

## Terms of Reference for Procuring Legal Service Providers on Framework Agreements

Information in brief	
Document	Terms of Reference
Assignment	<a href="#">Procuring Legal Service Providers on Framework Agreements</a>
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Last date for submission of bids	9 September 2022; 2359 hours Oslo time
Period of validity of bids	90 days

### Acronyms:

EEA: European Economic Area

IDI: INTOSAI Development Initiative

INTOSAI: International Organisation of Supreme Audit Institutions

SAI: Supreme Audit Institutions

### 1. Introduction:

INTOSAI Development Initiative (IDI) is a not-for-profit firm (Stiftelsen) operating from Oslo, Norway. It is an autonomous International Organisation of Supreme Audit Institutions (INTOSAI) body mandated to support Supreme Audit Institutions (SAIs) in developing countries to sustainably enhance their performance and capacity. IDI has been established as an integral part of the INTOSAI community.

IDI is operating in Norway since 2001 as per the decision of the Norwegian Parliament (Stortinget). Till 2015, the main core funding was being provided by NORAD, Norway. Since 2015, the funding comes from Stortinget through the Office of Auditor General of Norway (Riksrevisjonen). Besides the Norwegian funding, IDI receives/ has received funding for its operations from several donors including Sida Sweden, Ministry of Foreign Affairs (MFA) Norway, France, Iceland, Denmark, Finland, Estonia, Foreign Affairs Canada, Austrian Development Agency, Irish Aid, SECO Switzerland, FCDO UK, USAID, World Bank etc.

IDI has a staff complement of around 50 employees. These employees come from different countries. They are on a variety of employment contracts including temporary, permanent,

secondment from SAls etc. Besides the staff, IDI also engages associates. From time to time, IDI engages consultants for specific assignments.

As part of IDI's mandate and operations, IDI staff are required to travel to different countries to manage and deliver capacity development initiatives for SAls. Owing to its international operations, IDI is also required to procure services and goods from other countries.

IDI also develops different types of resource materials as part of its operations. These include 'Global Public Goods' on different subjects which are freely available to the international community for use, after due acknowledgement of the source. Other resource/ study material developed for delivering specific IDI initiatives are not available for use by others.

IDI does not charge/ earn any income from capacity development support provided to SAls. Besides donor funding, the only other support for IDI's operations comes in the form of in-kind support from other SAls for hosting IDI events or providing resource persons or services for IDI's initiatives.

For further information, please visit <https://www.idi.no/>

## **2. Purpose of the Terms of Reference:**

These Terms of Reference (ToRs) are being issued to invite legal practitioners/ law firms to enter into framework agreement with IDI for:

- a. Providing advice to IDI on different legal or quasi legal issues that need to be addressed in course of IDI's regular operations.
- b. Providing legal support to IDI in case of the need for IDI to represent itself in any legal proceedings. Represent IDI before the relevant judicial authorities in such cases. These include lawsuits brought in by other parties against IDI or those that are to be initiated by IDI against other parties. **It is important to note that till date IDI has not been a part of any legal proceedings in any court of law.**
- c. Engage in legal/ quasi legal negotiations with a third party in case of requirement by IDI.

## **3. Scope of the current Framework Agreements**

IDI's requirement for support is expected in, but not limited to the following areas. Primary requirement of legal support is in the Kingdom of Norway. Occasional support might be required in the context of EEA countries/ international arbitration or other countries:

- A. Corporate Issues
  - a. Labour regulations and Human Resource issues
  - b. Tax regulations
- B. Visa and Immigration Issues
- C. Intellectual Property and Copyright issues

## **4. Eligibility of Legal Service Providers**

- a. The Terms of Reference are open for application to law firms, partnerships or individual legal practitioners.
- b. In case of law firms or partnerships, the applications should be linked to specific legal practitioners while correlating their proposed fees with their respective qualifications, licenses and experience.

- c. Applications are not open for individuals who do not hold a valid license for legal practice even if they hold the necessary academic/ professional qualifications.
- d. Valid license to practice in the Courts in the Kingdom of Norway is mandatory for the bidders. License for practice in EEA countries is optional.
- e. Current permanent employees of SAls on an individual basis, IDI staff and organisations/ individuals on sanctions lists shall not be eligible for bidding. SAls can submit bids and depute their employees on assignments.
- f. All bidders shall make a 'No conflict of interest' declaration in their bids.

## **5. Professional Requirements for representing IDI or providing advisory services**

The following basic professional requirements are expected of the attorney/ law firm while providing advisory services to IDI, representing IDI in a Court of Law or supporting in negotiations (These are indicative and not exhaustive. Further details will be incorporated for actual assignments):

- a. For the purpose of providing the legal services the Law Firm/ partnership will assign a sufficient number of its partners, attorneys and/or senior legal consultants who, during the performance of the subject of the Agreement, may also use the work of advocate trainees, legal assistants and interns to ensure that the requirements of IDI are always complied with in a timely manner and to the appropriate level of quality.
- b. Similarly, individual legal service providers, if entrusted with such assignments shall allocate adequate time with or without support from advocate trainees, legal assistants or interns to ensure the time and quality requirements.
- c. The Law Firm/ partnership will ensure that the overall management will be covered by a single partner/attorney responsible for the provision of the legal services (hereinafter the "Leading Counsel").
- d. The Leading Counsel will be the leader of the team of lawyers of the Law Firm/ partnership for the duration of the provision of the legal services by the Law Firm pursuant to this Agreement.
- e. The Leading Counsel for the assignment will be decided in agreement with IDI and should have a minimum of five years of post licensing experience in the area of the lawsuit.
- f. For the actual agreement, the Law Firm/ partnership will specify the time allocated to the Leading Counsel and all other team members for carrying out the assignment.
- g. Any advice provided to IDI by the legal service provider can be used by IDI for the purpose deemed fit by IDI.
- h. IDI will not pass on such information for use by other agencies.
- i. Intellectual property rights if any on the said advice shall rest with the legal service provider.

## **6. Operation of Framework Agreements on Legal Services in IDI:**

- a. The framework agreements for procuring legal services will help IDI in avoiding a fresh process of inviting multiple bids/ open tender necessary for direct procurements and ensure a reliable pool of legal service providers.
- b. Framework agreements are not actual procurements and may or may not lead to actual procurements.**
- c. Being on framework agreement does not imply the automatic selection of any legal service provider for an assignment. Due diligence in terms of matching of skills and cost will be done by IDI for every assignment.
- d. Based on the actual scope of a specific assignment, a separate draw down contract will be entered with the selected legal service provider.

- e. The draw down contract will have the specific details about the assignment as well as the estimated cost.
- f. The framework agreements will be for a period of four years, with a review of performance if applicable after two years.

#### **7. Bidding process:**

- a. The bidding process is being carried out in terms of the IDI Procurement Policy. IDI policies are available at <https://www.idi.no/our-resources/idi-administrative>
- b. Bids are being invited through open advertisement as well as by contacting different legal service providers to have a reasonably wide pool of providers.
- c. All bidders should submit their bids including technical details along with corresponding financial details.
- d. Technical details implies the nature of services being offered. These may be based on the lists in point nos. 2 and 3 above.
- e. Corresponding proposed fees against each of the items (services) may be mentioned. Fees may be quoted in terms of hourly rates or daily rates. Applicability of VAT/ other taxes on the fees may be clearly indicated.
- f. For ease of evaluation of bids the following template may be used (or modified appropriately)

<b>Nature of Service</b>	<b>Area of Service</b>	<b>Fees (per person per hour or per day in NOK or other currency)</b>
	<b>(Bidders need not distinguish between the areas in case the rates are same across the board)</b>	<b>(Separate rates may be quoted for different levels of legal professionals)</b>
<b>Advisory</b>	Labour /HR	
	Tax	
	Visa/Immigration	
	Any other (as per the bidder's specialisation)	
<b>Legal Proceedings</b>	Labour/HR	
	Tax	
	Visa/Immigration	
	Any other (as per the bidder's specialisation)	

- g. Bids should clearly mention the qualifications, licenses and experience of the individuals who would be offering the legal services to IDI.
- h. Bids should reach IDI electronically by the 2359 hours (Oslo time) on 9 September 2022. Bids should be addressed to Shourjo Chatterjee at [Shourjo.chatterjee@idi.no](mailto:Shourjo.chatterjee@idi.no) . The emails should be copied to Brynjar Wiersholm at email [Brynjar.wiersholm@idi.no](mailto:Brynjar.wiersholm@idi.no) and Tonje Fremstad Waldron at [tfw@idi.no](mailto:tfw@idi.no) .
- i. Bids received after the above deadline will not be considered under any circumstances.
- j. The bids shall be submitted to IDI indicating a 90-day validity period.

**8. Other Conditions:**

- a. The legal service providers/attorneys, legal consultants, partners of the Law Firm, advocate trainees must maintain confidentiality regarding all facts that they learn of in connection with the provision of the legal services pursuant to any draw down contract entered into with IDI
- b. The legal service provider empanelled with IDI will not provide legal services or any aid, including advisory and expert services, to any client in dispute with the IDI during the period of the framework agreement.