**THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX**

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**NOTICE**

**Expression of Interest for the Services of Legal Services**

**(Attorney and Barrister)**

**EOI/01/2022/23**

1. The Municipal Council of Vacoas-Phoenix is inviting Expression of Interest (EOI) from Attorneys at Law having at least 10 years practice and Barristers-at-Law having, at least 10 years standing at the Bar to provide their services to the Council on an as and when required basis.
2. Other details of the requirements and conditions are contained in the EOI document.
3. The EOI forms, information to bidders and terms of reference are available at the Registry: Administration Department, Town Hall Vacoas or may be downloaded from the website of the Council on [**www.vacoasphoenix.org**](http://www.vacoasphoenix.org) (Notices).
4. The Expression of Interest in sealed envelope and marked **EOI/01/2022/23 Expression of Interest for the Services of Attorney and Barrister** and indicating the closing date should be addressed to the Chief Executive, Municipal Council of Vacoas Phoenix and deposited in the Bid Box at the Registry: Administration Department of the Municipal Council of Vacoas-Phoenix, St Paul Avenue, Vacoas **on or before 31 May 2022 up to 14.00 Hours (local time) at latest**.
5. Expression of Interest received after the prescribed date and time will notbe considered.
6. The Council reserves the right to accept or reject any of the proposal(s) received and to annul the whole Expression of Interest without thereby incurring any liability whatsoever to any applicant and shall not give any reason thereof.

**Ag. Chief Executive**

**Town Hall   
Vacoas *10 May 2022***

**THE MUNICIPAL COUNCIL**

**OF**

**VACOAS-PHOENIX**



**INVITATION FOR**

**Expression of Interest for the services of**

**Attorney-at-Law and Barrister-at-Law**

**EOI/01/2022/23**

**Municipal Council of Vacoas-Phoenix**

**Town Hall Building**

**St Paul Avenue**

**Vacoas**

**Tel: 696-2975**

**Fax: 696-4668**

**Administration Department**

**May 2022**

**THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX**

***EXPRESSION OF INTEREST***

***Form for submission of Expression of Interest***

The Municipal Council of Vacoas-Phoenix is inviting Expression of Interest from Attorneys-at-law having at least 10 years practice and Barristers-at-law having at least 10 years’ experience standing at the Bar and who are willing to provide their services to the Council as and when required.

The selected Attorneys-at-law and Barristers-at-law will be required to provide advice to the Council in the transaction of its businesses and in accordance with the scope of work. The Municipal Council proposes to retain the services of Attorneys-at-law and Barristers-at-law for an initial period of one year from the date of award and which may be extended for a further period **not exceeding three years** under the terms and conditions to be determined by the Council subject to satisfactory performance.

**Eligibility Criteria**

1. Attorneys-at-law should have at least 10 years practice and Barristers-at-law should have at least ten (10) years standing at the Bar.
2. The selected Attorney-at-law and Barrister-at-law should be available to discuss urgent issues even outside normal working hours.
3. The selected Attorney-at-Law and Barrister-at-Law should be well versed with Local Government matters.

**Scope of Services**

Legal advices and opinions on any legal issues which may be required by the Council relating to its administration, its personnel and its services to the public at large on issues mentioned hereunder:

1. Local Government Act 2011 and all relevant Acts.
2. Building and Land Use Permits and issues.
3. Trade, market and fair matters.
4. Publicity and Advertisement issues.
5. Obstruction/damaging of roads/drains, illegal construction on roads/drains and so on.
6. Vetting of documents, contracts, regulations, notices etc. whenever required.
7. Initiating legal proceedings and appearing in Courts on behalf of the Council in cases where the Council is prosecuting, being prosecuted or being summoned.
8. Matters related to derelict building and other illegal construction.
9. Any other matter of general order.
10. The Council reserves the right to allocate case to other legal representative, not participating under this bidding exercise, as it deems necessary depending on the nature of the litigation.

**Other Terms and Conditions**

1. The services would be retained as and when required by the Council
2. The Council reserves the right to annul the invitation without assigning any reason thereof.
3. The Council reserves the right to call for any clarification/information
4. The Council reserves the right to discontinue the services of the Attorney-at-law and Barrister-at-law retained by giving 30 days’ notice or forthwith in case of non-satisfactory performance
5. The Attorney-at-law and Barrister-at-law can discontinue their services by giving one month advance notice
6. Payment will be effected after submission of invoice with copy of judgment
7. An annual retainer fee will be paid only to the Barrister-at-Law for tendering legal advice and vetting of documents as and when required during the specific period of time

I have taken cognizance of the Eligibility Criteria, the Scope of Works and other Terms and Conditions and confirm my participation in the exercise.

**NAME OF CONTACT DETAILS OF ATTORNEY/BARRISTER\***

|  |  |
| --- | --- |
| **NAME:** | **……………………………………………………………………………….** |
| **ADDRESS:** | **……………………………………………………………………………….** |
| **SIGNATURE:** | **……………………………………………………………………………….** |
| **PHONE NO:** | **……………………………………………………………………………….** |
| **E-MAIL ADDRESS:** | **……………………………………………………………………………….** |
| **NO OF YEARS OF EXPERIENCE:** | **……………………………………………………………………………….** |
| **SEAL:** |  |

**Clarifications**

**All clarification sought in respect of the EOI shall be addressed in writing to the Chief Executive, Municipal Council of Vacoas Phoenix, Town Hall Building, St Paul Avenue, Vacoas at most 7 days before the deadline for submission of the EOI.**

1. **DEADLINE FOR SUBMISSION OF EXPRESSION OF INTEREST:** The Expression of Interest in sealed envelope and marked **EOI/01/2022/23** Expression of Interest for the Services of Attorney at law and Barrister at law and indicating the closing date should be addressed to the Chief Executive, Municipal Council of Vacoas Phoenix and deposited in the Bid Box at the Registry: Administration Department of the Municipal Council of Vacoas-Phoenix, St Paul Avenue, Vacoas on or before **31 May 2022** **up to 14.00 hours** **(local time) at latest.**
2. Expression of interest received after the prescribed date and time will not be considered
3. The Council reserves the right to accept or reject either in whole or in part, any interest expressed and to annul the whole Expression of Interest without thereby incurring any liability whatsoever to any applicant.

**THE MUNICIPAL COUNCIL OF VACOAS PHOENIX**

**EOI/01/2022/23**

**PRICE ACTIVITY SCHEDULE**

***Please note that all fees quoted should be to the nearest Rupee.***

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Item No** | **Brief Description of Services** | | **Fees per Case**  **For Attorney**  **Including VAT (Rs)** | **Fees per Case**  **For Counsel**  **Including VAT (Rs)** |
|  | To represent the Council in the following Courts | |  |  |
| **1** | **Supreme Court** | Injunctions |  |  |
| Judicial Review (1st leg) |  |  |
| Judicial Review (2nd leg) |  |  |
| Main Cases |  |  |
| Prosecution |  |  |
| Recovery of Debts |  |  |
| Representing the Council as co-Defendant or co-Respondent |  |  |
| **2** | **District Court** | Prosecution |  |  |
| Recovery of Debts |  |  |
| **3** | **Intermediate Court** | Prosecution |  |  |
| Recovery of Debts |  |  |
| Representing the Council as co-Defendant or co-Respondent |  |  |
| **4** | **Industrial Court** | |  |  |
| **5** | **Public Bodies Appeal Tribunal**  *(Fees quoted should also include Legal Advice in respect of any case before the Tribunal)* | |  |  |
| **6** | **Disciplinary Committees**  *(Fees quoted should also include Legal Advice in respect of any case before the Tribunal)* | |  |  |
| **7** | **Environment and Land Use Appeal Tribunal**  *(Fees quoted should also include Legal Advice in respect of any case before the Tribunal)* | |  |  |
| **8** | **Independent Review Panel** | |  |  |
| **9** | **Annual Retainer Fee for Legal Advice Oral and in Writing, Vetting of Documents, Affidavits, Issue and reply of Notices, Mise en Demeure and so on.** | |  |  |

**Documents to be submitted with your bids:**

You are requested to submit copies of the following documents as evidence of your eligibility along with your quotation:

1. 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.
2. Supporting documents (NID Card, Certificates, Reference Letter and evidence of practice as Barrister-at-Law and Attorney-at-Law).
3. Evidence of being registered with the Mauritius Bar Association.
4. VAT Registration Certificate.
5. Any other relevant documents.
6. Financial Bid Form
7. To state whether you are presently serving as Legal Adviser in any other Parastatal Body or Government Owned Organisation.

***Scope of Services, Specifications and Performance Requirements/Priced Activity Schedule Authortized By:***

|  |  |
| --- | --- |
| ***Name:*** | ***Designation:*** |
| ***Address:*** | ***Authorised for and on behalf of:*** |
| ***Telephone No.:***  ***Mobile No.:***  ***Fax No.:*** | ***EMM/Address:*** |
| ***Seal of Company (if any)*** |
| ***Date:*** | ***Signature:*** |

**THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX**

**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 ten (10) years practice.**

All Legal Advisers should have a clean tract record.

Please note that the Municipal Council of Vacoas-Phoenix is not bound to select any of the Legal Advisers submitting proposals.

The duration of the Contract shall be for an initial period of one (1) year from the date of award and which may be extended for a further period not exceeding three (3) years under the same terms and conditions. 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 issue of acceptance**.

**Tax Liability**

Please note that the remuneration which you receive from the 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**

1. 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.
2. Supporting documents (NID Card, Certificates, Reference Letter and evidence of practice as Barrister-at-Law and Attorney-at-Law).
3. Evidence of being registered with the Mauritius Bar Association.
4. VAT Registration Certificate.
5. Any other relevant documents.
6. Financial Bid Form
7. To state whether you are presently serving as Legal Adviser in any other Parastatal Body or Government Owned Organisation.

**THE MUNICIPAL COUNCIL OF VACOAS-PHOENIX**

**TERMS OF REFERENCE**

The services consist of the provision of legal services to represent the Municipal Council of Vacoas-Phoenix in all legal matters.

**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 Vacoas-Phoenix.

The Legal Adviser shall:

1. Regularly report to and obtain direction and guidance from the Municipal Council of Vacoas-Phoenix on all matters arising from or relating to the present Contract.
2. Promptly comply with such instructions as may be issued from time to time by the Municipal Council of Vacoas-Phoenix in connection with the performance of the services.

The Legal Adviser shall perform the services to the satisfaction of the Municipal Council of Vacoas-Phoenix 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 Vacoas-Phoenix.

**ASSIGNMENT AND SUB-CONTRACTING**

The Legal Adviser shall not:

1. In whole or in part, assign, transfer or otherwise dispose of, his/her rights or obligations under the present Contract;
2. Sub-Contract, or otherwise transfer responsibility for, the whole or any part of the services under the present Contract.

**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 Municipal Council of Vacoas-Phoenix 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 Municipal Council of Vacoas/Phoenix may, at its option, terminate the Contract when it is in the interest of or for the convenience of the Municipal Council of Vacoas-Phoenix 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 Municipal Council of Vacoas-Phoenix 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 AGREEMENT**

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 Vacoas-Phoenix 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**

1. Payment will be effected **after determination of the case** at the respective Court/tribunals etc.
2. Payment will only be effected after submission of invoice with copy of judgement.

* **Note: After termination of contract, the Council reserves the right to request Counsel to hand over all files, as may be required to the Municipal Council or to Council’s newly appointed Barrister/Attorney and to withdraw from the case.**