

**GOVERNMENT OF INDIA  
DEPARTMENT OF SPACE  
VIKRAM SARABHAI SPACE CENTRE (VSSC)  
THIRUVANANTHAPURAM**

**Tender for Data Diode**

**Bids to be submitted online**

**Tender No.: VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202300446901 dated  
11-09-2023**

## A. Tender Details

Tender No :	<b>VSSC/PURCHASE UNIT I (MAIN PURCHASE)/VS202300446901</b>
Tender Date :	<b>11-09-2023</b>
Tender Classification:	<b>GOODS</b>
Purchase Entity :	<b>PURCHASE UNIT I (MAIN PURCHASE)</b>
Centre :	<b>VIKRAM SARABHAI SPACE CENTRE (VSSC)</b>

## Data Diode

Please go through the terms & conditions and submit your offer in pdf format also.

- 1.Last minute clarification on tenders will not be entertained.
- 2.This is E tender. Hence postal/fax/email tenders will not be accepted.
- 3.This is a Two Part tender ie; Techno Commercial (Containing Documents Solicited from vendor [available in Bid forms] & Vendor Specified Terms) and Price Bid. Hence all Technical & commercial details shall be furnished in the Documents Solicited from Vendor & Vendor Specified Terms Fields while price shall be indicated only in the Price Bid.
- 4.IMPORTANT NOTE: This being a Two part tender, cost shall be mentioned in the Price Bid only. All documents being uploaded like quote split up details. AMC cost etc should not contain the rates/costs. However a copy of your PRICE BID, AMC quote etc WITHOUT PRICE SHALL BE UPLOADED in the Documents Solicited from the Vendor Field [available in Bid forms] TO KNOW THE PATTERN OF THE QUOTE. [ENSURE NOT TO MENTION ANY PRICE, OTHERWISE THE QUOTE WILL BE INVALID. NOTE/CONFIRM.
- 5.Note: Foreign vendors are not permitted to quote. Only Class I and Class II local suppliers as per Make in India Policy are eligible to participate in the in the bid. [ Wherever in this Tender Document, the condition/stipulation mentioned regarding foreign vendor/agent are not applicable to this tender as only Class I and II Local Supplier are allowed to participate in the tender.
- 6.The percentage of local content should be specifically mentioned in the offer, without which it will be summarily rejected.  
Preference will be given to Class I local supplier and in their absence, Class II local supplier will be considered.

## A.1 Tender Schedule

Bid Submission Start Date : **11-09-2023 16:30**

Bid Clarification Due Date : **29-09-2023 17:00**

Bid Submission Due Date : **10-10-2023 14:00**

Bid Opening Date : **10-10-2023 14:30**

Price Bid Opening Date : **16-10-2023 10:00**

## B. Tender Attachments

NA

### Instructions To Vendors

#### 1. Conditions for BIDDER FROM A COUNTRY WHICH SHARES LAND BORDER WITH INDIA

1. 1. As per the Rule 144(xi) of General Financial Rule, 2017, any bidder from a country which shares a land border with India will be eligible to bid in any procurement whether of goods, services (including consultancy services and non-consultancy services) or works (including turnkey projects) only if the bidder is registered with the competent authority ie., Department for Promotion of Industry and Internal Trade (DPIIT).

2. 2. Hence, Vendors or Agents of a Vendor (Indian or others) from a country sharing border with India shall submit copy of valid registration made with Department for Promotion of Industry and Internal Trade (DPIIT), Government of India along with the tender mandatorily, without which the offer will be treated as invalid.

3. 3. Model Certificate for Tenders : "I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfills all requirements in this regard and is eligible to be considered". Please submit this declaration duly signed and stamped by your Authorized signatory in your Company/OEM's Letter head.

4. 4. Validity of Registration: Registration should be valid at the time of submission of bids and should be valid at the time of placement of order.

5. 5. Any false declaration and non-compliance of the above would be a ground for immediate rejection of offer or termination of the contract and further legal action in accordance with the laws.

#### 2. PPP Make in India(Non- Divisible Items-Class I & II Local Suppliers Only)

1. A committee (with an external expert from a practicing cost accountant or practicing chartered accountant, if required) constituted for independent verification shall verify the self-declarations & auditor's / accountant's certificates on random basis, as per the requirements.

2. a) The subject item falls under Non-divisible category. b) The offers sought only from Class-I & Class-II local suppliers

3. Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: i. Equal to or more than 50%: Class-I local supplier. ii. More than 20% but less than 50%: Class-II local supplier. iii. Less than or equal to 20%: Non-local supplier.
4. False declarations will be in breach of code of the integrity for which a bidder or its successor's will not be eligible/debarred for purchase preference from further tenders / pending tenders for two years along with other actions as may be applicable.
5. In case of a complaint received from any local supplier indicating a need for review / verification of Local content of successful vendor / awarded vendor, for accepting a complaint from such complainant (w.r.t the false declaration given by the successful vendor on the local content), a complaint fee of Rs.2Lakhs or 1% of the locally manufactured items being procured (subject to a maximum Rs. 5Lakhs), whichever was higher, to be paid by demand draft by the complainant. In case, the complaint is found to be incorrect, the complaint fee shall be forfeited. In case, the complaint is upheld and found to be substantially correct, deposited fee of the complainant would be refunded without any interest.
6. In cases the quoted price is in excess of Rs.1000 Lakhs (including duties, taxes and freight & Insurance) the 'Class-I & II local supplier shall provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in case of suppliers other than companies) giving the percentage of local content.
7. In line with Public Procurement (Preference to Make in India), Order 2017 & its amendments issued by Govt. of India from time to time with a view to support the Indian industries, ISRO has implemented "Purchase Preference Policy". The "Purchase Preference" is applicable for the "Class-I Local Supplier" for the goods/ services/ works covered in this tender, subject to the following terms & conditions:-
8. 'L1' means the lowest technically accepted tender / bid / quotation (i.e. lowest landed cost including duties, taxes and freight & Insurance).
9. 'Local content' means the amount of value added in India (i.e. indigenous items/services added in the offered products/ services/ works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent.
10. 'Margin of purchase preference' means the maximum extent to which the price quoted by the "Class-I local supplier" above the L1 (landed cost).
11. Purchase Preference Policy:- Goods/Works which are not divisible (ie., required quantity is 1 or as a package) and Services:
- a)If L1 is from a 'Class-I local supplier, the contract will be awarded to L1 bidder.

b) If L1 is not from a 'Class-I local supplier', the lowest bidder among the 'Class-I local supplier' will be invited to match the L1 price subject to local supplier's quoted price falling within the margin of purchase preference (i.e. 20%) and the contract shall be awarded to such 'Class-I local supplier' subject to matching the L1 price (inclusive of duties, taxes and freight & insurance).

c) In case such lowest eligible 'Class-I local supplier' fails to match the L1 price, the 'Class-I local supplier' with the next higher bid within the margin of purchase preference shall be invited to match the L1 price and so on, and order/contract shall be awarded accordingly. In case where none of the 'Class-I local supplier' within the margin of purchase preference agree to match the L1 price, then the order/contract shall be awarded to the original L1 Bidder.

12. The 'Class-I & II local supplier' should provide a "Self Certification" along with technical offer indicating that the item offered meets the minimum local content [as per Sl. No.(3)] as called for in the tender and provide the percentage of local content along with details of the location(s) at which the local value addition is made. In case of two bid tenders, it is mandatory to indicate compliance to MLC(minimum Local Content) in technical bid zone.

13. The ink-signed certificate shall be provided on vendors letter head along with the offer (in case of online tender, copy of ink-signed certificate shall be uploaded along with your offer under concerned tab. Original in Hard copy shall be produced on request). In case of non-submission of certificate, the purchase preference shall not apply.

14. The margin of Purchase Preference shall be up to 20%.

15. The Public Procurement (Preference to Make in India), Order 2017 issued by Govt. of India indicates that if there are any general or specific restrictive clauses to restrict participation of Indian companies in those countries procurement tenders, reciprocity clause need to be invoked as per the order. Hence, if ISRO or Govt. of India come across that Indian suppliers of an item are not allowed to participate and / or compete in procurement by your government, the bid submitted by you will be not be considered and excluded from eligibility for procurement. Please note this point.

16. Works means all works as per Rule 130 of GFR- 2017, and will also include 'turnkey works'. Works includes Engineering, Procurement and Construction (EPC) contracts and services include System Integrator (SI) contracts.

### **3. PROFORMA FOR INSTRUCTIONS TO TENDERERS AND TERMS & CONDITIONS OF TENDER (IG)**

1. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of

nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

(c) Approximate net and gross weight of the items offered shall be indicated in your offer. If dimensional details are available the same should also be indicated in your offer.

(d) Specifications: Stores offered should strictly confirm to our specifications. Deviations, if any, should be clearly indicated by the tenderer in his quotation. The tenderer should also indicate the Make/Type number of the stores offered and provide catalogues, technical literature and samples, wherever necessary, along with the quotations. Test Certificates, wherever necessary, should be forwarded along with supplies. Wherever options have been called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us, the tenderer could suggest changes to specifications with appropriate response for the same.

2. (a) All available technical literature, catalogues and other data in support of the specifications and details of the items should be furnished along with the offer.

(b) Samples, if called for, should be submitted free of all charges by the tenderer and the Purchaser shall not be responsible for any loss or damage thereof due to any reason whatsoever. In the event of nonacceptance of tender, the tenderer will have to remove the samples at his own expense.

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### 3. ACCEPTANCE OF STORES:

(a) The stores shall be tendered by the Contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expense and cost.

(b) It is expressly agreed that the acceptance of the stores Contracted for, is subject to final approval by the purchaser, whose decision shall be final.

(c) If, in the opinion of the purchaser, all or any of the stores do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at a price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the Contractor.

(d) If the whole or any part of the stores supplied are rejected in accordance with Clause No. (c) above, the purchaser shall be at liberty, with or without notice to the Contractor, to purchase in the open market at the expense of the Contractor stores meeting the necessary performance and quality Contracted for in place of those rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

4. As a Government of India Department, this office is exempted from payment of Octroi and similar local levies. Tenderers shall ensure that necessary Exemption Certificates are obtained by them from the Purchase Officer concerned to avoid any payment of such levies.

5. a) Your offer should be valid for 90 days from the date of opening of the tender.

b) Prices are required to be quoted according to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

6. DESPATCH: The Contractor is responsible for obtaining a clear receipt from the Transport Authorities specifying the goods despatched. The consignment should be despatched with clear Railway Receipt/Lorry Receipt. If sent in any other mode, it shall be at the risk of the Contractor. Purchaser will take no responsibility for short deliveries or wrong supply of goods when the same are booked on 'said to contain' basis. Purchaser shall pay for only such stores as are actually received by them in accordance with the Contract.

7. d) The term "Purchase Order" shall mean the communication signed on behalf of the Purchaser by an Officer duly authorised intimating the acceptance on behalf of the Purchaser on the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for supply of stores or plant, machinery or equipment or part thereof.

#### 8. GUARANTEE & REPLACEMENT:

(a) The Contractor shall guarantee that the stores supplied shall comply fully with the specifications laid down, for material, workmanship and performance.

(b) For a period of twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use, arising from faulty stores design or workmanship, the Contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the stores or any part thereof are faulty.

(c) If, in the opinion of the purchaser, it becomes necessary to replace or renew any defective stores such replacement or renewal shall be made by the Contractor free of all costs to the purchaser, provided the notice informing the Contractor of the defect is given by the purchaser in this regard within the said period of 14 months from the date of acceptance thereof.

(d) Should the Contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the Contractor the whole or any portion of the defective stores.

(e) The decision of the Purchaser notwithstanding any prior approval or acceptance or inspection thereof on behalf of the Purchaser, as to whether or not the Stores supplied by the Contractor are defective or any defect has developed within the said period of 12 months or any other period or as to whether the nature of defects requires renewal or replacement, shall be final, conclusive and binding on the Contractor.

(f) To fulfill guarantee conditions outlined in (a) to (e) above, the Contractor shall, at the option of the



Purchaser, furnish a Bank Guarantee (as prescribed by the Purchaser)

9. **PACKING FORWARDING & INSURANCE:** The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air to withstand transit hazards and ensure safe arrival at the destination. The packing and marking of packages shall be done by and at the expense of the Contractor. The purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the Contractor and the Purchaser shall pay only for such stores as are actually received in good condition in accordance with the Contract.

10. Preference will be given to those tenders offering supplies from ready stocks and on the basis of FOR destination/delivery at site.

11. **PRICES:** Tender offering firm prices will be preferred. Where a price variation clause is insisted upon by a tenderer, quotation with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variation/s.

#### 12. REJECTED STORES:

Rejected stores will remain at destination at the Contractor's risk and responsibility. If instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice of rejection, the purchaser or his representative has, at his discretion, the right to scrap or sell or consign the rejected stores to Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

13. Sales Tax and/or other duties/levies legally leviable and intended to be claimed should be mentioned in the price bid template. If nothing is mentioned, then it will be presumed that the rate quoted is inclusive of all taxes/duties.

14. **SECURITY DEPOSIT:** Wherever, the Purchase Order value is Rs. 5.00 Lakhs or more, on acceptance of the tender, the Contractor shall, at the option of the Purchaser and within the period specified by him, deposit with him, in cash or in any other form as the Purchaser may determine, security deposit not exceeding ten percent of the value of the Contract as the Purchaser shall specify. If the Contractor is called upon by the Purchaser to deposit, "Security" and the Contractor fails to provide the security within the period specified, such failure shall constitute a breach of the Contract, and the Purchaser shall be entitled to make other arrangements for the re-purchase of the stores Contracted at the risk of the Contractor in terms of Sub-Clause (ii) and (iii) of clause regarding Delivery. (b) hereof and/or to recover from the Contractor, damages arising from such cancellation.

#### 15. TERMS & CONDITIONS OF TENDER

16. **TEST CERTIFICATE:** Wherever required, test certificates should be sent along with the despatch

documents.

17. The authority of the person signing the tender, if called for, should be produced.

18. The Purchaser reserves the right to place order on the successful tenderer for additional quantity up to 25% of the quantity offered by them at the rates quoted.

19. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portions of the quantity offered and the tenderers shall supply the same at the rates quoted.

20. The tenderer should supply along with his tender, the name of his bankers as well as the latest Income-Tax clearance certificate duly countersigned by the Income-Tax Officer of the Circle concerned under the seal of his office, if required by the Purchaser.

21. The term Contractor shall mean, the person, firm or company with whom or with which the order for the supply of Stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the Contract.

22. The term Purchaser shall mean the President of India or his successors or assigns.

23. The term "Stores" shall mean what the Contractor agrees to supply under the Contract as specified in the Purchase Order including erection of plants & machinery and subsequent testing, should such a condition is included in the Purchase Order.

## C. Bid Templates

### C.1 Technical Bid - Data Diode

#### 1. Network Security - Software and Hardware Firewall Equipment (Data Diode)

##### Common Specifications (Applicable for all items)

SI No	Specification	Value	Compliance	Offered Specification	Remark
1	Purpose	Should support unidirectional data transfer from one network to other of different security level without any manual intervention	Yes / No / Explain		
2	Deployment options	It would be possible to deploy the solution at the central level so that files downloaded by multiple users can be securely transferred to a central FTP server in automated mode	Yes / No / Explain		
3	Architecture	Should be based on FPGA technology to ensure unidirectional traffic flow. Full Galvanic separation should be provided.	Yes / No / Explain		
4	Throughput	Minimum 1Gbps	Yes / No / Explain		
5	Maximum file size supported	It should support transferring files of size upto 6 GB	Yes / No / Explain		
6	Network Transparent	Core element in the solution should not have any Operating System or MAC/IP address to keep it transparent to the network	Yes / No / Explain		
7	Protocols	Shall support Secure File Transfer Protocol (SFTP), Syslog etc. without using any additional hardware	Yes / No / Explain		

8	Transfer mode	Should support store and forward mode for SFTP. Should be able to do the data transfer without installing any proprietary application on the interfacing systems. Should provide visual indication of the transfer.	Yes / No / Explain		
9	User Interface	Should be able to configure the system from the sending side only and should provide simple user interface for the same	Yes / No / Explain		
10	Fail-open mode	Should support fail-open mode in the event of power failure. ie. Completely disconnected mode.	Yes / No / Explain		
11	Data Transfer Channels	Should support minimum 5 independent data transfer channels for SFTP	Yes / No / Explain		
12	Operating temperature	0 to 45 deg C	Yes / No / Explain		
13	Certifications	Should support FCC Class B or equivalent	Yes / No / Explain		
14	Safety Compliance	EMI/EMC, CE/EN or equivalent	Yes / No / Explain		
15	End of Life	Minimum 7 years from the date of submission of bid	Yes / No / Explain		
16	Warranty	Minimum 3 years	Yes / No / Explain		

## Supporting Documents required from Vendor

### 1. Data sheet of the product

**2. For the compliance against each of the specifications, party should submit online or offline references including datasheet as documentary proof**

5 additional documents can be uploaded by the vendor

## C.2 Commercial Terms / Bid

Sl. No.	Description	Compliance	Vendor Terms
1	Warranty should be minimum 3 years from the date of installation and acceptance	Yes / No / Explain	
2	Vendor should clearly indicate the delivery period and the number of days needed for installation at the site	Yes / No / Explain	
3	Taxes and other costs, if any:	Yes / No / Explain	
4	Security Deposit (Applicable if Offer Value is Rs. 5 Lakhs or above. MSME/NSIC Units are NOT EXEMPTED from the payment of SD. Bank Guarantee @ 3% of Order Value valid till 60 days from the date of supply to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of contractual obligations, SD will be forfeited).	Yes / No / Explain	
5	Delivery Terms: FOR-VSSC	Yes / No / Explain	
6	Delivery Period:	Yes / No / Explain	
7	Liquidated Damages (Applicable beyond the delivery period mentioned in this tender @ 0.5% per week or part thereof on the undelivered portion subject to a maximum of 10% of the contract value. Mandatory compliance required).	Yes / No / Explain	
8	Warranty:	Yes / No / Explain	
9	Performance Bank Guarantee (PBG) Bank Guarantee @ 3% of Order Value valid till the completion of warranty period plus 2 months claim period to be submitted. Mandatory compliance required. Only Government Bodies/PSUs/PSEs can submit Indemnity Bond in lieu of BG. In the event of non-performance of warranty obligations, PBG will be forfeited).	Yes / No / Explain	

10	Payment Term: (Our Default payment term: For indigenous orders: 100% within 30 days after receipt and acceptance of item at our site. NOTE: CONSEQUENT TO COVID 19 PANDEMIC AND AS PER EXTANT GUIDELINES FROM DEPARTMENT OF SPACE, NO ADVANCE PAYMENT IS PAYABLE TO THIS TENDER).	Yes / No / Explain	
11	Definitions: A supplier or service provider, whose goods, services or works offered for procurement, has local content: a) Equal to or more than 50% : Class-I local supplier. b) More than 20% but less than 50% : Class-II local supplier. c) Less than or equal to 20% : Non-local supplier. Mention your category.	Yes / No / Explain	
12	Local content means the amount of value added in India (i.e. indigenous items/services added in the offered products/services/works) be the total value of the item offered (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties/IGST) as a proportion of the total value (excluding net domestic indirect taxes), in percent. Indicate extent of Minimum Local Content in offered product/service and location of such value additions.	Yes / No / Explain	
13	The Class-I & II local supplier should provide a Self Certification along with your offer in PDF format indicating that the item offered meets the minimum local content as called for in the tender as mentioned above and provide the % of local content along with details of the location(s) at which the local value addition is made. In case of two part tenders, it is mandatory to indicate compliance to MLC(minimum local content) in technical bid itself. Confirm attachment of Self declaration along with the offer.	Yes / No / Explain	
14	PO Placement Address (with Name and Contact Details of sales person concerned).	Yes / No / Explain	
15	Any Other Terms	Yes / No / Explain	
16	Offer Validity	Yes / No / Explain	

### C.3 Price Bid

Sl. No.	Item	Quantity	Unit Price	Currency	Total Price	Remark
1	Network Security - Software and Hardware Firewall Equipment (Data Diode)	2.00 Nos.		-		

**Common charges (Applicable for all items)**

<b>Freight charge</b>	
<b>P&amp;F Charges</b>	