



# Mangaung Sun t/a Windmill Casino Request for Proposal

Mangaung Sun t/a Windmill Casino, is investigating the provision of a Casino public area shop/outlet operator at our location in Bloemfontein Free State.

Accordingly, we are looking to partner with an operator who shares the same passion and drive in delivering an exceptional service standard to its guests, whilst keeping abreast of industry and market trends and best practice.

To this end, Mangaung Sun t/a Windmill Casino is embarking on a Request for Proposal process to appoint such a Service Provider, who demonstrates the experience, ability and desire to offer a cost effective, quality service.

RFP Reference Number: **Casino shop/outlet general offering RFP**

RFP Name: Casino shop/outlet general offering

Issue Date: 13/05/2025

Closing Date: 26/05/2025

Closing Time: 17:00

**Please sign and return this cover page including all Stage 1 related sections as acceptance of this RFP's terms and conditions, and as confirmation of your intention to Bid.**

**Bidder Organisation:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Bidder Representative:** \_\_\_\_\_

**Signature:** \_\_\_\_\_ **Capacity:** \_\_\_\_\_

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## Section 1 – GENERAL INFORMATION

### 1.1 Definitions

The following definitions have been used in this RFP -

<b>B-BBEE</b>	Broad-Based Black Economic Empowerment, as contemplated in the B-BBEE Act No. 53 of 2003 (as amended)
<b>B-BBEE Codes</b>	The Codes of Good Practice issued pursuant to section 9 of the B-BBEE Act (as amended)
<b>Bid</b>	Any and all parts of the Bidders document submitted in response to this Process
<b>Bidder</b>	The organization invited to participate in this RFP/RFQ process, including its appointed representative
<b>DTI</b>	The Department of Trade and Industry
<b>EME</b>	Exempt Micro Enterprise as defined by the DTI
<b>Generic</b>	Large Enterprise as defined by the DTI
<b>IRBA</b>	Independent Regulatory Board for Auditors
<b>Operation</b>	Refers to the SIML property/s and functional areas included in the scope of the RFP/RFQ
<b>Process</b>	Any part of this RFP/RFQ process
<b>Proposal</b>	Any portion of the Bidder's submission document
<b>QSE</b>	Qualifying Small Enterprise as defined by the DTI
<b>RFP / RFQ</b>	Request for Proposal (formal tender) / Request for Quote
<b>SANAS</b>	The South African National Accreditation System
<b>Service</b>	The specific service/s for which this RFP/RFQ is released
<b>Service Provider</b>	The successful Bidder awarded the tender

### 1.2 General Terms & Conditions

- 1.2.1 Please review the following RFP and indicate your intention to submit a Proposal by signing and returning the cover page of this RFP (Page 1) directly to the SIML contact specified Section 1.6 below. This confirmation should be submitted no later than 26/05/2025.
- 1.2.2 The awarded contract for this Service will be for a duration of 3 years.
- 1.2.3 The Bidder's representative hereby confirms that he/she is duly authorised by his/her organisation to submit information on behalf of the Bidder. Completion and submission of this Process confirms that the Bidder and its representative has read, understood, and accepted the terms and conditions as stipulated in the RFP.
- 1.2.4 Shortlisted Bidders may be required to present their Proposal to the Mangaung Sun Adjudication Panel at a time to be advised.
- 1.2.5 Extensions to the indicated dates will be considered at Mangaung Sun's sole discretion and will be fairly extended to all Bidders.

- 1.2.6 To ensure a smooth and efficient Process, Mangaung Sun will follow the time frame as set out below.
- 1.2.7 Bidders are required to initial the bottom right-hand corner of each page of this RFP and submit the full document as part of their Bid Submission.
- 1.2.8 All information in section 3 should be typed directly into the table provided, each page printed and initialed and submitted as part of the Bid Submission.
- 1.2.9 All information submitted will be deemed to be valid, true and accurate for the duration of this Process.
- 1.2.10 The Bidder warrants that the submitting company complies with all regulatory requirements for their applicable sector and in relation to this Bid submission.
- 1.2.11 Pricing submitted must be valid for a period of 12 months.

### **1.3 About the tender:**

- 1.3.1 As a leader within the gaming and hospitality industry in the Free State, Mangaung Sun t/a Windmill casino is investigating the provision of Casino public area shop/outlet and are accordingly looking to partner with an operator who shares the same passion and drive in delivering an exceptional service standard to its guests, whilst keeping abreast of industry and market trends and best practice.
- 1.3.2 Our objective is to source and secure a service level agreement with a locally based operator, who is fully compliant, to provide quality shop or outlet general offering services and a fully equipped personnel thereof on a consistent basis in line with the monthly Key Performance Indicator's. The overall requirement is that the services shall at all times be provided to the highest standard and quality and in accordance with all relevant South African legislation, industry standards and guidelines and best practices including international best practices, and policies and procedures of the Company.
- 1.3.3 Sun international ("the Group") remains committed to supporting transformation of South Africa's economy through the adoption of the principles of the Broad-Based Black Economic Empowerment ("B-BBEE") Act 53 ("the Act").
- 1.3.4 To this end, the Group expects its South African suppliers, who equally subscribe to the principles of the Act, to operate in accordance with the spirit of the Codes of Good Practice ("CoGP"), in particular relating to the development of small qualifying business (the "Beneficiaries") within the communities in which the Group operates.
- 1.3.5 Mangaung Sun seeks to engage with Service Providers who will compliment and support the company's vision and values.

1.3.6 The purpose of the attached document is to convey the requirements for Mangaung Sun for said services. The draft agreement attached includes the standard contractual terms for such services and the scope of work document attached includes a description of the Services to be provided, the selection criteria, as well as other requirements for the Proposal to be eligible for consideration.

#### **1.4 About the Mangaung Sun t/a Windmill Casino**

1.4.1 Sun Mangaung Sun t/a Windmill Casino is located in Bloemfontein, just off the N1 highway. The casino offers great entertainment in the form of a variety of slots machines, tables games, Prive for the exclusive gaming experience. Our hospitality aspects include Restaurant, Diamond Lil's Action Bar and various conferencing facilities.

#### **1.5 Contact Person**

All queries and comments should be addressed in writing to:

<b>SIML Contact Person</b>	Boitumelo Moholo
<b>Designation</b>	Financial Operations Manager
<b>Physical Address</b>	Cnr N1 & Jan Pierewiet Pellissier Blomfontein
<b>Telephone Number:</b>	051 410 2140
<b>Email Address:</b>	Boitumelo.moholo@suninternational.com

#### **1.6 Tender Time Frame** (subject to change at Mangaung Sun's sole discretion)

If the Bidder is not contacted within these time frames, the Bidder will be notified of the status of its submission upon conclusion of the Process.

<b>Activity</b>	<b>Date</b>
Release of RFP to Bidders	13/05/2025
Submission of proposals	26/05/2025
Site visit	28/05/2025
Presentation of proposals	02/06/2025
Intended commencement date	15/06/2025

## DISCLAIMERS and DECLARATIONS

### 2.1 Bidder Instruction:

Bidders are required to sign this Section as an acknowledgment and acceptance of the following Disclaimers, Declarations, and submit as part of its Bid submission.

<b>Bidder Organisation:</b> _____	<b>Date:</b> _____
<b>Bidder Representative:</b> _____	
<b>Signature:</b> _____	<b>Capacity:</b> _____

### 2.2 Confidentiality

2.2.1 The Bidder acknowledges that during the Process it may gain access to information relating to Mangaung Sun's business and its customers, or technical information, product development and marketing data. The Bidder must treat the contents and information associated with this RFP as strictly confidential and must not disclose it to any third party, except where:

2.2.1.1 the information exists in the public domain;

2.2.1.2 as required by law;

2.2.1.3 for the purpose of investigations by other government authorities having relevant jurisdiction;

2.2.1.4 to external consultants and advisors engaged to assist with the Process on a need-to-know basis; or

2.2.1.5 for the general information of Bidders required to be disclosed as per National Treasury Regulations, Guidelines, Instruction Notes or Practice Notes.

2.2.2 All information provided to your company during the Process, in any form, shall be returned and/or destroyed

### 2.3 Disclaimer

2.3.1 The Bidder shall only be entitled to participate in the Process with strict compliance with the rules.

2.3.2 This RFP must not be construed, interpreted, or relied upon, whether expressly or implied, as an offer capable of acceptance by any person(s), or as creating any form of contractual, promissory or other rights.

2.3.3 No binding contract or other understanding for the supply of the Services will exist between Mangaung Sun and any Bidder unless and until Mangaung Sun has executed a formal written contract with the successful Bidder.

- 2.3.4 Whilst all due care has been taken in connection with the preparation of this RFP, Mangaung Sun makes no representations or warranties that the content in this RFP or any information communicated to or provided to Bidders during the Process is, or will be, accurate, current or complete. Mangaung Sun, and its officers, employees and advisors will not be liable with respect to any information communicated which is not accurate, current or complete.
- 2.3.5 Mangaung Sun reserves the right to change any information in, or to issue any addendum to this RFP before the Closing Time. Mangaung Sun and its officers, employees and advisors will not be liable in connection with either the exercise of, or failure to exercise this right.
- 2.3.6 Late bids will not be accepted or considered.
- 2.3.7 Mangaung Sun is under no obligation to appoint a successful Bidder or Bidders (as the case may be), or to enter into a contract with a successful Bidder or any other person, if it is unable to identify a Bid that complies in all relevant respects with the requirements of Mangaung Sun, or if due to changed circumstances, there is no longer a need for the Services requested, or if funds are no longer available to cover the total envisaged expenditure. For the avoidance of any doubt, in these circumstances Mangaung Sun will be free to proceed via any alternative process.
- 2.3.8 No representations made by or on behalf of Mangaung Sun in relation to this RFP will be binding on Mangaung Sun unless that representation is expressly incorporated into the contract ultimately entered between Mangaung Sun and the successful Bidder. This document and Mangaung Sun's subsequent acceptance of the submission by the respective Bidder's does not commit Mangaung Sun or its Operation/s in any manner whatsoever to any specific course of action or guarantee of business.
- 2.3.9 The award of the tender to the Supplier (successful Bidder) shall be subject to the Supplier and Mangaung Sun entering not a standard written agreement in respect of the Services within 60 days of the award of the tender to the Supplier, failing which the award of the tender shall be automatically deemed to have lapsed without further notification.
- 2.3.10 The evaluation and appointment process shall be performed at Mangaung Sun's sole discretion.
- 2.3.11 All costs associated with the preparation and submission of the Bidders response to this Process shall be borne solely by the Bidder. Mangaung Sun reserves the right to reject any and all Proposals in part or in full at its sole and absolute discretion and further waive any and all mandatory requirements at its sole discretion.
- 2.3.12 Mangaung Sun furthermore reserves the right to appoint, reject or re-issue this RFP or change its business requirements at any point and at its sole discretion.
- 2.3.13 Mangaung Sun reserves the right to confirm information submitted by the Bidder in response to this Process with relevant third-party organizations, including

credit and criminal checks on relevant entities, and the Bidder consents thereto.

2.3.14 The Bidder acknowledges and agrees that its Submission must not be conditional on:

2.3.15 The Bidder conducting due diligence or any other form of enquiry or investigation;

2.3.16 the Bidder obtaining the consent or approval of any third party; or

2.3.17 the Bidder stating that it wishes to discuss or negotiate any commercial terms of the contract.

2.3.18 Mangaung Sun may, in its sole discretion, disregard any Submission that is, or is stated to be, subject to any one or more of the conditions detailed above (or any other relevant conditions).

## **2.4 Conflict of Interest**

2.4.1 The Bidder hereby declares that no member of the Bidder organization directly involved in the Process has any interest in, or business relationship with Mangaung Sun, the Operation, or any of the members of the Mangaung Sun Adjudication Panel noted in this RFP document.

2.4.2 In the event of a Bidder having any interest or business with Mangaung Sun or any member of the Mangaung Sun Adjudication panel and/or the Operation, such interest should be disclosed below.

2.4.3 Mangaung Sun reserves the right, at its sole discretion, to retract the offer to participate in this Process based on the information provided below.

2.4.4 Failure to disclose such information will result in immediate disqualification of the Bidder in this Process.

## **2.5 Sub-Contracting**

2.4.5 Please advise if you will be sub-contracting any of the services you are tendering for, what portion and percentage of work you will be sub-contracting and to whom the services will be subcontracted to.

2.4.6 Please note that:

2.4.6.1 should a contract be awarded to a supplier, such supplier shall not be entitled to sub-contract any part of the services without first obtaining the prior written consent of Mangaung Sun.

2.4.6.2 each sub-contractor is required, at the minimum, to possess the same Empowerment Credentials as the Supplier.

2.4.6.3 Mangaung Sun may request that each Subcontractor invoices Mangaung Sun directly for the work they perform depending on the proportion outsourced; and



2.4.6.4 the Subcontractors may be required to improve its Empowerment Credentials (as a B-BBEE contributor as defined in the B-BBEE Act and the B-BBEE Codes) over the term of any agreement entered into between Mangaung Sun and the Supplier.

## **2.6 Anti-Bribery, Fraud and Corruption**

2.6.1 The Bidder hereby further acknowledges that the Bidder will conduct itself in accordance with best practice relating to ethical behavior throughout the Process, and acknowledges that failure to do so will result in immediate disqualification from the Process.

2.6.2 Bidders may not seek or obtain the assistance of employees, contractors or advisors of Mangaung Sun in the preparation of their submission. Mangaung Sun may in its absolute discretion, immediately disqualify a Bidder that it believes has sought or obtained such improper assistance.

## **2.7 Indemnity against claims arising out of the application of Sections 197 and 187 of the Labour Relations Act, 1995 ("the LRA")**

2.7.1 3.3.1 The Parties hereby record and agree that insofar as any individual, who performed activities related to and/or similar to the Services or any ancillary services immediately prior to the Effective Date (being the date of the commencement of the provision of the Services by the New Contractor) ("the **Individual**") has any legal entitlement on any basis whatsoever (including, but not limited to section 197 of the LRA) for her/his employment to transfer from Former Contractor (being the Contractor having provided the Services to Mangaung Sun prior to Sun International engaging with the New Contractor being the party submitting its response to Mangaung Sun's RFP) to a new employer:

2.7.1.1 the Contractor, and not Mangaung Sun shall for all intents and purposes be the new employer as contemplated by section 197 of the LRA; and

2.7.1.2 the Contractor shall, in respect of such Individuals, comply in all material respects with all its obligations as prescribed by any applicable Labour Legislation including, but not limited to, section 197 of the LRA.

2.7.2 Notwithstanding any other provision in this RFP, the Contractor hereby indemnifies and holds Mangaung Sun harmless against any loss, cost, expense or damage which Mangaung Sun may suffer as a result of any claim instituted against Mangaung Sun by or on behalf of any Individual, and/or any claim instituted against Mangaung Sun by or on behalf of any third party, including but not limited to the Former Contractor:

2.7.2.1 on the basis that such Individual ought to be employed by Mangaung Sun as a consequence of concluding an written agreement with Sun International; and/or

2.7.2.2 in respect of any alleged unfair dismissal, any alleged automatically unfair dismissal, any alleged unfair labour practice, any alleged breach of any

applicable Labour Legislation, or any adverse court order against Mangaung Sun pursuant to such legal proceedings; and/or

2.7.2.3 in respect of any retrenchment exercise applicable to any Individual/s.

2.7.3 The Contractor shall not have any claim against Mangaung Sun on the basis that any Individual/s ought to be employed by Mangaung Sun as a consequence of concluding an written agreement with Mangaung Sun.

2.7.4 The Contractor shall be solely liable for any costs and expenses in respect of the employment and/or termination of employment of any Individual and shall not, in any manner whatsoever, pass on such costs to Mangaung Sun and/or increase its fees in respect of the performance of the Services solely on the basis of assuming any liability in respect of the employment and/or termination of employment of any Individual.

## **2.8 Bidder Warranties**

By submitting a Bid, a Bidder warrants that:

2.8.1 in lodging its Submission, it did not rely on any express or implied statement, warranty or representation, whether oral, written, or otherwise made by or on behalf of Mangaung Sun, its officers, employees, or advisers other than any statement, warranty or representation expressly contained in the RFP;

2.8.2 it did not use the improper assistance of any Mangaung Sun employee or information unlawfully obtained from Mangaung Sun in compiling its Bid;

2.8.3 it is responsible for all costs and expenses related to the preparation and lodgement of its Bid, any subsequent negotiation, and any future process connected with or relating to the Process;

2.8.4 it otherwise accepts and will comply with the rules set out in this RFP;

## Section 3 – Bidder Submission

### 3.1 Bidder Instruction

- 3.1.1 Bidders are required to complete all sections of the document below.
- 3.1.2 Information should be written directly into the table, opposite the corresponding question.
- 3.1.3 All supporting documentation to be provided
- 3.1.4 Shortlisted bidders will be notified accordingly, and will be invited for presentations
- 3.1.5 Each page should be initialed prior to submission.
- 3.1.6 Bidder Organisation:

### 3.2 RFP Process

	BIDDER RESPONSE
1) Enterprise name, as stated on your certificate of registration, that Mangaung Sun will contract with	
2) Enterprise shortened name	
3) Contact person for this RFP	
4) Contact person email address	
5) Contact person cell number	
6) Company registration number	
7) Type of company (close corporation/private company / public company/joint venture, etc.)	

8) Does your entity have a holding company	
9) If Yes to Question 10 above – Please provide the holding company’s registered name and registration number	
10) Company VAT Number	
11) Tax Clearance certificate number	
12) Number of employees in your organization	
13) Bidder held a contract of a similar nature within the past 2 years?	
14) Indicate the industry or market segment which constitutes the largest portion of your organization’s income	
15) The bidder has an existing operation within the Free State (Provide a physical address for a site visit	
16) Footprint	
1) Eastern Cape	
2) Free State	
3) Gauteng	
4) KwaZulu-Natal	
5) Limpopo	
6) Northern Cape	
7) North West Province	
8) Western Cape	
9) Mpumalanga	
17) SANAS approved BBBEE certificate or approved Affidavit.	
<b>Reference 1</b>	
Name of reference organization	
Contact person	
Telephone number	
Email address	

Duration of relationship (years)	
Annual Value of Contractual Work	
<b>Reference 2</b>	
Name of reference organization	
Contact person	
Telephone number	
Email address	
Duration of relationship (years)	
Annual Value of Contractual Work	
<b>Reference 3</b>	
Name of reference organization	
Contact person	
Telephone number	
Email address	
Duration of relationship (years)	
Annual Value of Contractual Work	

### 3.3 RFP Shortlisted Bidders

**Bidder instruction:**

- Bidders required to submit supporting documentation as indicated below.
- Documents to be provided individually

	Bidder Confirms Document Submitted
<b>1. COMPANY PROFILE</b>	
1) Submit a full company profile document, including, but not limited to the following document:	
2) Company registration certificate of legal entity with which	

MANGAUNG SUN will contract.	
3) VAT Certificate	
4) Tax Clearance certificate	
5) Holding Company registration certificate – if relevant	
6) A Credit Profile report, no older than 30 days, from a registered South African credit bureau.	
<b>2. CORPORATE EXPERIENCE</b>	
1) Written confirmation or recommendations from existing service, or evidence of previous similar contract within past 2 years.	
<b>3. COMPANY FOOTPRINT</b>	
1) Provide a detailed list of all corporate offices	
<b>4. BROAD-BASED BLACK ECONOMIC EMPOWERMENT (B-BBEE)</b>	
1) SANAS approved BBBEE certificate or approved Affidavit.	
<b>5. FINANCIAL</b>	
1) Please submit a Bank Code certificate no older than 30 days	
2) Please submit the latest two (2) worth years financial statement, ensuring a comparison to the previous audited year is recorded. If applicable.	
3) A thirty-six (36) month cash flow projection.	
<b>6. REGULATORY &amp; INDUSTRY</b>	
1) Submit evidence of compliance to Sectoral Determinations for the relevant sector.	
2) Submit a Department of Labour Letter of Good Standing	
3) Submit copies of all relevant municipal licenses and permits to trade.	
4) Confirm that Bidder accepts Mangaung standard supply agreement available under supporting documents.	

