

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE
PROFESSIONAL LEGAL SERVICES TO THE EASTERN CAPE GAMBLING BOARD FOR A PERIOD OF 36
MONTHS**

1. INTRODUCTION

- 1.1 The Eastern Cape Gambling Board (“the ECGB”) is a Schedule 3C public entity in terms of the Public Finance Management Act (“PFMA”). The ECGB was established in terms of the Eastern Cape Gambling Act, 1997 (as amended) (“the Act”) whose mandate *inter alia* to regulate and control all gambling activities in the Eastern Cape (“the Province”), South Africa.
- 1.2 ECGB is an agency of the Eastern Cape Department of Economic Development, Environmental Affairs and Tourism.
- 1.3 The Act provides for the establishment of a stand-alone authority mandated with controlling, promoting, regulating, supporting, developing, enforcing and continuously improving the Gambling Industry in the Province. The above is to be achieved by complying with the Standards and Recommended Practices of the National Gambling Authority, whilst considering the local context.

2. PURPOSE OF THE REQUEST FOR PROPOSAL (“RFP”)

- 2.1 ECGB would like to invite suitable, qualified and competent firms of attorneys to send proposals to be considered for inclusion on its panel of attorneys. This implies that the selected firms are a pool, not necessarily the only contracted service provider. The panel of attorneys will be required to provide legal services to ECGB, on a rotational and on an ad-hoc basis. The period of appointment to the panel of attorneys is initially for a period of 36 (thirty-six) months with an option to extend for further 24 (twenty-four) months.
- 2.2 Matters will be allocated to the firms of attorneys on a rotational basis with the following factors taken into consideration.
 - 2.2.1 The nature and complexity of the matter;
 - 2.2.2 The jurisdiction of the matter (i.e. where the matter arises);
 - 2.2.3 The resources as well as the capabilities of the firm; and
 - 2.2.4 The expertise and area of specialization of the firm.
- 2.3 The Chief Executive Officer will finalise the signing of a Service Level Agreement with the attorneys upon the acceptance of the proposed fees.

3. BACKGROUND TO THE RFP

- 3.1 The Legal Services Department of the ECGB is responsible for in-house corporate legal services to the organisation. However, the need arises from time to time to outsource some of the work to external legal practitioners.
- 3.2 This invitation has been issued to solicit proposals from firms of attorneys interested in providing legal services to ECGB. The objective of this RFP is to appoint suitable, qualified and competent legal firms with adequate capacity and experience in dealing with a spectrum of legal issues to serve on ECGB’s panel of attorneys.

4. INVITATION TO THE PANEL

- 4.1 ECGB is seeking to procure the services of qualified and experienced law firms to assist the ECGB in rendering legal services on a rotational and on an ad-hoc basis for specific assignments.
- 4.2 The ECGB will evaluate the bid in terms of and in accordance with governing prescripts of the Republic of South Africa regarding supply chain management.
- 4.3 The successful bidders will not be entitled to a retainer fee. ECGB will provide the successful bidders with its proposed fees schedule.
- 4.4 Based on the quality of the proposals submitted and upon acceptance of the proposed fee schedule, the ECGB intends to select various law firms, and to conclude a Service Level Agreement with each successful service provider for a period of 36 (thirty-six) months with an option to renew in ECGB's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise.
- 4.5 Bidders must submit a separate bid for each category (as indicated in paragraph 5.1 below), in the event that they intend to bid for more than one category.
- 4.6 The ECGB reserves the right to modify, amend, restructure or terminate the bid or any procedures or requirements set out herein at any time and from time-to-time, without prior written notice or without providing such further reasons to prospective bidders and also without liability to compensate or reimburse any person.
- 4.7 The prospective bidders shall place no reliance on any information or comment about the bid from any third party or source.

5. SCOPE OF WORK AND DELIVERABLES

The Panel of Attorneys/Law firms will be expected to render services to the ECGB on a wide range of issues pertaining to, *inter alia* the following but not limited to:

5.1

Categories	Scope of Work	Skills required
Commercial and Corporate Law	i. Provide advice on various aspects of commercial law and/or Corporate law. ii. Advice on Corporate Governance and Compliance matters. iii. Provide advice on Gaming law. iv. Provide legal opinions of a corporate nature v. Drafting, vetting and advise on commercial contracts. vi. Provide advice on Intellectual Property ("IP") related matters, ability and expertise on keeping an IP register, ability to register IP including trademarks etc vii. Provide legal opinions and advice on property related matters. viii. Provide advice on all legal issues arising from the development, procurement and use of technology by	i. Proven experience in working with transactions of a commercial nature. ii. Exceptional research and drafting skills for purposes of preparing legal opinions of a commercial law nature. iii. Proven experience in providing advice in general commercial and/or corporate law matters. iv. Comprehensive understanding of IP matters and all related processes. v. Comprehensive understanding of IP related matters. vi. Extensive knowledge in ICT and technology related matters.

	ECGB ix. Negotiate, vet and draft Information, Communication and Technology ("ICT") agreements	
Litigation	i. Ability to institute and defend/ oppose litigious matters in various courts/ forums on behalf of the ECGB.	i. Extensive experience & knowledge in litigation in the various courts and/forums (i.e. magistrates court, high court, the supreme court of appeal etc.)
Labour and Employment Law	i. Handling and/or presiding over grievances and disciplinary/ matters of all employees. ii. Advice regarding breach of employment contracts and other related disputes that arise out of the employment relationship. iii. Vetting of contracts of employments, policies and procedures ensuring that they are aligned to applicable legislation and regulations. iv. Conducting forensic investigations in the workplace and advising thereon. v. Provision of labour related advice, legal opinions and any related service in this regard. vi. Advice pertaining to employment law legislation and its potential impact (e.g. BCEA, LRA, employment Equity Act etc.) and on any amendments. vii. Representing ECGB at arbitrations, mediations, the labour courts and at any other forums for labour disputes. viii. Advise on law relating to retirement funding, pension fund, medical aid and Employee benefit law. ix. General advice on all aspects of employment law.	
Intergovernmental and regulatory matters including Regulatory compliance	i. Provide advice and legal opinions on intergovernmental and regulatory matters. ii. Interpretation of various applicable legislation.	i. Extensive knowledge of intergovernmental and regulatory matters. ii. Understanding of regulatory compliance.
Administrative and Constitutional law	i. Proven expertise on the PFMA and related legislation. ii. Proven experience and understanding on public law iii. Provision of advice and managing disputes that may arise by virtue of the ECGB being an administrative body	i. Extensive and proven track record of administrative and constitutional law matters.

- 5.2 Selected firms will be listed on a panel to provide specialist legal services to the ECGB's Legal Services Department for a period of 36 (thirty-six) months. Selected firms must be willing to enter into a Service Level Agreement and accept the fees and/or rates structure that will be provided. The ECGB reserves the right to remove any law firm from the panel if that law firm does not meet the ECGB's performance standards.
- 5.3 It is expected that the prospective bidders should have thorough working understanding of the Preferential Procurement Policy Framework Act, 2000 ("PPPFA") and its Regulations, the PFMA and other pieces of legislation or standards applicable to organs of state.
- 5.4 All law firms are to ensure that all Attorneys have a minimum recognized Bachelor of Laws (LLB) degree or equivalent and must be admitted in terms of the applicable legislation.
- Prospective bidders must submit detailed curriculum vitae and/or resumes of attorneys and/or directors and junior attorneys to be utilized for ECGB related instructions, for the area(s) that the bidder is tendering for, (in case the law firm is appointed into the panel) with certified copies of their respective qualifications.
- 5.5 Law firms that are included on the ECGB's panel of attorneys will be prohibited from acting against the ECGB in any matter.
- 5.6 The firms of attorneys will also be required to ensure transfer of skills to in-house legal practitioners of the ECGB.
- 5.7 Panel members are not guaranteed any work under this tender proposal.

6. EQUITY

The ECGB is committed to encouraging black economic empowerment through providing opportunities to historically disadvantaged individuals and as a result the requirements of the Broad-Based Black Economic Empowerment Act, 2003 ("BBBEE Act") its regulation and code will be applied in the evaluation process. The bidder must indicate, in the table below, with a tick () on the relevant category:

Firm Categories	Definition	Please tick
Category 1: Small Law Firms	Law Firm with an annual turnover of not more than R10 million	
Category 2: Medium Law Firms	Law Firm with an annual turnover greater than R10 million but below R50 million	
Category 3: Large Law Firms	Law Firm with an annual turnover greater than R50 million	

7. CONTENT OF THE PROPOSAL

The bidders must include the following in their submission:

- 7.1 The law firm's profile, which must include the Directors, Partners and/or Associates of the firm.
- 7.2 Bidders must provide the following information in respect of area that it wants to be considered: -
- 7.2.1 Summary of work performed or under way;
 - 7.2.2 Year in which the project commenced and was completed; and
 - 7.2.3 Contactable references for the projects referred to above.
- 7.3 Information relating to the firm's team members, which must, amongst others, include: -

- 7.3.1 Detailed Curriculum Vitae;
 - 7.3.2 Experience of the team members in the selected category as mentioned in 4 above; and
 - 7.3.3 Tertiary and other qualifications with full particulars, including the date obtained and the name of the institution from which the qualification was obtained.
- 7.4 A contingency plan for any instances when identified team members may not be available for a specific requirement at a specific time.
 - 7.5 A pricing schedule (as per Annexure B) which should cover the hourly rate for each of the team members in the following manner:
 - Senior Partner or Director
 - Junior Partner / Associate
 - 7.6 Assignments awarded in the last three months of the contract period will be allowed to continue after expiry of this contract period.
 - 7.7 Bidders must specify which categories as per 5.1, they are proposing/bidding for in their proposals.
- 8. CONTRACTUAL AGREEMENT**
- 8.1 The selected firms of attorneys will officially report to the Manager: Legal Services and Board Secretariat of the ECGB.
 - 8.2 No documents may be reproduced, copied or distributed without the prior written consent of the ECGB.
 - 8.3 The successful proposals of law firms will be expected to enter into Service Level Agreement with the ECGB for a period of 36 (thirty-six) months with an option to renew in ECGB's sole discretion for an additional 24 (twenty-four) months on the same terms and conditions unless the parties agree otherwise.
 - 8.4 The SLA will include, amongst others, the following:
 - 8.4.1 Period of agreement;
 - 8.4.2 A schedule of the charges;
 - 8.4.3 Method of communication and reporting;
 - 8.4.4 Non-performance and penalties;
 - 8.4.5 Financial penalties and termination of contract;
 - 8.4.6 Procedures relating to payments;
 - 8.4.7 Procedures relating to management reports;
 - 8.4.8 Terms of deliverables;
 - 8.4.9 Forms and formats of working papers;
 - 8.4.10 Reviews;
 - 8.4.11 Intellectual property
 - 8.4.12 Confidentiality; and
 - 8.4.13 Disputes.
 - 8.5 If the law firm is in breach of its duties and responsibilities or if the quality of work is not of a suitable standard, the ECGB reserves the right to cancel the appointment and/or the Service Level Agreement by giving one calendar months' notice to the law firm . Furthermore, ECGB will subject each prospective bidder to an annual performance review.
 - 8.6 The law firm (s) shall comply with the requirements of the PFMA and shall for the duration of the Service Level Agreement comply with any directives issued by the Law Society of South Africa, including the rules and regulations of the Law Society of the province in which the service provider is practicing and the relevant code on professional conduct and ethics.
 - 8.7 The ECGB shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the bidder's participation in this process.
 - 8.8 No bid shall be awarded to a bidder whose name (or any of its directors or partners or associates and/or attorneys) appears on the Register of Defaulters kept by the Treasury, or

who have been placed on the National Treasury's List of Restricted Supplies. The ECGB reserves the right to withdraw an award or cancel the Service Level Agreement concluded with the bidder should it be established, at any time, that a bidder has been blacklisted with the National Treasury by any Government Institution.

- 8.9 No bid shall be awarded to a bidder whose tax affairs are not in order. ECGB reserves the right to withdraw an award made or cancel the Service Level Agreement concluded with the successful bidder(s) should it be established that such bidder was, in fact, not tax compliant at the time of the award, or has submitted a fraudulent tax status to the ECGB.
- 8.10 The ECGB further reserves the right to cancel the agreement with the successful bidder in the event that such bidder does not remain tax compliant for the full term of the agreement.
- 8.11 The shortlisted bidders shall agree to an inspection of their premises in the event that ECGB considers such inspections necessary.
- 8.12 The ECGB will allocate work to the successful bidders as and when required in accordance with their area of specialty as per the categories listed in paragraph 5.

9. COMPLIANCE WITH POPIA

- 9.1 The Parties shall fully comply with the statutory obligations contained in the Protection of Personal Information Act, 2013 ("POPIA"), with which the Parties warrant that they are fully conversant as at the Signature Date, when processing Personal Information obtained by a Responsible Party and such information is entered into a record.
- 9.2 The Parties shall comply with the security and information protection obligations equivalent to those imposed on them in terms of POPIA and other applicable data protection legislation, and failing such legislation, they shall take, implement, and maintain all such technical and organizational security procedures and measures necessary to preserve security and confidentiality of the Personal Information in its possession and to protect such Personal Information against unauthorized or unlawful disclosure, access or processing, accidental loss, destruction or damage.

10. BID EVALUATION PROCEDURES

The following are key criteria that will be used in appointing the successful law firm:

- a) **THRESHOLD:** Bids will be evaluated on the 80/20 principle as prescribed in the Preferential Procurement Policy Framework Act, 2000. (Preferential Procurement Regulations of 2022)
- b) Bids will be considered and evaluated in a two (2) staged approach.
- c) During the first stage, bidders will only be evaluated on functionality, and only qualifying law firms who meet the minimum requirements for functionality will be allowed to proceed to the second stage where scoring will be done on 80 points for price and 20 points for specific goals.
- d) Bidders are required to submit their bids in two envelopes with the first envelope outlining the functionality. The first envelope must be clearly marked Stage 1; Functionality.
- e) Furthermore, bidders are required to include their pricing in a second sealed envelope marked Stage 2; Price, which must also include their B-BBEE status level of contribution and proof of office location.
- f) **Only bidders who meet the minimum of 75 points on functionality during the evaluation of Stage 1 will proceed for scoring in Stage 2**

STAGE 1: FUNCTIONALITY

FUNCTIONALITY	MAXIMUM POINTS
<p>A. Law Firm projects on Commercial and Corporate Law, Litigation; Administrative and Constitutional Law, Labour and Employment Law, Intergovernmental and Regulatory matters including regulatory compliance.</p> <ul style="list-style-type: none"> • 5 relevant projects = 30 • 4 relevant projects = 20 • 3 relevant projects = 15 • 2 relevant projects = 10 <p><i>Bidders are required to submit signed letters of reference on the Client's letterhead from previous contracts to substantiate all the projects undertaken - with contactable references for each category bidding for.</i></p>	30
<p>B. Methodology and Project Approach for each category being bid for</p> <ul style="list-style-type: none"> • The Bidder should detail their proposed methodology and approach to each field of law that is being bid for. The proposed methodology and approach in a particular field of law must be clearly reflected = 10 points • Research and investigation approaches and techniques = 5 points • General project management = 5 points 	20
<p>B. Team members (Senior partner and Junior partner) experience on Commercial and /Corporate Law/ Intellectual Property Law/ Property Law/ IT Law, Technology law and Cybersecurity law; Litigation; Administrative and Constitutional Law; Labour and Employment Law & Intergovernmental and Regulatory matters including regulatory compliance.</p> <p>Senior partner or Director</p> <ul style="list-style-type: none"> • 8+ years relevant experience = 15 • 7 years relevant experience = 10 <p>Junior partner or Associate</p> <ul style="list-style-type: none"> • 5+ years relevant experience each = 15 • 4 years relevant experience each = 10 <p>Detailed CVs of team members who will be directly involved in providing the required services should be submitted in support of the above for category bidding for.</p>	30
<p>C. Accreditation</p> <p>Bidders are required to provide and submit with their bid documents the following:</p> <ul style="list-style-type: none"> • A copy of a valid Fidelity fund Certificate = 10 • The law firm's letter/certificate of good standing from the South African Legal Practice Council = 10 	20
TOTAL POINTS	100

STAGE 2: Preferential points system

- Price and B-BBEE Status points will be calculated as described in the Preferential Procurement Regulation 2022. SBD 6.1 Form must be completed to claim specific goals claimed by the bidder.
- A B-BBEE certificate/An original or certified copy of sworn-affidavit is required in order to preference to claim for SMME points.
- Proof of address required (e.g. Title deed, Valid Lease agreement, Municipal account) to claim points for Eastern Cape based bidder.

Table 2: Points available per criteria in Stage 2 are as follows:

PRICE	80
SPECIFIC GOALS	20
50% or >50% Black Ownership	5
50% or >50% Black female ownership	5
SMME (i.e. EME or QSE)	5
Eastern Cape based bidder	5
Total points for Price and SPECIFIC GOALS	100

11. IMPORTANT SUBMISSION GUIDELINES

All proposals will be adjudicated in terms of the Supply Chain Management Policy of the ECGB and in accordance with the PFMA. In addition to those (the conditions) stipulated in any other section of the request for proposals, the law firms should be especially aware of the following terms and conditions:

- 12.1 The ECGB reserves the right not to make any appointment from the submitted proposals.
- 12.2 The ECGB does not bind itself to accept the proposal with the lowest price.
- 12.3 The ECGB reserves the right to cancel this RFP and pursue an alternative course of action at any time without incurring any liability towards any service provider.
- 12.4 The Bidders are advised that the submission of proposals gives rise to no contractual obligations on the part of ECGB.
- 12.5 Proposals submitted by electronic transmission or faxed will not be accepted.
- 12.6 All proposals submitted shall become the property of ECGB and shall not be returned.
- 12.7 CSD reports will be used to verify all company/organization's details and tax status pin codes must be provided.
- 12.8 Bidders are required to complete, sign and submit all SBD forms/bid documents. **If the bidder does not meet this requirement, it will be automatically disqualified.**
- 12.9 Prospective bidders are required to attend a compulsory briefing on the _____ from 10h00 am (a virtual briefing session invite will be forwarded in due course) **If the bidder does not attend the compulsory briefing session the bidder will be automatically disqualified.**
- 12.10 Attendants/ prospective bidders have to sign the attendance register which shall be made available to all.
- 12.11 Bidders are advised to confirm their attendance and the details (including e-mail addresses) of representatives to be connected to the virtual briefing session by no later than _____
- 12.12 Proposals received after the specified time and date i.e. _____ **at 11h00 am will NOT be considered and accepted.**
- 12.13 No services shall be rendered, or goods delivered before an official letter of award has been issued.
- 12.14 The ECGB may request written clarification or further information regarding any aspect of proposals submitted. Service providers must supply such requested information in writing within the stipulated timeframe after the request has been made, or their proposal may be disqualified.
- 12.15 law firms shall not qualify their proposals with their own conditions.
- 12.16 The name(s) and contact details of the person or persons(s) in your organisation responsible for this proposal must be included in the bid document submitted.
- 12.17 The ECGB will not be held responsible for any cost incurred by the service provider in the preparation and submission of this proposal.
- 12.18 The ECGB reserves the right to terminate the contract if not satisfied with the work or the deliverables as stated above are not going to be met. Only bidders that meet the requirements of the request for proposal specification shall be considered during the adjudication process.
- 12.19 Bidders that bid as joint venture must have a signed business agreement by both parties. If the law firm does not meet this requirement it will be automatically disqualified.

- 12.20 The terms and conditions set out in this RFP are stipulated for the express benefit of the ECGB and save as expressly stated to the contrary, may be waived at the ECGB's discretion at any time
- 12.21 No Applicant shall have any claim against the ECGB arising out of any matter relating to the selection of any nature whatsoever where such claim is based on any act or omission by the ECGB, of any nature whatsoever, under any circumstances whatsoever or such claim based on the content of or any omission from this RFP of any nature whatsoever.
- 12.22 The shortlisted bidders may be invited for presentation and rate negotiations.
- 12.23 Bidders must submit a pricing schedule attached hereto for each category bidding for with list of attorney levels within the law firm with applicable rate per hour per level.

NB: These rates will be negotiated with potential bidders before inclusion into the panel. ECGB reserves the right not to appoint a law firm should the proposed rates not be acceptable. Furthermore, inclusion into the panel does not guarantee any work for the law firm, work will be allocated as and when required.

- 12.24 The ECGB reserves the right to clarify any information with any bidder regarding their response to this RFP at ECGB's discretion within a reasonable period.
- 12.25 Bidders who submit a response to this call for interest may be required to give an oral presentation by the ECGB, which may include, but is not limited to, a demonstration of their proposed solution. This provides an opportunity for the bidder to clarify or elaborate on their proposal. This is a fact-finding and explanation session only and does not include negotiation. ECGB will schedule the time and location of these presentations, if required.

12. SUBMISSION OF BID DOCUMENT

- 12.1 Proposals for each selected category must be submitted in a separate envelope and must be marked accordingly.
- 12.2 The pricing schedule (i.e. Annexure B) must be submitted on a separate envelope from the detailed/technical proposal for ease of evaluation.
- 12.3 Bid documents should be submitted in a sealed envelope/package clearly marked with the bid reference number, bidder/company name and be deposited in the tender box situated in the foyer of ECGB head office, addressed as follows:

**Eastern Cape Gambling Board
Quenera Park
Quenera Drive
Beacon Bay
East London**

- 12.4 The closing date as stipulated in front of the bid document should be adhered to; all bids should be received on or before the closing date and time. Bid documents received after the closing date and time will, as a rule, not be accepted for consideration.
- 12.5 Bidder(s) must take pride in preparing their response(s) and submit a neat and clearly marked document as per the description above.

TERMS OF REFERENCE FOR INCLUSION IN A PANEL OF ATTORNEYS TO PROVIDE PROFESSIONAL LEGAL SERVICES TO THE EASTERN CAPE GAMBLING BOARD FOR A PERIOD OF 36 MONTHS

13 ENQUIRIES

All communication or correspondence concerning this bid should be directed as follows:

Regards to Terms of Reference

Adv. Magadla - Naicker
Tel no: 043 702 8336
Akhonam@ecgb.org.za

Regards to bid documents

Ms. Thandi Malotana
Tel no: (043) 702 - 8307
thandazwam@ecgb.org.za

Bid Specification is:

Recommended /

Not Recommended


D. MZONKE
INTERIM CHAIRPERSON:
BID SPECIFICATION COMMITTEE

DATE: 22 / 06 /2023

Bid Specification is:

Supported

/ Not Supported


Z. MQOBOLI
CHIEF FINANCIAL OFFICER

DATE: 22 / 06 /2023

Bid Specification is:

Approved

/ Not Approved


R.M. ZWANE
CHIEF EXECUTIVE OFFICER

DATE: 23 / 06 /2023

FUNCTIONALITY CHECK LIST

FUNCTIONALITY	YES	NO	PAGE/ANNEXURE
A. Letters of reference (per category bidding for)			
• 5 letters =			
• 4 letters =			
• 3 letters =			
• 2 letters =			
• 1 letter =			
B. Methodology and Project Approach (per category bidding for)			
• The proposed methodology and approach in a particular field of law must be clearly reflected			
• Research and investigation approaches and techniques			
• General project management			
C. Detailed CVs of team members who will be directly involved in providing the required services should be submitted			Name of Senior Partner:
• Senior partner or Director			
No of years=			
• Junior partner or Associate			Name of Junior Partner:
No of years=			
D. Accreditation			
• A copy of a valid Fidelity fund Certificate			
Attached Yes / No			
• The law firm's letter/certificate of good standing from the South African Legal Practice Council			
Attached Yes / No			

ANNEXURE B
PRICING SUBMISSION
RFP NO:

ECGB-23/24-BID-1

RFP NAME:

 APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE
PROFESSIONAL LEGAL SERVICES TO THE EASTERN CAPE
GAMBLING BOARD FOR A PERIOD OF 36 MONTHS

BIDDER NAME

<NAME OF BIDDER TO BE FILLED IN HERE>

PRICE INSTRUCTIONS
1. STRUCTURE OF THE TENDER

This spreadsheet for **BID: ECGB-23/24-BID-1** contains the financial response templates for the bid. The bid pricing submission instructions in this document must be read in conjunction with instructions or notes embedded in the various tabs of spreadsheet (Pricing Schedule).

2. GENERAL INSTRUCTIONS FOR COMPLETING THE PRICING SCHEDULE TEMPLATES
2.1 Tender submission format

- 2.1.1 Bidders must submit a paper copy of the Pricing Schedule.
- 2.1.2 Bidders must sign all paper copies of their Pricing Schedule.
- 2.1.3 Bidders must complete and submit the template attached ,which is [Rates](#)

2.2 Input spreadsheets

- 2.2.1 The Pricing Schedule template are contained within the one (1) Excel Workbook
- 2.2.2 Bidders must not make any changes to the spreadsheets or change the formatting of the Pricing Schedule.
- 2.2.3 Cells are formatted to automatically indicate South African Rands, ordinary text fields and percentages (%) where applicable.
- 2.2.4 Input cells FOR BIDDERS are highlighted in **GREEN**. The Bidder must complete all the relevant input cells for the bid. No other cells must be changed in any way whatsoever.

2.3 Currency and VAT

- 2.3.1 All Bidders' pricing must be quoted in South African Rands (ZAR).
- 2.3.3 The Pricing Schedule template is designed such that VAT will be calculated on Bidders' input pricing; therefore Bidders **must** complete the templates with **unit prices excluding VAT**.

ANNEXURE B

PRICE SCHEDULE (A fee is required to be included in every category for each team member on the green column)

ITEM	DESCRIPTION	MAXIMUM RATE (per quarter of an hour excluding VAT)	TOTAL RATE PER HOUR EXCLUDING VAT	TOTAL RATE PER HOUR INCLUSIVE OF VAT
A - Consultation with a client and witnesses to institute or to defend an action, for advice on evidence or advice on commission, for obtaining an opinion or an advocate's guidance in preparing pleadings, including exceptions, and to -				
1	Draft a petition or affidavit, per quarter of an hour or part thereof-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
2	Consultation to note, institute or defend an appeal-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
3	Attendance by an attorney in court at proceedings-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
4	Any meeting, consultation with an advocate, with or without witnesses, on pleadings, including exceptions and particulars to pleadings, applications, petitions, affidavits and testimony, and on any other matter which the legal advisor may consider necessary-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
5	Any other consultation which the legal advisor may consider necessary			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
6	Inclusive fee for necessary consultations and discussions with a client, witness, other party or advocate not otherwise provided for -			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
B - DRAFTING AND DRAWING				
7	The drawing up of a formal statement in any litigation matter, or the drawing up of other necessary documents.			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
C - ATTENDANCE AND PERUSAL				
8	Attending the receipt, entry, perusing, considering and filing of any summons, petition, affidavit, pleading, advocate's advice and drafts, report, important letter, notice or document;			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
9	Sorting, arranging and paginating papers for pleadings, advice on evidence or brief on trial or appeal-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00
D - MISCELLANEOUS				
10	General hourly rate for any other matters-			
	(a) by a Senior partner or Director (7+ years)		R0.00	R0.00
	(b) by a Junior partner/Associate (4 years)		R0.00	R0.00

TOTAL OF HOURLY RATES ABOVE	R0.00
OVERALL AVERAGE OF HOURLY RATES TO BE USED FOR BID PRICING PURPOSES (TOTAL ABOVE DIVIDED BY 20)	R0.00

RFP NO:	ECGB-23/24-BID-1
RFP NAME:	APPOINTMENT OF A PANEL OF ATTORNEYS TO PROVIDE PROFESSIONAL LEGAL SERVICES TO THE EASTERN CAPE GAMBLING BOARD FOR A PERIOD OF 36 MONTHS
BIDDER NAME	

Price Declaration

Dear Sir/Madam,

Having read through and examined the Request For Proposal (RFP) Document, the General Conditions, The Requirement and all other Annexures to the RFP Document.

We undertake to hold this offer open for acceptance for a period of **90 days** from the date of submission of offers. We further undertake that upon final acceptance of our offer, we will commence with the provision of service when required to do so by the **ECGB**

We understand that **ECGB** are not bound to accept the lowest or any offer and that we must bear all costs which we have incurred in connection with preparing and submitting this bid.

We hereby undertake for the period during which this bid remains open for acceptance not to divulge to any persons, other than the persons to which the bid is submitted, any information relating to the submission of this bid or the details therein except where such is necessary for the submission of this bid.

Signature

Date

Print name of signatory:

Designation:

FOR AND ON BEHALF OF:

Tel No:

Fax No:

Cell No:

Email:.....