

# **EXPRESSION OF INTEREST**

**for**

**Legal Services**

**By Law Practitioners (Barrister-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/02/2023**

**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](mailto:dcgp@la.govmu.org)*

## INFORMATION TO BIDDERS

### Deciding Award of Contract

Qualification and experience of the legal Practitioner shall be considered as the paramount requirement. **Legal Practitioners should have at least 3 years practice.**

All legal Practitioners should have a clean tract record.

Please note that the District Council of Grand Port is not bound to select any of the Legal Practitioners 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 the priced activity schedule 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 Practitioner *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 Barrister-at-law).
- c. Valid Trade Fee Receipt issued by Corporate and Business Registration Department (CBRD)
- d. Evidence of being registered with the Mauritius Bar Association
- e. VAT Registration Certificate
- f. Any other relevant documents
- g. Annexure 1 – Price Activity Schedule

## **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 **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 PRACTITIONER**

The Legal Practitioner 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 Practitioner 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 Practitioner 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 Practitioner in connection with or by virtue of the present Contract, shall be treated as confidential by the Legal Practitioner, and the Legal Practitioner 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 Practitioner 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 PRACTITIONER**

The Legal Practitioner 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 Practitioner, terminate the present Contract for cause if the Legal Practitioner 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 Practitioner 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.



THE DISTRICT COUNCIL OF GRAND PORT

Annex 1

[EOI/02/2023]

**PROVISION FOR LEGAL SERVICES BY BARRISTER AT LAW**

**PRICE ACTIVITY SCHEDULE**

<b>BARRISTER-AT-LAW</b>		
<i>Item No.</i>	<i>Brief Description of Services</i>	<i><u>PRICE PER CASE</u> (Rs) (Incl. VAT)</i>
1.	Monthly retainer fee -including administrative queries ( <i>Written and Verbal</i> ), <b>Vetting of all documents/regulations should be free of charge</b>	
<b>To represent the Council:</b>		
1.	Court Cases at District Court	
2.	Court Cases at Intermediate Court	
3.	Industrial Court	
4.	Judge in Chambers	
5.	Supreme Court	
6.	Supreme Court (Appeal)	
7.	Environment and Land Use Appeal Tribunal( <i>Fees quoted should also include Legal advice in respect of any case before the Tribunal</i> )	
8.	Appearing before any Tribunal/Disciplinary Board/Commission( <i>Fees quoted should also include Legal advice in respect of any case before the Tribunal/Disciplinary Board/Commission</i> )	
9.	Arbitration proceedings	
10.	Independent Review Panel ( <i>Fees quoted should also include Legal advice in respect of any case before the Panel</i> )	

**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 BARRISTER AT LAW for the above-mentioned tables may be split item-wise between several Barristers.

*Remarks from Bidder:*

.....  
.....

**Price Activity Schedule Authorised By:**

Name of Barrister:
Date:
Phone No:
Fax No:
Email:
Signature: