

(1) Bidders who have submitted signed Non-Disclosure Agreement (NDA) and supporting documents for Eligibility/Qualification criteria within the given timelines, will be evaluated by MIDHANI.

(2) NDA format and Eligibility Criteria documents are attached.

(3) On evaluation of both the Technical and Financial capabilities of the bidders, Tender document (NIT) will be issued to the eligible bidders for tender participation at a later stage.

Technical Eligibility Criteria

1. Open die Forging with minimum capacity of 1000 MT or above . Minimum one Manipulator of 5MT.
2. Furnace capacity OF 30MT (Min two furnaces) to support forging operations.
3. Furnaces shall be calibrated and validated
 - a) Furnace Temperature Control & Safety: Each zone shall have a Control TC and Safety TC with Controller/PLC to maintain set point temperatures and prevent overshoot.
 - b) Recording & Monitoring: All Control TCs shall be recorded via recorder / HMI with data retained and submitted whenever required.
 - c) Calibration & Accuracy: All Control, Recording, and Survey TCs shall be calibrated to meet IEC 60584-2 Class 2 tolerance and Controllers, Recorders/HMI/Data Loggers shall be calibrated to meet $\pm 2^{\circ}\text{C}$ accuracy, prior to TUS. Corrected readings shall be used in TUS reports.
 - d) Temperature Uniformity Survey (TUS) Procedure & Performance: Minimum 9 Survey TCs shall be positioned at 8 corners and center of the qualified work zone. TUS shall cover full operating range at $\leq 150^{\circ}\text{C}$ intervals, with TUS readings every 30 minutes (minimum) over 1 hour stabilization period at each temperature. Survey TCs must remain within $\pm 14^{\circ}\text{C}$ and Control TCs within $\pm 3^{\circ}\text{C}$ of set point. TUS shall be performed at least every 6 months.
4. Calibration certificates from NABL-accredited / approved laboratories /In-house Laboratory (with standards traceable to National Standards)
 - Furnace calibration reports
 - Thermocouple calibration records
 - Batch-wise heat charts
5. Traceability: Each forged lot shall be traceable to furnace temperature records
6. Fuel System Requirement : LPG/LNG/CNG/PNG/ Electrical.
7. Quality Assurance Requirements
 - Vendor must be certified to ISO 9001:2015 (mandatory) / AS9100 / NADCAP / ISO 14001 / ISO 45001 .
 - Testing facilities (in-house or approved): Mechanical testing (tensile, impact), Ultrasonic Testing (UT) & Chemical analysis
8. Experience & Past Performance
 - Minimum 5 years of experience in forging operations
 - Experience in forging low alloy / special steels
 - Preference for vendors supplying to Defense / Aerospace / Railways / Heavy Engineering sectors
 - Submission of Past 3 years supply details , Client certificates/Work Completion certificate / performance records .
9. Confidentiality Requirements
 - Strict adherence to Non-Disclosure Agreement (NDA) .
 - No sharing of Drawings , Specifications & Process details .

Financial Eligibility Criteria

S. No	Criteria	Documents required for confirmation
1.	Bidder (sole)/Lead Consortium Partner Should have been established and operating for a period of at least 05 years prior to the date of this Tender notification.	For (a): - Certificate of Incorporation issued by the Registrars of Companies "OR" - Certificate of Registration by Registrar of Firms "OR" GST Registration in case of proprietary firms "OR" - Relevant Registration/Incorporation Certificate issued by Concerned State authorities in case of Foreign Firms with proof of address.
2.	Annual Turnover: Bidder (sole)/Lead Consortium Partner should have a minimum Average Annual Turnover of Rs. 4,35,97,715/- for previous three financial years ending on 31-03-2024.	Audited annual accounts.
3.	Positive Net Worth/Solvency: Bidder (sole)/Lead Consortium Partner Should have Positive Network in each of the previous three financial years (OR) Should submit solvency certificate for Rs. 2,54,32,000/- value issued not earlier than 6 months from the date of Tender.	Audited annual accounts as above. "OR" Certificate from a Practicing Chartered Accountant for network of the company issued not more than 6 months before the date of tender with seal and Membership Number mentioned on the certificate in Original. "OR" a) In case of Indian parties it should be issued by nationalized or scheduled bank from INDIA in Original. b) In case of foreign parties it should be issued by Nationalized or schedule bank from India having a branch in the foreign land or countersigned by Nationalized or schedule bank of India in Original.
4.	Bidder (sole)/All Consortium Partners Should have PAN/ TAN/TIN/GST registration or Relevant Tax Registration of Foreign parties	a) Copy of registration certificates for Indian parties. b) In case of foreign parties, relevant tax registration certificate from the countries where the company is registered.
5.	Technical Experience: As per Annexure-II document	As per Annexure-II document enclosed.

Financial Eligibility Criteria

	enclosed	
6.	Bidder Unconditional acceptance of all commercial terms and conditions	Self certificate documents to be submitted

NON-DISCLOSURE AGREEMENT

THIS **NON-DISCLOSURE AGREEMENT** is entered into on this _____ day of _____ month, 2026

between

MISHRA DHATHU NIGAM LIMITED, (hereinafter referred to as MIDHANI) a Govt. of India Enterprise under Ministry of Defence, Department of Defence production, Government of India, registered under Companies Act 1956, and having its corporate office at Kanchanbagh, Hyderabad, Telangana State, which expression unless repugnant to the context, shall mean and include its successors in office and permitted assigns, as first part.

and

MIDHANI and _____ are hereinafter individually referred to as the "Party "and collectively as the "Parties".

Whereas

In the course of discussions concerning a possible co-operation, whose terms and consequences this agreement does not contemplate, relating to _____ MIDHANI and _____, may disclose to each other technical, commercial, financial and other information of a strictly confidential nature, in connection with _____

The parties wish to enter into a mutually beneficial relationship and as such wish to share their confidential information with the other party, including its authorised employees.

The receiving party may be given access to the Disclosing party's confidential information or create new confidential information for the disclosing party in compliance of the terms and conditions of the contract entered into in between them separately.

Now therefore in view of the above the parties hereby agreed as follows:

1. The purpose of this agreement is to set forth rules relating to the use and protection of the Confidential Information disclosed by a Party to the other as well as the confidentiality obligations of the Receiving Party with respect to the Confidential Information.
2. Nothing in this agreement shall be construed as compelling the Parties to disclose any Confidential Information to each other, or to enter into any further contractual relationships.

3. For the purpose of this agreement the term "Confidential Information" shall mean any information disclosed by one Party (the Disclosing Party) to the other Party (the Receiving Party) under the agreement in writing, in the form of samples, models or otherwise, documents, drawings, designs, or other information, provided that such information, clearly and conspicuously is marked as being proprietary or confidential at the time of disclosure and is confirmed by the Disclosing Party in writing. All the protection and restrictions in this Agreement as to the use and disclosure of confidential Information shall apply during the currency of this NDA.
DISCLOSING PARTY: Mishra Dhatu Nigam Limited (MIDHANI), Kanchanbagh, Hyderabad.
4. This Agreement shall be valid for a period of **FIVE (05) years** from the date of its signature by both Parties, unless terminated earlier in accordance with clause 11 hereunder.
5. However, the receiving party shall be bound by the confidentiality clause and shall not divulge/reveal the Confidential information during the pendency of this NDA or thereafter and continue to be bound by confidentiality clause for an additional period of 05 years, after expiration or termination of the NDA by the parties. or until it falls under one of the expectations set out at clause 6 hereunder:
 - (a) To obtain /keep such Confidential Information in strict confidence, except with prior written consent of the Disclosing Party, not to disclose such Confidential Information whether directly or indirectly, in particular through reproduction, to any third Party or Persons. Any third party means any individual or company other than MIDHANI. Not to use such confidential Information and shall not be sold/traded/published or otherwise disclosed to anyone in any manner, whatsoever, including by means of reproduction.
 - (b) To protect such Confidential Information, whether in storage or in use, with the same degree of care as that party uses to protect its own Confidential Information against public disclosure.
 - (c) Not to disclose such Confidential Information to any persons employed in its company other than those for whom such knowledge is essential for the purpose contemplated in the Agreement, provided such persons are informed of the Confidential Information and of the associated confidentiality obligations under this Agreement. Any violation by such persons shall be viewed as violation by the Receiving party.
 - (d) In case the confidential information is to be shared with the sub contractor of the receiving party, for the furtherance of the purpose, after obtaining approval, for disclosing, from the disclosing party, a similar NDA shall be executed with the sub contractor in order to protect the confidential information.
6. The obligations in this Agreement shall not apply to any information

- (a) At the time of disclosure was, or thereafter became, part of the public domain, otherwise than through the fault or negligence of the Receiving Party, or
- (b) Is already legally known to the Receiving Party at the date of receipt of Confidential Information pursuant to this Agreement, or
- (c) Has been approved for release or use (in either case without restriction) by written authorisation of the Disclosing Party, or
- (d) Has not been designated or confirmed in writing as being Confidential Information, unless the circumstances of its disclosure make it obvious that it was information of confidential nature.
- (e) The receiving party will not disclose any Confidential Information to third party for any purpose without the prior written consent of the disclosing party. Where the receiving party is required to disclose the Confidential Information in accordance with any judicial or govt order etc, the receiving party will give information of such requirement to the disclosing party, immediately prior to the disclosing such information.

7. Each Party designates the below identified person(s) from within its own organisation to receive and disclose all Confidential Information which is subjected to the restriction of this Agreement and to maintain a log and/or file thereof:

For MIDHANI:-

TITLE :
ADDRESS :

FOR _____:-

TITLE :
ADDRESS :

Any alteration in the name or address of the above individual(s) by either Party shall be notified to the other in writing.

8. The ownership of the IPR/CI shall at all times remain with the disclosing party only. This Agreement shall not be constructed as granting or confirming rights either expressly or impliedly any rights under Patents, copyright or any other form of intellectual property rights belonging to the Disclosing Party in respect of Confidential Information. However, the information so disclosed is granting of right to use the information for the furtherance of the purpose it is intended for under this NDA/MOU/PO/Contract alone. The ownership shall remain vested in the Disclosing Party at all times.

Having known the Confidential Information, the receiving party shall not use the same for its commercial purpose at any cost; neither by reverse engineering not in any other form.

9. All confidential Information, including drawings, specifications, and other documents submitted by Disclosing Party to the Receiving party shall remain the property of the Disclosing Party. If either Party elects not to pursue the purpose contemplated by this Agreement each Party shall either return to the other Party

all such information, drawings, specifications and other documents and all copies thereof containing the confidential information or destroy them upon the written request of the Disclosing Party and provide the later with a certificate of destruction within fifteen (15) days after such request. The return or destruction of documentation shall not be deemed to release either Party from its obligation contained in Clause 3 & 4 above.

10. In providing Confidential Information hereunder, the Parties make no representation, warranty, assurance, or inducement, expressed or implied, as to its adequacy, sufficiency or freedom from defect of any kind.
11. Either Party shall be entitled to terminate this Agreement at any time by giving thirty (30) days prior written notice to the other Party. On termination of this NDA, the Receiving Party shall return all the information, in whatever form received or stored, to the Disclosing Party. However, confidentiality of the information exchanged during the pendency of this NDA shall remain in operation for an additional period of 05 years. However, clauses 3, 5, 16, 17 shall not be effected due to the termination of this NDA and shall continue to be in force till the period mentioned hereinabove.
12. Receiving Party shall not assign or transfer any of its rights or obligations hereunder, without the prior written consent of the disclosing Party.
13. Receiving Party shall use every reasonable endeavour to ensure that its contractor, employees and other persons, when disclosure of Confidential Information has been specifically authorized by the Disclosing Party, shall observe the obligations contained herein as if such employees and other persons were a Party to this Agreement.
14. Any confidential Information disclosed by the Parties under this Agreement which is Classified Information, shall be identified by the Disclosing Party as classified Information at the time of disclosure and the disclosure, protection, use and handling of such information shall be in accordance with security procedures by the appropriate Government and laws of India.
15. The entering into this agreement shall not constitute obligation on part of either of the Parties to enter into any further agreement.
16. This Agreement shall be governed by and construed in accordance with the Law of India. Any dispute arising in connection with this Agreement, shall be settled amicably with mutual consultations. In case the differences remain unresolved, the same shall be referred for arbitration in accordance with the ICADR Rules 1996 and as amended from time to time whose decision shall be final and binding on both the parties. The authority to appoint the arbitrator shall be of ICADR and also provide administrative services. The Seat of arbitration shall be India. The venue shall be Hyderabad and the language of arbitration shall be English. The work, under this NDA shall not be hindered due to the pendency of arbitration proceedings.

Resolution of Disputes: In case, the Receiving party is a Government Organization (PSU, Government department etc.), the guidelines as issued by DPE from time to time shall be applicable.

17. Jurisdiction:

The contract and all questions, disputes or differences arising under or in connection with this contract, subject to Arbitration clause, shall be subject to the exclusive Jurisdiction of the Courts within the local limits of Hyderabad, Telangana, India.

18. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes and cancels all prior representations, negotiations, commitments, undertakings, communications, in written, understandings and agreements between the Parties, with respect to or in connection with any of the matters or issues to which such Agreement applies or refers.

19. The receiving party will notify the disclosing party immediately upon discovery of any breach of this agreement by the receiving party and will cooperate in every reasonable way to help the disclosing party to regain possession of the Confidential Information and prevent further breach.

20. The disclosing party will be entitled, without waiving any other rights or remedies, to seek such injunctive or equitable relief as may be deemed proper by the court of competent jurisdiction.

21. Indemnity:

_____ shall defend, indemnify and hold harmless MIDHANI from and against any and all 3rd party claims, suits, demands, damages, liability, obligation, loss, settlement, judgement, cost and expenses which arise out of act(s) of Receiving party.

This Agreement can only be changed by a written amendment agreed upon by the Parties hereto and signed by Persons authorised to sign the agreement.

IN WITNESS whereof the Parties have caused this Agreement to be signed by their duly authorised representatives on the date first above written.

For and on behalf of MIDHANI:	For and on behalf of _____:
-------------------------------	-----------------------------

Witness:

- 1.
- 2

Witness

- 1.
- 2.

-*-