



REQUEST FOR PROPOSAL

FOR

THE SELECTION OF LEGAL PRACTITIONERS FOR A LEGAL PANEL FOR THE PROVISION OF LEGAL SERVICES TO THE NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY FOR THREE (3) YEARS

Procurement No: SC/RP/NUST - 021/2025

COST: Free to the prospective Law Firm

ISSUED ON: 24 OCTOBER 2025

CLOSING DATE: 14 NOVEMBER 2025

CLOSING TIME: 12H00 (NAMIBIAN TIME)

BIDDER'S NAME:		
CONTACT DETAILS:	TELEPHONE:	
	CONTACT PERSON:	
	EMAIL ADDRESS:	
COMPANY PHYSICAL ADDRESS:		

REQUEST FOR PROPOSAL

LETTER OF INVITATION

Dear Prospective Service Provider

Subject: Request for proposal for the selection of legal practitioners for a legal panel for the provision of legal services to the Namibia University of Science and Technology for three (3) years

1. You are hereby invited to submit **technical and financial proposals** required for the **legal practitioners for a legal panel for the provision of legal services to the Namibia University of Science and Technology**, which could form the basis for future negotiations and ultimately, a contract between your Law Firm and NUST.
2. The purpose of this assignment is to provide NUST with a detailed proposal on the services that your Law Firm intends to provide to NUST and the associated costs for the different categories of services.
3. NUST expects the successful, qualified, reputable and experienced Namibian law firms to provide designated legal services to NUST relating to its mandate on a need and rotational basis, for **thirty-six (36) months**.
4. Successful law firms will be appointed to a panel of legal service providers for NUST. Meaning the University will appoint multiple law firms to a panel of legal services providers.
5. NUST herewith encloses the following documents to enable you to submit your proposal:
 - a) the terms of reference (TOR) **(Annexure 1)**;
 - b) supplementary information for law firm, including a suggested format of curriculum vitae **(Annexure 2)**; and
 - c) a sample format of the Service Contract under which the service will be performed **(Annexure 3)**
 - d) Evaluation Criteria **(Annexure 4)**
6. Any request for clarification should be forwarded in writing to: Ms Rosemary Tjombonde-Kakuuai; Tel: +264 61 207 2020; Fax: +264 61 207 2966; email address: bidbox@nust.na.
7. Requests for clarifications should be received **seven (7) days** prior to the deadline set for submission of proposals.
8. The Government of the Republic of Namibia requires that bidders/suppliers/contractors participating in procurement in Namibia observe the highest standards of ethics during the procurement process and execution of contracts. Consultants are advised to consult the website

of the Procurement Policy Office: www.mof.gov.na/procurement-policy-unit to acquaint themselves with the legislations related to public procurement in the Republic of Namibia.

9. Eligibility

- (a) A Law Firm that is under a declaration of ineligibility by the Government of Namibia in accordance with applicable laws at the date of the deadline for bid submission and thereafter shall be disqualified.
- (b) Proposals from Law Firms or Legal Practitioners appearing on the ineligibility lists of African Development Bank, Asian Development Bank, European Bank for Reconstruction and Development, Inter-American Development Bank Group and World Bank Group shall be rejected.
- (c) Law Firms should submit a statement on past and present declaration of ineligibility, if any, by any local/international agency or any termination of contract for unsuccessful completion of assignment, giving adequate details to enable a fair assessment.

10. Submission of Proposals

- 10.1 The proposals from the shortlisted Law Firms shall be submitted in two separate envelopes, namely **Technical and Financial Proposals**, and should follow the form given in **Annexure 2** - "Supplementary Information for Law Firm". The proposals must be deposited into the Bid Box on or before:

The outer envelope on top should be marked:

Technical Proposal and Financial Proposal

PROCUREMENT NO: CS/RFP/NUST-021/2025

Request for proposal for the selection of legal practitioners for a legal panel for the provision of legal services to the Namibia University of Science and Technology for three (3) years

NAME OF THE BIDDING COMPANY AND CONTACT DETAILS

- 10.2 The service provider must submit three (3) copies of the Proposal, **one (1) original and two (2) copies**.

10.3 Namibia University of Science and Technology

13 Jackson Kaujeua Street

Bid Box

Administration Building (Elevator Foyer)

Windhoek, NAMIBIA

10.4 The deadline for the submission of bids as indicated below:

14 November 2025 (Friday)

12h00 (Local Time)

10.5 **Electronic submission will not be permitted. Late bids will be rejected.**

10.6 **The financial Proposal should remain valid for 180 days from the bid closing date.**

11. EVALUATION CRITERIA (ANNEXURE 4)

11.1 The evaluation of proposals will be carried out as per the criteria indicated in **Annexure 4** of the bidding documents.

12. Deciding Award of Contract

Diversity, social responsibility of a law firm and availability, qualification and experience of the legal practitioners to be engaged shall be of paramount importance. The proposals will be evaluated on the basis of a maximum of **70 marks for Technical Proposals** and **30 marks for Financial Proposals**. Proposals from Law Firms should score at least 70 marks for the Technical Proposals to be retained for further consideration.

Only those Law Firms scoring a total of 70 marks on the overall assessment shall be considered for the assignment. NUST will enter into negotiations with the Law Firm scoring the highest marks, and if negotiations are unsuccessful, negotiations will move to the next best-ranked Law Firm and so on until an agreement is reached. Should your Law Firm be contacted for negotiations, you must be prepared to furnish the detailed cost breakdown and other clarifications to the proposals submitted by you, as may be required to ascertain the reasonableness of your pricing proposals.

13. Rights of NUST

- (a) Please note that the Namibia University of Science and Technology is not bound to select any of the Law Firms submitting proposals.
- (b) Please note that the cost of preparing a proposal and of negotiating a contract, including visits to Namibia, if any, is not reimbursable as a direct cost of the engagement.
- (c) NUST reserves the sole discretion to allocate legal matters to any of the appointed firms on the panel. Allocation will be determined based on the nature and complexity of the matter,

as well as the expertise, capacity, and availability of the respective firms. Appointment to the panel does not grant any firm an automatic right to receive instructions from NUST, nor will matters be allocated on a rotational basis.

14. Duration of Engagement

It is estimated that the minimum duration of the engagement shall be for a period of **Thirty-Six (36) months**. You should base your financial proposal on these figures, indicating the man-months considered necessary by you to undertake the assignment. The extent to be spent in Namibia and that in the office outside Namibia should be clearly indicated. The rate proposed in your submission will be applied in case the duration of the assignment is extended.

15. Validity of Proposal

You are requested to hold your proposal valid for **180 days** from the deadline for submission of proposals, during which period you will maintain without change your proposed price. The Namibia University of Science and Technology will make its best efforts to finalise the Contract of Engagement within this period.

16. Eligibility Criteria

For the participating company to be eligible, the service provider must attach the following mandatory documents:

No	Document Name	Please tick
1	A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders).	
2	Valid Fidelity Fund Certificate issued by the Director of the Law Society of Namibia.	
3	A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
4	A valid original or certified copy of the company's good standing certificate from the Social Security Commission. Not older than 30 days at the time of submission.	
5	A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or an exemption issued in terms of section 42 of the Affirmative Action Act, 1998.	
6	A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	

NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

Kindly note that the appointed Law Firm(s) will be required to submit the above-mentioned documents at the beginning of each year for the duration of the engagement.

17. Commencement date of the Engagement

Assuming that the contract can be satisfactorily concluded within **30 days** you will be expected to take up/commence with the assignment within a period of **five (5) days**, or earlier thereafter.

18. Tax Liability

Please note that the appointed Law Firm(s) will be responsible for the payment of the relevant Tax and VAT liabilities.

19. Insurance

N/A

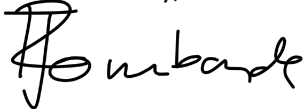
20. Confirmation of Invitation to submit proposal

We would appreciate if you would inform us by email to bidbox@nust.na :

- (a) your acknowledgment of the receipt of this Letter of Invitation within **five (5) days**; and
- (b) further indicate whether or not you will be submitting a proposal.

21. The Namibia University of Science and Technology would like to thank you for considering this invitation for the submission of proposals.

Yours faithfully,



24/10/2024

Ms. Rosemary Tjombonde-Kakuuui
Secretary to the Procurement Committee

Enclosures:

Annexure 1: Terms of Reference.

Annexure 2: Supplementary information for Law Firm(s)

Annexure 3: Draft Service Contract under which service will be performed.

Annexure 4: Evaluation Criteria

TERMS OF REFERENCE

Part 1. Background

The University invites proposals from qualified, reputable and experienced Namibian Law Firms in possession of a valid fidelity fund certificate/s issued for 2025 to provide designated legal services to NUST relating to its mandate on a need basis, for a period of thirty-six (36) months.

Part 2. The Services

The University invites proposals from registered Namibian Law Firms to **provide NUST with the “fee structure”** that they intend to charge for the different kinds of legal services, as listed below:

- i) Corporate Governance;
- ii) Regulatory Compliance;
- iii) Intellectual Property Law;
- iv) Contract Law;
- v) Labour Law;
- vi) Legal opinions/advice;
- vii) Debt Collection;
- viii) Legal due diligence where required
- ix) Private and Public Law;
- x) Alternative Dispute Resolution;
- xi) Representation in disputes or in court where necessary; and
- xii) Any other ancillary matters.

The firms should be guided by the High Court Tariffs and the reasonable fees to be incurred for services rendered in tribunals and other services.

The fees should be based on a reasonable period that an experienced legal practitioner would take to render the services.

Part 3. Contract Duration and Fees:

(a) Duration of Initial Contract

The duration of the contract is for a total period of **thirty-six (36) months** commencing on **01 January 2026 to 31 December 2029**. NUST reserves the right to start engagement earlier than the set date, provided that all procurement compliance documentation and agreements are signed by all parties.

b) **Multiple** Law Firms will be appointed to a panel.

(b) Payment

Payment shall only be made upon the rendering of services and submission by the Service Provider of a valid invoice together with all supporting documents as required by the University. Payments will be processed and made by the University by the 7th day of the month following the invoice submission.

Part 4. Deliverables

The Law Firm(s) will be required to carry out the work strictly in accordance with instructions provided by NUST, which shall specify the form of output at the time the instructions are issued.

SUPPLEMENTARY INFORMATION FOR LAW FIRMS

Proposals

1. Proposals should include the following information:

(a) Technical Proposals

- i) The Proposer's staffing generally.
- ii) The Proposer's experience and understanding, with experience *in re* the objects of NUST and the relevant legislation, as it relates to **NUST**.
- iii) Complete list of contactable references of assignments of similar nature successfully completed during the last 5 years **(Form F-3)**
- iv) Expertise in providing legal services in areas such as corporate governance, regulatory compliance, intellectual property law, contract law, labour law, and private and public law.
- v) A complete list of legal practitioners and staff who will be working on the engagement and areas of law they will cover during the period of engagement.
- vi) The name and contact details of the accountable individual at the **Law Firm**.
- vii) Mandatory documentation as required under the eligibility criteria.

(b) Financial Proposals

The Financial Proposals should be given in the form of summary of Contract estimate **(Form F- 4)** or as per your Professional costing structure and must include:

- i) Fee structure grouped according to the years of experience of each partner or individual legal practitioner at the Law Firm. The fee structure shall remain valid and applicable for a period of thirty-six (36) months from date of formal engagement.
- ii) Invoicing and payment procedures.

2. The Proposals shall be submitted in **one (1) original** and **two (2) copies**

Contract Negotiations

1. The aim of the negotiations is to reach an agreement on all points and a draft contract with each Law Firm. Negotiations commence with a discussion of the Law Firm's technical proposal, the proposed work plan, and any suggestions made to improve the Terms of Reference. An agreement will then be reached on the final Terms of Reference and the bar chart, which will indicate periods in [weeks/months] and the reporting schedule.
2. Once these matters have been agreed upon, financial negotiations will take place and will begin with a discussion on the proposed payment schedule.

BID SUBMISSION FORM

From: _____

To: _____

Re: Request for proposal for the selection of legal practitioners for a legal panel for the provision of legal services to the Namibia University of Science and Technology for three (3) years

Procurement No: SC/RP/NUST - 021/2025

I/We _____ herewith enclose Technical and Financial Proposals for selection as Law Firm/s and or Legal Practitioner/s for the Namibia University of Science and Technology.

I/We undertake that, in competing for (and, if the award is made to me/us, in executing) the above contract, I/we will observe the highest level of ethical conduct.

Yours faithfully

Signature: _____

Full name: _____

Address: _____

FORMAT OF CURRICULUM VITAE (CV) FOR LAW FIRM

Name of Legal Practitioner: _____

Profession: _____

Date of Birth: _____

Nationality: _____

Membership in Professional Bodies: _____

Date of admission as legal practitioner (if applicable): _____

Key Qualifications:

[Give an outline of experience and training most pertinent to tasks on assignment. Describe degree of responsibility held on relevant previous assignments and give dates and locations. Use about half a page.]

Education:

[Summarize college/university and other specialized education, giving names of institutions, dates attended, and degrees obtained. Use about one quarter of a page.]

Employment Record:

[Starting with present position, list in reverse order every employment held. List all positions held since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in last ten years, also give types of activities performed and employers references, where appropriate. Use about two pages.]

Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and experience, and are true and correct.

Date: Day/Month/Year

[Signature of Legal Practitioner]

Full name of Legal Practitioner:_____

ASSIGNMENTS OF SIMILAR NATURE SUCCESSFULLY COMPLETED DURING THE LAST 5 YEARS

1. Outline of recent experience on assignments of similar nature:

Sl.No	Name of assignment	Name of Project	Owner or Sponsoring agency	Cost of Project	Date of Commencement	Date of Completion	Was assignment satisfactorily completed

Note: Please attach Reference letters from the company/employer. (Issued by the Officer of rank not below that of Divisional Manager or equivalent.)



FORM F-4

Cost Estimate of Services¹

Remuneration:

Legal Practitioner/s Name	Hourly/Monthly Rate (in currency) currency)	Working Months	Total Cost (in
----------------------------------	--	-----------------------	---------------------------

_____	_____	_____	_____
-------	-------	-------	-------

Sub-Total (Remuneration)

Out-of-Pocket Expenses² :

(a) Per Diem ³ : Room charge	Subsistence	Total	Days
_____	_____	_____	_____

(b) Air fare

(c) Lump Sum Miscellaneous Expenses⁴ :

Sub-Total (Out-of-Pocket)

Contingency Charges:

Total Estimate: _____

¹ Rates shall be used for extension of contract for Lump-sum basis and for Time-based contract at negotiation stage or as otherwise specified

² Reimbursable at cost with supporting documents/receipts unless otherwise specified.

³ Per Diem is fixed per calendar day and need not be supported by receipts.

⁴ To include reporting costs, visa, inoculations, routine medical examination, minor surface transportation and communications expenses, portage fees, in-and out expenses, airport taxes, and such other travel related expenses as may be necessary.

CONTRACT No. _____

**SERVICE CONTRACT
FOR THE PROVISION OF LEGAL SERVICES**

ENTERED INTO AND BETWEEN



**NAMIBIA UNIVERSITY
OF SCIENCE AND TECHNOLOGY**

NAMIBIA UNIVERSITY OF SCIENCE AND TECHNOLOGY

Duly established in terms of the Namibia University of Science and Technology Act,
Act No. 7 of 2015

Herein represented by Prof Andrew Niikondo , in his capacity as Acting *Vice-Chancellor*
and duly authorised thereto and whose business address is:

13 Jackson Kaujeua Street
Private Bag 13388
Windhoek
NAMIBIA

Telephone: +264 61 207 2001/2/7
Facsimile: +264 61 207 9001

Email: vc@nust.na
Website: www.nust.na

(Hereinafter referred to as “**NUST**”)

AND

[INSERT LAW FIRM'S NAME]

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PREAMBLE

WHEREAS the Namibia University of Science and Technology [hereinafter called "**NUST**"] and [hereinafter called the "**Law Firm**"] have agreed to enter into this Service Contract.

WHEREAS NUST has determined the need to procure the services described, implied or referred to in this Contract, subject to the terms and conditions hereinafter set forth.

AND WHEREAS the **Law Firm** represents and affirms that it possesses the requisite experience, qualifications, capability, and skill to perform the said services.

NOW THEREFORE, the **Parties** hereto have agreed as follows:

ARTICLE I

SCOPE OF SERVICES

The services to be performed by the Law Firm under this Contract (hereinafter called the Services) are those described in the Terms of Reference attached hereto as **Annexure 1** to the present Contract. The Terms of Reference shall form an integral part of this Contract.

ARTICLE II

COMMENCEMENT OF SERVICES AND DURATION OF CONTRACT

- 2.1 The **Law Firm** shall commence the Services upon signature of the present Contract and shall carry out the Services in a manner most suited to the requirements of the Contract and in accordance with the schedules and time limits established under the Terms of Reference (**Annexure 1**) or indicated by **NUST**.
- 2.2 The Services shall be for **thirty-six (36) months**, beginning on the date of commencement of the Services, and ending not later than *[insert completion date]*.

ARTICLE III

DUTIES OF THE LAW FIRM

- 3.1 The **Law Firm** 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 **NUST** and in compliance with the Legal Practitioner's Act 15 of 1995.
- 3.2 The **Law Firm** shall:
- (a) regularly report to NUST, through the Legal Office, on all matters arising from or relating to this Contract, and seek direction or guidance where necessary;
 - (b) promptly comply with all instructions issued by NUST, through the Legal Office, in connection with the performance of the services; and .
 - (c) execute instructions only as communicated by NUST through its Legal Office, which shall serve as the sole point of contact for all matters under this Contract. Any requests received from other University representatives relating to the services must be referred to the Legal Office for confirmation before any action is taken.
- 3.3 The **Law Firm** shall perform the services to the satisfaction of **NUST** in accordance with the Terms of Reference and at such intervals as **NUST** may require.
- 3.3.1 NUST reserves the right to review the performance of the law firm. Where a firm consistently fails to meet the required standards of service, demonstrates a lack of capacity, or otherwise acts in a manner prejudicial to NUST's interests, NUST may, upon written notice, proceed in terms of clause 9 of this contract.
- 3.4 The **Law Firm** shall keep and maintain accurate and complete accounts in respect of expenditure incurred under the present Contract in such form and detail as shall be satisfactory to **NUST** for the purposes of making payment or settlement under the Contract, where applicable.
- 3.5 The **Law Firm** shall meet the cost of any insurance and/or medical examination or treatment required by its staff in the course of performing the services.

ARTICLE IV
PAYMENT FOR THE SERVICES

- 4.1 **NUST** shall pay to the **Law Firm**, in respect of the services, the various amounts specified in **Annexure 2** to this Contract (hereinafter referred to as the "Contract Amount").
- 4.2 The Contract Amounts shall be paid to the **Law Firm** in accordance with the modalities specified in **Annexure 2** to the present Contract, which forms an integral part hereof.

ARTICLE V
CONFIDENTIALITY AND OWNERSHIP OF DOCUMENTS

- 5.1 All documents, statistics, reports, data and other information provided, created, obtained or made available to the **Law Firm** or its employee in connection with or by virtue of the present Contract, shall be treated as confidential by the **Law Firm**, and the **Law Firm** shall not be entitled to use or make copies of them for any purpose that is not related to the present Contract.
- 5.2 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 Public Entity.
- 5.3 Any study, report or other material, graphic, software or otherwise, prepared by the **Law Firm** for **NUST** under the Contract shall belong to and remain the property of **NUST**. The **Law Firm** may retain a copy of such documents as per the relevant legislation.

ARTICLE VI
ASSIGNMENT AND SUB-CONTRACTING

- 6.1 Except with the prior written consent of **NUST**, the **Law Firm** shall not:
- (a) in whole or in part, assign, transfer or otherwise dispose of, their rights or obligations under the present Contract;
 - (b) Sub-contract, or otherwise transfer responsibility for, the whole or any part of the Services to any other **Law Firm**.

ARTICLE VII
LIABILITY OF THE LAW FIRM

- 7.1.1 The **Law Firm** shall abide by and take all measures necessary to enable it comply with all laws and regulations in force as per the Legal Practitioners Act and the Nust Act in relation to the Services to be performed in terms of this Contract.
- 7.2 The **Law Firm** shall be fully liable for the consequences of any error or omission on their part or for any damage caused by negligence on their part in carrying out the Services or performing their obligations under the present Contract.

ARTICLE VIII
FORCE MAJEURE

- 8.1 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*.
- 8.2 In the event of *force majeure* which delays performance of the whole or any part of the present Contract for more than thirty (30) days, either Party shall have the right, by notice in writing to the other party, to terminate the Contract.
- 8.3 For purposes of this Article, 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.

ARTICLE IX
TERMINATION OF CONTRACT

- 9.1 **NUST** may, upon giving not less than thirty (30) days' notice in writing to the **Law Firm**, terminate the present Contract for cause if the Law Firm has failed to perform the Services or to comply with their other obligations under the Contract or in terms of the Legal Practitioner's Act.

- 9.2 **NUST** may, at its option, terminate this Contract when it is in the interest of or for the convenience of **NUST** to do so, provided that the **Law Firm** shall in that event be given a notice of not less than thirty (30) days of such termination.
- 9.3 The **Law Firm** may terminate the present Contract if **NUST** has, within a period of forty five (45) days after the due date, failed to pay any amount due to it in respect of which no dispute has arisen., in which event the **Law Firm** shall be under a duty to return, subject to all documents in its possession to **NUST**.
- 9.4 The **Parties** hereto may by mutual agreement terminate this Contract.
- 9.5 If the present Contract is terminated under this Article, **NUST** 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.

ARTICLE X

DISPUTE SETTLEMENT

- 10.1 Any dispute arising out of or in connection with the present Contract shall, unless it is amicably settled, be decided upon by the Accounting Officer of **NUST** who shall transmit his decision in writing to both **Parties**.
- 10.2 Any dispute between the Parties as to matters arising pursuant to this Contract which cannot be settled amicably within sixty (60) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for arbitration under the applicable law.

ARTICLE XI

MODIFICATION OR AMENDMENT

- 11.1 Except by mutual agreement in writing between the **Parties**, no change, modification or amendment shall be made to the present Contract.

- 11.2 Notwithstanding the preceding paragraph, **NUST** may at any time order or require changes in the scope of the Services. If such changes add to or reduce the cost of the Services, the Contract Amount shall be adjusted accordingly.

ARTICLE XII

EFFECTIVE DATE

The present Contract shall enter into force on the date of its signature by both **Parties**.

ARTICLE XIII

CHANNEL OF COMMUNICATIONS AND NOTICE

- 13.1 For the purposes of the present Contract, the authorized representative of **NUST** shall be the Accounting Officer of **NUST**.
- 13.2 Any communication, notification, submission, notice, demand or request under the present Contract shall be deemed to have been duly transmitted if it shall have been delivered by hand, mail, or facsimile by either party to the other at the appropriate address indicated below, or at such other address as that other party may have indicated:

FOR NUST

Postal Address : Private Bag 13388, Windhoek, Namibia
Physical Address : 13 Jackson Kaujeua Street, Windhoek, Namibia
Telephone : +264 61 207 2001/2/7
Facsimile : +264 61 207 9001
E-mail : vc@nust.na

FOR THE LAW FIRM

Postal Address : _____
Physical Address : _____
Telephone : _____
Facsimile : _____
Email : _____

ARTICLE XIV
Governing Law

This Contract shall be read, construed and given effect to in accordance with the laws of the Republic of Namibia other than the necessary enforcement of judgement in any other country.

IN WITNESS WHEREOF the **Parties** hereto have caused the present Contract to be signed in their respective names in two (2) original copies in English on the day and at the place first above written, each Party receiving one (1) original copy hereof.

FOR:

**THE NAMIBIA UNIVERSITY OF SCIENCE
AND TECHNOLOGY**

Place Date

Prof Andrew Niikondo
Acting Vice-Chancellor

WITNESS

FOR:

THE LAW FIRM

Place Date

Authorised Signatory
Title

WITNESS

Annexure 1 - Terms of Reference
Annexure 2 - Contract Amount and method of payment

EVALUATION CRITERIAS

The following evaluation criteria shall be applied, notwithstanding any other requirement in the bidding documents.

The bidder must meet the following mandatory requirements.

MANDATORY REQUIREMENTS DOCUMENT EVALUATION CRITERIA

MANDATORY DOCUMENTS REQUIREMENTS	
MANDATORY REQUIREMENTS	Responsive or Not Responsive
A valid certified copy of the Company registration certificate, clearly indicating shareholders' and principals' contact details (as registered with BIPA) (Attach certified copies of the Identification Document of all shareholders).	
Valid Fidelity Fund Certificate issued by the Director of the Law Society of Namibia	
A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
A valid original or certified copy of the company's good standing certificate from the Social Security Commission. Not older than 30 days at the time of submission.	
A valid original or certified copy of the company's good standing Tax Certificate from the Ministry of Finance (NAMRA).	
A valid original or certified copy of the company's good standing certificate from the Social Security Commission. Not older than 30 days at the time of submission.	
A valid certified copy of the Affirmative Action Compliance Certificate or proof from the Employment Equity Commissioner that a bidder is not a relevant employer or an exemption issued in terms of section 42 of the Affirmative Action Act, 1998.	
A written undertaking, as contemplated in Section 138(2) of the Labour Act, 2007 (complete and return with the bid)	

NB: Only a valid copy of an original document certified by a Commissioner of Oaths appointed in terms of the Justices of the Peace and Commissioners of Oaths Act.1963 (Act No. 16 of 1963).

At this stage, the bidder's submission will either be responsive or non-responsive. Non-responsive bids will be eliminated from the entire evaluation process and will not be considered further.

EVALUATION CRITERIA FOR TECHNICAL PROPOSALS

Evaluation Criteria	Points
Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORS) - The Law Firm must describe how it will deliver the demands of the ToR; providing a detailed description of the essential performance characteristics, reporting conditions, and quality assurance mechanisms that will be put in place while demonstrating that the proposed methodology will be appropriate to the key deliverable of NUST.	30
The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights, which are required to be detailed within the proposed methodology and work plan: a) The methodology is clear and complete: all key deliverables, resources mobilised, a list of activities, risks, and assumptions are included. Clearly indicating key personnel to be allocated for this contract and their expertise as per the scope of services. b) The methodology is relevant: it brings an added value to the TORS and contains innovations. c) The number of lawyers and expected working hours for each lawyer are adequate to perform each activity. d) Strong understanding of various legal frameworks, procedures, and relevant legislation (e.g., anti-corruption laws, financial regulations, procurement, labour, etc). e) Ability to gather evidence, analyse complex data sets, and prepare a legally sound report. f) Excellent verbal communication and stakeholder engagement skills. g) Ability to present findings to management, governing bodies, or law enforcement where necessary. <i>The bidder methodology and work plan must include detailed evidence of the requirements outlined above to obtain the percentage scoring.</i> • Detailed technical approach, methodology, and work plan as required above: 30% • Inadequate methodology and work plan: 15% • No methodology and work plan submitted: 0%	
Key Professional staff qualifications and competence for the assignment	15
The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights: Legal Practitioners Qualifications and Experience a) Academic qualification: Bachelor of Laws (LLB) or equivalent: 5% b) Experience (5-10 years) in any of the various legal frameworks, such as (Corporate governance, IP Law, contract law, labour law, legal opinions/advice, debt collection, legal due diligence, private and public law, alternate dispute resolution, etc): 5%	

c) Admission as legal practitioner: Admitted Legal Practitioner at the High Court of Namibia and other jurisdictions: 2.5% d) List of Practitioners: Provide a list of legal practitioners who will be assigned to this contract. Clearly indicating their years of experience, qualifications and areas of expertise: 2.5% e) No relevant qualification, experience or list of practitioners included: 0%	
Law Firm's Track Record (Evidence of experience)	30
Expertise and proven track record in legal services provision in complex environments in the public and private sectors (attached list of previous and current relevant clientele). Attach at least proof of three (3) recent contactable references (Reference verification will be done). <i>These reference letters should include the entity's name, nature of the contract, duration of contract, contact person and office telephone number, and email address. The reference letters should be for contracts completed within the last five (5) years (2020 to 2025)</i> • 3 reference letters attached substantiating the criteria: 30% • 2 reference letters attached substantiating the criteria: 25% • 1 reference letter attached substantiating the criteria: 5% • 0 reference letter attached substantiating the criteria: 0%	
The expertise of the Law Firm	25
The number of points to be assigned for this criterion shall be determined considering the following sub-criteria and relevant percentage weights: a) A detailed company profile provides a portfolio describing the nature of the business, the field of expertise, licenses, certifications, and accreditations. Any relevant and related work and assignments delivered by the law Firm. b) Business addresses (trading, telephone numbers, contact persons, and email), demographics information such as employees and physical facilities such as offices. c) a minimum of five (5) years of extensive experience and expertise in providing various legal services for State-Owned Enterprises, other public entities, as well as the private sector. d) Proven experience in the legal fraternity and expertise in providing litigation and commercial legal services. e) Valid Fidelity Fund Certificate issued by the Director of the Law Society of Namibia. f) Experience working with public institutions or large organisations on similar assignments. <i>The bidder is expected to attach a portfolio of evidence to substantiate their expertise and experience to obtain the percentage scoring.</i> • Minimum of five (5) years of extensive experience and expertise in providing various legal services for state-owned enterprises, other public entities as well as the private sector: 25%	

• Minimum of three (3) years of extensive experience and expertise in in providing various legal services for state-owned enterprise, other public entities as well as the private sector: 15% • No experience providing legal services for State-Owned Enterprises and the public and private sector: 0%	
Total	100

a) Only Law Firm scoring 70% and more will be considered for financial evaluation.

Bidders applying for the Margin of Preference shall submit, upon request, evidence of:

MARGIN OF PREFERENCE

No.	Category	Documentary Evidence	Margin of preference
1	Manufacturer	- Certificate of registration from a registering authority - Declaration by the bidder that the manufactured goods meet the local content as determined in Annexure 6 as per the cost structure for Value Added Calculation in Annexure 1, and as certified by an Accountant	2%
2	Micro, Small and Medium Enterprise	- SME registration certificate - Declaration indicating the percentage of Namibian MSME ownership	1%
3	Women owned enterprise	- ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - Declaration indicating the percentage of Namibian female ownership	1%
4	Youth owned enterprise	- ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - Declaration indicating the percentage of Namibian youth ownership	2%
5	Previously Disadvantaged Person Owned enterprise	- ID's of all shareholders - Founding statement/company registration indicating ownership structure/shareholder certificate - Declaration indicating the percentage of Namibian PDP's ownership	2%
6	Suppliers providing environment protection	- Declaration and proof that the bidder meets the requirements set out in the bidding document	1%

7	Suppliers providing employment to Namibians	- Declaration that the bidder employs 50% or more Namibian citizens	1%
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a) For procurement of non-consultancy services:

i) Namibian Shareholding

3% - if the bidder meets any of the qualification criteria under section 71 (3) of the Act;

ii) Services to be rendered by Namibian citizens:

(aa) 1% - if between 50% - 60% of the key employees to render the service inclusive of management are Namibian citizens;

OR

(bb) 2% - if more than 60% of the key employees render the service inclusive of management are Namibian citizens;

(cc) 3% - if 100% semi-skilled labour are Namibian citizens;

iii) Materials:

2% If the bidder has signed a declaration that 50% of the total value of goods or materials to be used for the services are manufactured, grown, mined or extracted in Namibia.

b) For procurement of consultancy services

(i) Namibian shareholding:

3% - if the bidder meets any of the qualification criteria under section 71(3) of the Act;

(ii) Services to be rendered by Namibian citizens:

(aa) 4%- if the Team leader is a Namibian citizen;

(bb) 1% - if between 50% - 60% of the employees to render the service are Namibian citizens;

OR

(cc) 3% - if more than 60% of the employees to render the service are Namibian citizens.

c) For procurement of consultancy services (Individual):

5% - if an individual consultant is a Namibian citizen



Republic Of Namibia

Ministry of Labour, Industrial Relations and Employment Creation

Written undertaking in terms of section 138 of the Labour Act, 2015 and section 50(2)(D) of the Public Procurement Act, 2015

1. EMPLOYERS DETAILS

Company Trade Name: _____

Registration Number: _____

Vat Number: _____

Industry/Sector: _____

Place of Business: _____

Physical Address: _____

Tell No.: _____

Fax No.: _____

Email Address: _____

Postal Address: _____

Full name of Owner/Accounting Officer: _____

Email Address: _____

2. PROCUREMENT DETAILS

Procurement Reference No.: _____

Procurement Description: _____

Anticipated Contract Duration: _____

Location where work will be done, good/services will be delivered:

3. UNDERTAKING

I _____ *[insert full name]*, owner/representative

of _____ *[insert full name of company]*

hereby undertake in writing that my company will at all relevant times comply fully with the relevant provisions of the Labour Act and the Terms and Conditions of Collective Agreements as applicable.

I am fully aware that failure to abide to such shall lead to the action as stipulated in section 138 of the labour Act, 2007, which include but not limited to the cancellation of the contract/licence/grant/permit or concession.

Signature: _____

Date: _____

Seal: _____

Please take note:

1. *A labour inspector may conduct unannounced inspections to assess the level of compliance*
2. *This undertaking must be displayed at the workplace where it will be readily accessible and visible by the employees rendering service(s) in relations to the goods and services being procured under this contract.*