

MISHRA DHATU NIGAM LIMITED

A Govt of India Enterprise

P. O Kanchanbagh, Hyderabad – 500058, Telangana, India.

Corporate Identity Number : U14292AP1973GOI001660

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Invites

EXPRESSION OF INTEREST FOR PROCUREMENT OF ALUMINIUM VANADIUM MASTER ALLOY (Under Make-II Process of Make In India Scheme)

Ref: MDN/PUR/EOI/AI-Va/19-20 Dt. 17-03-2020

Receipt of EOI on or before	14/04/2020 by 10:30 Hrs
Opening of EOI	14/04/2020 at 11:00 Hrs

Note:

- Detailed Invitation for Expression of Interest is attached herewith.
- All Bidders need to submit the Documents as listed in a Sealed Cover with Title as “EOI for PROCUREMENT OF ALUMINIUM VANADIUM MASTER ALLOY Dt. 17/03/2020, Due on 14/04/2020” on or before 14/04/2020 at 10:30 Hrs to :
AGM (I/C PURCHASE)
MISHRA DHATU NIGAM LIMITED
PO: KANCHANBAGH
HYDERABAD – 500 058
TELANGANA
- Any Corrigendum to the EOI shall be published in MIDHANI website only.

1. INTRODUCTION & OBJECTIVE

Mishra Dhatu Nigam Limited (MIDHANI), a public sector company has been playing a very active role in development and manufacture of strategic materials for various sectors. MIDHANI is a unique integrated metallurgical plant located in Hyderabad, Telangana, India. It has unique manufacturing facilities for production of low alloy steels, high alloy steels, special steels, stainless steels, super alloys, titanium and titanium alloys in various forms and sizes. Our annual turnover is about INR 800 crores. More information can be found on www.midhani-india.in

MIDHANI desires to indigenize manufacture of the Aluminium Vanadium Master alloy (50:50) of Aerospace quality. The objective behind the initiative is to promote technological development and skill enhancement in area of manufacture of Aluminium Vanadium Master Alloy as part of indigenization.

2. TECHNICAL REQUIREMENT:

Currently requirement of Aluminium Vanadium Master Alloy is being met though imports. Midhani desires to indigenize manufacture of the Aluminium Vanadium Master alloy (50:50) of Aerospace quality on long terms basis under Make in India programme.

Scope of work for supplying of Al-V Master alloy

1. Requirement of Al-V is around 30-40T per annum.
2. Composition of Al-V is as below

Aluminium :	Al	45 - 49 %
Vanadium :	V	50 - 54 %
Molybdenum :	Mo	0.150 % max
Iron :	Fe	0.40 % max
Carbon :	C	0.150 % max
Oxygen :	O	0.10 % max
Silicon :	Si	0.350 % max
Nitrogen :	N	0.040 % max
Boron :	B	0.0030 % max
Tungsten :	W	0.0150 % max
Magnesium :	Mg	0.250 % max
All other elements each		0.10 % max
Size: 0.2 - 8 mm (Percentage of fines in the alloy should be as low as possible.)		

3. Actual payment shall be based on prorata basis on V%.
4. Party shall be as per formula given here i.e. $P = (Q \times 2 + CC) \times 2.2046$
 $P = \text{Price / Kg Vanadium in the master alloy on FOR Basis, } 2 = \text{Consumption rate}$
 $CC = \text{Co-efficient of the conversion and quality (Shall be fixed at the time of quotation depends on LMB quotation)}$
 $2.2046 = \text{Conversion rate from pounds in to Kilograms, } Q - \text{LMB average V2O5 High and Low quotations (98\%) for the three months prior to the month of shipment from the producer factory ,This formula is used for 65:35 Al - V Master Alloy only.}$
5. Bidder should provide sample for chemical Analysis at MIDHANI.
6. After Clearance of the sample only, a long term agreement shall be signed at mutually agreed terms & condition.
7. The bidder should provide the process route adopted in his offer.

3. Application Form

(To be filled by the Party and submitted along with EOI)

SI No.	Description	Response from Party
a	Name of the Firm	
b	Address of the firm with website	
c	Details of contact person (a) Name : (b) Email : (c) Tel : (d) Mob: (e) FAX :	
d	Please enclose a brief about the history of your company, capabilities & facilities, collaborators, manpower, marketing distributors, financial standing etc. Attach literatures/documents to support your statements wherever necessary	
e	Please enclose the catalogue / technical literatures / brochure	
f	Is your company registered under the statutory requirements applicable locally? Please enclose a copy of the relevant documents, namely GST registration, etc.,	
g	Nature of the company : PSU / Limited / Listed Company / Partnership Co. / Private Enterprise / Proprietorship Concern	
h	Please provide the sales turnover and PBT of your company for the last three years :	
j	Any other points, that you may wish to add	

4. **Instructions to Applicants:**

The applicant should submit the following information / documents:-

- a. Application format duly filled in, signed and stamped, as per clause No: 3 of this EOI.
- b. Expression of Interest documents in original / downloaded form duly signed and stamped at each page as token of acceptance of all terms and conditions with e-mail, phone and fax nos.
- c. Following additional documents:
 - o Company Brochure
 - o Accreditation Certificates
 - o Registration Certificate with various tax authorities or Government Departments if any

5. **Preferable:** Preference shall be given to Indian manufacturer, Start up, SC/ST enterprises, Women enterprises and Micro and Small Enterprises.

6. **Selection of Parties:**

1. Bidders who accept **all** the commercial terms and conditions as outlined in this EOI shall be called for Pre bid discussion.
2. Bidders who meet technical requirements as per clause No:2.0 shall be selected for LTA.

7. **Delivery**

Approximate 80T shall be supplied per annum.

8. **General Terms & Conditions:**

- a. MIDHANI reserves the right to accept or reject any offer of Expression of Interest without assigning any reasons what so ever.
- b. Final selection of suitable applicant from the EOIs received will be done by MIDHANI at its sole discretion and the decision of MIDHANI shall be final.
- c. The selected applicant shall ensure compliance of all the Government regulations / conventions / policies / guidelines / orders etc. in force related to any or all of the above activities. Applicant shall undertake to abide by the statutory requirements of the Indian Government from time to time.
- d. Eligible parties to study carefully all documents referred to herein before accepting the same.

9. **Disclaimer**

Bidders shall study carefully and Project scope given in the EOI and understand the requirements sought. Claims and objections due to unawareness on the Subject shall not be considered.

10. **Integrity Pact**

All eligible bidders shall sign an Integrity Pact along with submission of their acceptance of technical specification & commercial terms & conditions.

INTEGRITY PACT

Between

Mishra Dhatu Nigam Limited (MIDHANI) hereinafter referred to as “**The Principal**”,

and

..... hereinafter referred to as “**The Bidder/ Contractor**”

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for.....The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs) who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 – Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - a. No employee of the Principal, personally or through family members, will in connection with the tender for , or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b. The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - c. The Principal will exclude from the process all known prejudiced persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 – Commitments of the Bidder(s)/ Contractor(s)

- (1) The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed at page No.5.
 - e. The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, are committed to or intend to make to agents, brokers or any other intermediaries in connection with the award of the contract.
 - f. Bidder(s) /Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the “Purchase policy MIDHANI.

Section 4 – Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 – Previous transgression

- (1) The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in “Purchase policy MIDHANI”.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors

- (1) In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor. In case of subcontract (only when the contract provide for sub contracting) the clause is applicable.
- (2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- (3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his/her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders/Contractors as confidential. He/ she reports to the C&MD MIDHANI.
- (3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and of 'Absence of Conflict of Interest'. In case of any conflict of interest arising at a later date, the IEM shall inform C&MD MIDHANI and recuse himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/she will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the C&MD MIDHANI within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the C&MD MIDHANI, a substantiated suspicion of an offence under relevant IPC/ PC Act, and the C&MD MIDHANI has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word '**Monitor**' would include both singular and plural.

Section 9 – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by C&MD MIDHANI.

Section 10 – Other provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Hyderabad.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(For & On behalf of the Principal)

(For & On behalf of Bidder/ Contractor)

(Office Seal)

(Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

GUIDELINES FOR INDIAN AGENTS OF FOREIGN SUPPLIERS

- 1.0 There shall be compulsory registration of agents for all Global (Open) Tender and Limited Tender. An agent who is not registered with MIDHANI shall apply for registration in the registration form .
- 1.1 Registered agents will file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/ remuneration/ salary/ retainer ship being paid by the principal to the agent before the placement of order by MIDHANI.
- 1.2 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties have stated that they are not paying any commission to the Indian agents, and the Indian representatives working on the basis of salary or as retainer, a written declaration to this effect should be submitted by the party (i.e. Principal) before finalizing the order.
- 2.0 **Disclosure of particulars of agents/ representatives in India, if any.**
- 2.1 Tenderers of Foreign nationality shall furnish the following details in their offers:
 - 2.1.1 The Bidder(s)/ Contractor(s) of foreign origin shall disclose the name and address of the agents/ representatives in India if any and the extent of authorization and authority given to commit the Principals. In case the agent/ representative be a foreign Company, it shall be confirmed whether it is existing Company and details of the same shall be furnished.
 - 2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agents/ representatives in India.
 - 2.1.3 Confirmation of the Tenderer that the commission/ remuneration, if any, payable to his agents/ representatives in India, may be paid by MIDHANI in Indian Rupees only.
- 2.2 Tenderers of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals, if any, indicating their nationality as well as their status, i.e. whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorizing the agent to make an offer in India in response to tender either directly or through the agents/ representatives.
 - 2.2.2 The amount of commission/ remuneration included in the price (s) quoted by the Tenderer for himself.
 - 2.2.3 Confirmation of the foreign principals of the Tenderer that the commission/ remuneration, if any, reserved for the Tenderer in the quoted price(s), may be paid by MIDHANI in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
- 2.3 In either case, in the event of contract materializing, the terms of payment will provide for payment of the commission/ remuneration, if any payable to the agents/ representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.
- 2.4 Failure to furnish correct and detailed information as called for in paragraph 2.0 above will render the concerned tender liable to rejection or in the event of a contract materializing, the same liable to termination by MIDHANI. Besides this there would be a penalty of banning business dealings with MIDHANI or damage or payment of a named sum.
