



## Rajasthan Medical Services Corporation

Swasthaya Bhawan, Tilak Marg, C-Scheme, Jaipur

Phone No: 0141-2228059-65, Fax No: 0141-2228065

E\_mail : osdrmsc@nic.in

CIN: U24232RJ2011SGC035067

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

S. No: F. 4()/RMSC/Admin./2024/ 317

Dated: 12-4-24

### Notice Inviting Bid

Rajasthan Medical Services Corporation Ltd. (RMSCL) invites offer from Law firms for providing consultancy services {01(One) Unit} at Head office for contract duration of 01 (One) year :-

S. No.	Description of Services	Estimated Cost (Rs. in Lacs)	Performance Security (Rs. in Lacs)	Tender Form fees (RMSCL Fees) (Rs.)	Date of Start of sale of tender document	Date and Time of per-bid meeting	Last Date and Time for sale of tender document	Last date and time for receipt of Tender	Date and time of tender opening (Technical Bid)
1	Hiring a Law firm for providing consultancy services	06.00	0.30	2360/- (Including GST)	12.04.2024	22.04.2024 at 11.00AM	26.04.2024 at 12.00 Noon	26.04.2024 at 3.00 PM	26.04.2024 at 5.00 PM

1. The tender form may be accessed/downloaded from www.rmsc.health.rajasthan.gov.in and "http://sppp.raj.nic.in" Portal. The prescribed tender fee of form Rs. 2360.00/- (Including GST) may be submitted through the demand draft in favour of Rajasthan Medical Services Corporation Limited, Jaipur on and before the scheduled time and date.
2. The tender fee for downloaded form may be deposited at the time of submitting the tender form.
3. The pre-bid meeting will be held on 22.04.2024 at 11.00 AM in Conference Hall, at RMSCL, Jaipur Head Office.

Officer on Special Duty  
**Signature valid**

RajKaj Ref  
6581566



Digitally signed by P.endra Singh  
Designation: Executive Director  
Date: 2024.04.12 12:47:13 IST  
Reason: Approved

# Rajasthan Medical Services Corporation

(A Govt. of Rajasthan Undertaking)

Gandhi Block, Swasthya Bhawan, C-Scheme, Jaipur

Phone No: 0141-2228061-62, Fax No: 0141-2228065

E\_mail: [edf-rmsc-rj@nic.in](mailto:edf-rmsc-rj@nic.in)

CIN: U24232RJ2011SGC035067

Website: [rmsc.health.rajasthan.gov.in](http://rmsc.health.rajasthan.gov.in)

## Request for Proposal

For

### Hiring of Law Firm for providing Consultancy Services

RMSCL wants to hire a Law Firm (Bidder) for providing legal consultancy services {01 (One) unit} at RMSCL Head Quarter. The duration of the contract would be of 01 (One) Year and extendable with mutual consent and as per RTPP Act, 2012 and Rule, 2013.

#### 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 Additional Chief Secretary (Signature Not Verified)

The scope of work, mentioned is just indicative. It will have to be executed in good faith. Digitally signed by Rajendra Singh  
Designation : Executive Director  
Date: 2024.03.21 18:26:03 IST

RajKaj Ref.  
0207833



Reason: Approved

### The Bidder Firm Profile:

S. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of Head Office/Registered Office	
	Telephone number	
	E-mail Address	
	Website address of the Company	
	Key person (s) with contact details	
3.	Authorized Official with Name, Designation, Contact Phone No./Mobile No. / FAX No. etc. for the RFP	
4.	GST and TAN No. of Firm	
5.	PAN No. of Firm	

### Eligibility Criteria of the bidding firm :

S. No.	Eligibility Criteria	Supporting Documents
1	The Consultant should be a company registered under Companies Act, 1956 / 2013 / LLP Act, 2008/ partnership / proprietorship firm, in India and operating in the field of legal advisory for at least 10 years as on the date of RFP. The bidder should not be individual/ HUF etc.	A write up about the Bidder's, its standing and past work done. (Not exceeding 2 pages). A copy of the Registration Certificate or any other valid certificates issued by Registrar of Companies / firms (if applicable) and full address of the registered office.
2	The Company / firm should have at least 01 (one) partner / director with a minimum of 10 years of experience in legal advisory.	CV along with self-declaration for the experience.
3	The Bidder should have average annual turnover of Rs. 30 Lakhs (Fees for providing legal consultancy services) per year during the last three financial years (2020-21, 2021-22 & 2022-23)	Copy of Audited Annual Financial Statement for each of the last 3 financial years (2020-21, 2021-22 & 2022-23)
4	The Bidder should have minimum (Two) years working experience of	Signature Not Verified Digitally signed by Rajendra Singh Designation: Executive Director Date: 2024.03.21 18:26:03 IST Reason: Approved

	providing legal consultancy to the Central Government departments/ any of the State Government departments or Public Sector Undertakings (PSU's) /Board /Company /Corporations of both central and state government as on date of RFP submission.	
5	The Bidder should not have been blacklisted by the Central Government departments/ any of the State Government departments or Public Sector Undertakings (PSU's) /Board /Company /Corporations of both central and state government or any bank / institution in India as on date of RFP submission.	Self-declaration to this effect on the Bidder's letter head should be submitted.
6	The Bidder should have an office in Rajasthan preferably in Jaipur with at least 10 team members and a Senior Partner located and based in Rajasthan.	Self-declaration to this effect on the Bidder's letter head should be submitted along with the Rajasthan preferably in Jaipur office address along with details of the Senior Partner Located in the Rajasthan office.

**Eligibility Criteria of legal consultant:**

S. N o.	Educational qualification	Length of professional experience	Experience on eligible assignments
1	Bachelor's Degree in Law from a National Law School or a recognized (UGC) University	Minimum 05 (Five) years of experience and should be well acquainted with the legal procedures of the Court of law.	The legal consultant must have working experience of 02 (Two) years for providing legal consultancy to the Central Government departments/ any of the State Government departments or Public Sector Undertakings (PSU's) /Board /Company /Corporations of both central and state government as on date of RFP submission.

**Assignment: Duration, Reporting and Performance**

- The Legal Consultant will be engaged full-time as an individual consultant for a period of 01 (One) years from the date of signing of agreement.

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 Digitally signed by Rajendra Singh  
 Designation : Executive Director  
 Date: 2024.03.21 18:26:03 IST  
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- The Legal Consultant shall report to the MD, RMSCL. The quality of service and performance of the legal consultant will be reviewed by the OSD, RMSCL.
- Consultant shall be provided adequate sitting arrangement at RMSCL headquarter.

**Performance Standards:**

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

**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.

**Conflict of interest-**

The Consultant should not have any conflict of interest with ongoing and future projects of RMSCL.

Conflict of interest clause 81 of RTPP Rule, 2013 shall be applicable.

**Disposal of Work :**

On day to day basis.

**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.

**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.

**Law Governing Contract and Language:**

The Contract shall be governed by the laws of India, and the language of the Contract shall be English.

**Dispute Resolution:**

1. Any dispute arising out of the Contract, shall be referred to arbitration in accordance with the laws of the Client’s country.
2. In case of any litigation between the parties, Jurisdiction shall be at Jaipur.

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 Digitally signed by Rajendra Singh  
 Designation : Executive Director  
 Date: 2024.09.21 18:28:05 IST  
 Reason: Approved

## Appeal:

If any bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of RTPP Act 2012 or the rules 2013 or guidelines issued thereunder, he may file an appeal. All appeals would be settled as per RTPP Acts, 2012 and RTPP Rules, 2013.

## 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.

## Fraud and Corruption:

- According to RMSCL policy it is required that the consultant observes the highest standard of ethics during execution of such contracts.
- 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 can cancel the contract immediately.

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Digitally signed by Rajendra Singh  
Designation : Executive Director  
Date: 2024.03.21 18:26:03 IST  
Reason: Approved

- MD, RMSCL will be at liberty to rescind the contract any time without assigning any reason.
- The firm shall not replace/substitute Legal Consultant without the written prior permission of MD, RMSCL.

**Firm should be submitting their proposed rated in prescribed format:**

<i>Item</i>	<b>Cost</b>
	<i>Legal Consultant Firm must state the proposed Cost on monthly basis (for 12months)</i>
	<b>Amount in Rupees</b>
<b>Cost of the Financial Proposal</b>	
<b>(A) Remuneration</b>	
<b>(B) Reimbursable (if any)</b>	
<b>(C) Service Charge</b>	
<b><u>Total Cost of the Financial Proposal:</u></b> <b>[D] = [A+B+C]</b>	
<i>Type of taxes e.g., Goods and Services Taxes (GST)</i>	

### **PAYMENT TERMS**

- Payment may be released on the monthly basis (12 equal installments), if Assignment is carried out satisfactory as per the agreed and stipulated terms.
- Further, the payment will be subject to statutory deduction like TDS etc.
- If the work is not carried out as per the time schedule given, Corporation shall be free to levy liquidated damages, other penalty as per RTPP Act, 2012 and Rule, 2013 and decided by MD, RMSCL.
- All expenditure like TA/DA etc. will be borne by RMSCL as per TA/DA rules of RMSCL.

### **Leave:**

As per Department of personal (DOP), Rajasthan circular dated 28-03-2023.

**All other aspects of the tender/agreement shall be covered as per the provisions of RTPP Acts, 2012 and RTPP Rules, 2013**

**OSD, RMSCL**

Signature Not Verified

RajKaj Ref  
6207693

Digitally signed by Rajendra Singh  
Designation : Executive Director  
Date: 2024.03.21 18:26:03 IST  
Reason: Approved