

THE DISTRICT COUNCIL OF FLACQ

NOTICE

EXPRESSION OF INTEREST (EOI/01/2020)

The District Council of Flacq is inviting Expression of interest from **Attorneys having at least 5 years practice** who wish to provide their services to the Council on an "*as and when required basis*", for **2 years as from 1 November 2020**

Expression of interest forms, information to bidders and terms of reference are available at the Registry, Administration Department, District Council Office, Plaine des Gersigny, Central Flacq or may be downloaded from the website of the Council on www.flacqdc.mu

Expression of interest should be submitted on prescribed form in sealed envelopes clearly marked "**Expression of interest - Attorneys (EOI/01/2020)**" and should be deposited in the Bid Box at the **Registry, Administration Department, District Council Office, Plaine des Gersigny, Central Flacq, not later than 19 October 2020 at NOON.**

Expression of interest received after prescribed date and time will not be considered.

Proposal should not be forwarded by electronic mail.

The District Council does not bind itself to accept any offer even the lowest, nor will it assign any reason for the rejection of any expression of interest and reserves the right to split any expression of interest received.

17 September 2020

S. COONJAN-JUGROOP (MRS)

INFORMATION TO BIDDERS

Deciding Award of Contract

Qualification and experience of the legal advisers shall be considered as the paramount requirement. **Legal advisers should have at least 5 years practice.**

All legal advisers should have a clean tract record.

Please note that the District Council of Flacq is not bound to select any of the Legal Advisers submitting proposals.

The duration of the Contract shall be for a period **of 2 years as from 1 November 2020 on an as and when required basis.** The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.

You are requested to hold your proposal valid for **90 days** from the deadline for submission of proposals.

Assuming that the contract is satisfactorily concluded within the prescribed delay, you will be expected to act as Legal Adviser ***immediately after signature of contract.***

Tax Liability

Please note that the remuneration which you receive from this contract will be subject to normal tax liability in Mauritius.

We commit ourselves to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

The following documents should be submitted

- a. Detailed CV with an outline of relevant past/present experience, including experience of similar nature in Local Authorities and/or parastatal organisations and government institutions
- b. Supporting documents (NID card, certificates, reference letters and evidence of practice as Barrister-at-law and Attorney-at-law).
- c. Evidence of being registered with the Mauritius Law Society
- d. VAT Registration Certificate
- e. Any other relevant documents
- f. Annexure 1 – Price Activity Schedule and Annexure 2- Disbursement Fee Schedule + BRC

TERMS OF REFERENCE

The services consist of the provision of legal services to represent the District Council of Flacq in all legal matters for a period **of 2 years as from 1 November 2020**

DUTIES OF THE LEGAL ADVISER

The Legal Adviser shall perform the services with all due care, diligence and efficiency, in accordance with the highest standards of professional competence, organisation and responsibility, and in a manner acceptable to the District Council of Flacq

The Legal Adviser shall:

- (a) Regularly report to and obtain direction and guidance from the District Council of Flacq on all matters arising from or relating to the present Contract.
- (b) Promptly comply with such instructions as may be issued from time to time by the District Council of Flacq in connection with the performance of the services.

The Legal Adviser shall perform the services to the satisfaction of the District Council of Flacq in accordance with the Terms of Reference and at such intervals as the Public body may require.

CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

All documents, statistics, reports, data and other information provided, created, obtained or made available to the Legal Adviser in connection with or by virtue of the present Contract, shall be treated as confidential by the Legal Adviser, and the Legal Adviser shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.

The documents, statistics, reports and data under the preceding paragraph shall, upon the completion of Services or termination of this Contract, be promptly returned to the District Council of Flacq.

ASSIGNMENT AND SUB-CONTRACTING

The Legal Adviser shall not:

- (a) In whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;

- (b) Sub-Contract, or otherwise transfer responsibility for, the whole or any part of the Services.

LIABILITY OF THE LEGAL ADVISER

The Legal Adviser shall abide by and take all measures necessary to enable him/her comply with all laws and regulations in force in any place where the Services are to be wholly or partially performed.

FORCE MAJEURE

Neither party to the present Contract shall be responsible for any delay or failure to perform the obligations under the Contract if the delay or failure is attributable to force majeure.

An event of force majeure shall mean an unforeseen and unavoidable event beyond the reasonable control and contemplation of the party invoking the existence of such event, and which impacts directly on the discharge of the obligation under the Contract.

TERMINATION OF CONTRACT

The District Council of Flacq may, upon giving **30 day's (Thirty) days' notice** in writing to the Legal Adviser, terminate the present Contract for cause if the Legal Adviser has failed to perform the Services or to comply with his/her other obligations under the Contract.

The District Council of Flacq may, at its option, terminate the Contract when it is in the interest of or for the convenience of the District Council of Flacq to do so, provided that the Legal Adviser shall in that event be given a notice of not less than one month of such termination.

The parties hereto may by mutual agreement terminate this Contract.

If the present Contract is terminated under this Article, the District Council of Flacq shall be liable only for payment, in accordance with the payment provisions of the Contract, for the services actually rendered prior to the effective date of termination, together with such other amounts incidental to the termination as may be reasonable in the circumstances.

MODIFICATION OR AMENDMENT

Except by, mutual agreement in writing between the parties, no change, modification or amendment shall be made to the present Contract.

Notwithstanding the preceding paragraph, the District Council of Flacq may or at any time order or require changes in the Terms of Reference.

If such changes add to or reduce the cost of Services, the Contract Amount shall be adjusted accordingly.

PAYMENT

- (i) Payment will be effected after determination of the case at the respective Court/tribunals etc.
- (ii) Payment will be effected after submission of invoice with copy of judgement.
- (iii) Disbursement fee on a case to case basis will be payable by the Council in line with Courts (Amendment of Schedule) Rules 2019 (GN 57/2019)

Annex 1

THE DISTRICT COUNCIL OF FLACQ**(EOI/01/2020)****Provision of Legal Services for Period of 2 years as from 1 November 2020****Price Activity Schedule**

ATTORNEY-AT-LAW		
Item No.	Brief Description of Services	AMOUNT PER CASE(RS) (INCL VAT)
1.	Monthly retainer fee -including administrative queries (<i>Written and Verbal</i>), vetting of documents/regulations	
2.	Appearing/Defending before the District Court	
3.	Appearing/Defending before the Intermediate Court	
4.	Appearing/Defending before the Industrial Court	
5.	Appearing/Defending before the Judge in Chambers	
6.	Appearing/Defending before the Supreme Court	
7.	Appearing/Defending before the District Court (Appeals)	
8.	Appearing/Defending before any Tribunal or Disciplinary Board	
9.	Appearing/Defending before the Commercial Court	
10	Recovery of Debt – Supreme Court	
11	Recovery of Debt – Intermediate Court	
12	Recovery of Debt – District Court	
13	Preparing/Serving any Document/Notice before prosecution	
14	Mise en demeure and reply to mise en demeure and other legal documents	

Note:

1. *The amount quoted should be in Mauritian Rupees and should include VAT.*
2. *Prices quoted should be inclusive of all charges, transport, administrative cost, etc.*

Signature of Bidder:.....

Annex 2

DISBURSEMENT FEE SCHEDULE

NOTE: Bidder is requested to specify for which type of case disbursement fee is needed. Tick where appropriate

ATTORNEY-AT-LAW			
Item No.	Brief Description of Services	Disbursement fee Applicable	Disbursement fee Not Applicable
1.	Appearing/Defending before the District Court		
2.	Appearing/Defending before the Intermediate Court		
3.	Appearing/Defending before the Industrial Court		
4.	Appearing/Defending before the Judge in Chambers		
5.	Appearing/Defending before the Supreme Court		
6.	Appearing/Defending before the District Court (Appeals)		
7.	Appearing/Defending before any Tribunal or Disciplinary Board		
8.	Appearing/Defending before the Commercial Court		
9.	Recovery of Debt – Supreme Court		
10.	Recovery of Debt – Intermediate Court		
11.	Recovery of Debt – District Court		
12.	Preparing/Serving any Document/Notice before prosecution		
13.	Mise en demeure and reply to mise en demeure and other legal documents		

Signature of Bidder:.....

Price Activity Schedule Authorised By:

Name:		Signature:	
Designation		Date:	
Authorised for and on behalf of :	Company Seal		
Telephone No.:	Fax No.:		

