

IMPORTANT NOTE

Tender Guarantee

Tender Guarantee (Bid Bond) must remain valid for a period of 90 days after the deadline for submission of tenders.

Prospective Bidders are to note that the original copy of the Tender Guarantee (Bid Bond) is to be submitted by hand or by post at the Department of Contracts, Notre Dame Ravelin, Floriana FRN1600, every working day from Monday to Friday (excluding Public Holidays) up to the date indicated in clause 2 of the tender document from 08:30hrs to 12:30hrs.

Prospective Bidders are to ensure that when delivering the original copy by hand they are given a receipt.

Submission of e-tenders

Tenders must be submitted by registered Economic Operators.

EPPS users holding a sole trader account are kindly reminded that their account can only be used to submit tenders under their sole trader's name and not on behalf of any other organisation.

In case a tender needs to be submitted by any other type of Economic Operator (e.g. Company/Joint Venture/Consortium), an account needs to be created either through the ePPS or e-ID as per Terms of Use for Economic Operators and only this account must be used to submit the tender.

In the case where a person requires to submit a tender on behalf of an entity which may be an organisation or Joint Venture/Consortium, the submission must be performed through the account of the entity. The latter must assign the person an account to perform the submission on its behalf, if the person is not already assigned. The entity will be considered as the economic operator submitting the tender.

Economic Operators are reminded that **ONLY** in the case of **New Account Registrations**, irrespective of the type and form of the Economic Operators, they have a choice between registering either directly through the ePPS at www.etenders.gov.mt or through the e-ID Service via the MyGov website at www.mygov.mt. In the case of the latter, Economic Operators must qualify for e-ID as per the ePPS Terms of Use for Economic Operators.

Prospective Bidders are reminded that when submitting more than one option for a particular CfT, they should submit multiple tenders.

Prospective Bidders are reminded to follow the above instructions and other instructions in the Terms of Use of the e-procurement system (ePPS) and the Manual for Economic Operators available under the 'Help' tab of the epps homepage.

The Department of Contracts reserves the right to disqualify Economic Operators who do not abide by the above instructions.

Submission of Financial Offer

Tenderers must quote all components of the price inclusive of taxes/charges, customs and import duties and any discounts BUT excluding VAT. **VAT shall be paid in accordance with the current VAT regulations.**



REFERENCE NUMBER: CT 2055/2017

MALTA GAMING AUTHORITY
ELECTRONIC GAMING AND SPORTS BETTING
MACHINES [LAND BASED]
ENHANCED AUTOMATED REPORTING PLATFORM

Date Published: 19 May 2017


Deadline for Submission: 20 June 2017 at 09:30am CEST

Tender Opening: 20 June 2017 at 10:00am CEST

IMPORTANT:

Tenderers are to ensure that the mandatory tender guarantee (bid bond) of €12,750 [twelve thousand, seven hundred and fifty euro] is to remain valid up to and including 18 September 2017.

Clarifications shall be uploaded and will be available to view/download from www.etenders.gov.mt

 This e-tender does not require print-outs from this document. Please consider your environmental responsibility before printing.

Department of Contracts
MINISTRY FOR FINANCE
NOTRE DAME RAVELIN,
FLORIANA, MALTA
info.contracts@gov.mt

Malta Gaming Authority

Enhanced Automated Reporting Platform for Electronic Gaming and Sports Betting Machines for Land Based Operators

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## SECTION 1 - INSTRUCTIONS TO TENDERERS

### 1. General Instructions

- 1.1 In submitting a tender (unless otherwise indicated, a tender offer above 100MB will not be accepted by the system (ePPS), the tenderer accepts in full and in its entirety, the content of this tender document, including subsequent Clarifications issued by the Central Government Authority/Contracting Authority (CGA/CA), whatever the economic operator's own corresponding conditions may be, which through the submission of the tender is waived. Tenderers are expected to examine carefully and comply with all instructions, forms, contract provisions and specifications contained in this tender document. These Instructions to Tenderers complement the General Rules Governing Tenders version 2.0, the Terms of Use and the Manual for Economic Operators applicable to Government's e-Procurement Platform (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).

No account can be taken of any reservation in the tender as regards the tender document; any disagreement, contradiction, alteration or deviation shall lead to the tender offer not being considered any further.

Prospective tenderers must submit their response to this tender online, at [www.etenders.gov.mt](http://www.etenders.gov.mt), by completing the prescribed tender response format using the Tender Preparation Tool (TPT) provided by the System. Please note that the TPT was recently updated. This means that anyone who has downloaded the TPT in the past will need to download this tool again. If this is not done, the tender package, created using the old version of the tool, will not be accepted by the etenders portal. Therefore, to avoid the inconvenience of having the tender package rejected, please make sure that you fill in the tender structure using the latest version which can be downloaded from the [www.etenders.gov.mt](http://www.etenders.gov.mt) portal. In case of any discrepancy between the requirements contained in this document and those in the tender response format (xml tender structure), the latter shall prevail.

Prospective tenderers take full responsibility to submit their electronic tender response (offer) well before the tender submission deadline in order to avoid last minute upload restrictions. Tender offers must be fully uploaded/accepted by the ePPS prior to the deadline for submission of offers, that is, tenders in transit upon tender submission deadline will be rejected.

- 1.2 The subject of this tender is the implementation and support of an 'Enhanced Automated Reporting Platform' [EARP] for the Malta Gaming Authority [MGA] for the following services:
- The Supply and implementation of an 'off the shelf' Monitoring and Control system that enables the Malta Gaming Authority to capture near real time data from land based gaming devices and sports betting machines in Malta.
  - The solution must also capture data on gaming companies, licenses, sites and gaming devices and transmit player, game and financial data via secure and controlled communication channels.
  - The solution needs to ensure that the gaming data cannot be tampered with.
  - In addition to the implementation of the solution, the supplier needs to include the hardware/ connectivity devices to connect the gaming devices to the MGA system.
  - The tender response needs to include full implementation costs, including roll-out across one thousand five hundred (1,500) devices, End User and Administrator Training and project management.
  - Software Maintenance and support need to be included for three (3) years after

signing of contract (target 2017 through mid 2018 for project implementation and mid 2018 - mid 2021 for maintenance and support).

- 1.3 The place of acceptance of the services shall be at the MGA offices in Malta. The time-limits for delivery shall be 52 weeks for the implementation, roll-out and commissioning of the solution and 36 months for maintenance and support of the solution. The INCOTERM<sup>2010</sup> applicable shall be **Delivery Duty Paid (DDP)**.
- 1.4 This is a global price contract.
- 1.5 This call for tenders is being issued under an open procedure.
- 1.6 This call for tenders is not a reserved contract.
- 1.7 The Contracting Authority for this tender is The Malta Gaming Authority.

## 2. Timetable

2.

|                                                                                                                                                                                                                                                                                                                                      | DATE         | TIME  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------|
| Clarification Meeting (Refer to Clause 6.1).<br><br>This meeting will also be held via conference call. Interested parties can call the following conference call number to attend the call:<br>The participant code is:<br><a href="mailto:it@maltagamingauthority.com">following - it@maltagamingauthority.com</a> .               | 09/06/2017   | 16:00 |
| Workshop (Refer to Clause 6.2)                                                                                                                                                                                                                                                                                                       | Refer to 6.2 | -     |
| Deadline for request for any additional information from the Contracting Authority:<br><br>Clarifications by registered users to be sent online through <a href="http://www.etenders.gov.mt">www.etenders.gov.mt</a>                                                                                                                 | 08/06/2017   | 23.45 |
| Last date on which additional information can be issued by the Contracting Authority                                                                                                                                                                                                                                                 | 14/06/2017   | 23.45 |
| Deadline for Submission of Tenders<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                   | 20/06/2017   | 9:30  |
| Deadline for submission of ORIGINAL bank guarantee (bid bond) - Refer to Clause 8.1 of the Instructions to Tenderers. A scanned copy will be submitted through the ePPS, followed by the submission of the original copy within five (5) working days after the closing date of tender, by post or by hand, to the [address/office]. | 27/06/2017   | 12.00 |
| Tender Opening Session<br>(unless otherwise modified in terms of Clause 10.1 of the General Rules Governing Tendering)                                                                                                                                                                                                               | 20/06/2017   | 10:00 |

\* All times Central European Time (CET)/Central European Summer Time (CEST) as applicable

### **3. Lots**

- 3.1 This tender is not divided into lots, and tenders must bid for the whole of quantities indicated. Tenders will not be accepted for incomplete quantities.

The implementation of the project is to be done in one phase: i.e.: all devices will be rolled out across all local Electronic Gaming Machines [EGMs] within the maximum implementation time of 52 weeks. As such, given the fact that the implementation will be done as one integrated project, the tender can not be divided into lots.

### **4. Variant Solutions**

- 4.1 No variant solutions will be accepted. Tenderers must submit a tender in accordance with the requirements of the tender document.
- 4.2 The rates and prices inserted in the bill of quantities (if applicable) must tally with the conditions laid down in the procurement documents.

### **5. Financing**

- 5 The project is financed from local budget funds.

### **6. Clarification Meeting/Site Visit/Workshop**

- 6.1 A clarification meeting/site visit will be held on the date and time indicated in Clause 2, at the MGA offices at MGA Malta, Building SCM 02-03, Level 4, Smart City Malta, Ricasoli SCM1001, to answer any questions on the tender document which have been forwarded in writing, or are raised during the same meeting. Minutes will be taken during the meeting, and these (together with any clarifications in response to written requests which are not addressed during the meeting) shall be posted online as a clarification note as per Clause 6.1 of the General Rules Governing Tendering (version 2.0).

Meetings between economic operators and the Contracting Authority, other than that provided in this clause during the tendering period are not permitted.

- 6.2 Economic operators may register to attend a workshop that will be organised in collaboration with the Institute for Public Services (Ex-CDRT: Centre for Development, Research and Training) at San Salvatore Bastion, Sa Maison Road, Floriana FRN1610. During this workshop, economic operators will be given the opportunity to familiarise themselves with Government's e-Procurement platform.

Economic operators are to register to attend this workshop by sending an email on [etenders@gov.mt](mailto:etenders@gov.mt) with the name, surname, role within the organisation, and contact details (telephone and email address) of the nominated person.

### **7. Selection and Award Requirements**

In order to be considered eligible for the award of the contract, economic operators must provide evidence that they meet or exceed certain minimum criteria described hereunder.

**(A) Eligibility Criteria**

- (i) An original bid-bond for the amount of twelve thousand, seven hundred and fifty Euro (€12,750) in the form available to peruse from [www.etenders.gov.mt](http://www.etenders.gov.mt).
- (ii) Declare agreement, conformity and compliance with the General Rules Governing Tendering Version 2.0 dated November 2016 in the Tender Response Format (available from [www.etenders.gov.mt](http://www.etenders.gov.mt)).
- (iii) Declare agreement, conformity and compliance with the provisions of the Tenderer's Declaration in Tender Response Format.
- (iv) Declare agreement, conformity and compliance with the provisions of the Statement on Conditions of Employment in Tender Response Format.
- (v) Power of Attorney (*not applicable*).
- (vi) Declaration that following signature of contract by the successful bidder, evidence will be provided in respect of the requirements stipulated regarding Energy Efficiency through the Energy Efficiency Form (*not applicable*).

**(B) Exclusion (including Blacklisting) and Selection Criteria - information to be submitted through the European Single Procurement Document (ESPD)**

- (i) Data Concerning the economic operator to be submitted by filling Part II of the European Single Procurement Document (ESPD). Part II (2A.1 till 2A.13.1) of the ESPD seeks background information about the economic operator. If the information to be submitted has already been submitted when registering with the EPPS, the economic operator in question is to leave the relevant field blank.
- (ii) Part II A Reference 2A.14 till 2A.16.6 need only be filled in if the procurement is Reserved. (*not applicable*)
- (iii) Part II A Reference 2A.17 till 2A.17.3 need only be filled in when the economic operator is part of a group, consortium, joint venture or similar.
- (iv) Part II A Reference 2A.18 need only be filled where the tender is divided into lots. (*not applicable*)
- (v) Data concerning exclusion grounds to be submitted by filling Part III of the European Single Procurement Document (ESPD).
- (vi) Economic Operators must declare that they meet the minimum criteria established hereunder by filling Part IV of the European Single Procurement Document (ESPD). If no Selection Criteria is requested by the Contracting Authority, the relevant part of the ESPD is to be left blank.



(a) Suitability

This section is not applicable for this procurement procedure.

(b) Economic and Financial Standing

The minimum turnover during the past 3 years (being 2014-2016) shall be not less than € 2,000,000 [two million euro] in total. This information shall be included in the ESPD in Question Reference number 4B.1.

(c) Technical and Professional Ability

List of principle deliveries of a similar nature by filling Part IV, 4C 1.2 of the European Single Procurement Document [ESPD].

In the description of each project the bidder is also to include the name of the project and the number of devices deployed, and the particular systems / modules implemented.

The list of principle deliveries is to include projects implemented during the last 3 years (being 2014 - 2016) and is to substantiate the following:

- The minimum number of projects must not be less than 3 for the quoted period;
- The total value of these projects shall not be less than Euro 1 million for the whole period;
- One of the project listed is to have a minimum of 250 EGM installed devices.

This information is to be submitted online through the prescribed tender response format.

In so listing the end clients, the tenderer is giving consent to the Evaluation Committee, so that the latter may, if it deems necessary, to contact relevant clients with a view to obtain from them an opinion on the works provided to them, by the tenderer. The Evaluation Committee reserves the right to request additional documentation in respect of the deliveries listed.

Proportion of contract to be subcontracted, filling Part IV, 4C.10 of the European Single Procurement Document [ESPD]; the maximum amount of subcontracting must not exceed 40% of the total contract value. The main contractor must have the ability to carry out at least 60% of the contract works by his own means.

(d) Quality Assurance Schemes and Environmental Management Standards

This section is not applicable for this procurement procedure

- (vii) Concluding Statements to be submitted by filling Part VI of the European Single Procurement Document (ESPD).

### (C) Technical Specifications

- (i) Tenderer's Technical Offer in response to specifications to be submitted online through the prescribed Tender Response Format and by using the Tender Preparation Tool provided.
- (ii) Literature and Samples as per Form marked 'Literature List' may be requested during the adjudication stage to supplement the technical offer submitted. If requested, the Literature and Samples must be submitted within 5 working days of being notified to do so.

If Samples/Literature are not submitted within the specified timeframe offer will not be considered further.

### (D) Financial Offer

- (i) A financial offer calculated on the basis of **Delivered Duty Paid (DDP)<sup>2010</sup> (Grand Total)** for the services tendered as per Tender Response Format [inclusive of spare parts/after-sales services/maintenance/training as applicable].
- (ii) A filled-in Financial Bid Form (as per document available to download online from [www.etenders.gov.mt](http://www.etenders.gov.mt)) as per Tender Response Format.

#### Notes to Clause 7:

1. *Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee only in the following two circumstances: either incorrect validity date, and/or incorrect value. Rectification is subject to a non-refundable administrative penalty of €50.*
2. *Tenderers will be requested to either clarify/rectify any incorrect and/or incomplete documentation, and/or submit any missing documents within five (5) working days from notification. Rectification in respect of Note 2 is free of charge.*
3. *No rectification shall be allowed. Only clarifications on the submitted information may be requested.*

### 8. Tender Guarantee (Bid Bond)

- 8.1 The tender guarantee is set at twelve thousand, seven hundred and fifty Euro (€12,750) must be an original and valid guarantee presented in the format available to peruse from [www.etenders.gov.mt](http://www.etenders.gov.mt). In the case where a tenderer is submitting multiple offers with different pricing models, only one tender guarantee is required to be submitted but it must be made for the largest amount of the respective offers. The guarantee must be issued by a local Maltese Bank or a Financial Institution licensed by a recognised Financial Regulator in the country where the company is located and who assumes responsibility for claims and payments to the amount as stated above. It must remain valid up to and including. The tender guarantee must be drawn up in the name of Director General Contracts.

A scanned copy will be submitted through the ePPS as indicated in the Tender Response Format, followed by the submission of the original copy within five (5) working days from the closing date of tender, by post or by hand to the Department of Contracts, Notre Dame Ravelin, Floriana, Malta. In the case of a tenderer submitting an offer for one or more lots the tender guarantee, which is made out for the whole amount of the lots being tendered for, is to be uploaded in the space provided under each lot being tendered for in the Tender Response Format.

If the ORIGINAL Tender Guarantee (Bid Bond) is not submitted by the date and time indicated in Clause 2 above, the respective bid will be automatically disqualified. Furthermore, if there is a recurrence of such unprofessional behaviour by the Economic Operator, the Department of Contracts may refer the matter to the appropriate Authority as this will be considered as a ground for professional misconduct.


The tender guarantee (bid bond) is intended as a pledge that the tenderer will not retract his offer up to the expiry date of the guarantee and, if successful, that he will enter into a contract with the CGA/CA on the terms and conditions stated in the tender document. Notwithstanding the aforementioned, although both the deadline for submission of offers and the validity of the offers may be extended in terms of Articles 8 and 10 of the General Rules Governing Tendering respectively, the validity of the tender guarantee (bid bond) shall not be extended.

Tenderers will be requested to clarify/rectify, within five (5) working days from notification, the tender guarantee submitted, only in the following two circumstances: either incorrect validity date, and/or incorrect value. Such rectification/s must be submitted within five (5) working days, and will be subject to a non-refundable administrative penalty of €50. Failure to comply shall result in the tender offer not being considered any further.

## **9. Criteria for Award**

- 9.1 The contract will be awarded to the tenderer submitting the offer with the Best Price/Quality Ratio (BPQR) in accordance with the below.

Each technical offer will be evaluated in accordance with the award criteria and the associated weighting as detailed in the evaluation grid of this tender document (Article 9.3). No other award criteria will be used. The award criteria will be examined in accordance with the requirements as indicated in the Technical Specifications.

The (BPQR) is established by weighing technical quality against price on a 60/40  basis respectively. This is done by multiplying;

- the technical scores awarded to the offers by 0.60
- the financial scores awarded to the offers by 0.40

- 9.2 The evaluation process

At this step of the evaluation process, the Evaluation Committee will analyse the administratively-compliant tenders' technical conformity in relation to the published

Terms of Reference/Technical Specifications (Section 4).

When evaluating technical offers, each evaluator awards for each criterion/sub-criterion a score out of a maximum of 100 in accordance with the technical criteria and any sub-criteria as outlined in the evaluation grid (Article 9.3). The score given to the criterion/sub-criterion (out of 100) will be multiplied by the weighting indicated against each criterion/sub-criterion.

If thresholds are set for each/any of the criteria/sub-criteria by setting a value out of 100, those offers that do not obtain the set threshold for the individual criterion/sub-criterion will be eliminated\*.

Tenderers must achieve an average technical score of 60%. The average technical score is arrived at by adding the individual weighted scores of each evaluator divided by the number of evaluators. Those tenderers that do not obtain the minimum set average technical score will be eliminated.

The offer achieving the highest technical score will be awarded 100% of the technical weight. The other offers will be awarded scores in proportion to the offer with the highest technical score as per below formula;

Technical score =  $\frac{\text{Average Technical Score of the Respective Offer}}{\text{Highest Average Technical Score}} \times \text{Technical Weight}$

The financial offers for tenders which were not eliminated during the technical evaluation (i.e., those which have achieved an average technical score of 60% or more and/or those which have achieved the set threshold for individual criterion/sub-criterion) will be evaluated. The Evaluation Committee will also check that the financial offers contain no arithmetical errors.

The offer with the lowest price will be awarded 100% of the financial weight. The other offers will be awarded scores in proportion to the offer with the lowest price as per below formula;

Financial score =  $\frac{\text{Lowest Priced Offer}}{\text{Financial Offer of the Tender Being Considered}} \times \text{Financial Weight}$

The BPQR will be awarded to the offer that has obtained the highest score after adding the respective technical and financial scores as visualised below;

## Overall Best Price Quality Ratio (BPQR) evaluation

Conclusion of tender evaluation under BPQR:

$$\text{Score}_i = \left( \left( \frac{\text{Tech}_i}{\text{Tech}_{\max}} \times W_{\text{Tech}} \right) + \left( \frac{\text{Fin}_{\min}}{\text{Fin}_i} \times W_{\text{Fin}} \right) \right)$$

Where:

- ◆  $\text{Tech}_i$  is the technical score of the supplier
- ◆  $\text{Tech}_{\max}$  is the maximum technical score achieved amongst all suppliers
- ◆  $\text{Fin}_{\min}$  is the minimum financial price offered amongst all suppliers
- ◆  $\text{Fin}_i$  is the financial price of the supplier
- ◆  $W_{\text{Tech}}$  is the weight of the technical envelope
- ◆  $W_{\text{Fin}}$  is the weight of the financial envelope

### 9.3 BPQR Evaluation Grid

| Criteria/ Sub Criteria                                                                                                                               | Importance             | Maximum Points |
|------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------|----------------|
| <b>Solution Functionality, Features and Design [as per completed Form 1- EARP Requirements]</b>                                                      |                        | 40             |
| • Gaming Companies and Licenses [as per Form 1 item 1.1]                                                                                             | Required               | 4              |
| • Sites and Gaming Machines / Devices [as per Form 1 item 1.2]                                                                                       | Required               | 6              |
| • EGM and Sports Betting Transactional Data [as per Form 1 item 1.3]                                                                                 | Required               | 10             |
| • Reporting [as per Form 1 item 2.1]                                                                                                                 | Required               | 6              |
| • Dashboards [as per Form 1 item 2.2]                                                                                                                | Required               | 4              |
| • Extension: Live Tables, Lotteries and Bingo Halls [as per Form 1 item 1.4]                                                                         | Upgrade - Nice to Have | 5              |
| • Extension: Mobile Solution [as per Form 1 item 2.3]                                                                                                | Upgrade - Nice to Have | 5              |
| <b>Technical and Security Requirements [as per completed Form 1- Technical Requirements]</b>                                                         |                        | 25             |
| • Overall technical infrastructure and roadmap [as per Form 1 item 3.1 and section 4 Tenderer's response]                                            | Required               | 3              |
| • Recommended Infrastructure and cross platform compatibility [servers, OS and databases] [as per Form 1 item 3.1 and section 4 Tenderer's response] | Required               | 3              |
| • Administration and User management [as per Form 1 item 3.2]                                                                                        | Required               | 3              |
| • Software Solution Security [as per Form 1 item 3.3]                                                                                                | Required               | 3              |
|                                                                                                                                                      | Nice to Have           | 1              |
| • Hardware and Connectivity Security[as per Form 1 item 3.4]                                                                                         | Required               | 3              |
|                                                                                                                                                      | Nice to Have           | 1              |
| • Connectivity devices support industry protocols [as per Form 1 item 3.4]                                                                           | Required               | 5              |

|                                                                                                                                                                                                           |          |            |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------|------------|
| • Data Archiving [as per Form 1 item 3.5]                                                                                                                                                                 | Required | 3          |
| <b>Implementation Methodologies [as per Section 4 Tenderer's response]</b>                                                                                                                                |          | <b>10</b>  |
| • Approach to implementation methodology including design, configuration and training. As well as installation of the software and communication devices across the 1,500 EGM and sports betting devices. | Required | 6          |
| • Quality execution processes and testing                                                                                                                                                                 | Required | 4          |
| <b>Service Maintenance and Support [as per Section 4 Tenderer's response]</b>                                                                                                                             |          | <b>15</b>  |
| • Compliance with Service level agreements (SLAs) [as per section 3 of the Special Conditions]                                                                                                            | Required | 5          |
| • Support and maintenance Processes                                                                                                                                                                       | Required | 6          |
| • Confirmation of segregation of duties between commercial / regulatory interests [as per section 3 of the Special Conditions]                                                                            | Required | 4          |
| <b>Project Management Approach and Plan [as per Section 4 Tenderer's response]</b>                                                                                                                        |          | <b>10</b>  |
| • Project management methodology                                                                                                                                                                          | Required | 3          |
| • Technically trained implementation staff - Key experts [as per Form 2]                                                                                                                                  | Required | 4          |
| • Overall project plan and timelines                                                                                                                                                                      | Required | 3          |
| <b>Total Points</b>                                                                                                                                                                                       |          | <b>100</b> |

Please note that the following points allocation will be followed, based on the maximum points allowed for each of the BPQR criteria. The description of exceptional, very good, good, acceptable and unacceptable are listed below.

| Maximum Points | Points Allocation |           |      |            |               |
|----------------|-------------------|-----------|------|------------|---------------|
|                | Exceptional       | Very Good | Good | Acceptable | Un-acceptable |
| 10             | 10                | 7         | 5    | 2          | 0             |
| 8              | 8                 | 6         | 4    | 2          | 0             |
| 6              | 6                 | 4         | 3    | 1          | 0             |
| 5              | 5                 | 3         | 2    | 1          | 0             |
| 4              | 4                 | 3         | 2    | 1          | 0             |
| 3              | 3                 | 2         | 1    | 1          | 0             |
| 1              | 1                 | 1         | 1    | 1          | 0             |

| Classification     | Description                                                                                                                                                                     |
|--------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Exceptional</b> | Matches the minimum requirements and goes by far beyond the expectations (preferable factors) listed in the Terms of Reference - has outstanding functionality and completeness |
| <b>Very Good</b>   | Matches the minimum requirements and goes beyond the expectations (preferable factors) listed in the Terms of Reference - has very good functionality and completeness          |
| <b>Good</b>        | Matches the minimum requirements and also the expectations (preferable factors) listed in the Terms of Reference                                                                |
| <b>Acceptable</b>  | Only matches the very minimum / basic functionality in regards factors listed in the Terms of Reference                                                                         |

|                     |                                                                                                                        |
|---------------------|------------------------------------------------------------------------------------------------------------------------|
| <b>Unacceptable</b> | Unacceptable/disqualified if the required functionality is <u>not</u> met. In this case a score of 0 will be assigned. |
|---------------------|------------------------------------------------------------------------------------------------------------------------|

## SECTION 2 - EXTRACTS FROM THE PUBLIC PROCUREMENT REGULATIONS

### Part X of the Public Procurement Regulations

**270.** Where the estimated value of the public contract exceeds five thousand euro (€5,000) any tenderer or candidate concerned, or any person, having or having had an interest or who has been harmed or risks being harmed by an alleged infringement or by any decision taken including a proposed award in obtaining a contract, a rejection of a tender or a cancellation of a call for tender after the lapse of the publication period, may file an appeal by means of an objection before the Public Contracts Review Board, which shall contain in a very clear manner the reasons for their complaints.

**271.** The objection shall be filed within ten (10) calendar days following the date on which the contracting authority or the Department of Contracts has by fax or other electronic means sent its proposed award decision or the rejection of a tender or the cancellation of the call for tenders after the lapse of the publication period.

**272.** The communication to each tenderer or candidate concerned of the proposed award or of the cancellation of the call for tenders shall be accompanied by a summary of the relevant reasons relating to the rejection of the tender as set out in regulation 242 or the reasons why the call for tenders is being cancelled after the lapse of the publication period, and by a precise statement of the exact standstill period.

**273.** The objection shall only be valid if accompanied by a deposit equivalent to 0.50 per cent (0.50%) of the estimated value set by the contracting authority of the whole tender or if the tender is divided into lots according to the estimated value of the tender set by the contracting authority for each lot submitted by the tenderer, provided that in no case shall the deposit be less than four hundred euro (€400) or more than fifty thousand euro (€50,000) which may be refunded as the Public Contracts Review Board may decide in its decision.

**274.** The Secretary of the Public Contracts Review Board shall immediately notify the Director and, or the contracting authority, as the case may be, that an objection had been filed with his authority thereby immediately suspending the award procedure.

**275.** The Department of Contracts or the contracting authority involved, as the case may be, shall be precluded from concluding the contract during the period of ten (10) calendar days allowed for the submission of appeals. The award process shall be completely suspended if an appeal is eventually submitted.

**276.** The procedure to be followed in submitting and determining appeals as well as the conditions under which such appeals may be filed shall be the following:

- (a) any decision by the General Contracts Committee or the Special Contracts Committee or by the contracting authority, shall be made public by affixing it to the notice-board of the Department of Contracts or of the office of the contracting authority, as the case may be, or by uploading it on government's e-procurement platform prior to the award of the contract if the call for tenders is administered by the Department of Contracts;
- (b) the appeal of the complainant shall also be affixed to the notice-board of the Public Contracts Review Board and shall be communicated by fax or by other electronic means to all participating tenderers;
- (c) the contracting authority and any interested party may, within ten (10) calendar days from the day on which the appeal is affixed to the notice board of the Department of Contracts or of the contracting authority and uploaded where applicable on the government's e-procurement platform, file a written reply to the appeal. These replies shall also be affixed to the notice board



of the Public Contracts Review Board and where applicable they shall also be uploaded on the government's e-procurement platform;

- (d) within three (3) working days of the publication of the replies, the Secretary of the Public Contracts Review Board shall prepare a report (the analysis report) analysing the appeal and any reply to it. This report shall be circulated to the persons who file an appeal and to all parties who submitted a reply to the appeal;
- (e) after the preparatory process is duly completed, the Director or the Head of the contracting authority shall within ten (10) days forward to the chairman of the Public Contracts Review Board all documentation pertaining to the call for tenders in question including files, tenders submitted, copies of deposit receipts and any motivated letter;
- (a) the secretary of the board shall inform all the participants of the call for tenders, the Department of Contracts and the contracting authority of the date or dates, as the case may be, when the appeal will be heard;
- (b) when the oral hearing is concluded, the Public Contracts Review Board, if it does not deliver the decision on the same day, shall reserve decision for the earliest possible date to be fixed for the purpose, but not later than six (6) weeks from the day of the oral hearing:  
Provided that for serious and justified reasons expressed in writing by means of an order notified to all the parties, the Public Contracts Review Board may postpone the judgment for a later period;
- (c) the secretary of the board shall keep a record of the grounds of each adjournment and of everything done in each sitting;
- (d) after evaluating all the evidence and after considering all submissions put forward by the parties, the Public Contracts Review Board shall decide whether to accede or reject the appeal.

## SECTION 3 - SPECIAL CONDITIONS

These conditions amplify and supplement, if necessary, the General Conditions governing the contract. Unless the Special Conditions provide otherwise, those General Conditions remain fully applicable. The numbering of the Articles of the Special Conditions is not consecutive but follows the numbering of the Articles of the General Conditions. Other Special Conditions should be indicated afterwards.

### ***Article 2: Notices and Written Communications***

- 2.2 Further to what is being stated in the General Conditions, all questions regarding this document should be directed to [tenders.mga@mga.org.mt](mailto:tenders.mga@mga.org.mt). MGA's address for any physical communications is:

MGA Malta,  
Building SCM 02-03, Level 4,  
Smart City Malta,  
Ricasoli SCM1001,  
Malta

### ***Article 5: Supply of Information***

- 5.1 As per General Conditions for Service Contracts

### ***Article 6: Assistance with Local Regulations***

- 6.1 As per General Conditions for Service Contracts

### ***Article 7: Obligations of the Contractor***

- 7.12 The Contractor shall, within 15 calendar days of receipt of the contract, sign and date the contract and return it together with a copy of the Performance Guarantee. The Contractor is further obliged to forward the original performance guarantee to the Contracting Authority. The Contracting Authority will not affect any payment to the contractor until the performance guarantee is submitted. The amount of the guarantee shall be 4% where the amount of the total contract value is between €10,000 and €500,000 ex VAT, and 10% where the amount of the total contract value is €500,000 or above.

In the case that the value of the contract does not exceed €10,000, no performance guarantee is required. Where the contract is a Framework Contract, the Special Conditions may allow for the performance guarantee to cover the yearly/annual total contract value.

Economic operators have the possibility to provide the Contracting Authority with a Single Bond covering the performance guarantees for all the contracts with the same Contracting Authority. If an additional contract is awarded to a given contractor, which results in an economic operator's current Cumulative Contracts Value to go beyond the contract value range currently covered by the single bond, the contractor is to be requested to: either submit a separate Performance Guarantee for the additional contract; or else submit a new Single Bond to cover the new total contracts value.

The performance guarantee shall be held against payment to the Contracting Authority for any loss resulting from the Contractor's failure to perform his contractual obligations fully and properly.

The performance guarantee shall be in the format given by the Contracting Authority, and must be provided in the form of a bank guarantee. **The Contracting Authority will not effect any payment to the Contractor until the performance guarantee and or the single bond has been submitted.**

### ***Article 10: Administrative and Financial Penalties***

- 10.3 A penalty of 20% of the annual maintenance support costs shall be charged to the Contractor if the annual service levels do not meet the established service level criteria as outlined in this Tender Document and/or the service is found to be seriously lacking in quality and if the Contractor breaches any of the conditions stipulated in this Tender Document.

### ***Article 11: Specifications and Designs***

- 11.1 As per General Conditions for Service Contracts.

### ***Article 12: Indemnification***

- 12.1 As per General Conditions for Service Contracts.

### ***Article 13: Medical, Insurance and Security Arrangements***

- 13.1 As per General Conditions for Service Contracts.

### ***Article 14: Intellectual and Industrial Property Rights***

- 14.1 As per General Conditions for Service Contracts.

### ***Article 15: Scope of the Services***

- 15.1 The scope of the services is defined in Section 4 (Terms of Reference)

### ***Article 16: Personnel and Equipment***

- 16.3 As per General Conditions.

### ***Article 17: Replacement of Personnel, and Trainees***

- 17.1 As per General Conditions.

### **Article 18: Execution of Contract**

- 18.1 This contract shall enter into force upon the last signature of the contract.
- 18.2 The performance period will be valid for three years which includes implementation and service, maintenance and support.

### **Article 19: Delays in Execution and Service Level Penalties**

- 19.8 A penalty of hundred Euro (€100) per calendar day up to a limit of 20% of the total contract value shall be charged to the Contractor if the successful contractor fails to satisfactorily provide the services as requested in this Tender Document against stipulated timelines and/or the service is found to be seriously lacking in quality and if the Contractor breaches any of the conditions stipulated in this Tender Document.

Service level agreements and support levels will be as per the following table

| Defect Priority | Description                                                                                                                                                                                                                                                                            | Maximum Response Time                                                                                   | Maximum Resolution Time                                                            |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| P1              | Showstopper defect. Critical application errors that result in the application not being able to be launched, or that have a critical impact of the effective running of the application.                                                                                              | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 12 Hours (including weekends and public holidays) from the raising of the incident |
| P2              | Application errors that result in only a module or portion of the application not being able to be launched, or that have a moderate impact of the effective running of the application.<br><br>Any failure of transmission of data originating from a device [EGM or sports betting]. | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 48 Hours (including weekends and public holidays) from the raising of the incident |
| P3              | Application errors that result in only a minor impact of the effective running of the application, and for which work around solutions exist                                                                                                                                           | 1 day from the time that the incident is raised by the client (excluding weekends and public holidays)  | 10 days from the raising of the incident                                           |

The following penalties for those incidents that are solely the responsibility of the supplier will apply:

- P1: A penalty of 5% of the monthly service maintenance and support costs for every hour beyond the maximum defect resolution Time
- P2: A penalty of 5% of the monthly service maintenance and support costs for every day [24 hours] beyond the maximum defect resolution Time

- P3: A penalty of 5% of the monthly service maintenance and support costs for every week [7 days] beyond the maximum defect resolution Time

## ***Article 20: Modifications of the Contract***

- 20.1 Any modification of the contract must be set out in writing in an addendum, to be concluded on the same terms as the original contract. Such modification must be justified in terms of part VIII of the procurement regulations. If the request for an amendment comes from the Contractor, the latter must submit such a request to the Contracting Authority at least 40 days before the amendment is intended to enter into force.
- 20.2 Unless otherwise allowed in the Public Procurement Regulations the contractor and the contracting authority cannot proceed with the modification unless the prior approval or permission of the director is obtained.
- 20.3 Any modification carried out against the expressed refusal of the Director shall be deemed to be founded on unlawful consideration and the contractor shall have no right for compensation with respect to that modification unless he shows that he was unaware of the refusal of the Director
- 20.4 The Project Manager shall, subject to the provisions of the Public Procurement Regulations, have the power to order any variation to any part of the services necessary for the proper execution of the contract, without changing the object or scope of the contract. Such modifications may include additions, omissions, substitutions, changes in quality, quantity, specified sequence, method or timing of performance of the services.
- 20.5 Subject to what is stated in the procurement regulations the repetition of services shall be capped at a percentage that is to be specified in the special conditions. If such capping is not identified in the special conditions, it shall be automatically capped at 30% of the contract value. The prerogative to order such repetition of services shall vest in the contracting authority and if not used the contractor shall have no claim against Government.
- 20.6 Subject to what is stated in the procurement regulations the additional services (i.e. new services not included in the original tender) shall be capped at 50% of the contract value.
- Such services shall on be used in the following instances:
- If there is a change in the number of EGMs that are installed in the market.
  - If there are additional services required which include additional reporting or functionality.
- 20.7 Provided that before ordering additional services the contracting authority shall obtain the approval of the Director for the rates to be used.

Subject to what is stated in the Public Procurement Regulations, prior to any administrative order for modification, the Project Manager shall notify the Contractor of the nature and form of such modification. As soon as possible, however not later than 5 days after receiving such notice, the Contractor shall submit to the Project Manager a written proposal containing:

- a) a description of the service to be performed or the measures to be taken and a programme for execution; and
- b) any necessary modifications to the programme of performance or to any of the Contractor's obligations under the contract including modifications to the price; and
- c) For a fee-based contract, any adjustment to the contract value in accordance with the following principles:
  - (i) where the task is of similar character and executed under similar conditions to an item priced in the budget breakdown the equivalent numbers of working days shall be valued at the fee rates contained therein;
  - (ii) where the task is not of a similar character or is not executed under similar conditions, the fee rates in the contract shall be applied to the estimated numbers of working days so far as is reasonable, failing which, a fair estimation shall be made by the Project Manager;
  - (iii) where a variation is necessitated by a default or breach of contract by the Contractor, any additional cost attributable to such variation shall be borne by the Contractor.

20.8

20.9

Following the receipt of the Contractor's proposal, the Project Manager shall decide as soon as possible whether or not the modification shall be carried out. If the Project Manager decides that the modification shall be carried out he shall issue the administrative order stating that the modification is to be carried out, under the conditions given in the Contractor's proposal or as modified by the Project Manager in accordance with Article 20.5.

20.10

On receipt of the administrative order requesting the modification, the Contractor shall proceed to carry out the modification. The modification in question shall form an integral part of this contract.

20.11

The Contracting Authority shall give written notification to the Contractor of the name and address of the Project Manager. The Contractor shall give written notification to the Contracting Authority of the name and address of its contact, bank account and auditor for the contract..

20.12

The Contracting Authority shall have the right to oppose the Contractor's choice of bank account or auditor.

All payments made by the Contracting Authority into the bank account specified in the contract will have liberating effect.

Any change to the contract which has not been made in the form of an administrative order or an addendum shall be considered null and void.

### ***Article 21: Working Hours***

21.1

As per General Conditions.

### ***Article 22: Information***

22.1

As per General Conditions.

### ***Article 23: Verification and Checks***

23.1 As per General Conditions.

***Article 24: Interim and Final Progress Reports***

24.1 Further to the provisions of the General Conditions, a monthly progress report is to be submitted for the key deliverables in written / electronic format.

***Article 25: Approval of Reports and Documents***

25.1 As per General Conditions.

***Article 26: Payments and Interest on Late Payment***

26.1 This is a fee based (unit price) contract.

Payments will be made against an original signed invoice which is to be countersigned, verified and certified correctly by the Contracting Authority.

The payments will be effected according to the following schedule, subject to the provisions of Articles 28 to 33 of the General Conditions:

- Monthly payments based on the ratio of actual number of EGM devices successfully connected.
- Payment for other implementation services, including training, will be made when the Provisional Acceptance Certificate is agreed to and signed.
- Support service payments will be paid in annual installments at the beginning of each service year and after the Provisional Acceptance Certificate is agreed to and signed.

26.2 Payments are to be effected in the maximum period of thirty (30) days from receipt of the invoice, failing which the provision of the Late Payment Directive will come into effect (30 days as per General Conditions).

***Article 27: Financial Guarantee***

27.1 Not applicable.

***Article 28: Black Listing***

28.1 As per General Conditions

***Article 29: Recovery of Debts from the Contractor***

29.1 As per General Conditions

**30.1**      ***Article 30: Revision of Prices***

Provided that, tender prices in respect of hourly or daily rates, will be revised should Cost of Living Adjustment (COLA) and any other increases determined by Government in respect of its policies be authorised between the closing date of the call for tenders and the conclusion of the contract (as applicable).

***Article 39: Further Additional Clauses***

**39.1**      **Subcontracting**

Subcontractors shall satisfy the eligibility criteria applicable for the award of the contract and shall not fall under the exclusion criteria described in the tender dossier.

Provided that the Contractor shall at any time be responsible for the acts, defaults and negligence of its subcontractors and their agents or employees, as if they were the acts, defaults or negligence of Contractor, its agents or employees. The approval by the Contracting Authority of the subcontracting of any part of the contract or of the subcontractor to perform any part of the tasks shall not relieve the Contractor of any of its obligations under the contract.

Provided further that if a subcontractor is found by the Contracting Authority to be incompetent in discharging its duties, the Contracting Authority may request the Contractor forthwith, either to provide a subcontractor with qualifications and experience acceptable to the Contracting Authority as a replacement, or to resume the implementation of the tasks itself.

**Conflict of Interest**

**39.2**

The Contractor shall take all necessary measures to prevent or end any situation that could compromise the impartial and objective performance of the contract. Any conflict of interests which may arise during performance of the contract shall be notified to the Contracting Authority without delay. In the event of such conflict, the Contractor shall immediately take all necessary steps to resolve it.

The Contractor shall refrain from any contact which would compromise its independence or that of its personnel.

The Contractor shall be required to provide a list of customers operating in the Maltese jurisdiction on an annual basis.

**Warranty obligations**

**39.3**

The warranty period will be for the duration of the contract.

The Contractor shall warrant that the supplies are new, unused, of the most recent models and incorporate all recent improvements in design and materials, unless otherwise provided in the contract. The Contractor shall further warrant that all supplies shall have no defect arising from design, materials or workmanship.

The Contractor shall be responsible for making good any defect in, or damage to, any



part of the supplies which may appear to occur during the warranty period and which:

- i) Results from the use of defective materials, faulty workmanship or design of the Contractor; and/or
- ii) Results from any act or omission of the Contractor during the warranty period; and/or
- iii) Appears in the course of an inspection made by, or on behalf of, the Contracting Authority.

#### After Sales Services

### 39.4

The contractor shall also provide and secure the provision of reliable and regular after sales service for a period of three (3) years after Provisional Acceptance.

- 1<sup>st</sup> level support shall be available 24 hours a day, 365 days per year for the duration of the contract
- The contractor must maintain a local office, company, subcontractor or agent, for the after sale support services for the duration of the contract.
- Service level agreements and support levels will be as per the following table

| Defect Priority | Description                                                                                                                                                                                                                                                                            | Maximum Response Time                                                                                   | Maximum Resolution Time                                                            |
|-----------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------|
| P1              | Showstopper defect. Critical application errors that result in the application not being able to be launched, or that have a critical impact of the effective running of the application.                                                                                              | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 12 Hours (including weekends and public holidays) from the raising of the incident |
| P2              | Application errors that result in only a module or portion of the application not being able to be launched, or that have a moderate impact of the effective running of the application.<br><br>Any failure of transmission of data originating from a device [EGM or sports betting]. | 1 hour from the time that the incident is raised by the client (including weekends and public holidays) | 48 Hours (including weekends and public holidays) from the raising of the incident |
| P3              | Application errors that result in only a minor impact of the effective running of the application, and for which work around solutions exist                                                                                                                                           | 1 day from the time that the incident is raised by the client (excluding weekends and public holidays)  | 10 days from the raising of the incident                                           |

Unless otherwise agreed between the parties, the following penalties for those incidents

that are solely the responsibility of the supplier will apply:

- P1: A penalty of 5% of the monthly service maintenance and support costs for every hour beyond the maximum defect resolution Time
- P2: A penalty of 5% of the monthly service maintenance and support costs for every day [24 hours] beyond the maximum defect resolution Time
- P3: A penalty of 5% of the monthly service maintenance and support costs for every week [7 days] beyond the maximum defect resolution Time

### **39.5 Segregation of Duties**

The Contractor shall warrant that there is clear and auditable segregation of duties and data between any regulatory customers and interests, such as the Contracting Authority, and any commercial customers and interests. These segregation of duties need to be documented and communicated on an annual basis. The Contracting Authority has the right to commission an audit of the Contractor regarding segregation of duties as and when required.

### **39.6 Final Acceptance**

Upon expiry of the warranty period or, where there is more than one such period, upon expiry of the latest period, and when all defects or damage have been rectified, the Project Manager shall issue the Contractor a final acceptance certificate, with a copy to the Central Government Authority, stating the date on which the Contractor completed his obligations under the contract to the Project Manager's satisfaction. The final acceptance certificate shall be issued by the Project Manager within 30 days of the expiry of the warranty period or as soon as any repairs ordered under Article 32 have been completed to the satisfaction of the Project Manager.

The contract shall not be considered to have been performed in full until the final acceptance certificate has been signed or is deemed to have been signed by the Project Manager.

Notwithstanding the issue of the final acceptance certificate, the Contractor and the Contracting Authority shall remain liable for the fulfilment of any obligation incurred under the contract prior to the issue of the final acceptance certificate which remains unperformed at the time that final acceptance certificate is issued. The nature and extent of any such obligation shall be determined by reference to the provisions of the contract.

## SECTION 4 - TECHNICAL SPECIFICATIONS/TERMS OF REFERENCE

### Terms of Reference

**Note:**

Where in this tender document a standard, label or brand is quoted, it is to be understood that the Contracting Authority will accept equivalent standards. However, it will be the responsibility of the respective bidders to prove that the standards they quoted are equivalent to the standards, labels or brands requested by the Contracting Authority.

#### **1. Background Information**

##### **1.1 - Beneficiary Country**

Malta

##### **1.2 - Central Government Authority**

Department of Contracts

##### **1.3 - Contracting Authority**

###### **Malta Gaming Authority**

The Malta Gaming Authority (MGA) fuses the commercial needs of operators with a deep understanding of gaming legislation and practice. As the single regulatory body responsible for the governance of all gaming activities in Malta, it is considered by many to be the preferred global remote gaming regulator. The Authority presents a top-notch regulatory environment, coupled with technical capabilities, which allows it to offer a world class service.

According to the enactment of the Lotteries and Other Games Act, 2001, the MGA's mission statement is:

“To regulate competently the various sectors of the gaming industry that fall under the Authority by ensuring gaming is fair and transparent to the players, preventing crime, corruption and money laundering and by protecting minor and vulnerable players.”

The Gaming Industry has evolved from the static structure of brick and mortar casinos to the innovation of iGaming that relies on high-tech innovations to increase player interactivity and make it possible for gaming to be available anytime and anywhere.

These developments have led to new challenges when it comes to defining the conceptual legal parameters. Regulators are increasingly recognising the importance of having an effective and holistic, legislative framework and corporate structure that enables them to face new challenges head-on.

The Lotteries and Other Games Act, 2001 was established to bring all gaming activities, with the exception of land-based casinos, under one comprehensive legislative instrument. This enactment vested the Authority with an array of tools to implement its regulatory function effectively.

## 1.4 - Relevant Country Background

The determination of the Maltese authorities to develop a strong iGaming industry, together with the Malta Gaming Authority's (MGA) pro-active approach to the inevitable changes in the sector, have created a stable and attractive regulatory environment for this sector to flourish.

In 2004, Malta became the first EU Member State to enact comprehensive legislation on remote gaming, and industry stakeholders consider Malta as one of the foremost tried and tested jurisdictions in the world.

With a sound jurisdiction that steers clear of bureaucracy and that has a proven track record, the iGaming industry in Malta is continuing to build on its successful trajectory. The next three years will see the sector, as certain regulations are re-visited and new schemes intended to sustain the industry's rapid growth are introduced.

The number of licensees, both local and overseas, operating under a Maltese gaming legislation which number continues to increase consistently year-on-year as does the influx in gaming operators setting up shop locally, benefitting from the advanced technical capability and relatively low labour costs of the local workforce.

As jurisdictions try to catch up by adopting Malta's regulatory approach, the MGA, together with the Maltese authorities, continues its mission to create the right environment for gaming operators to feel safe and protected.

A consistent approach to regulation, together with the launch of Gaming Malta and the Gaming Academy, will ensure that Malta will continue to be considered by the gaming industry as a centre of excellence -both as a gaming jurisdiction as well as a dynamic economic hub for iGaming and its ancillary services.

## 1.5 - Current State of Affairs in the Relevant Sector

Malta has become a global hub for Gaming companies and has repeatedly demonstrated increased growth backed by strong figures in an industry responsible for significantly contributing to the country's Gross Domestic Product (GDP).

Whilst recognising the success that the industry enjoys today, The Malta Gaming Authority needs to continue to focus on future stability, integrity and compliance. These are becoming ever more important with the increasing rate of global change and with emergent technologies.

Today the MGA relies solely on information submitted by the Operators using reporting processes that are often manual or produced on an ad-hoc basis, often resulting in incomplete or potentially outdated data.

## 1.6 - Supporting Information

For general information on MGA, please refer also to [www.mga.org.mt](http://www.mga.org.mt)

## **2. Contract Objectives and Expected Results**

### 2.1 - Overall Objectives

The Malta Gaming Authority (MGA) is issuing this Invitation to Tender after the public consultation on the Enhanced Automated Reporting Platform (EARP) for Land Based Electronic Gaming and Sports Betting Machines in Casinos and Gaming Parlours.

The MGA's objective is to continue to improve on compliance by leveraging technology to drive

further benefits to the industry in general and the Operators in particular. It is essential that the MGA be equipped with the tools to effectively monitor compliance and enhance reporting. This includes access to data to perform analytics, the ability to process information quickly and the elimination of cumbersome and inefficient manual processes. In addition, the MGA needs to work within internationally recognised standards and to provide a highly secure infrastructure.

The recommended solution that the MGA proposed in both pre-consultation meetings as well as a consultation paper was a need to strike the right balance between obtaining very detailed, frequent and high volumes of data and the current situation of infrequent, incomplete and manually intensive data reporting. The objective is to obtain 'the right balance of data', to minimise the burden and costs to the operator yet still ensuring the base of required data for the Authority. The MGA's intent is not to gather any additional data that it does not need for compliance and reporting purposes, thus mitigating any potential risk to the jurisdiction triggered by the introduction of the EARP platform and the possible burden that it can place on operators.

## 2.2 - Specific Objectives

High level benefits and objectives include:

- The streamlining of current compliance and reporting processes;
- A reduction of complexities in compliance reporting and investigations;
- Reduced manual effort for both the Operator and the MGA;
- An increase in industry productivity and efficiency, including faster turnaround of queries and investigations;
- A supply of timely alerts and analytics for both the MGA and the Operator to support decision-making;
- A transparent process between the Operator and the MGA;
- Improved data and reporting on the industry and its verticals;
- A robust compliance framework through the use of periodic automated reports;
- Player and Operator protection;
- Ensure responsible gaming across all operators
- The protection of industry reputation.

Several Land-Based Gaming Machine Operators have systems in place to manage and monitor gaming devices. Where possible, the MGA intends to leverage data from these systems and / or provide a solution for the land Based Operators to use for their monitoring and reporting purposes.

## 2.3 - Results to be Achieved by the Vendor

The proposed system will be structured around the following key areas:

1. Core system including data on the gaming companies, the licenses, sites and installed machines and devices;
2. Transactional data from the electronic gaming machines [EGMs] at soft meter level;
3. Transactional data from locally installed sport betting machines at transaction/game play level;
4. Secure connectivity to the electronic and sports betting machines and devices, including where possible, live tables;
5. Intelligent alerts, reporting and analytics in order to get the bigger picture, identify trends and changes in patterns, so that risks can be managed and incidents related to financial crime mitigated.

The vendor needs to ensure successful, on time completion of the project which will include:

- a. Installation of the solution at MGA's hosted environment [only if applicable for an 'on premise' installation] or provision of access if the solution is cloud based.

- b. Full implementation of the solution including configuration, testing and training of MGA users;
- c. Roll-out of the solution and installation across the Malta land-based one thousand five hundred (1,500) EGM and sports betting machines. The split is approximately 1,450 Electronic Gaming and 50 Sports Betting machines.

### **3. Assumptions and Risks**

#### **3.1 - Assumptions Underlying the Project Intervention**

The key project assumptions are:

- A 'common off the shelf' [COTS] solution exists;
- The supplier can propose either Software as a Service, Private / Public Cloud Based or on Premise Hosting Models.
- Availability of supplier expertise and resources;
- Proximity of support for ongoing maintenance and service levels;
- Availability of connectivity devices for the Malta based land-based electronic gaming and sports betting machines and devices.

#### **3.2 - Risks**

The key project risks are:

- Delays in project delivery due to lack of or insufficient resources by the contracting authority or the supplier;
- Lack of availability of connectivity devices for the Malta based gaming machines and devices;
- Quality of delivery not to the desired standards;
- Lack of robustness and flexibility of the overall technical architecture;
- Technical limitations based on technical or infrastructure constraints;
- Security risks in terms of data transmission;

### **4. Scope of the Work**

#### **4.1 - General**

##### **4.1.1 Project Description**

The scope of the project is the implementation and support of an enhanced automated reporting platform which will obtain, in near real time, transactional data from all Malta based gaming machines and devices and transmit this data in a secure and tightly controlled manner to the Malta Gaming Authority for compliance monitoring and reporting purposes. The project will include data on the gaming companies operating in Malta, their licenses, their sites and the installed gaming machines and devices.

From a technical perspective, the project will also include all aspects of connectivity to the gaming companies' devices for the secure transmission of data. This may include a 'connectivity device' which is embedded in the gaming machine or sports betting machine which will extract the soft meter data for transmission. Currently, Malta has approximately one thousand five hundred (1,500) electronic gaming and sports betting machines and devices, the roll-out and connectivity of these 1,500 devices forms part of the scope of this project.

Furthermore, the solution needs to include intelligent reporting, dashboards and analytics on the gaming data, in order to manage compliance, trigger alerts, identify trends and changes in patterns and provide a full overview for the authority. This will ensure player protection, as well as protection of the industry as a whole, with the objective of mitigating risks and incidents related to abuse or crime.

The opportunity exists to include remote gaming as a potential follow-on project, as such the MGA is also looking to understand whether suppliers have remote gaming solutions in addition to the land based EGM solution, of which the latter is the scope of this tender.

#### 4.1.2 *Geographical Area to be covered*

Malta

#### 4.1.3 *Target Groups*

All Maltese 'landbased' gaming operators, specifically Malta Based Gaming Parlors, Casino's and other gaming establishments.

### 4.2 - Specific Activities

Please refer to the **Form 1 - Requirements** for a comprehensive description the specific requirements of the solution. This form needs to be completed and submitted as part of the tender response.

#### ***Maintenance Service and Support Requirements***

The application needs to be delivered within 52 weeks from commencement and all system bugs and errors need to be rectified within the same warranty period of 52 weeks.

Service support needs to be within 24x7 365 days per year for the contract duration.

*Application Sizing for licensing and cost purposes.*

The expected number of users for the application is ten (10), but can increase if there are changes in the contracting organisation size or roles. The expected number of land-based gaming operators, for the sizing of the database, is twenty (20), with a total of approximately one thousand five hundred (1,500) connected machines of which 50 are sports betting machines and 1,450 are Electronic Gaming Machines [EGMs]. There is the possibility of installing less devices for the connected machines if synergies can be obtained with the current connections [SMIBs] in the EGMs.

It is expected that at least two (2) years of data and audit logs will be retained on the primary environment with up to ten (10) years of data in the archived environment.

### 4.3 - Project Management

#### 4.3.1 *Responsible Body*

Malta Gaming Authority

#### 4.3.2 *Management Structure*

The project will be governed by a Project Board which will act as a steering committee for the duration of the project.

The project will be led by a project manager, and will have the support of a project team, whose responsibility will be the finalisation of requirements, testing and loading of data onto the new system, as well as support during roll out across all gaming companies and devices.

4.3.3 *Facilities to be provided by the Contracting Authority and/or other parties*

Not applicable

5. Logistics and Timing

5.1 - Location

Malta

5.2 - Commencement Date & Period of Execution

The intended commencement date is from the last date of signature on contract and the period of execution of the project will be a maximum of 52 weeks from the commencement date. Furthermore, three (3) years of service and maintenance support need to be included in the contract, which will commence upon successful completion of the project and the issuance of the Provisional Acceptance Certificate.

Article 17 of the Special Conditions will determine the actual commencement date and period of execution.

6. Requirements

6.1 - Personnel

6.1.1 *Other Experts*

CVs for experts other than the key experts are not examined prior to the signature of the contract. They should not have been included in tenders.

The chosen supplier shall select and hire other experts as required according to the profiles identified in the Organisation & Methodology and/or these Terms of Reference. For the purposes of this contract, international experts are considered to be those whose permanent residence is outside the beneficiary country while local experts are considered to be those whose permanent residence is in the beneficiary country.

The chosen supplier should pay attention to the need to ensure the active participation of local professional skills where available, and a suitable mix of international and local staff in the project teams. All experts must be independent and free from conflicts of interest in the responsibilities accorded to them.

The selection procedures used by the chosen supplier to select these other experts shall be transparent, and shall be based on pre-defined criteria, including professional qualifications, language skills and work experience. The findings of the selection panel shall be recorded. The selection of experts shall be subject to approval by the Contracting Authority.

6.1.2 Support Staff and Backstopping

Not applicable.

6.2 - Accommodation

Office accommodation of a reasonable standard and of approximately ten (10) square metres for each expert working on the contract is to be provided by the supplier.



### 6.3 - Facilities to be provided by the Chosen Supplier

The chosen supplier shall ensure that experts are adequately supported and equipped. In particular it shall ensure that there is sufficient administrative, secretarial and interpreting provision to enable experts to concentrate on their primary responsibilities. It must also transfer funds as necessary to support its activities under the contract and to ensure that its employees are paid regularly and in a timely fashion.

If the chosen supplier is a consortium, the arrangements should allow for the maximum flexibility in project implementation. Arrangements offering each consortium partner a fixed percentage of the work to be undertaken under the contract should be avoided.

### 6.4 - Equipment

No equipment is to be purchased on behalf of the Contracting Authority / beneficiary country as part of this service contract or transferred to the Contracting Authority / beneficiary country at the end of this contract. Any equipment related to this contract which is to be acquired by the beneficiary country must be purchased by means of this tender procedure.

## 7. Reports

### 7.1 - Reporting Requirements

*(Please refer/peg to Article 26 of the Special Conditions)*

Interim progress reports must be prepared every month during the period of execution of the contract. They must be accompanied by a corresponding invoice.

There must be a final progress report and final invoice at the end of the period of execution. The final progress report must be submitted at least one (1) month before the end of the period of execution of the contract. Note that these interim and final progress reports are additional to any required in Section 4.2 of these Terms of Reference.

### 7.2 - Submission & approval of progress reports

Two copies of the progress reports referred to above must be submitted to the Project Manager identified in the contract. The progress reports must be written in English. The Project Manager is responsible for approving the progress reports.

## 8. Monitoring and Evaluation

### 8.1 - Definition of Indicators

The performance indicators for the project will be based on:

- Timely delivery against stated project milestones, measured by milestones being met on time as per the mutually agreed project plan;
- Completeness of the solution, measured by the successful delivery of all requirements in the scope of the project as per the mutually agreed scope of services and as documented in this tender;
- Overall quality of the final solution, measured in number of outstanding issues/ bugs prior to going live;
- Successful roll-out of the solution across all 1,500 Malta based electronic gaming and sports betting machines;
- Overall ongoing service support, measured by the supplier service levels.

## **9. Tenderer's Technical Offer (Organisation & Methodology)**

The following topics need to be addressed by the tender in the submission. Specifically, the tenderer needs to include detailed information on each of the below.

The documentation provided by the tenderer will be used to determine the scoring for the BPQR criteria. The full list of required literature is outlined in Form 3 'Literature List'

### **9.1 Overall Approach and Rationale**

- A description of the overall approach for the project. Include any comments on the Terms of reference of importance for the successful execution of activities, in particular its objectives and expected results, thus demonstrating the degree of understanding of the contract. Any comments contradicting the Terms of reference or falling outside their scope will not form part of the final contract
- An opinion on the key issues related to the achievement of the contract objectives and expected results
- An explanation of the risks and assumptions affecting the execution of the contract

### **9.2 Solution Functionality, Features and Roadmap [Literature List 1.1]**

- High level design of key aspects of the system.
- Detailed product functionality, including a description for each of the key application modules and hardware / device components.
- High level data architecture.
- Detailed technical architecture, in particular product information on the security, controls and connectivity between the various types of devices [EGM and Sports Betting] and the MGA EARP solution.
- Applicable security protocols and regulatory certifications.
- Overall vision and future roadmap for the solution, with information on planned functionality, upcoming releases and support for new technologies
- Illustrations or diagrams are also welcome and encouraged.
- Information on extensions or additional modules to the solution, such as extensions for lotteries and / or compliance reporting of online/remote gaming.

### **9.3 Implementation Methodologies [Literature List 1.2 and 1.3]**

Approach and implementation methodologies including:

- Demonstrable design, development and implementation methodology, include any relevant industry recognized standards or certifications if applicable,
- Quality implementation processes including roll-out and installation across the 1,500 EGM and sports betting devices,
- Quality execution processes including testing, data migration and transfer and training; include any relevant industry recognized standards or certifications, if applicable

- Suppliers must be able to demonstrate how they will configure, implement and support this project. They can either provide samples from projects of a similar nature. Replies may reference on-line content or examples, although all relevant url's must be included for access from within the documented response.
- Illustrations or diagrams are also welcome and encouraged.

#### 9.4 Project Management Approach and Plan [Literature List 1.4 and 1.5]

- An outline of the approach proposed for project implementation of the core system.
- An outline of the roll-out approach for the 1,500 EGM and sports betting machines. These EGMs are currently installed across 8 operators who operate a combination of Casinos and Gaming Parlours, however the number of operators is not restrictive to the scope of this tender.
- A list of the proposed activities considered to be necessary to achieve the contract objectives.
- The identification and timing of major deliverables and milestones in execution of the contract, including an indication of how the achievement of these would be reflected in any reports, particularly those stipulated in the Terms of reference. The timing, sequence and duration of the proposed activities with a supporting project plan for the project.
- The list of key experts on the project, with a list of certification, years of experience and projects implemented. Key experts must have implemented a minimum of two (2) projects of a similar size and nature.

#### 9.5 Maintenance and Support [Literature List 1.17 and 1.8]

Approach and processes in **maintenance and support methodologies** including:

- Support and 'on call' processes including incident, problem management including 1st, 2nd and 3rd level of call resolution;
- Helpdesk support and a support management system for support tickets to be logged;
- Change and configuration management;
- User query support;
- SLA management and priority / impact codes;
- Fault report procedure.
- Compliance with SLAs

#### 9.6 Recommended Technical Requirements [Literature List 1.9] [only required for On premise / local hosting solutions]

The MGA is interested in understanding the various supplier options, in particular a SaaS leasing model, if available, or alternatively a cloud based hosting or on-premise hosting model.

Please provide detailed information on whether the solution is provided as a service, ie.: SaaS based, whether it is cloud hosted, or whether an 'on premise' installation is required.

If an on-premise installation is required, please provide the specific **recommended** technical requirements for the installation of the solution. This can include information on:

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- Recommended Hardware and Infrastructure including virtual environments as applicable;
- Recommended Operating or Middleware Software;
- Recommended Database software;
- Other Required software or security certificates;
- Recommended set-up for Test Environments, if required;
- Network requirements;
- Security requirements;
- Communication boxes / cards or other infrastructure for individual Gaming Machines if not part of the tender submission;
- Other requirements.

The list above are infrastructure and hardware requirements only. **Hardware costs or hosting services costs are not to be included in the tender response unless they are an integral part of the application solution or hosting model and cannot be disaggregated.**

**Any proprietary connectivity devices for the Gaming Machines or devices that form an integral part of the solution should be included within the financial offer and not detailed in the above table.** The above list is to be used solely for additional hardware, infrastructure, software or other licenses that DO NOT form part of the solution but are required for hosting the solution at the MGA datacenter and connecting the solution to the gaming companies via secure communication channels.

### 9.7 Fee Based Unit Pricing

The supplier must provide unit pricing in the situation where the MGA wishes to procure less or more devices for the Electronic Gaming Machines than the planned 1,500 devices, as stated under the scope of this tender. This would only be the case if the number of EGMs in Malta changes, or if synergies can be achieved between the tenderer's connectivity protocols and the devices already in place in the current installed Electronic Gaming Machines.

## SECTION 5 - SUPPLEMENTARY DOCUMENTATION

### ***5.1 - Draft Contract Form***

### ***5.2 - Glossary***

### ***5.3 - Specimen Performance Guarantee***

### ***5.4 - Specimen Tender Guarantee (Bid Bond) - where applicable***

These are available to view and download from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

### ***5.7 - General Conditions of Contract***

The full set of General Conditions for Services Contracts (Version 2.0) can be viewed/downloaded from the 'Resources Section' at: [www.etenders.gov.mt](http://www.etenders.gov.mt)

It is hereby construed that the tenderers have availed themselves of these general conditions, and have read and accepted in full and without reservation the conditions outlined therein, and are therefore waiving any standard terms and conditions which they may have.

These general conditions will form an integral part of the contract that will be signed with the successful tenderer/s.