



THE DISTRICT COUNCIL OF
RIVIERE DU REMPART

PROVISION OF SERVICE OF LEGAL ADVISOR

ATTORNEY
EOI 04/2024

The District Council of Riviere du Rempart
Mapou
Tel : + 230 2662095
Fax : + 230 2661405

INFORMATION TO BIDDERS

DECIDING AWARD OF CONTRACT

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

The duration of the Contract shall be from April 2021 (tentatively) or as specified in the Letter of Award for a period of three (3) years. 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 required to act as Legal Adviser **immediately after award of Contract or as mentioned in Letter of Award.**

TAX LIABILITY

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

The Council commits itself to maintain the highest standard of integrity and ethical principles during all stages of the procurement cycle.

DOCUMENT TO BE SUBMITTED

Documents to be submitted together with the Bid Submission Form

- a) Detailed CV with an outline of relevant past/present experience including experience of similar nature in Local Authorities and /or parastatal organizations and government institutions.
- b) Supporting documents (NID Card, Certificates and Reference Letters)
- c) Evidence of being registered with the Mauritius Bar Association/ or Mauritius Law Society as applicable.
- d) VAT Registration Certificate
- e) Any other relevant documents

TERMS OF REFERENCE

The services consist of the provision of legal services to represent the District Council of Riviere du Rempart in all legal matters for the Period September, 2018 to March 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, organization and responsibility, and in a manner acceptable to the District Council of Riviere du Rempart.

The Legal Adviser shall:

- (a) Regularly report to, and obtain direction and guidance from the District Council of Riviere du Rempart 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 Riviere du Rempart in connection with the performance of the services.
- (c) To produce, as and when required, status report of ongoing cases and potential risk.

The Legal Adviser shall perform the services to the satisfaction of the District Council of Riviere du Rempart in accordance with the Terms of Reference and at such intervals as the Council 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 Riviere Du Rempart.

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 Riviere du Rempart may, upon giving **30 (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 Riviere du Rempart may, at its option, terminate the Contract when it is in the interest of or for the convenience of the District Council of Riviere du Rempart 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 Riviere Du Rempart 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 Riviere du Rempart 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

Payment will be effected after determination of the case at the respective courts, tribunals, etc. and after submission of VAT invoice with copy of judgment.

THE DISTRICT COUNCIL OF RIVIERE DU REMPART

(EOI/04/2024)

**Provision of Legal Services as from April 2024 (or as mentioned in Letter of Award)
for a period of 3 years**

SUBMISSION FORM - ATTORNEY AT LAW

Item No.	Brief Description of Services	Rs (Incl. VAT)
1.	Representing Council before the District Court	
2	Representing Council before the Intermediate Court	
3.	Representing Council before the Industrial Court	
4.	Representing Council before the Judge in Chambers	
5.	Representing Council before the Supreme Court	
7.	Appearing before any Tribunal or Disciplinary Committee	
8.	Appearing before the Commercial Court	
9.	Recovery of Debt – Supreme Court	
10.	Recovery of Debt – Intermediate Court	
11.	Recovery of Debt – District Court	
13.	Mise en Demeure and reply to Mise en Demeure and other legal documents	
14.	Fee - Including administrative queries/Legal Advice (Written)	
15.	Vetting of Documents/Regulations/Information upon oath	
16.	Arbitration Proceedings	
18.	Drafting of Legal Notice	
19.	Vetting of Documents (Contract, MOU etc.)	
20	Presentation on legal Matters (Min. 1 Hrs.)	

NOTE: (i) Prices quoted should be inclusive of all charges, transport, administrative cost, etc.

(ii) The Amount Quoted should be in Mauritian Rupees and should include VAT.

ADDITIONAL REMARKS (if any):

- 1.
- 2.
- 3.

NAME AND CONTACT DETAILS OF ATTORNEY

NAME:

ADDRESS:
.....
.....

YEARS OF

EXPERIENCE:

Bid Authorised by:

Name:		Signature:	
		Date:	
Tel No:		Fax No:	
Tax Acc. No.		BRN	
VAT Reg. No.			
Email :			