

Request for Proposals
For implementing a
Digital Communication Network in Mauritius
#2011 – 001

From Lottotech Ltd, Mauritius



22 August 2011

KEY INFORMATION SUMMARY SHEET

Title of RFP: Digital Communication Network in Mauritius

RFP Number: 2011-001

RFP Issue Date: 22 August 2011

Lottotech Ltd (The Lottery) is soliciting Proposals from qualified Applicants seeking to be awarded a contract for implementing a digital communication network in Mauritius as described more fully in this RFP.

Proposals to be Submitted to: Lottotech Ltd
c/o Director of Marketing
HSBC Centre
18, Cybercity
Ebene

Deadline for Receipt of Proposals: 28 October 2011 by 5:00 p.m. (Local Time)

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1 General Information Regarding the RFP and Proposal Submission

1.1 Introduction

Lottotech of Mauritius (hereinafter referred to as the “Lottery”), is issuing this Request For Proposal (RFP) to invite interested Bidders to submit Proposals for the delivery and/or implementation of a content and technology solution that enables it to manage, distribute and display multimedia content (e.g. jackpot alerts, lottery advertising, promotions, winners awareness or other general information) to players and non-players at the retailers locations

The technical requirements of this RFP are set out in Appendix A. The technical requirements must be delivered and/or implemented no later than 31 December 2012.

An electronic copy of the text of this RFP is provided by the Lottery at the URL referenced in Section 1.7 (Official Lottery Website) in the following read-only format: PDF

The Lottery is not required to award the contract and reserves the right to cancel this RFP and/or reject all Proposals when such action is determined to be in the best interest of the company.

1.2 Lottery and RFP Objectives

Lottotech is seeking an experienced digital communication provider to help develop strategic solutions to improve the customer experience and communication of its’ current and future gaming products in the various retail point of sales. The selected supplier is expected to design, furnish and configure the system and then train Lottotech personnel on its operation and maintenance. Ideally, the solution should be provided using the existing communication network. However, should a different communication protocole be necessary, please provide rationale.

The objectives of this RFP are to source a supplier that can provide the following:

- Proven experience in planning, implementing, supporting and managing a successful large scale turnkey communication solution in the Lottery market.

- Proven experience in installing and supporting a network with quick response capabilities, limited disruptions to retail partners, and detailed network monitoring.
- Proven experience in creating, scheduling and managing the content development process strategically.
- Possesses a viable vision of where this technology can be creatively leveraged now and in the future to best meet Lottotech’s business objectives.
- Ability to provide a cost effective solution while ensuring durability, scalability, business intelligence, and a clear migration path for the future.

1.3 Glossary of Terms

TERM	DEFINITION
Back-office System	Data processing systems used to support the central business operation of the Lottery, as distinct from gaming systems or systems employed by the retailer at the point-of-sale.
Bidder	Any entity that has expressed interest in the RFP and may wish to respond or has responded to the RFP, up to the point in time when the Lottery announces the contract award. The entity can be a Consortium, a Joint Venture, an individual company, or any other form of single- or multi-member organization.
Bid Bond	Guarantee of the availability of the products and/or services offered by the Bidder for a certain period of time following Proposal Submission.
Consortium	An association or a combination of businesses, financial institutions, or investors, for the purpose of engaging in common project(s).
Consumables	Play slips, ticket stock, printer paper, printer ribbons, ink supply, toner, and any other operational supplies required by retailers to operate their terminals. The term “Consumables” does not include point-of-sale promotional items or instant tickets.
Contract	The written agreement resulting from the successful Proposal and subsequent negotiations, which incorporates, among other things, this RFP and the Bidder’s Proposal, and all modifications hereto and thereto.
Contract Manager	The manager of a party responsible for the Contract on behalf of the respective organization.
Contractor	The Bidder with whom the Lottery executes a Contract pursuant to this RFP. Once the Lottery and the Successful Bidder sign the Contract, the latter becomes the Contractor.
Customer Site	Site used by or belonging to a customer of the Bidder.

TERM	DEFINITION
Evaluation Committee	A committee established by the Lottery to oversee the activities of the Proposal Evaluation process. The Evaluation Committee manages and is responsible for determining the Proposals that best meet the combined criteria of the RFP (e.g., the Lowest and Best Proposals) and making a contract award recommendation to the Lottery Executive and/or Lottery Oversight Organization.
Gaming System	The set of software and hardware components required in order to deploy a particular game or set of games. Such components include game terminals, communications channels, and game host computers at the Lottery Central Office.
Intellectual Property Rights	Any rights with respect to inventions, discoveries, or improvements, including patents, patent applications and certificates of invention; trade secrets, know-how, or similar rights; the protection of works of authorship or expression, including copyrights and future copyrights; and trademarks, service marks, logos, and trade dress; and similar rights under any laws or international conventions throughout the world, including the right to apply for registrations, certificates, or renewals with respect thereto, and the rights to prosecute, enforce, and obtain damages.
Internal Control System (ICS)	The audit system and its associated processes that performs auditing of the gaming system component to ensure the integrity, security, and accuracy of gaming transactions.
Joint Venture	A partnership or conglomerate; see Consortium.
Letter of Transmittal	A written notification from a Bidder to a Lottery that accompanies each Proposal volume in response to an RFP published by the Lottery.
Litigation Bond	Statement to discourage frivolous legal actions by permitting the Lottery to recover damages resulting from a Bidder initiating a frivolous lawsuit.
Lottery Central Office	The main physical location that houses the Lottery's central computer systems to (and from) which all lottery transactions flow and are recorded in a secure manner. Typically, all administrative and data processing staff are located here to monitor and maintain the computer systems to ensure continuous lottery operation.
Lottery Executive	The person(s) in charge of running the Lottery and making executive decisions on a day-to-day basis. Reports to the Lottery Oversight Organization.
Lottery Organization (Lottery)	All those responsible for the overall operation of the Lottery, which includes the director and other management personnel, and operational and technical personnel including the lottery development office. Together, they are responsible for overseeing lottery integrity, optimizing profitability from games (current and future), system procurement, managing retailers and vendors, and for marketing and payouts.
Lottery Oversight Organization	Oversees the Lottery Organization and their policies and procedures, hires Lottery Executive, and approves major lottery contracts. (For example, Board of Directors.)

TERM	DEFINITION
Major Part	A product, system, or service provided, which is important for an implementation and/or operation of the Lottery.
Material Change	Any event which, following Generally Accepted Accounting Principles (GAAP) or International Accounting Standards (IAS), would require a disclosure in the annual report of a publicly traded corporation.
Party, Parties	The Lottery and the Bidder or Contractor, each being a Party, jointly referred to as Parties.
Person	An individual, a partnership, a Joint Venture, a registered limited liability partnership, an association, a corporation, a limited liability company, a trust, an unincorporated organization or any other entity, business or enterprise, authorized to do business in the Lottery's jurisdiction.
Proposal	All materials submitted by a Bidder in response to the RFP.
Proposal Clarification	To resolve ambiguities and improve the understanding of the Proposal Evaluation Committee regarding an individual Bidder's Proposal. The responses of individual Bidders to Lottery requests for clarification are considered part of the deliberative process of clarifying the offerings in a Proposal.
RFP	References this "Request For Proposal" document including all appendices and subsequent amendments.
Statement of Non-Collusion	Certification that the Bidder has neither directly nor indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the Proposal.
Subcontractor	Person(s) to whom the Bidder entrusts a portion of the execution of the Contract.
Successful Bidder	The Bidder to whom the Lottery awards a Contract pursuant to this RFP, subject to any further negotiation and Contract signing. (Non-winning Bidders may be termed "Unsuccessful Bidders").
System	A collection of hardware, software, facilities, and procedural elements which provides useful services and which produces useful outputs. In this RFP there are numerous references to systems, inclusive of references to systems that are subsystems of other referenced systems. The immediate context and adjectives or labels define which systems are being discussed. When used without other qualification, "System" refers to the comprehensive gaming system as per the objective of this RFP proposed by the Bidder.
Terminal	Machine designated to facilitate mainly Lottery product sales or validations at a point-of-sale.

1.4 Schedule

The milestones and significant dates for the RFP, Proposal Submission, and contract award include, but are not limited to, the following:

Event	Date
RFP Publication	22 August 2011
Bidder Expression of Interest	5 September 2011
Bidder's Written Questions (First Round)	19 September 2011
Lottery Written Responses (First Round)	26 September 2011
Deadline for Proposal Submission	28 October 2011
Proposal Opening	11 November 2011
Announcement of Proposal Received	18 November 2011
Evaluation Period	21 Nov – 15 December 2011
Evaluation Committee Recommendation	20 December 2011
Notification of Successful Bidder	13 January 2012

Specified dates that have a time associated with them are close of business (17h00) Mauritian time. The Lottery reserves the right to change any of these dates.

1.5 Issuing Office

The RFP is issued by Lottotech Ltd.

The Lottery is the single Issuing Office with regard to all procurement and contractual matters relating to the products and/or services described in this RFP.

The Issuing Office is the only office authorized to clarify, modify, amend, alter, or withdraw specifications, requirements, terms, and conditions of the RFP, and any Contract entered into as a result of the RFP.

The location of the Issuing Office is Ground Floor, HSBC Centre, 18 Cybercity, Ebène Mauritius.

1.6 Point of Contact

The Director of Marketing, acting on the Lottery's behalf, is the sole point of contact with respect to all contractual matters relating to the procurement of the products and/or services described in this RFP.

All communications concerning this RFP, including but not limited to submission of questions, requesting copies of amendments or answers, and submission of Proposals, must be addressed to the Director of Marketing at the address identified in Section 1.5 (Issuing Office):

Name : Dimple Seechurn (Mrs)
Title : Director of Marketing
Telephone : + 230 403 7103
Fax : +230 403 7172
Email : dimple.seechurn@lottotech.mu

In case the Director of Marketing cannot be reached and urgent contact needs to be made with the Lottery, the following secondary Point of Contact may be used:

Name : Harikrishna Ramsamy
Title : Director of Technology
Telephone : + 230 403 7104
Fax : +230 403 7171
Email : hariskrishna.ramsamy@lottotech.mu

1.7 Official RFP Website

The Lottery's official website with respect to this RFP is www.loterienationale.mu.

This website is the only valid source of information concerning this procurement process. It is the responsibility of the Bidders to ensure that they have received and taken into consideration all information provided on this website.

1.8 Bidder Contact with the Lottery

Upon RFP Publication, the restrictions on Bidder communications described in this section are instituted to protect the integrity of the procurement process.

Other than the Director of Marketing, as specified in Section 1.6 (Director of Marketing and Point of Contact), Bidders and their agents must not make unsolicited contact with any Lottery personnel or Proposal Evaluation Committee member, to the Lottery or public official of the jurisdiction regarding the RFP or the Proposals.

Bidders should not represent themselves to Lottery staff or Lottery retailers as having the endorsement of the Lottery, nor as the Lottery's next supplier of gaming system products and/or related services.

Bidders who are currently doing business with the Lottery may continue to do so; however, any communication regarding the RFP, not otherwise permitted in the RFP, is prohibited.

The Lottery will disqualify Bidders for intentionally causing a material violation or circumvention of the requirements of this section.

1.9 Bidder Expression of Interest

The Lottery requires each interested Bidder to notify the Lottery about their interest in this RFP.

Each interested Bidder should notify the Lottery about their interest in this RFP and the related procurement process in order to automatically receive notice about information, updates, and addenda released by the Lottery with respect to this RFP.

The Bidder should notify the Issuing Office at the location given in Section 1.5 (Issuing Office), by the date stated in Section 1.4 (Schedule), stating the Bidder's interest in this RFP and providing the following information:

- Name of prospective Bidder company
- A contact person for all matters relating to the RFP or Proposal including name, title, address, telephone, fax, and email

While the Lottery will undertake to promptly and diligently notify all registered potential Bidders about new information related to this RFP, it is the Bidder's responsibility to verify that they have received all applicable information in accordance with Section 1.7 (Official RFP Website).

1.10 RFP Clarification Questions

It is the responsibility of each Bidder to examine the entire RFP and seek clarification in writing per Section 1.10.1.

This RFP clarification procedure provides the only means by which a Bidder may request clarification of the RFP or additional information on the business, contractual, procedural, and technical requirements of the procurement.

The Lottery will conduct 1 round of clarification questions to allow Bidders to be clear on the RFP terms, conditions, and requirements, and the associated Proposal Submission and Proposal Evaluation processes. The Bidder should consult Section 1.44 (Schedule) to determine the milestones and dates for submitting written questions.

1.10.1 Submission of RFP Clarification Questions

Bidders may submit written questions regarding the RFP to the Issuing Office according to the schedule specified in Section 1.4 (Schedule).

Bidders must submit written questions relevant to the RFP to the Issuing Office via email in PDF and Microsoft Word formats. In case of discrepancy, the Lottery will recognize only the email version.

An RFP inquiry from a Bidder:

- Must be written in generic (i.e., non-proprietary) terms in as much as all responses to inquiries will be available to Bidders
- Must not contain price data
- Must cite a specific RFP section number and title (if any)

The Lottery will reject a Bidder's Proposal if the inclusion of pricing information has any adverse effect on competition or otherwise prejudices the procurement process.

1.10.2 Response to RFP Clarification Questions

The Lottery will respond to written questions by the dates specified in Section 1.4 (Schedule). An electronic copy of all written questions, together with the Lottery's written responses, will be provided to all Bidders that have expressed an interest in the RFP as per Section 1.9 (Bidder Expression of Interest). Specific Bidders will not be identified in the Lottery's written responses.

The Lottery may combine questions that are duplicative into one comprehensive question and provide a written response to that combined question.

The Lottery will:

- Provide all of the questions and responses electronically in the following read-only format: PDF
- Post the questions and responses to the Lottery's website as referenced in Section 1.7 (Official RFP Website)

All questions and answers will be formalized as amendments to the RFP; see Section 1.12 (Amendments to the RFP). Any other modification of the requirements of the RFP, except by the issuance of amendments, will not be recognized.

1.11 Pre-Proposal Conference

The Lottery will not hold a Pre-Proposal Conference in association with this RFP.

1.12 Amendments to the RFP

An amendment to the RFP will be issued, for example, in order to:

- Make changes to the requirements of the RFP
- Correct defects or ambiguities in the RFP
- Change the date, place, or time of critical milestones published in the RFP

Amendments to the RFP will be clearly identified as such. Only modifications made as written and posted amendments to the RFP by the Issuing Office and/or in accordance with Section 1.10 (RFP Clarification Questions) are considered valid and applicable amendments of this RFP.

All amendments to this RFP will be uniquely identified and posted to the website specified in Section 1.7 (Official RFP Website), which is the sole official source of all amendments to this RFP.

The Lottery or its designated tendering system will notify all Bidders that have expressed an interest in the RFP as per Section 1.9 (Bidder Expression of Interest) when amendments to the RFP have been posted to the website.

A complete list of all amendments applicable to this RFP as well as the amendments themselves will be provided by the Lottery upon request prior to the deadline for Proposal Submission specified in Section 1.4 (Schedule).

The Bidder is solely responsible for obtaining all relevant information posted on the website and, by responding to this RFP, will be considered to have obtained all such posted amendments.

1.13 Responsive Proposal Submission Criteria

This section of the RFP contains the instructions for responding to the RFP and the requirements for information that must be included in the Bidder's Proposal. A Proposal submitted in response to this RFP is expected to provide the Lottery with the necessary information and evidence that will make it possible for the Bidder's Proposal to be recommended by the Evaluation Committee. A Proposal must be fully responsive to the requirements stated in the RFP.

Bidders must submit their Proposal as two (2) volumes in separate packages. The two (2) volumes must be identified as follows:

1. The Technical Proposal volume, which must include:
 - Letter of Transmittal – see Section 1.14 (Letters of Transmittal)
 - The Technical Proposal (the entire response except pricing information)
2. The Price Proposal volume, which must include:
 - Letter of Transmittal – see Section 1.14 (Letters of Transmittal)
 - The Price Proposal

Each of the separate volumes listed above must:

- Be submitted in ring binders
- Be submitted on standard size A4 white paper
- Allow a minimum of 20mm ($\frac{3}{4}$ ") margins on all sides

- Use a font type no smaller than 12 point

Each volume – that is, either the Technical Proposal or Price Proposal, either of which may consist of more than one physical package if necessary – must be submitted separately sealed and clearly marked with:

- The Bidder's name and address
- The reference number #2011 - 001 of this RFP
- The contents of the package (e.g., "Technical Proposal: 2 Binders, 1 CD-ROM")
- The sequence number of the package; i.e., "pack X of Y" where Y signifies the total number of packages in the Bidder's Proposal

Both packages must be specifically addressed to the Issuing Office at the location provided in Section 1.5 (Issuing Office).

Both packages must be sent to and received by the Issuing Office by the time and date specified in Section 1.4 (Schedule).

Bidders must submit one (1) original of each document.

The original of each document must be signed in ink by an officer or agent of the Bidder with authority to contractually bind the Bidder.

Bidders must submit five (5) hard copies of each document.

Bidders must submit five (5) electronic copies of their Technical Proposal on CD-ROM/DVD in the PDF format.

A checklist is provided to assist Bidders in preparing their Proposals in accordance with the Proposal Submission criteria; see Appendix **Error! Reference source not found..**

1.13.1 Proposal Delivery Location and Process

The Proposals must be delivered to the Point of Contact at the address indicated in Section 1.6 (Point of Contact) no later than the date and time specified in Section 1.4 (Schedule). The Procurement Officer will issue a receipt for each Proposal received before the deadline for Proposal Submission specified in Section 1.4 (Schedule). The receipt will indicate the date and time of the receipt of the Proposal.

Only a receipt issued by the Issuing Office will be accepted as proof of the date and time of filing of the Proposal. A courier receipt signed by the Procurement Officer will constitute a valid receipt. No other receipt or other evidence will be accepted. For personally delivered Proposals, the person delivering the Proposal will be given the receipt.

1.13.2 Late Proposals

Proposals pursuant to this RFP must be submitted and received by the Procurement Officer as of the published date and time specified in Section 1.4 (Schedule). The Lottery will note the official date and time of receipt of all Proposals. The Lottery will reject Proposals that are not submitted by the specified date and time, and no receipt shall be issued for any such Proposals. The Lottery will return late Proposals that have been rejected to the Bidder unopened.

1.13.3 Proposal Language

Bidders must submit their Proposals in English. The Contract will be written in English. In case of conflicting text between different language versions of any document, the English version shall prevail.

1.13.4 Pricing Information

The Bidder must only include pricing information in the Price Proposal. The Bidder must not include pricing information in any portion of the Technical Proposal, including responses to clarification questions. The Lottery will reject the Bidder's Proposal for inclusion of pricing information anywhere other than in the Price Proposal.

The Bidder should avoid including No Charge (N/C) or statements to the same effect anywhere other than in the Price Proposal. The Lottery will reject the Bidder's Proposal for inclusion of such statements.

1.14 Letters of Transmittal

A Bidder submitting a Proposal in response to the RFP must submit a Letter of Transmittal as required in Section 1.13 (Responsive Proposal Submission Criteria). Each separate Letter of Transmittal must be signed by an officer or agent of the Bidder with authority to contractually bind the Bidder to the terms and offerings in the Proposal. Pricing information must not appear in any portion of any Letter of Transmittal. Each Letter of Transmittal must include a clear Bidder's statement of compliance with the requirements of the RFP for the duration of the Acceptance Period, identified in Section 1.25 (Acceptance Period).

1.15 Public Records and Request for Confidentiality

If a Proposal includes any information that constitutes a trade secret of the Bidder, or that constitutes security-related information that cannot be disclosed without compromising the security interests of the Bidder (or of the Lottery if the Bidder receives the contract award), such information must be clearly marked as "CONFIDENTIAL".

An entire page or paragraph in which such information appears should not be marked "CONFIDENTIAL" unless the entire page or paragraph consists of such confidential information. Only the confidential portion(s) should be so identified and marked.

The Bidder must defend the confidentiality of its trade secrets through the judicial process.

The Lottery will hold in confidence all material contained in sections that are marked "CONFIDENTIAL" in accordance with jurisdictional law.

All disclosure is determined by jurisdictional law.

1.16 Property of the Lottery

All matters set forth in a Bidder's Proposal including, without limitation, technical and financial information, may be subject to disclosure after contract award. All submitted Proposals will become the property of the Lottery upon receipt and may be returned only at the option of the Lottery. The Lottery will strive to keep all Proposal information confidential in accordance with Section 1.17 (Public Records and Request for Confidentiality), unless compelled by jurisdictional law to release some or all information. The Lottery reserves the right to use any and all information contained in a Proposal to the extent permitted by jurisdictional law.

1.17 Incurred Costs Associated with the Proposal

Neither the Lottery nor the jurisdiction will be liable for any of the Bidder's costs associated with any activity related to this RFP, other than as may be explicitly set out in this RFP.

1.18 Proposal Content and Format

Bidders should provide the Lottery with information, evidence, and demonstrations in a manner that will enable the Lottery to award a Contract that best serves the stated interests of the Lottery and its jurisdiction.

Bidders should prepare their Proposals providing a straightforward and detailed description of their ability to satisfy the requirements of this RFP. Emphasis in each Proposal should be on completeness and clarity of content.

At a minimum, Proposals must be fully responsive to the requirements stated in this RFP.

Proposals must be submitted in the format described in Section 1.13 (Responsive Proposal Submission Criteria), Section 1.19 (Response to Technical and Non-Price Requirements), and Section 1.20 (Price Proposal).

All proposed hardware, software, and services must be included in the final delivered system unless otherwise specified (with the exception of options not selected by the Lottery).

The Lottery reserves the right to award a lower evaluation score or reject a Proposal for failure by a Bidder to provide the appropriate information or materials in response to each stated requirement or request for information.

1.19 Response to Technical and Non-Price Requirements

The Technical Proposal must contain and respond to all of the information required in Appendix A (Technical Specifications).

All pages of the Technical Proposal must be numbered.

The Technical Proposal must be complete. The Lottery will reject a Technical Proposal that does not provide all of the mandatory information requested.

The Technical Proposal should provide all of the information concerning the particular subject area that the Bidder believes would be helpful to the Lottery in determining its ability to meet the specifications or perform the requirements.

In the Bidder's description of its system or related services, the Bidder must state whether a Major Part will be provided by a subcontractor or consultant. If so, the Bidder must state the name of the subcontractor or consultant and state the function or service that will be performed by that subcontractor or consultant.

1.19.1 Technical Specifications

The Technical Specifications set forth in Appendix A (Technical Specifications) must be regarded by the Bidder as mandatory.

The Bidder may propose additional services, products, product components, or features not required in Appendix A (Technical Specifications); i.e., Offered Options.

1.20 Price Proposal

The Price Proposal must contain all of the information required in Chapter 5 (Pricing).

1.21 Multiple Proposals from a Single Bidder

Each Bidder must submit one (1) Proposal only. Within the single Proposal, the Bidder may identify Offered Options, including unsolicited products, services, features, or substitutions that the Bidder believes may be appealing and useful to the Lottery.

1.22 Proposal Opening

The Evaluation Committee will open the Technical Proposals at the head office of the Lottery, at HSBC Centre, 18, Cybercity, Ebene, Mauritius on the date set out in Section 1.4 (Schedule). The Proposal opening is not public.

Price Proposals will not be opened at this time; they will remain sealed until after the evaluation of the Technical Proposals.

1.23 Proposal Clarification Process

The Lottery may request clarification from Bidders for the purpose of resolving ambiguities or questioning information presented in the Proposals. The Lottery may request clarification on one or more statements made by a Bidder in its Proposal at any point during the Proposal Evaluation process.

When the Lottery requests clarification from a Bidder, the Issuing Office will prepare a written request, which will:

- Consist of a list of questions
- Be sent in writing via email to the contact person representing the Bidder
- Also be sent by fax, mail, overnight courier, or hand-delivered to the contact person representing the Bidder
- Include a deadline for the Bidder to submit a response
- Include appropriate references to the RFP or the Bidder's Proposal

The Bidder must send a response within the time indicated in the written request. If this proves to be unfeasible, the Lottery and the Bidder may agree a modification of the deadline.

The Bidder's response:

- Must address only the information requested
- Must be submitted to the Issuing Office in writing via email
- May also be submitted to the Issuing Office by fax, mail, overnight courier, or hand-delivered, as directed by the Lottery
- Must not include any pricing information, unless the request for clarification relates specifically to the Bidder's Price Proposal

The Bidder must keep confidential all information that is exchanged as part of the Proposal clarification process.

The Proposal clarification process does not permit withdrawal, revision, or additions to the technical elements of the Proposal after Proposal Submission, nor any change to the financial terms quoted; it should be understood that a Proposal clarification request is not a negotiation.

1.24 Modification/Withdrawal of a Proposal

The Bidder may modify or withdraw a Proposal by written notice received prior to the deadline for Proposal Submission specified in Section 1.4 (Schedule).

The Bidder may modify or withdraw a Proposal in person before 17h00 Mauritian Time on the date for Proposal Submission.

The Lottery will not consider verbal telephone requests to modify or withdraw a Proposal.

After the deadline for Proposal Submission, the Bidder must not modify a Proposal, except to the extent of a Bidder's response to a request for clarification pursuant to Section 1.23 (Proposal Clarification Process).

1.25 Acceptance Period

Proposals must remain valid until 29 February 2012. The Lottery will reject a Bidder's Proposal that is not valid for the duration of the Acceptance Period. Bidders will be strictly held to the terms in their Proposals. The contents of the RFP and the Proposal will become contractual obligations in the event of contract award. The Lottery will cancel a contract award for failure of the Successful Bidder to accept these obligations.

1.26 Disclosure Prohibition

Information provided in a Proposal must be held in confidence by the Bidder and not be revealed or discussed with parties other than the Bidder except as required by jurisdictional law. The Lottery will disqualify the Proposal if the disclosure has had a material impact on competition or otherwise prejudices the procurement process.

The Lottery will ensure that the Proposals remain confidential until the procurement process under this RFP is formally concluded by the Lottery.

1.27 Material/Non-Material Deviations

Each Bidder must submit a Proposal that meets all mandatory requirements of this RFP.

Material requirements of the RFP are those designated as MANDATORY in the box marked "Significance" of the RFP Standard Compliance Box. The Lottery will reject as non-responsive any Proposal that does not meet all material requirements of this RFP, that fails to provide all required information, documents, or materials, or that includes language that is conditional or contrary to terms, conditions, and requirements.

The Lottery reserves the sole right to determine whether a Proposal meets the material requirements of the RFP. Further, the Lottery reserves the right to waive mandatory requirements and inform all Bidders of such in writing, where it is deemed to be in the best interests of the Lottery.

The Lottery reserves the right to waive or permit cure of non-material deviations, both in the Proposal form and in the Proposal contents, if in the judgment of the Lottery the best interests of the jurisdiction will be served and such waiver or cure will not be prejudicial to competition. The Lottery's waiver or permitting cure of a non-material deviation will not excuse the proposing Bidder from full compliance with the Contract requirements if the proposing Bidder is awarded the Contract.

1.28 Disqualification for Business Incapability

The Bidder must have financial and business stability and the wherewithal to perform and support the Lottery.

If, at any time prior to the signing of a Contract, the Lottery reasonably determines that the Bidder does not possess adequate financial ability or requisite stability to carry out the obligations of the Contract, the Lottery reserves the right to disqualify that Bidder from further consideration.

If, at any time after Contract execution, the Lottery reasonably determines that the Successful Bidder does not possess adequate financial ability or business stability to continue to carry out the obligations of the Contract, the Lottery reserves the right to terminate the Contract.

1.29 Effect of a Proposal

A Proposal does not confer upon the Bidder any rights to the award of a Contract.

1.30 Rejection/Selection of Proposals

The acceptance of a Proposal will not diminish the Lottery's right to negotiate specific Contract terms, including price, with the apparent Successful Bidder.

Issuance of the RFP in no way constitutes a commitment by the Lottery to award any Contract.

The Lottery reserves the right to:

- Reject any or all Proposals or any portion of all Proposals received in response to the RFP if the Lottery determines that it is in the best interests of the Lottery to do so
- Reject any Proposal which is conditional or incomplete
- Continue the Proposal Evaluation process and select the Proposal which offers the best value to the Lottery, even if all Bidders fail to meet one or more of the mandatory requirements
- Advertise for new Proposals
- Arrange to receive or itself perform and obtain the products and/or services requested in the RFP
- Abandon the solicitation of such requested products and/or services
- Award in whole or in part a Contract deemed to be in the best interests of the Lottery

The Lottery will notify in writing those Bidders who submit a Proposal in response to the RFP, but who are not awarded the Contract (the Unsuccessful Bidders).

1.31 Independent Price Determination

By submission of a Proposal, the Bidder must certify – and in the case of a joint Proposal, each party thereto must certify as to its own organization – that in connection with the Proposal:

1. The prices in the Proposal have been arrived at independently, without consultation, communication, or contract for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor.
2. Unless otherwise required by jurisdictional law, prior to contract award the prices which have been quoted in the Proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder directly or indirectly to any other Bidder, any competitor, or to any person not representing the Bidder.
3. No attempt has been made or will be made by the Bidder to induce any other person or entity to submit or not submit a Proposal for the purpose of restricting competition.

The Lottery will disqualify the Proposal if failure to notify has had a material impact on competition or otherwise prejudices the procurement process.

1.32 Change of Ownership/Financial Condition

If the Bidder (including the parent or holding company of the Bidder) experiences a material change in its ownership or financial condition after its Proposal has been submitted and prior to the execution of the Contract with the Successful Bidder, the Bidder must notify the Issuing Office in writing at the time the change occurs or is identified.

The Lottery will disqualify the Proposal if the breach has had a material impact on competition or otherwise prejudices the procurement process.

1.33 News Releases and Advertising

News releases pertaining to this RFP or the services, study, data, or project to which it relates must not be made without prior written approval by the Lottery, and then only in accordance with explicit written instructions from the Lottery.

By submitting a Proposal, the Bidder agrees not to use the Lottery's name, logos, images, nor any data or information related to this procurement process, or the Contract resulting thereof, as a part of any press releases or commercial advertising without prior written approval by the Lottery. The results of the RFP process must not be released without prior approval of the Lottery, and then only to designated persons and/or media organizations. The Lottery will not unreasonably withhold approval for such releases.

1.34 Demonstrability of Proposed System

The Lottery requires that a system configuration of the type proposed by the Bidder (i.e., all equipment, software, and manufacturing capabilities) at a minimum be capable of being demonstrated by the Bidder upon request in order to indicate the Bidder's ability to meet the Lottery's requirements. While functions and features demonstrated or benchmarked at the request of the Evaluation Committee need not be identical to those of this RFP, common functionality and operations are expected.

A Bidder submitting a Proposal must be able to provide a site(s) to demonstrate its proposed system and its ability to meet the requirements of the RFP.

The Lottery reserves the right to reject a Bidder's Proposal for failure to propose demonstrable products.

If requested, Demonstrations may consist of any or all of the following:

- A simulation at Lottery headquarters or the Bidder's facilities
- The observation of operations at another lottery
- A presentation at some other appropriate venue

For such Demonstrations, the Lottery reserves the right to specify or limit the geographic locations of Bidder Demonstrations.

It is not required that every software and hardware item in the proposed configuration already be operational in some Lottery setting; however, the Lottery does not intend to acquire configuration items which are at the specifications or concept stage only. In this regard, the Lottery requires that a gaming system configuration of the type proposed must be capable of being demonstrated by the Bidder upon request. The Lottery will not accept discontinued, out-of-date, or unsupported products.

1.35 Hiring and Other Business Relationships with Lottery Staff

During the period from RFP Publication until contract award, and for a 12-month period following contract award, Bidders must not make any employment offer (officially or unofficially) or propose any business arrangement whatsoever to any employee of the Lottery. The Lottery will reject a Bidder's Proposal or terminate any subsequent Contract for making such an offer or proposition.

1.36 Debriefing

An Unsuccessful Bidder will be given the opportunity for a Debriefing with the Lottery. The Issuing Office will schedule any Debriefing after the Contract has been executed with the Successful Bidder.

The Debriefing may be held as a personal meeting or as a phone conference, according to the preference of the respective Unsuccessful Bidder. In the Debriefing, the Lottery will provide feedback relevant to the Bidder's own Proposal only, including, but not limited to:

- Results with respect to the evaluation criteria
- Positive/strong areas of the Proposal, in the Lottery's judgment
- Negative/weak areas of the Proposal, in the Lottery's judgment

The duration of the Debriefing will not exceed two (2) hours, unless the Lottery agrees otherwise.

2 Lottery Background

2.1 General Information

Lottotech is looking for a world-class digital signage solution that will help it expand its playerbase by which will ultimately contribute to raise its revenue.

2.1.1 Legal Status

Lottotech Ltd is a Private Company Limited incorporated under section 24 of the Companies Act 2001 of the Republic of Mauritius. The incorporate date was 8th April 2008 and its business registration number is C08079313.

2.2 Roles Pursuant to this RFP

2.2.1 Specifications

To ensure its objectives are met with regard to communicating to our consumers the Lottery would like to primarily operate with at least two different display monitor formats. However, there may be an exception based on unplanned issues arising for some situations where either a larger or smaller size unit is required.

2.2.2 Large Format Display

A flat panel display (approximately 32”) that would be placed either on the wall behind a mall kiosk or two back to back where applicable. These would be placed so they are visible to passing traffic within the location.

2.2.3 Small Format Display

A flat panel display (21”) that would be mounted very close to the point of purchase at eye level. They would be visible to consumers in line in either a mall kiosk or a traditional convenience store environment. These would traditionally be mounted to the counter on a pole type mount to facilitate height adjustment depending on counter height and have a slim design as not to be intrusive to the retailer.

The project will address all existing operating channels with an initial focus with the Lottery retailers that sell our traditional lottery products in the retail channel.

The estimated hardware requirements are as follow:

<i>21" Monitor Pole Mounted with Base</i>	<i>32" Monitor (Wall Mount or Suspended)</i>
500	100

2.3 Infrastructure, Installation, and support

The proposed solution which should be a fully integrated solution, must have the ability to display rich high definition animated graphics, high resolution video, and the ability to dynamically update information. The Lottery is also planning to use the system infrastructure for KENO results in selected locations in the future.

The Bidder must:

1. Specify the type of hardware devices and physical layout it recommend implementing for both the retail and Lottotech environment. This should include all displays, PC's or servers, mounting brackets, and all equipment necessary to provide the solution it is recommending. It should include in an appendix full specification sheets on all equipment. The physical characteristics of the monitors should be described in details. They should have sound capabilities and should be able to support special effects such as scrolling or flashing. They should be able to broadcast draw shows. The recommendation of the bidder as to whether the monitors should be LED or LCD should be clearly specified in the proposal. The Warranty on the hardware devices as well as spare parts requirements should be clearly mentioned in the proposal.
2. Provide a description of the recommended required software for its solution (Operating System, Drivers, Application Software, Content Creation, Content Management, Media Player, Database, Expected EOL Support etc). If options are presented, it should list the possible advantages and disadvantages of the proposed configurations. The required licenses and/or maintenance fees should be described.
3. Identify the required network infrastructure (shadow downloading, multi-casting or directed transmission) needed to support the solution it is recommending for the Lottotech retail communication network. This should include any and all network equipment devices, bandwidth and line type requirements.
4. Describe how its solution monitors and reports the status of the network. It should describe how the solution handles failures on the network. Does it cache updates, use hard drive or flash memory? What information is displayed on the screens when a failure occurs (black screen, error messages, etc.)? It should provide all functional capabilities on the solution relative to this requirement and the recovery process after local power failures. What's the redundancy and fault tolerance in the event of a network outage (offline to maintain operation). It should clearly specify the backup system and data storage capabilities of the solution. What's the system performance and reliability (up time)? The system should allow for historical record of messages.

5. Provide the technical support services for its solution. It should detail its service level agreement. How much “downtime” of each device/network can be expected as a result? Who will maintain the components, its own team or is it outsourced? Where are its service technicians located? Does it have replacement units in case of component failure? The bidder should describe how it would rectify a failure at a retail site. It should include in this response the role of Lottotech that is required in this support. It should describe the use of technical know how, intellectual property and ownership.
6. Describe all security-related logic access controls (security, access control and control over contents) on all points of access including:
 - a. Lottotech to Content Provider
 - b. Content Provider to Retail Sites
 - c. Logical access matrix to the solutions at the retailer sites (Is this an appliance or is there logical access to the sites?)
7. Describe all physical requirements at the retail sites and host sites including Power, Cabling, Physical Space etc. The electrical and memory requirements should also be specified in the proposal.
8. Describe the installation process of the solution at the retail sites. Since these sites are operational businesses, it should describe how it would install your solution with minimal business disruption at the retail site.
9. Describe the installation process of the solution at the retail sites if Lottotech utilized their own internal technical resources and any other costs associated.
10. Describe how its system solution handles multiple content streams at a single site. The data packaging and compression, data transmission protocol should be described.
11. Describe how its system will interface with the GTECH existing system and its ES connect.

Lottotech requires a turnkey communication solution to be implemented in two phases:

Phase 1: Pilot Testing, whereby the digital communication network will operate at around 20 locations.

Phase 2: Rollout to the whole network of retailers upon successful completion of Phase 1.

2.4 The Lottery

The Lottery is a Mauritian company that has been selected by the Government of Mauritius to implement and operate a “Loterie Nationale” (National Lottery) for Mauritius. Guided by the Mauritius Gambling Regulatory Act of 2007 (GRA 2007), the initial aims of the Lottery were twofold:

Firslly the Lottery wanted to commercialise wide-appeal lottery games and other games of chance in a controlled and regulated manner in Mauritius

Secondly, to maximize revenues so as to provide funds for Mauritian good causes in the area of community development, education, sports, health, sports and culture.

In order to meet the above goals, the Lottery has used state-of-the-art technology provided by the world's leading gaming company GTECH Corporation, a company with proven track record in implementing gaming operations worldwide.

Our Vision:

We are the trusted leading gaming brand, offering fun and entertaining products where Social Responsibility is the heart of our approach

Our Mission:

To operate the National Lottery on behalf of the Government in a caring and socially responsible way through professional promotion and conduct of outstanding gaming experience, while pursuing success through partnerships with our people and communities, and optimizing sustainable shareholder returns

2.5 Current Business Overview

The types of gaming available in the Mauritian market can be classified as follows:

- **Lottery**

Loterie Nationale is the largest operator provider followed by the Loterie Vert (an offline lottery) however there is a consequent turnover gap between the two.

- **Sports Betting**

Sports Betting in Mauritius is based on the organisation of fixed-odds betting on foreign football matches, in accordance with the provisions of the Gambling Regulatory Authority Act 2007.

- **Football Pools**

The most popular football pools are mainly from the English and Australian football. Littlewoods, Vernons and Zetters have local agents representing them, whereas Top Pool is a completely local operator and the pool funds is 100% on Mauritian bets.

- **Horse Racing**

Horse Racing is carried out by the Mauritius Turf Club. Mauritius is of the rare countries with 2 tote system operating on the same track. Betting on horse racing is to the reach of almost all players with the Tote system being present both on track and off track. Telephone betting and SMS betting are also available through a few companies.

- **Casino**

The Casino de Maurice runs 5 casinos around the island, the most popular ones being Caudan casino and Domaine des Pailles casino

- **Gaming Houses**

These are mini casinos with more focus on Slots machines.

2.5.1 Current Lottery Business

The Lottery has an online Loto 6/40, a game with a weekly draw on Saturday and currently sells 12 instant games.

2.5.2 Online Games

The Loto 6/40 was lauche on 29 October 2009 with the first draw on 7 November 2009. The product is among the top brands of the country and is doing well on the market. The minimum guaranteed jackpot is Rs 5 millions and the highest advertised jackpot has been Rs 75 millions, after several rollovers.

2.5.3 Instant/Scratch Games

The scratch ticket category, Quick Win was introduced on 3 December 2009. Currently, the Lottery has 12 games in its portfolio and by the end of the year, there may be 15 tickets on the market.

2.5.4 Lottery Sales/Financial Results

The turnover of the Lottery for the financial period 1 July 2010 to 30 June 2011 reached 3.16 billion where Loto accounted for 1.8 billion sales and Qucik Win sales amounted to 1.3 billion. The Annual report 2010 of the Lottery is available on the Lottery's Official website.

2.6 Lottery Retailers

To date, Lottotech has a network of 580 retailers, including 12 from the island of Rodrigues, which is a dependency of Mauritius. It is located 560 km (348 miles) east of Mauritius island and has a population of approximatively 38000 people.

The channels can be classified as follows:

- Hypermarkets
- Supermarkets

- General Retailers
- Dedicated Lottery Retailers
- Small convenience stores

2.7 Lottery Retail System

Lottotech currently use the GTECH Altura GT-604, which is an integrated point-of sale lottery terminal. The terminal features an adjustable color Liquid Crystal Display (LCD) touch screen, Contact Image Scanner (CIS) reader, microprocessor, Dynamic Random Access Memory (DRAM) and Flash memory. A barcode reader is integrated on the terminal to provide instant ticket validation and control.

A thermal printer and a router are connected to the terminal. Currently, only 20 routers support 3G, HSDPA and HSUPA technologies while the remaining support only GPRS.

2.8 Lottery Internal Control System (ICS)

ICS is a control system use for audit purposes, is supplied by Elysm, it is primarily used by GRA (Gambling Regulatory Authority). The primary ICS Server is hosted at the GRA premises and the backup one at our premises. ICS reprocesses all the transactions from our lottery system. At the end of the day, ICS generates its own reports which detail the activity of the lottery system in terms of wagering and validations. Based on these reports, auditors can cross check different reports and check if they tally with Gtech ES reports.

2.9 Lottery Operations

At each retailer site, a lottery point-of-access terminal (Altura GT-604) , a router (Sarian) and a printer are installed. When a retailer places a wager through the terminal, the information will be sent through our telecommunication device (Sarian Router) to our server found at our Primary Data Centre. The information system acknowledges the wager, stores the information on the server, and sends a reply (together with the External Serial Number) to the terminal to print the Loto ticket. The terminal is also used for Instant games management at retailer site (confirmation of book, validation of ticket,...).

Our main server will send a copy of that wager (ticket information) in parallel to our backup server. The function of the Sarian router is to enable communication between the terminal and our server via GPRS network. We have a dual-sim card which enables us to operate on two ISPs which are Emtel and Orange(MT). The ISP who provides the

best signal strength would be automatically the preferred one for the transmission of the data.

The main components of the Gtech system are:

- The ES Connect Server provides the ability to route transactions between Host and Terminals, download to terminals, manage terminal networks, and capture statistics, diagnostics and log information.
- ES Transaction Engine (ESTE) is a transaction processing system. ESTE handles all online transactions received from point-of-access (POA) terminals, requests and commands from management workstations and other clients as required.
- ES Retailer Services is responsible for managing the Retailers and Chains for a customer. This functionality interacts with various different aspects of the system.
- ES Management Services (ESMS) is the central point of user and security administration.
- IPS (Instant Processing System) application captures key information regarding the instant games, facilitates inventory and warehouse management for instant games and provides instant games validation management
- Online Product Management (OPLM) allows lottery system users such as system administration, operations, lottery management, lottery game administration or lottery auditor staff to monitor and manage system activity on transaction processing, information management and analysis, and communications.
- The Accounting component resides on the ESTE and is responsible for the accumulation of retailer financial data as well as retailer invoicing. Financial data is used to generate the invoices to bill the retailers.

2.10 Online Communications Network

The Lottery routers are with dual SIM cards (from two different local operators: EMTEL & Orange/Mauritius Telecom).

2.11 Lottery Certification

The Lottery is a member of the World Lottery Association, the global professional association of State Lottery and gaming organisations.

3 Terms and Conditions

3.1 Introduction

This chapter describes the terms and conditions that apply to the procurement process and which will become part of the Contract executed pursuant to this RFP.

3.2 Scope of the Contract

The RFP is to select a supplier for delivery and/or implementation of a content and technology solution that enables it to manage, distribute and display multimedia content.

3.3 Elements of the Contract

The Contract between the Lottery and the Successful Bidder must include as integral parts thereof:

1. The Contract
2. Clarifications and amendments to this RFP
3. This RFP
4. The Bidder's Proposal clarifications
5. The Bidder's Proposal, including appendices
6. Other documents that the Lottery clearly designates as such (e.g., specification documents, etc.)

In the event of a conflict in language between any of the documents referred to above, the provisions and requirements set forth or referenced in the RFP and its amendments must govern.

The Contract elements listed above constitute the entire Contract between the Lottery and the Bidder, and representations, verbal or written, not included in such Contract elements are not binding on either the Lottery or the Contractor. In particular, the Lottery makes no representation of any kind regarding expected sales volumes or revenues, other than as expressly set out in this RFP.

3.4 Governing Law

Applicable provisions of all applicable laws and administrative procedures, regulations, or rules of Mauritius shall govern the development, submission, and evaluation of all Proposals received in response hereto and shall govern any and all claims and disputes which may arise between persons submitting a Proposal hereto and the Lottery.

The Contractor must read and be familiar with the applicable law, rules, and regulations.

Lack of knowledge of the law or applicable administrative procedures, regulations, or rules by any Contractor shall not constitute a cognizable defense against their effect.

With respect to any legal actions or proceedings arising under the RFP or the Contract, a Contractor must, by submission of a Proposal, consent to the venue and jurisdiction of courts of the jurisdiction, which is the place of the publication of the RFP, the place where a Contract will be executed, and the principal place where the obligations of the Contractor to the Lottery are to be performed.

3.5 Term of the Contract

The Contract resulting from this RFP will be in effect from the Contract signing date, and for a period of five (5) years or such shorter period as the Lottery may determine, and upon termination to finish out the business week-in-progress. The causes for early termination of the Contract are as provided in this Contract.

The Lottery reserves the right to extend the Contract at its sole option up to a maximum of two (2) renewals of two (2) years each, provided that any such option to extend is exercised by the Lottery at least three (3) months prior to the end of the initial Contract period, or any extension thereof, or at a time mutually agreed by both parties. The price terms for any extensions may be at a rate of compensation to be renegotiated by the parties.

3.6 Termination of the Contract/License

The Lottery may terminate the Contract prior to the expiration date in accordance with the provisions of this section (Section 3.6) of the RFP.

3.6.1 Termination for Default

Default is defined as the failure of the Contractor to fulfill the obligations of the Contract including the Proposal.

The Lottery may terminate the Contract or any portion(s) of the Contract entered into as a result of this RFP, and be relieved of the payment of any consideration to the Contractor for the terminated portions of the Contract except as otherwise provided herein, if the Contractor fails to perform to the Lottery's satisfaction any material requirement of the Contract, or is in material violation of any specific provision, or materially modifies the system (hardware or

software) without the prior written consent of the Lottery, and fails to remedy the failure or violation within <variable: duration in days> (or more if authorized by the Lottery) after written notice from the Lottery of such failure or violation.

In the event of a termination for default, the Lottery shall have the right to obtain replacement products and/or services, on an emergency or interim basis, for the products and/or services that the Contractor agreed to provide under the Contract. Except as otherwise provided below, the Lottery shall have the right to collect from the Contractor the difference between the compensation to be paid to the Contractor as set forth in the Contract and the actual costs to the Lottery, including any added administrative costs, of obtaining and utilizing replacement products and/or services on an emergency or interim basis. The Lottery may collect monies it is due as a result of a termination under this subsection by offsetting the amount from any payments due to the Contractor. The Contractor must not be liable to the Lottery for reimbursement of any costs incurred by the Lottery of obtaining replacement products and/or services if a termination pursuant to this section arises from causes beyond the control and without the fault or negligence of the Contractor, including an event of *force majeure*.

3.6.2 Termination for Cause

The Lottery may immediately terminate any Contract issued as a result of this RFP for any of the following reasons by providing written notice to the Contractor:

1. The Contractor furnished any statement, representation, warranty, or certification in connection with this RFP or the resultant Contract which is materially false, incorrect, or incomplete.
2. The Contractor becomes financially unstable or is not able to obtain the financing necessary to perform the Contract.
3. The Contractor or subcontractor, or an officer or owner of a five (5) percent or greater share of either, is convicted of a criminal offence incident to the application for or performance of any contract or subcontract whether in this jurisdiction or in another jurisdiction, or is convicted of a criminal offence which at the sole discretion of the Lottery reflects on the Contractor's integrity.
4. The Contractor commits an ethics or integrity violation as defined in the Contract.
5. A court of competent jurisdiction finds that the Contractor has failed to adhere to any material laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction.
6. The Lottery determines that the public operation of the system could place the integrity of the Lottery in jeopardy.
7. Any of the directors or administrators of the Contractor have been convicted of a criminal offence that in the Lottery's judgment may affect his/her professional capacity or professional ethics.

8. The Contractor or any officer or director thereof has been guilty of professional negligence or misconduct such that, in the Lottery's reasonable judgment, continuation of the Contract will be likely to have a negative impact on the Lottery's image.
9. The Contractor is wound up, liquidated, becomes bankrupt or insolvent, a substantial portion of its assets is seized by a creditor or becomes subject to judicial process, or the Contractor takes such action or fails to take action such as to endanger, in the Lottery's reasonable judgment, the Contractor's continued corporate existence or ability to carry out the Contract.

The Lottery and the jurisdiction in which the Lottery operates must not be liable for any costs incurred if termination is for any of the causes stated above.

In the event of a termination for cause, the Lottery shall have the right to obtain replacement products and/or services, on an emergency or interim basis, for the products and/or services that the Contractor agreed to provide under the Contract. Except as otherwise provided below, the Lottery shall have the right to collect from the Contractor the difference between the compensation to be paid to the Contractor as set forth in the Contract and the actual costs to the Lottery, including any added administrative costs, of obtaining and utilizing replacement products and/or services on an emergency or interim basis. The Lottery may collect monies it is due as a result of a termination under this subsection by offsetting the amount from any payments due to the Contractor.

3.7 End of Contract Conversion

The continuity of services to the Lottery customers is of utmost importance to the Lottery, especially during a conversion period from one contractor to another. The Contractor must cooperate fully and in good faith in such conversion, which may or may not involve other contractors.

3.8 Severability

Each provision of the Contract shall be deemed severable from all other provisions of the Contract and, if one or more of the provisions of the Contract is declared invalid, the remaining provisions of the Contract shall remain in full force and effect.

3.9 Prime Contractor Responsibilities

The Contractor must be the prime contractor, and as such, is responsible for all contractual activities performed under the Contract whether or not the Contractor performs them.

The Contractor must be the sole point of contact with regard to contractual matters, including payment of any or all charges under the Contract. The Contractor is an independent contractor. No principal/agent relationship or employer/employee relationship should be contemplated or created by the parties to the Contract, except as expressly provided.

Should the Contractor utilize subcontractors to fulfill any of its obligations under the Contract, the Contractor shall be fully and solely responsible for the subcontractors' performance, compliance with the terms and conditions of the Contract, and compliance with the requirements of any and all applicable laws.

The Contractor is responsible for informing the subcontractor of any and all contractual and other obligations arising from the Contract with the Lottery and being relevant for the subcontractor's duties.

The Contractor must provide a listing of all subcontractors the Contractor proposes to use that are directly related to his obligations under the Contract.

In such case where the Contractor chooses to use subcontractors, the Lottery must have the right to communicate with the subcontractor in all matters related to the performance of the Contract. The Lottery will keep the Contractor informed in case of such direct communication.

3.10 Subcontractor Approval

Any proposed subcontracts must be subject to the prior approval of the Lottery, except those subcontracts listed in the Proposal.

The Bidder must appoint alternates to any subcontractors not approved by the Lottery.

3.11 Assignment

The Contract must not be assigned, transferred, conveyed, sublet, or otherwise disposed of without previous written approval of the Lottery, which approval must not be unreasonably withheld. Any purported assignment in violation of this section must be null and void. Further, the Contractor must not assign the right to receive moneys due under the Contract without the prior written consent of the Lottery.

3.12 Lottery Approval of Staffing/Subcontractors

The Lottery may disapprove any employee or subcontractor of the Contractor who is assigned to the Lottery Contract, either at Contract inception or at any time during the Term of the Contract.

Neither the Contractor nor the Lottery shall engage or allow the engagement of unfit or unqualified persons or persons not skilled in the tasks assigned to them with respect to the Contract and the parties shall at all times employ sufficient personnel for carrying out work to full completion in the manner and time prescribed by the Contract. The Contractor shall be responsible to the Lottery for the acts and omissions of the Contractor's employees or subcontractors.

Any person employed by the Contractor shall, at the written and reasonable request of the Lottery, be removed forthwith by the Contractor from work relating to the Contract. The Contractor's subcontractors are in this respect considered Contractor employees.

3.13 Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure a Contract pursuant to this RFP upon a Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting disclosed employees or disclosed established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Lottery shall have the right to terminate any Contract in accordance with the termination clause, and at its sole discretion, to deduct from any Contract any price or consideration, or otherwise recover the full amount of any such commission, percentage, brokerage, or contingent fee.

3.14 Right to Audit

The Lottery reserves the right to audit all Contractor and subcontractor facilities, processes, and/or procedures, as they relate to the Contract, using Lottery employees, its designees, or other employees of the jurisdiction as provided by law.

The Contractor and all its subcontractors under the Contract are required to maintain records and supporting evidence pertaining to the fulfillment of the Contract obligations in accordance with generally accepted accounting principles and other procedures specified by the Lottery.

These records must be made available to the Lottery and its designees during the Term of the Contract and any extension thereto. These records must be retained for *<variable: number>* years from the date of final payment of the Contract.

The Lottery reserves the right, at its sole discretion, to perform additional audits, which may include but are not limited to the following: financial/compliance, security, economy/efficiency, program results, or limited scope audits, where appropriate. Additionally, the Lottery reserves the right to inspect any of the Contractor's third-party auditor's reports and management letters.

Unless the audit would be impaired, any audit by the Lottery will only be conducted with reasonable prior notice to the Contractor, and subject to all security, quality, and other procedures which may be in force at the Contractor site. In the case of an audit indicating non-compliance with the terms of the Contract, the Lottery may *<variable: consequences of non-compliance>*.

3.15 Non-Exclusive Rights

Nothing in this RFP and the subsequent Contract shall grant or be interpreted as either party granting any exclusive rights to the other party unless explicitly stated.

3.16 Right of Use/USUFRUCT

If, for any reason other than breach of Contract by the Lottery (including a material adverse change in the Contractor's financial condition), the Contractor should lose its ability or refuse to perform the requirements of the Contract, the Lottery must be entitled to acquire the right to use the equipment, facilities, software, source and object code program instructions, and documentation for those items owned by the Contractor and which are necessary to provide contractual services. Such right must be limited to the right of the Lottery to possess and make use of such contractual items solely for the use and benefit of the Lottery in operating, maintaining, altering, and improving the operational characteristics of the programs and systems being used by the Lottery under the Contract. Such use must be limited in time to the duration of and scope for programs, systems, and other items being used by the Lottery under the Contract.

In such an event, all software programs, documentation, operating instructions, facilities, hardware, and the like, including modifications or alterations thereof, must be kept in confidence, except to the extent that they are public records under jurisdictional law, and must be returned together with all copies to the Contractor when their use has been completed.

3.17 Bidder Ethics and Integrity

In accordance with the Lottery's Code of Ethics, the Contractor is expected to establish and enforce a Code of Ethics for all its employees, independent vendors, and subcontractors to equally meet the Lottery's objectives in this regard; refer to Section **Error! Reference source not found.** (Lottery Ethics and Integrity). Further to the general ethical requirements, the following requirements are of particular importance for the Lottery:

The Contractor is therefore obligated to meet high standards for ethics and integrity under this Contract including, but not limited to the following:

1. The Contractor must accept no pay, remuneration, or gratuity of any value for performance on or information derived from this project from any party other than the Lottery or the Contractor as described in the Contract, or from any party under contract to the Lottery or seeking to contract with the Lottery with respect to this project.
2. The Contractor and employees must not offer or give any gift, gratuity, favor, entertainment, loan, or any other thing of material monetary value to any Lottery employee, director, or any other person or organization associated with the Lottery, and, if offered, the Lottery employee director, or any other person or organization associated with the Lottery may not accept them.
3. The Contractor and employees of the Contractor must not disclose any business-sensitive or confidential information gained by virtue of this Contract to any party without the consent of the Lottery.
4. The Contractor and employees must take no action in the performance of this Contract to create an unfair, unethical, or illegal competitive advantage for itself or others.

5. For violation of the above provisions, the Lottery may terminate the Contract, receive restitution from the Contractor, or take any other appropriate actions against the Contractor.

3.18 Disputes Under the Contract

All disputes arising under or relating to this Contract must be resolved in accordance with this section.

A “Dispute” means a material disagreement between the Lottery and the Contractor as to the required performance under the Contract, including a dispute as to the Lottery’s liability for or amount due upon any claim by the Contractor arising under or relating to the Contract.

The parties must endeavor in good faith to resolve all Disputes by mutual agreement.

The complaining party must commence the effort to resolve a dispute by giving written Notice of Dispute to the other party specifying the issue(s) for resolution in reasonable detail.

The responding party must reply in writing to the complaining party within five (5) working days of receiving a Notice of Dispute. If the responding party acknowledges responsibility, the reply must indicate the steps to be taken to resolve the issue(s) and a reasonable timeframe for resolution. If the responding party does not acknowledge responsibility, the parties must proceed with further efforts to resolve the Dispute as provided below.

The parties’ Contract Managers must meet promptly, but in any event not later than ten (10) working days, following the complaining party’s receipt of the responding party’s reply, and exchange all relevant information reasonably necessary to resolve the issue(s). If such meeting does not result in a resolution of the Dispute, or if the responding party has acknowledged responsibility but has not taken steps to resolve the Dispute within a reasonable timeframe, then the Lottery Executive and the Contractor’s site responsible must meet as soon as practicable, but not later than ten (10) working days following the meeting between Contract Managers, to discuss and attempt to reach a mutually satisfactory resolution of the Dispute. If the Dispute is not resolved during the meeting between the Lottery Executive and the Contractor’s Site Director, or if an agreed resolution is not implemented within a reasonable timeframe thereafter, the complaining party may commence formal proceedings to resolve the Dispute, provided, however, that the complaining party must first have provided twenty (20) days written notice to the responding party of its intent to initiate such proceedings. Nothing to the contrary stated herein must preclude the parties from, alternatively, agreeing to attempt resolution of the Dispute by means of any type of alternative dispute resolution procedures, including mediation and arbitration.

Pending a final resolution of a Dispute, the Contractor must proceed diligently and in good faith with the performance of its obligations under the Contract, and the Lottery must compensate the Contractor pursuant to the terms of the Contract.

3.19 Cooperation of the Parties

The Contractor and the Lottery agree to cooperate fully, to work in good faith, and to mutually assist each other in the performance of the Contract. In this regard, the parties will meet to resolve problems associated with the Contract. Neither party will unreasonably withhold its approval of any act or request of the other to which its approval is necessary or desirable.

Should the Lottery obtain systems, equipment, materials, or processes from a source other than the Contractor, that would require the Contractor to cooperate or make changes in order to permit compatibility, then the Contractor must cooperate with the other source under the Lottery's direction. Such cooperation may include, but is not limited to, providing the necessary interfaces and platforms. The Contractor will be reimbursed for its costs at a price negotiated between the Lottery and the Contractor.

3.20 Title to, and Use of, Third-Party and Contractor Intellectual Property Rights

To the extent that the Contractor utilizes or relies upon the Intellectual Property Rights of a third party in fulfilling its obligations under the Contract, the Contractor must provide the Lottery with assurance that the Lottery deems necessary that the use of such third party's Intellectual Property Rights is permissible.

While the Lottery and the Contractor agree that all Intellectual Property Rights associated with any product and/or service provided by (or developed by) the Contractor under the Contract are and may remain the property of the Contractor, the Contractor must agree to grant a license to the Lottery to make use of any such Intellectual Property Rights on an indefinite basis with respect to Lottery business activities. Compensation for the use of such licensed works, if any, must be clearly defined in the Price Proposal.

3.21 Patents, Copyrights, Trademarks, and Trade Secrets

The Contractor will take all possible measures to avoid any patent, copyright, trademark, and/or trade secret infringements during any phase developing, designing, or operating the system.

The Contractor will ensure that no violations or infringement of copyrights, patents, trademarks, and/or trade secrets are to be committed by its own employees, by any subcontractor, any of the subcontractor's employees, or generally any person acting under the control or acting by toleration of the Contractor.

The Contractor will ensure that all materials integrated in the system – among others, software, databases, photographs, works of painting, audio and video works, music, and generally all works falling under the scope of the law protecting copyright, patents, trademarks, and/or trade secrets – are only used with the express consent of the author of the works. Lawful and correct use includes, if requested, the payment of usage or reproduction rights, the integration of the author's or producer's name, as requested for by law, and generally the respect of all the author's moral rights on the work.

The Contractor will assume all liability and will hold the Lottery harmless from any liability resulting from any infringement that occurs as the result of the Contractor's or subcontractor's actions.

3.22 Intellectual Property Indemnification

The Contractor agrees to indemnify and save harmless and to defend all legal or equitable actions brought against the jurisdiction, any agency, officer, and/or employee of the jurisdiction, for and from all claims of liability which may result from the Lottery's use of any Intellectual Property Rights under licenses granted by the Contractor, and for any claims resulting from the Contractor's use of third-party Intellectual Property Rights. The Lottery agrees to give the Contractor prompt notice of all such claims of liability.

If the Lottery promptly notifies the Contractor in writing of a third-party claim against the Lottery that any deliverable infringes upon the Intellectual Property Rights of any third party, the Contractor will defend such claim at its expense and will pay any costs or damages that may be finally awarded against the Lottery. If any deliverable is, or in the Lottery's opinion is likely to be, held to be infringing, the Contractor must at its expense and option either: (a) procure the right for the Lottery to continue using it, (b) replace it with a non-infringing equivalent, or (c) modify it to make it non-infringing.

If the actions in clauses (a), (b), and (c) are not commercially practicable, the infringing deliverable may be returned and the Lottery will be refunded the fees paid for such deliverable, as well as any applicable liquidated damages. The Contractor will make every reasonable effort to explore options (a), (b), and (c) prior to returning the fees paid, paying the applicable damages, and receiving the deliverable from the Lottery. The foregoing remedies constitute the Lottery's sole and exclusive remedies and the Contractor's entire liability with respect to infringement.

3.23 Indemnification

The Contractor must agree to defend, indemnify, and hold harmless the Lottery and the jurisdiction in which it operates, its agencies, officers, and employees, from any and all claims of any nature, including all costs, expenses, and attorneys' fees, which may in any manner result from or arise out of the negligent or more culpable act in the performance of its obligations under the Contract, except for claims resulting from or arising out of the jurisdiction's sole negligence. The legal defense provided by the Contractor to the Lottery and the jurisdiction under this provision must be free of any conflicts of interest, even if retention of separate Legal Counsel for the jurisdiction is necessary. The Contractor also agrees to defend, indemnify, and hold the Lottery and the jurisdiction harmless for all costs, expenses, and attorneys' fees incurred in establishing and litigating the indemnification coverage provided herein. This obligation shall continue after the termination of the Contract.

3.24 Confidential Information

The Contractor is advised to also refer to the requirements in Section 1.15 (Public Records and Request for Confidentiality).

3.25 Advertising

The Contractor must not use the Lottery's name, logo, slogan, image, or any data arising or resulting from this RFP or the Contract as a part of any commercial advertising without the prior written consent of the Lottery.

3.26 Force Majeure/Delay of Performance

A *force majeure* occurrence is an event or effect that cannot be reasonably anticipated or controlled and without the fault or negligence of the non-performing party. As herein used, *force majeure* means acts of war; terrorism; action of the elements; governmental interference; rationing; or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent delays arising as a result thereof or to predict and through advance planning avoid such delays.

Neither the Contractor nor the Lottery shall be liable to the other for any delay in or failure of performance under the Contract resulting from this RFP due to a *force majeure* occurrence. Any such delay in or failure of performance must not in and of itself give rise to any liability for damages; however, the Lottery may elect to terminate the Contract for cause should its operations, in its sole judgment, be materially threatened by reason of extended delay or failure of performance.

Force majeure shall extend the period for Contractor performance to such extent as reasonably determined by the Lottery or mutually agreed by the parties to be necessary to enable complete performance by the Contractor if reasonable diligence is exercised after the cause of delay or failure has been removed.

3.27 Warranties & Spare Parts

The Warranty on the hardware devices as well as spare parts requirements should be clearly mentioned in the proposal.

3.28 Notice

All notices and communications must be in writing and must be effective when received by the addressee. Until notified otherwise, notices and communications concerning a Contract Award must be addressed as follows:

Lottotech, Ground Floor, HSBC Centre, 18 Cybercity, Ebene Mauritius

4 Bidder Corporate Information

4.1 Introduction

The information requested in this section applies to the bidding entity as well as any subsidiary in any way contributing to the Proposal or to the performance of the Contract. In the case of the Bidder being a Consortium, a Joint Venture, or any other multi-member organization, the information requested in this section shall be provided for all members.

The Bidder must also provide an overview and a chart of the structure of the bidding entity including the identification of all shareholders and/or partners and subcontractors.

The Bidder must submit its corporate information as part of the Technical Proposal. Corporate information must be complete. The Lottery will disqualify the Proposal if failure to provide all mandatory information has had a material impact on competition or otherwise prejudices the procurement process.

4.1.1 Corporate Background Overview

The Bidder must provide the following general information in the Technical Proposal:

1. The name and address of the Bidder submitting the Proposal
2. Type of business entity (e.g., corporation, partnership, etc.)
3. Place of incorporation, or other form of organization, if applicable
4. The name, address, telephone number, and email address of the Bidder's contact
5. Name and location of the major offices, production plants, and other facilities that relate to the Bidder's performance as proposed in its Proposal
6. The names, addresses, and functions of any and all subcontractors, associated companies, or consultants that have been or will be involved in any phase of the project
7. The name, address, telephone number, and email address (if available) of the Bidder's accounting or auditing firm
8. The name(s) of any and all law firms and/or individuals representing the Bidder within the Lottery's jurisdiction
9. The names, addresses, and dates of birth of all persons or entities who own over five percent (5%) of the shares of the Bidder, and the names, addresses, and dates of birth of all officers and directors; if the Bidder is a subsidiary, the Bidder must disclose the information required above for its parent and/or holding company
10. Any substantial change of ownership in the Bidder or the parent and/or holding company of the Bidder that occurred within the last year. Also, any pending changes

should be disclosed to the extent permitted by jurisdictional law and by regulatory agencies.

The Bidder is fully responsible for all aspects of the Proposal and, if applicable, the resulting Contract. In the case of the Bidder being a Consortium, a Joint Venture, or any other single- or multi-member organization, all members of such organization shall responsibly perform according to the Contract and one organization of the group shall be the responsible single point of contact.

4.1.2 Applicable Experience

The Bidder is required to demonstrate corporate experience, technical capability, and financial means to support the Contract.

The Bidder shall describe, in detail, its current and historical experience with lottery gaming systems and/or services; that is, descriptions and references of gaming industry engagements of comparable complexity and sensitivity that have been conducted by the Bidder over the past 5 years.

Each experience statement shall include the following details:

- Name of lottery or gaming enterprise(s) and estimated contract value, reflecting the estimated total revenue during the full contract period
- Term of the contract including effective dates
- Reason for contract end, if the contract is no longer in effect
- Types of services directly provided by the Bidder under the contract and whether the Bidder was a prime contractor or subcontractor
- Types and number of systems or components provided by the Bidder

The descriptions must include names, titles, addresses, and telephone numbers that may be contacted to verify qualifying experience. The Lottery may check the references with other lottery venues to ensure that the proposed products and/or services are in place and operational. If the experience is provided by a teaming partner or a subcontractor that will provide a Major Part, then experience information for that entity must be included.

4.1.3 Contract Performance

The Bidder must be a business in good standing with its customers and the business community. The Bidder must state whether any of the following have occurred:

1. If, during the last five (5) years, the Bidder has had a contract terminated for default or cause, the Bidder must submit full details including the other party's name, address, and telephone number.

2. If, during the last five (5) years, the Bidder, a subsidiary or intermediate company, parent company, or holding company was the subject of any order, judgment, or decree of any federal or jurisdictional authority barring, suspending, or otherwise limiting the right or license of the Bidder to engage in any business, practice, or activity or, if trading in the stock of the company, has ever been suspended, the Bidder must submit full details along with date(s) and explanation(s).
3. The Bidder must list all contract delivery or performance issues for the last five (5) years, where such issues ultimately led to payment of liquidated damages, any sort of penalties, contractual payment deductions, or any other material compensation, goodwill, or consideration in any form, where the accumulated value of such occurrences exceeded *two (2)* during any 12-month period. Each incident listed must be briefly described including incident nature, jurisdiction, date(s) or period, and value. Equal incidents can be accumulated and summarized per jurisdiction provided the total occurrence count of such incident is given. It should be noted that items listed under this section are for due diligence purposes only and will not be reason for rejection of a Proposal.

If the experience is provided by a teaming partner or a subcontractor that will provide a Major Part, then the same performance information as above must be included for that entity.

4.1.4 Capability to Provide Proposed Equipment and Technical Infrastructure

The Bidder must have the capacity to provide the technical hardware and equipment specified in the RFP.

1. **Manufacturing Plans.** The Bidder must describe its resources, capability, capacity, and plans for producing (through current inventory, manufacturing, purchasing, or modification) the equipment proposed to meet the requirements of the RFP. The availability of additional plants and secondary sources must be addressed.
2. **Manufacturing Quality.** The Bidder's Proposal must address manufacturing quality practices, and in particular whether the Bidder is certified under the ISO series or other recognized quality practices standards.

4.1.5 Software Development and Support Capabilities

The Bidder must describe its capability to deliver by addressing the following:

1. **Software Development Plans:** The Bidder must describe its capability, capacity, and plans for developing and maintaining software proposed to meet the requirements of the RFP and for the fulfillment of the Contract.
2. **Software Quality.** The Bidder's Proposal must address software engineering quality practices, and in particular whether the Bidder is certified under recognized quality practice standards; for example, the ISO series, CMMI, TÜV, the NASPL Standards Initiative QA Best Practices.

4.1.6 Research and Development Program

The success of the Lottery depends on the availability of new products, gaming features, and services. The Bidder must be capable of supporting the Lottery in this mission.

The Bidder must describe its resources, capability, capacity, and plans for maintaining a research and development effort in the following area(s) of interest: *<variable: lottery to add specific text; refer to SRT Guide>*

4.2 Bidder Certification Requirements

The Bidder must respond with certified technology solutions and certified best practices for the areas listed in this section. A certified solution or best practice is one that has achieved certification in the designated Certification Program *<variable: specify certification program name and version>*.

The Bidder must submit the applicable Certification Certificate(s) as part of their Proposal. It is the responsibility of the Bidder to ensure that the Certification Certificate(s) is current and covers the systems and best practices requested by the Lottery, in accordance with the policies of the respective Certification Programs.

Certified solutions and best practices in the following area(s) are required:

- *<variable: refer to SRT Guide>*

If the Bidder's technology solution or best practice is not already certified, the Bidder must obtain the relevant certifications by *<variable: timeframe>*.

4.3 Financial Data

The Bidder must provide the following information as evidence of the Bidder's financial responsibility and stability for performance of the Contract. The Lottery reserves the right to require any additional information necessary to determine the financial integrity and responsibility of the Bidder.

1. The Annual Reports of the Bidder for the three (3) most recent years, or for as long as available if less than three (3) years
2. The audited financial statements for the last three (3) years, or for as long as available if less than three (3) years
3. For all publicly-held companies, all financial reports filed within the past 12 months with the governmental entity regulating the stock exchange where the company's stock is traded
4. All financial reports filed within the past 12 months with a governmental entity where the Bidder is located or is conducting business

5. If the Bidder is a subsidiary of another company, the information required under paragraphs 1, 2, 3, and 4 above for the parent and/or holding company of the Bidder
6. Any quarterly reports of the Bidder or its parent/holding company to its shareholders within the past 12 months
7. If the Bidder will finance the project from internal sources, the specific resources that will be available and which resources are not available (e.g., committed to other projects, etc.)
8. If the Bidder is a subsidiary, and will rely on the financial resources of the parent/holding company to perform the requirements of the Contract, the parent/holding company's certification of the availability of its resources to the Bidder
9. If borrowing will provide any or all of the capital necessary for the Bidder to fulfill the requirements of the Contract, a Letter of Transmittal from a creditor

If the Bidder is a subsidiary of another Corporation, and does not prepare separate financials, then the above information must be supplied for the parent Corporation.

The Bidder should also highlight any major commitments and/or contingencies that are likely to impact, negatively or positively, upon its ability to fulfill the contract obligations.

Members of the Bidder's firm with interests in other similar or related firms must explain in a letter to be submitted with the financial statements the extent of their investment and relationship with such firm(s).

The Lottery will disqualify a Bidder's Proposal for failure to submit the requested financial statements.

4.3.1 Parent Corporation Resources and Subsidiaries

If a Bidder or subcontractor is a subsidiary of a parent entity and the Bidder or subcontractor does not have its own, separate financial statements, the Bidder or subcontractor may satisfy its financial responsibility submission requirements by submitting the consolidated financial statements of its parent entity, if the consolidated financial statements include the activity of the Bidder or subcontractor. If a Bidder or subcontractor submits the consolidated financial statements of its parent, the parent must serve as financial guarantor of the Bidder or subcontractor with respect to the Contract. For purposes of this subsection relating to consolidated financial statements, federal income tax returns must not be used as a substitute for certified financial statements.

If the Bidder is a subsidiary and will rely on the financial resources of the parent to perform this Contract, the parent must certify, in writing and in a form acceptable to the Lottery, the availability of its resources to the Bidder. Parent entities that serve as financial guarantors of subsidiary firms must be held accountable for all terms and conditions of the RFP and the resulting Contract and must execute the Contract as guarantor.

4.3.2 External Funding

The Bidder must list and provide details of all third-party financial vehicles and/or instruments that the Bidder plans to use to fulfill the Contract obligations.

4.3.3 Bank Ratings and References

The Bidder must provide a bank reference at the Bidder's primary banking location. The reference must include bank name, contact person, full contact details, as well as a description of the extent of the Bidder's business with the bank.

4.4 Disclosure of Litigation and Business Relationships

The Lottery has a strong interest in the Bidder's current and continuing ability to produce secure, high-quality products and/or services. The Bidder must include, as part of their Technical Proposal, a complete disclosure of any pending civil or criminal litigation, administrative or regulatory proceedings, or indictment involving the Bidder that may affect the ability to produce and/or deliver the desired products and/or services. The Bidder must also disclose any such pending litigation for any of its employees or subcontractors.

The Bidder must state whether owners (unless a public company), officers, or primary partners have ever been convicted of a criminal offence. The Bidder may also be required to identify employees or subcontractors working on their account that have been convicted of a criminal offence. The Bidder must also disclose any civil or criminal litigation or indictment involving any of its joint ventures, strategic partners, prime contractor team members, and/or subcontractors, if this subcontracting party comprises at least ten percent (10%) of the financial quotation of the Bidder's Proposal.

The Bidder must also declare any and all ongoing business relationships with any Lottery employee, director, or any other person or organization being associated with the Lottery. The Lottery will reject a Bidder's Proposal or terminate any subsequent Contract for failure to disclose any such relationship.

This is a continuing disclosure requirement. Any such matter commenced after the Bidder has submitted a Proposal in response to the RFP and with respect to the Successful Bidder after the execution of a Contract must be disclosed to the Lottery in writing within ten (10) calendar days after it has been filed or upon establishing the relationship. The Lottery will disqualify the Proposal if failure to disclose has had a material impact on competition or otherwise prejudices the procurement process.

4.5 Subcontractors

For any subcontractor that provides a Major Part, such Bidder must disclose all of the information required by Section 4.1.2 (Applicable Experience) for such subcontractors as if the subcontractor itself were the Bidder.

4.6 Conflict of Interest

A conflict of interest may exist whether or not a financial interest is involved, and a conflict of interest would include, but would not be limited to, a director, officer, employee, retailer, or existing contractor of the Lottery, or any member of his/her immediate family having control or a significant influence in the Bidder and/or obtaining financial gain with the award of any Contract to the Bidder.

The Bidder must disclose in its Proposal the nature and extent of any real or apparent conflict of interest that would arise from the award of a Contract to the Bidder. The Bidder must give written notice of the cause and circumstances of any conflict of interest and indicate the portion of the services affected by the conflict of interest.

The Bidder must disclose the following information by either providing the information requested or by confirming that they have read the request and declare that it is not applicable. The Lottery will terminate the Contract or disqualify the Proposal for failure to disclose any such information.

1. List any conflict of interest with the products, promotions, and goals contemplated by the Lottery that could result from other projects in which the Bidder or any of the staff members designated to work on this project are involved.
2. The name, contact details, and current position title of any Lottery employee, director, or any other person being associated with the Lottery, or any member of the Evaluation Committee (if known), having any direct or indirect affiliation with the Bidder.
3. The name, title, and affiliation with the Bidder of any Lottery employee, director, or any other person or organization being associated with the Lottery, or any member of the Evaluation Committee, and who owns, directly or indirectly, an interest of five percent (5%) or more in the Bidder's company or any of its branches or affiliates.
4. The name, title, and affiliation to the Bidder of any employee, agent, lobbyist, previous employee of the Lottery, or other person, who has received or will receive compensation of any kind in connection with this procurement.

5 Pricing

5.1 Introduction

This section describes the key elements of the Lottery's policy on pricing. The Bidder's Price Proposal must contain all of the information required in this chapter.

5.2 Price Proposal Requirements

A Price Proposal must be complete. The Lottery will reject a Price Proposal that does not provide all of the mandatory information requested.

5.2.1 Pricing Format

The Bidder must submit pricing in the format specified in Appendix **Error! Reference source not found.** to this RFP.

5.2.2 Base Price

The base price must be stated using the format specified in Appendix **Error! Reference source not found.** to this RFP.

The base price stated by the Bidder must be for providing a system and equipment that at a minimum meets all of the terms and conditions, technical specifications, and other requirements of the RFP.

The base price must include all items and/or features required by the RFP and proposed by the Bidder unless the Bidder specifically states that an item or feature will be provided as a separately priced option; see Section 5.3 (Pricing of Options).

The base price must include every expenditure required in this RFP and to fulfill the subsequent Contract. No other payments or reimbursements of any form are due other than those explicitly specified herein or in the Contract.

5.3 Pricing of Options

The Bidder is encouraged to propose options regarding innovative functions, features, services, and solutions.

The Bidder must present all optional items as separate line items in the Price Proposal. Unless identified as priced at an additional cost, all options will be considered to be included as part of the base price.

Options are required to be deliverable products and/or services during the Term of the Contract.

5.3.1 Specified Options

The Bidder must submit a price for providing Specified Options to this RFP. Any item for which there is no additional fee (i.e., it is included in the base price) must be shown as No Charge (N/C).

The Lottery may select Specified Options at its sole discretion.

5.3.2 Invited Options

If the Bidder includes Invited Options in the Technical Proposal, then the Bidder must also submit prices for Invited Options to this RFP. Any item for which there is no additional fee (i.e., it is included in the base price) must be shown as No Charge (N/C).

The Lottery may select an Invited Option at its sole discretion, which may be implemented at the discretion of the Lottery over the Term of the Contract.

The Lottery requests prices for the items/features listed below:

- A detailed costing breakout of all aspects of this proposal from a capital and operating cost perspective. The costing for the two above phases should be provided separately.
- Complete, hardware, software and installation costing for the deployment of digital merchandising systems for the retail channel.
- Indicate time requirements, development and ongoing costs to develop and manage the following pieces.
 - I. Architecture
 - II. Tools to generate content
 - III. Templates. Lottotech requires several templates that can be modified internally such as automated jackpot banners that would pull the current jackpot amounts of Loto from a source and local winners
 - IV. Input formats
 - V. Training of Lottotech staff to manage and upload contents.
- Lottotech requires the selected supplier to fully operate all aspects of ongoing content management including play list management and scheduling, file uploading, reporting. The

bidder must provide a detailed cost for these services based on number of locations stated before.

- The bidder must provide costing for all account servicing and management of developing strategic solutions, meetings, including travel, accommodations, etc. required to manage this business. It should identify which costs are billable or included as part of business servicing.
- Any operating costs, that is the maintenance costs of the whole system should also be specified.
- The prices quoted by a bidder in a Proposal, shall include all materials, design costs, patented fees or royalties, customs duties, installation, freight charges to the point of delivery, and all other charges, the intent being, that the amount payable by Lottotech shall be inclusive of any and all other charges, which shall be payable by Lottotech.

5.3.3 Offered Options

If the Bidder includes Offered Options in the Technical Proposal, then the Bidder must also submit prices for Offered Options to this RFP. Any item for which there is no additional fee (i.e., it is included in the base price) must be shown as No Charge (N/C); see Section 1.13.4 (Pricing Information).

The Lottery reserves the right to waive the Bidder's right to request additional compensation for an Offered Option (if it is selected as the Successful Bidder and the Lottery desires the Offered Option) for failure to specifically exclude an Offered Option from the base price.

6 Proposal Evaluation

6.1 Introduction

This section describes the Proposal Evaluation process that will be used to determine which Proposal provides the greatest overall benefits to the Lottery. The objective of the Proposal Evaluation process is to select the Bidder that can provide gaming system products and related services that best meet the needs of the Lottery as set forth in the RFP.

The ability of the Lottery to evaluate a Bidder's Proposal is dependent upon the completeness of the Proposal. The Lottery will reject the Bidder's Proposal or unfavorably evaluate the Proposal for failure of a Bidder to provide information requested by the RFP.

6.2 Evaluation Committee

The Lottery intends to conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. In making this determination, the Lottery will be represented by an Evaluation Committee. The Evaluation Committee will evaluate each Proposal that is properly submitted based on the information and material contained in that Proposal and make recommendations for contract award to the Lottery Oversight Organization. No other information, other than information in the Proposal and information obtained under Section 1.23 (Proposal Clarification Process), Section 6.3 (Information from Other Sources), or Section 6.4 (Demonstrations and Site Visits), will be accepted or used for evaluation by the Evaluation Committee. The Lottery Oversight Organization will then consider the recommendation and make their decision regarding the Evaluation Committee's recommendation.

6.3 Information from Other Sources

The Lottery and the Evaluation Committee may obtain, from sources other than the Bidder, information concerning the Bidder, the Bidder's capabilities, and the Bidder's performance under other contracts that the Lottery or the Evaluation Committee deems pertinent to the RFP, and may consider such information in the Proposal Evaluation process. This may include, but is not limited to, the Chairperson of the Evaluation Committee engaging consultants and additional experts from outside the Evaluation Committee to better inform the Evaluation Committee's findings, as well as references from other lotteries.

Information obtained from such sources mentioned above must be kept confidential, unless required otherwise by jurisdictional law.

6.4 Demonstrations and Site Visits

Prior to completion of the Proposal Evaluation process, the Lottery may require the Bidder to discuss and demonstrate its proposed system, including retailer terminals and communications technologies, and to explain how its components would be applied to the specifications described in the RFP. The Bidder's Demonstration must show the Bidder's general ability to meet the requirements of the RFP. Demonstrations must include a simulation of the proposed equipment, and may consist of a simulation of other components of the proposed system.

The Bidder's participation in and arrangement of any Demonstrations, Site Visits, and/or oral presentations is voluntary, but does constitute part of the evaluation criteria. No part of the Demonstrations will serve to relieve the Bidder of any acceptance testing or operational performance as required under the Contract.

The Bidder must not modify, alter, or revise its Proposal in its Demonstration and must not include any pricing information. The Lottery will reject a Bidder's Proposal if any attempt is made by the Bidder to modify, alter, or revise its Proposal or to mention pricing information during the Demonstration.

The site of the Demonstration(s) will be selected by the Lottery. The Demonstration(s) will be scheduled by the Issuing Office. The Lottery will inform the Bidders in good time about the site, types of Demonstrations required, and proposed schedule.

If required, the Lottery may, at its sole discretion, conduct Site Visits with Bidders whose Proposals are correctly submitted, meet all mandatory requirements, and are otherwise competitive.

The Bidder must bear all costs for any Demonstrations, Site Visits, and/or oral presentations, except for all expenses of the Evaluation Committee, which will be borne by the Lottery, although if permitted by jurisdictional law, the Lottery may be reimbursed its travel expenses but only at the jurisdiction's regularly published rate for travel expenses.

6.5 Evaluation Steps

The Proposal Evaluation process and contract award process will consist of the following steps:

- Phase 1: Proposal Submission Requirements Review
- Phase 2: Technical Proposal Evaluation, including Demonstrations and/or Site Visits
- Phase 3: Price Proposal Evaluation
- Phase 4: Determine the Best Overall Proposal
- Phase 5: Final Decision on Contract Award Recommendation

6.6 Evaluation of Technical Proposals (or Evaluation Categories)

Each of the technical (non-price) factors in the RFP should be evaluated by the Evaluation Committee.

6.7 Evaluation of Price Proposals

Evaluation of the Price Proposals will take place only after the Technical Proposal evaluation has been finalized, and will involve only Proposals that are considered acceptable based on the requirements in Section 1.13 (Responsive Proposal Submission Criteria) and are compliant with mandatory requirements.

6.8 Negotiation and Recommendation

The final ranking and recommendation(s) of the Evaluation Committee will be presented to the Lottery Executive (and/or the Lottery Oversight Organization) for their consideration. The Lottery Executive will signify a decision with regard to the Evaluation Committee's Recommendation according to the general voting rules and procedures of the Lottery Oversight Organization.

If appropriate, the Lottery will begin to negotiate a Contract with the Successful Bidder approved by the Lottery Oversight Organization. Contract negotiations shall not address changes to material terms and conditions, services, products, options, or pricing for performance of the Contract, unless for the clear benefit of the Lottery.

Bidders must be held to the terms submitted in their Proposals but may be required to reduce costs depending upon aspects of the proposed program that may be determined by the Lottery to be unnecessary. The Lottery will cancel any contract award for the Bidder's failure to meet these obligations.

Should the Lottery be unable to reach agreement with the Successful Bidder, the Lottery will then undertake discussions with the second most preferred Bidder, and so on. Negotiations may continue at the sole option of the Lottery until a Contract is reached or all Proposals are rejected.

A Technical Specifications

This section describes the technical specifications the requesting Lottery requires of the proposed system to be submitted for consideration.

A.1 Summary-Level Responses

A.1.1 Overview

The Bidder must provide an overview of the whole system.

A.1.2 Flexibility of the System

The Bidder should provide a factual discussion, supported by the responses elsewhere in the Proposal, making it clear how the system is flexible and can grow, and can be tailored to the business needs and rules of the Lottery. Flexibility and adaptability are critical as the gaming environment can be expected to evolve over the course of the Contract.

A.1.3 Tested and Certified Equipment

The Bidder must submit proof with the Proposal that the proposed equipment has been inspected for safety and approved by a reputable testing laboratory, and that all proposed equipment is in compliance with regulations applicable for devices of the class proposed in the jurisdiction of the Lottery (e.g., FCC, CE, TUEV, etc.).

Alternatively, if the devices proposed are new, and not yet inspected and/or certified, the Bidder must commit in the Proposal that it will submit a document showing certification as of the Contract signing.

The Bidder must also reference Section 4.2 (Bidder Certification Requirements) to ensure that any additional certification requirements specified in those sections are met in full.

A.1.4 New and Unused Equipment

The Bidder must commit that all proposed transaction processing computers, networking equipment, retailer terminals, diagnostic equipment, etc. are new and unused unless explicitly allowed otherwise by the Lottery. Equipment proposed must be compliant with current electronic technology manufacturing standards and be of current manufacture by the Bidder or his suppliers. All hardware models installed must represent the then-current equivalent or better equipment in case a proposed device is phased out or replaced.

A.1.5 Block Diagrams

The Bidder's Proposal should include block diagrams at the component level as well as configuration tables for hardware and system software components (manufacturer and model number, release numbers, etc.).

A.1.6 System Hardware and System Software Upgrades

All system hardware and system software must be replaceable at any time by more modern models or versions simply by means of system upgrades. All system hardware and system software must be fully supported by the respective manufacturer or supplier at all times during the Contract and for a period of 12 months thereafter. In case support for any hardware module, component, or system software is discontinued by the manufacturer or supplier, the Contractor must replace, if required by the Lottery, the respective hardware modules, components, or system software modules at its own cost prior to the support being discontinued. The Contractor must without delay inform the Lottery of any such support discontinuation that he may become aware of.

B Bidder Expression of Interest

See Section 1.9 (Bidder Expression of Interest).

Bidder Expression of Interest

To: Mrs Dimple Seechurn
Director of Marketing
Ground Floor, HSBC Centre, 18 Cybercity, Ebène Mauritius

Re: RFP Digital Communication Network #2011 -001

The Lottery is hereby advised that (name of Bidder) intends to submit a Proposal in response to the Request For Proposals referenced above.

(Name of Bidder) understands that the purpose of this RFP requirement is to provide the Lottery with information relating to the number of Proposals it may expect to receive in response to this RFP. We further understand that only those Bidders that have submitted an expression of interest to the Lottery within the time limitation set forth in the RFP will receive further communications from the Lottery with respect to this RFP, and only those Bidders will be entitled to submit Proposals.

(Name of Bidder) hereby names the following person as its designated contact person for communications to and from the Lottery with respect to this RFP:

Name
Title
Company
Mailing Address
.....
Delivery Address
.....
Email
Telephone
Fax
Signature