



# **MISHRA DHATU NIGAM LIMITED**

**A Government of India Enterprise**

**PO Kanchanbagh, Hyderabad – 500 058, Telangana, India**

**Corporate Identity Number: U14292AP1973GOI1660**

**Phone: 040 – 24340001 (10 Lines), 24340165, Fax: 040 – 24340764**

**Email ID: [babu@midhani-india.in](mailto:babu@midhani-india.in); Website: [www.midhani-india.in](http://www.midhani-india.in)**

**Invites**

## **Expression of Interest For**

**Mutual Business Co-Operation with Foreign companies for Processing Titanium Products utilising either's facilities to cater to domestic and international market on mutually agreed terms.**

<b>Start of EOI Documents:</b>	<b>26/10/2018 at 11:00 Hrs</b>
<b>End of Issue of EOI Documents:</b>	<b>29/11/2018 Up to 17:30 Hrs</b>
<b>Receipt of EOI on/before :</b>	<b>30/11/2018 by 10: 30 Hrs</b>
<b>Opening of EOI:</b>	<b>30/11/2018 at 11:00 Hrs</b>

**Note:**

- Detailed Invitation for Expression of Interest is herewith attached
- All Bidders need to submit the required Documents as listed in Sealed Cover on or before **30/11/2018** by 10:30 Hrs
- Any Corrigendum to the EOI shall be published in MIDHANI website only, [www.midhani-india.in](http://www.midhani-india.in)

## **INVITATION FOR EXPRESSION OF INTEREST**

### **OVERVIEW:**

Mishra Dhatu Nigam Limited (MIDHANI), a Defence Public Sector Undertaking is in the business of manufacturing inter alia Titanium alloy products in various forms viz. Forged/Hot Rolled Plates, Rings, bars, Investment Cast Products, Fasteners, Close Die Forgings, etc. MIDHANI also caters to requirements of Defence, Space, Aero, Nuclear, and Power Sectors.

Currently MIDHANI is catering mainly to the domestic requirements. MIDHANI has recently augmented their forging facility that has increased its manufacturing capacities and is looking forward to widen the Customer base in Foreign and Indian market

### **OBJECTIVE:**

There is Potential requirement for various Titanium Alloys in Aerospace, Defence and Commercial sector in India & abroad. To identify the Prospective Buyers and to increase the Market Share in India & abroad MIDHANI intends to invite the Expression of Interest from the Leading Foreign companies (OEMs) for Processing Titanium Products utilising either's facilities to cater to domestic and international market on mutually agreed terms with OEMs.

#### **1. ELIGIBILITY CRITERIA FOR APPLICANTS:**

The OEMs intending to bid for appointment shall fulfil the following Pre Qualification criteria:

- i) Shall be an Organization or Companies which has facilities to
  - a) Manufacture and supply of various titanium products.
  - b) Minimum business in titanium products shall be minimum USD 2 Million per year.

Detail's to be provided for the above.

- ii) The Applicant should not be Blacklisted/Debarred by any Firm or any Government Organizations and companies and must certify the same.

#### **2. BIDDING PROCEDURE:**

The OEM qualifying the above Criterion shall submit Bids in Two separate Envelopes. One Envelope shall contain duly signed and sealed Expression of Interest Copy thereby endorsing the Terms & conditions indicated therein enclosing the documents in support of the Eligibility Conditions as mentioned above as per Point 1.

Second Envelope shall contain duly filled in, Signed & Sealed Application Form enclosed at Annexure I along with all the Support Documents and the following mandatory Documents

- Company Brochure
- Audited Balance sheets of Last Five years
- Certificates of Accreditations
- Certificates of Registrations with various tax authorities & Government agencies in India & Abroad , wherever applicable.

**3. SUBMISSION OF BIDS:**

The envelope shall be submitted clearly marked **“Expression of Interest Mutual Business Co-Operation with Foreign companies for Processing Titanium Products utilising either’s facilities to cater to domestic and international market on mutually agreed terms.**

**Due on 30/11/2018 10.30 Hrs.”**

Every Sheet and all forms complete in all respect shall be signed by the person duly authorized to sign on behalf of the OEM. Any/all the Corrections made in the Offer shall be duly authenticated by the signature of the Authorized Signatory.

**4. LAST DATE FOR SUBMISSION OF EOI:**

The Due Date and time for Submission of the Expression of Interest is **30/11/2018 10.30 Hrs.**

**5. MOU:**

Upon the final selection of the Applicant/Applicants, Memorandum of Understanding shall be signed between MIDHANI & the selected Applicant/Applicants. The NDA appended herein is to be executed along with MOU.

**6. GENERAL TERMS & CONDITIONS:**

- MIDHANI reserves the right to accept or reject any Application of Expression of Interest without assigning any reasons thereof.
- Final Selection of the suitable Applicant/Applicants will be at the sole discretion of MIDHANI and it shall be final
- The selected Applicant/Applicants shall comply with all Government Regulations/Guidelines & Statutory requirements in force at any period in INDIA.

- Eligible bidders are advised to study all the referred Documents carefully before indicating Acceptance.
  
- The Applications will be summarily rejected if
  - i) It is not received in proper sealed cover with superscription mentioned as above.
  - ii) It is not in prescribed Form and not containing all required details/information/Documents.
  - iii) It is not properly signed
  - iv) It is received after the due date & time
  - v) Offer is received by Fax/Email

**Arbitration:**

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with the contract, or in respect of any defined legal relationship associated therewith or derived there from, shall be resolved/settled amicably, through mutual negotiation; failing which the differences shall be resolved by way of arbitration in accordance with the International Centre for Alternative Dispute Resolution (ICADR) Arbitration Rules 1996. The authority to appoint the arbitrator(s) shall be the International Centre for Alternative Dispute Resolution (ICADR). And will provide administrative services in accordance with ICADR Arbitration Rules 1996. The seat of arbitration shall be India. The language of the arbitration proceeding shall be English. The place of arbitration proceedings shall be Hyderabad, Telangana, India.

**Jurisdiction:**

This EOI shall be subject to the exclusive jurisdiction of the courts within the local limits of Hyderabad, Telangana, India.

**7. CLARIFICATION:**

Clarification if any may be sought from [babu@midhani-india.in](mailto:babu@midhani-india.in) Stage wise evaluation process shall be posted on [www.midhani-india.in](http://www.midhani-india.in). Requests for updating the status on evaluation will not be entertained. Duly filled in EOI Application along with the relevant Document shall be sent to the following Address

Deputy General Manager(Marketing)  
Mishra Dhatu Nigam Limited  
Kanchanbagh (PO)  
Hyderabad – 500 058  
Telangana, INDIA

**8. DISCLAIMER:**

All the Submitted Documents will be the property of MIDHANI after submission. In case of any confidentiality, the Applicant shall clearly mark "CONFIDENTIAL" on all such Documents. Such information shall , in so far as is possible be given effect to subject to certain exemption indicated as but not limited to availability of the same in public domain Government/Court directives/orders etc., MIDHANI is not bound contractually or in any other way to any Applicant for this particular Expression of Interest. MIDHANI is not liable for any Costs or compensation w.r.t the consideration or non-consideration of this application in response to this Expression of Interest. The issue of this Document does not in any way commit or otherwise obliges MIDHANI to proceed with all or any part of EOI process. The EOI invitation is not the Subject of any Agency Contract or any contractual obligations between MIDHANI and the Applicant. MIDHANI at its absolute sole discretion may prefer, eliminate or abandon any part or whole of the process without giving prior notice to the Prospective Partners.

## ANNEXURE I

**APPLICATION FORM**

(To be filled by the Applicant)

<b>SI No</b>	<b>Description</b>	<b>Response from the Party</b>
1	Name of the firm	
2	Address of the firm with website	
3	Details of contact person	(a) Name : (b) Email : (c) Tel : (d) Mob : (e) Fax :
4	How long you are in the business of Titanium related products?	
5	Please enclose a brief about the history of your company, capabilities & facilities, collaborators, technical manpower, financial standing etc. Attach literatures/documents to support your statements wherever necessary	
6	What are the Quality accreditations/Certifications of your company? Attach the Valid copy of such certificates.	
7	Please enclose the catalogue / technical literatures / brochure of your organisation.	
8	Which year this organisation established? Provide Certificate of Incorporation.	
9	List the companies in the mention Segment to which products supplied in past 5 years. List the names of the customers and the numbers(Quantity) of the products supplied till date	
10	Is your company rated by any of the leading rating agencies (for ex. Dun and Bradstreet). or any major agency. If so mention the name of the rating agency and enclose the rating report by that company	
11	Is your company registered under the statutory requirements applicable locally? Please enclose a copy of the relevant documents, namely ,PAN, CIN,GST etc.,	
12	Nature of the company : PSU/ Listed Company / Partnership Co. / Private Enterprise / Proprietorship Concern	
13	Please provide the sales turnover and PBT of your company for the last five years :	
14	Will you be able to expand/provide your Technical resources to support to products produced by you.	
15	List of Testing Equipments/Lab and Qualified Personal to be provided.	
16	Any other points, that you may wish to add, which... would highlight your capabilities in support of products to the mentioned Segment.	
17	Please provide copy of the Membership/Affiliation of any relevant industry associations you are registered with.	
17	The Midhani Facilities shall be offered on non exclusive basis. Do you accept to work on non exclusive basis?	
18	Details of MIDHANI products provided to your organisation are to be used for the benefit of MIDHANI only..Non disclosure agreement (NDA) is to be signed in this regard.	

## **NON – DISCLOSURE AGREEMENT**

This Non Disclosure Agreement (Agreement) is executed on this----- day of ----- 20  
by and between

Mishra Dhatu Nigam Limited, a Government of India Enterprise under Ministry of Defence incorporated under Companies Act 1956 having its registered office at Kanchanbagh, Hyderabad – 500 058, Telangana, India (referred to herein after Midhani,) which expression unless repugnant to the context shall mean and include its successor in office and permitted assigns as first part. ( the Disclosing Party”)

AND

..... (the “Recipient) as second part.

**DESCRIPTION OF SUBJECT MATTER:** Any Confidential Information of the Disclosing Party pertaining to the \_\_\_\_ (Name of Transaction) \_\_\_\_\_

**PURPOSE OF DISCLOSURE:** \_\_\_\_\_ (Transaction Details) \_\_\_\_\_

**WHEREAS** the Disclosing Party, a company incorporated under the laws of India, has permitted the Recipient access to certain information which is considered to be confidential;

**NOW THEREFORE** this Agreement witnesseth that, in consideration of the disclosure of the Confidential Information (as hereinafter defined) to the Recipient and the promises hereinafter contained, the Recipient agrees as follows:

1. The term "Confidential Information" means any information disclosed by or on behalf of the Disclosing Party to the Recipient at any time after the execution of this Agreement including, without limiting the generality of the foregoing, any drawings, notes, data, technical specifications, reports, photographs, audio and/or video equipment, models, software code, samples and the like and any copies or reproductions thereof and further including information disclosed in writing containing, relating to or based upon any of the above information. In any case the Confidential Information shall relate to patents or know how belonging undisputedly to the ownership of the Disclosing Party.
  
2. Confidential Information does not include any information which the Recipient can prove:
  - (a) was already in public domain
  - (b) was at the time of disclosure or thereafter became part of the public domain through no act or omission of the Recipient;
  - (c) became available to the Recipient from a third party who did not acquire such information under an obligation of confidentiality either directly or indirectly from the Disclosing Party, nonetheless, in this instance, the Recipient agrees that the information is subject to the other Clauses in the Agreement;
  - (d) was known to the Recipient before the time of its disclosure by the Disclosing Party to the Recipient; or,
  - (e) is required to be disclosed by law/Government directives/Court Orders

3. The Recipient shall have the right to communicate Confidential Information only to those directors, officers, employees and representatives of the Recipient whose duties justify the need to know such information for commercial purpose.
4. The Recipient shall use all reasonable and prudent efforts to keep the Confidential Information confidential and to protect and safeguard the Confidential Information from misuse, loss, theft, publication, destruction or the like and would exercise same amount of care as in case of its own confidential information. The Recipient shall refrain from using or attempting to use the Confidential Information in any way, except for the purpose stated above, without the written approval of the Disclosing Party. Unless otherwise specifically stated above, the Recipient shall not utilise the Confidential Information for any purpose whatsoever, without the written approval of the Disclosing Party.
5. The Recipient shall, at the date of completion of transaction, return all Confidential Information in its possession, including all documents and other materials containing, relating to or based upon any Confidential Information. The Recipient shall execute an apposite declaration stating that any Confidential Information has been returned. In case of Confidential Information prepared by the Recipient and relating to or based upon any Confidential Information disclosed to the Recipient by or on behalf of the Disclosing Party shall be the joint property of both the disclosing & receiving parties. The Recipient agrees that all Confidential Information provided by disclosing party is and remains the sole property of the Disclosing Party.
6. The Recipient hereby assigns to the Disclosing Party all rights which the Recipient may have now or in the future in any developments based upon the Confidential Information of the Disclosing Party. The Recipient acknowledges that all right, title and interest in and to all Confidential Information of the Disclosing Party and in and to any patents, industrial designs, copyrights, trademarks or other intellectual property directly related thereto shall vest in the Disclosing Party.
7. The Recipient understands and agrees that the Confidential Information is information of a confidential nature to the Disclosing Party, and that the public release of this information may cause irreparable damage to the Disclosing Party. The Confidential Information is being disclosed by the Disclosing Party in specific reliance on the commitments and representations of the Recipient in this Agreement. It is accordingly agreed that the Disclosing Party shall be entitled to injunctive relief to prevent breaches of this Agreement and to specifically enforce the terms and provisions hereof, in addition to any other remedy to which the Disclosing Party may be entitled at law or in equity.
8. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision or provisions of this Agreement.
9. This Agreement and the pledge of non disclosure shall remain in effect until the Recipient is expressly released therefrom in writing by the Disclosing Party.



10. This Agreement shall be governed by and interpreted in accordance with the laws of India and the Parties submit to the jurisdiction of Court of Hyderabad, Telangana, India for the purposes of enforcement of the terms hereof.

11. Arbitration:

Any dispute(s) or difference(s) whatsoever arises under or out of or in connection with this contract, or in respect of any defined legal relationship associated therewith or derived there from, the parties agree to resolve the difference by way of negotiation amicably. In case the differences persist, the parties shall resolve/settle the same by submitting that dispute to arbitration of ICADR Rules and amendment of 2015 thereof. The seat of arbitration shall be India.

The authority to appoint the arbitrator (s) shall be the ICADR.

The language of the arbitration proceeding shall be English

The place of arbitration proceedings shall be at Hyderabad, India.

12. Indemnity:

shall defend, indemnify and hold harmless Midhani from and against any and all 3<sup>rd</sup> party claims, suits, demands, damages, liability, obligation, loss, settlement, judgment, cost and expenses which arise out of, relate to or result from infringement of any of its IP fights

13. **IN WITNESS WHEREOF** the Recipient has caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 2018

Signed and stamped for and on behalf of           (The Recipient)