

Request for Quotations (RFQ) Document
For Hiring of Services on legal matters under E-Mitra

Reference No. F4.9 (1092)/RISL/Tech/Misc./2023/25022001

Dated: 22-01-2025

Mode of Bid Submission	Manual Submission		
Procuring Authority	Managing Director, RISL, First Floor, B-Block, Yojana Bhawan, Tilak Marg, C-Scheme, Jaipur (Rajasthan)		
Last Date & Time of Submission of Bid	Date/Time: 28-01-2025 at 3:30 PM		
Date & Time of Opening of Techno-Commercial Bid	Date/Time: 28-01-2025 at 4:00 PM		
Name of the Bidding Company/ Firm:	M/s AD LITEM LAW ASSOCIATES Advocate & Law Consultant		
Contact Person (Authorised Bid Signatory):	Sh. Yogendra Singh Rajawat Managing Partner		
Correspondence Address:	614, Mahaveer Nagar, Tonk Road, Jaipur-302018		
Mobile No.	9829005663	Telephone & Fax Nos.:	
Website & E-Mail:	yogendra.rajawat@gmail.com		

RajCOMP Info Services Limited (RISL)

First Floor, Yojana Bhawan, B-Block, Tilak Marg, C-Scheme, Jaipur (Rajasthan)

Web: <http://risl.rajasthan.gov.in> , Email: info.risl@rajasthan.gov.in

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CHAPTER -1**1. INVITATION FOR BID (IFB) & NOTICE INVITING BID (NIB)**

Reference No. F4.9 (1092)/RISL/Tech/Misc./2023/25022001

Dated: 22-01-2025

Unique Bid No. – RIS2425SSSS00074

RISL invites bid/ proposal from M/s AD LITEM Law Associates for Legal Consultancy Services under E-Mitra Project through Single Source Procurement Method for a period of one year.

Name & address of procuring entity	Rajcomp Info Services Limited, 1 st Floor, C-Block, Yojana Bhawan, C-Scheme, Jaipur
Name & address of OIC	Sh. Pooran Mal Gupta, SA (Jt. Director), DoIT&C, New IT Building, Yojana Bhawan, C-Scheme, Jaipur.
Nature of Services	Hiring of Legal Consultancy Services under e-Mitra Project through Single Source Procurement Method for a period of one year.
Estimated Cost	Rs. 6 Lakh (Rs. Six Lakh)
Bid submission End Date/ Time	28-01-2025 at 3:30 PM
Bid Opening Date/ Time	28-01-2025 at 4:00 PM
Websites for downloading Tender Document, Corrigendum's, Addendums etc.	http://risl.rajasthan.gov.in http://sppp.raj.nic.in/
Bid Validity	90 Days from the date of bid submission
(Pooran Mal Gupta) SA (Jt. Director)	

Note:

- 1) Bid Procedure: Single-stage: Single envelope Bid procedure.
- 2) Bidder (Authorised Signatory) shall submit financial bid in prescribed format.
- 3) RISL will not be responsible for delay in submission due to any reason. For this, bidder is requested to submit complete bid well advance in time so as to avoid any issues or any other unforeseen problems.
- 4) The procuring entity reserves the complete right to cancel the bid process and reject the Bid.
- 5) No contractual obligation whatsoever shall arise from the bidding document/ bidding process unless and until a formal contract is signed and executed between the procuring entity and the successful bidder.
- 6) Procurement entity disclaims any factual/ or other errors in the bidding document (the onus is purely on the individual bidder to verify such information) and the information provided therein are intended only to help the bidder to prepare a logical bid-proposal.
- 7) The provisions of RTPP Act 2012 and Rules thereto shall be applicable for this procurement. Furthermore, in case of any inconsistency in any of the provisions of this bidding document with the RTPP Act 2012 and Rules thereto, the latter shall prevail.

CHAPTER -2**1. SCOPE OF WORK, DELIVERABLES & TIMELINES**

The details of the work are as follows: -

S. No.	Scope of Work
1	Appearing in High Court Cases/Arbitration and all other court cases.
2	Look after Labour Court Cases
3	Updating the Legal Site "Lites" having appointment of OICs, appointment of advocates, uploading documents, etc.
4	Attending the Court Cases and assisting the Legal Counsel and Case OIC's for preparing factual reports, convening conferences and meetings.
5	Providing Legal Consultancy, Legal Notices etc.
6	Assisting and representing in all kinds of legal issues and court cases.

S. No	Deliverables	Time Period
1	A report of the works performed by the consultant duly verified by the OIC.	Monthly

CHAPTER-3

1. SPECIAL TERMS AND CONDITIONS OF TENDER & CONTRACT

1. Payment Terms and Schedule

- a) The payment will be made on submission of work performance report duly verified by OIC on Monthly basis.
- b) The payment shall be made promptly by the purchaser, generally within fifteen (15) days after submission of an invoice by the service provider.
- c) The currency or currencies in which payments shall be made to the selected bidder under this Contract shall be Indian Rupees (INR) only.
- d) In case of any dispute, the disputed amount shall be withheld, and balance shall be released. The disputed amount will be paid only after the settlement of dispute.

2. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided by the RISL and the decision of the RISL shall be final.

3. Termination

a) Termination for Default

- i. The tender sanctioning authority of RISL may, without prejudice to any other remedy for breach of contract, by a written notice of default of at least 30 days sent to the supplier/ selected bidder, terminate the contract in whole or in part: -
 - a. If the supplier/ selected bidder fails to deliver any or all quantities of the service within the time period specified in the contract, or any extension thereof granted by RISL; or
 - b. If the supplier/ selected bidder fails to perform any other obligation under the contract within the specified period of delivery of service or any extension granted thereof; or
 - c. If the supplier/ selected bidder, in the judgement of the Purchaser, is found to be engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the contract.
 - d. If the supplier/ selected bidder commits breach of any condition of the contract.

b) Termination for Insolvency

RISL may at any time terminate the Contract by giving a written notice of at least 30 days to the supplier/ selected bidder, if the supplier/ selected bidder becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the supplier/ selected bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to RISL.

c) Termination for Convenience

- i. RISL, by a written notice of at least 30 days sent to the supplier/ selected bidder, may terminate the Contract, in whole or in part, at any time for its convenience. The Notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the supplier/ selected bidder under the Contract is terminated, and the date upon which such termination becomes effective.

- ii. Depending on merits of the case the supplier/ selected bidder may be appropriately compensated on mutually agreed terms for the loss incurred by the contract if any due to such termination.
- iii. The services that are complete and ready for delivery within twenty-eight (28) days after the supplier's/ selected bidder's receipt of the Notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - a. To have any portion completed and delivered at the Contract terms and prices; and/or
 - b. To cancel the remainder and pay to the supplier/ selected bidder an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the supplier/ selected bidder.

4. Appeals

- a) Subject to "Appeal not to lie in certain cases" below, if the bidder or prospective bidder is aggrieved that any decision, action or omission of the procuring entity is in contravention to the provisions of the Act or the rules or guidelines issued there under, he may file an appeal to such officer of the procuring entity, as may be designated by it for the purpose, within a period of 10 days from the date of such decision or action, omission, as the case may be, clearly giving the specific ground or grounds on which he feels aggrieved:
 - a. Provided that after the declaration of the bidder as successful in terms of "Award of Contract", the appeal may be filed only by the bidder who has participated in procurement proceedings:
 - b. Provided further that in case a procuring entity evaluates the technical Bid before the opening of the financial Bid, an appeal related to the matter of financial Bid may be filed only by the bidder whose technical Bid is found to be acceptable.
- b) The officer to whom an appeal is filed under (a) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal.
- c) If the officer designated under (a) above fails to dispose of the appeal filed under that subsection within the period specified in (c) above, or if the bidder or prospective bidder or the procuring entity is aggrieved by the order passed, the bidder or prospective bidder or the procuring entity, as the case may be, may file a second appeal to an officer or authority designated by the State Government in this behalf within 15 days from the expiry of the period specified in (c) above or of the date of receipt of the order passed under (b) above, as the case may be.
- d) The officer or authority to which an appeal is filed under (c) above shall deal with the appeal as expeditiously as possible and shall endeavour to dispose it of within 30 days from the date of filing of the appeal:
- e) The officer or authority to which an appeal may be filed under (a) or (d) above shall be :
 - First Appellate Authority: Chairman, RISL
 - Second Appellate Authority: Principal Secretary, Finance Department, GoR
- f) Form of Appeal:

- a. Every appeal under (a) and (c) above shall be as per Annexure-5 along with as many copies as there are respondents in the appeal.
 - b. Every appeal shall be accompanied by an order appealed against, if any, affidavit verifying the facts stated in the appeal and proof of payment of fee.
 - c. Every appeal may be presented to First Appellate Authority or Second Appellate Authority, as the case may be, in person or through registered post or authorised representative.
- g) Fee for Appeal: Fee for filing appeal:
- a. Fee for first appeal shall be rupees two thousand five hundred and for second appeal shall be rupees ten thousand, which shall be non-refundable.
 - b. The fee shall be paid in the form of bank demand draft or banker's cheque of a Scheduled Bank payable in the name of Appellate Authority concerned.
- h) Procedure for disposal of appeal:
- a. The First Appellate Authority or Second Appellate Authority, as the case may be, upon filing of appeal, shall issue notice accompanied by copy of appeal, affidavit and documents, if any, to the respondents and fix date of hearing.
 - b. On the date fixed for hearing, the First Appellate Authority or Second Appellate Authority, as the case may be, shall,-
 - I. hear all the parties to appeal present before him; and
 - II. peruse or inspect documents, relevant records or copies thereof relating to the matter.
 - c. After hearing the parties, perusal or inspection of documents and relevant records or copies thereof relating to the matter, the Appellate Authority concerned shall pass an order in writing and provide the copy of order to the parties to appeal free of cost.
 - d. The order passed under (c) shall also be placed on the State Public Procurement Portal.
- i) No information which would impair the protection of essential security interests of India, or impede the enforcement of law or fair competition, or prejudice the legitimate commercial interests of the bidder or the procuring entity, shall be disclosed in a proceeding under an appeal.

4. Service level Standards/Requirements/Agreements

Successful bidder shall provide/deliver the services on continuous basis for the entire contract period.

ANNEXURE-1: FINANCIAL BID COVER LETTER & FORMAT

COVER LETTER {to be submitted by the bidder on his Letter head}

To,
{Procuring Entity},

_____,
Reference: NIB No.: _____ Dated: _____

Dear Sir,

We, the undersigned bidder, Having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged, I/ we, the undersigned, offer to supply/ work as mentioned in the Scope of the work, Bill of Material, inspection of Technical specifications of laptops, Service Level Standards & in conformity with the said bidding document for the same.

I / We undertake that the prices are in conformity with the specifications prescribed. The quote/ price is inclusive of all cost likely to be incurred for executing this work. The prices are inclusive of all type of govt. taxes/duties.

I / We undertake, if our bid is accepted, to provide the consultancy & professional services in accordance with the schedule specified in the schedule of Requirements.

I / We agree to abide by this bid for a period of _____ days after the last date fixed for bid submission and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

I/ We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

We understand that you are not bound to accept the lowest or any bid you may receive.

We agree to all the terms & conditions as mentioned in the bidding document and submit that we have not submitted any deviations in this regard.

Date:

Authorized Signatory

Name:

Designation:

ANNEXURE-2: Financial Bid Format

S. No.	Item Description	Unit Price (Per Month)	Total Amount in figures (INR) inclusive of all taxes and GST. (Unit Price*12)
1.	Legal Consultancy Services under E-Mitra Project through Single Source Procurement Method for a period of one year.		

- a. Bidder should provide all prices as per the prescribed format. Bidder should not leave any field blank. In case the field is not applicable, Bidder must indicate "0" (Zero) in all such fields.
- b. All the prices (even for taxes) are to be entered in Indian Rupees only (% values are not allowed).
- c. RISL reserves the right to ask the Bidder to submit proof of payment against any of the taxes, duties, levies indicated.

ANNEXURE-3: DRAFT AGREEMENT FORMAT {to be mutually signed by selected bidder and procuring entity}

This Contract is made and entered into on this _____ day of _____ by and between **RajCOMP info Services Ltd. (RISL)**, having its registered office at C-Block, 1st Floor, Yojana Bhawan Tilak Marg, C-Scheme, Jaipur-302005, Rajasthan (herein after referred to as Purchaser) which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on ONE PART

And

_____ (enter your firm's name & address), a company registered under the Indian Companies Act, 1956 with its registered office at _____ (herein after referred as the "Successful Bidder") which term or expression, unless excluded by or repugnant to the subject or context, shall include his successors in office and assignees on the OTHER PART.

Whereas,

RISL intends to Hire Consultancy Services for Providing Additional Support at CMD's Secretariat involving the complete scope of work described in the RFQ document having NIB No-.....Dated......

And whereas

Successful Bidder represents that it has the necessary experience for carrying out the overall work as referred to herein and has submitted a bid and subsequent clarifications for providing Professional & Consultancy Services against RFQ document issued in this regard having NIB No-.....Dated..... in accordance with the terms and conditions set forth herein and any other reasonable requirements of the Purchaser from time to time.

And whereas

The purchaser has accepted the bid of the Successful Bidder and has placed the Work Order to the Successful Bidder vide RISL Letter No. ____ dated: _____, on which the Successful Bidder has given their acceptance vide their Letter No. _____ dated _____.

Now it is hereby agreed to by and between both the parties as under:

1. The NIB Ref. No.and RFQ i.e., Final RFQ document issued by RISL along with its enclosures/ Annexures, wherever applicable, are deemed to be taken as part of this contract and are binding on both the parties executing this contract.
2. In consideration of the payment to be made by the RISL to the Successful Bidder at the rates set forth in the Work Order No. _____ dated _____, the Successful Bidder will duly provide the related services in the manner set forth in the RFQ, along with its enclosures/ annexures along with subsequent clarifications submitted by the Successful Bidder.
3. The purchaser do hereby agrees that if the Successful Bidder shall duly provide related services in the manner aforesaid observe and keep the said terms and conditions of the RFQ and Contract, the purchaser will pay or cause to be paid to the Successful Bidder, at the time and the manner set forth in the said conditions of the RFQ, the amount payable for each and every milestone & deliverable. The mode of Payment will be as specified in the RFQ document.
4. The timelines for the prescribed Scope of Work shall be effective from the date of Work Order and completed by the Successful Bidder within the period as specified in the RFQ document.

5. All disputes arising out of this agreement and all questions relating to the interpretation of this agreement shall be decided as per the procedure mentioned in the RFQ document.

In witness whereof the parties hereto have set their hands on the _____ day of _____ (Year).

Signature of the
Successful Bidder

Signature for and on
behalf of procuring entity

Name:
Designation:
Date:

Name:
Designation:
Date:

In the presence of:
Witness No.1
Witness No.2

In the presence of:
Witness No.1
Witness No.2