



## **MISHRA DHATU NIGAM LIMITED**

A Government of India Enterprise  
P. O Kanchanbagh, Hyderabad – 500058, Telangana, India.  
Corporate Identity Number : U14292AP1973GOI001660  
Phone: 040 – 24340001 (10 Lines), 24340165, Fax: 040 – 24340764  
Email : [mrinmoy.saha@midhani.com](mailto:mrinmoy.saha@midhani.com)  
website: [www.midhani.com](http://www.midhani.com)

### **GLOBAL EXPRESSION OF INTEREST (EOI) FOR**

### **STRATEGIC ALLIANCE WITH TECHNOLOGY SUPPLIERS/EPC PACKAGE SUPPLIERS HAVING TECHNOLOGY TIE-UP FOR MANUFACTURING OF HIGH END ALUMINIUM ALLOYS, SHEETS & PLATES AND OTHER DOWNSTREAM PRODUCTS**

Ref: MDN/PUR/EOI/Aluminium/07/2017 Dt. 21/07/17

Start of Issue of EOI Documents:	22/07/17 at 11.00Hrs IST
End of Issue of EOI Documents up to:	21/08/17 up to 17.30Hrs IST
Receipt of EOI on or before:	22/08/17 by 10.30Hrs IST
Opening of EOI Date:	22/08/17 at 11.00Hrs IST

**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 “Global EOI for Technology Suppliers for Aluminium Alloy Plant, Due on 22/08/2017” on or before 22/08/2017 at 10.30 Hrs to :  
AGM (I/c Pur)  
MISHRA DHATU NIGAM LIMITED  
PO: KANCHANBAGH,  
HYDERABAD – 500 058.
- Any Corrigendum to the EOI shall be published in MIDHANI website only.

## **Contents**

**Background**

**Strategic Alliance**

**Pre-qualification criteria of Bidders**

**Instruction to the Bidders**

**General Terms & Conditions**

**Request for status update on evaluation process**

**Ownership of the Bid Document and Information**

**No Contractual Obligation**

**Disclaimer**

**Scope of Work of Technology Suppliers – Annexure –I**

**Format (To be filled up by the Bidder) – Annexure - II**

**Non Disclosure Agreement – Annexure -III**

## 1.0 Background

Mishra Dhatu Nigam Ltd (MIDHANI) - a leading public sector enterprise under the Ministry of Defence, Government of India -currently engaged in the production of various ferrous and non-ferrous materials like special alloys, nickel, cobalt and iron based super alloys, titanium and titanium alloys and special steels to meet the demand of various strategic sectors such as defence, space and atomic energy in India intends to diversify into the production of high end Aluminium alloys plates and sheets in the first phase with an option to further diversify in future to meet the fast growing demand of these materials in defence, space, aviation and transport sector covering both automobile and railway. Accordingly, MIDHANI is planning to set up a plant in JV with National Aluminium Company Limited (NALCO) in the District Nellore, Andhra Pradesh State, India for manufacturing of Flat Rolled Product (FRP) of high end aluminium alloy.

Presently, the capacity of the plant has been considered as 60,000 Tonne per annum of Aluminium alloys covering 2XXX, 4XXX, 5XXX, 6XXX and 7XXX series. However, the capacity may undergo change and may decrease / increase based on the market study being already undertaken by MIDHANI separately. To support setting up of such green field complex, MIDHANI is looking for strategic partner for the following:

- Technology for making high end aluminium alloys starting from raw aluminium suitable for downstream flat rolled products / casting/ extrusions
- Technology for Flat Rolled Aluminium products to make plates , sheets and guiding on selection of plant and machineries
- Technological support for minimum 5 years or as decided mutually from the date of commissioning to develop different alloys and products to meet various customer's requirement

1.1 The bidders may be technology supplier or technology cum equipment supplier or EPC package supplier having proven past track record of either supplying such technologies to some operating plant or having its own operating cum research centre to meet such technology requirement on its own or in consortium with other company/institute.

1.2 All written or oral communications shall be directed to AGM (Purchase), MISHRA DHATU NIGAM LIMITED, Hyderabad. The contact information is provided on the cover page of the EOI.

## 2. STRATEGIC ALLIANCE

MIDHANI intends to select technology supplier preferably on non-equity basis. However, following options are open and can be considered:

- a. Only Technology supply with fixed cost during initial project execution and necessary support for subsequent periods for ensuring successful commissioning and stabilization of the production.
- b. Technology supply for the initial FRP project on fixed fee basis + annual fee for continuous support and sharing with improvement in technology / developing new products for at least 10 years from the date of commissioning.
- c. Technology cum equity partner based on the conditions to be specified by the bidder in their bid. In such case, maximum equity which can be allowed will be guided by the Government policy and guidelines applicable at the time of finalizing the agreement.

The brief scope of work of Technology supplier is given in **Annexure-I** and bidder may expand the same as per the services to be offered.

MIDHANI shall issue Request for Participation (RFP) to Eligible bidders for submitting their commercial offer for non-equity/ equity strategic alliance with MIDHANI for technology tie-up for manufacturing of high end aluminium alloys, sheets & plates and other downstream products. The terms and conditions for bidding against RFP shall be provided along with the RFP document.

After selection of bidder against RFP, agreement with selected bidder shall be made for Strategic alliance partner. Strategic Alliance Partner has to indicate the details of equipment / facilities to be installed by MIDHANI and to provide technology for making high end aluminium alloy products on mutually agreed terms & conditions.

## 3. PRE-QUALIFICATION CRITERIA OF BIDDERS

- a) The bidder should have its own or in consortium a Technology Development Centre for developing Aluminium Alloys across all ranges i.e. 2XXX to 7XXX series established at least 5 years before from the date of release of this EOI.
- b) The bidder should have supplied or used the technology either in their own plant or at some other client and the technology should be in operation for the last at least 5 years.
- c) The bidder should have installed such facility covering Aluminium alloy making as well as Flat Rolled products of Aluminium alloy based on their own supplied equipment or selection of equipment of other make based on their Basic engineering package
- d) The bidder should have developed aluminium alloys for Defence, Space, Aviation and Transport sectors. Regarding alloys categories, details of the series in which technology has been provided should be included in the offer with details of end user and satisfactory performance certificate.

- e) The bidder should possess state of art technology for design of high end aluminium alloys and should submit merits/ demerits of their technology
- f) In case of EPC package suppliers i.e covering technology cum plant for Basic Engineering, Detailed Engineering, Supply, Erection and Commissioning, the bidder should submit details of their installations and confirmed that they are in Aluminium business for more than 5years

#### **4. INSTRUCTIONS TO BIDDERS**

The bidder should submit the following information / documents

- Application format duly filled in, signed and stamped, as per **Annexure-II**.
- EOI documents in original / downloaded form, duly signed and stamped at each page as token of acceptance of all terms and conditions.
- Supporting documents with respect to various information / documents as per pre-qualification criteria above in clause 3.0
- Following additional documents
  - o Company brochure
  - o Audited balance sheets as published in annual report of last three years
  - o Accreditation certificates

#### **5. GENERAL TERMS & CONDITIONS**

- MIDHANI reserves the right to accept or reject any offer received against EOI without assigning any reasons what so ever.
- Finalization of eligible bidders from the bids received will be done by MIDHANI at its sole discretion and the decision of MIDHANI shall be final
- The eligible bidder shall ensure compliance of all the Government regulations / conventions / policies / guidelines / orders etc. in force related to any or all of the above activities. Bidder shall undertake to abide by the statutory requirements of the Indian Government from time to time.
- Eligible bidders to study carefully all documents referred to herein before accepting the same.
- . A draft NDA is attached for information(Annexure-III).

#### **6. REQUEST FOR STATUS UPDATE ON EVALUATION PROCESS**

MIDHANI will not accept or respond to bidder requests for information on the status and progress of the bid evaluation process. Additional information regarding the bid evaluation process shall be posted on MIDHANI's website [www.midhani.com](http://www.midhani.com)

**7. OWNERSHIP OF BID DOCUMENTS AND INFORMATION THERIN**

All Bid documents received against EOI will become the property of MIDHANI upon submission. Where the bidder believes that information provided in response to this EOI is, or should be kept confidential, or disclosure of this information would unreasonable affect bidders business affairs, notice is to be given at the time of delivery of the information or document by clearly marking such information 'confidential'. In so far as is practicable MIDHANI will give effect to the bidder stated wishes, and requested for access to such information will be determined under the RTI Act.

**8. NO CONTRACTUAL OBLIGATION**

MIDHANI is not bound contractually or in any other way to any bidder to this EOI. MIDHANI is not liable for any costs of compensation in relation to the consideration of this EOI.

**9. DISCLAIMER**

The issue of this document does not in any way commit or otherwise obliges MIDHANI to proceed with all or any part of this EOI process. The EOI request is not the subject of any process contract or any contractual obligations between MIDHANI and bidder. MIDHANI may, at its absolute discretion, elect to abandon any part or whole of the process without giving prior notice to the prospective bidder.

**SCOPE OF WORK OF TECHNOLOGY SUPPLIER**

The scope of work and services shall broadly be as follows:

1. 60,000 Tonne per annum capacity plant is proposed to be set up at District Nellore, in the State of Andhra Pradesh, India for manufacturing high end Aluminium Alloy Flat Rolled Products.
2. The Scope of Technology supplier shall include Aluminium Alloys production & FRP facilities and it will cover specialized advise and knowhow for all sub-units for Aluminium alloys production with maximum recoveries, efficiency, energy conservation, environmental protection etc but not limited to the following:
  - ❖ Melting of virgin aluminium and alloying
  - ❖ Treatment and filtration of molten metal
  - ❖ Production of slabs in DC casting machine for Hot Rolling
  - ❖ Homogenising of slabs and subsequent scalping and sawing
  - ❖ Preheating of rolling slab
  - ❖ Hot rolling to desired gauge for production of hot rolled plate and hot rolled coil. Hot rolled coil will be further rolled in cold mill to produce coil for sheet and saleable auto body grade coil
  - ❖ Plate/sheet heat treatment & Finishing facility
  - ❖ Ultrasonic testing for plates
  - ❖ Plate, sheet, coil packing facility and dispatch
  - ❖ Roll shop facility
  - ❖ Raw materials unloading, handling & storage
  - ❖ Raw materials consumption
3. Laboratory and quality control facilities required for Raw material and finished products
4. Environmental control and safety including fire fighting system for entire facility.
5. Establishment of In-house R&D centre for Aluminium products
6. Training of Owners Engineers /Staff

**FORMAT (TO BE FILLED UP BY BIDDER)**

<b>S.No.</b>	<b>Description</b>	<b>Bidder's Response</b>
1	Name of the bidder	
2	Address of the bidder with website	
3	Details of contact person	
4	Class of the bidder : PSU / Limited / Listed Company / Partnership Co. / Private Enterprise / Proprietorship Concern	
5	Enclose a brief about the history of your company, capabilities, infrastructure facilities, collaborators, manufacturing plants outside your country, the R & D capabilities, manpower, marketing distributors, financial standing etc. Attach literatures/documents to support your statements wherever necessary	
6	How long you are in the business of Aluminium Alloy and FRP	
7	Please provide the sales turnover and PBT of your company for last 5 years	
8	Is your company rated by any of the leading rating agency? If so mention the name of the rating agency and enclose the rating report by that agency	
9	Is your company registered under the statutory requirements applicable locally? Please enclose a copy of the relevant documents, namely GST registration etc.,	
10	Are you the original technology holder / designer of Aluminium Alloys/FRP (y / n)	
11	List the countries to which these type/range/variants are provided. List the names of the customers and the numbers of the offered product supplied till date	
13	Are you willing to provide technical support for various systems (base or add-on) as and when need arises?	
14	Are you willing to support the development of other products like casting, extrusions etc. in future?	
15	Please enclose the catalogue / technical literatures / brochure of the product proposed for offering to MIDHANI.	
16	Which year were this technology / design introduced?	
17	What are the Quality accreditations of your company? Attach the copy of such certificates.	
18	Will you be ready to collaborate with MIDHANI in indigenising various components by evaluating / supporting / sourcing from Indian Industries whenever feasible?	
19	List of software's available for designing.	
20	Will you provide any training to MIDHANI officials in designing and evaluation of various products?	
21	Will you ensure exclusivity to MIDHANI in Indian Market?	
22	Kindly let us know the various technical & commercial terms under which you will be able to provide the knowhow.	
23	Any other points, that you may wish to add, which would	



<b>S.No.</b>	<b>Description</b>	<b>Bidder's Response</b>
	highlight your capabilities with respect to Aluminium Alloy solutions in India.	
24	Authorisation letter for signing the document	
25	Certified copy of consortium agreement, if applicable	

**NON-DISCLOSURE AGREEMENT**

THIS NON-DISCLOSURE AGREEMENT is entered into on this day the \_\_\_\_ day of \_\_\_\_\_ 2017

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**

(hereinafter to be referred to as ") represented by its \_\_\_\_\_, which expression unless repugnant to the context, shall mean and include its successors in office and permitted assigns, as second part

MIDHANI and \_\_\_\_\_, are hereinafter individually referred to as the "Party" and collectively as the "Parties".

Whereas \_\_\_\_\_, own and possess certain information relating to its Aluminium Alloy and Flat rolled Technology and design thereof, and the manufacturing, processing and use of same in forming other articles.

Whereas, Mishra Dhatu Nigam Limited owns and possesses information relating to use and development of downstream products based on Aluminium alloys.

Whereas, the parties wish to exchange such information for the purpose of allowing MIDHANI to evaluate technology of \_\_\_\_\_ in MIDHANI's applications which may lead to a future business relationship between the parties on terms and conditions to be separately agreed upon.

Whereas, the said information is proprietary as to the respective party and involves certain information (including trade secrets, know-how, techniques and specifications) of a character regarded by the disclosing party ("Discloser"), in writing, as confidential (hereinafter referred to as "Confidential Information"). The receiving party ("Recipient") agrees to receive such Confidential Information on the terms and conditions thereof.

Whereas both the parties are desirous to exchange the said confidential information, classified so in writing, and wish to enter into a mutually beneficial relationship and as such wish to share their confidential information with the other party, including its authorized employees.

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. 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.
2. 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, provided that such information, clearly and conspicuously marked as being proprietary or confidential and 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.
3. In consideration of an subject to the foregoing, the Receiving Party in each case undertakes in respect of Confidential Information disclosed to it hereunder, and for the duration of this Agreement and after its expiration or termination of this Agreement and duration shall remain in full force and effect for a period of 5 years following the disclosure of such Confidential Information or until it falls under one of the expectations set out on Section 4 below:
  - (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 and . Not to use such confidential Information and shall not be sold/traded/published or otherwise disclosed to any one in any manner, whatsoever, including by means of reproduction otherwise in writing by the Disclosing Party;
  - (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.

(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.

4. 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) Was lawfully obtained by the Receiving Party from a third Party who as per Receiving Party's knowledge has legally been obtained and has rights of disclosure, or

(c) Is already legally known to the Receiving Party at the date of receipt of Confidential Information pursuant to this Agreement, or

(d) Was independently developed by the Receiving Party without making use of the Confidential Information of the disclosing party, or

(e) Has been approved for release or use (in either case without restriction) by written authorization of the Disclosing Party, or

(f) 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 this confidential nature.

(g) The receiving party will not disclose any Confidential Information to third party for any purpose without the prior written consent of the disclosing party. However, where the receiving party is required to disclose the CI in accordance with any judicial or other govt order or action, the receiving party will give the disclosing party reasonable prior notice and also provide all necessary help and assistance to protest, if any, against any such disclosure.

5. Each Party designates the below identified person(s) from within its own organization 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.

6. The ownership of the IPR/CI shall remain with the disclosing party only. This Agreement shall be constructed as granting or confirming only rights to use the information for the furtherance of the purpose it is intended for, 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 the ownership of which shall remain vested in the Disclosing Party at all times.

7. 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 above.
8. 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.
9. This Agreement shall be valid for a period of 5 years from the date of its signature by both Parties, unless terminated earlier in accordance with article 10 hereunder.
10. 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 till the expiry of 5 years thereafter.
11. Receiving Party shall not assign or transfer any of its rights or obligations hereunder without the prior written consent of the disclosing Party.
12. Receiving Party shall use every reasonable endeavour to ensure that its 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.
13. 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 laws of India.
14. The entering into this agreement shall not constitute obligation on part of either of the  
14. Parties to enter into any further agreement.  
14.  
14.

15. 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 to the sole arbitrator to be appointed by Chairman and Managing Director, Midhani and shall be settled in accordance with the Arbitration and Conciliation Act 1996 and rules thereof. The seat of arbitration shall be India and the venue shall be Hyderabad. The language of arbitration shall be English.
16. 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.
17. 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 CI and prevent further breach.
18. 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.

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.

-----