

SUPREME COURT OF INDIA

Ref No. AI Solutions/2023/SCI

Dated: 23.05.2023

BID DOCUMENT

DESIGN, DEVELOPMENT, AND IMPLEMENTATION OF
ARTIFICIAL INTELLIGENCE (AI) SOLUTION, TOOLS FOR
TRANSCRIBING ARGUMENTS AND COURT PROCEEDINGS
AT SUPREME COURT OF INDIA

Note: - These documents contain total 73 pages including cover. No change and modification in the document by the bidder are permissible. Every page of the response must be signed and stamped before submission.

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BACKGROUND

The Supreme Court of India (SCI) is the Apex Court of the country and as per the Constitution of India, 1950, exercises appellate, original, and advisory jurisdiction. With Supreme Court of India being the highest constitutional Court, the Supreme Court is also the Court of record. The Judges of Supreme Court sit in Division Benches comprising of two and three Judges. As per Article 145(3) of the Constitution of India, 1950, the minimum strength of Judges to sit is five, to hear and decide a case involving a substantial question of law as to the interpretation of the Constitution of India or for the purpose of hearing any reference under Article 143 of the Constitution of India.

As per the latest figures published in the annual report, in the year 2022, 28,651 cases were filed, and 29,109 cases were disposed. As on March 01, 2023, there are over 47 main Constitution Bench matters and 416 connected matters pending before the Supreme Court of India.

The Supreme Court of India is at the helm of deploying information communication technology (ICT) tools to strengthen the right to access to justice and right to administration of justice. Artificial Intelligence (AI), machine learning, deep learning solution and tools can be utilized effectively for transcribing the oral arguments presented before the Court, court proceedings, and displaying the live transcription on monitors in the courtroom, almost on real-time basis. The transcription of arguments generated through AI, machine learning and deep learning solution and tools must be proof-read by qualified transcribers as the first line and thereafter by reviewers, who must proofread the same and remove any typographical errors, mistakes before forwarding the final version transcription to the Registry. The Supreme Court intends to publish the AI generated transcription on its official website and to share the same with the concerned Advocates through electronic mode.

The AI generated transcription of oral arguments and court proceedings must be available in file formats which are easily accessible on popular operating systems of computers such as desktops, laptops, electronic devices

– mobile phone, tablets, etc. and their integrity and security is retained as per the industry standards. The transcription generated must be in searchable format, PDF/A (for archiving and long-term preservation), HTML, Word Process, etc. The transcription generated through AI tools must bear time stamp and be capable of integration with video recordings of court proceedings. The AI tool to be deployed must have all the latest features, particularly, bookmarking, labels and markers for quick access and convenience. The AI tool must be capable to generate metadata and have a mechanism to share the transcription either through application programming interface (API) or any other latest mechanism as per the industry standards. The AI tool must also be capable to generate summarisation of transcription, be it speaker centric and/or party specific, etc. for further classification.

The AI tool for transcription of arguments and court proceedings shall initially be deployed for the Constitution Bench matters and with passage of time extendable to all matters, subject to the approval and directions of the concerned Court.

REQUEST FOR PROPOSAL

No. AI Solutions/2023/SCI

Dated: 23.05.2023

Supreme Court of India invites sealed bids in three cover systems (EMD, Technical Bid, and Financial Bid) from experienced and reputed firms/ organizations for Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India.

TIMELINE

<u>PROJECT MILESTONES</u>	<u>DATES</u>
Date of publication:	May 23, 2023
Date of Pre-bid Meeting:	June 12, 2023
Response to Queries by Registry:	June 19, 2023
Due Date:	July 10, 2023
Opening of EMD (₹1,00,000.00) & Technical Bids:	July 11, 2023
Evaluation of Technical Bids:	July 11 – July 19, 2023
Cut-off date, for intimating deficient information, if any:	July 19, 2023
Calling of deficient information, if any:	July 22 – 28 July, 2023
Evaluation of Technical Bids (post receipt of deficient information, if any):	July 31 – 19 August, 2023
Opening of Financial Bids:	23 August, 2023
Negotiation with L1 bidder:	28 August, 2023
Award of contract:	To be declared
Time for completion of the work/project:	Within 60 days from the award of contract

1. Bid document may be viewed online by interested and eligible Bidder from the Central Public Procurement Portal (CPPP), i.e., <https://eprocure.gov.in/eprocure/app> The bid document is also available

in the official website of Supreme Court of India, <https://main.sci.gov.in/> for reference.

2. Bidders are required to physically submit the sealed bids at the Reception Counter No. 17 of the Registry of the Supreme Court of India. These must be addressed to [Additional Registrar(Admin Material), Supreme Court of India, **Tilak Marg, New Delhi-110001**] **available on 011-23112561**.
3. All further notifications/amendments, if any shall be posted on the website of Supreme Court of India, <https://main.sci.gov.in> only. *No separate communication shall be made with individual Bidder.*
4. All other terms and conditions for submission of bid are contained in this document. If the date of submitting /opening of the Bid is declared as holiday, then the bids shall be submitted / opened on next working day.

Address for communication:

SUPREME COURT OF INDIA
1, Tilak Marg, New Delhi-110001
t: +91-11-23115864
e: adreg.anilsharma@sci.nic.in
w: www.sci.gov.in

For **clarification purposes** only, the Purchaser's address is:

Kind Attention: **Additional Registrar (Admn. Materials)**

Street Address:1, Tilak Marg

City: New Delhi PIN Code: 110001

Country: India

Telephone: +91-11-23115864

email:- adreg.anilsharma@sci.nic.in

PART 1 – Bidding Procedures

Section – I Instructions to Bidder

A. General

- 1. Scope of Bid** 1.1 In support of the Invitation for Bids indicated in the Bid Data Sheet (BDS), the Purchaser, as indicated in the BDS, issues this Bidding Document for Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India and related services incidental thereto as specified in Section VI, Schedule of Supply (SS). The name, identification, and number of lots of the National Competitive Bidding (NCB) are provided in the BDS.
- 1.2 Throughout this Bidding Document:
- (a) The term “in writing” means communicated in written form with proof of receipt.
 - (b) If the context so requires, singular means plural and vice versa; and
 - (c) “Day” means calendar day.
- 2. Source of Funds** 2.1 The source of funds is from Supreme Court of India, New Delhi.
- 3. Eligible Bidder** 3.1 A Bidder may be a natural person, private entity, Government-Owned entity, or any combination of them with a formal intent to enter into an agreement or under an existing agreement in the form of a Joint Venture (JV). In the case of a JV:
- (a) all parties to the JV shall be jointly and severally liable; and

- (b) A JV shall nominate a Representative who shall have the authority to conduct all businesses for and on behalf of all the parties of the JV during the bidding process and, in the event the JV is awarded the Contract, during contract execution.
- 3.2 A Bidder, and all parties constituting the Bidder, shall have the nationality of an eligible country, in accordance with Section V, Eligible Countries. A Bidder shall be deemed to have the nationality of a country if the Bidder is a citizen or is constituted, or incorporated, and operates in conformity with the provisions of the laws of that country. This criterion shall also apply to the determination of the nationality of proposed subcontractors or Bidders for any part of the Contract including related services.
- 3.3 A firm that is under a declaration of *ineligibility* by the Supreme Court of India or any Govt. organisation shall be disqualified.
- 3.4 Government-owned enterprises in the Purchaser's country shall be eligible only if they can establish that they are legally and financially autonomous and operate under commercial law, and that they are not a dependent agency of the Purchaser.
- 3.5 Bidder shall provide such evidence of their continued eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.

B. Contents of Bidding Document

- 4. Sections of the Bidding Document** 4.1 The Bidding Document consist of Parts 1, 2, and 3, which include all the Sections indicated

below, and should be read in conjunction with any Addenda issued in accordance with ITB.

PART 1 Bidding Procedures

- *Section I. Instructions to Bidder (ITB)*
- *Section II. Bid Data Sheet (BDS)*
- *Section III. Evaluation and Qualification Criteria*
- *Section IV. Bidding Forms*
- *Section V. Eligible Countries*

PART 2 Supply Requirements

- *Section VI. Schedule of Supply*

PART 3 Contract

- *Section VII. General Conditions of Contract (GCC)*
- *Section VIII. Special Conditions of Contract (SCC)*
- *Section IX. Contract Forms*
- *Section X. Terms & Conditions for participation.*

4.2 The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.

4.3 The Purchaser is not responsible for the completeness of the Bidding Document and its addenda if they were not obtained directly from the purchaser.

4.4 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Document. Failure to furnish all information or documentation required by the

Bidding Document may result in the rejection of the Bid.

5. Clarification of Bidding Document

5.1 A prospective Bidder requiring any clarification of the Bidding Document shall email their queries on the email ID : adreg.anilsharma@sci.nic.in The responses, if any, shall be uploaded on the official website from time to time. No individual responses shall be posted.

6. Amendment of Bidding Document

6.1 At any time prior to the deadline for submission of the Bids, the Purchaser may amend the Bidding Document by issuing addendum OR corrigendum.

6.2 Any addendum issued shall be part of the Bidding Document and shall be communicated in writing to all who have obtained the Bidding Document directly from the Purchaser. The addendum /corrigendum shall be published in the official website of the Supreme Court of India.

6.3 To give prospective Bidder reasonable time in which to take an addendum into account in preparing their Bids, the Purchaser may, at its discretion, extend the deadline for the submission of the Bids, pursuant to ITB.

C. Preparation of Bids

7. Cost of Bidding

7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Purchaser shall not be responsible or liable

for those costs, regardless of the conduct or outcome of the bidding process.

8. Language of Bid

8.1 The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.

**9. Documents
Comprising the Bid**

9.1 The Bid shall comprise containing the Technical Proposal and Price Proposal.

9.2 Initially, only the Technical Proposals are opened at the address, date and time specified in ITB. The Technical proposals are evaluated by the Purchaser. No amendments or changes to the Technical Proposals are permitted. Bids with Technical Proposals which do not conform to the specified requirements will be rejected as disqualified Bids. If the Competent Authority deems fit to call for any information identified to be deficient in the bid(s), then the Registry reserves the right to call for such deficient information from the bidder(s).

9.3 Price Proposals of technically compliant Bids are opened in public at a date and time advised by the Purchaser. The Price Proposals are evaluated, and the Contract is awarded to the

Bidder whose Bid has been determined to be the lowest evaluated substantially responsive Bid.

9.4 The Technical Proposal shall contain the following: -

- (a) Technical Proposal Submission Sheet.
- (b) Bid Security, in accordance with ITB.
- (c) Written confirmation authorizing the signatory of the Bid to commit the Bidder, in accordance with ITB.
- (d) Documentary evidence in accordance with ITB establishing the Bidder's eligibility to bid.
- (e) Documentary evidence in accordance with ITB that the hardware, software, and Related Services to be supplied by the Bidder are of eligible origin.
- (f) Documentary evidence in accordance with ITB that the hardware, software, and Related Services conform to the Bidding Document.
- (g) Documentary evidence in accordance with ITB establishing the Bidder's qualifications to perform the contract if its Bid is accepted; and
- (h) Any other document required in the BDS.

**10. Bid Submission
Sheets and Price
Schedules**

10.1 The Bidder shall submit the Technical Proposal and the Price Proposal using the appropriate Submission Sheets furnished in Section IV,

Bidding Forms. These forms must be completed without any alterations to their format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

10.2 The Bidder shall submit, as part of the Price Proposal, the Price schedule for Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings, according to their origin as appropriate, using the forms furnished in Section IV, Bidding Forms.

11. Alternative Bids 11.1 Unless otherwise indicated in the BDS, alternative bids shall not be considered.

12. Documents 12.1 To establish its qualifications to perform the Contract, the Bidder shall submit as part of its Technical Proposal the evidence indicated for each qualification criteria specified in Section III, Evaluation and Qualification Criteria.

Establishing the Qualifications of the Bidder

13. Period of Validity of Bids 13.1 Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

13.2 In exceptional circumstances, prior to the expiration of the bid validity period, the Purchaser may request Bidder to extend the period of validity of their Bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB, it shall also be extended for a corresponding

period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its Bid.

14. Bid Security

- 14.1 Unless otherwise specified in the BDS, the Bidder shall furnish as part of its Technical Proposal, a Bid Security and in the amount and currency specified in the BDS.
- 14.2 If a bid Security is required in accordance with ITB, any Bid not accompanied by a substantially responsive Bid Security in accordance with ITB, shall be rejected by the Purchaser as non-responsive.
- 14.3 The Bid Security of unsuccessful Bidder shall be returned as promptly as possible upon the successful Bidder furnishing the Performance Security pursuant to ITB as per approval by the Registrar (Admin).
- 14.4 The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the Contract and furnished the required Performance Security.
- 14.5 The Bid Security may be forfeited:
 - (a) if a Bidder withdraws its Bid during the period of bid validity as specified in ITB, except as provided in ITB; or
 - (b) if the successful Bidder fails to:
 - (i) Sign the Contract in accordance with ITB.

(ii) Furnish a Performance Security in accordance with ITB; or

14.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent mentioned in ITB.

**15.Format and Signing
of Bid**

15.1 The Bidder shall prepare one original of the Technical Proposal as described in ITB and clearly mark "*ORIGINAL - TECHNICAL PROPOSAL*"

15.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder. This authorization shall consist of a written confirmation as specified in the BDS and shall be attached to the Bid. The name and position held by each person signing the authorization must be typed or printed below the signature. All pages of the Bid, except for unamended printed literature, shall be signed or initialled by the person signing the Bid.

15.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialled by the person signing the Bid.

D. Submission and Opening of Bids

- 16. Sealing and Marking of Bids**
- 16.1 The Bidder shall enclose the original of the Technical Proposal containing the documents.
- 16.2 The envelopes shall:
- (a) Bear the name and address of the Bidder.
 - (b) Be addressed to the Purchaser in accordance with ITB; and
 - (c) Bear the specific identification of this bidding process indicated in the BDS.
- 16.3 The envelopes containing the Technical Proposals shall bear a warning not to open before the time and date for the opening of Technical Proposals, in accordance with ITB.
- 16.4 If envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.
- 17. Deadline for Submission of Bids**
- 17.1 Bids must be received by the Purchaser at the address and no later than the date and time indicated in the BDS.
- 17.2 The Purchaser may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Document in accordance with ITB, in which case all rights and obligations of the Purchaser and Bidder previously subject to the deadline shall thereafter be subject to the deadline as extended.

18.Late Bids

18.1 The Purchaser shall not consider any Bid that arrives after the deadline for submission of Bids, in accordance with ITB. Any Bid received by the Purchaser after the deadline for submission of Bids shall be declared late, rejected, and returned unopened to the Bidder.

19.Withdrawal, Substitution, and Modification of Bids

19.1 A Bidder may withdraw, substitute, or modify its Bid after it has been submitted by sending a written Notice, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB (except that withdrawal notices do not require copies). The corresponding substitution or modification of the bid must accompany the respective written notice. All Notices must be: -

- (a) Submitted in accordance with ITB (except that Withdrawal Notices do not require copies), and in addition, the respective inner and outer envelopes shall be clearly marked "Withdrawal," "Substitution," "Modification"; and
- (b) Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB.

19.2 No Bid shall be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified in ITB or any extension thereof.

20.Bid Opening

20.1 The Purchaser shall conduct the opening of Technical Proposals in the presence of Bidder'

representatives who choose to attend, at the address, date and time specified in the BDS.

20.2 The Price Proposals will remain unopened and will be open later after evaluation of technical bid. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser.

20.3 At the end of the evaluation of the Technical Proposals, the Purchaser will invite Bidder who have submitted substantially responsive Technical Proposals and who have been determined as being qualified for award to attend the opening of the Price Proposals. The date, time, and location of the opening of Price Proposals will be advised in writing by the Purchaser. Bidder shall be given reasonable notice of the opening of Price Proposals.

20.4 The Purchaser shall conduct the opening of Price Proposals of all Bidders who submitted substantially responsive Technical Proposals, in the presence of Bidder representatives who choose to attend at the address, date and time specified by the Purchaser.

E. Evaluation and Comparison of Bids

21. Confidentiality

21.1 Information relating to the examination, evaluation, comparison, and post qualification of Bids, and recommendation of contract award, shall not be disclosed to Bidder or any other persons not officially concerned with

such process until information on Contract award is communicated.

21.2 Any attempt by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post qualification of the Bids or Contract award decisions may result in the rejection of its Bid.

22. Clarification of Bids 22.1 To assist in the examination, evaluation, comparison and post-qualification of the Bids, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid.

23. Responsiveness of Technical Proposal 23.1 The Purchaser's determination of the responsiveness of a Technical Proposal is to be based on the contents of the Technical Proposal itself.

23.2 A substantially responsive Technical Proposal is one that conforms to all the terms, conditions, and specifications of the Bidding Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

(a) Affects in any substantial way the scope, quality, or performance of the hardware, software and Related Services specified in the Contract; or

- (b) Limits in any substantial way, inconsistent with the Bidding Document, the Purchaser's rights, or the Bidder's obligations under the Contract; or
- (c) If rectified would unfairly affect the competitive position of other Bidder presenting substantially responsive Technical Proposals.

23.3 If a Technical Proposal is not substantially responsive to the Bidding Document, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**24. Non-conformité,
Errors and
Omissions**

24.1 Provided that a Technical Proposal is *substantially* responsive, the Purchaser may waive any non-conformity or omission in the Bid that does not constitute a material deviation.

24.2 Provided that a Technical Proposal is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period, to rectify nonmaterial, nonconformities or omissions in the Technical Proposal related to documentation requirements. Such omission shall not be related to any aspect of the Price Proposal of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

24.3 Provided that a Technical Proposal is substantially responsive, the Purchaser will rectify nonmaterial nonconformities or omissions. To this effect, the Bid Price shall be adjusted during evaluation of Price Proposals, for comparison purposes only, to reflect the price of the missing or non-conforming item or component. The adjustment shall be made using the method indicated in Section III, Evaluation and Qualification Criteria.

**25.Preliminary
Examination
of Bids**

25.1 The Purchaser shall examine the Technical Proposal to confirm that all documents and technical documentation requested in ITB have been provided, and to determine the completeness of each document submitted.

25.2 The Purchaser shall confirm that the following documents and information have been provided in the Technical Proposal. If any of these documents or information is missing, the offer shall be rejected.

(a) Technical Proposal Submission Sheet in accordance with ITB.

(b) Written confirmation of authorization to commit the Bidder.

(c) Bid Security and

**26.Examination of
Terms and
Conditions;
Technical
Evaluation**

26.1 The Purchaser shall examine the Bids to confirm that all terms and conditions specified in the GCC, and the SCC have been accepted by the Bidder without any material deviation or reservation.

26.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB, to confirm that all requirements specified in Section VI, Schedule of Supply of the Bidding Document have been met without any material deviation or reservation.

26.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Technical Proposal is not substantially responsive in accordance with ITB, it shall reject the Bid.

27.Comparison of Bids 27.1 The Purchaser shall compare all substantially responsive bids to determine the lowest-evaluated bid, in accordance with ITB.

28.Post qualification of the Bidder 28.1 The Purchaser shall determine to its satisfaction during the evaluation of Technical Proposals whether Bidder are qualified to perform the Contract satisfactorily.

28.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB, to clarifications in accordance with ITB and the qualification criteria indicated in Section III, Evaluation and Qualification Criteria. Factors not included in Section III, Evaluation and Qualification Criteria shall not be used in the evaluation of the Bidder's qualification.

29.Purchaser's Right to Accept Any Bid, 29.1 The Purchaser reserves the right to accept or reject any Bid, and to annul the bidding process

**and to Reject Any
or All Bids**

and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the Bidder.

F. Award of Contract

30.Award Criteria

30.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated Bid and is substantially responsive to the Bidding Document, provided further that the Bidder has remained qualified to perform the Contract satisfactorily. A formal contract document shall be endorsed by both the parties in safeguard of contractual interests and obligations on both sides.

30.2 A Bid shall be rejected if the qualification criteria as specified in **Section-III**, Evaluation and Qualification Criteria are no longer met by the Bidder whose offer has been determined to be the lowest evaluated Bid. In this event the Purchaser shall proceed to the next lowest evaluated Bid to make a similar reassessment of that Bidder's capabilities to perform satisfactorily.

31.Signing of Contract

31.1 Promptly after notification, the Purchaser shall send to the successful Bidder the Agreement and the Special Conditions of Contract.

31.2 Within 28 (twenty-eight) days of receipt of the Agreement, the successful Bidder shall come and execute the contract with the purchaser.

**32.Performance
Security**

32.1 Within 28 (twenty-eight) days of the receipt of notification of award from the Purchaser, the

successful Bidder shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX, Contract Forms, or another form acceptable to the Purchaser.

32.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

Section – II

Bid Data Sheet (BDS)

A. Introduction	
1	The Purchaser is: Supreme Court of India, New Delhi
2	The name of the NCB is: Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India.
3	The name of the Project is: Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India.
4	The Bidder is required to include with its Bid, details of the Software and related services that is to be used for the successful implementation of the Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings.
B. Bidding Document	
1	For <u>clarification purposes</u> only, the Purchaser's address is: Kind Attention: Additional <u>Registrar(Admn Materials)</u> Street Address:1, Tilak Marg City: <u>New Delhi</u> PIN Code: 110001 Country: <u>India</u> Telephone: 011-23115864 Electronic mail address:- adreg.anilsharma@sci.nic.in
C. Preparation of Bids	
1	The language of the Bid is: <u>English</u>
2	The Bidder shall submit with its Technical Proposal the following additional documents compulsorily :

	<p>* Approach to the design, development, and implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings.</p> <p>* Proto-type testing methodology.</p> <p>* Proof of concept (PoC)</p> <p>* Training Plan.</p> <p>* Facility Management (post-implementation) support plan.</p> <p>*Any other documents / details as per the bid document.</p>
3	The Bidder shall submit with its Price Proposal (BOQ) the details of all applicable taxes/ duties.
4	Alternative Bids / Solution are not permitted in this bid.
5	The prices quoted by the Bidder shall be: <u>Fixed</u>
6	The currency of the Bid shall be: <u>Indian Rupees</u>
7	The bid validity period shall be <u>180 days</u> .
8	The EMD of <u>₹1,00,000/- (Rupees One Lakh Only)</u>
9	The Performance Security shall be 5% of the contract price.

D. Submission and Opening of Bids	
1	The written confirmation of Authorization to sign on behalf of the Bidder shall consist of <u>a Power of Attorney.</u>
2	The identification of this bidding process is: Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings.

3	Date of Pre-Bid meeting: -- June 12, 2023, 11:30 A.M. in the Meeting Room, Supreme Court of India, New Delhi. No TA shall be given for attending the pre-bid meeting.
4	Last date and time of submission of hardcopy of proposal (mandatory): -- <u>July 10, 2023 before 03:00 P.M.</u>
5	Date and time of opening of the technical Bids: -- July 11, 2023 at 11:00 A.M. (next day in the Registry)
6	Date and time of opening of the financial Bid of qualified bidder: -- August 23, 2023, at 03:00 P.M. Note: Names of the technically qualified bidders shall be intimated on the SCI' website.

SECTION – III EVALUATION AND QUALIFICATION CRITERIA

Multiple Contracts

Multiple contracts and subcontracting are not permissible. There will be a single contract to the delivery of the “**scope of work**”.

Technical Criteria:-

The proposals received will be assessed by the *evaluation committee* as per below procedure, to ascertain the best offer assigning due weightage to 'Technical' and 'Financial' proposals. The weightage given to the proposals will be as below:

S.No.	Proposals	weightage	Marks obtained
1.	Technical Proposal	70%	X
2.	Financial Proposal	30%	Y
	Total.	100%	X+Y

Only those Bidder who score more than or equal to 70 marks in the 'Technical Proposal' shall qualify for the consideration of opening of their 'Financial Proposal'.

Bidder who scores maximum marks (X+Y) from 'Technical' & 'Financial' proposals together shall be considered for acceptance of the bid.

Technical Proposal:

- Technical proposal submission sheet should be duly filled as in '*Schedule IV – Bidding Forms*' of this contract.

- Technical proposals are to be accompanied by certified copies of valid documents. If the required documents are not attached, it will be assumed that the bidder is not qualified for that criterion and no marks will be awarded for that criterion.

The evaluation committee constituted by the, **Supreme Court of India** will evaluate the technical proposal documents.

Evaluation criteria for Technical Proposal

S. No.	Criteria	Score
A	Organisation	15%
	Company profile Established/Incorporation date (Copy of registration or incorporation) under Companies Act, 1956.	3%
	Quality certification - ISO 9001	3%
	Minimum CMMi level III Certification or above in software processes	3%
	ISO 27001 Certification	3%
	ISO 20000:1 Certification	3%
B	Experience	20%
	Company's relevant experience in similar AI system implementation (minimum 2 implementations of AI system of similar nature in large organizations)	20%
C	Approach and methodology proposed including work plan	45%
	(i) Technical approach and methodology	10%
	(ii) Work Plan	5%
	(iii) Organisation and staffing	5%
	(iv) Security and privacy features	10%
	(v) Seamless integration of transcription with video recordings, audio only recordings, etc.	15%

D	System requirements	20%
	Meeting functional requirements of Supreme Court of India (features like labelling, bookmarking, summarisation, etc.)	20%
	Total	100%

- Supreme Court of India reserves the right to accept or reject any technology/ solution proposed by the bidder.
- Supreme Court of India reserves the right to visit the bidder's offices/sites before evaluating the solution offered.
- Supreme Court of India reserve to right to invite only those Bidders for presentation which are found suitable for the project.

Financial Criteria:

In the second phase, the Evaluation Committee shall assess the financial proposals for those Bidders, who qualified the technical criteria.

For identifying the lowest bidder, the formula given below shall be adopted –

<p>$S_f = 100 \times F_m / F_n$</p> <p>Where, S_f is the financial score; F_m is the lowest price, and F_n the price of the proposal under consideration.</p>
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Eligibility / Qualification Criteria:

- Bidder should be a company incorporated under Indian Companies Act, 1956 and/or Companies Act 2013, or a Govt. / Semi Govt. Concern or Govt. Society.
- Bidder should have specific implementation experience of a similar size, preferably in a Public/ Government sector. Private sector implementation experience in significantly large projects would be considered, if there is no public sector experience. Preference shall be given to Organization having similar Govt. Project Experience.
- **Bidder should have a minimum 02 years of proven generic experience in providing Artificial Intelligence (AI) System in Indian and/or global market.**
- Bidder technical approach, methodology, work plan and team experience should highlight the bidder's previous experience particularly in implementation of similar system.
- Quality certification (ISO 9001), Minimum CMMi level –III and national or international accreditations or awards would strengthen the bidder's case of their previous experience and success.
- Bidder should have their own development, maintenance and support infrastructure facilities in India including but not limited to adequate technical manpower and support centres.
- Bidder should not have been blacklisted by any Govt/PSU/Reputed Listed company for corrupt or fraudulent

practices or non-delivery, non-performance in the last three years.

- Bidder should be committed to the project and ensure direct involvement of senior personnel from the Bidder, providing inputs, guidance, and support at the time of the implementation, customization, training, and commissioning throughout the duration of the contract.
- Bidder should have valid PAN, GST Number, latest GST return. These documents should be in the name of bidder only and not that of group/sister organizations. In other words, the name of the bidder should be the same in all the documents submitted.
- Bidder must have developed their own AI solution. **No collaboration or joint venture with any third party platform will be allowed.**

Capacity:

- Bidder should list their success and delivery of previous projects of similar size and nature to confirm their capacity to deliver this project.
- Any credible, independently documented evidence including press releases or acknowledgements of successful implementation of previous projects of similar size would be useful in evaluation.
- **Bidder should provide nominated contact references from previous clients for verification.**

Section – IV Bidding Forms

TECHNICAL PROPOSAL SUBMISSION SHEET

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No.: (if any)
- (b) We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India
- (c) Our Bid shall be valid for a period of **180 days** from the date fixed for the bid submission deadline in accordance with the Bidding Document, and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
- (d) If our Bid is accepted, we commit to obtain a Performance Security in the amount of **5%** of the Contract Price for the due performance of the Contract.
- (e) We are not participating, as Bidder, in more than one Bid in this bidding process.
- (f) Our firm, its affiliates, or subsidiaries, including any subcontractors or Bidders for any part of the Contract, has not

Seal and Sign of bidder

been declared ineligible by the State Government / Government of India.

- (g) We understand that this Bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal Contract is prepared and executed.
- (h) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.
- (i) Supreme Court of India has full right to accept or reject any bid.

Name _____

Designation_____

Signed_____

Duly authorized to sign the Bid for and on behalf of

Date_____

Price Proposal Submission Sheet

(Sign and stamp each page)

Date: _____

NCB No.: _____

Invitation for Bid No.: _____

Alternative No.: _____

To: _____

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Document, including Addenda No. (if any):

We offer to supply in conformity with the Bidding Document and in accordance with the delivery schedule specified in Section VI, Schedule of Supply, the following software and related Services for Design, Development and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings to the specific requirements of the Supreme Court of India; provide training to staff on the functionalities and system use along with **four year of support from the date of deployment of the application.**

Name _____

Designation_____

Signed_____

Duly authorized to sign the Bid for and on behalf of _____

Date_____

PRICE BID (BOQ)
(Sign and stamp each page)

SECTION - A

S.No.	Description	(a) Price	(b) GST (%) with Amt. in INR	(c) Net Price (a)+(b)=(c)
1.	AI Tool and Solution Development prices – Cost of development of AI solution and tool (including installation and commissioning)			
2.	Manpower cost on yearly basis Support on annual basis for training, handholding of manpower of SCI, provisioning of transcribers, reviewers, technical support, etc.			
3.	Upgradation and Change request note – Support for bug fixing, upgradation of solution, tools, software (Annual rates are to be quoted)			
	Total Bid price			

Note:

- Supreme Court of India reserve full right to accept or reject any bid, without assigning any reason.
- The bids should be hard bound with proper indexing and paging.

Section – V Scope of Work

- a. The Supreme Court of India wishes to leverage artificial intelligence, machine learning, deep learning for transcribing arguments and court proceedings and to automatize the processes workflow of the Registry to bring in transparency, streamlining and quick turnaround of all ancillary tasks.
- b. By and large, the scope can be described as:
 - i. Transcribing of arguments and court proceedings on real time basis and displaying the same on monitors in the courtroom.
 - ii. Proof reading of the transcription generated in above manner and sharing the same with the designated officer(s) of the Registry.
 - iii. The transcription generated primarily must be in English language. However, the transcription generated must also be capable of being translated into the languages stated in the Eight Schedule of the Constitution of India, 1950.
 - iv. The AI tool to be developed and deployed must have an advance level of natural language processing, to understand legal terms, documents, petitions, judgments, etc. and to automatically classify them in the relevant specialization.
 - v. The AI tool to be developed and deployed must have software and machine learning capabilities, to build a sophisticated hierarchy of classification models to analyse the contents of documents transcribed contained in unstructured text, rich text, html, PDF documents, to have a prediction, intelligent processing, smart classification, content extraction and summarization.
 - vi. The AI tool must be capable of constant upgrade, equipped with latest security features. Such AI tool shall undergo VAPT and other security audits from CERT-IN empanelled agency.
- c. The entire assignment consists of three parts:
 - i. Automation of the transcribing arguments and court proceedings of SCI as detailed in the section titled and captioned as 'Background'.

- ii. Support for entire duration of the term of the contract on annual basis, which will include training of manpower of SCI in operating and running the software (read as solution).
 - iii. Support for bug fixing and upgradation of the solution on annual basis.
- d. The SCI initially intends to deploy the AI tool in the court rooms where the Constitution Bench matters shall be listed for hearing.
 - e. The source code and proprietorship of the AI solution shall vest with SCI and no advertisement/publication through any media shall be made by the bidder without written consent of the SCI.
 - f. The AI solution and tools will be hosted on the server(s) of the Supreme Court of India, which can be on-prem and/or cloud, and if the solution is server-less, then the same shall remain within the control of the Supreme Court of India. AI tool shall not use any external APIs, tools or packages developed by third parties, which are not free and open source, to avoid any dependency on its functioning.
 - g. The bidder will provide adequate human resource support i.e., at least one manpower for each court room for the entire duration of the term of the contract, which will include training of manpower of SCI in operating and running the AI solution. Needless to mention that the manpower deputed shall be well versed and technically competent for troubleshooting, continuous upgradation of AI solution.
 - h. Audio-video recording of 05 cases will be provided to the Bidder, to enable understanding the assignment.
 - i. The bidder shall adhere to strict and no policy of sharing any data with third party pertaining to the development, deployment of the AI tool and under no circumstances, the transcription generated be shared with third party. Any failure to comply with this condition precedent shall attract legal and penal consequences as per the applicable laws, including termination of contract and blacklisting of organisations.
 - j. Notwithstanding the scope of work, provisioning of services and solutions stated in this document, any equipment or material or technical

services which might not be even specifically mentioned under the scope of work and/or which are not expressly excluded therefrom but which – in view of the bidder - are necessary for the optimum performance of the AI tool, the same are deemed to be included in the bid and has to be performed by the bidder.

- k. The AI solution may be further upgraded to record the arguments and court proceedings of a case so that the bidder will not use any restrictive technology that prevents other vendors hired and engaged by the Registry of Supreme Court of India, to work on the AI tool, solution provided by them to SCI in the future.
- l. SCI may or may not assign the work of annual maintenance/upgradation of AI tools, solution to the same entity once the solution is stabilized. However, SCI will prefer the same entity yet in case some other entity is engaged for the maintenance/upgradation work, then the shortlisted entity will assist smooth takeover by the new entity, which may require some technical inputs. In such a case, the SCI will compensate the entity suitably for the same and the compensation decided by the Competent Authority of SCI shall be final and binding.
- m. The AI tools and solution shall be operationalized on turnkey basis i.e., within 60 days from the date of issuance of purchase order (PO)/letter of intent (LoI).
- n. The bidder shall provide comprehensive support for trouble-free operation of AI tool and solution for a minimum period of four years after commissioning and successful testing and taking over. During this period, it will be the responsibility of the bidder to maintain, support and ensure uninterrupted availability of the same.
- o. The bidder will provide a single point of contact detail with escalation matrix and service level agreement (SLA) agreed by the SCI Registry with all penalty clauses.
- p. The bidder shall be responsible for all risks to its deployed manpower as per its obligation under the contract and shall make good at their own expenses, all losses, and damages whether to the systems or any other

property of the SCI or the lives, persons, or property of SCI. The bidder shall reimburse such costs immediately to the Registry.

- q. The bidder shall provide necessary training for smooth operation of AI tool, solution to the designated officials and officers of SCI free of cost.
- r. The bidder shall undertake preventive maintenance of any equipment deployed for the regular performance, enhancement of performance of AI tool, solution and the same shall always be done under the information and supervision of the Branch Officer, Computer Cell.
- s. The bidder will ensure that only highly trained and qualified staff/employees are deputed for discharging the scope of work under this bid document.
- t. The bidder shall be solely responsible to bring all the requisite hardware and software for the solution proposed. For clarity, the exhaustive list of hardware may include laptop/desktop computers, microphones, cables, screens, headphones, etc., to be arranged by the vendor.
- u. SCI will provide only live feed of audio-visual of the court proceeding through live-streaming linkage.
- v. The bidder shall ensure that all equipment they bring on to the site has been inspected and serviced in accordance with legal requirements and manufacturer's or Bidders' instructions.
- w. The bidder shall be responsible and accountable for the following:
 - i. Keep tools in good condition.
 - ii. Report to the SPOC any unsafe or unhealthy condition or any defects in any of the equipment.
 - iii. Develop a concern for safety for themselves and others.
 - iv. Not to operate any item of SCI unless they have been specifically trained and/or are authorized to do so.
- x. If the bidder needs to carry out any major upgradation due to a change of technology, the bidder shall take the prior written permission of the Registry before commencement of such works.

- y. The Registry shall not be responsible; however, the bidder at its own cost shall also arrange, secure, and maintain the insurance covers of hardware & manpower provided.
- z. The bidder must ensure that the provided AI solution and tools shall be compatible with the Supreme Court existing computer systems being used at present. In case, a new type and version of computer desktops and/or software will be needed, then it will be mentioned specifically during the pre-proposal meeting so that same is procured in time. The cost of Computers and related general software are not part of this bid.
- aa. The bidder must submit a detailed project report with all escalation matrix as per the satisfaction of the nodal officer appointed by the Competent Authority on the deployment and daily functioning of the AI tool and solution.
- bb. The bidder must submit weekly and monthly reports regarding the project implementation and tasks performed. The format of the reports must be approved and settled by the nodal officer of the Registry, SCI.

Approach:

- Creating Corpus
- Framework
- NLP Models
- Authentication mechanism for interaction with servers
- Handling API calls
- Rendering JSON to display output.

Development Considerations:

- Extract, transform, load (ETL) jobs should be developed in such a way that it can run independently or can be integrated in any Application Program Interface (API) with minimum effort.
- Application should be designed in such a way that changing database should have minimum impact on application development.
- Application should be developed in agile way to have better visibility of application at development stage.

- UI should be responsive in nature and should work on tablets, computer systems (on varied operating systems (OS) and not OS dependent) and standard screen sizes and should be reflowable.
- Application should be secure and robust.
- Application should be scalable without any change at code level.

Security Features: The solution offered by the bidder must have all security features as per the industry standards keeping in mind hosting and deployment on cloud and/or on-premises. Broadly, the security features must cover:

- i. **Code level security:**
 - SQL Injection
 - XSS attacks
 - Customized error message
 - Server-Side validation/form validation
 - Strong password mechanism
 - Restricting file uploads for file types and size
 - API authentication
 - Encryption of important data
 - Logging and Exception handling
- ii. **Server level security:**
 - SSL integration
 - Firewall
 - Up to date software versions
 - DDOS Prevention
 - Logging
- iii. **Application-level security:**
 - Secure login access
 - Restricted access as per role
 - Audit trail

- a. **Training**
 - Business Process Owner and Key user training
 - User Manual
 - End user training on technology enhancements and application workflow as per Business process

PART 2 Supply Requirements

Section – VI Schedule of Supply

Indicative Delivery and Completion Schedule

The below is an indicative delivery schedule of supply from the date of contract:

A. – Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India

Item No.	Description	Delivery Schedule (Duration)	Location	Approximate payment to be made
1.	Development of SRS and SDD	15 days	Supreme Court of India, New Delhi	10% of contract amount
2.	Development of Prototype model.	15 days	Supreme Court of India, New Delhi	10% of contract amount
3.	Final Software Development and deployment	15 days	Supreme Court of India, New Delhi	50% of contract amount
4.	Training (including fixing of any gaps/issues)	15 days	Supreme Court of India, New Delhi	20% of contract amount

Note: In each instance, the payment shall be released upon issuance of a Satisfactory Working Report by Computer Cell.

10% balance payment shall be released after two months of completion of successful maintenance period of four years.

No advance payment shall be made.

Part 3 CONDITIONS OF CONTRACT AND CONTRACT FORMS AND PROCEDURE FOR PARTICIPATION

Section – VII General Conditions of Contract

1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) “Asset” means all the computer hardware items, stationary items of the Supreme Court of India as per requirement of the Supreme Court of India.
- (b) “Contract” means the Agreement entered between the Purchaser and the Bidder/Vendor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- (c) “Contract Documents” means the documents listed in the Agreement, including any amendments thereto.
- (d) “Contract Price” means the price payable to the Bidder as specified in the Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- (e) “Completion” means the fulfillment of the Related Services by the Bidder in

accordance with the terms and conditions set forth in the Contract.

- (f) "Day" means calendar day.
- (g) "Delivery" means the transfer of the hardware, software, and related services from the Bidder to the Purchaser in accordance with the terms and conditions set forth in the Contract.
- (h) "Eligible Countries" means the countries and territories eligible as listed in Section V.
- (i) "Files" means all relevant files of the Supreme Court of India.
- (j) "GCC" mean the General Conditions of Contract.
- (k) "Hardware" means the hardware installed in the Supreme Court of India.
- (l) "ITB" means Invitation to Bid.
- (m) "Purchaser's Country" is the country specified in the Special Conditions of Contract (SCC).
- (n) "Purchaser" means the Supreme Court of India.
- (o) "Related Services" means the services incidental and related to it.

- (p) "SCC" means the Special Conditions of Contract.
- (q) "Subcontractor" means any natural person, private or government entity, or a combination of the above, including its legal successors or permitted assigns, to whom any part of the hardware, software, and related services to be supplied/installed or execution of any part of the Related Services is subcontracted by the Bidder.
- (r) "Bidder" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Agreement and includes the legal successors or permitted assigns of the Bidder.
- (s) "Software" means the software that is to be supply and developed for implementation of the project as mentioned in the bid.

2. Contract Documents

2.1 Subject to the order of precedence set forth in the Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

3. Language

3.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Bidder and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the SCC, in which case, for purposes of interpretation of the Contract, this translation shall govern.

3.2 The Bidder shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.

4. Joint Venture, Consortium or Association

4.1 Unless otherwise specified in the SCC, if the Bidder is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

5. Eligibility

5.1 The Bidder shall have the nationality of an eligible country. A Bidder or contractor shall be deemed to have the nationality of a country if it is a citizen or constituted or incorporated and

operates in conformity with the provisions of the laws of that country.

6. Notices

6.1 Any Notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.

6.2 A Notice shall be effective when delivered or on the Notice’s effective date, whichever is later.

7. Governing Law

7.1 The Contract shall be governed by and interpreted in accordance with the laws of the Purchaser’s country, unless otherwise specified in the SCC.

8. Settlement of Disputes

8.1 The Purchaser and the Bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2 If the parties fail to resolve such a dispute or difference by mutual consultation within twenty-eight (28) days from the commencement of such consultation, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the SCC.

9. Scope of Supply

9.1 Subject to the SCC, the hardware, software, and Related Services to be supplied shall be as specified in Section VI, Schedule of Supply.

9.2 Unless otherwise stipulated in the Contract, the Scope of Supply/work shall include all such items/services not specifically mentioned in the Contract but that can be reasonably inferred from the Contract as being required for attaining Delivery and Completion of the hardware, software, and Related Services as if such items were expressly mentioned in the Contract.

10. Delivery

10.1 Subject to GCC, the Delivery of the hardware, software and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Section VI, Schedule of Supply. The details of shipping and other documents to be furnished by the Bidder are specified in the SCC.

11. Bidder's Responsibilities

11.1 The Bidder shall supply all the hardware, software and Related Services included in the Scope of Supply in accordance with GCC, and the Delivery and Completion Schedule, as per GCC.

12. Purchaser's Responsibilities

12.1 Whenever the supply of hardware, software and Related Services requires that the Bidder obtain permits, approvals, and import and other licenses from local public authorities, the Purchaser shall, if so, required by the Bidder, make its best effort to assist the Bidder in complying with such requirements in a timely and expeditious manner.

12.2 The Purchaser shall pay all costs involved in the performance of its responsibilities, in accordance with GCC.

13. Contract Price

13.1 The Contract Price shall be as specified in the Agreement subject to any additions and adjustments thereto, or deductions there from, as may be made pursuant to the Contract.

13.2 Prices charged by the Bidder for the hardware, software delivered, and the Related Services performed under the Contract shall not vary from the prices quoted by the Bidder in its bid, except for any price adjustments authorized in the SCC.

14. Terms of Payment

14.1 The Contract Price shall be paid as specified in the SCC.

14.2 The Bidder's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the hardware, software delivered and related Services performed, and by the documents submitted pursuant to GCC and upon fulfilment of all the obligations stipulated in the Contract.

14.3 Payments shall be made promptly by the Purchaser, no later than Thirty (30) days after submission of an invoice or request for payment by the Bidder, and the Purchaser has accepted it, subject to the availability of funds with the Supreme Court of India.

14.4 The currency or currencies in which payments shall be made to the Bidder under this contract shall be specified in the SCC.

15. Taxes and Duties

15.1 Bidder shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the Purchaser's country.

15.2 Bidder shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery/ installation of the contracted hardware, software, and related service to the Purchaser.

15.3 However, in case of increase of taxes or decrease of taxes the same will be Passover to the Supreme Court of India.

16. Performance Security

16.1 The Bidder shall, within twenty-eight (28) days of the notification of Contract award, provide a Performance Security for the due performance of the Contract in the amounts and currencies specified in the SCC.

16.2 The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Bidder's failure to complete its obligations under the Contract.

16.3 The Performance Security shall be denominated in the currencies of the Contract, or in a freely convertible currency acceptable to the Purchaser and shall be in one of the forms stipulated by the Purchaser in the SCC, or in another form acceptable to the Purchaser.

16.4 The Performance Security shall be discharged by the Purchaser and returned to the Bidder not later than twenty-eight (28) days following the date of completion of the Bidder's performance obligations under the Contract, including any warranty/service obligations, unless specified otherwise in the SCC.

17. Confidential Information

17.1 The Purchaser and the Bidder shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Bidder may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Bidder shall obtain from such Subcontractor an undertaking of confidentiality like that imposed on the Bidder under GCC.

17.2 The Purchaser shall not use such documents, data, and other information received from the Bidder for any purposes unrelated to the Contract. Similarly, the Bidder shall not use such documents, data, and other information received from the Purchaser for any purpose

other than the design, procurement, or other work and services required for the performance of the Contract.

17.3 The obligation of a party under GCC above, however, shall not apply to information that:

- (a) now or hereafter enters the public domain through no fault of that party.
- (b) can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

17.4 The above provisions of GCC shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

17.5 The provisions of GCC shall survive completion or termination, for whatever reason, of the Contract.

18. Subcontracting

18.1 No subcontracting is permitted by the Bidder under the bid.

19. Specifications and Standards 19.1 Specifications and Software

- (a) The Bidder shall ensure that the software and related Services comply with the requirement of the Supreme Court of India as per scope of work.
- (b) The Bidder shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- (c) The hardware, software and Related Services supplied under this Contract shall conform to the standards mentioned in Section VI, Schedule of Supply and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the country of origin of the hardware and software.

19.2 Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Section VI, Schedule of Supply. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC.

20. Inspections and Tests

20.1 The Bidder shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the hardware, software, and related Services as are specified in Sections VI, Schedule of Supply.

20.2 The inspections and tests may be conducted at the premises of the Bidder at point of delivery/installation, and/or at the destination of the hardware, software, and related services or in another place in the Purchaser's country as specified in the SCC. Subject to GCC, if conducted on the premises of the Bidder, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished at no charge to the Purchaser.

20.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC, provided that the Purchaser bear all its own costs and expenses incurred in connection with such

attendance including, but not limited to, all travelling and board and lodging expenses.

20.4 Whenever the Bidder is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Bidder shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

20.5 The Purchaser may require the Bidder to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the hardware, software and related services comply with the technical specifications, codes and standards under the Contract, provided that the Bidder's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Bidder's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

20.6 The Bidder shall provide the Purchaser with a report of the results of any such test and/or inspection.

20.7 The Purchaser may reject any hardware, software and related services or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Bidder shall either rectify or replace such rejected hardware, software and related services or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC.

20.8 The Bidder agrees that neither the execution of a test and/or inspection of the hardware, software and related services or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to GCC, shall release the Bidder from any warranties or other obligations under the Contract.

**21. Liquidated
Damages**

21.1 Except as provided under GCC, if the Bidder fails to deliver any or all of the hardware, software and related services or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage

specified in the SCC of the Contract Price for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in the SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC.

22. Limitation of Liability

of 22.1 Except in cases of gross negligence or wilful misconduct:

- (a) neither party shall be liable to the other party for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Bidder to pay liquidated damages to the Purchaser; and
- (b) the aggregate liability of the Bidder to the Purchaser, whether under the Contract, in tort, or otherwise, shall not exceed the amount specified in the SCC, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Bidder to indemnify the Purchaser with respect to patent infringement.

23. Change in Laws and Regulations

23.1 Unless otherwise specified in the Contract, if after the date of the Invitation for Bids, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated,

abrogated, or changed in the place of the Purchaser's country where the Site is located (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Bidder has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC.

24. Force Majeure

24.1 The Bidder shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

24.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Bidder that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Bidder. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods,

epidemics, quarantine restrictions, and freight embargoes.

24.3 If a Force Majeure situation arises, the Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

25. Change Orders and Contract Amendments

25.1 The Purchaser may at any time order the Bidder through Notice in accordance with GCC, to make changes within the general scope of the Contract in any one or more of the following:

- (a) Design, development of software and related services to be furnished under the Contract.
- (b) Software development & implementation.
- (c) The place of delivery; and
- (d) The Related Services to be provided by the bidder.

25.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Bidder's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery and Completion Schedule, or both, and the Contract shall accordingly be amended.

Any claims by the Bidder for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Bidder's receipt of the Purchaser's change order.

25.3 Prices to be charged by the Bidder for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Bidder for similar services.

**26. Extensions
Time**

of 26.1 If at any time during performance of the Contract, the Bidder should encounter conditions impeding timely delivery of the hardware, software, or completion of Related Services pursuant to GCC, the Bidder shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Bidder's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Bidder's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

26.2 Except in case of Force Majeure, as provided under GCC, a delay by the Bidder in the performance of its Delivery and Completion obligations shall render the Bidder liable to the imposition of liquidated damages pursuant to GCC, unless an extension of time is agreed upon, pursuant to GCC.

27. Termination

27.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by Notice of default sent to the Bidder, may terminate the Contract in whole or in part:
 - (i) if the Bidder fails to deliver any or all the hardware, software and related services within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC; or
 - (ii) If the Bidder fails to perform any other obligation under the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, hardware, software related Services like those undelivered or not performed, and the Bidder shall be liable to the Purchaser for any additional costs for such similar hardware, software, and related Services. However, the Bidder shall continue performance of the Contract to the extent not terminated.
- (c) If the Bidder, in the judgment of the Purchaser has engaged in corrupt, fraudulent, collusive, or coercive practices,

as defined in GCC, in competing for or in executing the Contract.

27.2 Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving Notice to the Bidder if the Bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.

27.3 Termination for Convenience

- (a) The Purchaser, by Notice sent to the Bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Bidder under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The hardware, software and related services that are complete and ready within twenty-eight (28) days after the Bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining hardware

software and related services, the Purchaser may elect:

- (i) To have any portion completed and delivered at the Contract terms and prices; and/or
- (ii) To cancel the remainder and pay to the Bidder an agreed amount for partially completed hardware and Related Services and for materials and parts previously procured by the Bidder.

28. Assignment

28.1 Neither the Purchaser nor the Bidder shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

Section – VIII Special Conditions of Contract

The following Special Conditions of Contract (SCC) shall supplement the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

1	The Purchaser's country is <u>India</u>
2	The Purchaser is: Supreme Court of India
3	The Site is: <u>Supreme Court of India, New Delhi</u>
4	The version of Incoterms shall be <u>English</u>
5	The language shall be <u>English</u>
6	The individuals or firms in a joint venture, consortium, or association jointly and severally liable.
7	For <u>notices</u> , the Purchaser's address shall be: Attention: <u>Additional Registrar (Admn. Materials), Supreme Court of India</u> Street Address:1, Tilak Marg City: New Delhi Pin Code: 110001 Country: India Telephone: 011-23115864 Electronic mail address:- adreg.anilsharma@sci.nic.in
8	The governing law shall be India
9	The formal mechanism for the resolution of disputes shall be: The Competent Authority.
10	Details of shipping and documents to be furnished by the Bidder shall be to the Registrar (Admin Material), Supreme Court of India.
11	The price adjustment shall be Negotiable
12	The terms of payment shall be: As per bid document.
13	The currencies for payments shall be: <u>Indian Rupees</u>

14	<p>The Bidder shall provide a Performance Security of 5% of the Contract Price. The EMD for an amount of ₹1,00,000.00 The performance security shall remain valid for the entire term of the contract/warranty applicable on deliverables/payment of last invoice <i>plus 60 days, whichever is later</i>.</p> <p>The EMD shall be returned to all the unsuccessful bidders on issuance of work order by the Registry, SCI, to the successful bidder and its acceptance by the successful bidder.</p> <p>In the case of the successful bidder, EMD shall be returned 60 days from the date of submission of performance security by the bidder and its verification by the Registry, SCI.</p>
15	The types of acceptable Performance Securities are: <u>Unconditional Bank Guarantee</u> issued by Nationalized / Scheduled Bank.
16	Discharge of Performance Security shall take place: <u>after support service and completion of performance security duration</u> .
17	The insurance coverage of the equipment is to be done by the <u>bidder</u> .
18	The liquidated damage shall be: <u>0.5%</u> per week of the contract price or part thereof and up to maximum of 10 weeks, afterwards the termination of the contract shall be done.
19	The maximum amount of liquidated damages shall be: <u>10% of the contract value</u> .
20	The period of validity of the support and services shall be: <u>Four year from date of deployment of software</u> .
21	The amount of aggregate liability shall be <u>equal to the agreement cost / value</u> .

Section – IX Contract Forms

(Sign and stamp each page)

AGREEMENT

THIS AGREEMENT made the _____ day of _____ between _____ of _____ (hereinafter “the Purchaser”), of the one part, and _____ of _____ (hereinafter “the Bidder”), of the other part:

WHEREAS the Purchaser invited bids for Artificial Intelligence (AI) solution, tools, and Related _____ Services, _____ *viz.*, _____ and has accepted a Bid by the Bidder for the supply and development of software and Related Services in the sum of _____ (hereinafter “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, *viz.*:
 - (a) The Purchaser’s Notification to the Bidder of Award of Contract.
 - (b) The Bid Submission Sheet and the Price Schedules submitted by the Bidder.
 - (c) The Special Conditions of Contract.
 - (d) The General Conditions of Contract.
 - (e) The Schedule of Supply; and
 - (f) Any other document regarding above and all related correspondence.

Seal and Sign of bidder

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This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

3. In consideration of the payments to be made by the Purchaser to the Bidder as indicated in this Agreement, the Bidder hereby covenants with the Purchaser to provide the Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India and Related Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
4. The Purchaser hereby covenants to pay the Bidder in consideration of the provision of the Design, Development, and Implementation of Artificial Intelligence (AI) solution, tools for transcribing arguments and Court proceedings at Supreme Court of India and Related Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of _____ on the day, month and year indicated above.

Signed by _____ (for the Purchaser)

Signed by _____ (for the Bidder)

PERFORMANCE SECURITY

(Sign and stamp each page)

Date: _____

Contract Name and No.
: _____

To:

WHEREAS _____ (hereinafter "the Bidder") has undertaken, pursuant to Contract No. _____ dated _____, _____ to supply _____ (hereinafter "the Contract").

AND WHEREAS it has been stipulated by you in the Contract that the Bidder shall furnish you with a security _____ issued by a reputable guarantor for the sum specified therein as security for compliance with the Bidder's performance obligations in accordance with the Contract.

AND WHEREAS the undersigned
_____, legally domiciled in
_____, (hereinafter "the Guarantor"),
have agreed to give the Bidder a security:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the Bidder, up to a total of _____ and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the Contract, without cavil or argument, any sum or sums within the limits of _____ as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This security is valid until the _____ day of _____, _____.

Name _____

In the capacity of _____

Signed _____

Duly authorized to sign the security for and on behalf of _____

Date: _____