

Rajasthan Medical Services Corporation
Gandhi Block, Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur

Phone No: 0141-2228059-65, Fax No: 0141-5111040

E_mail : rmsc@nic.in

CIN: U24232RJ2011SGC035067

Website : www.rmsc.health.rajasthan.gov.in

S. No: F. 4()/RMSC/Admin./2019/ 749

Dated: 05-11-19

NOTICE INVITING BID

Bid is invited up to date 15-11-2019 at 11:00 am on Single Source Basis as per RTPP act 2012 section 31 (1a) and RTPP rule 2013 17(1) for hiring of the Service of Consultant (Legal) Sh. Ram Khiladi Rawat (Retired ILS) for 12 (twelve) months.

Rupees 30,000/- per month will be given for this work. If you agreed, send your consent up to date 15-11-2019. Other terms & condition may be accessed at www.rmsc.health.rajasthan.gov.in.


Officer on Special Duty
RMSC

TERMS OF REFERENCE AND SCOPE OF SERVICES
CONSULTANT (LEGAL)

Background:

Rajasthan Medical Services Corporation is the procurement agency for procuring medicines/surgical & suture items for Medical & Health/ Medical Education Department & RUHS. In doing so, the corporation faces a number of litigation cases. As on now, there is no legal expertise available with the corporation to deal with such cases. Therefore, it has been decided to hire legal consultant.

A person is having legal services experience of minimum 10 years and who retired from any Government or any Government company/corporation is eligible to apply.

Scope of work:

1. To advise on legal matter's in RMSC.
2. To check the terms & condition of the tender with legal aspect.
3. To attend court cases as when where desirable.
4. To consult concerned executive director for factual statement for filing the reply in the concern court.
5. To vet any legal document.
6. To file caveat.
7. Getting reply prepared after consulting Government advocate/panel lawyer.
8. Getting the court stay vacated after consulting Government advocate/panel lawyer.
9. Filing appeal in the higher court if required.
10. Maintain legal records so that references may be found out quickly.
11. Monitoring & maintenance of all court case files & uploading on "LITES" software timely.
12. Any other related assignment, in the larger interest of Corporation.

Others duties assigned at the level of Medical and Health Department (Administrative Department) including:

13. Legal advice/opinion on policy and other matters.
14. Monthly monitoring of cases.
15. Regular monitoring of contempt cases.
16. Various administrative appeals filed in the Government.
17. Monitoring & updating of "LITES" website.
18. Conducting meeting of the litigation committee.
19. Interdepartmental matters.
20. Any other miscellaneous matters as per the directions of Chairman, RMSCL and Principal Secretary (M&H).



1. **Payment terms** :

- **Ceiling** : For services rendered pursuant as above, the client shall pay the Consultant an amount not exceed a consolidated amount of ₹ 30,000/- fixed (Rupees Thirty Thousand only) per month inclusive of conveyance and telephone expenses as well, subject to deduction of statutory taxes, if applicable as per applicable law of the land.
- **Schedule of Payments**: The schedule of payments is specified below:
₹ 30,000/- per month payment will be in each month following the performance of his services (on and before 10th day) on raising claim by the Consultant.
- **Payment Conditions** : Payment shall be made in Indian Rupees.

2. **Performance Standards** : The Consultant has undertaken and performs the Services with the highest Standards of professional and ethical competence and integrity.

3. **Confidentiality** : The Consultant shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.

4. **Disposal of Work** : On day to day basis.

5. **Consultant not to be Engaged in Certain Activities** : The Consultant agrees that , during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

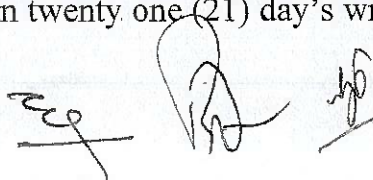
6. **Assignment** : The Consultant shall not assign this Contract or sub-contract any portion of it to any other consultant without the Client's prior written consent.

7. **Law Governing Contract and Language** : The Contract shall be governed by the laws of India, and the language of the Contract shall be English.

8. **Dispute Resolution** :

1. Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjustment/arbitration in accordance with the laws of the Client's country.
2. In case of any litigation between the parties, jurisdiction will be Jaipur.

9. **Termination of Contract** : The Client may terminate this contract at any time during the contract period without giving any reason. Similarly, the Consultant may, by not less than twenty one (21) day's written notice to the Client, terminate this Contract.



10. Fraud and Corruption :

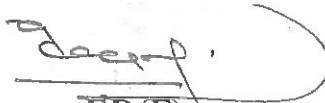
1. According to RMSCL policy it is required that the consultant observes the highest standard of ethics during execution of such contracts.
2. For the purpose of this Sub-clause, the terms set forth are defined as follows:
 1. "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the action another party;
 2. "fraudulent practice" is any act of commission or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 3. "Collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including improperly influencing the actions of another party;
 4. "Coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of party;
 5. "Obstructive practice" is "deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or collusive practices; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation."

Will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a contract.

If the Client determines that the Consultant has engaged in corrupt, fraudulent, collusive or coercive or obstructive practices, in competing for or in executing the Contract, the Client may, terminate the Consultant's employment under the Contract and cancel the contract immediately.

11. MD, RMSCL will be at liberty to rescind the contract any time without assigning any reason.


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