

CORRIGENDUM**Date: 22/07/2017****Subject: Corrigendum for Extension of Due Date and Pre Bid Conference****Tender Ref. No: MDN/PUR/5870035/CG/ADVT/082/17-18 Date: 27/06/2017****Tender Title: Setting up of 500TPA Tungsten Powder Plant and 250TPA Tungsten Carbide Plant (PHASE – 1), Ammonium Paratungstate (APT) Plant (PHASE – 2), on EPC basis alongwith Technology Support for Five (5) years.**

This has reference to subject Tender. The Corrigendum to the subject Tender is hereby issued. All participating bidders are requested to note the changes in respect of the above subject tender.

Revised Bidding Schedule to be read as:

S. No.	Existing Document Reference	Clarification / to be read as
1	Site Visit and Pre Bid Conference: 17.07.2017	Site Visit and Pre Bid Conference: Upto 19.08.2017 17.30 Hrs Prior intimation of atleast 3 days is required for attending pre bid conference.
2	Furnishing Technical and Commercial Clarifications if any: Up to 07.08.2017	Furnishing Technical and Commercial Clarifications if any: Up to 20.08.2017
3	Receipt of Techno-Commercial Offers in separate sealed envelope clearly marked Techno-Commercial & Price Bid (Phase – 1 and Phase – 2): 11.08.2017 up to 10.30 am	Receipt of Techno-Commercial Offers in separate sealed envelope clearly marked Techno-Commercial & Price Bid (Phase – 1 and Phase – 2): 25.08.2017 up to 10.30 am
4	Opening of Techno-Commercial Offers (Phase – 1 and Phase – 2): 11.08.2017 10.35 Hrs	Opening of Techno-Commercial Offers (Phase – 1 and Phase – 2): 25.08.2017 10.35 Hrs
5	Technical Evaluation and resolving all clarifications	Technical Evaluation and resolving all clarifications

	for qualifying Bidders Technically: 11.08.2017 to 22.08.2017	for qualifying Bidders Technically: 25.08.2017 to 05.09.2017
6	Opening of Price Bid of Technically qualified Bidders (Planned): 25.08.2017 at 11.00 Hrs	Opening of Price Bid of Technically qualified Bidders (Planned): 08.09.2017 at 11.00 Hrs
7	Price Bid evaluation and resolution of all commercial queries: 25.08.2017 to 31.08.2017	Price Bid evaluation and resolution of all commercial queries: 08.09.2017 to 11.09.2017
8	Award of Contract and Issue of LOI: 22.09.2017	Award of Contract and Issue of LOI: 30.09.2017

5 Bidder's Profile and Eligibility Criteria:

First Paragraph to be read as:

Bidders may participate either solely or through a consortium. The Bidder (Sole) / Consortium shall be a registered Company (s). In case of consortium, a consortium agreement is to be submitted along with the bid and information of consortium leader should be given. The Bidders should clearly specify the role and responsibility of the Consortium partners. In case, Bid is submitted by a consortium, Consortium partners having process, design and operating experience in Tungsten field (production/extraction of Tungsten) need to furnish an undertaking for providing technical support for five years and continuous up-gradation of Technology during Technological support period.

5.1 & 5.2 Financial & Technical Criteria for evaluation of Phase – 1 (Tungsten Powder and Tungsten Carbide) and Phase -2 (Ammonium Paratungstate)

1. All places, "Bidder" to be read as "Sole Bidder/Consortium"
2. Item No. 5 to be read as follows:
"Bidders should not be a trading company. Consortium partners can be engineering/equipment supplier/operating company/construction company."

Add the following para in the end of Clause 5:

"As there may be some IP related issues involved in sharing of information during bidding stage, MIDHANI being under Ministry of Defence cannot accept exclusive NDA. A draft NDA which can be accepted by MIDHANI is attached for information as Annexure. MIDHANI is willing to sign this NDA at any point either during bid submission or during evaluation, if need arises.

It is advised that the above may please be taken into consideration while submitting your offer and others tender stipulation remains unchanged. You are advised to submit your offer accordingly.

For MISHRA DHATU NIGAM LIMITED

Flagh
ADDL. GENL. MANAGER
(PURCHASE)

Annexure

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 Tungsten 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 .

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 endeavor 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 Parties to enter into any further agreement.
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 authorized to sign the agreement.

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

For and on behalf of MIDHANI:	For and on behalf of :
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Witness:
1.

2.

Witness
1.

2.
