SUPREME COURT OF INDIA

NOTICE INVITING TENDERS

Sealed tenders are invited upto 28.09.2020 for Comprehensive Plan for "Hearing by Courts through Video Conferencing Services" including Hardware and Support

Detailed Terms & Conditions can be obtained on any working day except (Sunday/Holiday) from the Branch Officer, Admn. Material (P&S) (Tel: 011-23111483) and can also be downloaded from the website of Supreme Court: www.sci.gov.in & www.eprocure.gov.in. Interested parties may accordingly send their tenders in three separate envelopes:- (1) EMD, (2) Technical Bid and (3) Financial Bid. Pre-Bid Meeting to be held on 07.09.2020 at 11:00 hrs. Last date/time for Submission of Tender is 28.09.2020 upto 15:00 hrs.

SP/—
(Madhu Arora)
Addl. Registrar(AM)

Date 29.08.2020

Date: 29/08/2020

Ref. No.: 33/VC Items/2020/SCI(AM)

Tender for Comprehensive Plan for "Hearing by Courts through Video Conferencing Services" including Hardware and Support

Supreme Court of India
1, Tilak Marg, New Delhi-110001
Website: www.sci.gov.in, Ph: 011-23111483,
Email Address: <u>boamsupremecourt.sc@nic.in</u>

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KEY DETAILS

Tender Reference Number	33/VC Items/2020/SCI(AM)	
Name of work	Tender for Videoconferencing Services including Hardware and Support	
Place of availability of Tender document	Official website of Supreme Court of India: http://www.sci.gov.in Any amendment to Tender will be published on the website only.	
Date and Venue of Pre- Bid Meeting	07/09/2020 at 11:00 hrs. at Supreme Court/or through Email/or through Video Conferencing Clarifications to be submitted as per format at Annexure XIII and minimum two days in advance of pre-proposal meeting.	
Last date, time & place for submission of the bid	28/09/2020 up to 15:00 hrs. at Supreme Court	
Bid opening details	28/09/2020 at 15:30 hours.	
Earnest Money Deposit (EMD)	Earnest Money Deposit (EMD): Rs.3,00,000/- (Rupees Three Lakh only)	
	The EMDs shall be in the form of a Demand Draft/ Bank Guarantee drawn from any Nationalized bank or scheduled bank in favour of The Registrar, Supreme Court of India, payable at New Delhi branch and	

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	should be valid for a period of forty- five days beyond the bid validity period.	
	Any bid not accompanied by the EMD shall not be considered.	
Envelope details	The envelope should clearly indicate the name of the Bidder and his address. The Bidder has the option of sending the bid by Speed/Registered Post, in person only. SCI takes no responsibility for delay, loss, or non-receipt of bids within the stipulated date & time. Bids submitted by any other mode shall not be accepted. The Envelop should Carry two separate envelops marked clearly "Technical Bid" and "Financial Bid"	
Address for Communication	Additional Registrar (AM), Supreme Court of India, New Delhi,110001	

Note: The representatives of bidders are requested to carry their company I-card for attending the bid opening meeting. Without Company I-Card, no bidder will be allowed to attend the bid opening meeting. Maximum 02 persons per bidding company allowed in the meeting.

SECTION –I NOTICE INVITING TENDER (NIT)

NOTICE INVITING TENDER/Request for PROPOSAL

R	FP No:
То	Dated://2020
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	Subject: Tender for Supply of Complete Solution
1.	SCI invites sealed proposals, from eligible System Integrators/ OEMs/Vendor, henceforth called Bidder, for Tender for Comprehensive Plan of Hearing by Courts through Video conferencing Services including Hardware and Support, hereinafter called as "SCI Hearing by Video Conferencing Solution".
2.	This RFP aims to identify and engage Bidder to provide services for the "SCI Hearing by Video Conferencing Solution" The Bidder shall work in close collaboration with Registrar, SCI.
3.	Bidder may download the RFP inquiry documents from the official website http://www.sci.gov.in and submit its RFP by utilizing the downloaded document.

- 4. Bidders shall ensure that their proposals, complete in all respects, are submitted on or before the closing date and time indicated in the key details, failing which the bids will be treated as late and rejected.
- 5. In the event of any of the above-mentioned dates being declared as a holiday/closed day for the purchase organization, the proposals will be received/opened on the next working day at the appointed time.
- 6. SCI takes no responsibility for delay, loss, or non-receipt of proposal documents sent by post.

- 7. SCI reserves the right to accept or reject any or all of the proposals in full or in part including the lowest bid without assigning any reasons or incurring any liability thereof.
- 8. This RFP is not an agreement and is neither the offer of empanelment by the Supreme Court of India to the interested agencies or any other person. The information in RFP is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.
- 9. The bidder should not have any ongoing case in litigation with the Supreme Court of India.

10. The Bidder must ensure that the provided hardware by him shall be compatible with on-premises (SCI Data Centre) VC Services in the future.

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For Supreme Court of India

FOR Registrar

SECTION –II STATEMENT OF WORK

PROJECT OVERVIEW

This project involves the design and development of a comprehensive and an ownership software for Supreme Court of India for holding Hearings by Courts through Video Conferencing. The scope and tasks required to complete this project will follow the timelines outlined in order to deliver the components.

PROJECT OBJECTIVES

1. OBJECTIVE – I

To create, maintain and manage the upgradable and customized video conferencing infrastructure inclusive of both software and hardware for 16 Hon'ble Courts and 02 Registrar Courts (total 18 Courts) to streamline the communication between Hon'ble Court and counsels, digital infrastructure for VC Courtrooms, a high-quality video collaboration system for justice delivery, creation of VC Break-out Rooms during the hearing of Court through Video Conferencing for Hon'ble Judges' private discussion, waiting room for advocates, discussion rooms for advocates and their clients or colleagues and seamless distribution of documents.

2. OBJECTIVE – II

To develop a comprehensive software (desktop and mobile application on all platforms) with prescribed essential features, for Hon'ble Judges, Bar Members, Litigants, and Court Staff facilitating to schedule a hearing through Video Conferencing,

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and automation of sending of video conferencing links and related information to all the stakeholders.

3. OBJECTIVE -III

To develop key security features for next-generation protection like user-level security with device control and application-level firewalls, network protection as well as threat and vulnerability management from cyber-attacks, and endpoint level security for detection of a security breach and taking measured response.

PROJECT SCOPE & TASKS

- Notwithstanding the scope of work, engineering, supply and services stated in the bid document, any equipment or material, engineering or technical services which might not be even specifically mentioned under the scope of supply of the bidder and which are not expressly excluded therefrom but which in view of the bidder are necessary for the performance of the equipment in accordance with the specifications are treated to be included in the bid and has to be performed by the bidder.
- ii) That the bidder shall provide & install/configure "SCI Hearing by Video Conferencing Solution" on the basis of technical criteria fulfillment. The Bidder shall execute the "SCI Hearing by Video Conferencing Solution" as a turnkey solution. The Bidder shall get the software licenses in the name of the Supreme Court of India. The licenses shall contain paper licenses and at least one set of media (viz. CDs), wherever is applicable. The Bidder shall be responsible for Updation and upgradation of the software, as the case may be, during the period of contract.

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- iii) That the bidder must provide the offered "SCI Hearing by Video Conferencing Solution" exclusively for the Supreme Court of India.
- iv) That the bidder will NOT use any restrictive technology that prevents other vendors to set up similar services in the area of cloud-based or on-premises based video conferencing facility.
- v) That the hardware shall be delivered, installed, and commissioned in full at the site as early as possible not later than 15 days from the date of PO/LOA & shall be considered as a turnkey project. Partial delivery and installation, if necessary, shall be allowed only with prior approval of the SCI.

- vi) That the bidder shall provide comprehensive on-site warranty for trouble-free operation of hardware supplied by the bidder for a minimum period of five years after commissioning and successful testing and taking over. During this period, it will be the responsibility of the bidder to maintain and support the hardware fully and ensure the availability of the same. The bidder shall be responsible for providing, free of cost, all supplies, spares, and services necessary for maintenance during warranty.
- vii) That the bidder shall arrange for standby equipment if the faulty equipment is not rectified within two working days or machines/accessories are taken out of customer premises for servicing/ repair.
- viii) That the bidder shall procure all the equipment from genuine sources as approved by the company and as per company specification.

- ix) That the bidder will provide a single point of contact detail with escalation matrix & SLA's (Service Level Agreement) agreed by the Supreme Court Registry with all penalty clauses.
- That the bidder shall be responsible for all risk to the works to be x) performed under its obligation under the contract and for trespassers and shall make good at his own expenses all losses and damages whether to the works, themselves, or any other property of the company or the lives, persons or property of other forms, whatsoever cause, in connection with the works, although all reasonable and proper precautions may have been taken by the contractor, and in case Registry is called upon to make good any such costs, loss or damages or to pay compensation to any person(s) sustaining damages by reason of any act, or any negligence or omission on the part of the bidder, the amount of any costs or charges (including costs and charges towards legal proceedings) which the company may incur in reference thereto, shall be charged to the bidder. The bidder shall reimburse such costs immediately to the Registry.
- xi) That all materials received at the site shall be accompanied by the test certificate of the manufacturer. The Officer-In-Charge reserves the right to instruct any material to be further tested in an approved laboratory for which the Contractor shall make no additional claims. Wherever test requirements are not specified in the specifications relevant IS code of practice shall govern.
- xii) That the bidder shall provide training for installation and maintenance to SCI Computer Cell staff of the purchased equipment's free of cost.

- xiii) That the bidder shall provide periodic preventive maintenance, twice in a year during the warranty including cleaning or periodic inspection. The detailed scope of services/preventive maintenance schedule recommended shall be furnished by the bidder and shall be finalized in consultation with SCI Computer cell.
- xiv) That the bidder must provide detailed project reports with all documents including warranty cards, licenses hardcopies, etc.
- xv) That the bidder will ensure that the Environment, Health & Safety (EHS) requirements are clearly understood and faithfully implemented at all levels at the site as per instruction of Company.

Contractors must comply with these requirements:

- a. Comply with all the elements of the EHS Plan and any regulations applicable to the work.
- b. Comply with the procedures provided in the interests of Environment, Health, and Safety.
- c. Ensure that all their employees designated to work are professionally trained and competent.
- d. Ensure that all plant and equipment they bring on to site has been inspected and serviced in accordance with legal requirement and manufacturer's or suppliers' instructions.
- e. Make arrangements to ensure that all employees designated to work on or visit the site present themselves for site induction prior to commencement of work.
- f. Provide details of any hazardous substances to be brought onsite.

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- g. Ensure that a responsible person accompanies any of their visitors to the site.
- xvi) That all Contractor/workers are accountable for the following:
 - a. Use the correct, latest as well as approved tools and equipment for the job and use safety equipment and protective clothing supplied, e.g. helmets, goggles, ear protection, etc. as instructed.
 - b. Keep tools in good condition.

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- c. Report to the Supervisor any unsafe or unhealthy condition or any defects in plant or equipment.
- d. Develop a concern for safety for themselves and others.
- e. Not to operate any item of the plant unless they have been specifically trained and are authorized to do so.
- xvii) That if the bidder needs to carry out any work or rework due to change in drawings or structural consultants' instructions, the bidder shall take the prior permission of the Registry before commencing such works.
- xviii) That the bidder at its own cost shall also arrange, secure, and maintain the insurance covers of hardware & manpower provided.
- That at present Hearing through Video Conferencing by Hon'ble Courts is being conducted via "Vidyo Desktop" platform and the prospective bidders will be given opportunity to assess the availability of existing hardware and its location to shift the existing system from "Vidyo Desktop" to "SCI Hearing by Video Conferencing Solution" by procuring this new solution. The list of hardware being presently used is also provided in **Annexure -IX**.

- xx) The bidder must ensure that the "SCI Hearing by Video Conferencing Solution" shall be compatible with the Supreme Court's existing devices being used for video conferencing at present as provided in Annexure IX.
- xxi) That the bidder shall visit the Supreme Court of India, courtrooms to understand the requirements of the new object for establishing Video Conferencing Infrastructure in SCI courtrooms so that nothing shall be left out. All required new objects will only be processed for procurement & installation, after Supreme Court Single Point of Contract's (SPOC's) approvals. All the required objects' procurement, installation & commissioning would be in the scope of the bidder.

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- xxii) That the bidder shall design the guidelines and ensure that end-toend tight integration of all VC services & devices (existing & new one).
- xxiii) That the bidder shall furnish the Part no./ Product identification number for all products as provided by the original manufacturer. The bidder shall also share the source code of developed software with the SCI.
- xxiv) That the bidder must provide detailed project reports with all escalation matrix as per the satisfaction of the Supreme Court Nodal Officer on the completion of installation & handing over the project.
- xxv) That the bidder must conduct kick-off meetings & other monthly basis regular meetings & have to ensure SLA meets. Bidder also must submit a detailed project execution report & execution plan.

SECTION-III EVALUATION PROCESS

Except for the public opening of bids, information related to the examination, clarification, evaluation, and comparison of bids and recommendations concerning the award of contract shall not be disclosed to any bidder or any person not officially concerned with such process.

1. Pre-qualification (PQ)criteria:

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
1.	Legal Entity/	The bidder must be	Certificate of
	Registration of	incorporated and	Incorporation /
	Company	registered in India under	Copy of
		the Indian Companies Act	Registration
		1956/ LLP Act 2008 /	Certificate(s)
		Partnership Act 1932 &	
		subsequent amendments	
		thereto and should have	
		been operating for the last	
		five years as on the date of	
		publishing of RFP notice	
		(including name	
		change/impact of mergers	
		or acquisitions).	
		Registered with the GST	GST Registration Certificate

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Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
2.	Annual Turnover	Bidder should have had a minimum annual turnover of Rs. 250 Cr in last three Financial Years (from 1 st April to 31 st March): 2019-2020 2018-2019	Audited Balance Sheet for 03 financial year (This condition does not apply to Central / State Government Autonomous bodies / Societies
		2017 2018	constituted under the Central / State Government Departments / Societies which run on the no- profit basis).
3	Office Support in NCR	The Bidder company should have at least one implementation/ technical support Office in New Delhi.	
4	Part Bidding	The Bidder is required to quote for the complete BOQ. The partial quote is liable to be rejected.	
5	Manufacturer's Authorization Form or Dealership certificate from the manufacturer	Bidder must be OEM certified partner for the product being offered by them. The bidder has to submit a Manufacturer's Authorization Certificate or the Dealership certificate from the manufacturer or producer to sell/supply their products/Or the bidder should use the hardware of reputed brands. The decision as regards to	As per Annexure-IV

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Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
		brands of SCI shall be final	
б	Not blacklisted	The bidder should not be blacklisted by any Central/State Government Ministry/ Department/PSU/Government Company.	Self-declaration from the bidder in company letterhead, signed by authorized signatory as per Annexure-VIII

Note: (a) Similar works means the work/services mentioned at Scope of work in this RFP/tender document.

(b) Agencies not meeting the Pre-Qualification Criteria would be rejected.

2. Commercial Bid Evaluation

- a. The bids will be evaluated on the "Techno Commercial basis". There will be a weightage of 70% for technical and 30% for financial bid. The criterion for evaluation of Financial evaluation will be as per Annexure-I and Technical evaluation will be as per Annexure-XII. SCI intends to issue the Purchase order to the bidder scoring highest points in Techno-Commercial bid. Any decision of SCI will be binding and final. No representations will be entertained in the matter of selection of the bidder for carrying out the contract.
- b. The price shall be quoted entirely in Indian Rupees and taxes will be paid on an actual basis. The price shall be written both in figures & words in the prescribed offer form.
- c. For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be

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- considered for calculation purposes and the same will be subject to standard rounding rules.
- d. The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract. A bid submitted with an adjustable price quotation or incomplete or conditional bid may be rejected as non-responsive.
- 3. It is envisaged that a total of 16 Hon'ble Courts and 02 Registrar Courts will function in Hearing through Video Conferencing mode and Live Display of Court proceedings will be made as per the direction of the Competent Authority, as issued from time to time in this respect.
- **4.** At present hardware for 16 Hon'ble Courts and 02 Registrar Courts is proposed and SCI reserves the right to add more Courts as and when needed during the currency of contract.
- 5. The procurement cost of hardware will be made upfront and the Bidder will get license fee annually and monthly payment for manpower deployed and quarterly for CMC charges, as the case may be.

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SECTION-IV

INSTRUCTIONS TO BIDDERS

1. Eligibility criteria:

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- a) The Bidder must be OEM certified partner.
- b) The bidders are required to submit the Manufacturer's Authorization form (MAF) to support the abovementioned eligibility criteria.

2. Bid Security (EMD - Earnest Money Deposit):

- a) The bidder shall furnish along with its proposal/bid, earnest money for amount as shown in the key details. The earnest money is required to protect SCI against the risk of the bidder's unwarranted conduct.
- b) The earnest money shall be denominated in Indian Rupees. The earnest money shall be furnished in one of the following forms:
 - i. Account Payee Demand Draft
 - ii. Bank Guarantee
- c) The demand draft shall be drawn on any nationalized bank, or a Scheduled Bank in favour of the "Registrar, Supreme Court of India, New Delhi". In the case of Bank Guarantee, the same is to be provided from any nationalized bank or a Scheduled Bank as per the format specified under **Annexure-III** in this document.

- d) The earnest money shall be valid for a period of Thirty (30) days beyond the validity period of the RFP. As the validity period of RFP/tender is 30 days, the EMD shall be valid for 60 days from the bid opening date. "Day" means calendar day.
- e) The EMD is interest-free.
- f) The EMD of successful bidder would be returned upon submission of Performance Bank Guarantee. The EMD of all unsuccessful bidders will be refunded by the Supreme Court of India (SCI) at the earliest post-signing of contract and submission of the PBG by the successful bidder.
- g) The bid submitted without EMD will be rejected without providing any further opportunity to the bidder concerned.
- h) The bidder shall extend the validity of the offer and EMD on request by the Supreme Court of India.
- i) The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity.

3. Bid Price:

- i. The prices should be quoted in Indian Rupees with the delivery of items at SCI. The prices should be quoted as per format enclosed at **Annexure-I**, failing which the bid would be rejected.
- ii. The price shall be written both in figures & words in the prescribed format.

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4. Delivery Schedule:

- i) Delivery period for starting the Video Conferencing in 16 Honorable Courts and 02 Registrar Courts as early as possible but not later than 15 days from the date of the LOA/Purchase Order by way of allotting IDs and installation and Commissioning of hardware at designated places.
- ii) The timely execution of the tender is of paramount importance and any delay in executing the purchase order shall be viewed seriously, which may even lead to the cancellation of the LOA/PO.

5. Service Level Agreements (SLA)

- i. For Delivery
 - a) The material/software should be delivered as per the above **Delivery Schedule**.
 - b) If the Supplier fails to meet the delivery schedule other than due to an event of force majeure or any reason solely attributable to SCI, then penalty @ (2%) Two percent of LOA/PO value per day shall be imposed, subject to a maximum of 10% of the contract value. In case the penalty exceeds 10%, SCI reserves the right to cancel the contract.
 - c) The penalty clause will not be applicable in case there is a delay/issue from the SCI side.

ii. For Video Conferencing Solution:

- a) Uptime: 99.5% on monthly basis for all locations = Below to this will attract penalty of 0.5% of < billing cycle payment > on fall of every 0.25%.
- b) There should not be downtime for more than one hour for the services/solution in any calendar day
 = This will attract 0.5% of < billing cycle payment
 > on fall of every downtime up to four hours
- should be rectified within 4 hours of reporting. The reporting may be through any mode of communication. If the problem persists for more than 4 hours at a stretch in a calendar day = This will attract 0.5% of < billing cycle payment > if the issue not rectified within four hours.
- d) Even if the services' slow performance rather than unavailability will be considered as the same unavailable.
- e) If the problem persists for more than four hours in calendar day and total of more than 45 hours in a month then the contract is liable for cancellation if so desired by the user
- f) Security Breach = 10% of the Contract Amount or termination as deemed fit by the Buyer Department along with Legal Action
- g) Data Loss = 1% of the bill amount per incident.

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h) Cumulative Penalty = Cannot exceed 10% of the contract value after which the contract is liable for cancellation if so desired by the buyer.

iii. For Hardware:

- a. First response to be received by SCI in 4 Hours for the time of intimation & issue to be rectified within the next business day: Beyond this will attract penalty of 0.5% of < billing cycle payment > on fall of every 0.25%.
- b. If the issue does not get rectified in a stipulated time frame, then a penalty per day basis would be imposed: This will attract a penalty of 0.2% of < billing cycle payment > per day basis.

iv. For Support:

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- a. The Help Desk should be contacted to coordinate repairs of Hardware & Services. If repairs are deemed necessary, the Help Desk will dispatch a service technician.
- b. Help desk Uptime: 99.5% on monthly basis for all locations = Below to this will attract penalty of 0.5% of < billing cycle payment > on fall of every 0.25%.
- c. There should not be downtime for more than four hours for the services/solution in any calendar day
 = This will attract 0.5% of < billing cycle payment
 > on fall of every downtime up to four hours

v. Forfeiture clause:

If the SCI Registry finds the services of bidder not up to the mark due to persistent failures, the Registry has the right to forfeit 100% of the monthly bill over and above the aforementioned penalty clauses.

vi. Ownership of Hardware & Software

The Supreme Court of India shall be exclusive owner of the hardware and software supplied by the Bidder under the SCI Hearing by Video Conferencing Solution and the Bidder shall be solely responsible for Updation and upgradation of the software and VC licenses procured under such contract. The Bidder shall also be responsible for the maintenance of the hardware supplied, for the entire contract period.

6. Validity of Quotation:

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Bid/quotation should remain valid for a period of **30 days** from the date of the bid opening.

7. Performance Security/Bank Guarantee

The successful firm/ company will have to deposit a Performance Bank Guarantee (PBG) @ 10% of the contract value (excluding tax) on a non-judicial stamp paper of appropriate value and from any scheduled bank within 3 days from the date of award of contract. The format of the

Performance Bank Guarantee would be provided to the successful Service Provider on the release of LOA/PO.

Performance Security should remain valid for a period of 02 months beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

The proceeds of the performance security shall be payable to the SCI as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract. If the successful Bidder fails to furnish a Performance Bank Guarantee, the contract may be terminated and shall be debarred from participating in the tender.

8. Signing of Contract:

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The successful firm/company will be required to execute an agreement on Rs.100/- Non-judicial stamp paper with SCI within 2 days of the date of the award letter (LOA). In case the successful firm/company fails to enter into the agreement with SCI within 2 days, the EMD deposited by such firm/company shall stand forfeited without giving any further notice. The format of the Contract Form is enclosed at **Annexure-VII**. The final decision in this regard will rest with the Competent Authority in SCI.

9. Payment terms:

a) The Service Provider shall get the acceptance certificate of the work/deliverables from SCI SPOC.

- b) After getting Acceptance Certificate from SCI SPOC, the Service Provider shall submit the invoice along with acceptance certificate(s) to the Admin-Material wing of SCI.
- c) Payment will be released through RTGS/NEFT/Cheque within 30 working days subject to receipt of the invoice along with Acceptance Certificate (signed by SCI Officer-in-charge) and all requisite documents. Copy of Acceptance Certificate shall be provided to the successful Service Provider along with LOA/PO.

10. Language:

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The bid and all related correspondence and documents concerning the bidding process shall be in the English language.

11. Single point of contact (SPOC)

SCI shall appoint an Officer-in-charge for this work/project. He/she shall be a single point of contact for all technical directions or decisions related to the work/project.

12. Service Provider Details:

The Service Provider to fill in the Service Provider detail form enclosed with this RFP Document as **Annexure–V** and the same may be forwarded along with quotation.

13. Discrepancies in prices

- a) If in the price structure quoted by a bidder, there is a discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- b) If there is an error in a total price, which has been worked out through addition and/or subtraction of subtotals, the subtotals shall prevail and the total corrected; and
- c) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- d) If, as per the judgment of SCI, there is any such arithmetical discrepancy in a bid, the same will be suitably conveyed to the bidder by post or e-mail. If the bidder does not agree to the observation of SCI, the bid is liable to be ignored.

14. Acceptance of terms & conditions

Bidders are requested to submit a sealed and signed copy of this tender document along with quotation/bid as acceptance of all terms & conditions. In case a signed & stamped copy of this tender is not submitted, it will be assumed that the recipient is, by responding to SCI's tender document, deemed to have accepted the terms as stated in this document.

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15. SCI's Right to Terminate the Process

- a) SCI reserves the right to accept or reject any proposal and to annul the bidding process and reject all proposals at any time prior to the agreement, without thereby incurring any liability to the affected Bidder or any obligation to inform the affected Bidder of the grounds for actions taken by SCI.
- b) SCI is accepting the bids on a no-cost and no-commitment basis.
- c) SCI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This tender does not constitute an offer by SCI. The Bidder's participation in this process may result in SCI selecting the Bidder to engage in further discussions and negotiations toward the issue of LOA. The commencement of such negotiations does not, however, signify a commitment by SCI to issue LOA or to continue negotiations. SCI may terminate negotiations at any time without assigning any reason.

16. Conflict in Terms

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In the event of any conflict between any two or more terms of this Agreement, the term more favorable for SCI shall be final.

17. Debarment

- i. A bidder shall be debarred if he has been convicted of an offense-
 - under the Prevention of Corruption Act, 1988; or
 - the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.
- ii. A bidder debarred under sub-section (i) shall not be eligible to participate in a procurement process for a period not exceeding three years.
- iii. For a period not exceeding two years, if it determines that the bidder has breached the code of integrity.

18. Termination:

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- A. **Termination for Cause:** SCI may terminate the Contract, upon written notice to the Service Provider:
 - (a) In the event of arising of any of the following events:
 - i. The Service Provider fails to deliver the services or perform the works within the timelines specified in the Contract; or
 - ii. The Service Provider commits a breach of any of the terms and conditions of this Contract; or
 - iii. The serious discrepancy in the quality of service is observed; or

- iv. Provided, before terminating the Contract upon any of the aforesaid grounds (i) to (iii), SCI shall first serve a Seven (7) days' written notice to the Service Provider requiring him to cure the breach. If the Service Provider fails to cure the breach, within the aforesaid 7 days period, SCI shall have an option to forthwith terminate the Contract by notifying in writing thereon to the Service Provider.
- (b) In the case of any third party, IPR breach arises against SCI or confidentiality breach caused by the Service Provider or willful misconduct of the Service Provider.

In case of termination for cause, SCI shall be entitled to recover loss and damages suffered by it on account for Services Provider's breach of the contract which will be limited to 100% amount of contract value.

- (c) The data of Video Conferencing is of sensitive nature and its misuse by the Bidder for any of the purposes not authorized by the SCI may lead to criminal proceedings.
- B. SCI may terminate the Contract, upon written notice to the Service Provider, if it becomes insolvent or bankrupt, assigns all or a substantial part of its business or assets for the benefit of creditors, permits the

appointment of a receiver for its business or assets, becomes subject to any legal proceeding relating to insolvency or the protection of creditors rights or otherwise ceases to conduct business in the normal course; provided that this right to termination shall not apply if the other party is ordered to be wound up by the court for the purpose of a bona fide reconstruction or amalgamation.

C. Termination for convenience: SCI reserves the right to terminate the Contract, in whole or in part, at its convenience, by serving a written notice of 30 days to the Service Provider, at any time during the currency of the Contract.

The aforesaid notice shall specify that the termination is for the convenience of SCI. The notice shall also indicate *inter-alia*, the extent to which the Service Provider performance under the contract is terminated, and the date with effect from which such termination will become effective.

In the event of termination for convenience, SCI will pay to the Service Provider all fees payable against the works and services completed by the Service Provider and accepted by SCI up to the date of termination of the Contract.

Upon termination of Contract, SCI may retain the services of the manpower deployed by the bidder with

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SCI for a period up to 3 months or till the new bidder takes over whichever is later.

19. Acceptance of part/whole bid/modification—Rights thereof:

SCI reserves the right to accept or reject wholly or partly bid offer, or modify the technical specifications/quantities/ requirements mentioned in this RFP including addition/ deletion of any of the items or part thereof after pre-bid (if any, without assigning any reason whatsoever. No correspondence in this regard shall be entertained. SCI also reserves the unconditional right to place an order on wholly or partly bid quantity to a successful bidder.

20. Force Majeure:

a) Definition

i. For the purposes of this Purchase order, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire,

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- explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include the insufficiency of funds or the inability to make any payment required hereunder.
- iii. Present ongoing Covid-19 pandemic situation will not be considered Force Majeure till such notification is made by Govt. of India.
- iv. However Competent Authority may relax any of the terms of the agreement on account of prevailing conditions due to pandemic.

b) Measures to be Taken

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the Purchase order as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the

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restoration of normal conditions as soon as possible.

- iii. Any period within which a Party shall, pursuant to this Purchase order, complete an action or task, shall be extended for a period equal to the time during which such Party was unable to perform such activities as a result of Force Majeure.
- iv. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled as decided by the Competent Authority in SCI.

21. Costs to be Borne by the Bidder:

All costs and expenses (whether in terms of time or money) incurred by the intended bidder in any way associated with the development, preparation and submission of responses, including but not limited to attendance at meetings, discussions, demonstrations, etc. and providing any additional information required by SCI, will be borne entirely and exclusively by the bidder itself.

22. Cost of the Proposal:

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The cost of product/ services agreed to be provided by the Bidder under this Agreement shall be fixed during the Contract Period.

23. Tendering Expense:

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its RFP including preparation, mailing, and submission of its proposal and for subsequent processing the same. SCI will, in no case be responsible or liable for any such cost, expenditure, etc. regardless of the conduct or outcome of the tendering process.

24. Contacting SCI:

From the time of submission of RFP to the time of awarding the contract, if a Bidder needs to contact SCI for any reason relating to this RFP inquiry and /or its proposal, it should do so only in writing.

In case a Bidder attempts to influence SCI in SCI's decision on scrutiny, comparison & evaluation of proposals and awarding the contract, the RFP of the Bidder shall be liable for rejection in addition to appropriate administrative actions being taken against that Bidder, as deemed fit by SCI.

25. Disqualification:

The proposal is liable to be disqualified in the following cases or in case bidder fails to meet the bidding requirements as indicated in this RFP:

a. Proposal not submitted in accordance with the procedure and formats prescribed in this document or treated as a non-conforming proposal.

- b. During the validity of the proposal or its extended period, if any, the bidder increases its quoted prices.
- c. The bidder's proposal is conditional and has deviations from the terms and conditions of RFP.
- d. The proposal is received in incomplete form.
- e. The proposal is received after the due date and time.
- f. The proposal is not accompanied by all the requisite documents.
- g. Information submitted in the technical bid is found to be misrepresented, incorrect, or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.
- h. Bidder tries to influence the proposal evaluation process by unlawful/corrupt/fraudulent means at any point in time during the bid process.
- i. In case anyone party submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/ bidders are withdrawn upon notice immediately.

26. Conflict of Interest:

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SCI requires that the Bidder, under the scope of this RFP, shall act as trusted partners to SCI and shall provide professional, objective, and impartial services and at all times hold SCI's

interest paramount, avoid conflicts with other assignments or its own corporate interests.

The bidder shall ensure that it may not place SCI in a position that is not in the best interest of SCI while carrying out the current assignment. The decision of SCI in this regard shall be treated as final.

27. Code of Integrity:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

a) Prohibition of:

- i. Making offer, solicitation, or acceptance of a bribe, reward, or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
- ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or another benefit may be obtained, or an obligation avoided.
- iii. Any sort of collusion, bid-rigging, or anticompetitive behavior that may impair the transparency, fairness, and the progress of the procurement process.
- iv. Improper use of information provided by the procuring entity to the bidder with intent to gain

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- an unfair advantage in the procurement process or for personal gain.
- v. Any financial or business transactions between the bidder and any official of the procuring entity related to RFP or execution process of contract, which can affect the decision of the procuring entity directly or indirectly.
- vi. Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
- vii. Obstruction of any investigation or auditing of a procurement process.
- viii. Making a false declaration or providing false information for participation in an RFP process or to secure a contract.
- b) Disclosure of conflict of interest.
- c) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

The procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

28. Risk Purchase:

If the Bidder fails to perform its obligations (or any part thereof) under this Agreement and BIDDER does not make good such failure to the satisfaction of SCI within 7 days (or such other additional cure period deemed reasonable by SCI) of receipt of notice from SCI about such failure or if the Agreement is terminated by SCI due to breach of any obligations of the BIDDER under this Agreement, SCI reserves the right to procure same or equivalent services/goods/deliverables from alternative sources at the Bidder's risk and responsibility. Any incremental cost borne by SCI in procuring such services/ goods/ deliverables shall be borne by the SI. Any such incremental cost incurred in the procurement of the material from alternative source will be recovered from the undisputed pending due and payable payments/ Security Deposit/ Bank Guarantee provided by the BIDDER under this Agreement and if the value of the services/materials under risk purchase exceeds the amount of Security Deposit and/or Bank Guarantee, the same may be recovered if necessary by due legal process. The incremental cost that may be recovered by SCI from under this clause shall be limited to 100% of the amount that was payable to BIDDER for the non-delivered goods/services/deliverables.

29. Dispute Resolution

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a) Any unresolved dispute or difference whatsoever arising between the parties to this agreement, out of or relating

to the construction, meaning, scope, operation or effect of this PO/LOA or the validity of the breach thereof shall be referred to Competent authority of SCI and same shall be final. Any dispute arising out of the contract shall not be referred for arbitration.

b) During any period of dispute resolution, the contractor shall not suspend its services.

ANNEXURE - I

PRICE SCHEDULE

Sr. No.	Description	Qty.	Unit Rate	Tax Rate (%) & amount per unit	Unit rate with tax	Total Price (INR)	Weightage for arriving at Commercial bid price	Weighted Value
		A	В	С	D=	E= 'A' * 'D'	F	G='E' * 'F'/100
1.	VC licenses per year	16+2				A D	5%	
2.	Cost of Monitors 56"	07					10%	
3.	Cost of Monitors 100"	04					20%	
4.	VC End point Equipment	16 + 2					30%	
5.	Resident Engineer (6 months emoluments to be quoted in column B)	03					15% 10%	
6.	Sessions Moderators/ Technical Coordinator (6 months emoluments to be quoted in column B)	05					10%	19 19
7.	Installation, Commissioning and Documentation Charges	01						
8.	Annual CMC charges for supplied Hardware	01				!		
9.	Total Cost	of Contract (C	olumn 'E')					-
10.	Total weigh	ted cost for Co	ommercial Bid (C	Column 'G')				

The bidders are requested to submit the rates strictly as per above format:

- Note i) Price quoted should be inclusive of all taxes, delivery, and all other additional charges.
 - ii) The bidder is required to submit its financial bid in a separate sealed cover having details from columns 'a' to 'e' above
 - iii) 30 % weightage will be given to Commercial bid as arrived at Row-Column 9 'g' above

Signature with	Stamp	of Authorized
Person	·	

Date:	Full Name:
Date:	Full Nan

Place: Company's Seal:

ANNEXURE-II

RFP Response Cover Letter

(Original signed copy on company letterhead)

[Date]

To,

The Registrar Supreme Court of India New Delhi

Dear Sir,

Ref: Response to RFP for 'Hearing by Courts through Video Conferencing Services including Hardware and Support'

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our bid for RFP as required and outlined in the Tender/RFP and agree to abide by this response for a bid validity period.

The following persons will be the authorized representative of our company/ organization for all future correspondence between the Supreme Court of India (SCI) and our organization until the completion of the project.

Details	Resident Engineer 1	Resident Engineer 2	Resident Engineer 3
Name:			
Title:			
Company Name:			
Address:			<u> </u>
Phone:			_
Mobile:			
Fax:			
E-mail:			

We fully understand that in the event of any change in our contact details, it is our responsibility to inform SCI about the new details. We fully understand that SCI shall not be responsible for non-receipt or non-delivery of any communication and/or any missing communication from the SCI to us, in the event that reasonable prior notice of any change in the authorized person(s) of the company is not provided to SCI.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to the SCI is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead SCI in its Short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading, we are liable to be dismissed from the selection process or, in the event of our selection, our contract is liable to be terminated.

We agree for unconditional acceptance of all the terms and conditions set out in this RFP document.

We agree that you are not bound to accept any response that you may receive from us. We also agree that you reserve the right in an absolute sense to reject all or any of the products/ services specified in the RFP response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/corporation/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of	
	Signature:
	Name:
	Designation:

ANNEXURE-III

Format of Earnest Money Deposit

To

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The Supreme Court of India, New Delhi.

Whereas(hereinafter called the "Bidder") has submitted its
quotation/bid dated against SCI RFP/Tender for (hereinafter called the
"RFP/Tender") vie enquiry No Know all persons by these presents that we
of(Hereinafter called the "Bank") having our registered office at
are bound unto (hereinafter called the "Purchaser") in the sum of
for which payment will and truly to be made to the said Purchaser, the Bank
binds itself, its successors and assigns by these presents.
Sealed with the Common Seal of the said Bank on this dayof2020. The conditions of this obligation are:
 If the bidder withdraws or amends, impairs, or derogates from the tender/RFP in any respect within the period of validity of this RFP/Tender; or
If the bidder, having been notified of the acceptance of its bid by SCI during the period of its validity: -
 a) Fails or refuses to accept/execute the contract; or
b) If it comes to the notice that the information / documents furnished in its bid is incorrect, false, misleading, or forged.
We undertake to pay to SCI up to the above amount up on receipt of its first written demand, without SCI having to substantiate its demand, provided that in its demand SCI will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.
This guarantee will remain in force for a period of forty-five days after the period of RFP validity and any demand in respect thereof should reach the Bank not later than the above late.
Date:
(Signature of Authorized Officer of Bank with Seal)
Name:
Designation
Please find below the Bank details of SCI:

Bank: UCO Bank, Supreme Court Compound, Supreme Court of India, New Delhi

IFSC Code: UCBA0000207

ANNEXURE-IV

Manufacturers Authorization Form

No:	Date
То,	
RFP/Tender No	
Dear Sir,	
offered) having factories at	(address of factory) do hereby (Name and address of
We hereby extend our full guaranty and warranty me for the goods and services offered by the above firm a	
	Yours faithfully,
	(Name)
	(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by an authorized person of the manufacturing Company.

ANNEXURE-V

Vendor Information Form

Bidders are requested to furnish the following information and enclose along with quotation.

Bidder Name:				
Address of the Bidder				
Name & Designation of Authorized person				
Contact information	Mobile no:	Telephone No:	Fax No:	Email:
	Bank det	ails of the Bidder	<u> </u>	
Bank Name				
Bank Address				
Bank Account No				
IFSC Code				_
PAN No.				
TIN No.				
GST No.				

Date:

Signature & Stamp of the Bidder

ANNEXURE-VI

Proforma for Performance Bank Guarantee

To,

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Supreme Court of India (SCI),

New Delhi

Whereas, <<name of the Bidder and address>> (hereinafter called "the bidder") has undertaken, in pursuance of the contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<name of the assignment>> to SCI (hereinafter called "the beneficiary").

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having it's head/registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> have agreed to give the Bidder such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of Rs.<Insert Value> (Rupees<Insert Value in Words>only) and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

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This Guarantee shall be valid until <<Insert Date>>)

Notwithstanding anything contained herein:

- a. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).
- b. This bank guarantee shall be valid up to <Insert Expiry Date>)
- C. It is the condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.

Please find below the Bank details of SCI:

Bank: UCO Bank, Supreme Court Compound, Supreme Court of India, New Delhi

IFSC Code: UCBA0000207

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ANNEXURE-VII

Contract Form

(On a Non-Judicial Stamp Paper of Rs.100.00)

India, Delhi-110 037, India (hereinafter "the Service Recipient") of the one part and of (hereinafter called "the Bidder") of
the other part:
WHEREAS the Service Recipient is desirous that certain Goods/Services should be provided by the Service Provider, viz
NOW, THIS AGREEMENT WITNESSETH AS FOLLOWS:
1. In this Agreement words and expressions shall have the same meaning as in the Terms and Conditions mentioned at various Sections of the above-referred
Bidding Document. 2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
a. The Service Recipient's Letter of Award (LOA)/Contract Nodated
b. The offer and price schedule submitted by the Bidder:
C. The schedule of requirement and the specifications mentioned in various Sections of the above-referred Bidding Document:
d. The terms and conditions in the above-referred Bidding Document:
3. In consideration of the payments to be made by the Service Recipient to the Bidder as hereinafter mentioned, the Bidder hereby covenants with the Service Recipient to provide the Goods / Services and to remedy defects therein in conformity with the provisions of Service Recipient's LOA and Bidding Document.
4. The Service Recipient hereby covenants to pay the Bidder in consideration of the provision of the Goods / Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under

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the provisions of the LOA at the times and in the manner prescribed in the LOA and Bidding Document.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws on the day and year first above written.

For and on behalf of

2)

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For and on behalf of

Registrar, Supreme Court of India

(Name of company)

2)

Signature:

Name:

Name:

Designation:

Company's stamp/Seal:

In the presence of (witness):

1)

Signature:

Name:

Designation:

Company's stamp/Seal:

1)

ANNEXURE-VIII

Non-Blacklisting Declaration

(Original signed copy on company letterhead)

This is to notify you that our company intends to su	bmit a proposal in response to the
tender/RFP for	(name of work/services).
It is hereby certified that; we are not blacklisted by Bidder of Central / State Government / PSU / Aut Authority in India as on date.	any Central / State Government / tonomous Body / any Regulatory
	(Authorized Signatory)
	Signature:
	Name:
	Designation
Seal:	
Date:	

ANNEXURE-IX

Existing Supreme Court Audio, Video & Camera Devices Details For
VC services.

S. No.	Item .	Make	Description	Qty
1	Screen/TV	Samsung	Product Type: LED Series - 7 Display: Screen Size (cm) 214 cm with 3840 x 2160 Resolution Video: Picture Engine - UHD Upscaling, PQI 1300, Dynamic Contrast Ratio, Peak Illuminator Audio: Dolby Digital Plus, DTS Premium Sound 5.1, 3D Sound, Sound Output -60 W, Smart Service: Samsung SMART TV Smart Interaction: Voice Interaction, Voice Control, Face recognition, Motion control Convergence: TV to Mobile - Mirroring, Mobile to TV - Mirroring, DLNA, SMART View, Wireless TV, WiFi Direct. Connectivity: HDMI 2, USB 2, Component In (Y/Pb/Pr), Composite In (AV), Digital Audio Out (Optical)	1

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2	Screen/TV	Samsung	Product Type: LED Series: 7 Display: Screen Size 1m 63cm (65"), Resolution 3,840 x 2,160 Video: Picture Engine, UHD Engine, PQI 1700, HDR (High Dynamic Range), Mega Contrast, Auto Motion Plus Audio: Dolby Digital Plus, Sound Output (RMS) 20W, Speaker Type 2CH Smart Service: Voice Interaction, UK English Convergence: TV to Mobile - Mirroring, Mobile to TV - Mirroring, DLNA, 360 Video Player, 360 Camera Support, Bluetooth Low Energy, WiFi Direct Connectivity: HDMI 3, USB 2, Component In (Y/Pb/Pr), Composite In (AV), Digital Audio Out (Optical).	5
3	Cameras with mic & speaker	Logitech	System Compatible: Windows® 7, 8.1, or 10 & macOS X 10.7 or higher CAMERA: Full HD 1080p & 720p HD with supported clients, 1.2x HD zoom SPEAKERPHONE: Integrated full duplex speakerphone with echo and noise cancellation & Controls for call answer/end, volume, mute, and camera movement Microphone (Tx): Omnidirectional microphone with 2.4 m diameter range & Frequency response: 200Hz – 8KHz Speakers (Rx): Frequency response: 220Hz – 20KHz - Max output: 80 dB SPL at 0.3 m COMPATIBILITY AND	15

			CERTIFICATIONS: Plug-and-play USB connectivity, Certified for Skype for Business, Zoom, Fuze, Google Meet, Cisco Jabber® and WebEX Compatible, BlueJeans, BroadSoft, GoToMeeting, Vidyo, and other video conferencing, recording, and broadcasting applications that support USB cameras	
4	Speaker	Jabra	Features: Built-in-microphone, wireless speaker connectivity, Headphones Form Factor On-Ear Wireless Type Bluetooth,	15
5	Surround Sound System	Boss	Supported audio formats: Dolby Digital, Dolby Digital Plus, Dolby TrueHD, DTS, Multichannel PCM. Video source compatibility: Support for six 4K/60 video sources (HDMI 2.0/HDCP 2.2) Inputs and outputs: 1 HDMI TM output with Audio Return Channel (ARC), 5 HDMI inputs, 2 optical digital audio connections, 2 coaxial digital audio connections, 2 analogue L/R audio inputs, 1 3.5 mm connection for the Acoustimass module, 1 data port, 1 IR repeater port, 1 Ethernet port for SoundTouch and software updates via a network, 1 USB	15

			connection for software updates only Front of the console: 1 HDMI input, 1 3.5 mm jack for ADAPTiQ system and headphones, 1 power button, 1 source button, 1 system setup button	
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ł				Four Full HD video inputs• Two Full HD video outputs• Seven audio inputs• Four audio outputs• Two USB 3.0 data inputs• SYSTEM COMPONENTS• Camera 10x, Phone HD or Phone 2nd Generation, SIP, H.323, 128 Kbps–6.0 Mbps• 1 x RJ-45 Network LAN 10/100/1000• 1 x Life size Link for Life size Phone HD or Phone 2nd Generation SUPPORT FOR UP TO TWO DISPLAYS• Any 720p or 1080p HD displays• Video Out 1 (primary) supports DVI-D/HDMI• Video Out 2 (secondary) supports DVI-I/HDMI/VGA	
	6	VC Device	Lifesize	HD 1080P60 PTZ CAMERA (LIFESIZE CAMERA 10X)* Wide-angle zoom lens with:* Auto focus/automatic gain control* 10 camera presets (near or far end)* Standard 3.0 m HDMI cable VIDEO SPECIFICATIONS* Maximum resolution 1920x1080, 16:9 aspect ratio1* All resolutions progressive scanning up to 60 frames per second* Over 200 resolutions supported Bitrates and resolutions (H.264 High Profile, AAC-LD):* 600 Kbps (720p30)* 820 Kbps (720p60)* 1.2 Mbps (1080p30)* 1.7 Mbps (1080p60) VIDEO STANDARDS* H.264 High Profile, H.264 Baseline Profile, H.263+, H.263 VIDEO INPUTS (4 INPUTS)* 4x HD Video In (up to 1080p60)	1

DVI/HDMI/VGA enabled VIDEO OUTPUTS (2 OUTPUTS)• Video Out 1 (primary) supports DVI-D/HDMI• Video Out 2 (secondary) supports DVI-I/HDMI/VGAFULLY INTEGRATED,

Supports cable distances:•
Shielded 24 AWG Cat5e: 46 m
(150')• Shielded 23 AWG Cat 6:
61 m (200')•
AUDIO FEATURES• WebRTC
NetEQ packet loss concealment•
Full duplex for natural
conversations• Echo cancellation
for echo-free calls•
Automatic gain control•
Automatic noise reduction

AUDIO STANDARDS • G.711, G.722, G.722.1C licensed from Polycom®, MPEG-4 AAC-LC, MPEG-4 AAC-LD, Opus AUDIO INPUTS (4 INPUTS). 2 x Line In balanced (Phoenix) 1 x Lifesize Link (Lifesize Phone HD or Phone 2nd Generation, with optional Lifesize Digital MicPods). 4 x HDMI via Video inputsAUDIO OUTPUTS (4 OUTPUTS) • 1 x Line Out balanced (Phoenix) • 1 x Lifesize Link (Lifesize Phone HD or Phone 2nd Generation). 2 x HDMI via Video outputs OTHER SUPPORTED STANDARDS• H.221, H.224, H.225, H.231, H.239/BFCP, H.241, H.242, H.245, H.281, RFC 3261, RFC 3264, RFC 2190, RFC 3407, RFC 2

Automatic provisioning Guest calling. Single button recording and sharing. Mobile calling. Video network management. Secure firewall traversal, plus NAT• SECURITY Ability to disable HTTP, SSH services• H.235 (AES) encryption support including strict compliance. TLS/SRTP support NETWORKING FEATURES. Adaptive motion control (AMC) including forward error correction (FEC) for superior video quality in all network conditions. NAT/firewall traversal (H.460/SIP). Auto bandwidth detection• IPv4 and IPv6 supp

7	VC Device	Polycom	Polycom® EagleEye™ III camera, codec, Polycom® HDX® Microphone Array, 4 Mbps point- to-point, H.264, H.264 High Profile IP, H.263++, H.261• H.239/Polycom People+Content• H.263 & H.264 Video Error Concealment Video input• 1 x Polycom® EagleEye™ HD camera• 1 x S- Video• 1 x DVI-IVideo out• 2 x DVI-I HD video out People video resolution• 720p, 30 fps from 512 Kbps• 720p, 60 fps from 832 Kbps• 1080p, 30 fps from 1024 Kbps• 4SIF/4CIF, 30 fps from 128 Kbps 4SIF/4CIF, 60 fps from 512 Kbps• SIF (352 x 240), CIF (352 x 288)• QSIF (176 x 120), QCIF (176 x 144)Content video resolution• Resolutions supported: HD (1920 x 1080), WSXGA+ (1680 x 1050), SXGA (1280 x 1024), HD (1280 x 720), XGA (1024 x 768), SVGA (800 x 600), VGA (640 x 480)• Output: 720p (1280 x 720), 1080 (1920 x 1080), XGA (1024 x 768), SVGA (800 x 600)• Content Sharing: People+Content and People+Content IPCamera• Polycom EagleEye III camera- 12x optical zoom Audio input• 2 x HDX microphone arrays supported• 1 x Line-level stereo in (RCA)• 1 x J.5mm stereo mini (PC Audio) • 1 x VCR/DVD stereo audio-in (RCA) Audio output• 1 x stereo output (RCA)Audio standards	
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	and protocols• Automatic gain control• Automatic noise suppression• Auto-MDIX• H.323 and/or SIP up to 4 Mbps• ISDN Quad BRI, PRI T! or E!•	

ANNEXURE-X

Technical Specifications

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Hearing of cases by Courts online by Video conferencing:

- 1. Development or provisioning of a customized comprehensive interface/platform for integrating with the Case Information Software of the Supreme Court for the hearing by video conferencing with the facilities:
 - a. to schedule the hearing by video conferencing, and
 - b. to automate the sending of invitation VC links by emails, SMS and WhatsApp to the Advocate-on-Record and Party-in-person.
- 2. Supreme Court can self-schedule video or audio conferences, connect, receive dial-in, without the involvement of the OEM.
- 3. The platform shall have the provision of exporting registration and attendance data to the SC database.
- 4. Initially setting up of video conferencing infrastructure for a minimum of 18 Courts with provision to increase the numbers at any time.
- 5. Setting up of video conferencing infrastructure for Courts in such manner to hear the matters completely through video conferencing or amalgamation of physical hearing and hearing by video conferencing making it feasible to Hon'ble Bench, physically present Advocates and Advocates appearing from the remote location to see, hear and interact with each other.
- 6. Setting up of video conferencing solution for 18 simultaneously sessions being on-premises or cloud-based solution.
- 7. The solution shall be either end to end encrypted or have SSL encryption and only work on WebRTC.
- 8. The System to be developed shall have the capability to manage up to 250 participants in a single meeting/ID with these participants joining from PC, laptop, mobile devices like android/iOS over an app, and PSTN networks.
- 9. The system for VC hearing shall be developed with the following provisions:
 - a. to create break-out rooms for Hon'ble Judges' discussion during hearing, and

- b. to create break-out rooms for Advocates to discuss matters between the Advocates and clients during such hearing.
- 10. The solution shall allow a minimum of 24 participants to be seen and heard *seriatim* with their names displayed on the screen in the sessions which are running and being heard.
- 11. The solution shall be an online, real-time collaboration tool with features like; IM, video, voice, audio, screen sharing, document/presentation sharing, recording, transcription, etc.
- 12. The solution shall have instant access from any browser.
- 13. The solution shall have interoperability to add various video endpoints to the meeting likewise: Hardware VC endpoints (H.323 & SIP), System/Laptop (O/s: Microsoft, Linux, MAC) & Mobiles (Android or iOS).
- 14. The solution shall compatibility of VoIP so that participants can join via Audio facility.
- 15. The solution should have a whiteboard for flashing messages, polling attendee status, Q&A, record meetings, or the session. The session should be over the web and exported to save locally or to NAS (Network-attached storage).
- 16. It shall support 'Active talker or equivalent' functionality to indicate the speaker at that moment.
- 17. The individual host of the meeting shall have following inmeeting controls which the host should be able to exercise from their own computer/ laptop/ desktop etc. namely:
 - a. Mute and unmute/turn on and turn off video self.
 - b. Mute and unmute/turn on and turn off the video of all users.
 - c. Lock / unlock meeting.

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- d. Change your own video layout.
- e. Dial out from the meeting control pane to invite and remind participants on audio/video
- f. The meeting control panel should be able to show the meeting host and attendees the names of all the participants connected to the meeting along with their device type detail.
- g. To make another participant as host of the meeting/session.
- h. To leave the meeting.

- 18. The solution should have a feature of administrator controls. Administrator/SC shall be able to control participants' video, audio & content/screen sharing controls remotely.
- 19. The solution shall provide the web-based portal for users to login/authentication for the VC system.
- 20. The solution shall be served with PSTN Local numbers availability of India & across Globe.
- 21. The OEM Telephonic Support shall be available 24x7x365 with 99.9% uptime India based.
- 22. The software licenses shall be required in the name of Registrar, Supreme Court of India. The licenses shall contain paper licenses and at least one set of media (viz. CDs), wherever applicable.
- 23. The platform should be delivered from on-premises or cloud in a secured manner at all times with encryption of data/media while in motion and at rest
- 24. The platform should provide cloud architecture so that audio and video conferencing traffic can be switched.
- 25. The platform should host Asia-Pacific preferably India based data centers with 100% Disaster Recovery site.
- 26. The data center should be Tier 3 or above.

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- 27. The video conferencing solution should be provided with a customized home page for the Supreme Court of India.
- 28. The prime URL should be on the name of Supreme Court of India & the FQDN shall be mapped with minimum two public IP's of different ISP's
- 29. The solution shall be provisioned with access control and audit trail mechanism as per industry standard and security norms defined by concerned regulatory bodies.
- 30. The solution shall have privilege-based VC access to a different group of users according to the requirement of the Supreme Court of India which can be controlled by the Administrator.
- 31. The solution must have a facility for Web Casting/live streaming.
- 32. All technical interfaces must comply with in-built security including firewalls with the software designed to create a barrier between Court information and the outside world.

Hardware's for video conferencing in Court Rooms:

- 1. Display (Screen/Monitor):
 - 1.1. Technology should be LED Backlit.
 - 1.2. Screen size (diagonal) minimum (Inch) should be of 100 (20 % less or high acceptable) after approval of the Competent Authority.
 - 1.3. Screen size (diagonal) minimum (Inch) should be 55 (20 % less or high acceptable) after approval of the Competent Authority.
 - 1.4. Non-Touch Screen Type
 - 1.5. Panel technology should be of In-Plane switching (IPS) with orientation Portrait and Landscape both.
 - 1.6. Required native resolution (Pixels) 1920 x 1080 (Full HD) & 3840 x 2160 (UHD)
 - 1.7. Acceptable aspect ratios: 16:9, 32:9 & 58:9
 - 1.8. Brightness (Nits) acceptable: 300, 350, 400, 450, 500, 600, 700, 1000, 1500 Or higher
 - 1.9. Viewing angle (Horizontal: Vertical) shall be 178:178 or better.
 - 1.10. Response Time (milliseconds) 8 maximum.
 - 1.11. Number of inbuilt speakers 2
 - 1.12. The wattage of Speaker (with maximum 10% THD) (Watt) 20 or better
 - 1.13. There should be an output port for Audio.
 - 1.14. Other required ports are HDMI, USB, RS 232C, RJ-45.
 - 1.15. The panel can be wall-mounted by provided brackets.
 - 1.16. Accessories to be supplied: AC Power cord, remote control, user manual, wall mount bracket, necessary cables, and connectors.

2. Video Camera Unit:

2.1. Video:

2.1.1 The hardware shall support Video Standards of H.264 and H.264 High Profile / H.265 Should support H.239 and BFCP protocols

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- 2.1.2 The Video frame rate must support 60 fps with 1080p resolution or better.
- 2.1.3 Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.
- 2.1.4 Should have at least 2 no.'s of FHD (High Definition) output to connect Full High Definition display devices such as plasma, LED, and projectors for both Video and content.
- 2.1.5 The unit must provide the flexibility to display video or content on any of the video outputs.
- 2.1.6 Should have one HDMI input to connect PC/ Laptop directly to the Video conferencing system and display resolutions up to 1080p (1920 x 1080)
- 2.1.7 Should have at least 2 HDMI inputs to connect two Full HD cameras with 1080p resolution
- 2.1.8 The system must have the ability to pair with laptop for sending content without any wires to the VC system.

2.2 Audio:

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- 2.2.1 Shall support audio standards like G.711, G.722, G.722.1 or better
- 2.2.2 There must be feature of noise reduction, automatic gain control, echo canceller.
- 2.2.3 Should have minimum 3 Microphone inputs to connect 3 microphones with scalability up to 9 microphones on concurrent basis & microphone should work with at least 15 mts distance.

2.3 Communication:

- 2.3.1 There should be one or more LAN /Ethernet-10/100/1000 Mbps full duplex.
- 2.3.2 It must support the H323/SIP up to 6 Mbps point-to-point.
- 2.3.3 Shall support auto Network Address Translation (NAT).
- 2.3.4 Must support IPv4 and IPv6.

- 2.3.5 The camera must support ITU-T standards-based Encryption of the video call & call should be encrypted end-to-end on IP.
- 2.3.6 It should also support Standards-based: H.235 v3 and AES Encryption via Automatic key generation and exchange.

2.4 Camera:

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- 2.4.1 The device should be supplied with two cameras, one focusing the camera and one focused on the audience. Both the cameras should be controlled by a single touch panel.
- 2.4.2 Minimum of 10 x optical zoom, +/- 90 deg PAN, +/-15 deg PAN
- 2.4.3 1920 x 1080 pixels progressive @ 60fps or better.
- 2.4.4 The Camera, Mic, touch panel, the codec should be from the same manufacturer.
- 2.4.5 Should have at least 70 degrees static field of view.

The VC Endpoint should seamlessly integrate with Comprehensive solution over H.323/SIP protocol & it should be able to share content/presentation over H.239 and combined camera feeds from both the cameras.

Manpower to Run Video Conference Service.

1. Resident Engineers

The Bidder shall provide Three Resident Engineers onsite for service support initially for a period of 6 months extendable up to 2 years, to ensure smooth conduct of Video Conferencing sessions for SCI.

REQUIRED EXPERIENCE MINIMUM OF 5 YEARS: The experience shall be in Administers desktop support & conducted VC in the past. Can handle the portal & troubleshoot the related issues. Can coordinate with the call center & get generated fault tickets. Shall know the active directory, can create user accounts, rights, security, and distribution groups. Can

install and manage DNS, DHCP, Anti-Virus Server, Print Servers, managing DHCP scopes on a windows server, and Linux based O/s.

Can deploying various applications. Has worked on Monitoring alert generated by the monitoring team. Did troubleshoot for desktop/laptop hardware, software & mail client Outlook express and MS-Outlook, etc. Preparation and Analysis of MIS reports.

Process Improvements and Automation. Scheduling reports on Business Objects. Experience in publishing and troubleshooting websites.

Can identify and rectify technical issues relating to connectivity, video, and audio-related issues, LAN/WAN related issues, hardware related all technical issues.

Qualifications and Skills:

Bachelor of Computer Management/Science or Bachelor in Information Technology or Bachelor in Sc. Or Bachelor of Computer Application. With MCP Certified or RHCSA Certified.

2. Session Moderators/Technical Coordinator:

The Bidder shall provide Five Session Moderators/Technical Coordinators onsite initially for a period of 6 months extendable up to 2 years, to conduct Video Conferencing sessions for SCI.

REQUIRED EXPERIENCE MINIMUM OF 2 YEARS: The experience shall be in conducting VC in the past. Can handle the VC sessions & troubleshoot the related issues. Can moderate the VC session and coordinate with all the participants for troubleshooting. Shall have the capability

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to identify and rectify technical glitches relating to Camera, Video/Audio, and network.

Qualifications and Skills:

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Bachelor of Computer Management/Science or Bachelor in Information Technology or Bachelor in Sc. Or Bachelor of Computer Application.

ANNEXURE XI TECHNICAL BID

SPECIFICATION COMPLIANCE SHEET					
Si. No.	Technical Specification	Description	Compliance (Yes/ No)		
1	Video Conferencing Solution with 16 + 2 ID's	Supply, Installation & Support			
2	VC endpoint Hardware's 16 + 2 Sets (Monitor, VC Endpoint)	Supply, Installation & Support			
3	Resident Engineers. 3 Nos. & Sessions Moderators/Technical Coordinator 5 Nos.	Depute & Support			
4	All Documentation & Training to the SC-CC Staff & Real-time support	Service			

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ANNEXURE-XII

Technical Score Sheet

Criterion	Range	Marks	Maximum Marks	
Number of Branches	Up to 5	10	20	
in India	5-10	15	1	
	11 and above	20	1	
Number of Manpower	0-500	05	20	
on roll	501-1000	15	1	
	1001 and above	20	1	
Numbers of Years of	Up to 5	10	20	
Registration	6 -10	15	1	
	11 and above	20	1	
Number of Clients	Up to 10	10	20	
with the minimum	11-30	15]	
budget/Turn over above 100 Cr.	31 and above	20		
Assessment of bid document by Technical Committee	To be awarded after proposed project	seeing a demo of	20	

ANNEXURE-XIII

Format for Queries / Suggested Changes in the NIT

Si. No.	Section/ Para/Page	Existing Provision	Query / Revised Provision

Please Note:

- This Annexure is to be sent by Email (boamsupremecourt.sc@nic.in) / Post / In-person at least 02 days before the date of the Pre Bid Meeting.
 Response to the queries and changes shall be uploaded on the official website https://main.sci.gov.in/ and shall also be emailed.

CHECK LIST

Checklist of the documents to be submitted with the bid

Sr. No.	Particulars	Confirm (Yes/No)
1.	Earnest Money Deposit	
2.	All pages serially numbered, signed & stamped on each page and <i>Hard/Spiral-bound</i> .	
3.	The audited Balance sheet of the last three years with Profit & Loss Account etc.	
4.	Copy of Certificate of Incorporation.	
5.	Supporting Documents in response to PQ Criterion	
6.	Documents in support of work/contracts fulfilled in support of the work experience.	
7.	Tender response cover letter as per Annexure-II	
8.	Manufacturer's Authorization Form as per Annexure-IV	
9.	Vendor information form as per Annexure-V	
10.	Non-blacklisting Declaration as per Annexure-VIII	
11	List of existing Hardware Annexure IX	
12	Technical Specifications Annexure X	
13	Technical specification compliance sheet as per Annexure XI	

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