

Scope of Work as per Section III of this RFP document, to understand all the associated costs of the project.

4. The bidder should indicate the GST currently applicable and the same will be reimbursed at actuals as applicable from time to time.

5. The prices, once offered, must remain fixed and must not be subject to change for any reason whatsoever within the period of the validity of the proposal and the contract. No revision of the fee shall be made on account of any variations in costs of labour and materials, currency exchange fluctuations with international currency or any other cost component affecting the total cost in fulfilling the obligations under the contract. A proposal submitted with an adjustable price quotation or conditional proposal may be rejected as non-responsive.

6. All costs incurred due to delay of any sort, which is attributable to the bidder, shall be borne by the bidder.

6.6 Information Ownership

All information processed, stored, or transmitted by service provider belongs to NABARD. The service provider understands that civil, criminal, or administrative penalties may apply for failure to protect information appropriately.

6.7 Publicity

Any publicity by the service provider in which the name of NABARD is to be used should be done only with the explicit written permission of NABARD.

In case of any conflict also the service provider shall not post, publish or use the name of NABARD at public or private platform, which directly or indirectly effects NABARD's reputation at any point of time.

6.8 Payment Terms

Following would be the payment schedule for revamping phase:

Phase	Amount
On awarding and signing of the contract	10%
On developing and demonstrating requirements	30%
On live deployment	40%
On handing over source code	10%
On executing Performance Bank Guarantee	10%

1. Since the ownership of the source code used for customizing and hosting on NABARD's website rests with NABARD, the source code must be handed over to NABARD immediately after completion of development and porting of the data. Whenever, there is any modification/addition in the source code during warranty/AMC period, the modified/changed source code must be handed over immediately to NABARD. The ownership of source code and related Intellectual Property Right (IPR) with reference to NABARD's corporate website will lie with NABARD only.
2. All source code must be submitted including documents like system architecture design document, Detailed Installation Guidelines, Data Flow diagram, Data dictionary and Software Bill of Material (SBOM) etc, and then only it will be considered for payment.
3. All payments to the selected agency shall be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty and other taxes if any as per Government of India Rules.
4. The Agency shall quote rates as per the rate mentioned in central government guidelines and given in the commercial format with currently applicable Goods and Service Tax (GST).
5. If any upward revision in GST rates and / or any new tax, duty, levies if introduced by State or Central Government and if that is applicable for this contract then the same new tax, duty, levies shall be paid by NABARD department to selected Agency.
6. Payment shall be made in Indian Rupees by RTGS / NEFT in the name of selected agency as per online Standard operating procedure (SOP) for release of payment to Agency.
7. The Department shall deduct penalty as applicable from the payment to be paid to the selected agency levied as per SLAs.
8. The bills will be accepted only after submission of Security Deposit of Performance Bank Guarantee i.e. 10% of total contract value (TCV).
9. Under the terms of the Annual Maintenance Contract (AMC), the service provider shall submit invoices on a quarterly basis, accompanied by all relevant supporting documents, to NABARD.
10. NABARD shall constitute a panel responsible for conducting a monthly review of the services rendered by the service provider. This review will assess the execution of assigned tasks, the availability of resources, and the timely completion of work as

allocated. Payment of invoices will be subject to satisfactory performance as determined by this panel.

11. In evaluation if work is not found satisfactory by the panel, panel can suggest improvement or penalty on service provider for non-compliance at sole discretion of NABARD.
12. The penalty shall be implacable on the service provider as per Service level Agreement(SLA) signed.

6.9 Service Level Agreement and Penalties

SLA is the contract between NABARD and the Successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables and the correctness of the same based on the agreed indicators as detailed in the Agreement.

In the event if it is noticed/reported that Service Level agreement is breached, NABARD may impose penalty. Penalty would be proportionate to 1% of the contract value for services below each percentage point of the specified expected service level and it will be informed to selected bidder as per operational performance provided by agency. Penalty deduction would be done by NABARD from the next due to be paid or on quarterly basis.

The amount of penalty for Post Implementation (Operation and Maintenance) SLAs if any will be deducted from the bills payable to vendor or Security Deposit or both. If the amount is deducted from the security deposit, the bidder will have to recoup the amount so recovered within 10 days. The discretion to waive the penalty if informed and found justifiable, will be with Chief General Manager, Corporate Communications Department, NABARD. In case of any disputes, same will be settled at level of Chief General Manager, Corporate Communications Department, NABARD, Head Office Mumbai.

The Successful bidder must comply with all Service Level Agreements (SLAs) and ensure adherence to project timelines, quality, and availability of services.

It is expected that the Successful Bidder will complete all the deliverables within given timelines and as per the expected and defined performance norms. In case there are any defaults / delays from the Successful Bidder during the various phases of execution, NABARD will levy penalties. The same will be recovered from the next stage payment or in the extreme case, by invoking the Performance Bank Guarantee. The maximum penalty is capped @ 10% of the contract value. In case the penalty amount breaches 10% cap, NABARD may terminate the contract on account of unsatisfactory

performance of the Service Provider. A copy of Model SLA is enclosed in the Annexure-X of this RFP document. It shall be modified and shared with the selected service provider later on before signing.

6.10 Indemnification

a) The selected service provider shall indemnify, protect and save the Bank against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting from infringement of any law pertaining to patent, trademarks, copyrights, Intellectual Property Rights (IPR) etc. The format for Letter of Indemnity is given in Annexure - VII.

b) Selected service provider shall keep NABARD, its Successors, Assignees and Administrators fully indemnified and harmless against loss or liability, claims actions or proceedings, if any, that may arise from whatsoever nature caused to the Bank through the action of its employees, agents, contractors, sub-contractors etc.

c) The indemnification is only a remedy for NABARD. The Selected service provider is not absolved from its responsibility of complying with the statutory obligations as specified above. Indemnity would be limited to court awarded damages and shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by NABARD arising out of claims made by its customers and/or regulatory authorities.

d) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

6.11 Liability of The Selected service provider

a) Bank shall hold the selected service provider, its Successors, Assignees and Administrators fully liable against loss or liability, claims, actions or proceedings, arising out of non-fulfilment of any obligations under the contract.

b) Selected service provider shall be the principal employer of the employees, agents, contractors, subcontractors etc. engaged by Selected service provider and shall be vicariously liable for all the acts, deeds or things done by its employees, agents, contractors, sub-contractors etc., whether the same is within the scope of power or outside the scope of power, vested or instructions issued by the NABARD under the contract to be issued for this tender. Such liability of the Selected service provider will be restricted to the actual amount of the contract.

c) However, the selected service provider would be given an opportunity to be heard by NABARD prior to making of a decision in respect of such loss or damage.

List of categories where trials are allowed:

- Simulators
- Ship's propulsion machinery, radars and sensors, navigation equipment, communication equipment, RO plants, compressors, cranes, boats, Pilotless Target aircraft, pumps, dehumidifiers etc.
- Aircraft engine/generator/flight deck equipment/air conditioning system/radars
- Tank engine/ generator/ air conditioning system
- Bullet Proof Helmet, Bullet Resistance Jacket
- Drones
- All-Terrain Vehicles (ATV)
- **Communication Equipment for Defense:**
 - Radio Sets:**
 - HF/VHF/FM Manpack Radio
 - Vehicle Radio Set
 - Tactical Communication Systems:**
 - Software Defined Radio (SDR) Systems
 - VHF/UHF Tactical Communication Systems
 - Handheld Satellite Phones (e.g., Iridium)
 - Combat Net Radio (CNR) Systems
 - Satellite Communication Systems:**
 - Very Small Aperture Terminal (VSAT) Systems
 - Satellite Phones
 - Mobile Satellite Communication Systems
 - Command and Control Systems:**
 - Battlefield Management Systems (BMS)
 - Tactical Data Links
 - Encryption Devices (e.g., VINBAX)
 - Surveillance and Reconnaissance Communication:
 - Unmanned Aerial Vehicle (UAV) Communication Systems
 - Ground Control Stations (GCS) for UAVs
 - Remote Video Terminals (RVTs)
 - Electronic Warfare (EW) Communication:**
 - EW Communication Jamming Systems
 - Communication Intelligence (COMINT) Systems
 - Network Infrastructure:**
 - Field Deployable Communication Nodes
 - Tactical Communication Switches
 - Mobile Communication Shelters
 - Navigation and Positioning Systems:**
 - GPS Receivers
 - Navigation Systems for Vehicles and Personnel
 - Specialized Communication Equipment:**
 - Underwater Communication Systems
 - Special Forces Communication Gear
 - Mountain Warfare Communication Equipment
- Contamination Monitor

- Fiber Reinforced Plastic Boat with Motor (RIBs)
- Bukhari Improved Version
- Fire Fighting Equipment's as per DGQA specifications
- Victim Location System with Breaching System
- HDPE Boats
- Pontoon Boats
- Medical equipment
- **Engineering and Mining Equipment for Bomb Disposal Units:**
- Modular protection vehicles
- High Altitude Clothing including Snow Boots