MINISTRY OF DEFENCE
NAVAL HEADQUARTERS
DIRECTORATE OF STAFF REQUIREMENTS (DSR)

INVITATION FOR EXPRESSION OF INTEREST (EOI)

INDIGENOUS DEVELOPMENT OF ELECTRO OPTICAL INFRA RED SEARCH AND TRACK (EOIRST) PROJECT EOIRST

File No. WP/2614/EOIRST- Make II// EOI dated 10 Apr 26

Reference : **Defence Acquisition Procedure 2020**

Pages : **42**

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Introduction

1. Indian Navy has been focusing on developing indigenous platforms, equipment and systems towards achieving enhanced self-reliance. This Expression of Interest (EoI) invites responses from eligible Indian Companies for project 'ELECTRO-OPTICAL INFRA RED SEARCH AND TRACK' here and after referred as EOIRST for Indian Navy. The present proposal for development of EOIRST under 'Make II' sub category of the 'Make' category is termed as 'Project EOIRST'. Project EOIRST is designed to provide certain operational capabilities to the Navy. The Ministry of

Defence (MoD), Govt of India, shall own Project EOIRST. The information regarding the project will be shared strictly on 'Need to Know' basis. The prototype **(Qty 01)** development of EOIRST has been approved as 'Make II' category project. Subsequent procurement will be under the '**Buy (Indian-IDDM)**' category.

Objective

2. The objective of this EoI is to seek responses from eligible Indian industries and to shortlist potential companies. Responses to EoI will be evaluated as per the assessment criteria given in the EoI. Project shall be progressed even if only one EoI respondent is found meeting eligibility criteria.

Layout

3. The EoI has been covered under the following parts: -

3.1.	Part I	-	General Information
3.2.	Part II	-	Technical Requirements
3.3.	Part III	-	Critical Technology Areas
3.4.	Part IV	-	Guidelines for formation of Association of Persons (AOP) i.e. consortium
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3.10.	Part X	-	Miscellaneous

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PART I: GENERAL INFORMATION

4. The project of indigenous development of EOIRST has been approved under the 'Make II' category for prototype development of (Qty - 01) and for subsequent procurement under the 'Buy (Indian-IDDM)' category as per DAP 2020. Details of the stages involved in the development process are enumerated in Chapter III of DAP 2020. The progress of the project will be monitored by the Project Facilitation Team (PFT) of Indian Navy/ MoD constituted for the purpose. PFT will act as interface between Indian Navy and Industry during the design and development stage of the

project. ***No reimbursement of development cost is permissible under Make II scheme.***

5. **Eligibility to Respond to an EoI as Individual Entity or as Consortium.** The EoI can be responded to, at the option of an EoI recipient, by any of the following entities:-

5.1. Individual EoI Recipient; or

5.2. **Association of Persons (AoP)** i.e. Consortium of Indian Companies consisting of two or more than two EOI recipients undertaking joint and several liability and an EoI Recipient designated as the lead member through a '***Association of Persons (AoP) Agreement***'. All EoI Recipients as the members of the AoP will sign the contract with MoD. This Agreement will be applicable for the entire project including but not limited to Production Phase and Lifecycle/Technology Refresh Contract placed by MoD, if any.

5.3. **Definition of Indian Vendor.** Unless specifically provided for in a clause /section/chapter or elsewhere of the DAP, an Indian Vendor by whatever nomenclature when referred to means - for defence products requiring industrial license, an Indian entity, which could include incorporation/ownership models as per Companies Act, Partnership Firm, Proprietorship and other types of ownership models including Societies as per relevant laws, complying with, besides other regulations in force, and the guidelines/licensing requirements stipulated by the Department for Promotion of Industry and Internal Trade (DPIIT) as applicable. For defence products not requiring industrial license, an Indian entity registered under the relevant Indian laws and complying with all regulations in force applicable to that industry will be classified as an Indian Vendor. The following two additional conditions will apply to the definition for Make II:-

5.3.1. **Ownership by Resident Indian Citizen(s).** Further, a company is considered as 'Owned' by resident Indian citizens if more than fifty percent (50%) of the capital in it is directly or beneficially owned by resident Indian citizens and / or Indian companies, which are ultimately owned and controlled by resident Indian citizens. This implies that the maximum permitted Foreign Direct Investment (FDI) shall be forty nine percent (49%). No pyramiding of FDI in Indian holding companies or in Indian entities subscribing to shares or securities of the Applicant Company or the Strategic Partner shall be permitted. Indirect foreign investment shall be accounted for in counting the forty-nine percent (49%) FDI.

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5.3.2. **Control by Resident Indian Citizens(s) (As defined in Companies Act 2013).** 'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions

including by virtue of their shareholding or management rights or shareholders agreements or voting agreements.

6. **Indigenous Content.** The indigenously designed, developed and manufactured EOIRST should have minimum of 50% Indigenous Content (IC) on cost basis of the Base Contract Price. **Minimum 50 % of overall IC as stipulated for Buy (Indian-IDDM) category to be in the form of material/components/software that are manufactured in India**. Apart from overall IC as detailed above, the same percentage of IC will also be required in (a) Basic Cost of Equipment; (b) Cost of Base and Depot (B&D) Spares; (c) Cost of Onboard Spares (OBS) and (d) Cost of Special Maintenance Tools (SMT) and Special Test Equipment (STE), taken together at all stages, including trial stage. For IC on cost basis, vendor should ensure compliance as detailed in **Appendix A**.

7. **Intellectual Property Rights (IPRs).** Development Agency/ Agencies (DA/ DAs) shall retain title or ownership and all other rights in intellectual property generated during the development of project. However, the Government shall have March-in rights under which the Government can require the contractor to grant, or may itself grant license for, inter alia, the following reasons: -

7.1. Where health and safety requirements so require the Government to act in public interest;

7.2. For National Security Reasons;

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7.3. To meet requirements for public use not reasonably satisfied by the contractor;

7.4. For failure of the contractor to substantially manufacture the products embodying the subject invention in India; or

7.5. For failure of the contractor to comply with any of the requirements laid down under these guidelines.

8. **Foreign Collaboration.** If the DA(s) collaborate(s) with a foreign firm as a technology provider in a certain technology area for the project, the nature of such collaboration and the technology areas being transferred must be clearly stated in the response. The contribution of the Indian industry in acquiring, developing and indigenising critical technologies shall be one of the key criteria in assessment of various proposals. Transfer of Technology guidelines as enumerated in Appendix F to Schedule I to Chapter II of DAP 20 are to referred for additional references.

9. No component or any sub system of EOIRST shall be subjected to any type of inspection or audit by any Foreign Govt or Agency without prior approval of MoD, Govt of India.

10. A trusted supply chain that will include the engineering support requirements would be established for all components of EOIRST. All documents related to the EOIRST project are liable to be audited by Indian Government or its nominated agency.

11. Detailed information about blacklisting of the company/ consortium partners and foreign technology partner by any Govt Agency in India/ any other country would be provided as part of the response. Companies currently blacklisted by any Indian Govt Agency are ineligible for participation. Any such information not disclosed but revealed at a later stage would render the Company/ Consortium ineligible for further participation.

12. **Time Frames and Critical Activities.** The important time frames and critical activities for the project EOIRST is as follows: -

Ser	Activity a.	Time (in weeks) from EoI Issue b.
1.	EoI Response Submission	8
2.	EoI Response Evaluation	6
3.	Issue of Project Sanction Order	2
4.	Prototype Development	48
5.	Single Stage Composite Trials and Acceptance of trial report	7
6.	Conversion of PSQRs to NSQRs	2
7.	Issue of Commercial RFP	2
8.	Solicitation of Commercial Offer	4
9.	Finalisation of CNC	4
10.	Signing of contract	2

13. **Milestones of the Project.**

13.1. **Evaluation of EoI Responses.** EoI responses will be evaluated in accordance with assessment parameters and evaluation criteria as given in Part VI & VII of this EoI. All the shortlisted companies will be called Development Agencies (DAs). Project shall be progressed ahead even if only one EoI respondent is found meeting the eligibility criteria.

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13.2. **Project Sanction Order.** *IN* will issue Project Sanction Order for the development of prototype with **Nil** financial implication for Indian Navy/ MoD. In case of only single vendor having offered the prototype within timelines stipulated in the Project Sanction Order, not more than two time extensions will be accorded and thereafter the case will be progressed as resultant Single Vendor Case (SVC).

13.3. **Design and Development of Prototype.** PFT will act as the primary interface between the Indian Navy and the industry during the design and development stage under Make-II subcategory projects and facilitate the following:-

13.3.1. Finalisation of trial methodology.

13.3.2. Provision of requisite professional inputs/documentation to industry (if applicable).

13.3.3. Providing clarifications related to functional or operational aspects of the equipment under development, as may be sought by the DAs from time to time, during the design and development of prototype.

13.4. **Single Stage Composite Trials.** After the prototype has been developed as confirmed by the PFT in a collegiate manner, the PFT with requisite empowered members, would carry out the Single Stage Composite Trials of the prototype within four weeks and ratify the same within one week of completion of composite trials. The Trial report will be accepted by the appropriate authority within the NHQ in two weeks. Project, where prototype of only a single firm/individual has cleared the trials, would also be progressed as resultant single vendor. No further trials shall be conducted during Buy (Indian-IDDM) phase.

13.5. **Finalisation of SQRs.** PFT will facilitate the finalisation of SQRs based on inputs from the DAs during the development stage, prior to commencement of user trials. The SQRs of the equipment would thereafter be a part of the trial directives, and only the essential parameters as detailed in the SQRs will be tested.

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13.6. **Solicitation of Commercial Offers.** A commercial Request for Proposal (RFP) for 'Buy (Indian-IDDM)' phase, duly vetted by Acquisition Wing (for non-delegated cases)/concerned SHQ (for delegated cases), will be issued to all vendors who have cleared the 'Single Stage Composite Trials' of prototype.

13.7. **Award of Contract.** Commercial Offers of only those vendors will be opened whose equipment has been short-listed consequent to Staff Evaluation of SSCT report and the L1 and L2/ L3 bidder would be determined based on the provisions of the Commercial RFP and awarded the contract(s) for manufacturing.

14. Once the prototype is successfully validated, 44 (25 x EOIRST for *IN* and 19 x EOIRST for ICG) such systems shall be procured by MoD, Govt of India under Buy (Indian-IDDM) category.

15. **Multiple Technological Solutions.** NA

16. Other successful development agencies that have developed the prototype successfully but have not qualified as L1, would be issued a certificate by DDP indicating that product/ system has been successfully trial evaluated.

17. **Non-Disclosure Agreement**. This EoI is non-transferable. This document is the property of the Government of India and is issued by Ministry of Defence for the information of firm to whom this EoI is issued. The firm, to whom this EoI is issued, will be responsible for its safe custody and that its contents will not be disclosed in any form to any unauthorised person/ entity. This document will be treated as a company confidential document for all purposes. The above provisions will also apply to any authorised sub-vendor/ person/ entity with whom the document or part thereof are shared. The format for Non-Disclosure agreement is at **Appendix J.**

PART II: TECHNICAL REQUIREMENTS

18. The Technical requirements from the project are as per Preliminary Staff Qualitative requirements (PSQRs). Copy of the PSQRs is at **Appendix K**.

PART III: CRITICAL TECHNOLOGY AREAS

19. The capability assessment of the Development Agencies (DAs) will largely depend on their ability to design and develop critical technologies Project EOIRST like EO & IR System, Stabilisation, sensor fusion and data interface, image processing, Control Software, environmental hardening and associated electronics and the ability to absorb the same if obtained from any other agency. It is imperative that the project attains a higher technological threshold and minimises the dependence on foreign technology partners. **The contribution of the Indian industry in acquiring and developing technologies in critical areas shall be a key criterion in assessment of the proposal**.

20. The assessment of critical technologies for the Project EOIRST offered by the DA(s)/Consortium must be supported with all Rights and Licenses (IPR) as mentioned at Para 7.

PART IV: GUIDELINES FOR FORMATION OF ASSOCIATION OF PERSONS (AOP) OR CONSORTIUM

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21. Where an AoP/Group of EoI recipients ("Consortium") comes together to implement the project in accordance with the mechanisms outlined under Para 18 above, there must exist, at the time of responding to EoI, an '***Association of Persons (AoP) Agreement***' to form an AoP i.e. Consortium to execute and implement the complete "Make" project.

22. Where the EoI Respondent is an AoP/Consortium, it shall, while responding to the EoI, comply with the following additional requirements: -

22.1. Number of members in a consortium shall not exceed 05 (five).

22.2. The EoI Response should contain requisite information for each member of the AoP/Consortium.

22.3. Members of the AoP/Consortium shall nominate one member as the Lead Member (the "Lead Member").

22.4. The EoI Response should include a description of the roles and responsibilities of individual members, particularly with reference to production arrangements in India and R&D activities for which IPRs will vest with MoD *iaw* Para 7 above.

22.5. An individual EoI respondent cannot at the same time be member of an AoP/Consortium responding to the EoI. Further, a member of a particular responding AoP/Consortium cannot be member of any other Consortium responding to the EoI.

22.6. Members of the AoP/Consortium shall enter into a legally binding Agreement, substantially in the form specified at **Appendix C** for the purpose of responding to the EoI. The Agreement to be submitted along with the EoI Response, shall, *inter alia*: -

22.6.1. Form the basis for the AoP members to enter into a contract and perform all the obligations of the Development Agency in terms of the contract, in case a development contract to undertake the "Make" Project is awarded to the Consortium;

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22.6.2. Clearly outline the proposed roles and responsibilities, if any, of each member;

22.6.3. Include a statement to the effect that members of the AoP/Consortium shall be liable jointly and severally for all obligations of the development agency in relation to the "Make" Project as required under these Guidelines.

Change in Membership of a Consortium

23. Change in the composition of an AoP/Consortium will not be permitted after the submission of EoI responses until the award of a Development Contract for Prototype Development.

24. Where the EoI Respondent is an AoP/Consortium, change in the composition of a Consortium AoP may be permitted by the Authority after the award of a development contract only where: -

24.1. The Lead Member continues to be the Lead Member of the AoP/Consortium and shall not be changed under any circumstances;

24.2. The non-lead substitute member(s) shall continue to meet eligibility criteria for membership of an AoP/ Consortium;

24.3. The new Member(s) expressly adopt(s) the EoI Response and the Development Contract already made on behalf of the AoP/Consortium as if it/they were a party to it originally and is/are not a Member of any other Consortium short-listed for the "Make" Project, while undertake the joint and several or joint liabilities (as applicable) of the member it/they are replacing.

25. Any change in the composition of an AoP/Consortium shall require prior approval of MoD/ DDP.

26. The approval to such changes shall be at the sole discretion of MoD/ DDP and must be approved by them in writing for the approval to take effect.

27. The modified AoP/Consortium/Partners shall submit a revised 'Association of Persons Agreement'.

Miscellaneous Provisions

28. Any violation of any of the guidelines by any company shall render it liable to initiation of proceedings for suspension and/or banning of business dealings as per the Guidelines for Putting on Hold, Suspension, Debarment and any other penal action on the Entities dealing with the Ministry of Defence, as promulgated by Government from time to time, will be applicable on procurement process and bidders.

PART V: ELIGIBILITY CRITERIA

29. Indian entity satisfying all of the following criteria shall be considered as eligible 'Indian Vendor' for issue of EoI by the PFT: -

29.1. An Indian entity, which could include incorporation, ownership models as per Companies Act, Partnership Firm, Proprietorship and other types of ownership models including societies as per relevant laws, complying with, besides other types of ownership models including societies as per relevant laws, complying with, besides other regulations in force, and the guidelines/licensing laws complying with, besides other regulations requirements stipulated by the Department for promotion of industry and internal trade (DPIIT) as applicable.

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29.2. **Ownership by Resident Indian Citizen(s).** Further, a company is considered 'owned' by resident Indian Citizens if more than fifty percent (50%) of the capital in it is directly or beneficially owned by Resident Indian Citizens and/or Indian Companies, which are ultimately owned and controlled by resident Indian Citizens. This implies that the maximum permitted Foreign Direct Investment (FDI) shall be fourty nine (49%). No Pyramiding of FDI in Indian holding companies or in Indian entities subscribing to shares or securities of the Applicant Company or the Strategic partner shall be permitted. Indirect foreign investment shall be accounted for in counting the fourty nine (49%) FDI.

29.3. **Control by resident Indian Citizen(s) (as defined in Companies act 2013).** 'Control' shall include the right to appoint majority of the directors or to control the management or policy decisions including virtue of their shareholding or management rights or shareholders agreements or voting agreements.

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29.4. Start-ups recognised by the Department of Industrial Policy & Promotion (DIPP) and registered on start-up India portal under Industry domain as Aeronautics/Aerospace & Defence and under the categories as Engineering and Manufacturing.

30. This EoI is being published on MoD/ DDP website inviting Company(ies) to participate in the "Make-II" Project. The EoI is also issued to the DA(s) who have indicated willingness to participate in the Development of EOIRSTsince hosting of the requirements on 'www.makeinindiadefence.com" and/ or firms which participated in Feasibility Study.

PART VI: ASSESSMENT PARAMETERS

31. The assessment of the EOI responses would be based on the following Evaluation Criteria, details of which are elaborated in the succeeding paragraphs: -

31.1. Financial and Commercial Criteria.

31.2. Technical Capability Criteria.

32. **Financial and Commercial Assessment Criteria.** The EoI respondents would furnish their response to the Financial and Commercial Criteria as per **Appendix D**. The company shall possess a license or be in the process of acquiring a license as per DIPP's licensing policy under Ministry of Commerce and Industry. The EoI respondents would submit their responses and furnish necessary authenticated and verifiable documents in support of the claims. **In case EoI respondents are a Consortium, they are required to execute the AoP Agreement as per Appendix C. Failure to do so will result in treating the offer as non-**

responsive and will be summarily rejected. Further, in their offer letter, Consortium are required to mention details of Consortium members, their respective share-holding in the AoP and it must be signed by authorised signatories of all members.

33. **Technical Capability Criteria.** The project EOIRST is a system which will require sound knowledge of EO & IR System, Stabilisation, sensor fusion and data interface, image processing, Control Software, environmental hardening. The DA(s) should have a good understanding of Project Management, required for EOIRST. The contribution of the DA in acquiring and developing technologies in critical areas shall be an important criterion in assessment of the proposal. The respondents to this EoI are required to furnish information about their technical capabilities as per **Appendix E**.

PART VII: EVALUATION CRITERIA OF ASSESSMENT PARAMETERS

34. **Evaluation Criteria for All Entities.** The response to this EoI will be evaluated based on the assessment parameters given at **Appendix D and E** to identify Companies/ Consortia with proven Commercial and Technical strengths and capabilities as follows: -

34.1. Financial and Commercial Criteria.

34.2. Technical Capability Criteria.

35. The assessment would be done based on following parameters: -

35.1. **Financial and Commercial Criteria.**

35.1.1. Average annual turnover of the applicant company for the last three financial years ending 31st March of the previous financial year, should not be less than 5% of the estimated cost of the project. In case of JV, the average annual turnover of the lead partner may be considered.

35.1.2. Net worth of the entities ending 31st March of the previous financial year should be "Positive".

35.2. **Technical Capability Criteria.** Since it is a large and Complex project the technical eligibility will be as follows: -

35.2.1. Successful signing of contracts in the domain of shipbuilding, weapon systems, command and control systems of value not less than Rs 300 Cr (Three Hundred Crore). Successfully signed at least one contract in the product or related domain (eg. shipbuilding/ weapon systems / command & control systems, as the case may be) of value not

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less than ₹300 Crores (Rupees Three Hundred Crores), during the last seven (07) financial years.

35.2.2. Domain Expertise in the following field: -

35.2.2.1. EO & IR System.

35.2.2.2. Stabilisation.

35.2.2.3. Sensor fusion and data interface.

35.2.2.4. Image processing.

35.2.2.5. Control Software.

35.2.2.6. Environmental hardening.

35.2.2.7. Integration of various technologies.

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36. MoD, Govt of India reserves the right to disqualify a respondent/ consortium if he/ they fail to comply with specific criteria at any stage of the evaluation process by the PFT. **No amendment/ change in response to EoI will be accepted under any circumstances once the EoI response is submitted**.

Note1. Details regarding proposed expenditure/ establishment of facilities/ lab etc are liable to be included in the contract in case the Company/ Consortium get shortlisted for development of EOIRST.

Note 2. Company/ Consortium giving False/ Misleading information will be barred from participation in the Project EORIST.

PART VIII: DOCUMENTS TO BE SUBMITTED BY EOI RESPONDENTS

37. Following documents are required to be submitted by EOI respondents: -

Ser	Topic a.	Reference b.
1.	Indigenous Content (IC) Proforma	Annexure I of Appendix A
2.	Certification of Indigenous Content	Annexure II of Appendix A
3.	Undertaking to comply with indigenous design	Appendix B
4.	Association of Persons (AoP) Agreement, if applicable	Appendix C

Ser	Topic a.	Reference b.
5.	Financial and Commercial Assessment criteria including all documentation specified	Appendix D
6.	Technical Capability Assessment Criteria	Appendix E
7.	Information Proforma	Appendix F
8.	Certificate	Appendix G
9.	Project Report	Appendix H
10.	Non-Disclosure Agreement	Appendix J

38. The EOI respondents shall submit three (03) copies of response to EOI, clearly marking one copy as 'Original Copy' and the remaining two as 'Copy No 2 & 3'. The respondents are also required to submit a soft copy of the response to EOI in a CD/ DVD in PDF format and in word format. In the event of any discrepancy between the content in copies of documents submitted, the contents in the 'original copy' shall govern/ prevail. **Each page of the response will bear the signatures of the authorized signatory of the Company/ Lead Member in a Consortium.**

39. **Guidelines for Submitting EoI Responses.**

39.1. The responses should be submitted strictly as per the formats given in respective appendices. Should a Vendor/ Consortium need to mention any other information, a separate column may be added as the last column only.

39.2. All response appendices should be submitted in a single file or folder. Supporting documents or additional reference should be submitted in a separate folder with proper reference mentioned against each parameter or sub parameter in respective appendices.

39.3. Any supporting document/ evidence without any reference to specific parameter of criteria will not form part of the assessment.

40. The envelopes shall be addressed as under: -

The Chairman, PFT
Project EOIRST
Directorate of Staff Requirements
Naval Headquarters
Room No 206, 'D' Block
Defence Offices Complex
Africa Avenue
New Delhi 110023

स्टाफ अपेक्षा निदेशालय NHQ/DSR Dte of Staff Requirements

Tele	011-26771553
Fax No	011-26771320
Email	dsr@navy.gov.in

41. The response to this EoI must be submitted by **1500 h** on **08 Jun 26** at the address mentioned above.

42. A Company/ Consortium can submit only one response to this EoI. If a company submits more than one response, then all responses of the Company will be rejected and the Company/ Consortium, to which the Company belongs, would not be assessed further.

43. MoD, Govt of India at its discretion can extend this deadline for the submission of responses to EoI and the same shall be notified in writing.

PART IX: QUERIES AND CLARIFICATIONS

44. Following aspects will govern the procedure for queries and clarifications: -

44.1 **Companies/ Consortium may submit written queries/ clarification/ amplifications on specific issues by 04 May 26**. Consolidation and examination of the queries received will be carried out by the PFT and clarification will be given to all the industries during the pre-response meeting.

44.2 **Pre-Response Meeting.** A pre-response meeting is scheduled on **18 May 26** at **1500 h** at location as indicated in Para 40 to clarify the issue/ queries raised to facilitate submission of response.

44.3 If deemed necessary, a written reply may be given to all respondents after the meeting.

PART X: MISCELLANEOUS

45. This EoI is being invited with no financial commitment on part of the Govt. of India/ MoD. Govt of India reserves the right to withdraw or change or vary any part thereof at any stage. MoD, Govt of India also reserves the right to disqualify any company should it be so necessary at any stage on grounds of national security.

46. Respondent/ consortium would be disqualified if they make false, incorrect, or misleading claims in their response to this EoI. A certificate as per the format at **Appendix G** would be furnished as part of the response, including respective consortium partners, where applicable.

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Note. The above guidelines are to be read in conjunction with the guidelines under Chapter II and Chapter III of DAP 20.

(Manjit M Thomas)
Commodore
Cmde (SR)

Enclosure:- Appendix 'A' to 'K'

Distribution:- Shortlisted vendors and hosted on DDP website (without PSQRs)

Note: Vendors downloading EoI from DDP website requested to contact NHQ/ DSR as per Para 40 for copy of PSQRs.

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APPENDIX A
(REFERS TO PARA 6 AND 37)

INDIGENOUS CONTENT ASPECTS

Definitions

1. 'Indigenous Content' (IC) for acquisition case shall be arrived at based on the Base Contract Price(i.e. the Total Contract Price less taxes and duties) of that equipment/item by excluding the following elements of manufacturing/production/ assembly: -

1.1. Direct costs (including Custom Duties, Freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.

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1.2. Direct and Indirect costs of all services obtained from non-Indian entities/citizens.

1.3. All license fees, royalties, technical fees and other fees/payments of this nature paid out of India, by whatever term/phrase referred to in contracts/agreements made by vendors/sub-vendors.

2. The format for computation of IC, 'Indigenous Content (IC) Proforma' by the Prime Vendor is placed as **Annexure 1 to this Appendix**. The Prime Vendor i.e. the vendor with whom the contract is signed, is required to maintain this Proforma for the purpose of any Verification by the MoD.

3. Further, "On Cost" basis for 'Buy (Indian IDDM)' cases, shall imply the IC is required as specified at Para 6 the EOI. Minimum 50 % of overall IC as stipulated for Buy (Indian-IDDM) category to be in the form of material/ components/ software that are manufactured in India.

Reporting Requirements

4. IC as defined in Para 1 and 2 above shall be mandatorily reported by all stages (tiers) of manufacturing/ production/ assembly to their higher stages (tiers). All stages (tiers) are required to aggregate indigenous content based on certifications and inputs from lower tiers, as well as on the basis of their own procurement actions and manufacturing activities undertaken. The final aggregation of IC shall be undertaken by the prime (main) contractor with whom an acquisition contract is signed by the Ministry/SHQ. Reporting IC are framed such that maximum coverage is achieved with practical & reasonable efforts for ensuring compliance. IC should be mandatorily reported (**as per Annexure 1 and 2 to this Appendix**) by the Prime Vendor and by all tier vendors

5. All Contracts, sub-contracts, agreements and MoUs made by the Prime Vendor with their business partners/vendors, in so far as they relate to the main contract of the Prime Vendor, shall mandatorily incorporate the definition and reporting requirements for IC in terms of Para 3. Similarly, these business partners/vendors shall sequentially incorporate these definitions and reporting requirements with their next levels of business partners/ vendors and so on, covering lower tiers in the manufacturing/ production/ assembly chain, in respect of those tier vendors who meet the conditions mentioned above.

Verification

6. The Ministry of Defence can exercise its right to conduct verification with reasonable notice of relevant certifications and costs pertaining to imports for the Contract at all or any stages (tiers) of manufacturing/production/assembly, starting from the Prime Vendor downwards. The Verification could be conducted by the MoD itself and/or by an agency/institution/officer(s) nominated by the MoD, as may be decided by the MoD during the tenure of the Contract and completed within one year of the last delivery under the contract. However, financial records will only need to be maintained for duration as stipulated by the existing Income Tax regulations at the time of signing of contract. Verification of IC will mandatorily be carried out in case where incentivisation/reward for higher IC is to be granted and in all Make cases above ₹500 crores.

Certification

7. All relevant deliveries made under contract shall be accompanied by a certificate of IC issued by the Chief Financial Officer (CFO). All final deliveries under contract shall be accompanied, in addition to the certificate issued by the CFO of the prime (main) contractor as aforesaid, by its Company Auditor's certificate. An Indigenisation Plan for Buy (Indian-IDDM), Buy (Indian), Buy & Make (Indian) and Buy & Make cases will be required to be submitted by the vendor to meet the requirement of IC as specified in Para 6 to 9 of Chapter I of DAP20. Further, the equipment offered for trial shall be accompanied with a certificate of IC issued by the CFO of the prime (main) bidder. The format for certification of IC by the CFO/Company Auditor shall be as per **Annexure II to this Appendix**.

8. Final payments shall be released only after the submission of a certificate of IC furnished by the CFO of the prime (main) contractor and a certificate from its Company Auditor, in addition to any other requirements specified elsewhere in the DAP 20 or in the contract.

9. Deliveries at each stage of contract must conform to IC requirements and categorization relevant to that particular stage. The Performance-cum-Warranty Bank Guarantee shall not be released before completing an audit of the IC in all relevant

deliveries by the Ministry or its nominated agency/institution/officer(s), if such an audit is ordered.

Withholding of Payments and Imposition of Penalties

10. In case a particular delivery is deficient in achieving mandatory IC for that stage, an amount of 5% of the cost of that stage delivery shall be withheld from payment for that stage. However, if the vendor achieves the mandatory IC on a cumulative basis by the next stage of delivery, the amount so withheld shall be released to the vendor without interest. All such payments withheld above shall be forfeited upon failure to achieve required IC by the stage of last delivery of the relevant product. In addition, the Performance-cum-Warranty Bank Guarantee shall also be forfeited upon failure to discharge IC obligations as per contract.

11. In case mandatory IC is not achieved by a vendor and/or if a false certificate is furnished by a vendor/sub-vendor, the Ministry can initiate proceedings for banning or suspension of business dealings with the erring Indian vendor/sub-vendor and its allied firms for all future contracts for a period upto 5 years. This right can be exercised by the Ministry at any point of time; and initiation of banning or suspension proceedings, if ordered, shall be in addition to any other action that may be taken/ordered by the Ministry against the erring vendor/sub-vendor under any law(s) in force.

Miscellaneous

12. In the event of non-incorporation of the definitions and/or audit requirements laid down under Para 1 to 6 in contracts or agreements vendors with next tier at any stage (tier) of manufacturing/production/assembly, it shall be presumed that items/services provided by that stage/tier to the next (tier) have no IC for the purposes of the DAP 20. Similarly, in the event of non-certification of IC at any stage (tier) as required herein, it shall be presumed that items/services provided by that stage/tier to the next stage (tier) have no IC for the purposes of the DAP 20. In such cases, the Ministry of Defence can take any of the steps under Para 7 to 11 above against erring vendors/sub-vendors.

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ANNEXURE I TO APPENDIX A
(Para 2 & 4)

INDIGENOUS CONTENT (IC) PROFORMA

Name of the Project / Contract Details						
Ser No.	**Description**	**(In USD)**	**(In EURO)**	**(In GBP)**	**(.....)**	**Total (`)**
1.	**Foreign Content (FC) excluding Custom Duties**					
	- Basic Equipment and Material (by Prime Vendor and Tiers Vendors, as applicable)					
	- Manufacturer's Recommended List of Spares (MRLS) (by Prime Vendor and Tiers Vendors, as applicable)					
	- Special Maintenance Tools (SMT) (by Prime Vendor and Tiers Vendors, as applicable)					
	- Special Test Equipment (STE)(by Prime Vendor and Tiers Vendors, as applicable)					
	- Freight / Transportation & Insurance (if paid by supplier)					
	By 'Others' (@ 90% FC)					
	Sub Total (A)					
2.	**Import of Services**					
	- Royalt y Fee					
	- Licence Fee if an y					
	- Technical know-how fee					
	- Consultation fees					
	- Other fees/payment					
	Sub Total (B)					
	FC = (A+B)					

Computation of Indigenous Content			
3.	Base Exchange Rate (D)		
4.	FC in INR E=(FC x D)		
5.	Base Contract Price (Less cost of AMC / CMC / After Sales Services) (F)		
6.	Indigenous Content G = (F – E)		
	Indigenous Content (%) G x100 / F		

Note:

(a) Base Exchange Rate will be Selling Rate of Parliament Street Branch of State Bank of India, New Delhi as on the last date of submission of bid.

(b) Consolidated IC Proforma/ Certificate of Prime Vendor and applicable Tiers vendors will be maintained by Prime Vendor and made available on demand for verification by MoD.

(c) IC Proforma / Certificate are to be submitted along with or before the final invoice of the contract. At all prior stages the Prime Vendor shall submit an undertaking of compliance.

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ANNEXURE II TO APPENDIX A
(PARA 4 & 7)

FORMAT FOR CERTIFICATION OF INDIGENOUS CONTENT

VENDOR'S CERTIFICATE

This is to certify that we, _____ (Name of Prime/Main Vendor) have achieved/ are offering the following IC in the accompanying delivery under contract/equipment being offered for delivery, as defined under the Defence Acquisition Procedure and as required under the RFP/Contract (tick whichever is applicable) No. _____ dated _____.

(a) Overall IC : _____%

(b) IC on account of material / components / software : _____% (_____% of Overall IC)

Signed by:-

'Responsible Designated Official'
_____ (Name of Vendor)

Seal of Vendor
Date:

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APPENDIX B
(REFERS TO PARA 37)

UNDERTAKING TO COMPLY WITH INDIGENOUS DESIGN

We, _____ ("Name of Vendor"), do hereby certify, undertake and confirm that:

1. The Design of _____ ("Named Product"), as claimed by us in response to the RFP No _____ dated _____is owned partly or wholly by us/by an Indian entity.

2. Further, we confirm that the Design of the Named Product, as claimed by us, has not been licensed from a foreign third party except for standard software licences such as, but not limited to OS / Database / _____(Strikeout / Specify as applicable).

3. The ownership of the Design, as claimed by us, enables us to manufacture, realise, sell, provide Through Life Support, modify and upgrade the Named Product without any encumbrances, except as specified below: (If any form of encumbrances exist on the product or any of its subsystems these should be elaborated here)

_____

_____

_____

4. We further claim that we own the following Intellectual Property (IP) Rights in relation to the design of the Named Product: (Specify any Patents, Registration of Designs, if any, held by the Vendor)

_____

_____

5. We also undertake to permit MoD/MoD appointed Specialists Committee, to inspect/ carry out technical verification at our premises of the applicable documents, such as Design Reports, Drawings, Specifications, Software Documents & Codes , Gerber files, etc, as may be reasonably necessary and required to prove the above claim of ownership of the Design of the Named Product. (Examination on site at company's premises only. Documents, in any form, are not be sought nor required to be submitted for examination outside the Company's premises)

6. Failure on our part to prove the ownership of the Design of the Named Product by us/by an Indian entity or submission of any false undertaking or claim as indicated in the response at any post contract stage of the intended procurement may make us liable to forfeiture of the PWBG to the extent of any direct losses or damages suffered by the MoD as a consequence of such false undertaking or failure to prove the ownership of the Design.

APPENDIX C
(REFERS TO PARA 21.6, 31 & 37)

ILLUSTRATIVE: 'ASSOCIATION OF PERSONS AGREEMENT'

THIS ASSOCIATION OF PERSONS (AOP) AGREEMENT is entered into on this the day of 20.....

AMONGST

1.{ ..... Limited, a company incorporated under the Companies Act} and having its registered office at ..... (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {..... Limited, a company incorporated under the Companies Act} and having its registered office at (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {..... Limited, a company incorporated under the Companies Act and having its registered office at (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}

AND

4. {.....Limited, a company incorporated under the Companies Act and having its registered office at (hereinafter referred to as the "Fourth Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)}.The above mentioned parties of the FIRST, SECOND, {THIRD and FOURTH} PART are collectively referred to as the "Parties" and each is individually referred to as a "Party".

WHEREAS,

4.1. The Ministry of Defence, Government of India (hereinafter referred to as the "Buyer" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited responses (the "responses")to its Expression of Interest No..... dated..... (the "EoI") for short-listing of bidders for development of- ..... Project (the "Project").

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4.2. The Parties are interested in jointly bidding for the Project as an Association of Persons ("AoP") in accordance with the terms and conditions of the EoI document and other documents in respect of the Project and

4.3. It is a necessary condition under the EoI document that the members of the AoP shall enter into an Association of Persons Agreement and furnish a copy thereof with the Response.

NOW IT IS HEREBY AGREED as follows: -

1. **Definitions and Interpretations.** In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the EoI.

2. **Association of Persons/Consortium.**

2.1. The Parties do hereby irrevocably constitute an Association of Persons/consortium (the "Consortium") for the purposes of jointly participating in the bidding process for the Make Project and executing and implementing the complete "Make" project upto the completion of the Production Phase or any subsequent Lifecycle Support or technology Refresh/Upgrade Contract that MoD places on the Lead Member of AoP before completion of the Warranty Period, whichever is later.

2.2. The Parties hereby undertake to participate in the "Make" Project only through this AoP Agreement and not individually and/or through any other AoP/consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. **Covenants.** The Parties hereby undertake that in the event the AoP is declared the selected Development Agency and awarded the project, the parties shall enter into a Contract with the Buyer for performing all its obligations as the Development Agency in terms of the contract for the Project.

4. **Role of the Parties.** The Parties hereby undertake to perform the roles and responsibilities as described below: -

4.1. Party of the First Part shall be the Lead member of the Consortium for and on behalf of the Consortium during the bidding process and until the Appointed Date under the Contract.

4.2. Party of the Second Part shall be responsible for .....

4.3. Party of the Third Part shall be responsible for .....

4.4. Party of the Fourth Part shall be responsible for .....

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5. **Joint and Several Liabilities.** The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the EoI and subsequently in accordance with the development contract, if and when awarded.

6. **Lead Member.** Without prejudice to the joint and several liabilities of the parties, each party agrees that it shall communicate with the MoD in matters of the EoI and the Development and Production Contract, as applicable through the Lead Member and the Buyer shall be entitled to communicate with such Lead Member as the representative of all the members. Each party agrees and acknowledges that: -

6.1. The Lead Member shall take prior written consent by all participating AOP members before sending any communication regarding a decision (including without limitation, any waiver or consent), action or omission, before communicating the same to MoD. The AoP Members shall send their responses to the Lead Member and ensure that stipulated timelines of MoD are met with by the Lead Member;
and;

6.2. Any decision (including without limitation, any waiver or consent), action, omission communicated by the Lead Member on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. The Buyer shall been titled to rely upon any such action, decision or communication from the Lead Member;
and;

6.3. Any notice, communication, information or documents to be provided to the Development Agency shall be delivered to the authorised representative of the Development Agency (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be delivered to all the Parties by the Lead Member.

8. **AoP Bank Account/ Payments.** The Parties will open a separate single bank account ("**AoP Account**") for payments to be received from the Buyer in the name of the AoP which account shall be operated jointly by all the AoP members. Each of the Parties shall raise separate invoices on Buyer, which will be presented to the Buyer by the Lead Member under a Covering Letter. The Buyer shall make the payment(s)into the designated AoP account and the Buyer shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties. Disbursal of the amount lying in the AoP account to each of the Parties shall be made directly to such Party, from the AoP Account. Each Party shall be responsible for ensuring the Invoice and the accompanying documentation is complete and accurate.

8. **Representation of the Parties.** Each Party represents to the other Parties as of the date of this Agreement that: -

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8.1. Such Party is duly organized, validly existing and in good standing under the laws of its incorporation in India and has all requisite power and authority to enter in to this Agreement;

8.2. The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement and will not, to the best of its knowledge: -

8.2.1. Require any consent or approval not already obtained;

8.2.2. Violate any Applicable Law presently in effect and having applicability to it;

8.2.3. Violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

8.2.4. Violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

8.2.5. Create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as in all matters before the Buyer, signing and execution of all contracts and undertakings consequent to acceptance of the Consortium's proposal and generally dealing with the Buyer in all matters in connection with or relating or arising out of the Project.

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9. **Termination.** This Agreement shall be effective from the date hereof and shall continue in full force and effect until completion of the Make project and in accordance with the contract, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for the award of the Project, the Agreement will stand terminated or upon return of the Bid Security, if any, by the Buyer to the Bidder, as the case may be. Upon completion of the Development Contract, this Agreement may be terminated by the Parties upon written mutual consent, if the AOP fails to win Contract from MoD, during the implementation of the 'Buy (Indian-IDDM)' Project.

10. **Miscellaneous.**

10.1. This Agreement shall be governed by the laws of India.

10.2. In the event of a dispute, the Parties shall attempt to amicably resolve the same, failing which the dispute shall be referred to arbitration which shall be resolved in accordance with the Arbitration & Conciliation Act, 1996. The venue for dispute resolution shall be New Delhi, India. The arbitration proceedings shall be conducted in English language. The arbitration award shall be final and binding upon the Parties.

10.3. The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Buyer.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED for and on behalf of Lead Member by:

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of SECOND PART

(Signature)
(Name)
(Designation)
(Address)

SIGNED, SEALED AND DELIVERED For and on behalf of THIRD PART

(Signature)
(Name)
(Designation)
(Address)

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SIGNED, SEALED AND DELIVERED For and on behalf of FOURTH PART

(Signature)
(Name)
(Designation)
(Address)

In the presence of: 1.
2.

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APPENDIX D
(REFERS TO PARA 32, 34, 37)
FINANCIAL AND COMMERCIAL ASSESSMENT CRITERIA

Name of the vendor:

Following documents are to be mandatorily required to be attached whilst submission of this appendix (duly certified): -

1. ***Latest certificate of Incorporation by registrar of companies.***
2. ***Latest memorandum of association and articles of association of company.***
3. ***Auditor certified data of company for: -***

    - ***3.1. Share holding pattern including details of FDI.***
    - ***3.2. Net worth.***
    - ***3.3. Annual consolidated turnover.***

4. ***Credit Rating Certificate.***

Ser No.	Criteria and Sub- Criteria	Vendor Submissions				Remarks, if any
		Lead Bidder	Partner 1	Partner 2	Partner 3	
1	Average annual turnover of the applicant company for the last three financial years ending 31st March of the previous financial year, should not be less than 5% of the estimated cost of the project. In case of JV, the average annual turnover of the lead partner may be considered.					Submit documents in support of these claims.

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Ser No.	Criteria and Sub- Criteria	Vendor Submissions				Remarks, if any
		Lead Bidder	Partner 1	Partner 2	Partner 3	
2	Net worth of the entities ending 31st March of the previous financial year should be "Positive".					Submit documents in support of these claims

Station: **Signature** **Company Seal**

Date:

Note 1: - All aforesaid data relating to eligibility of companies for issue of EoI be demonstrated at the close of financial year preceding issue of EoI.

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APPENDIX E
(REFERS TO PARA 33, 34, 37)
TECHNICAL CAPABILITY ASSESSMENT CRITERIA

Name of the vendor:

Ser No.	Criteria and Sub- Criteria	Vendor Submissions				Remarks, if any
		Lead Bidder	Partner 1	Partner 2	Partner 3	
1	Successfully signed at least one contract in the product or related domain (eg. shipbuilding/ weapon systems / command & control systems, as the case may be) of value not less than ₹300 Crores (Rupees Three Hundred Crores), during the last seven (07) financial years.					Submit documents in support of these claims, if any
2	Domain Expertise in the following field: - 1. EO & IR System. 2. Stabilisation. 3. Sensor fusion and data interface. 4. Image processing. 5. Control Software. 6. Environmental hardening. 7. Integration of various technologies.					Submit documents in support of these claims, if any

Station: **Signature** **Company Seal**

Date:

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APPENDIX F
(REFER TO PARA 37)

INFORMATION PROFORMA
(To Be Filled by All Partners/Collaborators)

1. Name of the Company.

2. Name of CEO with Designation.

3. Address of the Registered Office.

4. CIN.

5. Address of the Factory/Factories.

6. Company Website(s).

7. Date of Incorporation.

8. Brief History of the Company.

9. Category of Industry (Large Scale/Medium Scale/Small Scale).

10. Nature of Company (Public Limited/Private Limited).

11. Share holding pattern.

12. Nature of Business (Please give broad product range against each).

    12.1. Manufacturer.

    12.2. Trader.

    12.3. Sole Selling or Authorised Agent.

    12.4. Dealer.

    12.5. Assembler.

    12.6. Processor.

    12.7. Re packer.

    12.8. Service Provider.

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13. Details of Current Products.

    13.1. Type/Description.

    13.2. Licensed/Installed Capacity.

    13.3. Annual Production for Preceding 3 Years.

14. Details of Bought Out Items.

    14.1. Main Equipment.

    14.2 Component/Assembly/Sub Assembly/Processes.

    14.3 Name and Address of the Sub-Contractor.

15. Sources of Raw Materials.

    15.1. Imported/Indigenous.

    15.2. Brief Description.

    15.3. Estimated CIF Value.

    15.4. Percentage FE Content in Final Product.

16. Details of Foreign Collaborations.

    16.1. Product.

    16.2. Name and Address of Collaborator.

    16.3. Year of Collaboration.

    16.4. Current Status of the Collaboration (whether expired or current).

17. Technology Received from Abroad and Assimilated.

18. Technology Transfer MoUs Signed/Under Negotiation.

19. Products Already Supplied.

    19.1. To Indian Army/Air Force/Navy.

    19.2. PSUs.

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19.3. DRDO and its Laboratories.

19.4. Ordnance Factories.

19.5. Any other Defence Organisation.

19.6. To other Principal Customers.

20. Details of Registration Certification held (along with product details).

20.1. DGQA.

20.2. DGAQA/DGNAI.

20.3. CEMILAC.

20.4. DGS&D.

20.5. Other Defence Departments.

20.6. Other Government Department.

21. Details of ISO Certification (Attach certificate, if any).

22. Details of Pollution Control Certificate (Attach certificate, if any).

23. Latest Certificate of Incorporation by the Registrar of Companies (RoC), if any.

24. Details of Credit Rating Certificate (Attach certificate, if any).

25. Details of Patent/IPR certificates (Attach certificate, if any).

26. Details of Permanent Man Power (with the details of qualifications).

26.1. Technical.

26.2. Administrative.

27. Total Area of Factory.

27.1. Covered (sq. mtrs).

27.2. Uncovered (sq. mtrs).

27.3. Bonded Space Available (sq. mtrs).

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28. Electric Power.

28.1. Sanctioned.

28.2. Installed.

28.3. Standby.

29. Details of Important Facilities available with EoI respondent.

29.1. Production (including Heat Treatment, Dies, jigs and Fixtures).

29.2. CAD, CAM, ROBOTS and Other Advanced Technology Tools.

29.3. Environmental Test Facilities.

29.4. Tool Room, Metrology and Test Equipment and Facilities.

29.5. Type of Instrument.

29.6. Make and Model.

29.7. Date of Purchase.

29.8. Frequency of Calibration.

30. Details of Developmental Facilities.

30.1. R&D Facilities Available.

30.2. Number of Technical Manpower.

30.3. Inspection and Quality Control of Raw Material, Components and Finished Products.

30.4. Assistance required from Central Agency/Agencies for Testing/Calibration.

30.5. Laboratory and Drawing Office Facility.

30.6. Percentage of Total Turn-Over Spent on R&D during the Last Three Years.

31. Area of Interest for Future Expansion/Diversification.

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32. Future Plan (if any) in respect of Expansion Program, Installation of Additional Machines/Test Facilities.

33. Integration capabilities for system-of-systems projects.

34. Turn-Over during the last three Financial Years. (Attach relevant documents, if any).

35. Present Net Worth of the Company (Attach relevant documents, if any).

36. Any other Relevant Information.

37. Contact Details of the Executive Nominated to co-ordinate with the Assessment Team (please provide telephone, mobile and e-mail address).

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APPENDIX G
(REFERS TO PARA 37 & 46)

CERTIFICATE

It is certified that information submitted in the documents as part of the response to Expression of Interest for Project EOIRST is correct and complete in all respects. It is acknowledged that the company and / or all consortium members will be disqualified from further participation if any information provided is found to be incorrect.

Signature with Company Seal

Company No1	**Company No 2**	**Company No3**	**Company No4**

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Appendix H
(REFERS TO PARA 37)

FORMAT FOR PROJECT REPORT

1. Overview of the project.

2. Compliance to PSQR.

3. Compliance to Environmental standards and QA aspects as elucidated in the PSQRs. (Respondents may indicate if equipment/assemblies/assembly is being supplied with any other QA standard/equivalent commercial standards).

4. List of equipment/subcomponents and assemblies proposed to be fitted on EOIRSTwith details of following: -

   4.1. Indigenous / imported.

   4.2. Mil standard or commercial standards.

   4.3. Short brief on technical capabilities of equipment.

5. Standards under which the EOIRST will be manufactured/tested.

6. Acceptance of 48 weeks as prototype development timeline.

7. Source of Raw Material for the project: -

   7.1. Imported/ Indigenous.

   7.2. Brief Description.

   7.3. Estimated CIF value.

   7.4. Percentage FE content likely in prototype and final product.

8. Details of important facilities that will be employed in the project, including but not limited to (specifically to be used for this project): -

   8.1. Production (including Heat Treatment, jigs and fixtures).

   8.2. CAD, CAM, robotics and other advanced technology tools.

   8.3. Environmental Test Facilities.

   8.4. Tool Room, Metrology and Test Equipment and Facilities.

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8.5. Types of Instruments, Make and Model, Date of Purchase,

9. Indigenisation Criteria with specific reference to EOIRSTproject.

9.1. Indigenous design capability.

9.2. Indigenous manufacturing capability.

9.3. Indigenous content in percentage of total cost.

9.4. %age of proprietary items.

9.5. Components to be manufactured indigenously.

9.6. Components designed indigenously but likely to be manufactured abroad.

9.7. Components likely to be procured from abroad along with country of origin.

9.8. Methodology to build up on technologies and experience from current project for new deliverables/upgrades.

10. Estimated timelines for various phases of prototype development, total timeframe for implementation of the project and critical phases most susceptible to slippages. Some Critical Activities and Milestones envisaged are as follows (***respondent may use them as reference to reply to this question and add amend or add as required***)-

10.1. Build specifications/design specifications.

10.2. Layout/ General Arrangement Drawing (with detailed Bill of Material and source).

10.3. QAP procedure for equipment.

10.4. Placing of orders for all components and raw materials.

10.5. Procurement of all critical raw materials.

10.6. Assembly of critical sub-assemblies.

10.7. Assembly of the complete prototype.

10.8. Finalisation and Promulgation of Trial Directive.

10.9. Internal Testing and Trials.

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10.10. Environmental Testing and trials.

10.11. Submission of certification/studies as required

10.12. Prototype trials.

11. Location where the prototype will be manufactured.

12. Roles Responsibilities and expertise details of consortium members, if any.

13. Role of foreign/indigenous technology provider, if any, including the agreement intended to be entered into on being shortlisted.

14. Method of execution of ToT and key technologies envisaged to be absorbed through ToT with timeline (if applicable).

15. Upfront disclosure of details of foreign collaboration, if any including major assemblies and sub-assemblies to be defined to include Armament, Power Pack, Transmission System, Sighting system etc. as Priority I and II.

16. Requirement and employment specialised testing assistance where facilities are available only with DRDO/DGQA/DGAQA/DGNAI/SHQ.

17. Requirement Utilisation of existing government infrastructure for leasing, maintenance and manufacture of components, assemblies and sub-assemblies.

18. Recommended Evaluation process and acceptance criteria for prototype for PSQRs (to be divided into simulation, documentation, certification, inspection and demonstration).

19. Likely envisaged delivery timelines for production version post placement of contract.

20. Recommended methodology for full life cycle support for production version.

21. Recommended training and exploitation methodology for product.

22. Recommended methodology for midlife upgrades or life extensions, as applicable.

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APPENDIX J

(REFERS TO PARAS 17 AND 37)

NON DISCLOSURE AGREEMENT

This Non Disclosure Agreement is entered into by and between SHQ/MoD (Disclosing Party) and _____located at _____ (Receiving Party) for the purpose of preventing the unauthorized disclosure of confidential information as defined below. The parties agree to enter into a confidential relationship with respect to the disclosure of the EoI for D&D and procurement of _____ (name of the Project).

1. For purpose of this Agreement, "Confidential Information" shall include all information or material in which Disclosing party is engaged. If confidential information is in written form, the Disclosing party shall label or stamp the materials with the word "Confidential" or some similar warning. If confidential information is transmitted orally, the Disclosing Party shall promptly provide a written communication indicating that such oral communication constituted confidential information.

2. Receiving party shall hold and maintain the confidential information in strictest confidence for the sole and exclusive benefit of the Disclosing party. Receiving party shall carefully restrict exercise to confidential information to employees, contractors and third parties as is reasonably required and shall require those persons to sign Non-Disclosure restriction atleast as protective as those in this Agreement. Receiving party shall not, without prior written approval of Disclosing party, use, publish, copy, or otherwise disclose to others, or permit the use by others or to the detriment of Disclosing party, any confidential information. Receiving party shall return to the Disclosing party any and all record, notes and other written, printed or tangible materials in its possession pertaining to confidential information immediately if Disclosing party requests it in writing.

3. Nothing contained in this Agreement shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.

4. If any provision of this Agreement is held to be invalid or unenforceable by court of law, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.

5. This agreement expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This Agreement shall not be amended except with the written consent of both the parties.

6. That in case of violation of any clause of this Agreement, the Disclosing party is at liberty to terminate the services of receiving party without assigning any reason and shall also be liable to proceeded against in a Court of Law.

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7. This Agreement and each party's obligations shall be binding on the representatives, assigns and successors of such parties. Each party has signed this Agreement through its authorised representatives.

Disclosing Party

_____(Signature)
_____ (Typed or Printed name)
Date _____

Receiving Party

_____ (Signature)
_____ (Typed or Printed name)
Date _____

स्टाफ अपेक्षा निदेशालय
NHQ/DSR
Dte of Staff Requirements