



## **Request for Proposals**

# **PROVISION OF LEGAL SERVICES**

## LETTER OF INVITATION

Dear Sir/Madam,

**Subject:** *Provision of Legal Services*

1. You are hereby invited to submit financial proposals for Legal Services for the *National Social Inclusion Foundation* which could form the basis for future negotiations and ultimately, a Contract between you and the *National Social Inclusion Foundation* .

2. The TERMS OF REFERENCE as per Annexure I is enclosed to enable you to submit your proposal

3. Any request for clarification should be forwarded via e-mail to [info@nsif.mu](mailto:info@nsif.mu) addressed to the same person mentioned in paragraph 4. Request for clarifications should be received 14 days prior to the deadline set for submission of proposals in paragraph 4.

#### **4. Submission of Proposals**

The proposals should reach the National Social Inclusion Foundation (NSIF) by 15.00 hours, Wednesday 6 October 2021 at the following address:

The Secretary General  
National Social Inclusion Foundation  
Level 6, Garden Tower  
Port Louis

Proposals should **not** be forwarded by electronic mail.

#### **5. Deciding Award of Contract**

Qualification and experience of the Legal Service Provider shall be considered as the paramount requirement.

Negotiations will start with the Legal Service Provider scoring the highest marks and if negotiation is not successful, negotiation will start with the next best ranked legal service provider and so on until an agreement is reached.

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.

The duration of the Contract shall be for a period of 12 months starting as from the date of the signature of the contract agreement.

**6. Documents to be submitted**

- a) Detailed CV with an outline of relevant past/present experience, including experience of similar nature in public/private institutions
- b) Supporting documents (NID card, certificates and reference letters)
- c) Evidence of being registered with the Mauritius Bar Association or the Mauritius Law Society
- d) VAT Registration Certificate
- e) Any other relevant documents
- f) Annexure II – Price Activity Schedule

**7.** Please note that the *National Social Inclusion Foundation* is not bound to select any of the legal service providers submitting proposals.

**8.** It is estimated that the minimum duration of the assignment shall be for a period of 12 months.

**9.** You are requested to hold your proposal valid for 60 days from the deadline for submission of proposals during which period you will maintain without change, your proposed price. The *National Social Inclusion Foundation* will make its best efforts to finalize the agreement within this period.

**10.** Please note that the cost of preparing a proposal and of negotiating a Contract is not reimbursable as a direct cost of the assignment.

**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.** The *National Social Inclusion Foundation* would like to thank you for considering this invitation for expression of interest

Yours faithfully,

**(Sowdagur A)**  
**Secretary General**

**Enclosures:**

Annexure I: Terms of Reference.

Annexure II: Price Activity Schedule

## **Annexure I**

### **TERMS OF REFERENCE**

The duration for the provision of legal services to the National Social Inclusion shall be for an initial period of 12 months.

#### **DUTIES OF THE LEGAL SERVICE PROVIDER**

The Legal Service Provider 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 National Social Inclusion Foundation.

The Legal Service Provider shall:

1. Tender legal advice, draft legal opinions and legal documents pertaining to the National Social Inclusion Foundation.
2. Interpret statutes and regulations related to the services provided by the National Social Inclusion Foundation and provide necessary guidance.
3. Examine, review and advise on legal instruments, including enactments, bidding documents, Memorandum of Understanding (MoU), Funding Contract Agreement and other relevant documents

The Legal Service Provider shall perform the services to the satisfaction of the National Social Inclusion Foundation in accordance with the Terms of Reference and at such intervals as the Foundation may require.

#### **CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS**

All documents, statistics, reports, data and other information provided, created, obtained or made available to the Legal Service Provider in connection with or by virtue of the present Contract, shall be treated as confidential by the Legal Service Provider and he or she 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 National Social Inclusion Foundation.

#### **ASSIGNMENT AND SUB CONTRACTING**

The Legal Service Provider 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 SERVICE PROVIDER**

The Legal Service Provider 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 National Social Inclusion Foundation may, upon giving one month notice in writing to the Legal Service Provider, terminate the present Contract for cause if the Legal Service Provider has failed to perform the services or to comply with his/her other obligations under the Contract.

The National Social inclusion Foundation may, at its option, terminate the Contract when it is in the interest of the Foundation to do so, provided that the Legal Service Provider shall in that event be given 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 National Social Inclusion Foundation 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 National Social Inclusion Foundation may or at any time order or require changes in the Terms of Reference. If such change add to or reduce the cost of the services, the Contract amount shall be adjusted accordingly.

## **PAYMENT**

Payment shall be made on a monthly basis upon submission of claim.

