

MUNICIPAL COUNCIL OF BEAU BASSIN ROSE HILL



Expression of Interest for the Provision of *LEGAL SERVICES* for the period 01st November 2020 – 30th October 2022

Procurement No: *EOI/MBBRH/03/2020/2021*

Municipal Town Council of Beau Bassin-Rose Hill

Town Hall

Rose Hill

Tel: 4137600

Fax: 4549509 / 4650147

Email: mbbrrh@bbrh.org

12 October 2020

Request for Proposal

LETTER OF INVITATION

Dear Sir/Madam,

Request For Proposal for the Provision of *LEGAL SERVICES* for the period 01st November 2020 to 30th October 2022

1. You are hereby invited to submit your financial proposal for Legal Services to represent the MBBRH in all legal matters for the period **01st November 2020 to 30th October 2022**.
2. The following documents are enclosed to enable you to submit your proposal:
 - (a) Terms of Reference (Annexure 1); and
 - (b) Price Activity Schedule (Annexure 2)
3. The Government of the Republic of Mauritius requires that Legal Advisers participating in the procurement in Mauritius observe the highest standard of ethics during the procurement process and execution of contracts.
4. **Submission of Proposals**

Proposals should be deposited in the Bid/Tender Box located at the *Registry of the Administration Department*, not later than **26 October 2020 by 14.30 at latest**. Bids by hand delivered should reach the *Registry of the Administration Department*, by the same date and time at latest.

PROPOSALS SHOULD NOT BE FORWARDED BY ELECTRONIC MAIL.

5. Deciding Award of Contract

Qualification and experience of the legal advisers shall be considered as the paramount requirement. Should you be contacted for negotiations, you must be prepared to furnish the detailed cost break-down and other clarifications to the proposals submitted by you, as may be required to adjudge the reasonableness of your price proposals.

6. Please note that the *Municipal Council of Beau-Bassin Rose-Hill* is not bound to select any of the Legal Advisers submitting proposals.
7. The duration of the Contract shall be for the period of **01st November 2020 to 30th October 2022**. The rate proposed in your submission will be applied in case the duration of the assignment is to be extended.
8. You are requested to hold your proposal valid for **60 days** from the deadline for submission of proposals.
9. 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*.

11. Tax Liability

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

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

13. Documents to 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 and reference Letters)
- c. Evidence of being registered with the Mauritius Bar Association.
- d. VAT Registration Certificate.
- e. Any other relevant documents.
- f. Annexure 2 – Price Activity Schedule

Yours faithfully,

NAUSHAD BAHADOOR
PRINCIPAL PROCUREMENT AND SUPPLY OFFICER

Enclosures:

Annexure 1: Terms of Reference (Annexure 1); and
Annexure 2: Price Activity Schedule (Annexure 2

TERMS OF REFERENCE

The services consist of the provision of legal services to represent the Municipal Council of BB/RH in all legal matters for the **Period 01st November 2020 to 30th October 2022.**

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, organization and responsibility, and in a manner acceptable to the Municipal Council of Beau-Bassin Rose-Hill.

The Legal Adviser shall:

- (a) regularly report to, and obtain direction and guidance from the Municipal Council of Beau-Bassin Rose-Hill 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 Municipal Council of Beau-Bassin Rose-Hill in connection with the performance of the services.

The Legal Adviser shall perform the services to the satisfaction of the Municipal Council of Beau-Bassin Rose-Hill 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 Municipal Council of Beau-Bassin Rose-Hill.

ASSIGNMENT AND SUB-CONTRACTING

The Legal Adviser shall not:

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

The Legal Adviser shall be fully liable for the consequences of any error or omission on his/her part or for any damage caused by negligence on his/her part in carrying out the Services or performing his/her obligations under the present Contract.

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 Municipal Council of Beau-Bassin Rose-Hill may, upon giving **fourteen day's (14) 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 Municipal Council of Beau-Bassin Rose-Hill may, at its option, terminate this Contract when it is in the interest of or for the convenience of the Municipal Council of Beau-Bassin Rose-Hill to do so, provided that the Legal Adviser shall in that event be given a notice of not less than one months' of such termination.

The parties hereto may by mutual agreement terminate this Contract.

If the present Contract is terminated under this Article, the Municipal Council of Beau-Bassin Rose-Hill 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 Municipal Council of Beau-Bassin may at any time order or require changes in the Terms of Reference. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

PAYMENT

Payment shall be made within 30 days after submission of claim and following completion of case/advice.

MUNICIPAL COUNCIL OF BEAU-BASSIN ROSE-HILL

EOI/MBBRH/03/2020/2021

Provision of *LEGAL SERVICES* for the period

01st November 2020 – 30th October 2022

PRICED ACTIVITY SCHEDULE

ATTORNEY AT LAW		
Item No	Brief Description of Services	Rs (Incl VAT)
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 Supreme Court	
6	Appearing/Defending before the Supreme Court (Appeals)	
7	Appearing/Defending before any Tribunal or Disciplinary Board	
8	Appearing/Defending before 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	

Prices quoted should be inclusive of all charges, transport, administrative cost, etc...

Priced Activity Schedule Authorised By:

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

MUNICIPAL COUNCIL OF BEAU-BASSIN ROSE-HILL

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PRICED ACTIVITY SCHEDULE

BARRISTER AT LAW		
Item No	Brief Description of Services	Rs (Incl VAT)
1	Monthly retainer fee -include administrative queries (<i>Written and Verbal</i>), vetting of documents/regulations	
2	Court Cases at District Court	
3	Court cases at Intermediate Court	
4	Industrial Court	
5	Judge in Chambers	
6	Supreme Court	
7	Supreme Court (Appeal)	
8	Environment and Land Use Appeal Tribunal	
9	Appearing before any Tribunal or Disciplinary Board	
10	Arbitration proceedings	

Prices quoted should be inclusive of all charges, transport, administrative cost, etc...

Priced Activity Schedule Authorised By:

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

