



**THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA**

## **Development Lottery Board**

### **Invitation to bids for**

**Analyzing, Designing, Developing, Installation, Commissioning and  
Staff Training of Lottery Management Software Solution**

**BID No : DLB/PRO/290**

**Bidders Name :-** .....

**Receipt No        :-** .....

**Issued by         :-** .....

**Development Lotteries Board,  
356. Dr. Colovin R. De Silva Mawatha,  
Colombo 2.**



**PROCUREMENT NOTICE**  
**Ministry of Finance**  
**DEVELOPMENT LOTTERIES BOARD**  
**INVITING TO BIDS FOR**  
**Analyzing, Designing, Developing, Installation, Commissioning and**  
**Staff Training of Lottery Management Software Solution**  
**DLB/PRO/290**

Chairman, Departmental Procurement Committee, on behalf of the Development Lotteries Board invites Bids from Interested eligible bidders for **Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution** for the DLB.

02. Bidding documents can be inspected at the procurement Division of the Development Lotteries Board, No.356, Dr. Colvin R De silva Mw, Union Place, Colombo 2 free of charge from **16.10.2019** to **06.11.2019** between 10.00 am to 03.00 p.m on any working day.
03. Bidding documents may be purchased from the procurement division of the Development Lotteries Board at No 356, Dr. Colvin R. De Silva Mawatha, Colombo 2, Sri Lanka from **16.10.2019** between 10.00 a.m. and 3.00 p.m. from Monday to Friday, other than on Public Holidays, up to 03.00 p.m on **06.11.2019** subject to the payment of **Rs.5,000.00 as non-refundable document fee**. Bids closing time is **2.30 p.m. on 07.11.2019**.
04. Pre bid meeting will be held at 2.30 p.m on **31.10. 2019** at Development Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2.
05. Bidding documents will be issued on the submission of a written request by the supplier.
06. Bidders should furnish all the detailed information as required in the Bidding Documents.
07. As per the Bid Conditions, Bidders must submit the offer in duplicate (top left hand corner of the envelope marked as ("**Bid for Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution**") to reach the Chairman, Department Procurement committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 2., Sri Lanka not later than **02.30 p.m on 07.11.2019** and no bids will be accepted thereafter. Bids should be forwarded by registered post or deposited in the Box provided at Procurement Division of the Development Lotteries Board, at the above address. Bids will be opened in the presence of the bidders' representatives who are attend on 2.30 p.m at Development Lotteries Board, No.356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02. The bids will be opened for evaluation soon after the closing time.
08. The bid should be accompanied by a Bid Security as per the bidding document.
09. The Departmental Procurement Committee reserves the right to accept or reject any Bid or part thereof or call for additional information where necessary.
10. Bidding documents cloud be referred from the [www.dlb.lk](http://www.dlb.lk)

Chairman,  
Departmental Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 2.  
Tel: 011 4824824  
[www.dlb.lk](http://www.dlb.lk)  
2019.10.15



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## **Section I. Instructions to Bidders (ITB)**

ITB shall be read in conjunction with the Section II, Bidding Data Sheet (BDS), which shall take precedence over ITB.

### **General**

#### **1. Scope of Bid**

- 1.1. The Purchaser indicated in the Bidding Data Sheet (BDS), issues these Bidding Documents for the supply of Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of a Lottery Management Software Solution and Related Services incidental there to be specified.

In Section IV, schedule of requirements. The name and Identification number of this procurement are specified in the BDS. The name, identification, and number of lots(Individual contracts), if any, are provided in the BDS.

#### **12 Throughout these Bidding Documents:**

- a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;
- b) if the context so requires, “singular” means “plural” and vice versa; and
- c) “Day” means calendar day.

#### **2. Source of Funds**

- 2.1. Payments under this contract will be financed by the source Specified in the BDS.

#### **3. Ethics, Fraud and Corruption**

- 3.1. The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by National Procurement Agency:

Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process; Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if

found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

32. The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

3.3. If the Purchaser finds any unethical practices as stipulated under ITB Clause 3.2, the Purchaser will reject a bid, if it is found that a Bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

#### 4. Eligible Bidders

- 41. All bidders shall possess legal rights to supply and installation the said service under this contract.
- 42. A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

- a) are have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ;
43. A Bidder that is under a declaration of ineligibility by the National Procurement Agency (NPA), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of NPA, [www.npa.gov.lk](http://www.npa.gov.lk).
44. Foreign Bidders may submit a bid only if so stated in the BDS

## **Contents of Bidding Documents**

### **5. Sections of Bidding Documents**

51. The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

#### **Volume 1**

- Section I. Instructions to Bidders (ITB)
- Section V. Conditions of Contract (CC)
- Section VII. Contract Forms

#### **Volume 2**

- Section II. Bidding Data Sheet (BDS)
- Section III. Bidding Forms
- Section IV. Schedule of Requirements
- Section VI. Special Data
- Invitation For Bid

52. The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid.

## 6. Clarification of Bidding Documents

61. A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (07) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.

## 7. Amendment of Bidding Documents

71. At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.
72. Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.
73. To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.



## **Preparation of Bids**

### **8. Cost of Bidding**

- 8.1. The Bidder shall bear all costs associated with the preparation and submission of its bid, and the Purchaser shall not be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **9. Language of Bid**

- 9.1. The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser, shall be written in the English language.

### **10. Join Venture**

- 10.1. Join Venture is allowed for this tender. If the supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the construction of the joint venture, consortium, or association shall not be altered without the prior consent of the purchaser.

### **11. Documents Comprising the Bid**

- 11.1. The Bid shall comprise the following:

- a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;
- b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;
- c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
- d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
- e) Any other document required in the BDS.



## 12. Bid Submission Form and Price Schedules

121. The Bidder shall submit the Bid Submission Form using the form furnished in Section III, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

## 13. Alternative Bids

131. Alternative bids shall not be considered.

## 14. Bid Prices and Discounts

141. The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.

142. Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, if a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.

143. If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

144.

14.4.

- a) Prices indicated on the Price Schedule shall include all the duties and sales and other taxes already paid or payable by the Supplier:
- i. on components and raw material used in the manufacture or assembly of goods quoted; or
  - ii. on the previously imported goods of foreign origin
- b) However, VAT shall not be included in the price but shall be indicated separately;

145. The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
146. All lots, if any, and items must be listed and priced separately in the Price schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

## 15. Currencies of Bid

- 15.1. Unless otherwise stated in Bidding Data Sheet, the Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lanka Rupees. Bids quotes in the other currencies will be rejected and treated as non – responsive bid.

## 16. Documents Establishing the Eligibility of the Bidder

- 16.1. To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Section III, Bidding Forms.

## 17. Documents Establishing the Conformity of the Goods and Related Services

- 17.1. To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section IV, Schedule of Requirements.
- 17.2. The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Related Services, demonstrating substantial responsiveness of the Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

## 18. Documents Establishing the Qualifications of the Bidder

18.1. The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall be established to the Purchaser's satisfaction:

- a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section III, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;
- b) that, if required in the BDS, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts- stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- c) that the Bidder meets each of the qualification criterion specified in Section II, Evaluation and Qualification Criteria

## 19. Period of Validity of Bids

19.1. Bids shall remain valid until the date specified in the BDS. A bid valid for a shorter date shall be rejected by the Purchaser as non-responsive.

19.2. In an exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

201. The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration, as specified in the BDS.
202. The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- a) be substantially in accordance with the form included in Section III, Bidding Forms;
  - b) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
  - c) be submitted in its original form; copies will not be accepted;
  - d) Remain valid for the period specified in the BDS.
203. Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
204. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
205. The Bid Security may be forfeited or the Bid Securing Declaration executed:
- a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub-Clause 19.2; or
  - b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

- c) if the successful Bidder fails to:
  - i. sign the Contract in accordance with ITB Clause 42;
  - ii. Furnish a Performance Security in accordance with ITB Clause 43.

## 21. Format and Signing of Bid

- 21.1. The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY." In the event of any discrepancy between the original and the copy, the original shall prevail.
- 21.2. The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3. Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid

## Submission and Opening of Bids

### 22. Submission, Sealing and Marking of Bids

- 22.1. Bidders may always submit their bids by mail or by hand.
  - a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as Envelop 01 "TECHNICAL" and envelop 02 "FINANCIAL." These envelopes enclosed in one single envelope.
  - b) The inner and outer envelopes shall:
    - i. bear the name and address of the Bidder;
    - ii. be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
    - iii. bear the specific identification of this bidding process as indicated in the BDS; and

- iv. bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

If all envelopes are not sealed and marked as required, the Purchaser will assume no responsibility for the misplacement or premature opening of the bid.

- v. In the Financial Proposal Envelop bear a warning **“Do not open with the Technical Proposal”**.

## 23. Deadline for Submission of Bids

- 23.1. Bids must be received by the Purchaser at the address and no later than the date and time specified in the BDS

- 23.2. The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

## 24. Late Bids

- 24.1. The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause 23. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

## 25. Withdrawal, and Modification of Bids

- 25.1. A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal notice are required).



The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:

Submitted in accordance with ITB Clauses 21 and 22 (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and

Received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause 23.

25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause 25.1 shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1.

25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

## 26. Bid Opening

26.1 The Purchaser shall conduct the bid opening in public at the address, date and time specified in the BDS.

26.2 First, envelopes marked “TECHNICAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. Envelopes marked “FINANCIAL” shall not be opened and read out with the Technical Proposal. Financial Proposals will be opened after technical evaluation.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid- Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub- Clause 24.1.



264. The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders' representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.

## **Evaluation and Comparison of Bids**

### **27. Confidentiality**

- 27.1. The evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub criteria. Each responsive Proposal will be given a technical score (St). A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP, and particularly the Terms of Reference or if it fails to achieve the minimum technical score.
- 27.2. Following the ranking of technical Proposals, when selection is based on quality & cost (QCBS), the bidders that achieve the minimum technical score will be invited for the financial proposal opening.
- 27.3. Information relating to the examination, evaluation, comparison, and Pre-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.4. Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.5. Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

## 28. Clarification of Bids

- 28.1. To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

## 29. Responsiveness of Bids

- 29.1. The Purchaser's determination of bid's responsiveness is to be based on the contents of the bid itself.

- 29.2. A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:

affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or

limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or

If rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 29.3. If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

30. Non conformities, Errors, and Omissions

301. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
302. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
303. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:
- a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
  - b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
  - c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
  - d) If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids.

- 31.1. The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided, and to determine the completeness of each document submitted.
- 31.2. The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

Bid Submission Form, in accordance with ITB Sub-Clause 12.1;

Price Schedules, in accordance with ITB Sub-Clause 12;

Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

32. Examination of Terms and Conditions; Technical Evaluation

- 32.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.
- 32.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency - Not Applicable

34. Domestic Preference - Not Applicable

### 35. Evaluation of Bids

35.1. The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

35.2. To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.

35.3. To evaluate a Bid, the Purchaser shall consider the following:

The Bid Price as quoted in accordance with clause 14;

Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3

Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;

adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

35.4. The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the factors stated in ITB Sub-Clause 35.3, if specified in BDS. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids

35.5. If s`o specified in the BDS, these Bidding Documents shall not allow Bidders to quote for one or more lots, and shall not allow the Purchaser to award one or multiple lots to more than one Bidder.

**36. Purchaser's Right to Accept Any Bid, and to Reject Any or All Bids**

The Purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders.

**Award of Contract**

37.

After completing negotiations the Purchaser shall award the Contract to the selected Bidder, the award of the Contract, shall be promptly notify all Bidder's who have submitted proposals

**38. Purchaser's Right to Vary Quantities at Time of Award**

- 38.1. At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section IV, Schedule of Requirements, provided this does not exceed twenty five percent (25%) or one unit whichever is higher and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.

**39. Notification of Award**

- 39.1. Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 39.2. Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 39.3. Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

**40. Signing of Contract**

- 40.1. Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.



402. Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

41. Performance Security

- 41.1. Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.
- 41.2. Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.



**Section II. Bidding Data Sheet (BDS)**

The following specific data for the goods or services to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). Whenever there is a conflict, the provisions herein shall prevail over those in ITB.

**DRAFT**

ITB Clause Reference	<b>A. General</b>
ITB 1.1	<p><b>The Purchaser is:</b> Chairman, Departmental Procurement Committee, Development Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2.</p> <p>Method of selection: <b>Quality and Cost Based Selection (QCBS)</b></p>
ITB 1.1	<p><b>The name of the contract is:</b> Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of a Lottery Management Software Solution</p> <p>The identification number of the NCB is: DLB/PRO/290</p>
ITB 3.1	The Source of Funding is: <b>Budgeted Funds 2019</b>
ITB 4.1	<p><b>Eligibility</b></p> <ul style="list-style-type: none"> <li>i. Every bidders should have a valid business registration and should have minimum 10 years' experience in the Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution.</li> <li>ii. Bidder should have a capable technical team for covering all sectors of software Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution.</li> <li>iii. Only bidders who are able to deliver the software product within nine month will be eligible for the bid.</li> <li>iv. Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder is an incorporated company Outside of the Sri Lanka must have local agent or authorized service provider in Sri Lanka preferably registered company registered under the Companies act in Sri Lanka.</li> <li>v. Every bidder who acts as an agent, representative or nominee on behalf of such bidder, a Certificate of Registration issued by the Registrar of Company in Sri Lanka, in accordance with the Contract Act No.3 of 1987 of the Government of Sri Lanka and subsequent gazette notification.</li> </ul>

<b>ITB 4.4</b>	Foreign bidders are not allowed to participate in this bidding.
	<b>B. Contents of Bidding Documents</b>
<b>ITB 7.1</b>	<p>For <b>Clarification Purposes</b> only, the Purchaser's address is:  Attention: <b>Chairman, Procurement Committee</b>  Address:  Development Lotteries Board,  356. Dr. Colovin R. De Silva Mawatha,  Colombo 2.  Telephone: + <b>94114824824</b>  Facsimile number: + <b>94114824824</b>  Electronic mail address: <a href="mailto:agmproc@dlb.lk">agmproc@dlb.lk</a></p> <p>All Clarifications of the Bid Documents should be received by the above, not later than 07 working days prior to the deadline for submission of bids</p>
	<b>C. Preparation of Bids</b>
<b>ITB 11.1 (e)</b>	<p>Documents comprising the bid.</p> <p><b>(a) . The Envelop I, marked as" Technical Qualification" shall include the Originals of the following.</b></p> <ol style="list-style-type: none"> <li>i. Duly signed section iii bid form .(page no.31,37)</li> <li>ii. Original Bid security.</li> <li>iii. Certified copy of the memorandum of articles &amp; memorandum of association, from 20 obtained from Company Register.</li> <li>iv. A resolution passed by the board of directors for assigning an authority to this contract – company secretary certified copy should be attached.</li> <li>v. Certified copy of business registration.</li> <li>vi. Corporate profile of the company together with Audited Accounts for the last 03 years. The set of Accounts should be certified by the Chartered Accountant.</li> <li>vii. List of permanent employees with EPF numbers, with details of staff involved for Software Developing and of System Analyzing. (Technical staff.)</li> <li>viii. Customer list for last 03 years including customer name / address contract details / Job description / contract value / project completion report. (Documentary proof to be provided)</li> </ol>

	<p>ix. Every bidder who acts as an agent, representative or nominee on behalf of such bidder, a Certificate of Registration issued by the Registrar of Company in Sri Lanka, in accordance with the Contract Act No.3 of 1987 of the Government of Sri Lanka and subsequent gazette notification.</p> <p>x. Product methodology and approach including comprehensive architectural and Hardware requirement needed for the solution.</p> <p>xi. Litigation History if any</p> <p>xii. Work plan and completion schedule should be provided.</p> <p>xiii. After sales service and Training programmer.</p> <p><b>(b) The envelope 2, marked an "ORIGINAL OF FINANCIAL BID" shall include the originals of the following.</b></p> <p>iv. Duly filled completed and signed Bid Submission Form.(page 33 &amp; 34)</p> <p>v. Copy of the Bid security</p>
<b>ITB 13.1</b>	Alternate Bids and / or Price Options and/or Technology Options are not allowed. The Bidder must offer only one type/model of a device for each of the items required in this Tender. Offering different options for models or types of equipment under the same or different price options may result in the Bid to be considered as non-responsive
<b>ITB 14.3</b>	Bidder should quote in full : Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution
<b>ITB 14.5</b>	The prices quoted by the Bidder shall be: <b>Fixed</b>
<b>ITB 18.1 (a)</b>	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> <li>● Provide content and translations which require departmental domain expertise on time with a responsible person for clarifications/inputs.</li> </ul> <p>Arrange meetings with relevant end-users and stakeholders of relevant authorities, if the need arises;</p>
<b>ITB 18.1 (b)</b>	After-sales service is: <b>Required</b>
<b>ITB 19.1</b>	The bid should be valid up to <b>91 calendar days from the date of closing of the bid.</b>
<b>ITB 20.1</b>	The bid shall include a Bid Security as per the specimen forms given with the contract issued by a reputed Commercial Bank, approved by the Central Bank of Sri Lanka

ITB 20.2	<p>The value of the bid Security should be <b>01% from the Bidding Price</b> and obtain should be from a reputed Commercial Bank, approved by the Central Bank of Sri Lanka, using Bid Security Form included in Section IV of Bidding Forms in favor of Chairman, Development Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2 and Validity shall be up to <b>119 calendar days from the date of closing of the bid. (validity up to 05.03.2020)</b></p> <p>Bids, which are not secured as above is considered <b>Non-Responsive</b>.</p>								
	<b>C. Submission and Opening of Bids</b>								
ITB 22.1	In addition to the original of the Bid, the number of copies is: one (01)								
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification Mark:: Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution								
ITB 23.1 & ITB 24.1	Bids must be delivered or deposited in the Tender Box at the Procurement Division, Development Lotteries Board, No.356, Dr. Colvin R. de Silva Mawatha, Colombo 02.								
ITB 26.1	<p><b>The bid opening shall take place at:</b>  <b>Address</b> – Development Lotteries Board,  356. Dr. Colovin R. De Silva Mawatha,  Colombo 2.</p> <p><b>Date</b> - 07.11.2019  <b>Time</b> - 02.30pm</p> <p>Bids will be opened immediately after the closing time on the same day (07.11.2019) in the presence of the bidders' representatives who choose to attend in person at the Procurement Division, Development Lotteries Board, (Only one representative from each supplier will be permitted to attend for bid opening)</p>								
	<b>E. Evaluation and Comparison of Bids</b>								
ITB 35.4	<p><b>Certification for evaluation of qualification and experience.</b></p> <p><b>Documentary Evidence should be provided to prove all the Following criteria.</b></p> <table> <tr> <td>1. Incorporation</td><td>Marks</td></tr> <tr> <td>1.1- Company</td><td>- 03</td></tr> <tr> <td>1.2- Sole Proprietor/ Partnership</td><td>- 01</td></tr> <tr> <td></td><td>03</td></tr> </table>	1. Incorporation	Marks	1.1- Company	- 03	1.2- Sole Proprietor/ Partnership	- 01		03
1. Incorporation	Marks								
1.1- Company	- 03								
1.2- Sole Proprietor/ Partnership	- 01								
	03								

2. Experience in software development projects	- 15
2.2 - 15-20 years	- 15
2.3 - 10-15 years	- 12
2.4 - 10 years	- 10
3. Turnover for Last 03 Years	- 10
3.2 - 51 million or more	- 10
3.3 - 26 – 50 million	- 08
3.4 - Minimum 25 million	- 06
6. Lottery related Project experience (Passive Lottery/instant lottery)	- 15
7. Requirement of Software development team (Technical Staff) (CV/ Experience should be included)	- 10
7.2 - Software Architect / Technical lead (1)	- 02
7.3 - Business Analyst (2)	- 02
7.3 - Senior software Engineer (1)	- 02
7.4 - Software Engineers (4)	- 02
7.5 - Q.A Engineers (2)	- 02
8. Product development Methodology and Approach Presentation will be called if necessary	- 35
9. Priority for completion the project Priority will be given as follows for the suppliers who can deliver the solution before the requested timeline within (09 months)	- 05
<u>Period in</u>	<u>Marks</u>
08 months	03
07 months	04
06 months	05
10. After-sales Service, Training ( Application Training and Software developer training)	- 04
11. Quality certificate granted	- 03
<b>All bidder should submit their proposals considering the followings.</b>	
<ul style="list-style-type: none"> <li>● Source code with the documentation should be handed over to the Development Lotteries Board after the commissioning.</li> <li>● Training should be provided for in house software developers and all related diagrams (Architectural diagrams, use case diagrams, class diagrams, etc.) should be provided at the source code training.</li> </ul>	

	<ul style="list-style-type: none"> <li>● All configurations should be documented and training should be provided for configurations.</li> <li>● Software modification, patching procedure should be documented and provided at the developer training</li> <li>● The software product must be delivered within 09 months from the date of the signing of agreement. 06 month free services period is entitled to the contract after commissioning date of the project.</li> <li>● Bidders will be shortlisted after the proper technical evaluation and Short Listed bidders who should demonstrate their product/Solution to the technical evaluation committee before starting the financial evaluation.</li> <li>● Minimum 60 marks should be taken by technical evaluation for qualifying to the financial opening.</li> <li>● The weighted marks for the proposals are as follows. Technical Proposal - 75% Finance Proposal - 25%</li> <li>● The final selection is made upon completion of technical evaluation and financial proposal respectively</li> </ul>
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## Section III Bidding Form

### Table of Forms

**BID SUBMISSION FORM ( TECHNICAL )**

**31**

**DRAFT**

BID SUBMISSION FORM

Date: .....  
[insert date (as day, month and year) of Bid Submission]

No.: .....

To :- Chairman, Departmental Procurement Committee, Development Lotteries  
Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No:.....  
[insert the number and issuing date of each Addenda]
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution.
- (c) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (d) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (e) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (f) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: With Seal :-.....

In the capacity of : - .....

Name of the bidder :- .....

Duly authorized to sign the bid for and on behalf of: .....

Dated on ..... day of .....  
.....

## PRICE SCHEDULE

*Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in para. 4 of the Letter of Invitation.*

- Financial Proposal Submission Form
- Summary of Costs
- BID Security
- Manufacture's Authorization

**DRAFT**

## Envelop 01 Financial Bid

*Date*

Chairman,  
Departmental Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colovin R. De Silva Mawatha,  
Colombo 2.

Dear Sirs:

We, the undersigned, offer to implement the Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution' in accordance with your Request for Proposal dated [*Insert Date*] and our Technical Proposal. Our attached Financial Proposal is for the sum of

( Rs...../.....) This amount is exclusive of Vat 15% which shall be identified during negotiations and shall be added to the above amount.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to the expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference Section ii of the Data Sheet.

.....(*Bidder's Name*)

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

<sup>1</sup> Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.

<sup>2</sup> If applicable, replace this paragraph with: "No commissions or gratuities have been or are to paid by us to agents relating to this Proposal and Contract execution."

**Envelop 01 Financial Bid  
BID Form**

Item	Total Costs to the project as per the BID No DLB/PRO/290
Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution for the Development Lottery Board	
Less :- Discount	Rs. (... .. )
Discounted Value	Rs: .....
Add: - If any	Rs: .....
Total Without VAT	Rs: .....
Add :- Vat	Rs: .....
Total With VAT	Rs: .....
Total value In words:-Rs: ..... .....	

1. Completion period required from the date of the letter of award for Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution is (in words) .....Months.

02. We have furnished Bid security No..... from  
.....

I/We agree to abide by the conditions stipulated in your Bid No. : DLB/PRO/290

.....  
Authorized signature of the Bidder (Official seal of the Company)

Witness 1: (Signature, Name & Address)

.....  
.....  
.....

Witness 2: (Signature, Name & Address)

.....  
.....  
.....

Company Name :- .....

Company Address :-.....

T.P & Fax Number :-.....

Email Address :- .....

Date :-.....

## BID GUARANTEE

*[this Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]  
----- [Insert issuing agency's name and address of issuing branch or office] -----*

**Beneficiary :** Chairman, Departmental Procurement Committee, Development  
Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2.

**Date:** ----- *[insert (by issuing agency) date]*

**BID GUARANTEE No.:** ----- *[insert (by issuing agency) number]*

We have been informed that-----*[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners]* (hereinafter called "the Bidder") has submitted to you its bid dated -----*[insert (by issuing agency) date]* (hereinafter called "the Bid") for the supply of *[insert name of Supplier]* under Invitation for Bids No -----*[insert IFB number]* ("the IFB").

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee. At the request of the Bidder, we-----*[insert name of issuing agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[insert amount in figures]* ----- *[insert amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the bid conditions, because the Bidder:

- (a) Has withdrawn its Bid during the period of bid validity specified; or
- (b) Does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB"); or
- (c) having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to *(insert date)*

Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date. \_\_\_\_\_

[signature(s) of authorized representative(s) ]

## MANUFACTURER'S AUTHORIZATION

*[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Bidder shall include it in its bid, if so indicated in the BDS.]*

Date: *[insert date (as day, month and year) of Bid Submission]*

No.: *[insert number of bidding process]*

To: *[insert complete name of Purchaser]*

### WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

Duly authorized to sign this Authorization on behalf of: *[insert complete name of Bidder]*

Dated on .....day of.....,.....*[insert date of signing]*



### Section III Bidding Form

#### TECHNICAL PROPOSAL SUBMISSION FORM

*Date*

Chairman,  
Departmental Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colovin R. De Silva Mawatha,  
Colombo 2.

Dear Sirs:

We, the undersigned, offer to implement the Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution project in accordance with your Request for Proposal dated.....and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope.

We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference 1.12 of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference 7.2 of the Data Sheet.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

Address: \_\_\_\_\_

---

<sup>2</sup> [*Delete in case no association is foreseen.*]

## Terms of Reference

Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution.

### 1. Background

The DLB has identified the necessity to develop a new lottery management system(LMS) with the intention of transforming the current lottery operation to a more efficient and effective system while introducing the management to initiate timely decisions and respond to the competition effectively. The proposed system should focus on executing lottery operations by using the latest technology and services to meet the expected business outcomes of DLB,Sri Lanka.

### 2. The objective of the Project

DLB is intended to purchase a software product that supports organizational requirements from a reputed firm in order to streamline and standardize the draw processes and to implement some of the global best practices being followed in similar organizations. The envisaged Software product should achieve the following objectives:

1. Standardization and automation of the drawing process in order to enhance the operational efficiency of Sales.
2. The better system controls through segregation of duties
3. To be better informed and timely decision making for the management
4. Facilities for users to work efficiently in order to improve the organization's productivity (Keep provision to be integrated with Finance modules)
5. Avoid duplication of records and manual operations of the DLB enabling the company to make data-driven decisions
6. Commence developments, modifications and patching by in house software development team by mention DLB owned source code controlling system.

### 3. Scope of the Work

**3.1** Project completion period is 09 months from the date of the signing of agreement.

#### 3.2 System Study Phase

- a. Analyze the mandates related to draw and sales processes
- b. Study policies, processes & procedures related to the draw process and main functions, processes of the Finance Division which needs to be integrated with LMS:
- c. Identify the major internal and external stakeholders in order to assess the criticality of their involvement
- d. Identify processes that can be improved and get them signed off by the management.
- e. Document the Business Requirements Specification
- f. Suggest a recommend a way forward approach to DLB, for successful integration of the Proposed ERP System.
- g. Estimation of detailed cost, time and effort required for the proposed solution implementation to meet the vision of DLB as mentioned above.

- h.. Provide functional and non - functional feature recommendations for the Software solution including but not limited to:
- System architectural recommendations
  - Specifications recommendation for modern features
  - Configurable report generator that could be configured to use different criteria for generating a report for management decision making for the current scenarios as well as the anticipated future scenarios
  - Specifications for a configurable information exchange engine
  - Interconnecting and integration requirements with stakeholders for ensuring interoperability.
  - Assess the web and portal requirements of the DLB connecting with related stakeholders
  - Assess the changes that would occur due to the new system/requirement and prepare a Change Management Plan
  - Hosting and management of the IT infrastructure required

### 3.2 System implementation Phase

1. Web applications which needs to be exposed for external users should have user identity management facility. Authentication and authorization should be managed by SAML, oAuth 2.0/OpenID\_connect or XACML protocols.
2. At a high level, organizations should follow these best practices to identify security risks from third-party engagements:
  - Maintain an inventory of all third-party assets, in addition to their interactions with upstream and downstream assets in the organization.
  - Review third-party service level agreements (SLAs) and non-disclosure agreements (NDAs) before use any software components/libraries.
  - Implement mitigating controls for securing all third-party entry and exit points.
  - Examine authorized and unauthorized access to systems from third-party assets.
  - Take control and ownership of key management, data stores, and other critical assets hosted by the third party.
  - Necessary software licenses should be purchased by following the proper procedure.
3. Necessary web portals must be compatible with all the currently available browsers and no plugins are to be required as default to access the portal.
4. Testing to be done on all applicable platforms to ensure that portal is stable and runs fast on all.
5. Web portal must be safe and secure and free of any malware, adware or any such unsecure and unwanted scripts. Security audit and testing of the portal at regular intervals to keep it secure
  - Protect App from Cross-Site Scripting (XSS) attacks(Persistent XSS, Reflected XSS and DOM-based XSS)
6. Access for registered users to be provided based on the types of the user role which may govern number of pages/content to be displayed.

7. Resetting password should be automated by sending “OTP” password to requesting users mobile number. Existing SMS Gateway API can be provided for this development.
8. Separate dashboard should be provided for internal auditors.
9. All licenses, if any, to be procured in the name of Development Lotteries Board.
10. The Vendor will be required to fix any vulnerability in the solution after conducting a penetration testing for all applications at no additional cost during the entire tenure of the contract. These vulnerabilities can be detected by the DLB or can be a finding of any internal or external audit conducted by the external company or its auditors.
11. The selected bidder has to participate in the below events in order to make the project a success.
  - i. Business Blueprint/System Design document Review
  - ii. Participate for review meetings
  - iii. Ensuring standardized, industry best practices adaptation during the implementation
  - iv. Configuration/Set-Up Reviews and get approvals
  - v. Participate for pre Go-Live readiness review
  - vi. Participate for post-Go-Live and system handing over process
12. The Vendor is required to note the following points:
  - The Vendor has to size the Solution covering hardware, software & services to ensure availability, scalability, redundancy, and performance of the solution, and to meet technical and functional requirements as per the terms of the RFP within the timeframe prescribed by the Company.
  - The Vendor is completely responsible for the proposed solution to meet the scope and objectives of the RFP and all addenda & corrigenda issued thereafter. The Company assumes no responsibility for assumptions made by the Bidder. In the event the proposed solution fails to meet the Service Level Agreement (SLA) service levels and the scope and objectives of the RFP (and addendums), the Bidder will have to upgrade, modify or replace the solution at no additional cost to the Company.
  - The Bidder is required to design, develop, procure, supply, install, train staff/developers, test, deploy the solution until DLB take over the complete ownership with the source code and maintenance of the solution. The bidder has to deploy the solutions at the primary data center and data recovery site.
13. Existing Data should be migrated to the new system from existing system.
  - Data migration should be done through proper plan.
  - All lottery related data must be migrated to the new system.

In addition to the above, the organization should develop appropriate training material in order to train back end administrative and user interfaces.

### 1.3 Guidelines, Best Practices for software development team.

- Standard coding guidelines and best practices should be followed by software developers.
- Code quality should be tested by developer using DLB recommended tools before committing the codes.
- Secure coding best practices should be followed for critical applications and web portals. DLB recommended Tools (SonarQube, Veracode, etc..) needs to be used for secure code testing.
- DLB will review codes during the development and codes should be committed to the main branch after going through proper review process.
- Source code should be kept under the DLB owned versioning control system (Git) and all modifications has to be done under the supervision of DLB developers.
- Source codes should not be kept in any private place except the developer's computer/laptop.
- DLB management has the power to terminate the project in case of any unauthorized source code sharing or any malpractices occurred.

### Functional Requirement

- **Requirement of modules for Analyzing, Designing, Developing, Installation, Commissioning and Staff Training of Lottery Management Software Solution.**

#### Modules/Components of Existing Lottery Management System.

##### 1. Distribution Management (Web Based)

- Order
  - Create orders
  - Approve/Reject orders
  - Amend orders
  - View order status
  - Cancel orders
  - View order history
- Quota
  - Approve within quota orders
  - Request for exceeded quota orders
  - Approve exceeded quota orders
  - Amend orders within quota
- Inventory
  - Create invoice
  - Create invoice for partly issues

- Hold the orders
- Cancel invoice
- View/Print invoice list
- Dispatch
- Cancel Dispatch
- Transfer stocks for Distributor branch office
- Stock receiving and verification
- Pre-Draw returns
- Sales
  - Dealer issues
  - Dealer returns
  - Issue free offers
- Control
  - Sales processing
  - Draw processing
- Reports
  - Sales reports
  - Stock reports
  - Distributor outstanding reports
  - Account balance
  - Transaction details
- User
  - Create user
  - Unlock/reset password
  - Define user roles

Distribution management (Ticket Orders, approvals and return) related roles and corresponding privileges are defined in Table 04.

### 2. Stock Management for Draw and Instant tickets

- Purchase
  - Purchase Requisition
  - Purchase Orders
- Instant Game Maintenance
  - Create new game
  - Create prize structure
  - Approve new game
  - New game launch
- Inventory
  - Create Good Received Note
  - Request from sub stores



- Issues to sub stores from Main Stores
- Reports
  - Stock Position
  - Stock Receipts
  - Pending Delivery

Stock management System related user roles and privileges are defined in table 01.

### 3. Finance Operation

- Credit Management
  - Credit Limit Maintenance
  - Bank Guarantee Maintenance
  - Create outstanding
  - Unlock issues
- Sales Management
  - Allow manual sales
- Prize Management
  - Prize Payment for Withholding Tax
  - Suspend Prizes
- Reports
  - Credit Aging – Draw & Instant
  - Outstanding settlements
  - Distributor Age Analysis

Finance Operation related roles and privileges are defined in Table 2.

### 4. Marketing Operation

- Agent Management
  - Dealer Maintenance
  - Distributor Maintenance
  - Assign Distributors for ASPO
- ASPO Management
  - ASPO Maintenance
  - TM Maintenance
  - Assign Distributors for TM
- Sales Management
  - Quota Maintenance
  - Margin Maintenance
  - Create Promotional Free Tickets
  - Create Promotional Free Vouchers
- Reports
  - Dealer Sales Statement for Insurance
  - Dealer Incentive Statement

Marketing Operation Related roles and privileges defined in 3rd table



5. Management Information System should be able to generate reports to comply below requirements.

- Sales
  - Draw wise
  - Distributor wise
  - District wise
  - Target Achieved
- Stock
  - Distributor Stock Analysis
  - Distributor Return Analysis
  - Book inquiry
- Distributor
  - Distributor status
  - Distributor Advances
  - Active/Inactive Distributors
  - Distributor Bank Guarantee
  - Distributor outstanding
- Dealer
  - Dealer Status
  - Dealer Performance
  - Dealer Deposits/Refund
  - Active/Inactive Dealers

6. Receiving and Payments

- Payment Module
  - Winner Prize Payment
  - General Payment
  - Dealer Promotional Prize Payment
  - Create Free Vouchers for Promotions
- Dealer Module
  - Direct Sales
  - General Receipts
- Distributor Module
  - Distributor Receipts
- Reports
  - Prize Summary

Receiving and payments related roles and privileges are defined in Table 02 and Table 03

7. Lottery System

- Daily Reports
  - Cash Summary
  - Voucher Summary
  - Stock Balance
  - User wise Sales
- Monthly Reports
  - Distributor Commission
  - Distributor Validation Allowance
  - B.T.T
  - Agent Statement
  - Target Reports

8. Results Scheduler

- Winner File Upload
  - Auto and Manual File Upload
- Send Results to Distributors
  - Auto generated email of Draw Results
  - Auto generated email Result Sheet
  - Copy the Winner File to FTP Location

9. Alert Services

- Marketing
  - Purchase Requisition
- Finance
  - Purchase Orders
- Main Stores
  - Request from Sub stores
- Sub stores
  - Issues to Main Stores

10. SMS Services

- Orders
  - Send SMS when create an order
- Escalation
  - Escalate the SMS if no action taken by ASPO
- Invoice
  - Send SMS when hold or reject the order with reason
  - Send SMS after create invoice

11. Web Application to upload results for IVR and e-Lotteries

- Draw Module
  - Winning Numbers
  - Upload Winner File
  - Split winner file and send them to particular Agent.
- Publish Results through an API for
  - Third parties
  - E-Lottery agents.
- IVR
  - Transfer Data to IVR

12. Dealer and Distributor Incentives Management

- File
  - Upload Margin
  - Upload Target
- Dealer Incentive
  - Setting Parameters
  - Create Incentive Vouchers
  - Create Bank Transfers
- Distributor Incentive
  - Setting Parameters
- Reports
  - Dealer Incentive Summary and Detail
  - Distributor Incentive Summary and Detail

13. Promotional Vouchers and Bank Transfers

- Cash Vouchers
  - Setting Parameters
  - Generate Cash Vouchers
- Incentive Vouchers
  - Print Incentive Vouchers
- Bank Transfers
  - Create file for Bank Transfers
- Reports
  - Dealer Incentive Payment Summary
  - Hold Incentive Payments

14. Distributor Validation and Inventory Control System

- Centralized Ticket Validation for Distributors and Dealers
  - Draw Ticket Validation
  - Instant Ticket Validation
  - Winner File Upload

## Section IV: Schedule of Requirement

- Inventory
  - Create Items
  - Dealer Issues
- Reports
  - Validation Summary
  - Processed Summary
- User
  - Create Users

### 15. API for Prize Payment workflow

- Winning Ticket

### 16. API for Bank Integration

- Integrate cash uploads for distributors

### 17. Combination Number Upload and Verification

- Consignment
- Draw
- Reports
  - Upload History
  - Missing Combination Numbers

### 18. Distributor Transaction Statement

- Email Distributor Transaction Statement

### 19. Accounting system Integration

## Section IV: Schedule of Requirement

Stock Management System related user Roles and privileges.

No	Function Description	User Roles						
		Marketing		Finance				
		Clerk	AGM	Clerk	AGM	Store Clerk	Sub Store Clerk	Finance Officer
1	Excel Template Creation for Purchase Requisition	ü	ü					
2	Ticket Print Request Authorization	ü	ü					
3	Ticket Print Request Create	ü	ü					
4	Ticket Print Request View				ü			
5	Ticket Print Order Authorization			ü	ü			ü
6	Ticket Print Order Creation	ü		ü	ü			ü
7	TicketPrintOrder.View							ü
8	Stock Receiving Creation					ü		
9	Stock Receiving Confirmation					ü		
10	Stock Receipt View					ü		
11	Stock Issue Request		ü				ü	
12	Stock Issue Create	ü	ü			ü		
13	Stock Issue Confirm		ü				ü	
14	Instant Game Create		ü					
15	Instant Game Authorization		ü					
16	Instant Game Confirmation	ü	ü	ü	ü			
17	Instant Game Schedule To Launch		ü					
18	Instant Game Launch	ü			ü			
19	Instant Game View			ü	ü			
20	Instant Game Launch Notify			ü	ü			
21	Instant Print Request Create			ü	ü			
22	Instant Print Order Authorization							ü
23	Instant Print Order Create					ü		ü
24	Instant Print Order Handover					ü		ü
25	Instant Print Order View					ü		ü
26	Instant Stock Receiving Authorization					ü	ü	
27	Instant Stock Receiving Creation							
28	Instant Stock Receipt View							
29	Instant Issue Request Create							
30	Instant Stock Issue Create							

## Section IV: Schedule of Requirement

Table 01.

Finance operation and related roles and privileges.

No	Function Description	User Roles					
		Account Clerk	MOU Clerk	Sales AGM	Finance Officer	Internal Auditor	Finance AGM
31	BankGuarantee.Claim	ü			ü		ü
32	BankGuarantee.ExtOneDay	ü			ü		ü
33	BankGuarantee.New	ü			ü		ü
34	BankGuarantee.Report	ü			ü		ü
35	BankGuarantee.Update	ü			ü		ü
36	BankGuarantee.View	ü			ü	ü	ü
37	Distributor Credit Limit Extend			ü			
38	Distributor Credit Limit Approve			ü			
39	Distributor Credit Limit Create		ü	ü			
40	Distributor Credit Limit Multiple		ü	ü			
41	Distributor Credit Limit Report View		ü	ü		ü	
42	Distributor Credit Limit Set		ü	ü			
43	Distributor Credit Limit Expired View		ü	ü		ü	
44	Prize Suspend Approve						ü
45	Prize Suspend Create	ü					ü
46	WithHoldingTax New	ü					ü
47	WithHoldingTax History	ü					ü
48	WithHoldingTax Update	ü					ü

## Section IV: Schedule of Requirement

Table 02

Dealer Distributor and Sales force related Roles and corresponding privileges.

No	Function Description	Marketing Clerk	Marketing AGM	Sales AGM	Cash Counter Clerk
49	ASPO.Add	ü	ü	ü	
50	ASPO.Edit	ü	ü	ü	
51	ASPO.Promote	ü	ü	ü	
52	ASPO.View	ü	ü	ü	
53	Dealer.Add	ü	ü	ü	
54	Dealer.Edit	ü	ü	ü	
55	Dealer.Promote	ü	ü	ü	
56	Dealer.View	ü	ü	ü	
57	Distributor.Add	ü	ü	ü	
58	Distributor.Edit	ü	ü	ü	
59	Distributor.View	ü	ü	ü	
60	SO.Add	ü	ü	ü	
61	SO.Edit	ü	ü	ü	
62	SO.View	ü	ü	ü	
63	Dealer Deposit				ü
64	Distributor Deposit				ü
65	Deposit Refund				ü
66	Dealer Registration				ü

Table 03

Distribution Management (Ticket Orders, approvals and return) related roles and corresponding privileges.

No	Function Description	Distributor	ASPO	TM	AGM Sales	Counter Clerk	MOU Clerk	Sub Store Clerk	Finance OFF	Accounts AGM
67	Ticket Order Creation	ü	ü	ü	ü	ü				
68	Ticket Order Approval		ü	ü	ü					
69	Invoicing					ü	ü			
70	Quota Exceed Approval			ü	ü					
71	Dispatch							ü		
72	Ticket Returns	ü								
73	Sales and Return Confirm	ü								
74	Issue Unlock								ü	ü



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Hierarchy	Criterion	DLB Comments	K = Knock-Out, B = Business Critical, D = Desirable	Module(s) Support	Vendor's Response Reference	Comments
<b>1</b>	<b>Distributor Management</b>					
<b>1.1</b>	<b>General</b>					
1.1.1	Ability to define multi-level distributor-agent hierarchy with parent-child relationship		K			
1.1.2	Ability to re-assign an agent to a different distributor		K			
1.1.3	Ability to define agents with DLB as parent (Direct Agents)		K			
1.1.4	Ability to create black list for distributors and agents		K			
1.1.5	Ability to create and maintain the location wise information in the system and use it in all levels of transactions		K			
1.1.5.1	<i>Sales Region</i>		K			
1.1.5.2	<i>District</i>		K			
1.1.5.3	<i>Area</i>		K			
<b>1.2</b>	<b>Item Master</b>					
1.2.1	Ability to create/modify and remove an authorized distributor list		K			
1.2.2	Availability of system generated distributor ID		K			
1.2.3	Ability to capture following details of a distributor:					
1.2.3.1	<i>Distributor code/ID</i>		K			
1.2.3.2	<i>Distributor Name</i>		K			
1.2.3.3	<i>Business Registration No./NIC</i>		K			
1.2.3.4	<i>Contact Person</i>		B			
1.2.3.5	<i>Sales Region</i>	<i>no</i>	K			
1.2.3.6	<i>Tel No</i>		B			
1.2.3.7	<i>Mobile No</i>		B			
1.2.3.8	<i>FAX No</i>		B			
1.2.3.9	<i>Address (Billing Address)</i>		B			

1.2.3.10	Multiple business addresses to indicate multiple operating locations		K			
1.2.3.11	Own an Agency (Yes/NO)		K			
1.2.3.12	Email address/website information		K			
1.2.3.13	Distributor Status (Active/Inactive etc)		D			
1.2.3.14	Payment methods(all, Bank guarantee, Credit voucher etc)		K			
1.2.3.15	Bank Account details		K			
1.2.3.16	Bank guarantee details(System should support to validate against distributor credit limit)					
1.2.3.16.1	Amount		K			
1.2.3.16.2	Bank & branch	no	K			
1.2.3.16.3	Expiry Date		K			
1.2.3.17	Credit Limit		K			
1.2.3.18	Delivery terms		K			
1.2.3.19	Default GL Receivable Control Account		K			
1.2.3.20	Payment Method		K			
1.2.3.21	Main product codes of the Distributor		K			
1.2.3.22	Transaction history		K			
1.2.3.23	Assign dealers for distributors					
1.2.3.24	Assign distributors to ASPA and TO					
1.2.4	Ability to create/modify and remove an authorized Agent list		K			
1.2.5	Agent ID		K			
1.2.6	Ability to capture following details of an Agent:					
1.2.6.1	Agent code/ID		K			
1.2.6.2	Agent Name		K			
1.2.6.3	Agent Type (Company, Individual)		K			
1.2.6.4	Agent mode (Direct, Indirect)		K			
1.2.6.5	Business Registration No:/NIC		K			
1.2.6.6	Contact Person		B			
1.2.6.7	Distributor		K			
1.2.6.8	Sales Region		K			
1.2.6.9	Tel No		B			
1.2.6.10	Mobile No		K			

1.2.6.11	FAX No		K			
1.2.6.12	Address (Billing Address)		K			
1.2.6.13	Multiple business addresses to indicate multiple operating locations		K			
1.2.6.14	Email address		K			
1.2.6.15	Agent Status (Active/Inactive etc)		K			
1.2.6.16	Transaction history		K			
1.2.6.17	Commissions given (per month, per year, per draw, per produce)Agent/E-Lottery Agent		K			
1.2.7	Ability to track Distributer attachment history of an Agent		K			
1.2.8	Ability to track comprehensive audit trails for item master data		K			
1.2.9	Maintain statistics for each Distributer over a date range for the following criteria:					
1.2.9.1	Payment history		B			
1.2.9.2	Order history per item/product		B			
1.2.9.3	Commissions taken/given		B			
1.2.9.4	Agent list		B			
1.2.9.5	Credit Voucher details		B			
1.2.10	Ability to setup GL Revenue and Distributer account for each debtor so that it will be defaulted while recording the invoice		K			
1.2.11	Retain history of deleted or deactivated Distributer & Agent lists		K			
1.2.12	Facility to upload dealers photo and signature					
1.2.13	Facility to enter bank account details					
1.2.14	Ability to assign distributor for demarcation					
1.2.15	Create ASPA and TM					
1.2.16	Facility to enter personel information of ASPA (phone no / email)					
<b>1.3</b>	<b>Sales Targets</b>					
1.3.1	System should facilitate to define sales targets for following:					

1.3.1.1	Item Category		B			
1.3.1.2	Item Sub-category		B			
1.3.1.3	Item Code		B			
1.3.1.4	Draw date		B			
1.3.1.5	Draw number		B			
1.3.2	System should facilitate to provide targets for following periods:					
1.3.2.1	Yearly		K			
1.3.2.2	Quarterly		B			
1.3.2.3	Monthly		D			
1.3.2.4	Daily		D			
1.3.3	System should facilitate to define targets at following levels:					
1.3.3.1	Region wise target		K			
1.3.3.2	District wise targets		D			
1.3.3.3	Distributor wise targets		B			
1.3.3.4	Agent wise targets		D			
1.3.4	System should facilitate to sub divide the targets for different levels		B			
1.3.5	Ability to view the targets assigned to different levels		D			
1.3.6	System should facilitate to define targets in quantities	ok but no values	K			
1.3.7	Ability to view the past year targets and actual		B			
1.3.8	System should facilitate to forecast based on the targets		D			
1.3.9	Ability to define commission structure/prizes for the achievement of targets		D			
<b>1.4</b>	<b>Sales Order Creation</b>					
1.4.1	System should facilitate to generate the sales orders					
1.4.1.1	Should do through online system		K			
1.4.2	System should facilitate to define order series		K			
1.4.3	System should support sales order approval flow		K			
1.4.4	A sales order should contain following minimum details					

1.4.4.1	<i>Sales Order Number (Auto Generated)</i>		K			
1.4.4.2	<i>Distributor Details</i>		K			
1.4.4.3	<i>Area/District</i>		K			
1.4.4.4	<i>Order Date</i>		K			
1.4.4.5	<i>Items (Code, Description, Draw date, Draw/Instant)</i>		K			
1.4.4.6	<i>Quantities(no. of books from each category) - Starting book#, Ending book# ( book number range should be automatically filled once the quantity is specified)</i>		K			
1.4.4.7	<i>Total Value + Breakup of Sales order for each draw</i>		K			
1.4.4.9	<i>Commission (per item &amp; total)</i>		K			
1.4.4.10	<i>Payment Methods</i>					
1.4.4.10.1	<i>Cash</i>		K			
1.4.4.10.2	<i>Credit Voucher</i>		K			
1.4.4.10.3	<i>Bank Slip</i>		K			
1.4.4.10.4	<i>Bank Guarantee</i>		K			
1.4.4.10.5	<i>BCGR</i>		K			
1.4.4.10.6	<i>Credit</i>		K			
1.4.4.11	<i>Payment Terms</i>		B			
1.4.4.12	<i>Delivery Terms (eg. Self Collect, To be Delivered)</i>		D			
1.4.4.13	<i>Expected delivery dates, quantities, address(location)</i>		K			
1.4.4.14	<i>Packing Details</i>		D			
1.4.4.15	<i>Distributor order Reference(if applicable)</i>		B			
1.4.5	Ability to validate the distributor order reference in order to avoid duplication of orders		K			
1.4.6	Ability to notify and hold the order upon exceedence of distributor account balance (Bank guarantee limit - if credit sales introduced to all games) and/or if the distributor flagged as "outstanding"		K			
1.4.7	Ability to issue on advance credit basis when distributor does not have enough account balance and if it approved by higher authority					
1.4.8	Ability to maintain a separate record for advance credit based sales against each distributor ("A Book" in As-is)					

1.4.9	Ability to allocate stocks to a distributor's virtual warehouse once the sales order is approved		K			
1.4.10	System should always start allocating the ticket books from the subsequent book no. of previous sales order of same item		K			
1.4.11	Ability to release the hold orders only with a higher approval		K			
1.4.12	Ability to check the stock availability at the time of sales order creation		K			
1.4.13	Ability to track the status of sales orders		K			
1.4.14	Ability to place a sales order temporary without affecting the order number sequence		K			
1.4.15	Ability to recall incomplete sales orders		K			
1.4.16	Ability to fully or partly allocate stock for a sales order.		K			
1.4.17	Ability to de-allocate stock from a sales order with a higher approval		K			
1.4.18	Ability to maintain different statuses for sales orders. (eg. Pending for approval, Approved, Invoiced, Delivered)		K			
1.4.19	Ability to cancel a sales order with higher approval		K			
1.4.20	Hard allocation of stock to sales orders in approved status, which cannot be deallocated until the status of sales order changed back.		K			
1.4.21	System should facilitate to hold/block sales orders manually stating the reasons.		K			
1.4.22	System should facilitate to cancel the sales order by a higher-level user.		K			
1.4.23	Create orders by distributor for Cash, Credit and guarantee					
1.4.24	Ability to view target, quota, current stock					
1.4.25	Order approve by ASPA, JM, AGM-s-m					
1.4.26	After creating order sms send to relevant ASPA					
1.4.27	If there is no action taken by ASPA, the sms escalated to TM after 10 minuits, againe it will escalated					
	AGM-m after 15 mininuits					
1.4.28	Order has to authorized by MOU. If order exceed by quota, It will be requested authorized by AGM-S					



	or Sales officer.					
1.4.29	After authorized by MOU the orders will be directed to cash/credit counter					
1.4.30	Credit / Cash counter will be invoice for the order					
1.4.31	If order cannot process, order should be hold by counter staff and immediately SMS will be send to distributor with the reason.					
1.4.32	If invoice the order fully or partly and SMS will be send to distributor with partly / fully issue details.					
1.4.33	Facility to ammend bank guarantee amount and expire date by finance officer.					
1.4.34	Ability to view bank guarantee expire details for given date					
1.4.35	Facility to view bank guarantee transaction history					
1.4.36	Ability to generate a report for excisting bank guarantee information					
1.4.37	Facility to create credit limit for regular draws, special draws, instant lotteries seperately by MOU div.					
1.4.38	Ability to authorize credit limit by AGM-S					
1.4.39	Ability to block ticket issue automatically if there is any outstanding for distributors					
	Facility to release the block of ticket issue by AGM-F/ FO					
1.5	Reports					
1.5.1	Distributor quota status					
1.6	<b>Distributor</b>					
1.6.1	Add stock by distributor					
1.6.2	Issue to dealer and generate a invoice					
1.6.3	Accept returns from dealers					
1.6.3.1	Facility to scan tickets and accेत returns					
1.6.4	Facility to create branches/ locations					
1.6.5	Ability to transfer stocks from distributor office to branches					

1.6.6	Ability to issue ticket from multiple locations of the distributors					
1.6.7	Facility to view distributor account balance (draw balance, instant balance, outstanding) and their transactions					
1.6.8	Ability to identify the stock level of the distributor location wise					
1.6.9	Facility to create/ delete/ modify users by distributor					
1.6.10	Ability to enter dealer and distributor deposits					
1.6.11	Ability to enter dealer registration fee					
1.6.12	Ability to refund dealer / distributor deposits					
1.6.13	Ability to refund distributor advance					
<b>1.7</b>	<b>Invoicing</b>					
1.7.1	System should be able to raise a invoice for each sales order using sales order as the base document.		K			
1.7.2	Ability to capture following Components of an Invoice:		K			
1.7.2.1	<i>Invoice number (System generated)</i>		K			
1.7.2.2	<i>Invoice Type (Tax/Non Tax, Cash/Credit etc)</i>		K			
1.7.2.3	<i>Invoice date (Not editable for the user)</i>		K			
1.7.2.4	<i>Sales Channel (over the counter, delivery)</i>		K			
1.7.2.5	<i>Relevant Sales Representative(or person who raised the invoice)</i>		K			
1.7.2.6	<i>Sales Order Reference</i>		K			
1.7.2.7	<i>Dispatch note reference</i>		K			
1.7.2.8	<i>Distributor Code</i>		K			
1.7.2.9	<i>Distributor Name/Description</i>		K			
1.7.2.10	<i>Distributor address</i>		K			
1.7.2.11	<i>Area/District/Region</i>		K			
1.7.2.12	<i>Item Line Details(must be able to invoice multiple items in single invoice)</i>		K			
1.7.2.12.1	<i>Item Code</i>		K			
1.7.2.12.2	<i>Item Description</i>		K			
1.7.2.12.3	<i>Draw date</i>		K			

1.7.2.12.4	Quantity (no. of books/tickets)		K			
1.7.2.12.5	Start book number(should be picked by the system subsequent to the previous invoice made)		K			
1.7.2.12.6	Last book number(should be picked by the system once quantity is given)		K			
1.7.2.12.7	Unit Price		K			
1.7.2.12.8	Line Total		K			
1.7.2.12.9	Additions/deductions (with remarks)		K			
1.7.2.13	Billed Address	no	K			
1.7.2.14	Delivery Address	no	K			
1.7.2.15	Delivery Date		K			
1.7.2.16	Delivery Terms (eg. Self Collect, To be delivered)		K			
	Delivery Mode					
1.7.2.17	Payment Terms		K			
1.7.2.18	VAT Registration Number of Company (for TAX Invoices only)	no	D			
1.7.2.19	Invoice line Discount(if applicable - promotions)		D			
1.7.2.20	Total discount amount		D			
1.7.2.21	Net Amount		K			
1.7.3	Ability to raise a sales invoice in following methods:					
1.7.3.1	Invoice against sales order		K			
1.7.3.2	Direct Invoice		K			
1.7.3.3	Dispatch note		K			
1.7.3.4	Inventory transfer note (to distributor locations)		K			
1.7.4	Ability to notify and hold the invoice upon exceedence of distributor credit limit/outstanding		K			
1.7.5	Ability to release the hold invoice only with a higher approval		K			
1.7.6	Ability to check the stock availability at the time of invoicing		K			
1.7.7	Ability to de-allocate stock from an invoice with higher approval		K			
1.7.8	Ability to cancel an invoice with higher approval		K			

1.7.9	System should facilitate to maintain links between invoice number, sales order number and stock item batch/barcode numbers of stocks allocated		K			
1.7.10	System should facilitate to create partial value invoices for partial deliveries of a given sales order.		K			
<b>1.8</b>	<b>Receipts</b>					
1.8.1	Ability to enter unallocated receipts (e.g. receipts where the invoice number is not mentioned)		K			
1.8.2	Ability to enter advance receipts (e.g. where money is being paid in advance and where the invoice number is not mentioned).		K			
1.8.3	Ability to allocate unallocated receipts/advance receipts at a later to one /many invoices		B			
1.8.4	Ability to generate a receipt for a cash payment. This can include advance and unallocated receipts.		K			
1.8.5	Ability to generate a receipt against bank slips		K			
1.8.6	Receipt should have at the minimum following fields					
1.8.6.1	<i>Receipt Number (Serial sequence)</i>		K			
1.8.6.2	<i>Date and Time</i>		K			
1.8.6.3	<i>Distributor Code, Name &amp; Address</i>		K			
1.8.6.4	<i>Mode of Payment – Cash/ PD Cheque/ Bank Slips(specifying the Bank account details)</i>		K			
1.8.6.5	<i>Invoice number (if applicable)</i>		B			
1.8.6.6	<i>Reference Number</i>		B			
1.8.6.7	<i>Receipt amount (with a break up for Draw &amp; Instant)</i>		K			
1.8.6.8	<i>Draw Date, Number &amp; Game</i>		K			
1.8.6.9	<i>Cheque number</i>		K			
1.8.6.10	<i>Cashier/Terminal number</i>		D			
1.8.6.11	<i>Authorized Officer</i>		K			
1.8.6.12	<i>Remarks fields</i>		D			
1.8.7	System should facilitate to raise a receipt against a single or multiple invoices		B			

1.8.8	If receipt was created from a manual receipt book or in the legacy system, it need to be entered to the system at a later time and date. For manual receipts reference no, date and manual receipt book number should be captured.		B			
1.9	<b>Sales Returns</b>					
1.9.1	The system should facilitate managing of sales returns by distributors		K			
1.9.2	System should facilitate to raise a sales return note against an invoice or a delivery note		K			
1.9.3	Sales Return Note should maintain following information					
1.9.3.1	<i>Sales return note number</i>		K			
1.9.3.2	<i>Sales return note date</i>		K			
1.9.3.3	<i>Distributor Details</i>		K			
1.9.3.4	<i>Sales Return type (Rejected, Unsold)</i>		K			
1.9.3.5	<i>Reference document number (System Invoice No, Delivery Document number)</i>		K			
1.9.3.6	<i>Return accepted by/Authorized by(Maker/Checker)</i>		B			
1.9.3.7	<i>Item Condition (Damaged/ Not damaged)</i>		B			
1.9.3.8	<i>Accepted stock location/Warehouse</i>		B			
1.9.3.9	<i>Bin storage number</i>		B			
1.9.3.10	<i>Return note status (Approved, Credit given, rejected)</i>		B			
1.9.3.11	<i>Item code(must be able to record multiple item categories in a single return note)</i>		K			
1.9.3.12	<i>Draw date &amp; Category</i>		K			
1.9.3.13	<i>Quantity</i>		K			
1.9.3.14	<i>Book/Ticket serial no. (must be able to specify multiple ranges or individually)</i>		K			
1.9.4	System should facilitate to raise a general credit note where phisicaly return the tickets, and will be able to scan the return tickets.		K			
1.9.5	System should automatically update distributor account with relevant amounts, once the Sales Return Note or Credit Note is authorized.		K			

1.9.6	System should flag Distributer account as "Outstanding returns" once the credit note is not authorized					
1.9.7	Once the returns has recorded system should automatically update/calculate the Sales file for that particular draw		K			
1.9.8	System should facilitate to raise a credit note based on the Sales Return Note		K			
<b>1.1</b>	<b>Credit Vouchers (Needs to be agreed prior to implementation)</b>					
1.10.1	System should be able to raise credit vouchers for winning tickets submitted by distributors in:		K			
1.10.1.1	<i>Emails</i>		K			
1.10.2	Ability add a commission for each scanned ticket sent by distributor and add it back to the same credit voucher. (this should be process seperately)	no manually deposit to account	K			
1.10.3	Ability to auto generate the credit voucher for the entitled amount once authorized by officer-in-charge		K			
1.10.4	Credit Voucher should capture following details		K			
1.10.4.1	<i>Voucher number (System generated)</i>		K			
1.10.4.2	<i>Distributor Name &amp; code</i>		K			
1.10.4.3	<i>Voucher Value</i>		K			
1.10.4.4	<i>Payment methods (cash,bank,cheque,distributor account)</i>		K			
1.10.5	Ability to instruct the payments division once the credit voucher is authorized		K			
1.10.6	<b>Incentive</b>					
1.10.6.1	Facility to upload targets to dealers					
1.10.6.2	Facility to dowload past sales with additional parameters					
1.10.6.3	Facility to upload sales margin for dealers					
1.10.6.4	Facility to generate incentive for distributor group achievement base on targets					

1.10.6.5	Facility to generate incentive for dealers individual sales margine.					
1.10.6.6	Facility to pay the incentive in following modes					
1.10.6.6.1	Incentive voucher					
1.10.6.6.2	Check payment					
1.10.6.6.3	Bank transfers through system generated file					
1.10.6.6.4	Issue free vouchers					
1.10.6.7	Facility to issue free book to dealers based on the criteria which is decided by marketing					
1.10.6.8	Reports					
1.10.6.8.1	Dealer incentive summary					
1.10.6.8.2	Dealer incentive details					
1.10.6.8.3	Dealer incentive statement in sinhala					
1.10.6.8.4	Free book issue report					
1.11	<b>Inventory</b>					
1.11.1	Purchase requisition (print order)					
1.11.1.1	Creat from MOU					
1.11.1.2	Approve (AGM-M/S)					
1.11.1.3	Draw no - should auto generated					
1.11.1.4	Draw data- should auto generated					
1.11.2	Purchase order (print order)					
1.11.2.1	Approvr by FO/AGM					
1.11.2.2	Auto generated e-mail to printer &copies to staff					
1.11.3	Ticket delivery					
1.11.3.1	Create GRN by Main stores					
1.11.3.2	Confirm GRN by relevant officer					
1.11.3.3	Ticket request by Substores by Main stores					
1.11.3.4	Ticket issue to substores from main stores					
1.11.3.5	Stock receive confirm by substores and generate stock receive note					



1.11.4	Alert services					
1.11.4.1	For every request should generate a pop up to relevant officer's PC					
1.11.5	Instant Lottery					
1.11.5.1	Initiated by marketing					
1.11.5.1.1	Prize structure					
1.11.5.1.2	Prize types					
1.11.5.1.3	Partition games					
1.11.5.1.4	Art works					
1.11.5.1.5	Book selling prize will be generated automatically base on prize structure					
1.11.5.1.6	Above steps has to be confirm by AGM-M					
1.11.5.1.7	Purchase request from marketing					
1.11.5.1.8	Purchase order by finance					
1.11.5.1.9	Stock received by main stores and create GRN					
1.11.5.1.10	Set launched date by AGM marketing					
1.11.5.1.11	After launched only it will available to order through online to distributor					
1.11.6	Reports					
1.11.6.1	Stock position					
1.11.6.2	Pending delivery					
1.11.6.3	Stock receiving					
1.11.7	Interlocation transfers between physical locations					
1.11.7.1	Train					
1.11.7.2	Bus					
1.11.7.3	By hand					
1.12	<b>Supply</b>					
1.12.1	Create supplier					
1.12.2	Create brand for supplier					
1.12.3	change brand for supplier					

<b>1.13</b>	<b>Controls</b>					
1.13.1	Ability to freeze authorizations to issue ticket books for distributors if the distributor account has flagged as "outstanding"		K			
<b>1.14</b>	<b>Integration and Transaction Processing</b>					
1.14.1	Direct integration to the GL for Accounts Receivable and Accounts Payables		K			
1.14.2	Direct integration to the distributor systems (if applicable)		K			
1.14.3	Option to transfer summary or detail costs to the general ledger at the organization level		K			
1.14.4	Option to have integration with other systems which directly related to draws		K			
<b>1.15</b>	<b>Inquiry</b>					
1.15.1	Daily Sales amount		K			
1.15.1.1	<i>Ticket category wise , in no. of tickets</i>		K			
1.15.1.2	<i>Distributor wise , in no. of tickets</i>		K			
1.15.1.3	<i>Agent wise in no. of tickets</i>		K			
1.15.2	Monthly Sales amount		K			
1.15.2.1	<i>Ticket category wise in no. of tickets</i>		K			
1.15.2.2	<i>Distributor wise in no. of tickets</i>		K			
1.15.2.3	<i>Agent wise in no. of tickets</i>		K			
1.15.3	Commissions given by distributor basis, agent basis		K			
1.15.4	Maintain history of distributor sales/ticket category wise sales		K			
1.15.5	Customizable enquiry procedures		K			
1.15.6	Access of Distributor and Distributor order information through a single screen, including open orders; order details, account status, and history; invoicing, credit details, and payment details		B			
1.15.7	Reports and analysis of distributor performance data		B			
1.15.8	Competitor scenario analysis		B			

1.15.9	Ability to inquire about the sales orders and there status		B			
1.15.10	Ability to inquire about the sales invoices by distributor, area, district etc		B			
1.15.11	Ability to inquire about the returns and credit notes		B			
1.15.12	Ability to inquire about the sales target vs. actual sales		B			
1.15.13	Ability to inquire lottery winning details per ticket category		B			
1.15.14	Ability to inquire credit vouchers per distributor		B			
<b>1.16</b>	<b>Reports</b>					
1.16.1	Distributor Information		B			
1.16.2	Distributor Invoices		B			
1.16.3	Invoices to selected Items		B			
1.16.4	List of Invoices by date/ date range		B			
1.16.5	List of Invoices by Sales item category		B			
1.16.6	Monthly Sales		B			
1.16.7	Sales Commission		B			
1.16.8	Sales Returns by date/ date range		B			
1.16.9	Agent details		B			
1.16.10	Loss Order Report		B			
1.16.11	Sales targets vs actual		B			
1.16.12	Sales to a specific Distributer		B			
1.16.13	Sales by district		B			
1.16.14	Location wise sales and sales returns		B			
1.16.15	Item return summary by site		B			
1.16.16	Distributor lottery winning summary		B			
1.16.17	Lottery winning details per ticket category		B			
1.16.18	Credit vouchers issued per distributor		B			
1.16.19	Agent statement monthly					
1.16.20	Distributor daily transaction status					
1.16.21	Credit age analysis report					
1.16.22	Outstanding setlments					
1.16.23	Distributor scan ticket allowance					
1.16.24	Distributor instant outstanding					

Hierarchy	Criterion	DLB Comments	K = Knock-Out, B = Business Critical, D = Desirable	Module(s) Support	Vendor's Response	Comments
<b>2</b>	<b>Lottery Draw Management</b>					
<b>2.1</b>	<b>General</b>					
2.1.1	Ability to create authorization levels.		K			
2.1.2	Ability to authorize the applicable draw details and information updates		K			
2.1.3	Ability to create authorization status for the winning claims		K			
			K			
<b>2.2</b>	<b>Lottery Master</b>					
2.2.1	Ability to Create, Modify and delete a lottery program		K			
2.2.2	Ability to capture the following details related to a lottery program					
2.2.2.1	<i>Lottery Type (Instant, Draw, Seasonal, Promotional )</i>		K			
2.2.2.2	<i>Lottery Name(Saturday Fortune, Jayoda etc.)</i>		K			
2.2.2.3	<i>Sub Category(ODT,ODF,ODS )</i>		K			
2.2.2.4	<i>Specified draw date(Monday/Tuesday, Wednesday etc.)</i>		K			
2.2.2.5	<i>Lottery Price</i>		K			
2.2.2.6	<i>Credit purchase capability(Yes/No)</i>		K			
2.2.2.7	<i>Lottery Frequency(Daily, Weekly ,Monthly, Yearly, Seasonal wise)</i>		K			
2.2.2.8	<i>No of draws per specified frequency(2,3 per week etc.)</i>		K			
2.2.2.9	<i>Valid Variable Types(Numbers, Characters)</i>		K			
2.2.2.10	<i>Additional draws(Yes/No)</i>		B			
2.2.2.11	<i>Applicable winning prizes(cash prizes, item prizes- 20,50,100, Car, Bikes)</i>					
2.2.2.11.1	<i>Direct draw prizes</i>		K			
2.2.2.11.2	<i>Separate draw prizes(applicable for Additional draws)</i>		B			
2.2.2.12	<i>Applicable winning claim period(6 months, etc)</i>		K			

2.2.3	Ability to auto-enable only the relevant fields to be filled in the Lottery program (E.g.: In case of lottery, Additional draw prizes field should be enabled once the Additional draws choose as "Yes")		K			
2.2.4	Ability to automatically maintain system generated Draw number sequence of the lottery		K			
2.2.5	Ability to automatically maintain system generated Draw date		K			
2.2.6	Ability to modify the Lottery object fields where necessary (Frequency, Valid variables, winning prizes, separate draws).		K			
<b>2.3</b>	<b>Draw Master</b>					
2.3.1	Ability to create, modify and close a particular lottery draw.		K			
2.3.2	Ability to capture the following details related to a particular lottery program					
2.3.2.1	<i>Lottery Name:</i>		K			
2.3.2.2	<i>Lottery sub Category(ODT,ODF,ODS )</i>		K			
2.3.2.3	<i>Draw Date:</i>		K			
2.3.2.4	<i>Draw No:</i>		K			
2.3.3	Ability to receive and manually/automatically update valid ticket ranges for a particular draw capturing following fields.					
2.3.3.1	<i>Draw date:</i>		K			
2.3.3.2	<i>Distributor ID:(Distributor name will be auto filled)</i>		K			
2.3.3.3	<i>Valid ticket range(Book numbers etc.)</i>		K			
2.3.3.3.1	<i>Agent ID:</i>		K			
2.3.3.3.2	<i>Ticket ranges:(Start-End) - This can be either book-wise or ticket-wise</i>		K			
2.3.3.3.3	<i>Total no.of tickets, books, value in LKR:</i>		K			
2.3.3.4	<i>Return Ticket Range(book number ranges-quantity):</i>		K			
2.3.4	Ability to save the all valid ticket book range decomposition file for a particular draw.		K			

2.3.5	Ability to send draw detail file to the Draw software.		K			
2.3.6	Ability to receive, process and save the draw results file that sent from Draw software		K			
2.3.7	Carry out any updates for draw winning values for a particular draw based on the result file(Any modifications to the Jack pot value sent by draw software)		B			
2.3.8	Ability to enetr winning nos through the web application at the studio					
2.3.9	Ability to upload the winner file through the above application					
2.3.10	Ability to enter jackpot amount and total payable amout					
2.3.11	Ability upload dealer esult sheet and news paper result sheet					
2.3.12	Winner file will be e-mail automatically distributor and dealer at 10.00 p.m.					
2.3.13	After launching a instant game, the instant result file should be e-mail to distributors.					
<b>2.4</b>	<b>Winner rewards</b>					
2.4.1	Ability to create claim role types(Individual, Distributor)		K			
2.4.2	Ability to create claim options.(Cash,Cheque,Distributor credit vouchers and non cash items such as vehicle,gold,air tickets etc)		K			
2.4.3	Ability to select the claim role(Individual/Distributor)		K			
2.4.4	Ability to select claim methodology for distributor(Validation file upload, Manual entering of ticket serial)		K			
2.4.5	Ability to update distributor account with respect to each claim. (validation and manual)		K			
2.4.6	User (counters/distributors) should be able to input the winning ticket details in following ways					

2.4.6.1	<i>Via a barcode reader</i>		K			
2.4.6.2	<i>Manually entering ticket serial number</i>		K			
2.4.7	Ability to manually enter winning ticket details at the counters once distributor sent winning ticket list					
2.4.7.1	<i>Ability to manually feed and verify the Ticket barcode number .</i>		K			
2.4.7.2	<i>Ability to cross check with the amounts in winning claim form.</i>		K			
2.4.7.3	<i>Ability to send for further authentication.(before distributor account update)</i>		K			
2.4.8	Ability to automatically update the winning ticket claims for					
2.4.8.1	<i>Ability to scan the winning tickets and generate a validation file</i>		K			
2.4.8.2	<i>Ability to email the validation file and verify at DLB</i>		K			
2.4.8.3	<i>Ability to manually upload the distributor winning ticket validation file.</i>		K			
2.4.8.4	<i>Automatically verify the tickets based on the serial numbers</i>		K			
2.4.8.5	<i>Ability to send for further authentication.(before distributor account update)</i>		K			
	<i>Ability to scan the ticket distributor locally and within every 5 minits it should update the Head office database(validation file)</i>					
2.4.9	Ability to generate/accept any number of claim files from distributors		K			
2.4.10	Ability to recognized any winning ticket previously entered with details such as entered distributor, winning amount, date entered etc.		K			
2.4.11	Ability to recognize the winning amount once the ticket serial is entered		K			
2.4.12	Ability to send claim update summary file to distributors after the claim update		K			



2.4.13	Ability to calculate the total amount entitled once all the redeemable ticket details is entered		K			
2.4.14	Ability generate a credit voucher for the total amount		K			
2.4.15	Ability to manually enter the winning ticket claims for Customers					
2.4.15.1	<i>Ability to enter the following details to claim a winning ticket.</i>		K			
2.4.15.1.1	<i>Claimer NIC :</i>		K			
2.4.15.1.2	<i>Claimer Name :</i>					
2.4.15.1.3	<i>Draw name:</i>		K			
2.4.15.1.4	<i>Draw sub category: (ODT,ODF,ODS):</i>		K			
2.4.15.1.5	<i>Ticket serial no.:</i>		K			
2.4.15.2	<i>Ability to automatically retrieve the winning amount when the relevant field information given</i>		K			
2.4.15.3	<i>Ability to automatically figure the applicable claim mode(Cash/Cheque/Promotional Item)</i>		K			
2.4.15.4	<i>Ability to send for further authentication.</i>		K			
2.4.15.5	<i>Ability to generate a claim receipt summary for customer (Input fields to be parameterized)</i>		K			
2.4.16	Ability to authorize a claim.(based on different authorization		K			
2.4.17	Search and monitor the authorization status		K			
2.4.18	Automatically update the status of the specific ticket after claimed.(not claimed-->claimed)		K			
2.4.19	Ability to track history of winning claims by each Distributor (tracking via Distributor ID)		K			
2.4.20	Ability to track history of winning claims by each customer(tracking via National ID)		K			
2.4.21	Ability to track the authorization history of a winning ticket, when the serial no. of a particular ticket given as the input		K			
2.4.22	Displays relevant error messages based on the state of the winning ticket (claimed, expired)		K			

2.4.23	Ability to create user define status level of a ticket(e.g. Claimable,Claimed,Expired)		K			
2.4.24	Withholding tax reports will be generated by finance division.					
2.4.25	Ability to enter promotional prizes and free vouchers for dealers					
2.4.26	Ability to suspend winning ticket prizes by finance division with the approval of AGM-F					
2.4.27	Ability to re-activate suspended prizes by AGM-F					
<b>2.5</b>	<b>Inquiry</b>					
2.5.1	Ability to retrieve dispersion of the valid ticket range based on:(when draw details are given-draw name, draw number)					
2.5.1.1	<i>Distributor</i>		K			
2.5.1.2	<i>District</i>		K			
2.5.1.3	<i>Agent</i>		K			
2.5.2	Retrieve the winning tickets details segregation based on:(when the actual results are given for the draw detail file)					
2.5.2.1	<i>Winning value</i>		K			
2.5.2.2	<i>Distributor</i>		K			
2.5.2.3	<i>District</i>		K			
2.5.2.4	<i>Agent</i>		K			
2.5.3	Ability to retrieve the total prize amount dispersed for a particular draw		K			
2.5.4	Ability to retrieve the carried forward amount of the jackpot price for the next draw based on the predefined criteria for a particular draw (after the completion of a particular draw)		K			
2.5.5	Ability to retrieve a summary of winning ticket segregation based on predefined criteria(i.e. 20*n1,100*n2 etc )		K			

2.5.6	Ability to filter the winning details segregation based on predefined criteria's.(i.e. winning value)		K			
2.5.7	Ability to search particular ticket results for a particular draw (given draw type and draw no)		K			
2.5.8	Ability to search the current status of the winning tickets for a particular draw (given Draw name and draw number as input)					
2.5.8.1	<i>Segregation based on the winning values(20,50,100 etc.)</i>		K			
2.5.8.2	<i>Segregation based on the Agent</i>		K			
2.5.9	Ability to retrieve the winning tickets details segregation based on the file sent by the Draw Software based on predefined criteria.		K			
2.5.10	Ability to automatic notify when a particular activation claim period of a particular draw ends(for each ticket)		K			
			K			
<b>2.6</b>	<b>Controls</b>					
2.6.1	Ability to define a time limits to activate the entering of actual results.		K			
2.6.2	Ability to define single maximum amount to be claimed by the Distributor through the system.		K			
2.6.3	Defines claim option(Cash/Cheque/Non cash payments) based on the threshold claim value.(for customers)		K			
2.6.4	Facility for auto updates to distributor and dealer validation system when a new version is					
	released.					
<b>2.7</b>	<b>E-Lottery Draw</b>					
2.7.1	Orders					
2.7.1.1	E-Ticket vendors will create orders by providing following details					
2.7.1.1.1	Draw Date.					
2.7.1.1.2	Game					
2.7.1.1.3	Format					

2.7.1.1.4	Quantity					
2.7.1.1.5	Optional delivery deadline (date and time)					
2.7.1.2	Excel template could be downloaded from the portal in order to specify the order quantities for a time period.					
2.7.1.3	Once the order is created by the E-Ticket vendor, a notification will be delivered (an e-mail) to relevant DLB staff to take an action regarding the order (Authorize, Modify or to Reject).					
2.7.1.4	If an order is accepted by the DLB staff, it will notify to printer via e-mail in order to proceed with the order.					
2.7.1.5	When the printer receives the authorization from the DLB staff, printer shall acknowledge the relevant order and may continue with the order processing					
2.7.1.6	If the order is rejected by the DLB Staff, it will be informed to the vendor via e-mail					
2.7.2	Inventory					
2.7.2.1	Printer may upload the file which containing ticket information along with the checksum of the compressed file. Each upload should refer to the relevant approved order.					
2.7.2.1.1	Following information will be included in the file.					
2.7.2.1.1.1	Draw No					
2.7.2.1.1.2	Draw Date. (yyyy-MM-DD)					
2.7.2.1.1.3	Serial No					
2.7.2.1.1.4	Combination No					
2.7.2.2	The system will notify the E-Ticket vendor about the availability of serials upon receiving the file from printer.					
2.7.2.2.1	Vendors may download the file and they must acknowledge the successful receipt and about file uploading by updating ETMAN portal.					
2.7.2.3	The portal also provides facility of order tracking to printers and for vendors					
2.7.3	Sales					

2.7.3.1	E-Ticket Vendor has to confirm the final sales and upload the sales file in a given location.					
	An invoice will be generated after confirmation of sales. The generated invoice needs to settle prior proceed to sales processing, and it can be settled with use of available funds or on outstanding (credit) basis. It will be decided by the DLB management					
2.7.4	Draw process					
	Sales file will be generated as a single file and it consists of Printed Tickets and E-Tickets. e Draw Information Form will be modified for E-Lotteries					
	Winner File Upload through IVR web site. e Vendor should call the API to check the availability of winner file for each draw on a pre-agreed time (e.g. 11:00 PM). If the file is available, API provides the link to download the file along with check sum to verify the file's integrity after download.					
2.7.5	Reciepts					
2.7.5.1	Cash Deposits facility to E-Lottery Vendors. e Auto outstanding creation when funds are not sufficient. e Winning payments from E-Lottery Vendor will be created as Credit Vouchers and update to the E-Lottery vendor's account					
2.7.6	Payments					
2.7.6.1	Payment of high tier prizes of E-Lottery will be done by the counters.					
2.6.7.2	The Payment Receipts will be developed for E-Lottery winnings.					
2.7.7	Reports					
2.7.7.1	View sales close status of each draw					
2.7.7.2	View current sales of each E-Ticket vendor					
2.7.7.3	View the bill (Invoices) and their outstanding status.					
2.7.7.4	Check available balance					

2.7.7.5	Claim history					
2.7.7.6	In addition to the above reports, the existing reports will be modified to cater the E-Lottery requirement					
2.7.8	Users					
2.7.8.1	Users will be able to login and change password.					
2.7.8.2	Administrator can manage the logins (Create, Block and Reset Password).					
2.7.8.3	User privileges will be given according to the user roles.					
2.8	<b>SMS Lottery</b>					
2.8.1	Request SMS Tickets from Printer.					
2.8.2	Upload SMS Tickets to a secured location by Printer with checksum					
2.8.3	Download and Upload the SMS Tickets by DLB-IT with required validation					
2.8.4	SMS Dealer will be ordered tickets to DLB through the given application					
2.8.5	SMS Tickets will be issued by MOU after approval process. A notification will be sent by an API to Dealer					
2.8.6	An automated email will be generated after process the orders					
2.8.7	SMS Dealer will accept the Tickets and send an acknowledgment via mail					
2.8.8	Final sales confirmation will be notified by API to DLB. Sales File will be uploaded by SMS Dealer to a secured location					
2.8.9	Winner File will be uploaded by DLB-IT and it will be available to SMS Dealer at 10.30 PM of relevant draw day.					
2.8.10	Jackpot winning information and next jackpot amount will be entered by DLB-IT through IVR Web Application					
2.8.11	Prize payment will be notified by SMS Dealer on following day through an API and Prize payment file will be uploaded SMS Dealer with checksum					
2.9	Return verification					

2.9.1	Distributor Account will not be updated until the returns physically receive.					
2.9.2	Due returns will be able to view in following categories					
2.9.2.1	Tickets which return within 14 days of the draw date					
2.9.2.2	Tickets which return after 14 days of the draw date					
2.9.3	The above categories will be kept in separate locations and authorization is needed by AGM(F) to confirm the actions which is exceeded over 14 days					
2.9.4	The following terms will be applicable when scan the tickets by counter staff					
2.9.4.1	Scan only one ticket for a full book					
2.9.4.2	An option to type the barcode number if necessary.					
2.9.4.3	Facility to enter book ranges without scanning. This can be done for full bundle of tickets					
2.9.4.2	A receipt will be printed after scanning the tickets					
2.9.4.4	Returns will have to be accepted according the arriving order					
2.9.5	Facility to take actions for below scenarios					
2.9.5.1	When a book sold physically and it's returned through the system for the draw, it will be updated as Sold Book and Not Received.					
2.9.5.2	When a book has lost, the Distributor has to provide information for above and it will be updated as Lost Book.					
2.9.5.3	When a single book is returned partly, then rest of the tickets have to scan and it will be updated as Received Tickets and others are sold tickets					
2.9.6	If A Distributor's issue balance is hold, AGM(F) can be able to release the balance for valid reason and it can be done with following ways					
2.9.6.1	Release only for particular draw for Distributor					
2.9.6.2	Release for one day or date range for specified Distributors or all Distributors.					



2.9.7	Due Returns, Balance Status and Accepted Returns have to be shown in the Distributor Daily Statement					
2.9.8	Distributor will be able to view the above information through the online system					
2.9.9	Following reports have to be generated					
2.9.9.1	User wise Return Processed					
2.9.9.2	Draw wise Received Returns and Due Returns					
2.9.9.3	Distributor wise Due Returns					
2.9.9.4	Due Returns Age Analysis Report					
2.9.9.5	Lost Books					
2.9.9.6	Partly Received Books					
2.1	BOC integration					
2.10.1	After Distributor deposit cash,all the transactions have to update to DLB through the API.					
2.10.2	The following information has to be fulfilled by Distributor.					
2.10.2.1	Bank Account Number					
2.10.2.2	Distributor code including check digit					
2.10.2.3	Deposit Amount					
2.10.2.4	Account Type					
2.10.3	Dealer also will be able to deposit cash on behalf of a Distributor.					
2.10.4	The following information has to be fulfilled by Dealer.					
2.10.4.1	Bank Account Number					
2.10.4.2	Distributor code including check digit					
2.10.4.3	Deposit Amount					
2.10.4.4	Account Type					
2.10.5	The Bank will be sent following information through API					
2.10.5.1	Unique Transaction Number					
2.10.5.2	Distributor/Dealer Code					
2.10.5.3	Deposit Amount					
2.10.5.4	Account Type					
2.10.5.5	Transaction Status					

2.10.6	If there is no due outstanding for a Distributor, the deposited amount will be updated to the Distributor Account.					
2.10.7	If there is due outstanding, a facility will be given to counter staff to settle or unsettle the amount after getting confirmation from the Distributor.					
2.10.8	When a transaction reversal occurs, the following steps will be taken.					
2.10.8.1	Step 1: Send transaction reversal by BOC to DLB with the reference number.					
2.10.8.2	Step 2: DLB accept the reversal transaction details and hold the Distributor Account for auto update until set off the transaction amount. Distributor hold action will be automated.					
2.10.8.3	Step 3: Set off the amount through bank slip by counter staff.					
2.10.8.4	Step 4: Activate the auto update feature for relevant Distributor by Counter Staff.					
2.10.9	API for update newly appointed Dealer and Distributor.					
2.10.10	Reports					
2.10.10.1	Transaction Summary					
2.10.10.2	Outstanding Settlement					
2.10.10.3	Distributor Hold Accounts					
<b>2.7</b>	<b>Integrations</b>					
2.7.1	Direct/online integrations to Procurement & Inventory Module		K			
2.7.2	Direct / online integrations to Finance module.		K			
2.7.3	Direct / online integrations to Distributor client application		K			
2.7.4	Direct / online integrations to Marketing/CRM module.		K			
<b>2.8</b>	<b>Reports</b>					

2.8.1	Ability to automatically generate a report when the claim period for a particular ticket draw ends(for a particular draw) which includes:					
2.8.1.1	<i>Total claimable wins:</i>		K			
2.8.1.2	<i>Total claims:</i>		K			
2.8.1.3	<i>Expired claims</i>		K			
2.8.2	Ability to generate a current status segregation of a given draw .(for each ticket)		K			
2.8.3	Ability to generate winning values decomposition for a given draw (for each ticket)		K			
2.8.4	Ability to generate winning values decomposition of each distributor/agent for given draw (for each ticket)		K			
2.8.5	Ability generate claim report of each draw when claim period for a particular ticket draw ends which includes:(for each ticket)					
2.8.5.1	<i>Customer wise:</i>		K			
2.8.5.2	<i>Distributor wise(each one should be separately segregated)</i>		K			
2.8.5.3	<i>Claim mode wise(cash,item,distributor account)</i>		K			
2.8.6	Ability to generate authorization history based on relevant user levels		K			
2.8.7	Ability to generate expired claims of a draw (for each ticket wise )		K			
2.8.8	Ability to send relevant reports to predefined modules		K			

Hierarchy	Criterion	DLB Comments
<b>3</b>	<b>Lottery Management System Integration</b>	
3.1	Lottery Management system of the DLB should be integrated to ERPSystem. The Areas which has to be covered in LMS we have given in the 2nd and 3rd Modules.	

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Table 04

Non Functional Requirements.

1. Modern database management techniques, tools must be used for development.
2. The system must be developed to execute on modern operating systems and to adapt to changing technologies.
3. The system must be secured with
  - Authentication
  - Access Control
  - Auditing
  - Encryption
  - Backup
  - Log maintenance
  - Backup on deleted data
  - Session management
  - High availability

## Section V. Conditions of Contract

### 1. Definitions

1.1. The following words and expressions shall have the meanings hereby assigned to them:

- a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
- c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
- d) “Day” means calendar day.
- e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f) “CC” means the Conditions of Contract.
- g) “Goods” means all of softwares that the Supplier is required to supply to the Purchaser under the Contract.
- h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
- i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
- j) “Supplier” means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
- k) “The Project Site,” where applicable, means the place named in the Contract Data.

## 2. Contract Documents

2.1. Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

## 3. Fraud and Corruption

3.1. The Government of Sri Lanka requires the Purchaser as well as bidders, suppliers, contractors, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:

- (i) “corrupt practice” means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (iii) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (iv) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

## 4. Interpretation

4.1. If the context so requires it, singular means plural and vice versa.

### 4.2. Entire Agreement

The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreement (whether written or oral) of the parties with respect thereto made prior to the date of Contract.

### 4.3. Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.



#### 4.4. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

#### 5. Language

5.1. The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.

5.2. The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.

#### 6. Notices

6.1. Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.

6.2. A notice shall be effective when delivered or on the notice’s effective date, whichever is later.

#### 7. Governing Law

7.1. The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

#### 8. Settlement of Disputes

8.1. The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

8.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

8.3. Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.

## 9. Scope of Supply

9.1. The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

## 10. Delivery and Documents

10.1. The Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. documents to be furnished by the Supplier are specified in the Contract Data.

## 11. Supplier's Responsibilities

11.1. The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.

## 12. Contract Price

12.1. Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid.

## 13. Terms of Payment

13.1. The Contract Price, shall be paid as specified in the Contract Data.

13.2. The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.

13.3. Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

#### 14. Taxes and Duties

- 14.1. The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.

#### 15. Performance Security

- 15.1. If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for 365 days for the letter of award the performance of the Contract.
- 15.2. The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 15.3. As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 15.4. The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

#### 16. Copyright

- 16.1. The copyright in all software, drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Purchaser.

#### 17. Confidential Information

- 17.1. The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in Which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.

- 17.2. The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 17.3. The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
- 17.4. The provisions of CC Clause 19 shall survive completion or termination, for whatever reason, of the Contract.

## 18. Subcontracting

Sub-Contracting not allowed for this Tender.

## 19. Specifications and Standards

### 19.1. Technical Specifications and Drawings

- a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin.
- b) The Supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.
- c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 30.

## 20. Transportation

- 20.1. Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.

## 21. Liquidated Damages

- 21.1. Except as provided under CC Clause 30, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 30.

## 22. Warranty

- 22.1. The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 22.2. The Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 22.3. Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 22.4. The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 22.5. Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 22.6. If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

## 23. Patent Indemnity

- 23.1. The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 27.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative



proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

- a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and
- b) The sale in any country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant, or materials not supplied by the Supplier, pursuant to the Contract.

- 23.2. If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 27.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 23.3. If the Supplier fails to notify the Purchaser within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 23.4. The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 23.5. The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

## 24. Limitation of Liability

- 24.1. Except in cases of criminal negligence or willful misconduct,

- a) the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and
- b) the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement

## 25. Change in Laws and Regulations

- 25.1. Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Bid submission, any law, regulation, ordinance, order or by law having the force of law is enacted, promulgated, abrogated, or changed in Sri Lanka that subsequently affects the Delivery Date and/or the Contract Price, then such Delivery Date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with CC Clause 14.

## 26. Force Majeure

- 26.1. The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
- 26.2. For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes
- 26.3. If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force majeure event.



## 27. Change Orders and Contract Amendments

27.1. The Purchaser may at any time order the Supplier through notice in accordance CC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:

- a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- b) the method of shipment or packing;
- c) the place of delivery; and
- d) The Related Services to be provided by the Supplier.

27.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price, or in the Delivery/Completion Schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this Clause must be asserted within twenty-eight (28) days from the date of the Supplier's receipt of the Purchaser's change order.

27.3. Prices to be charged by the Supplier for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the Supplier for similar services.

27.4. Subject to the above, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## 28. Extensions of Time : -

Will not be applicable for this bidding

## Termination

### 28.1. Termination for Default

- a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
  - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 28.1;
  - (ii) if the Supplier fails to perform any other obligation under the Contract; or
  - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 29.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

### 28.2. Termination for Insolvency.

- a) The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser

### 28.3. Termination for Convenience.

- a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

## Section V: Condition of Contract

- (i) to have any portion completed and delivered at the Contract terms and prices; and/or
- (i) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

### 29. Assignment

- 29.2. Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.

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## Section VI. Special Data

The following Special Data shall supplement and / or amend the Conditions of Contract (CC). Whenever there is a conflict, the provisions herein shall prevail over those in the CC.

<b>CC 1.1</b>	The Purchaser is: Chairman, Departmental Procurement Committee, Development Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2.
<b>CC 5</b>	The language shall be: English
<b>CC 6</b>	For <b>notices</b> , the Purchaser's address shall be: Attention: Chairman, Procurement Committee Street Address: Development Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2. Telephone: + <b>94114824824</b> Facsimile number: + <b>94114824824</b> Electronic mail address: <a href="mailto:agmproc@dlb.lk">agmproc@dlb.lk</a>
<b>CC 7</b>	The governing law shall be: Governing Laws of Sri Lanka
<b>CC 8</b>	The formal mechanism for the resolution of disputes shall be: Any dispute between the Employer and a Domestic Supplier arising in connection with the present Contract shall be referred to Adjudication or Arbitration in accordance with the laws of the Employer's country as per Arbitrations Act No 11 of 1995 of Sri Lanka
<b>CC 9</b>	At the time of awarding the contract the purchaser shall specify and change in the scope of supply with respect to the Section V Schedule of Supply included in the Bidding Document. Such changes may be due to if the quantitative of numbers ,items and services are increased or decreased at the time of award
<b>CC 10</b>	The Supplier shall notify the Purchaser and send the following documents to the Purchaser:  (a) Two (02) copies of the Supplier's invoice showing the description and Total Amount; (b) Delivery Note, (c) System Warranty Agreement
<b>CC 12</b>	The price adjustment shall not be applicable.

**CC 13**

CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:

Payment shall be made in Sri Lanka Rupees within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that all other contracted Services have been performed under the consultancy services provided by the University of Colombo School of Computing.

<b>Installment</b>	<b>Percentage (From Total Contract Amount)</b>	<b>Criteria</b>
01	10 %	After signed off the software proposal given by Business Analyst.
02	20 %	After completion of for below modules 1. Distributor/Dealer management 2. Distributor Transaction Statement 3. Stock Management for Draw and Instant tickets 4. The centralized ticket validation system for distributors and dealers 5. Inventory Control (Only for lottery) 6. Alert Services 7. SMS Service
03	10 %	After completion of for below modules 1. Promotional Vouchers and Bank Transfers 2. Dealer and Distributor Incentives Management 3. API for Bank Integration
04	10 %	After Completion of for below modules 1. Web Application to upload results for IVR and e-Lotteries 2. Results Scheduler 3. Reporting module with MIS 4. Marketing Operation 5. Finance Operation
05	20 %	After Completion of for below modules 1. Data Migration from the existing system to the new system 2. Combination Number Upload and Verification
06	30 %	The final payment will be paid after 6 months of the implementation, on submission of a system audit report obtaining from accredited reputed system audit firms by the selected supplier. During this period, all system bugs, security issues, change requests and other days today modifications should be completed.

	<ul style="list-style-type: none"><li>In order to process the payment for the particular list of modules(Installment), all related testing (Developer, QA, and production), documentation(User and Developer), source codes should be handed over to the DLB and user training and developer trainings should be completed.</li></ul>												
CC 15	The Performance Security should be furnished 10% of the Contract Price by the supplier to the purchaser within 14 days of receipt of notification of award. Performance Security shall be a Bank Guarantee issued by a Commercial Bank, approved by the Central Bank of Sri Lanka, using format in the Section VII in favor of Chairman, Development , Lotteries Board, 356. Dr. Colovin R. De Silva Mawatha, Colombo 2. and Validity shall be later than 28 days after completion of procurement.												
CC 20	The responsibility for transportation of goods shall cover the delivery schedule												
CC 21	The liquidated damages for any of supplying shall be shall 01 % of initial contract price per week.												
CC 21.1	The maximum amount of liquidated damages for the whole of the work shall be: 10% of the initial Contract Price												
CC 22	The period of validity of the System Warranty shall be one years from the date of at the completion of the project.												
CC 14.2	<p>Response time of the supplier to resolve defects is based on its severity. Maximum Response Time and Maximum Defect Fixing Time are defined as below.</p> <table><tr><th>Defect Category</th><th>Maximum Response Time</th><th>Maximum Defect Fixing Time</th></tr><tr><td>Critical</td><td>2 Hours</td><td>4 Hours</td></tr><tr><td>Major</td><td>12 Hours</td><td>2 Days</td></tr><tr><td>Minor</td><td>2 Days</td><td>2 Weeks</td></tr></table>	Defect Category	Maximum Response Time	Maximum Defect Fixing Time	Critical	2 Hours	4 Hours	Major	12 Hours	2 Days	Minor	2 Days	2 Weeks
Defect Category	Maximum Response Time	Maximum Defect Fixing Time											
Critical	2 Hours	4 Hours											
Major	12 Hours	2 Days											
Minor	2 Days	2 Weeks											

**Section VII. Contract Forms**

Table of Forms

<b>1. Contract Agreement</b>	<b>99</b>
<b>2. Performance Security</b>	<b>101</b>





## 1. Contract Agreement

THIS CONTRACT AGREEMENT is made

the .....day of ....., .....

BETWEEN

- (1) [Insert complete name of Purchaser], a [insert description of type of Legal entity, for example, an agency of Development , Lotteries Board  
or  
Corporation and having its principal place of business at [insert address of Purchaser] (hereinafter called “the Purchaser”), and
- (2) [Insert name of Supplier], a corporation incorporated under the laws of [Insert: country of Supplier] and having its principal place of business at [Insert: address of Supplier] (Hereinafter called “the Supplier”).

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz.[insert brief description of Goods and Services] and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies) ] (hereinafter called “the Contract Price”).

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 Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
  - a) This Contract Agreement
  - b) Contract Data
  - c) Conditions of Contract
  - d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
  - e) The Supplier’s Bid and original Price Schedules
  - f) The Purchaser’s Notification of Award
  - g) [Add here any other document(s)]
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as 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 the provisions of the Contract.

Section VII: Condition of Contract

5. 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 such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Purchaser

Signed: [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]

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## 2. Performance Security

[Note: the purchaser is required to fill the information marked as “\*” and delete this note prior to selling of the bidding document]

[The issuing agency, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

----- [Issuing Agency’s Name, and Address of Issuing Branch or Office] -----

\* Beneficiary:-----[Name and Address of Employer] -----

Date: -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- [name of Supplier] (hereinafter called "the Supplier") has entered into Contract No. ----- [reference number of the contract] dated----- with you, for the ----- Supply of-----[name of contract and brief description] (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Supplier, we -----[name of Agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] ( -----) [amount in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the .... day of ....., 20.. [insert date, 28 days beyond the scheduled completion date including the warranty period] and any demand for payment under it must be received by us at this office on or before that date.

\_\_\_\_\_  
[signature(s)]