

NAVAL HEADQUARTERS OF MINISTRY OF DEFENCE (NAVY)
DIRECTORATE OF ELECTRICAL ENGINEERING

INVITATION FOR EXPRESSION OF INTEREST (EOI)

DEVELOPMENT OF INDIGENOUS SHIP BASED
SATCOM TERMINALS (10 X 'C' BAND TERMINALS &
20 X 'KU' BAND TERMINALS)

File No. EE/05/1960

2 / Aug 26

Reference : Defence Acquisition Procedure 2020 (DAP 2020)

Introduction

1. Indian Navy has been utilizing indigenous 'GSAT-7 R' satellite to meet satellite communication requirements for Naval platforms. Case for indigenous development of ship-based Rukmani Terminals (C & Ku band) has been taken up under Make II Category. The development of this equipment would facilitate availability of indigenous alternatives to presently imported hardware (Ku & C Band) using advanced technology for obviating the requirement of mechanical parts and ensuring uninterrupted Satellite Communication at Sea. This Eoi has been approved as 'Make-II' category project. Subsequent procurement will be under the 'Buy (Indian-IDDMM)' category. **The project is reserved for MSMEs as stipulated in Para 12 of Chapter III of DAP 2020. If at least two MSME do not respond, then the proposal of other firms will be considered for evaluation.**

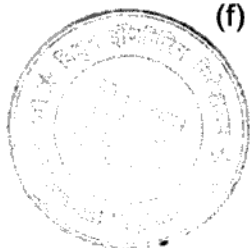
Objective

2. The objective of this Eoi is to seek responses from eligible Indian vendors for the development of prototype and further procurement of the Ku & C Band Terminals within the promulgated timelines in accordance with the provisions of revised Make-II procedure of DAP-2020.

Layout

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

- | | | | |
|-----|----------|---|--|
| (a) | Part I | : | General Information |
| (b) | Part II | : | Technical Requirements |
| (c) | Part III | : | Critical Technology Areas |
| (d) | Part IV | : | Guidelines for formation of Association of Persons (AoP) i.e. consortium |
| (e) | Part V | : | Eligibility Criteria |
| (f) | Part VI | : | Assessment Parameters |



- (g) Part VII : Evaluation Criteria of Assessment Parameters
- (h) Part VIII : Documents to be submitted by EOI Respondents
- (i) Part VIX : Queries and Clarifications
- (j) Part X : Miscellaneous

Appendices:

- Appendix 'A'** : Indigenous Content Aspects.
- Appendix 'B'** : IPR of Government.
- Appendix 'C'** : Financial and Commercial Assessment Criteria
- Appendix 'D'** : Preliminary Staff Qualitative Requirements (PSQR)
- Appendix 'E'** : Commercial Assessment Criteria for Start-ups
- Appendix 'F'** : Technical Capability Assessment Criteria
- Appendix 'G'** : Information Performa
- Appendix 'H'** : Certificate
- Appendix 'J'** : Physical Dimensions
- Appendix 'K'** : Trial Methodology



PART I: GENERAL INFORMATION

4. The Project, Indigenous development of Satcom terminals has been approved under Make-II category for the prototype development of 01 C Band & 01 Ku Band as LSST and 01 Ku Band as SSST and a subsequent production of approx. 10 C Band & 20 Ku Band (10 LSST & 10 SSST). 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 this purpose. PFT will act as interface between Indian Navy and industry during design and development stage of the Project. **No reimbursement of development cost is permissible under Make-II Scheme.**

5. The quantities are appended as under: -

(a) Quantity for prototype development phase is 01 C band & 01 Ku Band as LSST and 01 Ku Band as SSST

(b) Quantity in Procurement Phase under Buy (Indian – IDDM) is as under:

S.No	Nomenclature	Quantity	Remarks
1.	LSST Terminals (01 C band & 01 Ku Band)	Approximately 10	Approx. 10 'C' Band & Approx. 10 'Ku' Band
2.	SSST (01 Ku Band terminals)	Approximately 10	Approx. 10 'Ku' Band
3.	Accessories	-	Total: Approx. 10 LSST & Approx. 10 SSST
Total			Approx. 10 'C' Band & Approx. 20 'Ku' Band terminals

6. **Eligibility to Respond to an EoI.** The eligibility criteria will be *iaw* Para 20 of Chapter 1 of DAP 2020, which is as follows: -

(a) Individual EoI Recipient; or

(b) **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.

(c) **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 Buy(Indian-IDD), Make I, Make II, Development cum Production Partner (DcPP) in D & D acquisitions through DRDO/DPSUs/OFB and SP Model categories:-

(i) **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.

(ii) **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.

7. **Indigenous Content**. Vendors offering indigenously designed, developed and manufactured product having minimum of 50% Indigenous Content (IC) on cost basis of the base contract price are eligible. 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 Manufacturers' Recommended List of Spares (MRLS); and (c) Cost of Special Maintenance Tools (SMT) and Special Test Equipment (STE), taken together at all stages, including FET stage. For IC on cost basis, vendor should ensure compliance as detailed in **Appendix 'A'** and furnish a certificate as per **Annexure I to Appendix 'B'**. For Indigenous Design, the vendor is required to furnish 'Undertaking to Comply with Indigenous Design', placed at **Annexure 2 to Appendix 'A'** during EoI response submission.

8. **Embedded Software**. IC on account of Software- min 50% of overall IC.

9. **Intellectual Property Rights (IPRs)**. Intellectual Property Rights of Government in "Make" projects are placed at **Appendix 'B'**. 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: -

(a) Where health and safety requirements so require the Government to act in public interest;



- (b) For National Security Reasons;
- (c) To meet requirements for public use not reasonably satisfied by the contractor;
- (d) For failure of the contractor to substantially manufacture the products embodying the subject invention in India; or
- (e) For failure of the contractor to comply with any of the requirements laid down under these guidelines.

10. **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 including design critical technologies shall be one of the key criteria in assessment of various proposals.*

11. No component or any sub system of Ship based **SATCOM** shall be subjected to any type of inspection or audit by any Foreign Govt or Agency without prior approval of MoD, Govt of India.

12. A trusted supply chain that will include the engineering support requirements would be established for Ship based SATCOM terminals. All documents related to the Ship based SATCOM terminals project are liable to be audited by Indian Govt or its nominated agency.

13. Detailed information about blacklisting of the company 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.

14. **Time frames and critical activities.** The important time frames and critical activities for the Project Ship Based **SATCOM** Terminals are as follows:-

<u>Ser</u>	<u>Activity</u>	<u>Time in weeks from submission of Eol (T₀)</u>	<u>Remarks</u>
(a)	Eol Response Submission	T ₀	
(b)	Eol Response Evaluation	T ₁ = T ₀ + 06	
(c)	Issue of Project Sanction Order	T ₂ = T ₁ + 02	
(d)	Prototype Development	T ₃ = T ₂ + 104	30 months
(f)	Single Stage Composite User Trials & Acceptance of Trials Report	T ₄ = T ₃ + 26	
(e)	Conversion of PSQRs to SQRs	T ₅ = T ₄ + 02	
(g)	Issue of Commercial RFP	T ₆ = T ₅ + 04	
(h)	Solicitation of Commercial Offer	T ₇ = T ₆ + 04	



<u>Ser</u>	<u>Activity</u>	<u>Time in weeks from submission of Eol (T₀)</u>	<u>Remarks</u>
(k)	Finalisation of CNC	$T_8 = T_7 + 04$	
(l)	Signing of Contract	$T_9 = T_8 + 02$	

15. **Milestones of the Project.**

(a) **Evaluation of Eol Responses.** Eol responses will be evaluated in accordance with assessment parameters and evaluation criteria given in Part V & VI of the Eol. All the shortlisted companies will be called Development Agencies (DAs). The project is presently reserved for MSMEs, however if at least two MSMEs do not respond, the Project shall be opened up for all, under the condition that interested MSME(s), if any at that stage and meeting the eligibility criteria, will get preference over Non-MSMEs in selection of DAs. Project shall be progressed ahead even if only one Eol respondent is found meeting the eligibility criteria.

(b) **Project Sanction Order.** PFT 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 developed prototype ready for trials within timelines stipulated in the Project Sanction Order, not more than two time extensions will be accorded and thereafter the case is to be progressed as resultant Single Vendor Case.

(c) **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 to ensure matching of product functional units/ prototype specification with the user requirements/ PSQRs. PFT to facilitate the following:-

- (i) Finalization of trial methodology.
- (ii) Provision of requisite professional inputs/documentation (if feasible/available with **IN**) to industry.
- (iii) Providing clarifications related to functional or operational aspects of the store under development, as may be sought by the DAs from time to time, during the design and development of prototype.
- (iv) The Development Agency (DA) will be required to render a Quarterly return to the PFT on the progress of the project. The report would contain details of activities undertaken in the given quarter and activities envisaged in the upcoming quarter with Estimated Date of Completion (EDC).

(d) **Single Stage Composite Trials.** Trials would be carried out by PFT to validate the performance of the material against the parameters/ specifications approved after the development of prototype. PFT will formulate the trial directives and constitute the Trial Team. The trial directive will specify



the fundamental points that needs to be addressed for validating the 'essential' parameters. Trial Methodology is placed at **Appendix 'K'**.

(e) **Staff Evaluation.** Based on the Single Stage Composite trials, Indian Navy would carry out a Staff Evaluation, which gives the compliance of the demonstrated performance of the material vis-à-vis the specification. On the acceptance of Staff Evaluation report, the specification shall form the basis for the 'Buy (Indian-IDDM)' category of acquisition. If the prototypes of only a single firm/individual clears the trials, the project will be progressed as resultant single vendor.

(f) **Finalization of Staff Qualitative Requirements (SQRs).** PFT will facilitate the finalization of preliminary SQRs to final SQRs. The specification of the equipment would therefore be a part of the trial directives, and only the essential parameters as detailed in the specification will be tested.

(g) **Solicitation of Commercial offers.** A commercial Request for Proposal (RFP) for 'Buy (Indian-IDDM)' phase will be issued to all DAs for submission of their commercial offer **post completion** of Single Stage Composite User trials. A **Single Stage Composite Trial (SSCT)** will be conducted at all the firms premises which are ready with the prototype, by the Project Facilitation Team in order to establish completion of development of prototypes along with test certificates in lines of mandated specifications. This would include all destructive/ non- destructive checks by the NABL/QA agencies on the prototype (as applicable).

(h) **Award of Contract.** Commercial offers of only those DAs/vendors will be opened whose equipment has been short-listed consequent to Staff Evaluation and the L1 bidder would be determined based on the provisions of the Commercial RFP and awarded the contract for manufacture.

16. Once the prototypes are successfully validated, **Ship based SATCOM Terminals** shall be procured by MoD, Govt of India under **Buy (Indian-IDDM)** category as follows:-

S.No	Nomenclature	Quantity	Remarks
1.	LSST Terminals (01 C band & 01 Ku Band)	Approximately10	Approx. 10 'C' Band & Approx. 10 'Ku' Band
2.	SSST (01 Ku Band terminals)	Approximately10	Approx. 10 'Ku' Band
3.	Accessories	-	Total: Approx. 10 LSST & Approx. 10 SSST
Total			Approx. 10 'C' Band & Approx. 20 'Ku' Band terminals

Delivery of indigenous design development and manufacture of **Ship based SATCOM Terminal** shall be in a phased manner.



17. **Multiple Technological Solutions.** Other successful vendor(s) will be issued a certificate by the DDP indicating that the product has been successfully trial evaluated, to facilitate vendors to explore other markets. This is iaw Para 21 of Ch III of DAP 2020.



PART II: TECHNICAL REQUIREMENTS

18. **Scope of the Project.** The scope of Project Ship Based SATCOM Terminals includes carrying out Indigenous design and development (with min. 50% IC on cost basis of the base contract price).

19. **Operational Requirements** The system should be compatible with the I/N indigenous SATCOM Network. The broad operational parameters of the Stabilised C and Ku band terminal Antennae are enumerated in succeeding paragraphs.

Technical Parameters

20. **Design.** The design of Ship based SATCOM Terminals should be as per PSQR, placed at **Appendix D**.

21. **Dimensions.** The Physical parameters i.e dimensions of the Ship based SATCOM terminals should be in accordance to the PSQR, placed at **Appendix 'D'**.

22. **Essential Parameters.** The essential requirements of the plates should be as per PSQR placed at **Appendix D**.

23. **Acceptance.** PFT will be the approving authority for the prototype.

24. **Quantity.** The quantity is as per Para 5, Part I of EoI.

Maintenance and Qualification

25. **Specifications.** As per PSQR placed at Appendix D.

26. **Life Span.** 10 years.



PART III: CRITICAL TECHNOLOGY AREAS

27. The capability assessment of the DAs will largely depend on their ability to design and develop and implement critical technologies in the field of satellite technology and antenna design for defence, aerospace, research and industrial applications. It is imperative that the project 'Ship Based SATCOM terminals' will make Indian Navy self-reliant. **The contribution of the Indian industry in acquiring and developing technologies in critical areas, if any, shall be a key criterion in assessment of the proposal.**

28. The assessment of critical technologies for the Project Ship based SATCOM Terminals offered by the DA(s)/Consortium must be supported with all Rights and Licenses (IPR) as mentioned at **Appendix 'B'**.



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

8. Where an AoP/Group of Eol 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 Eol, an '**Association of Persons (AoP) Agreement**' to form an AoP i.e. Consortium to execute and implement the complete "Make" project.

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

- (a) Number of members in a consortium shall not exceed 05 (five).
- (b) The Eol Response should contain requisite information for each member of the AoP/Consortium.
- (c) Members of the AoP/Consortium shall nominate one member as the Lead Member (the "Lead Member").
- (d) The Eol 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 as per **Appendix B**.
- (e) An individual Eol respondent cannot at the same time be member of an AoP/Consortium responding to the Eol. Further, a member of a particular responding AoP/Consortium cannot be member of any other Consortium responding to the Eol.
- (f) 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 Eol. The Agreement to be submitted along with the Eol Response, shall, *inter alia*:-
 - (i) 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;
 - (ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
 - (iii) 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

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

11. Where the Eol 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: -

(a) The Lead Member continues to be the Lead Member of the AoP/ Consortium and shall not be changed under any circumstances;

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

(c) The new Member(s) expressly adopt(s) the Eol 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.

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

13. 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.

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

Miscellaneous Provisions

15. 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. **Reservation for MSMEs.** The Project **Ship Based SATCOM Terminals** is earmarked for MSMEs. However, if at least two MSMEs do not express interest for a Make programme earmarked for them, the same shall be opened up for all, under the condition that interested MSMEs, if any at that stage and meeting the eligibility criteria, will get preference over Non-MSMEs in selection of DAs in accordance with Para 12 of Chapter III of DAP-2020.

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

(a) Public limited company, private limited company, partnership firms, limited liability partnership, one Person Company, sole proprietorship registered as per applicable Indian laws. In addition, such entity shall also possess or be in the process of acquiring a license as per DIPP's licensing policy.

(b) The entity has to be owned and controlled by resident Indian citizens; entity with excess of 49% foreign investment will not be eligible to take part in 'Make' category of acquisition.

31. Start-ups recognised by the DIPP are eligible for the project. Start-ups registered under the following categories and industry domains are eligible:-

(a) Categories.

- (i) Engineering
- (ii) Marine Engineering
- (iii) Manufacturing
- (iv) Research
- (v) Government

(b) Industry Domains.

- (i) Naval Architecture & Defence
- (ii) Technology Hardware

32. This EoI is being published on MoD/DDP website inviting Companies to participate in the 'Make-II' project and also issued to the potential vendors who have indicated willingness during the Feasibility Study to participate in the development of **Ship based SATCOM terminals**

33. Vendors are required to be compliant to Chapter III of DAP 2020 published on **www.mod.gov.in**



PART VI: ASSESSMENT PARAMETERS

34. The assessment of the EoI responses would be based on the Evaluation Criteria, which are elaborated in the succeeding paragraph.

35. **Technical Capability Criteria.** The project **Ship based SATCOM terminals** project will require sound knowledge of design, development and manufacture of electronic systems, its integration and quality control. The DAs should have had experience in research and development of electronic / communication / satellite systems for the Indian Navy/Army/ Air Force. The DA(s) should have a good understanding of Project Management, required for the development of **Ship based SATCOM terminals**. Further, the DAs should have adequate manpower/ infrastructure so as to provide complete life cycle support for the equipment. 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 (including start-ups) are required to furnish information about their technical capabilities as per **Appendix 'F'**.



PART VII: EVALUATION CRITERIA OF ASSESSMENT PARAMETERS

36. **Evaluation Criteria for All Entities Other Than 'Start-Ups'**. The responses to this EoI will be evaluated based on the assessment parameters given at **Appendices 'D' to 'G'** to identify Companies/Consortia with proven Commercial, R&D, Indigenisation and Technical strengths and capabilities. The weightage for each of the criteria and sub-criteria at **Appendices 'D' to 'G'** would be finalised by the Project Facilitation Team.

37. **MoD, Govt of India reserves the right to modify these criteria at any time before the responses are opened for evaluation.** MoD, Govt of India also 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.**

38. The entity needs to be registered for minimum five years; three years in the case of MSMEs.

39. The entity shall have long-term issuer credit rating equivalent to Credit Rating Information Services of India Limited (CRISIL) or ICRA Limited "BBB" or higher accorded by Reserve Bank of India (RBI) / Securities Exchange Board of India (SEBI) approved agencies. In case of MSMEs, the minimum rating should be 'SME-4'. Rating report should not be older than 12 (twelve) months and be the latest available rating.

40. The entity needs to be profitable for at least three out of the last five years; in case of MSME, it needs to be profitable (Profit after tax (PAT)) for at least one out of the last three years.

41. Net worth of entities, ending 31st March of the previous financial year, should not be less than 5% of the estimated cost of the project. Capital Acquisition cases where estimated cost is ₹ 150 Crores and below, Net worth of entities should not be negative.

Note 1. Details regarding proposed expenditure/ establishment of facilities/ lab etc. are liable to be included in the contract in case the Company/ Consortium gets shortlisted for development of **Ship based SATCOM terminals**

Note 2. Company/Consortium giving False/Misleading information will be barred from participation in the **Ship based SATCOM terminals**.

42. The company should demonstrate domain expertise in the fields of Satellite communication and Antenna technology with ability to design, develop and implement critical technologies for Defence, Government organisations, Research and Industrial applications by submitting supporting supply orders / work orders executed by the company. The company should possess the following:-



(iv) Qualified team, working in the areas of Satellite Communication and Antenna design.

(v) Past experience & deliveries pertaining to Satellite Communication and Antenna design.

(vi) In house R&D facility.

(vii) Adequate supply/repair of Satcom equipment/ Antennas in the past three years.

(viii) Infrastructure with availability of Test Instruments to support repairs and maintenance.

(ix) Availability/Access to Clean room facilities.



PART VIII: DOCUMENTS TO BE SUBMITTED BY EoI RESPONDENTS

43. Following documents are required to be submitted by EoI respondents: -

- (a) Annexure I and II of Appendix 'A'.
- (b) Association of Persons (AoP) agreement, if applicable
- (c) Appendix 'C' (Financial and Commercial Criteria)
- (d) Appendix 'E' (if applicable) and 'F' (Technical Capability Assessment Criteria).
- (e) Appendix 'G'
- (f) Certificate as per Appendix 'H'.
- (g) MSME certificate, if claiming to be MSME. Start-ups are to submit their certificate in specified domain registered with DPITT.
- (h) Latest Certificate of Incorporation by the Registrar of Companies (RoC).
- (i) Latest Memorandum of Association and Articles of Association of the Company.
- (j) Auditor certified data of company for Share holding pattern including details of FDI, Net worth and Annual Consolidated Turnover.
- (k) Credit Rating Certificate.
- (l) Any other undertaking/affidavit as required by the MoD.

Note. The company/organisation is to certify the correctness of reply (ies) to this EoI on an undertaking signed by the authorised signatory.

44. 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 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 authorised signatory of the Company/Lead Member in a Consortium.

45. **Guidelines for Submitting EoI Responses.**

(a) The responses should be submitted strictly as per the formats given in respective appendices along with Certificate at **Appendix 'H'**. Should a Vendor/Consortium need to mention any other information, a separate column may be added as the last column only.

(a) All response appendices should be submitted in a single file/folder. Supporting documents/additional reference should be submitted in a separate folder with proper reference mentioned against each parameters/sub parameters/sub sub parameters in respective appendices.



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

46. The envelopes shall be addresses as under:-

Chairman, PFT
Project **Ship based SATCOM terminals**
Directorate of Electrical Engineering
MoD (Navy)
Room 319, West Wing, Nau Sena Bhawan
New Delhi 110 010
Email: dee@navy.gov.in Ph: 011-2301 1101

47. The response to this Eol must be submitted by **24 Oct 26** at the address mentioned above.

48. A Company/ Consortium can submit only one response to this Eol. 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.

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



PART IX: QUERIES AND CLARIFICATIONS

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

(a) **Companies/Consortium may submit written queries/clarification/ amplifications on specific issues by 22 Sep 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.

(b) **Pre-Response Meeting.** A pre-response meeting is scheduled on **29 Sep 26 at 1100 hrs** at Directorate Electrical Engineering, Room No. 317, West Wing, NauSena Bhawan, New Delhi 110010 to clarify the issues/ queries raised to facilitate submission of response or though Video Conferencing. The contact details/ concerned officer for the same is:-

Cdr (EE)

Mob:- 011-43152970

Email:- dee@navy.gov.in

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



PART X: MISCELLANEOUS

51. 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.

52. 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 'H'** would be furnished as part of the response, including respective consortium partners, where applicable.

53. DA shall provide regular update to PFT either through VC or through actual factory/workshop visit at least once every two months to ascertain actual progress of the case.

54. Entities will be issued EOI post execution of Non

Note. The above guidelines are to be read in conjunction with the guidelines under Chapter III of DAP 2020.



(Abhilash S Kumar)

Captain

Chairman, PFT

SATCOM Terminals for Ships

Enclosure:- Appendices 'A' to 'L'

Distribution:- - Shortlisted vendors & hosted on MoD/DDP website



INDIGENOUS CONTENT ASPECTS

Definitions.

1. 'Indigenous Content'(IC) for an equipment or an item shall be arrived at by excluding from the total cost of that equipment/item, the following elements at all stages (tiers) of manufacturing/production/assembly: -

(a) Direct costs (including freight/transportation and insurance) of all materials, components, sub-assemblies, assemblies and products imported into India.

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

(c) 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.

(d) Taxes, duties, cess, octroi and any other statutory levies in India of this nature.

2. The "on cost" basis for 'Buy (Indian IDDM)' shall imply that IC is required as specified under Para 8 of Chapter I of DAP 2020, read with additional specific requirements in this regard, if any, mentioned in the EoI/RFP.

Reporting Requirements.

3. 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 IC 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.

4. All contracts, sub-contracts, agreements and MoUs made by prime (main) contractors (and their lower tier suppliers/vendors) with their business partners/suppliers, insofar as these contracts, agreements or MoUs relate to the main acquisition contract, shall mandatorily incorporate the definition and reporting requirements for IC in terms of Para 3. Similarly, these business partners/suppliers shall sequentially incorporate these definitions and reporting requirements with their



next levels of business partners/suppliers and so on, till the lowest tier in the manufacturing/production/assembly chain.

Audit.

5. The Ministry of Defence can exercise its right to conduct an audit of all certifications and costs relevant to IC at all or any stages (tiers) of manufacturing/production/assembly, starting from the prime (main) contractor downwards. The audit(s) could be conducted by the Ministry itself and/or by an agency/institution/officer(s) nominated by the Ministry, as may be decided by the Ministry.

6. All contracts, sub-contracts, agreements and MoUs made by prime(main) contractors (and their lower tier suppliers/vendors) with their business partners/suppliers, insofar as these contracts, agreements or MoUs relate to the main acquisition contract, shall mandatorily incorporate the right of Ministry of Defence to conduct an audit in terms of Para 5. Similarly, these business partners/suppliers shall sequentially incorporate these definitions and reporting requirements with their next levels of business partners/suppliers and so on, till the lowest tier in the manufacturing/production/assembly chain.

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) will be required to be submitted by the vendor to meet the requirement of IC as specified in Para 8 Chapter I of DAP2020. 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 1 to this Appendix**. Undertaking to ensure compliance to Indigenous design is also to be furnished in format placed at **Annexure 2 to this Appendix**.

8. In case mandatory IC and design 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 up to 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.



9. 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. 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 DPP. In such cases, the Ministry of Defence can take any of the steps under Para 8 above against erring vendors/sub-vendors.



**Annexure 1 to
Appendix A**

Annexure 1 to Appendix B

INDIGENOUS CONTENT (IC) PROFORMA

Name of the Project / Contract Details						
Ser No.	Description	(In USD)	(In EURO)	(In GBP)	(.....)	Total (C)
1.	Foreign Content (FC) including 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					
	- Royalty Fee					
	- Licence Fee if any					
	- 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 ² (Less cost of AMC / CMC / After Sales Services) (F)					
6.	Indigenous Content G = (F - E)					
	Indigenous Content (%) G x 100 / F					

Note:

- 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.
- 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.
- 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.

¹ Amendment issued vide Appendix A to MoD ID No 1(8)/D(Acq)/21 dated 11.11.2021.

² Amendment issued vide MoD ID No 1(8)/D(Acq)/21 dated 18.03.2024.



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.

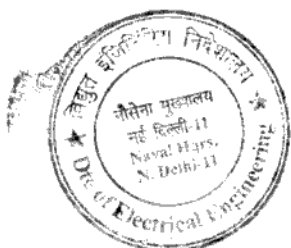
2. Further, we confirm that the Design of the Named Product, as claimed by us, has not been licensed from a foreign third party except for standard software licences such as, but not limited to OS / Database / _____ (Strikeout / Specify as applicable).

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.



INTELLECTUAL PROPERTY RIGHTS OF GOVERNMENT
IN 'MAKE' PROJECTS

Intellectual Property Rights (IPRs). DA 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 ask the contractor to grant, or may itself grant license for, inter alia, the following reasons: -

- (a) Where health and safety requirements so require the Government to act in public interest;
- (b) For National Security Reasons;
- (c) To meet requirements for public use not reasonably satisfied by the contractor;
- (d) For failure of the contractor to substantially manufacture the products embodying the subject invention in India; or
- (e) For failure of the contractor to comply with any of the requirements laid down under these guidelines.



FINANCIAL AND COMMERCIAL ASSESSMENT CRITERIA

1. The entity needs to be registered for minimum five years; three years in the case of MSMEs.
2. The entity shall have long-term issuer credit rating equivalent to Credit Rating Information Services of India Limited (CRISIL) or ICRA Limited "BBB" accorded by Reserve Bank of India (RBI) / Securities Exchange Board of India (SEBI) approved agencies. In case of MSMEs, the minimum rating should be 'SME-4'. Rating report should not be older than 12 (twelve) months and be the latest available rating.
3. The entity needs to be profitable for at least three out of the last five years; in case of MSME, it needs to be profitable (Profit after tax (PAT)) for at least one out of the last three years.
4. **Net Worth**. Net worth of entities, ending 31st March of the previous financial year, should not be less than 5% of the estimated cost of the project. Capital Acquisition cases where estimated cost is ₹ 150 Crores and below, Net worth of entities should not be negative.
5. In case the Net Worth criteria, and/or credit rating is considered high or low for the purposes of adequate EoI responses and or due to prevailing economic environment, the Feasibility Study/SHQ will work out specific financial gates for consideration of the AoN according authority at the time of seeking AoN. Specific notes for planning are as under: -
 - (a) In case of wholly owned subsidiary/subsidiary of a company, the strengths of its holding company may be taken into account for the criteria referred at Paragraph 4, if the holding company provides the 'Holding Company Guarantee' as per the format prescribed at Annexure-III of Appendix F.
 - (b) Guidelines for Putting on Hold, Suspension, Debarment and any other penal action on the Entities dealing with Ministry of Defence, as promulgated by Government from time to time, will be applicable on procurement process and bidders.
6. All aforesaid data relating to eligibility of companies for issue of an EoI shall need to be demonstrated at the close of the financial year preceding issue of EOI, except the requirement for profitable financial record as specified under Paragraph 4 above, which needs to show profits in at least three years of the last five years preceding the issue of EOI.



PRELIMINARY STAFF QUALITATIVE REQUIREMENTS (PSQR)

Ship Based SATCOM Terminals

(Ku & C band)

The PSQRs will be issued to the identified firms post signing of Non-Disclosure Agreement (NDA).



COMMERCIAL ASSESSMENT CRITERIA FOR START-UPS

Name of the vendor:

<u>Ser</u>	<u>Criteria and Sub- Criteria</u>	<u>Vendor Submissions</u>			<u>Remarks, if any</u>
		<u>Lead Bidder</u>	<u>Partner 1</u>	<u>Partner 2</u>	
(i)	Nature of Company				Submit documents in support of these claims
(ii)	Category of Industry				
(iii)	Company location				
(iv)	History of successful execution of supply orders(with examples)				
(v)	History of past non performing contracts				
(vi)	Pending Litigation/ Litigation history				

Station:

Signature

Company Seal

Date:



Appendix F

TECHNICAL CAPABILITY ASSESSMENT CRITERIA

Name of the vendor:

<u>Sl. No</u>	<u>Criteria and Sub- Criteria</u>	<u>Vendor Submissions</u>			<u>Remarks</u>
		<u>Lead Bidder</u>	<u>Partner 1</u>	<u>Partner 2</u>	
(i)	The company should demonstrate domain expertise in the fields of Satellite communication and Antenna technology with ability to design, develop and implement critical technologies for Defence, Government organisations, Research and Industrial applications by submitting supporting supply orders / work orders executed by the company				
(ii)	Execution of similar projects for other users in India and abroad				
(iii)	Qualified team, working in the areas of Satellite Communication and Antenna design.				
(iv)	Past experience & deliveries pertaining to Satellite Communication and Antenna design.				
(v)	In house R&D facility.				
(vi)	Proposed system configuration. Approach to meet the specifications stipulated giving details of methodology to be adopted				
(vii)	Approach to address assembly and inter-operability issues.				



(viii)	Adequate supply/repair of Satcom equipment/ Antennas in the past three years.				
(ix)	Infrastructure with availability of Test Instruments to support repairs and maintenance.				
(x)	Availability/Access to Clean room facilities				

Station:

Signature

Company Seal

Date:



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)
 - (a) Manufacturer
 - (b) Trader
 - (c) Sole Selling or Authorised Agent
 - (d) Dealer
 - (e) Assembler
 - (f) Processor
 - (g) Re packer
 - (h) Service Provider
13. Details of Current Products
 - (a) Type/Description
 - (b) Licensed/Installed Capacity
 - (c) Annual Production for Preceding 3 Years
14. Details of Foreign Collaborations
 - (a) Product
 - (b) Name and Address of Collaborator
 - (c) Year of Collaboration



- (d) Current Status of the Collaboration (whether expired or current)
15. Technology Received from Abroad and Assimilated
16. Technology Transfer MoUs Signed/Under Negotiation
17. Products Already Supplied
- (a) To Indian Army/Air Force/Navy
 - (b) PSUs
 - (c) DRDO and its Laboratories
 - (d) Ordnance Factories
 - (e) Any other Defence Organisation
 - (f) To other Principal Customers
18. Details of Registration Certification held (along with product details)
- (a) DGQA
 - (b) DGAQA/DGNAI
 - (c) CEMILAC
 - (d) DGS&D
 - (e) Other Defence Departments
 - (f) Other Government Department
19. Details of ISO Certification (Attach certificate, if any)
20. Details of Patent/IPR certificates (Attach certificate, if any)
21. Details of Permanent Man Power (with the details of qualifications)
- (a) Technical
 - (b) Administrative
22. Total Area of Factory
- (a) Covered (sq. mtrs)
 - (b) Uncovered (sq. mtrs)
 - (c) Bonded Space Available (sq. mtrs)
23. Details of Important Facilities available with EoI respondent
- (a) Production (including Heat Treatment, Dies, jigs and Fixtures)
 - (b) CAD, CAM, ROBOTS and Other Advanced Technology Tools
 - (c) Environmental Test Facilities.
 - (d) Tool Room, Metrology and Test Equipment and Facilities
24. Details of Developmental Facilities



- (a) R&D Facilities Available
 - (b) Number of Technical Manpower
 - (c) Inspection and Quality Control of Raw Material, Components and Finished Products.
 - (d) Assistance required from Central Agency/Agencies for Testing/Calibration
 - (e) Laboratory and Drawing Office Facility
 - (f) Percentage of Total Turn-Over Spent on R&D during the Last Three Years
25. Area of Interest for Future Expansion/Diversification
26. Future Plan (if any) in respect of Expansion Program, Installation of Additional Machines/Test Facilities
27. Integration capabilities for system-of-systems projects.
28. Any other Relevant Information
29. Contact Details of the Executive Nominated to co-ordinate with the Assessment Team (please provide telephone, mobile and e-mail address).



Appendix 'H'

CERTIFICATE

It is certified that information submitted in the documents as part of the response to Expression of Interest for Project Ship based SATCOM terminals 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



DIMENSIONAL DETAILS FOR SATCOM

Will be provided with PSQR



TRIAL METHODOLOGY

1. **Lab Test Facilities.** The developer is to ensure availability of all test facilities at own arrangement. 3-D motion table trials simulating ship's motion (roll, pitch) would be undertaken to ensure compatibility with indigenous satellite as well as continuity of Link and Link margin in Link Budget. User trials would be carried out only post successful 3-D motion table trials and producing of necessary certification required for SATCOM operations. Sufficient Link Margin is to be available in the system.
2. The firm is also required to undertake the trials at SAC, Ahmedabad / equivalent organisation through own arrangements and submit the report to NHQ.
3. The firm is also required to undertake VA clearance through DIW/NCG prior integrating the prototype system and associated hardware/software into INs SATCOM network towards conduct of SSCT.
4. **SSCT.** Post fulfilment of above mentioned parameters the SSCT will be conducted on a suitable platform nominated by NHQ.

