit</b>	<b>Total Price</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)=(c)*(d)</b>
<b>I</b>	i) Chemical Analysis for Primary Check samples for 8 radicals i.e. 08 radicals- CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O.	Nos.	200		
	ii) Internal Check Samples (5% of Primary) for 8 radicals i.e. 08 radicals- CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O	Nos.	10		
	iii) External Check Samples (10% of Primary) for analysis 8 radicals i.e. 08 radicals- CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O .	Nos.	20		
	iv) Composite Samples for CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , Fe <sub>2</sub> O <sub>3</sub> , LOI, Na <sub>2</sub> O, K <sub>2</sub> O SO <sub>3</sub> , P <sub>2</sub> O <sub>5</sub> , Cr <sub>2</sub> O <sub>3</sub> , MnO <sub>2</sub> , Acid Insolubles	Nos.	10		

<b>II</b>	<b>Physical analysis</b>				
	a) Preparation of thin sections	Nos.	4		
	b) Petrographic studies	Nos.	4		
	c) Bulk density	Nos.	4		

(Total price in words )

**Note: The unit amount & total amount quoted shall be including GST. (price and GST should be quoted separately).**

<b>Laboratory studies in Fuller's Earth Block</b>					
<b>S. No.</b>	<b>Chemical analysis</b>	<b>UNIT</b>	<b>No. of Samples</b>	<b>Quote Price</b>	
				<b>Price Per Unit</b>	<b>Total Price</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)=(c)*(d)</b>
<b>I</b>	<b>a) Primary core Samples -XRF method - Major Oxides</b> CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O .	Nos.	175		
	ii) Internal Check Samples for 8 radicals i.e. 08 radicals CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O .	Nos.	0		
	iii) External Check Samples (10% of Primary) for analysis 8 radicals i.e. 08 radicals-CaO, MgO, SiO <sub>2</sub> , Al <sub>2</sub> O <sub>3</sub> , TiO <sub>2</sub> , LOI, Na <sub>2</sub> O and K <sub>2</sub> O.	Nos.	18		
	iv) Composite Samples for 12 radicals	Nos.	18		
<b>II</b>	<b>Physical analysis</b>				
	a) Preparation of thin sections	Nos.	5		
	b) Petrographic studies	Nos.	5		
	c) Bulk density	Nos.	10		

(Total price in words )

**Note: The unit amount & total amount quoted shall be including GST. (price and GST should be quoted separately).**

<b>Laboratory studies in Colour Granite Block</b>					
<b>Sl. No.</b>	<b>Chemical analysis</b>	<b>UNIT</b>	<b>No. of Samples</b>	<b>Quote Price</b>	
				<b>Price Per Unit</b>	<b>Total Price</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)=(c)*(d)</b>
<b>I</b>	XRD / XRF Analysis for major oxides	Nos.	45		
	External Check Samples (10% of Primary) for XRD / XRF Analysis for major oxides	Nos.	5		
<b>II</b>	<b>Physical analysis</b>				
	Preparation of thin sections	Nos.	25		
	Abrasion Value	Nos.	20		
	Dry density	Nos.	20		
	Compressive strength	Nos.	20		
	Flexural strength	Nos.	20		
	Polishing Index (Specular Gloss)	Nos.	20		
	Water absorption	Nos.	20		

(Total price in words )

**Note: The unit amount & total amount quoted shall be including GST. (price and GST should be quoted separately).**

Name of Bidder:

<b>Laboratory studies in Limestone Block</b>					
<b>Sl. No.</b>	<b>Chemical analysis</b>	<b>UNIT</b>	<b>No. of Samples</b>	<b>Quote Price</b>	
				<b>Price Per Unit</b>	<b>Total Price</b>
	<b>(a)</b>	<b>(b)</b>	<b>(c)</b>	<b>(d)</b>	<b>(e)=(c)*(d)</b>
<b>I</b>	i) Chemical Analysis for Primary core Samples -XRF method - Major Oxides	Nos.	350		
	ii) Internal Check Samples 10 % XRF method - Major Oxides	Nos.	18		
	iii) External Check Samples 10 % XRF method - Major Oxides	Nos.	35		

	iv) Composite Samples for 6 radicals CaO, MgO, Al <sub>2</sub> O <sub>3</sub> , SiO <sub>2</sub> , Fe <sub>2</sub> O <sub>3</sub> , and LoI	Nos.	10		
<b>II</b>	<b>Physical analysis</b>				
	a) Preparation of thin sections	Nos.	6		
	b) Petrographic studies	Nos.	6		
	c) Bulk density	Nos.	6		

(Total price in words)

**Note: The unit amount & total amount quoted shall be including GST. (price and GST should be quoted separately).**

**Annexure-I**  
**Draft Laboratory Service Agreement**

**ORDER No.** \_\_\_\_\_

THIS CONTRACT is made on ..... day of ..... between TGMDC, a Government Company, established and existing under the laws of India, and having its Registered Office at Khairthabad, Hyderabad India (here in after referred to as "TGMDC" or the "Owner") on behalf of The Telangana Mineral Development Corporation, as ONE PART AND .....

(name and address of the contractor, (hereinafter referred to as the "Contractor") as the OTHER PART.

Sealed Bids are invited from technically and financially sound agencies with proven track record **For carrying** out Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally districts of Telangana by IS specification methods at valid **NABL** laboratory in strict compliance to the provisions of the NIT under reference.

And

WHEREAS the Successful bidder submitted the bid in response to the said invitation of TGMDC.

WHEREAS TGMDC accepted the bid of the successful bidder for **carrying** out Chemical Analysis, Petrological & Specific Gravity testing of Dolomite, Fuller's Earth, Colour Granite and Limestone Mineral samples generated during exploration by TGMDC in Dolomite, Fuller's Earth, Colour Granite and Limestone blocks situated in Khammam, Sangareddy, Karimnagar and Peddapally districts, Telangana by IS specification methods at valid **NABL** laboratory as per the provisions of the NIT under reference.

Now this contract is as follows:

(1). In this Contract words and expressions shall have the same meaning

as are respectively assigned to them in the following documents and shall be deemed to form and be read and construed as integral part of the Contract.

- (a) General Conditions of the Contract,
- (b) Special Conditions of the contract,
- (c) Technical details submitted by the Successful Bidder.
- (d) Bid Form
- (e) Qualification Documents from the Successful Bidder
- (f) Letter of Acceptance

(2) **Scope and Conditions of the Contract**

The Scope and conditions of the Contract shall be in accordance with the Contract Documents specified and as provided in the letter of acceptance.

(3) **Contract Price**

Subject to the contract documents mentioned above, Costs are as follows:

(4) **Terms of Payment**

The terms of payment under this Contract shall be as follows:

(5) **Effectiveness of Contract**

This Contract shall come into effect from \_\_\_\_\_

[6] In consideration of the payment to be made by TGMDC to the Successful Bidder as mentioned herein above, the agency hereby covenants with TGMDC to perform the Contract in conformity in all respect and in accordance with the terms and conditions of this Contract.

(7) TGMDC hereby covenants to pay the Agency in consideration of the execution, completion and submission of report in accordance with the terms and conditions of the Contract, the contract price at the time and in the manner, as provided herein above.

IN WITNESS WHEREOF the parties hereto set their hands on the day first above written.

(Signature)

(Signature)

(Name of the Capacity)  
For TGMDC

(Name of the Capacity)  
For the contractor

(Place)  
Address  
Witness

Contractor's Name and HQ  
Company's

Witness

## Annexure - II

### **Format for Board Resolution by the Bidder / Lead Member and Other Member of Bidding Consortium (On letter head of the Bidding Entity / Lead Member and Other Member of Bidding Consortium)**

The Board, after discussion, at the duly convened Meeting on [insert date], with the consent of all the Directors present and in compliance of the provisions of the Companies Act, 2013, passed the following Resolution: RESOLVED THAT pursuant to the provisions of the Companies Act, 2013 and compliance thereof and as permitted under the Memorandum and Articles of Association of the Company, approval of the Board be and is hereby accorded for [forming a consortium with and participating as the Lead Member/Other member in the consortium with and] placing the Bid [through Lead Member] against the tender no dated , as amended from time to time, issued by Mineral Exploration, Research and Innovation Trust ("TGMDC") for the Selection of agency for Laboratory studies.

\*[RESOLVED THAT the Board hereby acknowledges the Board Resolution dated passed by the (Name of the Other Member) for providing the Technical / Financial (Strike out whichever is not applicable) support to the (Name of the Bidder) to meet the Qualification Requirements as per the provisions of the tender and undertaking to provide technical/ financial support to (Name of the Bidder) in case it is unable to meet its obligations.]

#[FURTHER RESOLVED THAT the Board hereby acknowledges that the \_\_\_\_\_ (Name of the Other Member) is required to provide the technical/financial (Strike out whichever is not applicable) support for the Project so that the consortium is able to meet the qualification requirements as per the provisions of the tender.

FURTHER RESOLVED THAT \_\_\_\_\_ the (Name of the Other Member) do provide necessary support to execute the scope of work in the tender and in the event of any default by the Consortium Member(s) such obligation shall be fulfilled by the Entity.

FURTHER RESOLVED THAT \_\_\_\_\_ shall act as the Lead Member of the Consortium and perform all acts and deeds as may be required to be performed on behalf of the consortium and the Other Member in relation to submission of the bid for the mineral block.

FURTHER RESOLVED THAT \_\_\_\_\_, (Name of the Person) [the Lead Member and such person as may be authorized by the Lead Member in this behalf] be and is hereby authorized to take all the steps required to be taken by the Corporate Entity/[Consortium] in this regard, including in particular, signing of the Bid, making changes thereto and submitting amended Bid, all the related documents, certified copy of this Board Resolution or letter, undertakings etc., required to be submitted to TGMDC or such other documents as may be necessary in this regard.]

[Further Resolved that \_\_\_\_\_ be and is hereby authorized to sign on behalf of the \_\_\_\_\_ (Name of the Other Member), the Consortium Agreement and such other document as may be required to be signed individually by the (Name of the ther Member).]

Certified True Copy.

Notes:

1. This certified true copy should be submitted on the letterhead of the Entity, signed by the Entity Secretary or any of the authorized Directors of the Entity and the rubber stamp for the Entity shall be affixed.
2. The contents of the format should be suitably re-worded indicating the identity of the entity passing the resolution i.e. the Bidder.
3. \*Applicable in case of Lead Member of the Bidding Consortium.
4. # paragraphs in square brackets are applicable only if the Bidding Entity is a consortium and the Other Member is providing technical/financial support.
5. \$Applicable in case of Other Member in the Bidding Consortium.

### Annexure - III

#### **Format for Power of Attorney for signing of Bid for Bidding Entity/Lead Member/Other Member**

#### **[To be notarized and to be executed on non-judicial stamp paper of appropriate value]**

Know all men by these presents, we ... (name of the Bidder/Lead Member and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the "Selection of Laboratory agency for analyzing/testing of rocks/mineral samples of Mineral Exploration, Research & Innovative Trust ("TGMDC") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to TGMDC, representing us in all matters before TGMDC, signing and execution of all contracts including the Laboratory Services Agreement and undertakings consequent to acceptance of our bid, and generally deal with TGMDC in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the laboratory Services Agreement with TGMDC.

And we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ....., 20..

For .....

(Signature)

(Name, Title and Address)

Witnesses:

1.

2.

Accepted

.....

(Signature)

(Name, Title and Address of the Attorney)

Notes:

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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. 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.
3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

## Annexure - IV

### Proforma for Consortium Agreement

(To be executed on the Non-Judicial Stamp Paper of appropriate Value) (To be executed between Members of the Bidding Consortium) This Consortium Agreement made and entered into on day of 2018. BY AND BETWEEN \_\_\_\_\_ (Name of the Lead Member), a Corporate Entity registered under the laws of (Name of the Country) with its Head/Registered Office at (Address of the Head/Registered Office) and a place of business in (Address of place of business) (hereinafter referred to as "The Lead Member") and represented by Mr/Mrs/Ms. Authorized Signatory) of the FIRST PART.

AND

(Name of \_\_\_\_\_

\_\_\_\_\_) (Name of the Other Member), an Entity registered under the laws of (Name of the Country) with its Head/Registered Office at (Address of the Head/Registered Office) and a place of business in \_ (Address of place of business) (hereinafter referred to as "The Other Member") and represented by Mr/Mrs/Ms. Authorized Signatory) of the SECOND PART.

AND (Name of

\_\_\_\_\_) (Name of the Other Member), an Entity registered under the laws of (Name of the Country) with its Head/Registered Office a (Address of the Head/Registered Office) and a place of business in (Address of place of business) (hereinafter referred to as "The Other Member") and represented by Mr/Mrs/Ms. Authorized Signatory) of the THIRD PART. (Name of The Party of the FIRST PART and the Party of the SECOND PART and the Party of the THIRD PART are collectively known as "Parties".

The Party of the First Part is hereinafter referred to as "The Lead Member" and the Party of the Second Part and the Party of the Third Part as the "Other Member.

WHEREAS,

- A. Telangana Mineral Development Corporation Limited having its registered office at # 6-2-915, 3<sup>rd</sup> FLOOR, HMWSSB Premises, Rear Block, Khairatabad, Hyderabad – 500 004, (herein after referred to as the "TGMDC" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "Bids") by its TENDER No. [●] dated [●] (the "TENDER") for pre-qualification and short-listing of bidders for Selection of laboratory agency for analyzing/testing of rocks/minerals samples collected during exploration by TGMDC (the "Project").
- B. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the TENDER document and other Bidding documents in respect of the Project, and

- C. It is a necessary condition under the TENDER document that the members of the Consortium shall enter into a Consortium Agreement and furnish a copy thereof with the Bid.

**NOW IT IS HEREBY AGREED as follows:**

1. Definitions and Interpretations In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning given thereto under the TENDER and LSA.

2. **Consortium**

2.1 The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. **Covenants**

The Parties hereby undertake that in the event the Consortium is declared the Successful Bidder and awarded the Project, all the three members of the Consortium shall enter into the Laboratory Services Agreement with TGMDC and for performing all its obligations as the Agency in terms of the Laboratory Services Agreement for the Project.

4. **Role of the Parties**

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead Member of the Consortium and shall have Board Resolution in its favor from the Other Member for conducting all business for and on behalf of the Consortium during the Bidding Process and until the signing date of the Laboratory Services Agreement;

b) In addition to the above, the role of the Party of the First Part shall be as follows: -

(Please provide)

The role of the Party of the Second Part shall be as follows: -

(Please provide)

The role of the Party of the Third Part shall be as follows: -

(Please provide)

5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the TENDER and the Laboratory Services Agreement.

6. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

- a. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
  - i. require any consent or approval not already obtained;
  - ii. violate any Applicable Law presently in effect and having applicability to it;
  - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
  - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party;
  - or
  - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

## **7. Termination**

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the expiry or termination of Laboratory Services Agreement in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the EMD by TGMDC to the Bidder, as the case may be.

## **8. Miscellaneous**

- 8.1. This Consortium Agreement shall be governed by laws of India.
- 8.2. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of TGMDC.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD

MEMBER by:

(Signature)

Name

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

Name

Designation

Address

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART by:

(Signature)

Name

Designation

Address

In the presence of:

1.

2.

3.

Notes:

1. The mode of the execution of the Consortium Agreement 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 company's round seal affixed in accordance with the required procedure.
2. Each Consortium Member should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Consortium Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney/resolution has been executed.

**Annexure - V**

**Format for Power of Attorney by Other Member authorizing signing of the bid by the Lead Member**

**[To be notarized and to be executed on non-judicial stamp paper of appropriate value]**

Whereas TGMDC has invited bids for Selection of laboratory agency for analyzing/testing of rocks/minerals samples of exploration.

Whereas, \_\_\_\_\_, and (collectively the "Consortium") being members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

Whereas, it is necessary for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

We, ..... having our registered office at ....., and M/s. ...., having registered office at ....., (hereinafter referred to as "Principal") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ..... having its registered office at ....., being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accepting the Letter of Award, participating in bidders' and other conferences, responding to queries, submitting information/documents, signing and executing contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with TGMDC, and/ or any other person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Laboratory Services Agreement is entered into with TGMDC.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium. Capitalized words not defined herein shall have the meaning ascribed to them in the Bidding Documents.

IN WITNESS WHEREOF WE THE PRINCIPAL ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20...

For .....

(Signature, Name & Title)

(Executant)

(To be executed by the Other Member of the Consortium)

Witnesses:

1.

2.

Notes:

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.
2. 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.
3. Power of Attorney should be executed upon payment of stamp duty of appropriate value, as applicable in the State, where such Power of Attorney has been executed.

**Annexure VI**  
**Format for Certificate of Total Compliance**  
**(On letter head of the Bidding Entity/Lead Member of Bidding Consortium)**

To

The Vice Chairman & Managing Director,  
 Telangana Mineral Development Corporation Limited  
 # 6-2-915, 3<sup>rd</sup> floor, HMWSSB Premises,  
 rear block, Khairatabad,  
 Hyderabad – 500 004.

Sub: Undertaking of Compliance with the Scope of work, roles & responsibilities and other terms and conditions as mentioned in the Bid Document.

Sir,

1. We unconditionally offer to undertake the works as indicated in the Notice Inviting Tender and the Bid Document and hereby bind myself / ourselves to execute the work as per the scope stipulated in the Bid Document and under the subject-stated above.
2. We have read the conditions of Notice Inviting Tender, TENDER Document and Draft Exploration Services Agreement including any clarification, addendum or corrigendum issued in reference to this tender attached hereto and agree irrevocably to abide by such conditions. We agree to execute the work and achieve the target without any let or demur or hindrance.
3. We have full knowledge and understanding of the Site conditions.
4. We shall comply with all the Applicable Laws and conditions of all the approvals and clearances and orders granted upon by TGMDC in relation to the above said work.
5. We bind myself / ourselves to furnish the required Performance Security, failing which we shall have no objection to the forfeiture of the earnest money deposited by us with TGMDC and bear all the liabilities.
6. There is no existing or potential conflict of interest which may affect our ability to perform our obligations contemplated in the Bid Document.

Yours sincerely,

Name:

Designation:

Signature & Company's Round Seal

Dated the ----- day of ----- of 20---

**Annexure VII**  
**Declaration by the Bidder**  
**[To be notarized and to be executed on non-judicial stamp paper of**  
**appropriate value]**

We ----- (The legal name of the Bidding Entity/Consortium Member) having Registered office at -----.declare that,

1. We (Name of the Bidder), an entity duly incorporated under the laws of India, having its registered office at ----- having examined in detail and understood the terms and conditions stipulated in the aforesaid Documents and subsequent corrigendum, if any, issued by TGMDC confirm that our Techno-Commercial Proposal is in full conformity with the Bid Document.
2. We acknowledge that TGMDC will be relying on the information provided in the Techno-Commercial Proposal and the documents accompanying the Techno-Commercial Proposal for qualification of the Bidders, and we certify that all information provided in the Techno- Commercial Proposal are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Techno-Commercial Proposal are true copies of their respective originals.
3. We shall make available to TGMDC any additional information it may find necessary or require to supplement or authenticate our Techno-Commercial Proposal.
4. We acknowledge the right of TGMDC to reject our Techno-Commercial Proposal/Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. We certify that in the last five years, we/ any of the Consortium Members have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. We declare that:
  - a. We have examined and have no reservations to the TENDER document, including any Corrigendum/ Addendum issued by TGMDC;
  - b. We do not have any conflict of interest in accordance with Section 9.3 of the TENDER document and have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section 9.2 of the TENDER document, in respect of any tender or request for proposal issued by or any agreement entered into with TGMDC or any other public sector enterprise or any government, Central or State; and

- c. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 9.2 of the TENDER document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
  - d. We are not affected by any of the disqualifications stated in Section 9.4.
7. We understand that TGMDC may cancel the Bidding Process at any time and that TGMDC is neither bound to accept any Techno-Commercial Proposal/ Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Section 9.8 of the TENDER document.
8. We believe that we/our proposed consortium (as applicable) satisfy(s) all the Qualification Requirements as specified in the TENDER document and are/ is qualified to submit a Bid.
9. We declare that we/any member of the consortium, are/ is not another Bidder/ or a member of a/ any other consortium submitting a Techno-Commercial Proposal/ Bid for Selection of laboratory agency for analyzing/testing of rocks & mineral samples of TGMDC, Telangana.
10. We certify that in regard to matters other than security and integrity of the country, we/ any member of the consortium or any of our Affiliates, Associates or Promoter have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we/ any member of the consortium or any of our Affiliates, Associates or Promoter have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
12. We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this Bid Document, we shall intimate TGMDC of the same immediately.
13. The Proposal submitted by us shall be valid for a minimum period of 180 (one hundred and eighty) days from Bid Submission Date or any extension thereof as requested by TGMDC.
14. We further declare that by submitting this Proposal, we agree to be bound by the terms and conditions of the TENDER document.
15. We certify that we have full knowledge and understanding of the Site conditions.
16. We understand that TGMDC reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Proposals at any stage of the Bidding Process without assigning any reasons to us. The undersigned declare that the statements made and the

information provided in the duly completed Application are complete, true and correct in every detail.

For ----- (The legal name of the Bidding Entity/Consortium member),

(Signature of the Authorized Signatory)

(Name and Designation of the Authorized Signatory)

Authorized Signatory

Company's Round Seal

Dated the ----- day of ----- of 20---

Notes:

1. The declaration should be provided by the Bidding Entity and the members of the Bidding Consortium (as applicable) separately.

### Annexure – VIII

#### Clarifications regarding Bid Document

Sl. No.	Section ref no. and Page no.	Existing Provision	Clarification Required	Suggested Text for Amendment, if any	Rationale for Clarification or Amendment
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					
<b>6</b>					
<b>7</b>					
<b>8</b>					