

EXPRESSION OF INTEREST

for

Legal Services

By Law Practitioners (Attorney-at-Law)

For the period ending 30 June 2024

(And may be renewed for an additional period of 12 months upon satisfactory performance of the preceding year after service of one month notice)

Procurement Reference No: DCGP/EOI/01/2023

Purchaser: THE DISTRICT COUNCIL OF GRAND PORT

*The District Council of Grand Port
District Council Head Office
Royal Road
Rose Belle*

*Tel Nos.: 627-4542
627-7633*

Fax No.: 627-4640

Email Address: dcgp@la.govmu.org

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 three years practice.**

All legal advisers should have a clean tract record.

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

The duration of the Contract shall be for **period ending 30 June 2024 and may be renewed for an additional period of twelve months upon satisfactory performance of the preceding year after service of one month notice 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.
- b. Supporting documents (NID card, certificates, reference letters and evidence of practice as Attorney-at-law).
- c. Valid Trade Fee Receipt issued by Corporate and Business Registration Department (CBRD)
- d. Evidence of being registered with the Mauritius Law Society
- e. VAT Registration Certificate
- f. Any other relevant documents
- g. 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 Grand Port in all legal matters for a period ending 30 June 2024 and may be renewed for an additional period of twelve months upon satisfactory performance of the preceding year after service of one month notice on an as and when required basis.

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 Grand Port.

The Legal Adviser shall:

- (a) Regularly report to and obtain direction and guidance from the District Council of Grand Port 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 Grand Port in connection with the performance of the services.

The Legal Adviser shall perform the services to the satisfaction of the District Council of Grand Port 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 Grand Port.

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 Grand Port 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 Grand Port may, at its option, terminate the Contract when it is in the interest of or for the convenience of The District Council of Grand Port 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 Grand Port 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 Grand Port 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)



THE DISTRICT COUNCIL OF GRAND PORT

Annex 1

[EOI/01/2023]

PROVISION FOR LEGAL SERVICES BY LAW PRACTITIONERS

PRICE ACTIVITY SCHEDULE

ATTORNEY-AT-LAW		
<i>Item No.</i>	<i>Brief Description of Services</i>	<i>PRICE PER CASE (RS) (INCL VAT)</i>
1.	Monthly retainer fee -including administrative queries (<i>Written and Verbal</i>), Vetting of all documents/regulations should be free of charge	
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 Supreme Court (Appeals)	
8.	Appearing/Defending before any Tribunal, Disciplinary Board or Commissions (fees quoted should also include legal advice in respect of any case before the Tribunal/Board/Commission)	
9.	Independent Review Panel (Fees quoted should also include Legal advice in respect of any case before the Panel)	
10.	Appearing/Defending before the Commercial Court	
11.	Recovery of Debts/Recovery of Arrears At District Court, Intermediate Court And Supreme Court Level: This item is only applicable for Attorneys. Payment to Attorney will be 10% on the amount due and fully recovered excluding Administrative Costs and any other fees etc. Bidders should only state whether they agree/disagree with Council's terms and conditions for this item.	
12.	Preparing/Serving any Document/Notice before prosecution	
13.	Mise en demeure and reply to mise en demeure and other legal documents	
14.	Environment and Land Use Appeal Tribunal (Fees quoted should also include Legal advice in respect of any case before the Tribunal)	

For Item 11

Recovery Of Debts At District Court, Intermediate Court And Supreme Court Level the Law Practitioner has to abide by the following:

1. Legal advices and opinions on any legal issues which may be required by the Council relating to above issues.
2. Preparation, drafting and vetting of documents whenever required.
3. Initiating legal proceedings and appearing in relevant Courts on behalf of the Council in cases where the Council is prosecuting, being prosecuted or being summoned.
4. Conducting cases of the Council in matters relating to recovery of debts.
5. All payments for recovered amount including costs to be paid at Cashier's Office of the Council.
6. An Administrative Fee of 10% of amount due and any other costs involved should be included in all proceedings for recovery of the debts by the Attorney.
7. Fees will be payable to Attorney on 10% of amount due to the Council and any other costs borne by the Attorney excluding Administrative Costs of 10%.
8. All costs concerning procedures for recovery of debts including fees and other administrative costs shall be incurred by Attorney's office following referral of cases to Attorney's office and these will be refunded to the Attorney by the Council after cases have been disposed of and full payment of amount claimed duly received by the Council.

Signature of Bidder:

DISBURSEMENT FEE SCHEDULE

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

ATTORNEY-AT-LAW			
<i>Item No.</i>	<i>Brief Description of Services</i>	<i>Disbursement fee Applicable</i>	<i>Disbursement fee Not Applicable</i>
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 Supreme 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		

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.
3. SERVICES BY LAW PRACTITIONERS for the above-mentioned tables may be split item-wise between several Attorneys.

Remarks from Bidder:

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Price Activity Schedule Authorised By:

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