



## Memorandum of Understanding

This **Memorandum of Understanding ("MOU")** is entered into 9<sup>th</sup> day of May 2024.

### **BY & BETWEEN**

(I) **INDIAN COAST GUARD, NEW DELHI**, an Armed Force of the Union, under the Ministry of Defence, Government of India with its address at Coast Guard Headquarters, National Stadium Complex, New Delhi - 110001, India ("**ICG**")

and

(II) **HINDALCO Industries Limited** a company within the meaning of the Companies Act, 1956 having its Registered Office at 21<sup>st</sup> Floor, One Unity Centre, Prabhadevi, Senapati Bapat Marg, Mumbai – 400013, India ("**HINDALCO**")

### PREAMBLE

ICG and HINDALCO may be referred to hereinafter collectively, as the "**parties**" and, individually as a "**Party.**"

**WHEREAS, ICG** is an Armed Force of the Union for ensuring the security of the maritime zones of India with a view to the protection of maritime and other national interests in such zones. It is administered by the Ministry of Defence, Government of India. The duties and function of ICG include following:-

- (a) Ensuring the safety and protection of artificial islands, offshore terminals, installations and other structures and devices in any maritime zone.
- (b) Providing protection to fishermen including assistance to them at sea while in distress.
- (c) Taking such measures as are necessary to preserve and protect the maritime environment and to prevent and control marine pollution.
- (d) Assisting the customs and other authorities in anti smuggling operations.
- (e) Enforcing the provisions of such enactments as are for the time being in force in the maritime zones.

(f) Such other matters, including measures for the safety of life and property at sea and collection of scientific data, as may be prescribed.

**AND WHEREAS HINDALCO** is a Premier Aluminum Products company in India. It is a fully integrated Aluminum Player, producing both Primary and Value-added Aluminum Products in various end-use sectors.

### **PURPOSE AND SCOPE**

**NOW THEREFORE**, the Parties agree to the following:

1. Requirement of Aluminum Sheets / Plates / Chequered Sheets / Extrusions / Tubes within HINDALCO's manufacturing range [including through HINDALCO processing units using HINDALCO raw materials] to be procured for construction of ICG ships by Indian Shipyards (DPSU/PSU/CPSE/Private): HINDALCO assures ICG to meet the requirements. HINDALCO intends to supply them from its existing plants to the Shipyards in line with "Make in India" initiative of the Government of India. HINDALCO also intends to seek/renew Certifications, wherever required, to cater to the requirements to be procured by ICG's vendor Shipyards. The requirement to be covered is mentioned in **Annexure - I**.
2. HINDALCO & ICG may also explore joint development of new grades of Aluminum to meet the current and future requirements.
3. HINDALCO shall strive to service the requirement of ICG which may currently be imported. For the material which is not within HINDALCO's current capability, HINDALCO shall explore possibility of upgradation of production line considering the product demand.
4. HINDALCO shall strive to meet the requirement of ICG's vendor Shipyards as per the mutually agreed delivery schedule.
5. HINDALCO also offers the Shipyards involved in construction of ICG Ships the facility to enter into a separate Memorandum of Understanding [MOU] with HINDALCO for the Aluminum Plates and Sheets requirements [as per the provisions of Order Booking Policy for Projects / Construction Companies / Government Departments]. Under it, the Shipyards shall be able to avail firm price with price validity period, priority in supplies, interest-free credit facility, and Turnover Discount [TOD], among other benefits. The MOU terms and conditions are reviewed annually and may vary from time to time.

## SCOPE

1. **This Memorandum of Understanding (MOU) is based on mutual intent, non-binding in nature and not legally enforceable.**
2. Once the parties have finalized the scope and the product required, parties to enter into a **definitive agreement** which shall govern their relationship for sourcing of the products by **ICG and/or Shipyards** from HINDALCO.
  - (a) **Quantity.** Parties to mutually agree on the total quantity of goods to be supplied to ICG and/or Shipyards with respect to any particular project.
  - (b) **Price.** Price of the products to be supplied shall be finalised on Quarterly basis after discussion / finalization between parties and prices shall remain firm & fixed for placement of Purchase Order within the above calendar Quarter & till completion of full supplies.
  - (c) **Turnover Discount.** The parties to the contract shall discuss and agree on the TOD entitlements.
3. Any additions, amendments, modifications and variations to this MOU may be effected if it is agreed in writing and signed by the duly authorized representatives of the Parties.
4. **Effective Duration.** This MoU shall become effective as on the date first written above and shall be effective for a period of two (2) years or until the execution of definitive agreement, whichever is earlier. Parties may renew or extend the term of this MoU upon mutual agreement in writing.
5. **Termination.** Either Party may terminate this MoU by providing a written notice of 30 (thirty) days to the other Party.
6. **Confidentiality.** All information shared between the parties are confidential in nature and shall not be shared with any third party without the prior written consent of the disclosing Party except to its employees, consultants and advisors. Upon termination or expiration of the MoU, on a written request of the disclosing Party, the receiving Party shall immediately return or destroy all confidential information and confirm the same in writing.
7. **Intellectual Property.** Each Party is and shall remain the sole and exclusive owner of its Intellectual Property (IP). Each Party will grant the other Party a free, non-exclusive, non-sublicensable and non-transferable license to its IP which is necessary for the performance of this MoU, solely during the performance of the MoU and for performing its task according to the MoU.
8. **Governing law and dispute resolution.** This MoU shall be governed by, construed and interpreted in accordance with laws of India. In the event of any dispute or differences arising out of or relating to or with reference to or incon-

nection with this Agreement, the same shall be subject to the exclusive jurisdiction of courts at New Delhi.

9. The **Annexure - I** shall be updated periodically based on any changes in the contents thereof / capabilities of the Plant[s].

**The Parties have signed this MOU on the date first above written.**

**For and on behalf of HINDALCO**

**For and on behalf of ICG**

Witness

- 1.
- 2.

Witness

1. PD (Indy)
2. DD (Indy)

**DETAILS OF MARINE GRADE ALUMINIUM FOR ICG SHIP CONSTRUCTION**

Type/Form of Aluminium	Grade & Temper	Range of Thickness	Range of Width	Range of Length
Sheet/ Plates	A 5083 or A 5086/ O/H112/H114/ H116/H321*	2.5 to 9 & 16 to 25	1500-1525	6000-8000
Bulb Profile	A 6082/ T5	4 to 10	50 to 140	6000
Flat Bars	A 6082/ T5	4 to 10	50 to 140	6000
Extruded panels	6061/ T6	4 & 4.5	Max 300	8000
Chequered plate	5083 / F	03	Max 1000	3000
T-Bars	<u>Feasibility of offering T-bars will be decided on the basis of additional technical details/ drawings from the shipyards.</u>			
T Sections	A 6061/A 6082	Web - 50 x 4 & 75 x 4 Face - 50 x 4 & 90 x 8		
L Sections	A 6061/A 6082	Web 65 x 4 & face 33 x 7		
Aluminium angles	A 6061/A 6082	40 x 40 x 4 & 100 x 60 x 8		
Aluminium pipe	A 6061/A 6082	88.9 (Dia) x 7.62 (Thk) & 140 (Dia) x 10 (Thk)		

\* H321 properties being equivalent to those achieved by H116

### **Classifications / Certifications**

- a. HINDALCO shall provide any of the equivalent classification[s]: IRS / ABS / LRS / DNV.
- b. Other Class Certifications may be looked into, depending on mutual agreement between ICG and Hindalco.

### **Indicative Minimum Order Quantities [MOQ] / Multiples**

In one Thickness x Width x Length	2.5 – 3.0 mt
In one Grade	10 – 12 mt

### **Indicative Lead Time for Supply**

Three - Four months from the date of PO receipt, for the material to be in state of readiness for Final Inspection by the pre-assigned Quality Inspection Agency.

### **Other Requirement[s]**

- a. Markings on Packages
  - For any Sheet/Plate/Extrusions/Pipe/Profile Package, the top portion shall have Heat No., Grade, Temper, Dimensions, etc. marked.
- b. Thickness Tolerance and Dimensional Tolerances
  - Shall be maintained as per the norms of the relevant Specification of the Classification Society OR as per the Quality Assurance Plan (QAP), signed by ICG and Hindalco Technical personnel.
- c. Details of additional Tests, if any, to be carried out to be decided as per mutual agreement between ICG and Hindalco.

### **Note:**

The actual feasibility of supplies, MOQ, Lead Time, Marking, thickness & Dimensional tolerance, etc. shall need to be confirmed at the time of specific project-based enquiry.