# Expression of Interest for developing ARTIFICIAL INTELLIGENCE SOLUTION for automation of scrutiny of cases in Supreme Court of India

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# **KEY DETAILS**

AI-Scrutiny of Cases/2020/SCI-AM	
Developing Artificial Intelligence Solution for automation of scrutiny of cases in the Supreme Court of India	
The website of Supreme Court of India: <u>https://main.sci.gov.in/</u>	
A further amendment to EOI will be placed on the website only	
04/01/2021 at 11:00 hrs. at Supreme Court Premises, Tilak Marg, New Delhi	
Clarifications to be submitted by prospective bidders minimum of two days in advance of the pre-proposal meeting through email at <u>claims.tender@sci.nic.in</u>	
04/02/2021 up to 15:00 hrs.	
04/02/2021 at 15:30 hours.	
Earnest Money Deposit (EMD) : Deposit of EMD dispensed with in terms of Rule 170 of the General	

Envelope details	The envelope should clearly indicate the name of the Bidder and his address. The Bidder has the option of sending the EOI by speed post or registered post or in-person only. SCI takes no responsibility for delay, loss, or non-receipt of EOI within the stipulated date & time. EOI submitted by any other mode shall not be accepted.
Address for	Additional Registrar (AM), Supreme
communication	Court of India, New Delhi,110001

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

# **SECTION –I**

#### NOTICE INVITING EOI

# EOI Reference No: AI-Scrutiny of Cases/2020/SCI-AM Date: 24/12/2020

To,

# Subject: Expression of Interest for engaging a firm for developing Artificial Intelligence Solution for automation of scrutiny of cases in the Supreme Court of India

- 1. SCI invites sealed proposals for engaging a firm for developing an Artificial Intelligence solution for scrutiny of cases in the Supreme Court of India.
- 2. The Enterprise will work in close coordination with Registrar, SCI.
- 3. Bidder may download the inquiry documents from the web site <u>https://main.sci.gov.in/</u> and submit its EOI 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 EOI will be treated as late and rejected.

- 5. In the event of any of the abovementioned 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 without assigning any reasons or incurring any liability thereof.
- 8. This EOI is neither an Agreement and nor an offer by SCI to the interested Enterprises or any other person. The information in EOI 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.

#### For Supreme Court of India

**Sd/-**

**For Registrar** 

# **SECTION –II**

#### BACKGROUND

The Supreme Court of India has indigenously designed and developed an e-Filing Software. The e-Filing Software allows advocates and litigants to file their cases online 24x7. For filing any case, it is necessary for the advocate to fill in certain mandatory fields as given in Annexure-VIII. As per the guidelines issued by the Supreme Court, the Pdf files uploaded on the e-Filing portal must comply with PDF/A standards as well as OCR and DPI standards.

#### **CAPTURING OF NECESSARY DETAILS**

In every case filed before the Supreme Court, it contains a title clause wherein names and addresses of the parties is mentioned along with party number. This data can be read and can be used to avoid duplication and iterative exercise. To enter earlier court details, police, and prison data, the same process needs to be followed.

Prayers assume an important role in litigation before the Supreme Court and on the basis of certain prayers, the urgency or priority can be worked out. Therefore, putting intelligence into the prayer clause processing also needs to be worked out through machine learning.

#### SCRUTINY FOR OBJECTIONS

Every e-filed submission is scrutinized manually with smart assistance provided through the software. The list of objections is provided in the form of a master list. Type of objections changes as per the nature of the case and case type. As per the selected case type, the objection list dynamically changes. The objections can be marked by manual selection, the date of removing objection i.e. specific time limit is set as per Supreme Court Rules, 2013 and as per Practice and Procedure Handbook. The marked objections are immediately notified to the concerned advocate on the e-Filing Dashboard, besides email and SMS notifications. As per the time available at the disposal of the advocate to remove objections, alerts are managed on the e-Filing Dashboard of the Advocate-on-Record.

The objection list available in the Case Information System of the Supreme Court is borrowed from Supreme Court Rules, 2013. For marking any objection, contextual reading of the petition and the documents appended is an essential exercise. Therefore, it is necessary that the PDF file submitted by the user is read by a machine, and objections are automatically notified by giving a suitable date of compliance. The existing data can be fed to the machine so as to understand in which event, which objection has to be marked.

Many times, objections involve submitting amended copies of petitions or pleadings which would replace existing pleadings available in the file. Sometimes parties are called to replace the documents already filed, in such event AI or ML solution needs to provide a comparison matrix to find out changes made in the existing document already available on record.

#### ALLOCATION OF SUBJECT CATEGORY

The Subject Category is very crucial in various respects to process a case filed before the Supreme Court. The list of the Subject Categories is detailed in Supreme Court Rules, 2013. The very list of Subject Categories is made available on the official website of the Supreme Court for the benefit and use of the advocates and litigants. Accordingly, while e-Filing any case, it is expected of an advocate to select the apt subject category.

Similarly, it is expected of an advocate and litigant to enter details relating to various Acts and Sections involved in a case that is being e-filed. The entered details are scrutinized manually by the staff of the Supreme Court, and if found incorrect, the subject category is reviewed or replaced. Many times, the information relating to statutory provision is not entered or the most generic kind of information is entered. As a result of this, staff working in the Registry will have to correct or re-enter the information relating to Acts and Sections. Depending upon the compulsions, Act/Section fields are attended or sometimes left blank. Subject Category and Act/Sections are the distinguishing elements that help the Registry to assess position of the case in a queue.

Already a huge repository of cases is scanned and stored in a Document Management System of the Supreme Court. In all those cases, Subject Categories, Act/Sections entered manually are stored along with the documents as metadata. This available repository can be used to develop a machine learning module to predict and suggest Subject Categories and provisions of law involved in a case. The available pairing of documents and Subject Category can be used as a learning methodology to evolve a prototype.

#### **IDENTIFYING CASES INVOLVING COMMON QUESTION OF LAW**

To foster the faster disposal of cases, the identical, similar, linked cases or the cases involving common question of law are being identified for tagging or clubbing, as the case may be, so that these cases may be listed together for analogous hearing. A machine learning module is required to be developed to identity these identical, similar, linked cases or the cases involving common question of law.

It would be advisable that in the initial phase machine learning is conducted in a supervised mode. Similarly, the predictions are given as a result of output also need to be finalized by human intervention. Subsequently, deep learning modules will be considered based on accuracy in the results.

# **SECTION-III**

#### **SCOPE OF WORK**

- 1) The Supreme Court of India wishes to leverage artificial intelligence, machine learning, and deep learning to address critical challenges impacted by the processing of a vast amount of data received at the time of filing cases through e-filing or otherwise, either structured or unstructured.
- 2) By and large, the scope can be described as:
  - a) Natural language processing to understand legal documents, petitions, judgments, etc. and to automatically classify them in the relevant specialization
  - b) Software/machine learning capability to build a sophisticated hierarchy of classification models to analyze the contents of each case document contained in unstructured PDF documents to have a prediction, intelligent processing, smart classification, content extraction, and summarization.
- 3) The entire assignment is essentially consisting of three parts:
  - a) Automation of the filing process of litigation cases in SCI as detailed in Section-II 'Background' above.
  - b) Support for 6 months which will include training of manpower of SCI in running the software.
  - c) The Support for 5 years for bug fixing and upgradation of Solution.
- 4) There is some standard list of defects which till date are being evaluated manually as brought out in Section-II 'Background' and the same will be

shared with the Enterprise along with all the categories of cases.

- 5) The list of defects is not exhaustive, and the AI solution should be equipped to constantly update the new defects.
- 6) The source code and proprietorship of the AI solution shall vest with SCI.
- 7) The Solution will be hosted on the Server of the Supreme Court of India and if the solution is server-less, then the same shall remain within the control of the Supreme Court of India

- 8) The Service Provider will provide human resource support for at least 6 months which should be capable in the smooth running of Solution and should be well versed and technically competent for continuous updation of AI Solution by way of machine learning.
- 9) Five cases along with defects found and intimated to litigant and processing and admitting the case and then assigning the category will be provided in soft copy to enable understanding the assignment.
- 10) The SCI shall share a number of cases with the Service provider (SP) in each category so that the SP is enabled to develop the AI Solution.
- 11) The Service provider will take the utmost responsibility in handling the cases supplied for the development of AI Solution and the cases being of 3<sup>rd</sup> parties so in no case the same are to be shared with anyone else.
- 12) 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.
- 13) The AI Solution may be further upgraded to incorporate subsequent stages of processing of the case so the Bidder will NOT use any restrictive technology that prevents other vendors to work on the AI Solution provided by them to SCI in the future.
- SCI may or may not assign the work of annual maintenance/upgradation 14) of AI Solution to the same Enterprise once the Solution is stabilized/Support period. Though SCI will prefer the same Enterprise, in case some other Enterprise is engaged for the yet maintenance/Upgradation work, then the shortlisted Enterprise will assist smooth takeover by the new Enterprise which may require some technical input. The SCI will compensate the Enterprise suitably for the same and

the compensation decided by the competent authority of SCI shall be final.

- 15) The AI solution shall be operationalized in full at the site as early as possible not later than 90 days from the date of PO/LOI & shall be considered as a turnkey project. The same can be extended further by 30 days by Registrar SCI without any penalty. Delay beyond that will invite penalty.
- 16) The bidder shall provide comprehensive support for trouble-free operation of AI solution 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, support, and ensure uninterrupted availability of the same.
- 17) The bidder will provide a single point of contact detail with escalation matrix & SLA's agreed by the SCI registry with all penalty clauses.
- 18) The bidder shall be responsible for all risk to its deployed manpower under its obligation under the contract and shall make good at his 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.
- 19) The bidder shall provide training for the smooth operation of AI solution to SCI computer cell staff free of cost.
- 20) The Bidder shall provide periodic upgradation during the warranty period including inspection at least twice a year in addition to an on-call basis. 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.
- 21) The bidder must provide detailed project reports with all documents including warranty cards, licenses hardcopies, etc.
- 22) Bidder will ensure that all their employees designated to work are professionally trained and competent.

- 23) 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 suppliers' instructions.
- 24) Bidder shall 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 and ensure that a responsible person accompanies any of their visitors to the site.
- 25) Bidder is accountable for the following:
  - a) Keep tools in good condition.
  - b) Report to the SPOC any unsafe or unhealthy condition or any defects in any of the equipment.
  - c) Develop a concern for safety for themselves and others.
  - d) Not to operate any item of SCI unless they have been specifically trained and are authorized to do so.
- 26) If the bidder needs to carry out any major upgradation due to a technology change, the bidder shall take the prior permission of the registry before commencing such works.
- 27) The bidder at its own cost shall also arrange, secure, and maintain the insurance covers of hardware & manpower provided.
- 28) The bidder has to ensure that the provided AI solution shall be compatible with the Supreme Court existing Computers being used as present. If some new version of Computers and software will be needed, then it will be mentioned especially 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
- 29) The bidder has to 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.
- 30) Bidder shall have to submit a detailed project execution report & execution plan. The bidder shall keep the SCI informed on the progress of the development of the AI solution on monthly basis/ regular intervals to assure timelines as per the execution plan.

31) The Checklist for the Litigants/advocates is annexed at Annexure-VII and mandatory points to be checked by the Registry are annexed at Annexure-VIII.

# **SECTION-IV**

## **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.

Sr. No.	Parameters	<b>Evaluation Criteria</b>	Supporting Documents
1	Legal a) Entity/Registration of Company b) c)	incorporated and registered in India under the Indian Companies Act 1956 / Limited Liability Partnership	<ul> <li>a) Certificate of Incorporation /Copy of Registration Certificate(s)</li> <li>b) GST Registration Certificate</li> </ul>
	d) e)	acquisitions). Registered with the GST	

# 1. Pre-qualification (PQ)criteria:

Sr. No.	Parameters	<b>Evaluation Criteria</b>	Supporting Documents
2.	Annual Turnover	<ul> <li>Bidder are invited from small or micro enterprise as per definition given in <i>Micro, Small and Medium Enterprises Development Act, 2005 (as amended up to date)</i> and the bidders are required to furnish audited balance sheets of last three years</li> <li>2019-2020</li> <li>2018-2019</li> <li>2017-2018</li> </ul>	Audited Balance Sheet for 03 financial years (This condition does not apply to Central/State Government Autonomous bodies/Societies constituted under the Central/State Government Departments/Societies which run on a no- profit basis).
4	Office Support in NCR	The bidder company shall have at least one implementation / technical support office in the National Capital Region or to place the dedicated human resources in the compound of SCI for smooth functioning till the satisfactory working of the AI Solution The cost to the effect shall be borne by the bidder. Other firms may also if they like, depute dedicated human resources at SCI, besides, support office in the NCR.	Address of office
5	Part Bidding	The Bidder is required to quote for the complete Solution. The partial quote is liable to be rejected.	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
6.	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-IX.
7	Experience	<ul> <li>i. The Enterprise must have experience in carrying out at least 3 similar works of ₹50 lakh each.</li> <li>ii. All the projects shall have gone live or shall have been executed in the last 5 years ending on the last date of the month prior to bid submission month.</li> <li>iii. Interested Agency shall demonstrate the capability to deliver complex projects using open source stack to address large scalability, advanced security, high reliability, large traffic volume / concurrent users, and 24 x 7 availability.</li> <li>iv. The company shall have successfully executed projects for building analytical capabilities by machine learning models preferably in NLP for unstructured data (from design to implementation) for major clients preferably in the NLP for Court or research papers in universities or like repository solution providers.</li> <li>v. The projects as mentioned by the bidder should</li> </ul>	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
	N.	<ul> <li>demonstrate some of the aspects such as complex system design, uniqueness of the solution, use of artificial intelligence/machine learning, architecture, use of open source, use of advanced algorithms, scalability, mobile and web innovations, security, big data analytics, automated DevOps, automated DevOps, automated testing, etc.</li> <li>vi. Projects that are live in production will carry higher weightage during evaluation.</li> <li>vii. Submitted projects may be verified through an independent agency for the above details.</li> <li>iii. A maximum of 5-page write-up (for all three projects) in Calibri 12 fonts + citations should be furnished as part of the bid. Enterprises shall be shortlisted based on the relevancy of citations.</li> </ul>	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
8	Technology Category Technology Components	<ul> <li>i. Programming languages and frameworks, libraries Python/R/Java or J2EE TensorFlow, NumPy, scikit, matplotlib Spring or Struts; Hibernate;</li> <li>ii. Databases - Relational database such as MySQL or PostgreSQL; NoSQL database such as HBase or Cassandra; Graph DB.</li> <li>iii. Middleware &amp; Portal Application Server such as Apache Tomcat or Jetty or Nginx; Message queues such as Apache Tomcat or Jetty or Nginx; Message queues such as Apache Kafka or RabbitMQ; ESB such as Mule or Apache Camel; Portals such as Joomla or Drupal or Java/ PHP; Inmemory platforms such as Apache Ignite or Redis;</li> <li>iv. Data Integration, BI, and Analytics. Analytics platform such as Apache Flink or Spark; Data ingestion or query technologies such as Apache Pig or Hive or Impala or Presto;</li> <li>v. Mobile Apps -Mobile platforms such as Android or iOS or KaiOS; Mobile application frameworks such as jQuery Mobile or Mobile Angular UI or React Native;</li> <li>vi. Workflow Airflow Activity Luigi Oozie</li> </ul>	
		ALL CUTTING EDGE	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
		TECHNOLOGIES AND LANGUAGES SUPPORTING ARTIFICIAL INTELLIGENCE	
		vii. In addition to the above, self-sustainable serverless technology is also welcome.	
9	Skills required by the Resources:	<ul> <li>i. Principal Architect- Java, Mule, Tomcat, Rabbit-MQ, MySQL, SOLR, HBase, Hive, Spark, Knowledge of Spring, Springboot, ibernate framework, Micro-Services, Docker Service, DevOps practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, sci-kit-learn, NumPy, etc.</li> <li>ii. Product Manager- Agile working, Java, Mule, Tomcat, Rabbit-MQ,</li> </ul>	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
		<ul> <li>MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing &amp; Mtce</li> <li>Delivery Manager- PMP, Java, Mule, tomcat, Rabbit- MQ, MySQL, SOLR, Hbase, Hive, Spark, Android, EMS tools, Bug fixing &amp; Mtce, Agile concept</li> <li>Architect- <u>Back End Architect-</u>DBMS, Java, Mule, Tomcat, RabbitMQ, MySQL, SOLR, Hbase, Hive, Spark, AI/ML with Python, and libraries like Tensorflow, Keras, OpenCV, Matplotlib, sci-kit- learn, NumPy etc.</li> <li><u>Front End Architect</u>- Liferay, Android, Java Swing UI, HTML5, Knowledge of Spring, Springboot &amp; Hibernate frameworks, Micro- Services, Docker-Service, DevOps practices</li> <li>Security Architect- PKI Encryption, Encryption Algorithms, Vulnerability Assessment, Secure Code Review</li> <li>Technical lead Knowledge of Spring, Gradle build tool, Spring boot &amp; Hibernate frameworks, Micro- Services, Docker-Service, DevOps practices</li> </ul>	Documents
		Update client Technical lead- Enrolment/	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
		Update client Technical lead-Enrolment Backend Technical lead- Enrolment Backend Technical lead- API Technical lead- API Technical lead- API Technical lead- Portals Technical lead- Portals Technical lead- Auth/e KYC Technical lead- Auth/e KYC Technical lead- BI & analytics Technical lead- BI & analytics Technical lead- Mobile app Technical lead- Mobile app Technical lead- Ecosystem Technical lead- Ecosystem Technical lead- Build, testing & automation Technical lead- Build, testing & automation Vii. Database Admin- Database Admin viii. Business Analyst- Business Analyst ix. Developer- Knowledge of Jenkins, Puppet, SVN, GIT, Gradle build tool and working experience of Spring framework, Spring boot & Hibernate frameworks, Micro-Services, Docker- Service, DevOps practices, AI/ML with Python and libraries like Tensorflow, Keras, OpenCV, Matplotlib, sci-kit-learn, NumPy etc. Developer – Enrolment/ Update client Developer – Enrolment/ Update client Developer – Enrolment/	

Sr. No.	Parameters	Evaluation Criteria	Supporting Documents
		Developer – Enrolment Backend Developer – API Developer – API Developer – Portals Developer – Portals Developer – Auth/e KYC Developer – Auth/e KYC Developer – BI & analytics Developer – BI & analytics Developer – BI & analytics Developer – Mobile app Developer – Mobile app Developer – Ecosystem Developer – Ecosystem Developer – Build, testing & automation Developer – Automated build, testing & deployment x. Tester- Tester-Test Automation lead Tester-Test Automation lead xi. UI/UX/Graphics/Creative Designer	

## Note:

- a) Similar works mean the work/services mentioned at the Scope of work in this EOI document.
- b) Agencies not meeting the Pre-Qualification Criteria would be rejected.
- *c)* For serverless technology, the evaluation will be made accordingly.

# 2. Evaluation Process

- (a) The bidders shall be required to submit their proposal as regard how they want to carry out the exercise. They will be asked to make a presentation before the Committee as constituted by the Competent Authority. Technical evaluation of the submitted proposal with respect to the EOI will then be evaluated including Proof of Concept (POC) based on existing sample data.
- (b) The decision of SCI as regards the selection of Enterprise shall be final. No representations will be entertained in the matter of

selection of the bidder for carrying out the Contract.

- (c) The price shall be quoted entirely in Indian Rupees and will be paid on an actual basis. The price shall be written both in figures & words in the prescribed offer form.
- (d) For all the quoted prices and the numbers used during the process defined above, only two digits after decimal will be considered for calculation purposes and the same will be subject to standard rounding rules.
- (e) 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.

# **SECTION-V**

## **INSTRUCTIONS TO BIDDERS**

#### 1. Eligibility criteria:

The Bidder must be a small or micro enterprise falling under MSME as defined under the *Micro, Small and Medium Enterprises Development Act, 2005* (MSME Act). The main objective of inviting small and micro enterprises as defined under the Micro, Small and Medium Enterprises Development Act, 2005 (MSME Act) to develop the AI System for Supreme Court of India, is to attract and promote the young talent.

#### 3. Delivery Schedule:

- a) The Enterprise will have to develop the solution within 90 days from the date of the LOI/Purchase Order which can be extended for further 15 days.
- b) The timely execution of the proposal is of paramount importance and any delay in executing the LOI/purchase order shall be viewed seriously, which may even lead to the cancellation of the LOI/purchase order.

#### 4. Service Level Agreements (SLA)

- a) For Delivery
  - i) The software should be delivered as per the above Delivery Schedule.
  - ii) 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 @ (1%) One percent of LOA/PO value per week 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.

- iii) The penalty clause will not be applicable in case there is a delay/issue from the SCI side.
- b) For Support:
  - i) The Help Desk should be contacted to coordinate the maintenance / updation of Software. If deemed necessary, the Help Desk will dispatch a service technician.
  - ii) The uninterrupted working of software is key to the assignment and more in no case the resolution should take more than 24 hours of being intimated in deputing the human resource.

#### 5. The validity of quotation:

Bid/quotation should remain valid for a period of 45 days from the date of the bid opening.

#### 6. Performance Security/Bank Guarantee:

The successful Enterprise/ 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 is provided at Annexure-V.

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 EOI proceedings.

## 7. Signing of Contract:

The successful Enterprise/company will be required to execute an agreement on ₹100/- Non-judicial stamp paper with SCI within 5 days of the date of the award letter (LOA). SCI reserves the right to extend the period in case of any travel restrictions on account of Covid-19 pandemic conditions. The format of the Contract Form is enclosed at Annexure-VI.

#### 8. Payment terms:

- a) The Service Provider shall get the acceptance certificate of the work/deliverables from the SCI Officer-in-charge.
- b) After getting Acceptance Certificate from SCI Officer-in-charge, the Service Provider shall submit the invoice along with acceptance certificate(s) to the Admin-Material wing of SCI.
- c) 90% of 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.
- d) 10% of payment will be retained for a period of 6 months from the acceptance certificate.

# 9. Language:

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

# 10. Single point of contact (SPOC)

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

# **11.** Enterprise Details:

The Service Provider has to fill in the detailed form enclosed with this EOI Document as Annexure–IV and the same may be forwarded along with the proposal.

# 12. Discrepancies in prices

- a) 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
- b) If there is a discrepancy between the amount expressed in words and figures, the amount in words shall prevail,
- c) 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.

# 13. Acceptance of terms & conditions

Bidders are requested to submit a sealed and signed copy of this EOI document along with a proposal as acceptance of all terms & conditions.

In case a signed & stamped copy of this EOI is not submitted, it will be assumed that the recipient is, by responding to SCI's EOI document, deemed to have accepted the terms as stated in this document.

#### 14. 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 EOI on a no-cost no-commitment basis.
- c) SCI makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- d) This EOI 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.

#### **15. Conflict in Terms**

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

#### 16. Debarment

- i. A bidder shall be debarred if he has been convicted of an offenseunder 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.

#### 17. Termination:

A. Termination for Cause:

SCI may terminate the Contract, upon written notice to the Service Provider in the event of arising of any of the following conditions:

- a) The Service Provider fails to deliver the services or perform the works within the timelines specified in the Contract; or
- b) The Service Provider commits a breach of any of the terms and conditions of this Contract; or

c) The Serious discrepancy/Incompetency is observed.

Provided, before terminating the Contract upon any of the aforesaid grounds (a) to (c), SCI shall first serve a seven days' (7) 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.

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.

The software 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.

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.

#### B. 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 the Service Provider for the works and services completed by the Service Provider and accepted by SCI up to the date of termination of the Contract. The claim in this regard submitted by the service provider shall be evaluated and the decision of the competent authority of SCI shall be final.

## 18. Acceptance of part/whole bid/ modification-Rights thereof:

Supreme Court of India (SCI) reserves the right to accept or reject partly wholly or bid offer, or modify the technical specifications/requirements mentioned in this EOI 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.

#### **19. 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, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action, confiscation or any other action by Government Enterprises.

- 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 conditions will not be considered Force Majeure till such notification is made by Govt. of India. Though genuine needs arising out of travel restrictions will be kept in mind while relaxing timelines but that will be at the sole discretion of SCI.
- C. 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 restoration of normal conditions as soon as possible.
  - iii. Any period within which a Party shall, under 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.

#### 20. 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.

#### 21. Cost of the Proposal:

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

#### 22. Expense:

The Bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its EOI 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 process.

#### 23. Contacting SCI:

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

In case a Bidder attempts to influence SCI in its decision on scrutiny, comparison & evaluation of proposals, and awarding the contract, the EOI of the Bidder shall be liable for rejection in addition to

appropriate administrative actions being taken against that Bidder, as deemed fit by SCI.

## 24. Disqualification:

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

- a) The proposal is 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 EOI.
- 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 proposal form 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 EOI 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.

#### 25. Conflict of Interest:

SCI requires that the Bidder, under the scope of this EOI, 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 should 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.

#### 26. 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 an 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 other benefits may be obtained, or an obligation avoided.
  - iii. Any collusion bid rigging or anticompetitive behavior may impair the transparency, fairness, and progress of the procurement process.
  - iv. Improper use of information provided by the procuring entity to the bidder with intent to gain 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 the EOI or execution

process of the 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 the EOI process or to secure a contract.
- D. Disclosure of conflict of interest.

Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (A) 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.

#### 27. Risk Purchase:

If the Bidder fails to perform its obligations (or any part thereof) under this agreement and the 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 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 Enterprise. Any such incremental cost incurred in the procurement of the material from an 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 nondelivered services including human resources.

#### 28. Dispute Resolution

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

# ANNEXURE – I

#### **PRICE SCHEDULE**

Sr. No.	Description	Price	Tax Rate (%) & amount	Total Price (INR)	Weightage for arriving at Commercia I bid price (% age)	Weighted Value (In Rs)
		а	b	c=a+b	d	e=c*d/100
1.	Cost of development of AI Solution (Including installation and Commissioning).				60 20	
2.	Support for 6 months which will include training/handholding of manpower of SCI in running the software.				20	
3.	The Support for 5 years for bug fixing and upgradation of Solution (Annual Price to be quoted)					

The bidders are requested to submit the financial bid, as directed after evaluation of the EOI proposals along with rates strictly as per the 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 having details from columns 'a' to 'e' above at the appropriate bid stage.

# Signature with Stamp of Authorized Person

Date:

Place:

Full Name: Company's Seal:

# **ANNEXURE-II**

### EOI RESPONSE COVER LETTER

#### (Original signed copy on company letterhead)

[Date]

To,

The Registrar, Supreme Court of India, New Delhi

Ref: Response to EOI "Artificial Intelligence Solution for Automation of scrutiny of cases in the Supreme Court of India"

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer our proposal for EOI, as required and outlined in the EOI, 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 till the completion of the project.

Details	1	2
Name:		
Title:		
Company Name:		
Address:		
Phone:		
Mobile:		
Fax:		
E-mail:		

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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 nondelivery 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 do hereby submit 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 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 with the unconditional acceptance of all the terms and conditions set out in this EOI document.

We agree that the SCI is not bound to accept any response that may receive from us. We also agree that the SCI reserves the right in the absolute sense to reject all or any of the products/ services specified in the EOI response.

It is hereby submitted that I/We are entitled to act on behalf of our company/corporation/Enterprise/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

Deposit of EMD dispensed with in terms of Rule 170 GFR 2017

# **ANNEXURE -IV**

### **VENDOR INFORMATION FORM**

(Bidders are requested to furnish the following information and enclose along with the proposal.)

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

Signature & Stamp of the Bidder

Date:

### **ANNEXURE-V**

#### PROFORMA FOR PERFORMANCE BANK GUARANTEE

To,

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 its 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.

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 a 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

### **ANNEXURE-VI**

#### **CONTRACT FORM**

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

THIS AGREEMENT made on the \_\_\_\_\_day of, \_\_\_\_\_2020 between Supreme Court of India, Delhi-110 037, India (hereinafter "the Service Recipient") of the one part and \_\_\_\_\_\_(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. (Brief description of Goods and Services) and has accepted a bid submitted by the Bidder in response to the Service Recipient's Bidding Document Reference for the supply of those Goods/Services in the sum of Rs.

......) (hereinafter called "the Contract Price").

#### 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 No. dated.
  - 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 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 the day and year first above written.

For and on behalf of	For and on behalf of
Registrar, Supreme Court of India	(Name of company)

Signature:	Signature:
Name:	Name:
Designation:	Designation:
Company's stamp/Seal:	Company's stamp/Seal:
In the presence of (witness):	
1)	1)
2)	2)

# **ANNEXURE VII**

### CHECKLIST FOR THE LITIGANTS/ADVOCATES

1)	Che	ecklist
ŗ	i.	Whether SLP (Civil) has been filed in Form No. 28 with a certificate as per Notification dated 17.6.1997?
		Yes/No
2)	ii.	Whether the prescribed court fee has been paid? Yes/No
2)	i.	Whether proper and required numbers of paper-books (1+3) have been filed?
		Yes/No
	ii.	Whether a brief list of dates/ events has been filed?
		Yes/No
	iii.	Whether paragraphs and pages of paper books have been numbered consecutively and correctly noted in Index?
		Yes/No
3)	acc	ether the contents of the petition/appeal, applications, and ompanying documents are clear, legible, and typed in double space on side of the paper?
		Yes/No
4)		ether the petition and the application bear the signatures of the nsel/In-person?
		Yes/No
5)		ether an affidavit of the petitioner in support of the petition/appeal/ lication has been filed, properly attested, and identified?
		Yes/No
6)	doc	here are any vernacular documents/portions/lines and translation of such uments are not filed, whether an application for exemption from filing icial Translation, with an affidavit and court fee, has been filed? Yes/No/NA
7)	Ifa	party in the court below has died, whether an application for bringing
')	LRs	s on record indicating the date of death, relationship, age, and addresses s with an affidavit and court fee has been filed?
	uiti	Yes/No/NA
8)		

i. Whether the Vakalatnama has been properly executed by the Petitioners/appellants and accepted and identified by the Advocate and Memo of Appearance filed?

Yes/No

ii. If a petitioner is represented through power of attorney, whether the original power of attorney in English/translated copy has been filed and whether an application for permission to appear before the court has also been filed?

Yes/No

Yes/No

Yes/No

i) Whether the petition is filed by a body registered, under any Actor Rules?

	<b>T</b> C			<b>C</b> 1	<b>.</b>	(1) 10
11)	It yes,	is a	copy	of the	Registration	filed?

- i) Whether the person filing a petition for such an incorporated body has the authority to file the petition?
- ii) If yes, is proof of such an authority filed?

Yes/No

Yes/No

- 9) Whether the petition/appeal contains a statement in terms of order XVI/XXI of Supreme Court Rules as to whether the petitioner has filed any petition against the impugned order / Judgment earlier, and if so, the result thereof stated in the petition?
  - Yes/No
- 10) Whether a certified copy of the impugned judgment has been filed and if a certified copy is not available, whether an application for exemption from filing certified copy has been filed?

Yes/No

11) Whether the particulars of the impugned judgment passed by the Court(s) below are uniformly written in all the documents?

Yes/No

12)

iii.

iv.

i. Whether the addresses of the parties and their representation are complete and set out properly and whether detailed cause title has been mentioned in the impugned judgment and if not, whether the memo of parties has been filed, if required?

Yes/No

ii. Whether the cause title of the petition/ appeal corresponds to that of the impugned judgment and names of parties therein?

Yes/No

13) Whether in case of an appeal by certificate the appeal is accompanied by judgment and decree appealed from and an order granting certificate?

Yes/No

14) If the petition/appeal is time-barred, whether an application for condonation of delay mentioning the no. of days of delay, with an affidavit and court fee has been filed?

Yes/ No/NA

15) Whether the Annexures referred to in the petition are true copies of the documents before the Court below and are filed in chronological order as per the list of dates?

Yes/No

16) Whether the petition/appeal is confined only to the pleadings in the Court/Tribunal below?

Yes/No.

Yes/No

- 17) If not whether an application for taking additional grounds/ documents with affidavit and court fee has been filed?
- 18) A
  - i. In SLP/Appeal against the order passed in the Second Appeal whether copies of the orders passed by the Trial Court and First Appellate Court have been filed?

Yes/No/NA

ii. If required copy of the judgment/order/notification/award etc. is not filed, whether a letter of an undertaking has been filed in civil matters?

Yes/No/NA

19) In matters involving conviction whether separate proof of surrender in respect of all convicts or application for exemption from surrendering has been filed? (Please see judgment dated 16.6.2006 in Crl. Appeal No.685/2006 entitled Mayuram Subramanian Srinivasan Versus C.B.I) (Copy of surrender proof to be included in the paper books.)

Yes/No/NA

20) Whether in the case where proof of surrender/ separate certificate from the jail Authority has not been filed, an application for exemption from filing a separate proof of surrender has been filed?

Yes/No

21) In case of quashing of FIR whether a copy of the petition filed before the High Court under section 482 of Cr.P.C. has been filed?

Yes/No

22) In case of anticipatory bail whether a copy of FIR or translated copy has been filed?

Yes/No

- 23)
- i. Whether the complete listing proforma has been filled in, signed, and included in the paper-books?

Yes/No

ii. If any identical matter is pending/ disposed of by Supreme Court, whether complete particulars of such matters have been given? Yes/No/NA

Date:

# ANNEXURE VIII

### MANDATORY POINTS TO BE CHECKED BY REGISTRY

- 1. SLP(Civil) shall be filed in Form No.28 with a Certificate as per Notification dated 17.6.1997.
- 2. A certified copy of the impugned judgment shall be filed and if a certified copy is not available, an application for exemption from filing a certified copy shall be filed.
- 3. In case of an appeal by certificate, the appeal is accompanied by judgment and decree or appealed from; certificate granted by the High Court and the granting the said certificate.
- 4. A statement has been given in terms of O.XVI R.4(2)/O.XXI R.3(2) of Supreme Court Rules that the petitioner has not filed any petition against the impugned judgment and earlier. If the petitioner had filed such a petition earlier, the particulars and results thereof have been given.
- 5. The petition and the applications have been signed by the Advocate-on-record/ Petitioner-in-Person.
- 6. An affidavit of the petitioner properly attested and identified has been filed.
- 7. Memo of Appearance has been filed.
- 8. Vakalatnama properly executed by the petitioner(s) and duly accepted by the Advocate has been filed. Vakalatnama duly attested by the Jail Authority/Proof of Surrender along with a separate Certificate of the Jail Authority has been filed, if the petitioner(s) is/are in Jail.
- 9. In the case where proof of surrender/separate certificate from the Jail Authority has not been filed, an application for exemption has been filed.
- 10. The Proper Court fee has been paid.
- 11. Proper and required number of paper-books (1+3) have been filed.
- 12. A brief List of dates/events has been filed.
- 13. An application for condonation of delay has been filed if the matter is barred by limitation.

\*\*\*

## ANNEXURE-IX

### NON-BLACKLISTING DECLARATION

(Original signed copy on company letterhead)

This is to notify that our company intends to submit a proposal in response to the EOI for \_\_\_\_\_(name of work/services).

It is hereby certified that; we are not blacklisted by any Central/ State Government/Bidder of Central/State Government/PSU/Autonomous Body/ any Regulatory Authority in India as of date.

Seal: Date:

(Authorized Signatory)

Signature:

Name:

Designation:

# ANNEXURE X

### TECHNICAL SCORE SHEET

Criterion	Range	Marks	Maximum Marks
Numbers of	Up to 3	5	10
Years of	4 to 5	8	
Registratio	Above 5	10	
n			
Number of	3	5	10
Projects	4-10	8	
	11 and above	10	
Number of	Up to 20	5	10
Manpower	20-50	8	
	More than 50	10	
Technical	Presentation	15	70
Committee	And Write up		
Evaluation			
Award on			_
the basis of	Innovation and	40	
the	implementation		
evaluation	approach		
of write-ups		. –	_
and kind of	Expertise in the	15	
projects	required areas of EOI		
undertaken	(ML, AI with reference		
by the	to NLP on		
bidders	unstructured data)		

Note: The bidders may be provided legacy data of 50 cases, if so desired, to develop a prototype of solution for presentation before the Committee.

## **CHECKLIST** (DOCUMENTS TO BE SUBMITTED WITH EOI)

Sr. No.	Particulars	Confirm (Yes/No)
1.	All pages serially numbered, signed & stamped on each page, and <i>Hard/Spiral-bound</i> .	
2.	The audited Balance sheet of the last three years with Profit & Loss Account etc.	
3.	Copy of Certificate of Incorporation.	
4.	Supporting Documents in response to PQ Criterion	
5.	Documents in support of work/contracts fulfilled in support of the work experience.	
6.	EOI response cover letter as per Annexure-II	
7.	Vendor information form as per Annexure-IV	
8.	Non-blacklisting Declaration as per Annexure-IX	
9.	Technical Specifications Annexure X	
10.	Technology Category Technology Components	
11.	Skills required by the Resources	