

(Bid Document)

MINISTRY OF FINANCE & PLANNING

DEVELOPMENT LOTTERIES BOARD

**BIDS FOR THE DESIGN, SUPPLY, DELIVERY
AND COMMISSIONING OF 01 NO.
LATEST & BRAND NEW LOTTERY
BALL DRAWING MACHINE**

Chairman
Development Lotteries Board
No. 356, Dr. Colvin R de Silva Mawatha,
Colombo 2

Departmental Procurement Committee
Sri Lanka
INVITATION FOR BID

For the Design, Supply, Delivery & Commissioning of
01 Nos. Latest & Brand New Lottery Ball Drawing Machine

Sealed Bids are hereby invited by the Chairman, Departmental Procurement Committee, Development Lotteries Board, from Reputed Suppliers / Manufacturers or their accredited agents for the design, supply, delivery and Commissioning of **01 No. of Latest & Brand New Lottery Ball Drawing Machine.**

A complete set of bidding documents can be obtained from the Chairman, Development Lotteries Board, No.356, Dr. Colvin R de Silva Mawatha, Union Place, Colombo 2 upon a payment of a non-refundable fee of US\$ 50 or equivalent in LKR by bank draft in favour of Development Lotteries Board. This document can be downloaded from the web site www.DLB.lk

Bids should be submitted along with all detailed information as requested in the Bidding Document.

Bids in duplicate duly marked “Original” & “Copy” in a sealed envelope must be delivered on or before 2.00 p.m. on 24th May 2010 by hand or couriered to reach; The Chairman, Departmental Procurement Committee, C/o, Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2. The words **“BID FOR THE DESIGN, SUPPLY, DELIVERY & COMMISSIONING OF LOTTERY BALL DRAWING MACHINE FOR THE DEVELOPMENT LOTTERIES BOARD”** should be written clearly on the top left corner of the inner and outer envelopes. Postal delays will not be considered for accepting late bids. Submission of Bid will not be allowed Electronic.

Bids will be opened immediately after closing of the bid. Bidders or their authorized representatives will be permitted to be present at the opening of bids.

Further information could be obtained from Asst. General Manager (Finance), Development Lotteries Board, Colombo 2.

Contact Details are as follows

Telephone :- 011-2389893
Fax :- 011-2389893
E-mail :- kasun@dlb.lk

The Chairman,
Departmental Procurement Committee ,
Development Lotteries Board,
No.356, Dr. Colvin R. de Silva Mawatha,

BIDS FOR THE DESIGN, SUPPLY, DELIVERY AND COMMISSIONING OF 01 NO. LATEST & BRAND NEW LOTTERY BALL DRAWING MACHINE

INSTRUCTIONS TO BIDDERS AND GENERAL CONDITIONS OF THE BID

1. INTRODUCTION

In order to use the latest, modern type brand New Ball Drawing Machines which comply with the specifications stated in the document, the Development Lotteries Board invites bids for the design, supply, delivery and commissioning of 1 Nos. of Lottery Ball Drawing Machine.

2. INVITATION FOR BIDDERS

Sealed bids are hereby invited on behalf of the Development Lotteries Board by the Chairman, Departmental Procurement Committee, C/o Development Lotteries Board from manufactures or their accredited agents/reputed suppliers for the design, supply, delivery and commissioning of **01 No. of Latest & Brand New Lottery Ball Drawing Machine.**

3. ELIGIBLE BIDDERS

Eligibility of the bidder is considered based on the following:

- I. Minimum of three (03) years experience in handling similar contracts
- II. Financial and technical capability to carry out the contract (documentary or other evidence should be submitted to prove the ability)
- III. Similar supplies handled during the last 03 years (A list of clientele or details should be submitted)
- IV. Bidder must arrange technical support for the machine after the warranty period.
- V. Ensure adequate staff training of the employees of the Development Lotteries Board with regard to the operation & maintenance of the machine free of charge.

4. FOREIGN BIDDERS

Foreign bidders may submit bids through their local agents. The bidders should disclose the name, address, telephone numbers and e-mail address of their local agents, accompanied by duly executed Power of Attorney authorizing such local agent to act on behalf of the foreign

bidder and should state the commission payable. The bidder or local agent of the bidder should comply with the provisions of the Public Contracts Act No.3 of 1987 of Sri Lanka.

5. LOCAL AGENTS

(a) No bids from accredited agents on behalf of manufacturing principals will be considered, unless the principal's agent holds a power of attorney from the manufacturing principals, empowering him or them to bid on his or their behalf and enter into a valid contract on behalf of the manufacturing principals to fulfill all the terms and conditions of the said supply.

(b) Local agents should declare :-

- i. In respect of private companies the name of the current directors and share holders and
- ii. In respect of public companies the name of current directors.

6. CONFORMITY WITH TENDER CONDITIONS AND TECHNICAL SPECIFICATIONS

Item offered must conform strictly to the contents of this documents and to the technical specifications and general specifications set out in this document. Any deviation will result in rejection of the bid. A complete set of catalogues in English Language with photographic description of external and internal lay outs shall be submitted along with the bid. In addition, there should be a demonstration through CD/DVD.

7. ISSUE OF BIDDING DOCUMENTS

I) A complete set of bidding documents can be obtained from the Chairman, Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka on the payment of a non-refundable fee of US\$ 50 or equivalent amount in LKR by bank draft in favour of Development Lotteries Board. or

II) Those who are downloading the Bid document through the web site of DLB, should submit a bank draft for US\$ 50 in favour of DLB with submission of the Bid.

8. DOCUMENTS COMPRISING THE BID

8.1 Bids shall be made in accordance with the bidding documents consisting of the following;

- | | | | |
|-----------------------------|-------------|---|--------------|
| a. Form of bid | Item No. 01 | - | (Annexure A) |
| b. Price Schedule | Item No. 01 | - | (Annexure B) |
| c. Bid Security | Item No. 01 | - | (Annexure C) |
| d. Performance Bond | Item No. 01 | - | (Annexure D) |
| e. Technical Specifications | | - | (Annexure E) |
| f. Specimen Agreement | | - | (Annexure F) |

g. Confirmation of the payment of non refundable fee for issuing bidding documents.

- ❖ In case of collecting the documents from the office of the Development Lotteries Board by making the payment in cash - copy of the official receipt issued by the Development Lotteries Board should be attached.
 1. Documentary evidence in proof of the eligibility.
- ❖ A copy of the Business Registration
- ❖ Audited Annual Accounts for last 3 years.
- ❖ List of clientele (with name of the contact person, e-mail address etc.)
- ❖ Letters issued by the clients regarding the performance of the items supplied.

8.2 Any clarification of the bidding documents can be obtained from:

Asst. General Manager (Finance)
Development Lotteries Board
No. 356, Dr. Colvin R de Silva Mawatha,
Union Place, Colombo 2,
Sri Lanka.
Telephone : 011-2389893
E-mail : kasun@dlb.lk
Fax : 011-2389893

9. SUBMISSION OF BIDS

Bids in duplicate duly marked "Original" & "Copy" in a sealed envelope must be delivered **on or before 02.00 p.m. on 24th May 2010** by hand or couriered to reach: The Chairman, Departmental Procurement Committee, C/o Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka. The words "**BIDS FOR THE DESIGN, SUPPLY, DELIVERY & COMMISSIONING OF LOTTERY BALL DRAWING MACHINE FOR THE DEVELOPMENT LOTTERIES BOARD**" should be written clearly on the top left corner of the inner and outer envelopes. Postal delays will not be considered for accepting late bids. Submission of Bid will not be allowed Electronic.

10. BUSINESS ADDRESS

Bidders should state in their bids, the address to which orders, notices and correspondence, relating to the bids and agreements should be sent. Any change of address should be notified to the Chairman, Departmental Procurement Committee, C/o, Development Lotteries Board, No.356, Dr. Colvin R de Silva Mawatha, Colombo2, Sri Lanka, Tel.No.2424316

Fax No.2333545 E-mail Address. dlbchman@sltnet.lk immediately and such notification should be acknowledged by the Board.

11. OPENING OF BIDS

Bids will be opened immediately after the closing of the bids at the Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka. Bidders or their authorized nominees will be allowed to be present at the opening of bids.

12. PERIOD OF BID VALIDITY

Prices of the bid should be firm and valid for a period of **One Hundred and Twenty (120) Days** from the date of closing the bids.

13. BID BOND

The Bid must be accompanied by a Bid Bond issued by a Bank operating in Sri Lanka, registered under Central Bank of Sri Lanka or a bank based in another country but the guarantee "confirmed" by a bank operating in Sri Lanka registered under Central Bank of Sri Lanka for a sum of **US\$ 1000** valid for a period of 150 days. Bids which do not accompany the bid security as specified and/or submitted with critical departure from the specimen form will be rejected.

- I) The Bid Bond of the successful bidder will be returned to them on receipt of the performance bond and signing the agreement.
- II) The Bid Bond of the unsuccessful bidders will be returned after award of the contract.

14. FORFEITURE OF BID BOND

Without prejudice to the rights of the Development Lotteries Board, the bid bond may be forfeited for the following reasons;

- a. If a bidder withdraws his bid during the period of bid validity specified in the bid form.
- b. In case the successful bidder decline or fail to comply with the provision of Clauses 22 & 23 of this document.

15. AWARD OF CONTRACT

Notice of Acceptance or rejection of bids will be intimated to the bidders in writing by the Chairman, by registered post. **Simultaneously all bidders will be informed of the determination of the contract award in writing and their bid bonds will be returned.**

16. RIGHTS OF THE PROCUREMENT COMMITTEE

The Departmental Procurement Committee appointed for this purpose reserves the right, without giving reasons, to reject any or all bids, or to accept any offer. The decision of the Procurement Committee is the final.

17. PRICES

- a) The tendered price should be expressed in FOB, C&F and CIF, terms to Colombo Port (Freight on Liner Terms) in U.S. Dollars, for the purpose of evaluation.
- b) All prices should be given both in words and figures. Any changes, erasures, alterations or amendments should be authenticated by the bidder's signature on company seal. In the event of any discrepancy between words and figures, the amount given in words shall prevail.

18. SHIPPING

- (A) Partial shipment will not be allowed.
- (B) As soon as the consignment is placed on board the vessel, the supplier shall send a mail to the Chairman, Development Lotteries Board, No 356, Dr. Colvin R de Silva Mawatha, Colombo 2 Sri Lanka, or send an E-mail to the email address dlbchman@slt.net.lk stating the name of the vessel, the number of packages being dispatched, marks and numbers on the packages, and CIF, C & F and F.O.B. value of the consignment and the following non negotiable shipping documents also be send by courier service.
 - i. Commercial Invoice
 - ii. Ocean Freight prepaid/payable Bill of Lading
 - iii. Packing List & Certificate of Quantity
 - iv. Certificate of Country of Origin
 - v. Certificate of Quality; issued by an internationally accepted organization of the relevant product.

19. PACKING

The goods must be placed in waterproof packing of international accepted standards and of the best material sufficient to withstand rough handling in transit and storage in the tropics. The supplier will be responsible for each item being so packed as far as possible against loss, damage in transit and deterioration in storage. **In case of any damage or loss occurring due to any fault in packing, total cost should be borne by the supplier.**

20. DELIVERY

The supplier should deliver the equipment to the Port of Colombo in Sri Lanka within three months from date of formal acceptance of the bid.

21. TERMS OF PAYMENT

- (A) Payment will be made by means of irrevocable Letter of Credit established with any reputed bank operating in Sri Lanka, negotiable in the bank specified by the bidder, 60% of the Invoice value as per Letter of Credit will be paid against the original negotiable shipping documents. Another 25% payment will be made within 30 days after satisfactory installation & commissioning of the machine after getting a Report from a technically qualified independent person confirming that the delivered machine is the same specified in bidding document. Balance 15% will be kept as Retention and release after one year.

The following documents should also be sent.

- i. Three copies of the Commercial Invoice
 - ii. Three copies of clean on board Freight prepaid Bill of Lading bill showing destination as Colombo, Sri Lanka.
 - iii. Certificate of Country of Origin.
 - iv. Certificate of suitability of packing and quality of goods. Inspection authority to be authorized by the Development Lotteries Board against presentation of the same documents as mentioned above through the supplier's Banker.
 - v. Certificate from a reputed Cargo Survey Agent acceptable to the Development Lotteries Board to the effect that goods are in conformity with the specifications stated in the bid. The cost shall be borne by the Bidder
- (B) Letter of Credit will not be opened until due compliance by the Bidder of the Provisions of Clause 22 and 23.
- (C) The Procurement Committee reserves the right to place orders either on CIF, C & F or F.O.B basis.
- (D) Payments to the local suppliers will be made on delivery and commissioning of the machines and submission of following documents.
- I. One Commercial Invoice
 - II. Certificate from a reputed Agent acceptable to the Development Lotteries Board to the effect that goods are in conformity with the specifications stated in the bid. The cost shall be borne by the Bidder.
 - III. Warranty Certificate
 - IV. Training for staff of the Development Lotteries Board

22. PERFORMANCE BOND

The successful bidder shall within fourteen (14) working days, from the date of issuing the letter of acceptance, furnish to the Chairman, Development Lotteries Board, either a Performance Bond, in the form of a Bank Guarantee issued by a Bank in Sri Lanka or issued by a foreign bank confirmed by an authorized bank operating in Sri Lanka as determined and approved by the Chairman, Development Lotteries Board amounting to US\$ 5000 for the due performance of his obligations here under. **If the machines have not been supplied, installed and commissioned to a satisfactory level prior to the expiry date of this guarantee, the supplier shall extend the validity of the performance bond until the supply has been completed to the satisfaction of the Development Lotteries Board.**

23. SIGNING OF AGREEMENT

- 23.1.1** At the time of notification of award, the Development Lotteries Board will send the successful bidder the contract form provided in the bidding documents, incorporating all agreements between the parties.
- 23.1.2** Within thirty (30) days of receipt of such contract form, the successful bidder shall sign and date the contract and send it to the Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2.
- 23.1.3** Registration of contract - The successful bidder shall register the contract with the Registrar of Companies in accordance with Public Contracts Act. No.3 of 1987 in Sri Lanka.

24. LIQUIDATED DAMAGES FOR LATE DELIVERY

- 24.1.1** Failure to effect supplies within the time specified as per Clause 20, the Development Lotteries Board is entitled to deduct one percent (1%) of the value of the product so delayed per week. After one month 5% will be deducted as liquidated damages. After a maximum period of 2 months, the order will be canceled, provided that, if it shall be proved to the satisfaction of the Chairman, Development Lotteries Board of Sri Lanka, that any such delay had arisen due to force majeure or any other special circumstances of a similar nature outside the control of the supplier, the supplier will be entitled to an extension of time equivalent to the time lost in consequence of such an event.
- 24.1.2** Force Majeure - The supplier and Development Lotteries Board are not responsible for delay or non-performance of the contractual obligations caused by war blockage, revolution and insurrection, civil commotions riots, strikes,

lockouts, fire, floods, acts of God, acts of Government and public enemy epidemics.

25. PERMITS, LICENCE ETC.

The Supplier shall secure the necessary permits, licenses and authorization required at his end for fulfilling the contract. Not obtaining such permits, licenses and authorizations shall not be regarded as a valid ground for the non-performance or delay in executing the contract or any part thereof. The import licenses, foreign exchange allocations and insurance etc. required in Sri Lanka will be obtained by the Development Lotteries Board at its cost and expenses.

26. SUBLETING OF CONTRACTS

The supplier shall not assign or sublet any of his obligations under Finance Act. No.11 of Sri Lanka without a written authority of the Chairman, Development Lotteries Board of Sri Lanka, if any part of his obligations has been so assigned or sublet by the supplier with the authority of the Chairman of Development Lotteries Board, he shall nevertheless remain responsible to the Development Lotteries Board for the due performance of the part so assigned or sublet. However transfer of credit will not be allowed and third party bill of lading will not be accepted.

27. PATENT RIGHTS

The supplier shall be solely responsible for the patent rights or royalties of the product supplied by him and should undertake to save harmless and indemnify the Development Lotteries Board from and against all claims, demands, proceedings, damages, costs, charges and expenses in the event of a breach of such patent rights or royalties by him of the Development Lotteries Board in respect of the product supplied and further, to defend the Development Lotteries Board in any suit, action or proceedings being instituted against the Development Lotteries Board and to bear all expenses incidental to and in connection with, such suit, action or proceedings in the event of such breach.

28. LAW OF THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

The bid and any contract resulting there from shall be governed and constitute according to the law of the Democratic Socialist Republic of Sri Lanka.

29. ARBITRATION

- (a) All disputes arising in connection with the present contract shall be finally settled in accordance with the provision of Arbitration Act 11 of 1995 in Sri Lanka.

- (b) Performance of the contract shall continue during arbitration proceedings.
- (c) All proceedings and hearings by arbitrators or umpires shall be held in Sri Lanka.

30. INDIVIDUALS NOT PERSONNALLY LIABLE

No Director or officer or an employee of the Development Lotteries Board shall be in anyway personally bound or liable for the acts or obligations of the successful bidder under the contract or answerable for any default or omission of the successful bidder in the observance or performance of any of the acts, matters or things which are herein contained.

31. MISCELLANEOUS

- i. Omission of particulars in the Bid Document may prevent a bid being considered.
- ii. All alterations, erasures etc. made in filling the Bid document shall be authenticated by the bidder by his signed initials.
- iii. No plea of lack of information or insufficient information will be entertained at any time, by the Board.
- iv. "He" in this document wherever it does occur means "The Bidder"

32. WARRANTY

5 Years comprehensive onsite warranty certificate should be provided for the Ball Drawings Machines.

33. REPAIRS & SERVICES

Immediate repairs and services of the machine should be carried out by the supplier and/or local agent in order to avoid any disturbance to regular draw Programs and the local agent should be capable of doing any service or repairs.

All functionalities should be demonstrated before delivery of the machine. Supplier can provide relevant video or on line demonstration through the internet or any other video communication technology.

Development Lotteries Board Technical Staff (Minimum 03 Nos.) should be comprehensively trained free of charge by the supplier irrespective of the comprehensive maintenance services and operation of the machine by the supplier. Training should include

all kinds of maintenance identification technical problems and replacement of defective components of the machine.

34. Having read and understood fully, the contents of the Bid Document, it shall be signed by the bidder in the space provided at the end of the document and returned to the Chairman, Departmental Procurement Committee, C/o Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka.

Chairman,
Departmental Procurement Committee
C/o Development Lotteries Board,
No. 356, Dr. Colvin R de Silva Mawatha,
Colombo 2.

I/We have read and understood each and all of the above conditions and I/We do hereby agree to abide by each and all conditions given above.

.....
Signature of the Bidder
(Company seal should be placed
if it is a registered company)

Name :

Address :

Date :

Annexure A

Form of Bid

The Chairman,
Departmental Procurement Committee,
C/o Development Lotteries Board,
No. 356, Dr. Colvin R de Silva Mawatha,
Colombo 2,
Sri Lanka.

**BIDS FOR THE DESIGN, SUPPLY, DELIVERY AND COMMISSIONING OF 01
NOS. LATEST & BRAND NEW BALL DRAWING MACHINE TO DEVELOPMENT
LOTTERIES BOARD**

01. NAME & ADDRESS OF THE BIDDER : _____

Name of the Company :- _____

E-mail :- _____ Tel. Nos. :- _____ Fax No.:- _____

02. NAME & ADDRESS OF THE AGENT : _____

E-mail :- _____ Tel. Nos. :- _____ Fax No.:- _____

Contract Person / Representative for any Clarification

Name :- _____

E-mail :- _____ Tel. Nos. :- _____ Fax No.:- _____

03. NAME & ADDRESS OF MANUFACTURER :

04. COUNTRY OF ORIGIN : _____

05. PRICE SCHEDULE - ATTACHED HEREWITH (ANNEXURE B)
06. PORT OF SHIPMENT : _____
07. EARLIEST POSSIBLE DATE OF DELIVERY : _____

08. NAME & ADDRESS OF BANKERS : _____

09. DETAILS OF SUPPLIES MADE TO OTHER INSTITUTIONS IF ANY :
Ref. Documentary proof as specified in Clause No. 03

10. RECEIPT NO AND DATE OF THE PAYMENT OF BID FEES :

11. TYPE OF BID BOND, REFERENCE AND DATE :

12. NO OF YEARS BUSINESS EXPERIENCE IN THE RELEVANT FIELD :

13. LIST OF NAMES AND ADDRESSES OF LOTTERY INSTITUTIONS
PRESENTLY USING DRAW MACHINE MANUFACTURED BY THE BIDDER
(Please attach a separate sheet indicating the names and addresses if the space
provided is insufficient)

I / We agree with the General Conditions of the Bid Instruction to Bidders, Technical Specifications and General specifications of the Bid. I / We certify that the particulars given herein are true and correct and the information furnished in this Bid are done with due authority.

Date : _____

Signature of Bidder
(Company seal should be placed if it is a
Registered Company and a copy of the
certificate of registration)

**BIDS FOR THE DESIGN, SUPPLY, DELIVERY AND COMMISSIONING OF
01NOS. LATEST & BRAND NEW BALL DRAWING MACHINE TO
DEVELOPMENT LOTTERIES BOARD
No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka**

PRICE SCHEDULE

No.	Price	Ball Drawing Machine Inclusive of 2 sets of Balls (In Figures & Words) US \$	
		In Figures	In Words
1	CIF Colombo		
2	C & F Colombo		
3	FOB		

LOCAL AGENTS COMMISSION IF ANY (In figures & words)

State whether the local agent's commission is applicable on FOB, C & F or CIF cost and whether included in the price quoted. _____ Yes/No _____ FOB / C & F / CIF / LKR Cost _____ (Local agents commission if any will be paid in Sri Lanka in Rupees LC will be opened less local agency commission)

If yes the quantum of local agency commission _____

Date :

Signature of Bidder
(Company seal should be placed if
it is a Registered Company and a
copy of the certificate of registration)

BID BOND

Chairman,
Development Lotteries Board,
No. 356, Dr. Colvin R de Silva Mawatha,
Colombo 3,
Sri Lanka

1. We the undersigned Bank in order allow Messer’s (Name and Address of the Bidder to submit a Bid Proposal) For the Supply & Delivery of Lottery Ball Drawing Machine to the Development Lotteries Board, Colombo 2,Sri Lanka waiving all objections, restrictions and defenses on the part of the said Messer’s (Name of the Bidder) or any third party, hereby irrevocably and independently guarantee to pay you on demand and without reference to the Bidder or obtaining his consent or approval thereof an amount of US \$ 1000/=
2. We shall effect payment to you on demand against your written statement to the effect payment to you on demand against your written statement to effect that the Bidder.
 - (a) Has withdrawn his tender after the closing of tenders and before the expiration of its validity period of hundred and fifty (150) working days : or
 - (b) Being the successful Bidder has failed to give the bonds that may be required for the due faithful performance of the contract: or
 - (c) Being the successful Bidder has failed to enter into a written contract with the Development Lotteries Board in accordance with the Bid submitted and award made.
3. It is fully understood that the guarantee takes effect from the date of the closing of the Bid on And shall remain valid for a period of hundred and fifty (150) working days thereafter and during the period of any extension thereof that may be agreed upon BETWEEN the Development Lotteries Board AND the Bidder.
4. Notwithstanding anything to the contrary herein before contained if the Bidder is successful in his bid, this guarantee shall remain in full force and effect after the period of hundred and fifty (150) working days until the Bidder shall have entered into the written contract and famished the necessary Performance Bonds.....
5. All claims under this guarantee must be submitted to us within twenty-one (21) working days after the expiry date of this guarantee.
6. You shall be at liberty either by one action to sue the Bidder and us and also any other person or persons all jointly and severally or to proceed in the first instance against us only and we hereby renounce the right to claim that the Bidder should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim and bring actions against us or any other person or persons whomsoever, each for his portion pro-rata: and the right to claim in any action brought against all or each or any of us with or without all or any other person that you should only recover from us a pro-rata share of the amount claimed and all other rights and benefits to which sureties are may be by law entitled it being agreed and understood that we are liable in all respects hereunder as if we are principal debtors to the extent aforementioned including the liability to be sued before recourse is had against the Bidder.
7. We further undertake to make all payments due hereunder by draft or cheque draft in favor of “Development Lotteries Board”.
8. It is understood that you will return this guarantee to us its expiry, provided that no claim is payable but if claim is payable this guarantee will only be returned after settlement of the total amount claimed herein.

Dated this of20
Signed in the capacity of
Duly, Authorized to sign for and on behalf of

PERFORMANCE BOND

Chairman,
Development Lotteries Board,
No. 356, Dr. Colvin R de Silva Mawatha,
Colombo 2,
Sri Lanka.

In consideration of the Bid of (hereafter to as the Company) dated for the supply and delivery of Lottery Ball Drawing Machine to the Development Lotteries Board – Sri Lanka covered by your Bid No. and upon the request of the Company, we hereby bind ourselves as follows:

1. That if the Company shall in any manner fail or neglect to perform the contract within the due time and otherwise in accordance with the said contract or commit any breach of its obligations there under, then we undertake and promise at all times to indemnify against all losses, damage, costs and expenses which may be incurred by you by reason of such, default non-performance or neglect on the part of the Company in executing, performing, observing and otherwise complying with the provisions on their part contained in the said contract.
2. We undertake to pay unconditionally and without demur at Colombo upon a written Demand purporting to be under the Chairman, Development Lotteries Board (which expression as herein used shall include such Chairman and any person for the time being acting in or performing the functions of such office) the aggregate amount of all damages, losses and expenses suffered or incurred by you provided that our liability hereunder shall be US\$ 5000.
3. A written statement purporting to be under the hand of the Development Lotteries Board that the contractor has failed or neglected to carry out their obligations under the said contract and that in consequence thereof any amount stated therein is due to you shall be absolutely binding on us and shall be accepted by us as sufficient and conclusive proof thereof.
4. Our liability hereunder shall not be discharged or released by any agreement made between you and the Company whether with or without notice to us by reason of any alteration or variation of the terms of the said contract or in the obligation undertaken by the Company or by any forbearance whether as to payment, time performance or otherwise whatsoever.
5. Nothing herein contained shall in any manner whatsoever prejudice your rights under the said contract it being agreed that this guarantee shall be in addition to and not in substitution of your right and remedies under the said contract and/or any other guarantee.
6. We specially agree that you shall be at liberty either in one action to sue the company and us or any other surety or sureties, and also any other person or persons all jointly and severally or to proceed in the first instance against us only and further that we do hereby expressly renounce the right to claim that the company should be excused or proceeded against by action in the first instance and the right to claim that you should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rate share of the amount claimed and all other rights, benefits and privileges to which sureties are or may in law be entitled. It being expressly agreed and understood that we shall be liable in all respects hereunder as principal debtor jointly and severally to the extent aforementioned including the liability to be sued before recourse is had against the company.
7. We further undertake to made all payments due hereunder by draft or cheque drawn in favour of “Development Lotteries Board”

For on behalf of the Bank
Witness :

1.
2.

**DEVELOPMENT LOTTERIES BOARD
SRI LANKA
BIDS FOR THE DESIGN, SUPPLY, DELIVERY AND COMMISSIONING OF 01
NOS. LATEST & BRAND NEW LOTTERY BALL DRAWING MACHINE**

TECHNICAL SPECIFICATIONS

The Development Lotteries Board conducts a traditional passive type lotteries through out the week.

We suggest the following technical Specifications for the new Lottery drawing machine.

- 01) There should be two barrels for the drawing machine.
- 02) The first barrel should draw the alphabetical character. 26Nos. of balls to be inserted marked from “A” to “Z” to select one alphabetical character.
- 03) The Second barrel should have a capacity to draw up to 10 numbers out of 99 balls marked from 01 to 99.
- 04) Ball kits, Alphabet and numerical number should be in different colours.
- 05) The Machine should be capable of selecting an Alphabetical character and winning Numbers one by one Separately.
- 06) Both the barrels should contain a Separate feeding tray to insert the balls and a separate receiver.
- 07) Selected balls should be automatically identified and should be able to visualize through wide screen display panel and computer output also required.
- 08) Draw machine should have a control panel which enables user to customize the drawing method. Both Automatic mode and manual modes should be available. For manual operation, a separate control panel should be available.
- 09) 42 inches wide LCD or plasma panel should be attached to the draw machine to display the selected numbers.
- 10) Four Ball kits to be supplied for the draw machine.(one set in Green colour, one set in Red colour and two sets in Black colour)
- 11) The Machine should be capable of feeding, mixing , selecting and draining out the remaining balls both automatically and manually
- 12) The selected alphabetical character and the wining numbers shall remain in a separate receiving tray in the order that the balls are drawn until the draw in over.

General specifications

- I. Ball diameter and the weight of the drawing balls shall conform to the internationally accepted standards with an internationally accepted variance. There should be a container to stack the balls that can be locked while not in use
- II. The barrels, feeding tray and receiving trays should be 100% transparent.
- III. The equipment should be capable of maintaining high level of visual standards before Television Cameras under heavy Studio lighting.
- IV. Single phase power supply of 220 to 240 Volts 50 Hz.
- V. Maximum time that can be taken for the full draw (for selecting a alphabetical character and ten wining numbers) has to be within 120 sec. which can be configured.
- VI. Noise level should satisfy generally accepted decibels, that shall not disturb the recording levels of the General video standards.
- VII. All electrical appliances should be tropicalized to be able to operate under 95% relative humidity.
- VIII. The equipment should be robust in construction to withstand transportation by road and move here and there for daily draw programs.
- IX. The machine should be on its own free stand mounted on lockable casters.
- X. Videos, Visuals, Catalogues, Manuals & Detailed specifications to be provided with regard to the operation of the Machine.
- XI. Draw machine should have rubber wheels for easy movement of the floor.

SPECIMEN AGREEMENT

This agreement made the day of200... between Development Lotteries Board of Sri Lanka (hereinafter “the Purchaser”) of the one part and (Name of Supplier) of the other part:

WHEREAS, the purchaser is desirous that certain Goods and Services should be provided by the Supplier, viz. Design, supplying ,delivery and commissioning of 01 No. Lottery Ball Drawing Machine and be accepted a bid by the Supplier for the provisions of the Goods and Services.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS :

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Bid referred to.
2. The following documents shall deemed to be form an be read and construed as part of this Agreement, viz.
 - a. General Conditions of bid
 - b. Specifications
 - c. Price Schedule
 - d. Service Warranty
 - e. Training for Staff
3. In consideration of the payment to be made by the Purchase the Supplier hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with provisions of the Agreement.
4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the time and in the manner prescribed by the Agreement.
5. This Agreement constitutes the entire understanding between the parties as to the subject matter thereof and may be amended or modified only by an agreement in writing signed both parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Sri Lanka and on the date set out above.

For and on behalf of the Purchaser

Singed : *(insert signature)*

In the capacity of *(insert title or other appropriate designation)*

In the presence of *(insert identification of official witness)*

For and on behalf of the Supplier

Signed : *(insert signature of authorized representative (s) of the Supplier)*

In the capacity of *(insert title or other appropriate designation)*

In the presence of *(insert identification of official witness)*