



The Government of the Democratic Socialist Republic of Sri Lanka  
Ministry of Finance and Economy & Policy Development

**Development Lotteries Board**

# **BIDDING DOCUMENTS**

Invitation to Bids for Designing, Developing, Printing, and Supplying of  
**Saturday Fortune**  
**Draw Lottery Tickets**

BID NO - DLB/PRO/2020/24

JUNE 2020

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**Ministry of Finance, Economy and Policy Development**  
**DEVELOPMENT LOTTERIES BOARD**  
**INVITATION TO BID**

**DESIGNING, DEVELOPING, PRINTING AND SUPPLYING OF DRAW LOTTERY TICKETS – 2020/2021**

1. The Chairman, Department Procurement Committee (DPC) on behalf of the Development Lotteries Board invites sealed bids for the designing, developing, printing and supplying of draw lottery tickets as listed in the table below from eligible and qualified local bidders for a period of one year from the date of signing the agreement.

	<b>Name Of The Bid</b>	<b>Bid No</b>	<b>Non-Refundable Document Fee</b>	<b>Bid Security Amount Rs.</b>
01	Lagna Wasanawa	DLB/PRO/2020/22	Rs.20,000/-	Rs.1,240,000/-
02	Ada Kotipathy	DLB/PRO/2020/23	Rs.20,000/-	Rs.1,170,000/-
03	Saturday Fortune	DLB/PRO/2020/24	Rs.12,500/-	Rs. 560,000/-
04	Development Fortune	DLB/PRO/2020/25	Rs.12,500/-	Rs. 240,000/-
05	Super Ball	DLB/PRO/2020/26	Rs.12,500/-	Rs. 590,000/-
06	Jayoda	DLB/PRO/2020/27	Rs.12,500/-	Rs. 250,000/-
07	Kotipathy kapruka	DLB/PRO/2020/28	Rs.12,500/-	Rs. 470,000/-

2. Each draw lottery ticket under respective bid no, above is considered as separate bid. Accordingly, this notice invites for seven (bids). Any bidder can be participated in one bid or more than one bids. However, each bid should be submitted separately with separate bid forms and separate bid securities.
3. Complete sets of bidding documents can be obtained from the procurement division of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2, from **15<sup>th</sup> July 2020 to 31<sup>st</sup> July 2020 between 09.00 a m to 3.00 p.m.** from Monday to Friday (other than on public holidays) on submission of the following. (In case where a bidder submits more than one bid, it is advised to submit them per bid basis.)
- A receipt the payment of non-refundable fee as specified in the above table.
  - A written request on a business letter head, addressed to the Chairman, Development Lotteries Board, No356, Dr Colvin R de Silva Mawatha, Colombo 2.
  - The public contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid.
4. Bid documents could also be viewed free of charge during the time and dates and at the address specified above. Also, this could be viewed on the Development Lotteries Board Website ([www.dlb.lk](http://www.dlb.lk)).
5. Bidders should furnish all the detailed information as required in the bid document.
6. Sealed bids in duplicate under registered cover should be posted to reach “The Chairman, Department Procurement Committee (DPC), C/o Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2” or deposited in the box provided in the Procurement Division for this purpose at the above address on or before **2.30p.m on 04<sup>th</sup> August 2020**. The words “Bid for the Designing, Developing, Printing and Supplying of Draw Lottery tickets to the Development Lotteries Board” shall be written on top left-hand corner of the envelope. Also, it should be indicated the Bid name and Bid No.
7. All bids must be accompanied by a Bid Security amounting to values specified in the above table valid for a period of 180 days furnished from a commercial bank operating in Sri Lanka registered with Central Bank of Sri Lanka or in the form of a Bank Guarantee to the Chairman, Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.
8. All Bids will be opened at **2.30 p.m. on 04<sup>th</sup> August 2020** at the above address without further notice. Bidders or their duly authorized representatives are requested to be present at the time of opening of bids. Late bids will be rejected, unopened.
9. The Department Procurement Committee (DPC) reserves its sole right to accept or reject any or all the offers or any part thereof without assigning any reason therefore and or call for additional information where necessary, as per the procurement guidelines.
10. Further details, if required, could be obtained during the period specified under item 2 above, from the Assistant General Manager (Procurement) of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.

Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 2.  
Tel: 011 4824824  
[www.dlb.lk](http://www.dlb.lk)  
13.07.2020



## **Instruction To Bidders (ITB)**

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

### **General**

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

1.1 The Purchaser indicted in the **Bidding Data Sheet (BDS)**, Issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified, 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 provide in the BDS.

1.2 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 Sources 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 Department of Public Finance.

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.

3.2 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 proactive” 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 found 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**

4.1 All bidders shall possess legal rights to supply the Goods Under this contract.

4.2 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 or 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; or

(b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.

4.3 A Bidder that is under a declaration of ineligibility by the Department of Public Finance (DPF), 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 Department of Public Finance ([www.pfd.gov.lk](http://www.pfd.gov.lk))

4.4 Foreign Bidder may submit a bid only if so stated in the BDS.

## **5. Eligible Goods and Related Services**

5.1 All goods supplied under this contract shall be complied With applicable standards stipulated by the Sri Lanka Standards Institute (SLSI). In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards.

## **6. Sections of Bidding Documents**

6.1 The Bidding Documents consist all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8.

- Instructions to Bidders (ITB)
- Conditions of Contract (CC)
- Contract Forms
- Bidding Data Sheet (BDS)
- Evaluation and Qualification Criteria
- Bidding Forms
- Schedule of Requirements
- Contract Data
- Invitation for Bid

6.2 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.

## **7. Clarification of Bidding Documents**

7.1 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 not later than ten (10) 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 8.0

## **8. Amendment of Bidding Documents**

8.1 At any time prior to the deadline for submission of bids, the Purchaser may amend the Bidding Documents by issuing addendum.

8.2 Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have purchased the Bidding Documents.

8.3 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**

## **9. Cost of Bidding**

9.1 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.

## **10. Language of Bid**

10.1 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 English Language.

## **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**

12.1 The Bidder shall submit the Bid Submission Form using the form furnished in 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**

13.1 Alternative bids shall not be considered.

## **14. Bid Prices and Discounts**

14.1 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.

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



14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contract (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.

- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) On components and raw material used in the manufacture or assembly of goods quoted; or
  - (b) On the previously imported goods of foreign origin.
- (ii) However, VAT shall not be included in the price but shall be indicated separately.
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services

14.5 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.

14.6 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 Lankan Rupees.

## **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 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 and conform to the technical specifications and standards related specified in 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 Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tool, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

**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 establish 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 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 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 criteria specified in 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 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

- 20.1 The Bidder shall furnish as part of its bid, a Bid Security or a Bid-Securing Declaration as specified in the BDS.
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:
- (a) at the bidder's option, be in the form of bank guarantee from a banking institution;
  - (b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the Department of Public Finance. ([www.pfd.gov.lk](http://www.pfd.gov.lk))
  - (c) be substantially in accordance with the form included in Bidding Forms;
  - (d) Be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB clause 20.5 are invoked.
  - (e) be submitted in its original form; copies will not be accepted;
  - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by 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.

- 20.4 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.
- 20.5 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 “ORIGINAL” and “COPY”. These envelopes containing the original and the copy shall then be enclosed in one single envelope.
- 22.2 The inner and outer envelopes shall:
- (a) bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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.

### **23. Deadline for Submission of Bids**

- 23.1 Bids must be received by the Purchaser at the address and not 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 Document 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. 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:
- (a) 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
  - (b) 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 successfully 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 “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening.
- Only envelopes that are opened and read out at Bid opening shall be considered further.

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 valuation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as 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 Bidder's 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 Information relating to the examination, evaluation, comparison, and post-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.

27.2 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.

27.3 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 a 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;
- (a) affects in any substantial way the scope, quality or performance of the Goods and Related Services specified in the Contract; or
  - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
  - (c) 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. Nonconformities, Errors and Omissions**

- 30.1 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.
- 30.2 Provided that the 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 non material 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.

- 30.3 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.

30.4 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.

- (a) Bid Submission Form, in accordance with ITB Sub-Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (c) 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 specified in 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**

- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lankan Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka.

If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

### **34. Domestic Preference**

- 34.1 Domestic preference shall be a factor in a bid evaluation only if stated in the BDS. If domestic preference shall be a bid evaluation factor, the methodology for calculating the margin of preference and the criteria for its application shall be as specified in Section III, Evaluation and Qualification Criteria.

### **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:
- (a) the Bid Price as quoted in accordance with clause 14;
  - (b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;
  - (c) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3
  - (d) 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;
  - (e) 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 so specified in BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

### **36. Comparison of Bids**

- 36.1 The Purchaser shall compare all substantially responsive bids To determine the lowest-evaluated bid, in accordance with ITB Clause 35.

**37. Post-Qualification of the Bidder**

- 37.1 The Purchaser shall determine to its satisfaction whether The Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.
- 37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.
- 37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

**38. Purchaser's Right to Accept any Bid, and to reject any or all Bids38.1**

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**

**39. Award Criteria**

- 39.1 The Purchaser shall award the Contract to the Bidder whose offer has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

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

- 40.1 At the time the Contract is awarded, the Purchaser reserves The right to increase or the decrease the quantity of Goods and Related Services originally specified in 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.

**41. Notification of Award**

- 41.1 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.

- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 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.

**42. Signing of the contract**

- 42.1 Within Seven (7) days after notifications, the purchaser shall complete the agreement and inform the successful Bidder to sign it.
- 42.2 Within Seven (7) days of receipt of such information, the successful Bidder shall sign the Agreement.

**43. Performance Security**

- 43.1 Within fourteen days (14) 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 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.
- 43.2 Failure to 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.

## BIDDING DATA SHEET (BDS)

The following specific data for the goods 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.

ITB Clause Reference	A. General
ITB 1.1	<b>The Purchaser is : Development Lotteries Board</b>
ITB 1.1	<b>The name and identification number of the Contract are:</b> Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery tickets. DLB/PRO/2020/24
ITB 2.1	<b>The Source of funding is:</b> Funds of the Development Lotteries Board
ITB 4. 2	<b>Eligible Bidders:</b> To become eligible for bid, bidder should be a 100% locally owned company registered supplier in the relevant field and shall not be backlisted.
ITB 4. 4	<b>Foreign Bidders may not be allowed to submit bids.</b>
	<b>B. Contents of Bidding Documents</b>
ITB 7.1	<b>For Clarification of bid purposes only,</b> The Purchaser's address is , Attention: Assistant General Manager (Procurement), Address: Development Lotteries Board, No.356 Colvin R De silva Mw, Union place, Colombo 02 Telephone: 0114824824/ 0769475871 Facsimile No.:0112390923 E-mail: agmproc@ dlb.lk In case, the prospective bidder seeks any clarification of the Bid, bidder shall immediately bring same to the notice of the above address. Clarification will be accepted only up to 31 <sup>st</sup> July 2020, The Pre-bid meeting will be held on 27 <sup>th</sup> July 2020 at 2.30p.m.at Development Lotteries Board.
	<b>C. Preparation of Bids</b>
ITB 9.1	<b>Cost of Bidding:</b> Cost of bidding shall be borne entirely by the prospective Bidders.
ITB 10.1	<b>Language of Bid : English</b>
ITB 11.1	Documents Comprising the Bid : The Bidder shall submit the following additional documents: <ul style="list-style-type: none"> <li>• Certified Copy of the Company/ Business Registration</li> <li>• Company Profile</li> <li>• A list of clientele or details of similar supplies handled during the last 2 years along with confirmation letters signed by the clients. At least 01 client conformation as an evidence.</li> <li>• Resolution passed by the board of directors for the signing the bid</li> <li>• Detail of available experience of the technical staff with qualifications, including EPF numbers etc.</li> <li>• Proposal presented (Should be submitted in details) <ul style="list-style-type: none"> <li>a) Details of Printing Technology which will be using to print the lottery tickets</li> <li>b) Model number and name of the main printing lines</li> <li>c) Security Management System for Security Printing – Design of the lottery tickets including the security features</li> <li>d) Full details of all the inks used for printing</li> </ul> </li> <li>• Past experiences in relevant field. ( Documentary evidence to be submitted)</li> <li>• Financial and technical capability to carry out the contract. (Documentary evidence should be submitted to prove the ability) Audited financial statements for immediate last 02 years should be submitted</li> </ul>

ITB 13.1	Alternative bids shall not be considered.
ITB 14.5	The Price Quoted by the bidders shall be fixed.
ITB 19.1	The bid shall be valid until 03 <sup>rd</sup> December 2020
ITB 19.2	The extended period of the bid may be decided by the Department Procurement Committee.
ITB 20.1	Bid shall include a Bid Security in favors of Chairman, Development Lotteries Board Issued by a Commercial bank registered with Central Bank of Sri Lanka using the specimen form in the Bidding Forms. <b>Non submission of the bid security as per the given form will be rejected.</b>
ITB 20.2	The amount of the Bid Security Shall be Rs. 560,000(=) /-. The Validity period of the bid Security shall be 180 days from the date of closing of the bid.(up to 03.02.2021)
ITB 20.4	Bid security of the successful bidder will be released after accepting of the Performance Security and after signing of the Agreement. Bid Securities of the unsuccessful bidders will be released after finalizing the Bids.
ITB 20.5	Bid Security will be forfeited if a bidder withdraws its bid during the period of bid validity and /or if the selected bidder fails to sign the agreement and /or fails to submit the performance Security within the stipulated time period.
ITB 21.2	<b>Format &amp; Signing of Bids :</b> Original and duplicate of the bids shall be typed, or hand written in indelible ink in the format given as the bidding forms (in page 36-42) and signed by the authorized signatories. Changes to this format shall lead to rejection of the bid.
ITB 21.3	Any change, addition, deletion, alteration or interpolation should be legibly indicated and should be authenticated by the authorized signatories. All the bids received non conformity to these requirements are liable to be rejected.
	<b>D. Submission and Opening of Bids</b>
ITB 22.1	<b>Submission, Sealing &amp; Marking of Bids :</b> Sealed Bids should be deposited in the Bids box kept at 1 <sup>st</sup> floor, Second Building, Procurement Division, Development Lotteries Board at No. 356, Dr Colvin R de Silva Mawatha, Colombo 2 or also be sent by registered post so as to reach the Chairman, Department Procurement Committee, Development Lotteries Board, No 356, Dr Colvin R de Silva Mawatha, Colombo 2 before the closing time and date specified. All bids should be properly sealed and submitted in duplicate in separate covers marked “ <b>Original</b> ” and “ <b>Duplicate</b> ” on the top center of the envelope. Above two said envelopes should be contained in another envelope and properly sealed.
ITB 22.2	The inner and outer envelopes shall bear the following identification marks : On the top left hand corner of each cover should be marked “ Bid the Designing Developing, Printing and Supplying of Saturday Fortune Draw Lottery tickets to the Development lotteries Board ”. Each cover should also be affixed with the Company seal of the prospective Bidder and addressed to “The Chairman, Department Procurement Committee, Development 1 Lotteries Board, Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2
ITB 23.1	<b>Deadline for submission of Bids</b> Bids will be closed at 2.30 pm on 04.08.2020 For bid submission purposes, the Purchaser’s name and address is :Development Lotteries Board, No.356 Colvin R De silva Mw, Union place, Colombo 02 .
ITB 24.1	<b>Late Bids:</b> Any bid received by the purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.
ITB 26.1	The bids will be opened at 2.30 pm on 04.08.2020. The bid opening shall take place at Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2 .
	<b>E. Evaluation and Comparison of Bids</b>
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.4	The bids will be evaluated based on the evaluation and qualification criteria stated in page 24-26 & 81-82 to the bid document under Evaluation and Qualification Criteria.

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**  
**Eligible bidders**

Eligible bidders should have the following requirements and should prove same with documentary evidence sent along with their offers.

**1. Should be a Local Registered Supplier: -**

- a) Registered supplier should be a 100% locally owned company/ companies and should have been incorporated at least two year prior to the opening date of this bid. The successful bidders should comply with the provisions of clause number 16 of the special conditions.
- b) The suppliers should be either
  - a. A Public Limited Liability Company or
  - b. A Private Limited Liability Company or
  - c. Two companies with a Joint Venture Agreement and one of the Venturing companies shall be authorized others to act as a lead partner of the venture. (Both Company in Sri Lanka and also the Board of Directors should be citizen of Sri Lanka.)  
A copy of the valid agreement and lead party authorization document should be submitted along with the Bid.
- c) A set of copies of the registration documents certified by the company secretary should be submitted along with the Bid.
- d) At the time of the submitting the Bids, Bidder should have a printing plant in Sri Lanka.

**2. Should be a Well-Established Organization: -** should indicate the following details along with documentary evidence in their offers

- a. Bidder should have minimum of two years experience in variable data printing in offset or flexography techniques. Documentary evidence should be submitted along with the bid.
- b. An annual average printing Turn over for printing works shall be Rs. 40,000,000/- during last two years.
- c. Organization management structure, Number of Employees of each Category, Qualifications and Experience of each Director and each Senior Employee, IT staff, nominated for the project. Documentary evidence for qualifications and experience should also be stated. The senior IT staff Member should have a B.Sc. degree in Computer Science or equivalent and at least three years IT Related Work experience.
- d. a.) 24 hours CCTV operation to cover the production process and the peripheral areas with minimum six months recording.

AND

- b.) Access control system for vehicles and human and the movements of them should be recorded to a database.

AND



c.) Details of the Security arrangements and the personnel proposed to be deployed to secure the production and to the delivery to the Development Lotteries Board. Facilities available for additional security if required to be deployed during the process of production should also be indicated.

OR

d.) Bidder should have complies with ISO14298: 2013 (Security Printing Management System for Security Printers)

- e. Details of the Security and the personnel proposed to be deployed to secure the production until the delivery of same to the Development Lotteries Board. Facilities available for additional security if required to be deployed during the production should also be indicated.
- f. Detail of the facilities available for first Aid lodging, Toilet, Canteen, Welfare, recreation etc. for the employees to minimize their outside contact in the process of production.
- g. Whether the EPF & ETF are being paid to the employees. If yes, provide documentary evidence.
- h. Whether exempted from the payment of taxes imposed by the Government of Sri Lanka. If Yes, provide documentary evidence.
- i. Whether obtained a Tax Identification Number. If yes, provide a copy of the certificate.
- j. Whether maintain any Income Tax File. If yes, provide documentary evidence.
- k. Whether pay Value Added Taxes: - If yes, provide documentary evidence.
- l. System management maintained for an un- interrupted process of production.
- m. A List of check methods and details of quality assurance process implemented to ensure the accuracy of the production
- n. A copy of the Bidder's Profile should also be sent

**3. Qualifications and experience:** - Qualified and experienced personnel should be available in the Organization not only for the entire process of production but also for explaining each and every point of the process. Bidders should submit certified details of each process of production. Name and position of the officer certified each process of production should be indicated.

**4. Required Machinery, Equipment and Facilities:** - The following details should also be submitted as per Sheet in page 80.

- a. Mark country of origin, volume per hour, type of damping, number of colures of the printing machine proposed to be directly deployed. A condition report of the machinery aged over five years should be certified by a chartered engineer.
- b. Full details of the Standby Generator available
- c. Details of the additional printing machines available.
- d. Details of the guillotines.
- e. Details of facilities for perforation
- f. Details of packing and pasting
- g. Documentary evidence for the ownership of machineries. (Bill of Lading and other relevant documents should be submitted along with the bid to prove whether the bidder has purchased said

machineries two years before the date of closing of the bid, also please note that the said machineries should be utilized for the printing of variable data printing during that period.)

- h. In case of failure of machineries, the supplier should have additional capacity for the fulfillment of the order. Provide documentary evidence.
- 5. Software Package:** - Should be able to provide an inter connected software to calculate winners for each draw, identifying winners from combinations during the draw for live announcement of results, bar code validation. Successful Bidder should provide service of IT Officer, at no extra cost, at Development Lotteries Board for the entire period of the contract that will be responsible for smooth functioning of the software supplied by the selected bidder and also the IT Officer shall be available on every draw at no extra cost.
- 6. Storage:** - Ample space should be available in-house for storing finished products at least for three (3) draws of each ticket and for storing raw materials for a minimum period of three months. Additional storage if any available for storing raw materials and/or finished products should be notified. Monitoring system should be available for maintaining sufficient stocks. The method of replenishing stocks should also be notified. The said functions should be maintained on industry standards.
- 7. Contractual Obligations:** - Bidder should indicate current contracts in hand and the date of expiry of such contracts if available.
- 8. Current Orders in Hand:** - Name of the clients and contacts details shall be submitted along with the performance certificates issued by the clients.
- 9. Financial Information:** - Bidder shall submit at least two years audited final accounts audited by qualified audit firm as stipulated in the companies Act with notes of the Accounts. Sufficient evidence to prove the financial capabilities to be satisfied by DLB. Bank Statements of last Three months should be provided.
- 10. Facilities required:** - The entire process of production should be carried out so as to easily inspecting the process of production by the officials of the Development Lotteries Board and for maintaining the security requirements.
- 11. Bid Security and Performance Bond and insurance:** - Shall be able to provide the bid security & performance bond within the time period specified from a reputed commercial bank accepted by the Central bank of Sri Lanka.
- 12. Insurance Cover:-** Shall be able to provide Insurance cover from a reputed Insurance company registered under Insurance Board of Sri Lanka as per the clause no 06 of the special condition.
- 13. Authorized auditor of DLB has right to audit the entire printing system/software system/plants and machinery when necessary by giving short notice.**

**Development Lotteries Board**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**

**Special Conditions**

**1. Use of Contract Documents and Information**

- (a) The supplier shall not, without the prior written consent of the Development Lotteries Board, disclose the contract, and/or any provision thereof, and/or sample and/or information furnished by and/or on behalf of the Development Lotteries Board in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only in so far, as may be necessary for purpose of such performance.
- (b) The supplier shall not, without the prior written consent of the Development Lotteries Board, made use of any documents, or information except for purpose of performing the contract.
- (c) Any document other than the contract itself, shall remain the property of the Development Lotteries Board and shall be returned (in all copies) to the Development Lotteries Board on completion of the supplier's performance under the contract, if so required by the Development Lotteries Board.

**2. Anticipated Quantity: -**

Anticipated quantities of normal Draw Lottery Tickets (10 in A4) by the Development Lotteries Board are specified below. These quantities may be decreased or increased based on the demand of the Lottery Tickets and at the discretion of the Development Lotteries Board. The decision of the Development Lotteries Board shall be final and conclusive.

Date	Tickets per draw
Monday	730,000
Wednesday	730,000
Saturday	730,000

- Annual ticket Qty (approximately) - 112 Million Tickets

**3. Draw software Development and provide numbers in soft form**

**3.1 Provide tickets for e – lotteries in soft form**

The supplier should be ready to provide a specified quantity from the total consignment (Ticket File) in soft form for mobile based lottery sales and distribution platforms (soft tickets) as per request of Development Lotteries Board within two days at no any extra cost.

Required File Formats (Name and Content) and File sharing mechanism will be decided by the Development Lotteries Board. Supplier should share the pdf file (soft form) with eTickets Details (serial number range, combinations which are allocated for e-Lotteries/SMS lotteries) to Development Lotteries Board for each draw.

- The said Supplier should appoint a Technical Person or Personal to support for the entire process of e lottery.
- Supplier should submit an Insurance for both printed tickets and soft tickets (e - Lotteries/SMS Lotteries) to cover the over redemption, under redemption and duplications.
- The said supplier should take the responsibility for duplication or any erroneous combinations in the ticket file (for each brand) until hand over them to Development Lotteries Board.

### 3.2 Draw Software Development

- Supplier's Draw Application should support for ticket wise process and book wise process since both printed tickets and eTickets sales are included in the same Sales File. Printed Tickets Sales are processed in book wise and soft tickets sales are processed in ticket wise.
- Supplier should generate Separate Winner Files for printed tickets and eTickets. Required format will be provided by Development Lotteries Board.
- Supplier should provide Reports by including printed tickets and eTickets winnings as Full Report and separate report for eTickets. Format will be provided by Development Lotteries Board.

### 3.3 Number Generation Development

- Supplier should improve the quality of the number generation tool(Especially the number generation algorithm) in order to keep the normality of the prize distribution which should be accepted by the IT division of the Development Lotteries Board. Unless, Supplier should develop the number generation algorithm for the given set of rules(Selected bidder will get set of rules) which helps to improve the prize distribution.
- Supplier should handover the sample ticket files to Development Lotteries Board and its required to get an approval from AGM-IT or his authorized officer of Development Lotteries Board before start the printing process for the generated consignment.
- Supplier should be able to do any modification in the Draw software/Special draw software or any other software tool which is included in the scope as per the instructions given by DLB-IT. Selected supplier is liable to do the required modifications as and when necessary for free of charge.

## 4. Draw Software Development for Special Draws

- Supplier should support for the all requirements given under the 3. **Draw software Development and provide numbers in soft form.**
- Prior to the installation of the Special Draw Software to the Draw laptops, the Supplier should demonstrate the business logic and the source code for the special Draw to the AGM-IT or his authorized officers and obtain the approval. All the transactions/process should follow in accordance with the Special Draw Policies, standards and procedures.

## 5. Site Inspection: -

On approval of the Department Procurement Committee the Technical Evaluation Committee and/or their authorized representatives shall have free access to inspect the site where the Draw Lottery Tickets are proposed to be printed. This inspection will be done prior to accepting the offers at all reasonable times without giving any prior notice.

1. **Price Quoted of :** - Prospective bidders should quote their prices for designing, developing, printing & supplying or the Draw Lottery tickets as per the specifications and other services required by the DLB. Technical specifications and other services required are specified under separate schedules in Page numbers No 43-47. Development Lotteries Board reserves its sole right to change the artwork and the prize structure in compliance with the requirements that may arise from time to time.
2. **Terms of Payment:** - Full payment against the presentation of the original invoice will be made within 30 days of the respective draw date of the tickets, subject to the quality and quantity certificate issued by the officer/officers appointed by the Development Lotteries Board. DLB shall have the right to re print the total quantity on free of charge or reduce the cost of the damage occurred due to poor quality and printing mistakes of tickets from an invoice.

3.

#### **6. Contract not to be Sublet:-**

The supplier should not assign or sublet his obligations of any part of the process of production of Draw Lottery Tickets required to be designed, developed, printed, supplied to the Development Lotteries Board.

#### **7. Delivery within Agreed Period:-**

a. All deliveries of Draw Lottery tickets should be made in unopened packs and in the manner required by the Development Lotteries Board within the agreed period of time and at the expense of the supplier. Security should be provided from the point of dispatching and until officially handed over to the Development Lotteries Board. Delivery notes should be certified by the supplier and the officer/s nominated by the Development Lotteries Board.

b. Should the supplier anticipate at any time during the period of the execution of the contract that he will not be able to comply with the time schedule for delivery, he shall inform such fact promptly in writing to the Chairman, Development Lotteries Board explaining the cause for the delay and the period involved. In case of any delay, the Development Lotteries Board shall have the option either to grant an extension or to terminate the contract and collect the Performance Bond without prejudice to any other and further claims that may be lodged in this regard.

#### **8. Indemnity: -**

Where the Draw Lottery Tickets are designed, developed, printed, supplied, deviating from the required prize pattern of winning tickets or the numbering systems or in any other manner other than that precisely and specifically required by the Development Lotteries Board, due to a willful commission, omission or error, fault, addition or deficiency of any description in the process of production, the full liability thereof shall be borne by the supplier. Whatever the additional cost on account of prizes arising from such willful commission, omission or error, fault, addition or deficiency of any description in the process of production shall be met by the supplier. Each selected bidder therefore shall enter into an agreement along with a valid insurance cover to the value of Rupees Thirty seven Million Five Hundred Thousand (Rs.37,500,000/-) with the Development Lotteries Board indemnifying the Development Lotteries Board against any additional cost on account of prizes arising from such willful commission, omission, or error, fault, addition or deficiency of any description in the process of production in the Printed form or soft form of lottery as well. For greater certainty and clarity, it is declared that the coverage provided by the said insurance policy limits. If the Development Lotteries Board so requests, the supplier shall use his best efforts to obtain from his insurer, at the cost of the additional insurance coverage as set out in the request.

Clearly worded certificate of insurance to be submitted with a reinsurance documents issued by a recognized reinsurance company prior to the signing of the contract by the selected bidder.

#### **9. Governing Law :-**

The bidders and any contract resulting there from shall be governed by and construed according to the Laws of Sri Lanka currently in force and that may be enacted from time to time by the Government of Sri Lanka in future.

#### **10. Conditions of the Bid: -**

Prospective bidders should acquaint themselves fully with the conditions of the contract. No plea of lack of information or insufficient information or ignorance of any description in so far as this bid is concerned will be entertained at any time prior to during and/or after completion of the work. Any further information required by the bidders may be obtained.

### **11.Revision of Prices Quoted:-**

- i. Quoted price will be considered as the fixed price for the entire period of the agreement.

### **12.Personal Indemnification: -**

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

### **13.Notices :-**

- ii. Any notice given by either party to the other party shall be sent in writing by faxmile, **e mail** and confirmed in writing to the addresses specified in the documents.
- iii. A notice shall be effective upon delivery or on the effective date mentioned in the notice, if so specified, whichever is later.

### **14.Termination :-**

- iv. Any failure, non-compliance, violation, infringement, negligence or default as falling within the provision of the contract in respect of any of the categories of tickets, on the part of the supplier shall amount to a violation of contract in which event the Development Lotteries Board shall have its right to terminate such contract.
- v. Further, should the sale of tickets and operation of any or all of the above-mentioned lotteries cease for reasons whatsoever, the relevant contract for the supply and delivery of such draw lottery tickets should also be treated as automatically and simultaneously terminated from the date of such termination.
- vi. After the award of the contract, if the Supplier is unable to supply the first ordered quantity of the order within Thirty (30) days and subsequent quantities within 14 days from the order date, Development Lotteries Board shall have the right to claim the Performance Bond and terminate such contract.
- vii. In above three occasions DLB has its right to get the service from the next qualified most responsive bidder of the same Bids.

### **15.Force Majeure: -**

The supplier shall not be held responsible for any delays or non-performance of any contractual obligations, caused by war, blockage, revolutions, insurrections, civil commotion, riots, mobilizations, strikes, lockouts, acts of God, epidemics, fire, flood, obstructions acts of Government, or any such other event beyond the control of either party which directly, materially and adversely affect the performance of any contractual obligation.

### **16.Arbitration :-**

- (a) All disputes arising from the contract shall be finally resolved in accordance with the provisions of Arbitration Act, No.11 of 1995 and any amendments thereafter.
- (b) Performance of the contract/shall continue during the arbitration proceedings.
- (c) All proceedings and hearings by Arbitrators or Umpires shall be held in Sri Lanka.

**17. Engage with similar contract: -**

- a. Any prospective bidder, who is already engaged in supplying lottery tickets in any manner to any other institution in Sri Lanka, is not eligible to bid for this contract.
- b. If any member of Director board of the bidding company represents any other company who is currently engaged in supplying Lottery tickets to any other company in Sri Lanka, will be a disqualification for the bidding company.
- c. In the period of the agreement for designing, developing, printing & supplying of Draw Lottery Tickets to the Development Lotteries Board, the supplier is not authorized to engage in Supplying, printing lottery tickets in any manner to any other institution in Sri Lanka.

**18.liquidated damages**

The supplier shall pay a sum of Rs.500, 000 as liquidated damages for any fault in the draw related software, which pursuance the successful completion of draw including pre and post processing

**19. Evaluation**

- Evaluation will be based on the evaluation criteria listed in page **no.24-26 & 81-82**
- The normal ticket price (- **10.5 cm x 5.6 cm 10 tickets per A4 sheet**) will be considered only for financial evaluation.
- Existing suppliers' performance will be considered.

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

**I/We agree to abide by all the terms and conditions pertaining to this Bid or Contract.**

Name of the Bidder: -----

Address : -----  
-----  
-----

Contact/Fax Number: - -----

-----  
Signature of the authorized Signatory  
Of the Bidder

*Affix the Company Seal here*

Name of the Signatory: - .....

Capacity: - .....

Witnesses

1. Signature :- .....

Name: - .....

Address: - .....

Contact Numbers: - .....

2. Signature :- .....

Name: - .....

Address: - .....

Contact Numbers: - .....

DRAFT



**Bid for Designing, Developing, Printing and  
Supplying of Saturday Fortune Draw Lottery Tickets  
GENERAL SPECIFICATIONS**

Game parameters will be given to the selected supplier by the Development Lotteries Board and they may be changed periodically. The general game parameters for the following Lottery are given below. Price per ticket is Rs.20/-

- **Name of the Game – Saturday Fortune**
- **Game Method –Two machines will be used for the draw Out of 75 balls, 4 balls will be drawn by one machine and one English Letter will be drawn out of 26 sign balls by another machine.**
- **Total combination size is 31,601,700 (Number of Tickets)**

If the Supper Jackpot is not won the prize amount will be “snow balled” to the next draw. This has to be calculated automatically through the software system. The snowballing of the super Jackpot prize will continue from Monday to Sunday so on. When required to modify the game and increase or decrease the combination size, the supplier should modify the total software system and printing system without any extra cost.

**Frequency Distribution of Game Data**

The supplier must provide the frequency distribution of game numbers printed on tickets in a digital format for batches of 10,000 tickets to confirm “Near Equal Distribution”

In order to check the Normality of the distribution, a software has to be provided by the supplier without any extra cost. Required format will be given by the IT Division of DLB. If fail to do so, DLB shall have right to claim Rs 10,000.00 for each draw.

**SYSTEM INTERFACE WITH DEVELOPMENTLOTTERIES BOARD LOTTERY MANAGEMENT SYSTEM**

System interface is a very simple mechanism for communication of information between Draw system and Lottery Management System (LMS). For each draw LMS will supply a sales information file in ASCII format containing a record for each book in that draw. In addition to the book number it will provide information of which agent sold that book. As a part of a draw calculation carried out by Draw System, a winner’s file is prepared containing details of each winning ticket including prize and agent sold the ticket.

File formats are given below:- Draw File

Record	Field Format	Description
1	9	Series
2	99/99/9999	Draw Date
3 to	999999999	Book Number (First Character is series)
	99/9999	District / Agent

Specifications (Cont..)

Sample

0  
20/06/2015  
000066307 23/2540  
000066308 02/0324  
000066309 23/2388  
000066310 13/1326

Winner's File

Field	Format	Description
1	99/99/9999	Draw Date
2	999999999	Book Number (First Character is series)
3	99	Ticket Number
4	9	Prize Level
5	99/9999	District / Agent

Sample

20/06/2015 001063533 91 4 19/1964  
20/06/2015 001063632 95 3 12/1254  
20/06/2015 001066455 29 4 01/7633  
20/06/2015 001063451 99 4 15/1660  
20/06/2015 001069322 56 4 18/1865  
20/06/2015 001063535 97 4 02/0464  
20/06/2015 001063550 71 4 03/0359

## Bidding Forms

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## DEVELOPMENT LOTTERIES BOARD

### Bid for Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets BID No ;DLB/PRO/2020/24

#### BID FORM

The Chairman,  
Department Procurement Committee,  
Development Lotteries Board,  
356, Dr Colvin R De Silva Mawatha,  
Colombo 2.  
Sri Lanka.

Dear Sir/Madam,

### **Bid for Designing, Developing, Printing, Supplying of Saturday Fortune Draw Lottery Tickets**

BID NO :DLB/PRO/2020/24

---

I/We, the undersigned, having read and fully acquainted myself/ourselves with the contents of the "Information and Instructions to Bids and Terms and Conditions of Bid" pertaining to the above Bid ..... thereto ..... hereby undertake to design, develop, print, and supply of Draw Lottery Tickets referred to therein, in accordance with the aforesaid instructions, Terms and Conditions of the Price Schedules for Draw Lottery Tickets.

I/We confirm that this offer shall be opened for acceptance until ..... and that it will not be withdrawn or revoked prior to that date.

I/We attach hereto the following documents as part of my/our Bid.

- (a) Special Conditions
- (b) General & Technical Specifications
- (c) Price Schedules of Draw Lottery Tickets for Monday to Sunday.
- (d) Specimen Form of Bid Security
- (e) Specimen of Performance Guarantee
- (f) Machinery & Technical Details
- (g) Self developed 100 Samples of printed tickets as per the specifications given in the Bid Document should be attached.
- (h) Bid Form
- (i) Other documents related to Bid - 1.

I/We, understand that you are not bound to accept the lowest Bid and that you reserve the right to reject any or all Bids or to accept any part of a Bids Bid without assigning any reasons thereof.

My/Our Bank Reference is as follows .....

Signature of Bidder :.....

Name of Bidder : .....

Address : .....

Fax: .....

Company Seal

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## DEVELOPMENT LOTTERIES BOARD

### Bid for Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets Price Schedule – Normal Ticket

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

#### SUPPLY OF DRAW LOTTERY TICKETS

Having examined the Instructions to Bidders, General Conditions, Particular Conditions, Articles of the Agreement, Specifications and other document related to this Bid, I/We hereby quote my/our prices below subject to abide by all the terms and conditions pertaining to this contract and as specified in the

<b>Price Schedule for the Anticipated Quantity for Saturday Fortune Draw Lottery Ticket</b>
---

**Ticket size - 10.5 cm x 5.6 cm 10 tickets per A4 sheet (2 columns of 5 tickets in each)**

Specify the method of Printing variable data .....

Total price per ticket which should include designing, developing, printing, sealed packing, supplying to DLB and including the printing of figure Rs 20.00 using visible florescent Ink using 100 gsm offset white printing papers (Bank Papers) with Supply cost & all software for printing, draw and validation draw result generating ,game structure modifications for promotional draw software and supplying e- version tickets. (up to two decimals if applicable)	<b>100 gsm Offset white printing Paper (Bank papers)</b>	
	Price in Figure (Rs)	Price In words (Rs)
<b>VAT.....%</b>		
<b>Any Other Taxes</b>		
<b>Total Cost</b>		

Date

Signature  
(Company Seal)

Address

## DEVELOPMENT LOTTERIES BOARD

### Bid for Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets Price Schedule – Promotional Ticket

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

#### SUPPLY OF DRAW LOTTERY TICKETS

Having examined the Instructions to Bidders, General Conditions, Particular Conditions, Articles of the Agreement, Specifications and other document related to this Bid, I/We hereby quote my/our prices below subject to abide by all the terms and conditions pertaining to this contract and as specified in the

<b>Price Schedule for the Anticipated Quantity for Saturday Fortune Draw Lottery Ticket</b>
---

**Ticket size - 15 cm x 07 cm 06 tickets per A4 sheet (3 columns of 2 tickets in each)**

Specify the method of Printing variable data .....

Total price per ticket which should include designing, developing, printing, sealed packing, supplying to DLB and including the printing of figure Rs 20.00 using visible florescent Ink using 100 gsm offset white printing papers (Bank Papers) with Supply cost & all software for printing, draw and validation draw result generating ,game structure modifications for promotional draw software and supplying e- version tickets. (up to two decimals if applicable)	<b>100 gsm Offset white printing Paper (Bank papers)</b>	
	Price in Figure (Rs)	Price In words (Rs)
<b>VAT.....%</b>		
<b>Any Other Taxes</b>		
<b>Total Cost</b>		

Date

Signature  
(Company Seal)

Address

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**

**Cost breakdown of Draw Lottery Tickets**

<b>Description</b>	<b>Cost Rs. Normal ticket</b>	<b>Cost Rs. promotional ticket</b>
Paper cost		
Data printing cost		
Machine Cost (Machine Parts and Other Consumables)		
Toner /Ink		
Offset printing cost		
Security Printing cost		
Plates		
Packing		
Administration cost (including profit)		
Software development cost (Refer Note below)		
Delivery cost		
Other cost (pl specify)		
<b>Total cost per ticket</b>		

**Note;**-Including software cost for number generations, printing ,draw result calculations /any other software involved

Date

Signature

Address

(Company Seal)



**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**

**Format for Bid Security**

[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: ----- [insert (by PE) name and address of Employer/Purchaser]

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 execution/supply [select appropriately] of [insert name of Contract] 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") of the IFB; or

(c) Having been notified of the acceptance of its Bid by the Employer/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 of authorized representative(s)]

## Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the Instructions indicate. 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 Bids Conditions.]

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 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)

## Schedule of Requirements

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# DEVELOPMENT LOTTERIES BOARD

## Bid for Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets TECHNICAL SPECIFICATIONS

### 1. Ticket Size and Construction:

Normal Ticket Size - 10.5 cm x 5.6 cm 10 tickets per A4 sheet (2 columns of 5 tickets in each)  
Promotional Ticket Size - 15 cm x 07 cm 06 tickets per A4 sheet (3 columns of 2 tickets in each)

**2. Perforation** : Machine perforation between tickets to facilitate separation of tickets without damaging each other.

**3. Paper Type** : Minimum 100 (gsm) offset white printing paper (bank paper)  
Tear Index C.D 8.75, M.D. 7.25 (m Nm 2/g).

**4. Pack size** : 10 tickets in a pack (Book)-for both ticket sizes

**5. Book and ticket No.** : Each ticket will have a unique consecutive book number and sequence tickets number (00 to 09) printed on the front of the ticket in human readable form and bar-coded. The starting book numbers for the draw on Monday, Wednesday and Saturday will be independent of each other. The book numbers will continue from order to order.

The ticket number should constitute as follows:

Each ticket will bear 16 (sixteen) digits and ticket number in the format of DDDDDPPPPPPPP-C-XX.

Where: D is four (4) digits draw No

PPPPPPPP is a Nine (9) digits book number.

Dash

C is a one (01) digit check digit.

Dash

XX is a two (02) digit ticket number.

Book and Ticket Number

The book and ticket number has a check digit and will be of the form

0000 - 000000000 - 0 - 00

Draw No Book No. Check Digit Ticket No

Ticket numbering will start at 00 and ascent to 49 for each pack of tickets. Pack will be printed in ascending order.

Draw Code: The tickets will have 25 as draw code for Monday series, 20 as draw code for Wednesday series and 30 as draw code for Saturday series.

- 6. Merging of Consignments** : In case of merging 2 consignments, the same combination should not be repeated.
- 7. Validation No.** : The book and ticket number printed as given in point 5 above will be used for validation of prizes.
- 8. Ticket security** : (a) All tickets should be 100% free of any security risk on prizes and tampering of the tickets.
- (b) Resolution of Game Data & Barcode should be minimum of 240 x 240 dpi in dark black ink with water proofing.
- (c) Ticket price figure (Rs20/-) should be printed using industry standard visible florescent ink.
- (d) Game data should be re-printed in black colour on four colour area of the face of ticket on security purposes. Font size is 2
- (e) Any other security features which can be inserted to avoid tampering of tickets
- 9. No of Tickets/ box** : 1000 consecutive number books (10,000 tickets) will be packed per box (carton). The boxes will be numbered from 001 onwards for every order.
- 10. Labels** : The label on the box has to clearly state the address of the Development Lotteries Board, game number, box number and the book range in that box. The label of "Saturday Fortune" lottery ticket for Monday carton has to be in Blue colour ,Wednesday carton has to be in Purple colour and Saturday carton has to be in Green colour.
- 11. Packing box** : Tri-wall corrugated cardboard sleeve and lid. Each 500 Tickets (50 books) should be Wrapped by sealed transparent polythene cover.
- 12. Packing Details** : A list of number of cartons in the order, with the book range in each carton and total number of omitted books should be provided by a report for each delivery.
- 13. Omission details** : List of omitted books and number of omitted books, along with the starting book number, ending book number and the total books in the order for the Draw Lottery tickets Monday to Sunday to be provided in a CD for each order. Also, if these are omitted books in a Box, a separate list of omission details to be supplied.
- 14. Delivery of tickets** :Delivering should be done as per the bidding condition. printed tickets should be delivered using pallets

- 15. Insurance** : Insurance cover as per page 73-79 should be given by the bidder through an Insurance company registered under IBSL on guaranteed prizes within a consignment of tickets and for any over redemption of prizes over and above the specified percentage in the working papers.
- 16. Cost of tickets** : Cost of tickets to be quoted as per the page 38-40
- 17. Draw date & Draw number:** Draw date & Draw number should be printed on the face of the ticket.
- 18. Quantity** : The weekly requirement of tickets shall be decided by the Development Lotteries Board and communicated 30 days prior to the draw date to the supplier. Supplier is liable to deliver it before 14 days of the respective draw date. However, there may be emergency situations whereby tickets may be requested by the Development Lotteries Board at a short notice. Each lot of tickets supplied and delivered weekly shall bear a Draw Number and the Draw Date.
- In case of failure to supply the additional orders on time, the supplier should be liable to compensate the loss. (calculated as follows Rs.20 per ticket x No. of tickets of order quantity)
- 19. Ticket Life** : Data should be abrasive resistant and the ticket should not discolor for twelve months.
- 20. Colour Printing of the Ticket:** Four processing colors in front and one color in back of the ticket using offset or flexography techniques.
- 21. Artwork Films and Plate:** The Artwork, films and plates shall become the property of the Development Lotteries Board. Artworks will be provided by the Development Lotteries Board.
- 22. Variable Data** : Barcode Serial Number and Winning Numbers are required to be printed on a security scrambler technology using water proof & scratch proof high quality branded original ink. The scrambler should be designed to improve the ability to detect counterfeit tickets. Print shall not smear and/or run and/or stain under normal handling. In addition to the barcode a separate QR code has to be printed to detect genuineness of the ticket. The necessary guidelines and the format will be given by Development Lotteries Board and approval should be taken from IT Division, Development Lotteries Board.
- 23. Ticket Re-construction** : Where a customer presents a torn and/or damaged and/or mutilated ticket to claim a prize, the supplier, upon requests of the Development Lotteries Board should be able to check the genuineness of the ticket & reconstruct such ticket configuration and determine whether it is a genuine prize-winning ticket and if so, the prize category.
- 24. Data Processing Requirement:** Database with the serial numbers and corresponding generated total combinations should be supplied on a Compact Disk (CD) in 2 copies along with the delivery of Tickets. These two CD's should be directly delivered to the Deputy General Manager (Finance) and AGM (IT). The format of the data base shall be decided by the IT Department of the Development Lotteries Board. Supplier should guarantee that the entire database CDs are readable and every single record in the database is accessible before delivery.
- 25. Ticket Identification:** The Supplier should adopt his own security method/s to identify the genuineness of the ticket and prize.

**26. Additional Requirements:** Depending on the market requirements, the Development Lotteries Board may request the supplier to supply and deliver additional quantities than the usual order/s. In such an event, If required the supplier should make arrangements to supply an additional quantity of 40,000 tickets within 04 hours and 500,000 tickets within 12 hours including holidays & weekends without any extra cost.

In case of failure to supply the additional orders on time, the supplier should liable to compensate the loss calculated as follows;  
**Rs.20.00 per ticket X No. of tickets of additional order**

**27. Samples**

: Samples with 100 tickets of each game printed as per the specifications, prize methodology given in the Bid documents should be attached along with the bid.

- (i) The sample tickets should have a game data; barcode and the ticket numbers printed using 240 x 240 dpi (minimum)
- (ii) The 100 samples should be validated through the barcode and should match with interconnected software physically (draw software used for calculating winners generating reports pertaining to the draw.)

The Bidder should submit documentary evidence for not less than two year experience in variable data printing. The evidence should include order copies, portion of signed and approved working papers pertaining to validation as per the specifications, 10 samples on A4 size 100 (gsm) offset white printing paper (bank paper) should be submitted as per the art work given by the DLB

**28. Process Demonstration**

: On the request of the Procurement Committee or Technical Evaluation Committee, the bidder should be ready to do a process demonstration of the following software using live data at no extra cost.

- (i) Mock draw
- (ii) Prize validation
- (iii) Stock data input

**29. Quality Assurance Clause:**

The Supplier must submit a Quality assurance certification along with the printed tickets and quality checked seal must be placed on each and every ticket box .The quality assurance committee to be appointed by the Development Lotteries Board and check the quality of the tickets supplied. The supplier should also nominate an officer for the above committee to take part the quality assurance process. This team will visit supplier premises time to time to check their quality assurance process. Supplier must certify the quality assurance of the printing process. Processing colors with variable data printing & all software related to printing should also be covered under the said assurance.

When payments are being released the above said quality assurance committee's report will be considered. If DLB found weaknesses in quality, the supplier should replace the required quantity before 03 days of the relevant draw without any extra cost. Such damaged tickets will be destroyed by Development Lotteries Board with the supervision of supplier.

**30. Software to be developed:**

The necessary software guidelines & software security levels for the system to be developed will be provided by DLB to the selected bidder upon signing the agreement. Also, all software related to the lottery printing and draw result calculating, a system audit will be done by DLB before accepting the first quantity

and the first draw of the selected supplier. Further time to time same audit will be conducted by the DLB and supplier should provide the necessary support.

For the above process IT nominee from supplier should be appointed to contact in case of classification. Response time should be within 2 hours.

**31. Partial Printing Consignment of :**

Draw wise printed lots for each draw combinations should be up loaded to SFTP location at the same time of delivery.

allocated lot for each consignment for each draw should also be submitted before conducting the draw.

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## **Factory Inspections and Tests**

### **During the Evaluation**

1. The Department Procurement Committee and /or Technical Evaluation Committee and / or their authorized representatives shall have free access to inspect the site where the draw lottery tickets are proposed to be printed supplied and delivered. This inspection will be done prior to accepting the offers at all reasonable times without giving any prior notice.
2. At the time of inspection all machinery required to print lottery tickets as specified in the bidding documents should be made available for inspection.
3. Printing of sample draw lottery tickets with requested security feature should also be demonstrated to the inspection team at the time of inspection.

### **After awarding the contract**

The Development Lotteries Board or its authorized representative has the right at all times to inspect or otherwise evaluate all phases of performance under this Agreement and the premises in which it is being performed as per CC 25.9 in contract data.

## List of Goods and Delivery Schedules

Line Item No.	Description of Goods	Anticipated Quantity per Sizes	No. of Books in a Box	Book Size	Expected Delivery Period
01.					
02.					
03.					

(a).All deliveries of Draw Lottery Tickets should be made in unopened packs in the manner as requested by the Development Lotteries Board within the agreed period of time and at the expense of the supplier. Security should be provided from the point of dispatching and until officially handed over to the Development Lotteries Board. Delivery notes should be certified by the supplier and the officer nominated by the Development Lotteries Board.

(b).If the supplier anticipate at any time during the period of the execution of the contract, that the supplier will not be able to comply with the time schedule for delivery ,the supplier shall inform such fact promptly in writing to the Chairman, Development Lotteries Board explaining the cause for the delay and the period involved. In case of any delay, the Development Lotteries Board shall have the option either to grant an extension or to terminate the contract and claim the performance Bond without prejudice to any other and further claims that may be lodged in this regard.

(c).The Chairman Department Procurement Committee further reserves the sole right to purchase any short fall and / or additional quantities of Draw Lottery Tickets from the next qualified Bidder based on any delay on the part of the prospective supplier and /or on the demand of the Draw Lottery Tickets and or at the discretion of the Department Procurement Committee. The decision of the Department Procurement Committee shall be final and conclusive.

**Conditions of Contract  
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**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 there from, 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 the commodities, raw material, machinery and equipment, and/or other materials 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) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
  - (k) “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.
  - (l) “The Project Site,” where applicable, means the place named in the Contract Data.
  - (m) “IT” means Information Technology

## General Conditions of Contract

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 bidder, 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 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 agreements (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.
- 4.3.1 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.

## General Conditions of 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 eth accuracy of such translation, for documents provided by the Supplier.
6. Joint Venture, Consortium or Association
- 6.1 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 Parties to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7. Eligibility
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.
8. Notices
- 8.1 Any notice given by one party to the 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 or receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9. Governing Law
- 9.1 The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
10. Settlement of Disputes
- 10.1 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.
- 10.2 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.
- 10.3 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.

## General Conditions of Contract

11. Scope of Supply 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
12. Delivery and Documents 12.1 Subject to CC Sub-Clause 32.1 the Delivery of Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities 13.1 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.
14. Contract Price 14.1 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.
15. Terms of Payment 15.1 The Contract Price, shall be paid as specified in the Contract Data.
- 15.2 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.
- 15.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties 16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contract Goods to the Purchaser
17. Performance Security 17.1 If required as specified in the Contract Data, the Supplier shall, within Fourteen days (14) of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.
- 17.2 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.
- 17.3 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.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than thirty (30) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.
18. Copyright 18.1 The copyright in all drawing, documents, and other materials Containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.

## General Conditions of Contract

### 19. Confidential Information

- 19.1 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 Sub-contractor such document, 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.
- 19.2 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.
- 19.3 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.
- 19.4 The provisions of CC Clauses 19 shall survive completion or termination, for whatever reason, of the Contract.

### 20. Subcontracting

- 20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.
- 20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

### 21. Specification and Standards

- 21.1 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 32.

### 22. Packing and Documents

- 22.1 The Supplier shall pack the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract.



## General Conditions of Contract

23. Insurance 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against losses or damages incidental to manufacture or acquisition, transportation, storage, and delivery.
24. Transportation 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
25. Inspection and Tests
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract data. Subject to CC Sub-Clauses 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser.  
The Supplier shall obtain from any relevant third party or manufacture any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.
- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

## General Conditions of Contract

26. Liquidated Damages 26.1 Except as provided under CC Clause 31, 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 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 34.
27. Warranty 27.1 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.
- 27.2 Subject to CC Sub-Clause 21.1 (b), 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.
- 27.3 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.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discover thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.
- 27.5 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.
- 27.6 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 with a reasonable period such remedial action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
28. Patent Indemnity 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2 , 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 expense, 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.

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-clause 28.1 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.

28.3 If the Supplier fails to notify the Purchaser with 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.

28.4 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.

28.5 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.

29. Limitation of Liability

29.1 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.

30. Change in Laws And Regulations

30.1 Unless otherwise specified in the Contract, if after the date of 28days prior to date of Bid submission, any law, regulation, ordinance, order or bylaw 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

## General Conditions of Contract

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 e 14.

31. Force Majeure
- 31.1 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.
- 31.2 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.
- 31.3 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.
32. Change orders  
And Contract  
Amendments
- 312.1 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 packing;
  - (c) The place of delivery; and
  - (d) The Related services to be provided by the Supplier.
- 32.2 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.
- 32.3 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.

## General Conditions of Contract

- 32.4 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.
33. Extensions of time
- 33.1 If at any time during performance of the Contract, the supplier or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.
34. Termination
- 34.1 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 33;
- (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 34.1 (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.
- 34.2 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

34.3 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 / delivery 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.
  - (i) To have any portion completed and delivered at the Contract terms and prices; and/or
  - (ii) 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.

35. Assignment 35.1 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.

## Contract Forms

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DRAFT

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**  
**SPECIMEN AGREEMENT**

THIS AGREEMENT made on this ..... Day of ..... Between the Development Lotteries Board duly incorporated under Parliament Act No 20 of 1997 of Sri Lanka and having its registered office at No 356, Dr Colvin R De Silva Mawatha, Colombo 2, Sri Lanka (hereinafter “The Purchaser”) of the one part and (Name of supplier) of ( Country ) (hereinafter “The supplier”) of the other part.

WHEREAS the Purchaser is desirous that certain goods and services should be provided by the supplier, viz. Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets and has accepted the Bids made by the supplier for the provision of those goods and services. (The said accepted Bids is annexed hereto and shall part and parcel of this Agreement).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Bid referred to.
2. Agreement will be valid for one year from the date of signing.
3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
  - a) Bid Form
  - b) General Conditions of Bidder
  - c) Special Conditions
  - d) General Specifications and Technical Specifications
  - e) Price Schedules
  - f) Description of Basic Services required
  - g) All other relevant documents in the Bid document
  - h) Machinery and Technical Details
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 Agreement.
5. The Purchaser hereby covenants to pay the supplier in consideration of the provision of the goods and services and the remedying of defects herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.
6. In case of any breakdown/fault of draw calculation software related to the lotteries a sum of RS 500,000/- in Sri Lankan Rupees, has to be paid per draw by the supplier to the Purchaser. In addition, the supplier shall pay Rs. 178,000/- in Sri Lanka Rupees, per day, in case of faults in validation software, which delay the validation of prize payment/reimbursement of prizes until such time it is rectified.
7. (a) In case of merging of 2 consignments and the same combination is repeated, the cost of the prizes has to be paid to the Purchaser by the supplier.



(b) In case the 2 consignments cannot be merged, the cost of the tickets, etc. has to be paid to the Purchaser by the supplier.

8. The weekly requirement of tickets shall be decided by the Development Lotteries Board and communicated to the supplier, 14 days prior to the date of delivery. However, there may be emergency situations whereby tickets may be requested by the Development Lotteries Board at a short notice. Each lot of tickets supplied and delivered weekly shall bear a Draw Number and the Draw Date. In case of failure to supply the additional orders on time, the supplier should liable to compensate the loss calculated as follows; Rs.20.00 per ticket x No. of tickets of order quantity.

9. Depending on the market requirements, the Development Lotteries Board may request the supplier to supply and deliver additional quantities than the usual order/s. In such an event, the supplier should make arrangements to supply and additional quantity of 40,000 tickets within 04 hours and 500,000 tickets within 12 hours including holidays & weekends.

In case of failure to supply the additional orders on time, the supplier should liable to compensate the loss calculated as follows;

**Rs.20.00 per ticket X No. of tickets of additional order**

10. Following the Commissioning of the supplier system to the satisfaction of the Chairman, of the Development Lotteries Board, the supplier shall place the source codes of all operational software of which the authenticity has been verified jointly by the Development Lotteries Board and the supplier, related documentation and all relevant pass words in the Bank of Ceylon Union Place Branch, to be held by the Bank of Ceylon's in "Escrow" for access by the Development Lotteries Board in the event of bankruptcy or any other instance of the termination of the Agreement. All cost payable to the Bank in this regard will be borne by the Development Lotteries Board.

11. This Agreement constitutes the entire understanding between the parties as to the subject matter thereof and may be amended or modified only by an agreement in writing signed by both parties.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

Said ..... (for the Purchaser)

In the presence of .....

Signed, Sealed and Delivered by the

Said ..... (for the supplier)

In the presence of .....

Witnesses:

1. ....
2. ....

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Lottery Tickets**

**PERFORMANCE GUARANTEE**

----- [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 Contractor/Supplier] (hereinafter called "the Contractor") has entered into Contract No. ----- [reference number of the contract] dated ----- -- with you, for the ----- [insert "construction"/ "Supply"] of ----- [name of contract and brief description of Works] (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 Contractor, 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 contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

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

Contract Forms

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Lottery Tickets**

**COMPANY PROFILE**

1. NAME AND ADDRESS OF BIDDER :

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

2. NAME & ADDRESS OF BANKERS:

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

3. LOCATION OF FACTORY/FACTORIES :

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

4. Detail of experience in business of security printing tickets. Please give details as follows:

Name of the Company	Name of the Directors	No. of years	No. of security printed per annum

( Documentary Proof should be submitted )

5. Location of production machinery and security features to avoid pilferage and burglary :

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

6. Production capacity in terms of number of tickets per month .  
.....  
.....

7. Certified copies of the Audited Financial Statement of the Company for the last **two** financial years  
.....  
.....

8. Past performance in similar printing contracts  
.....  
.....  
.....

9. Provide samples of tickets with game play symbols where the tickets had been printed & delivered  
.....  
.....

I/We  
.....  
.

hereby, in accordance with the Bid Notice dated ....., bid for the supply of the above mentioned items at the prices quoted above and upon the conditions set forth therein and, should this Bid be accepted, I/we covenant and agree with the Development Lotteries Board of Sri Lanka to perform and fulfill each and all the conditions stipulated in the Bid Notice/Documents.

.....

Signature of Bidder

Witness :

1. Signature : .....  
Name : .....  
Address : .....

2. Signature : .....  
Name : .....  
Address : .....

**DEVELOPMENT LOTTERIES BOARD**  
**Bid for Designing, Developing, Printing and**  
**Supplying of Saturday Fortune Draw Lottery Tickets**

**DOCUMENTS PERTAINING TO THE BIDDER'S ORGANISATION**  
**AND INFORMATION TO BE SENT WITH BID**

We hereby submit for your examination and consideration the certified true copies of the following marked as indicated below :

- ANNEXE G1 - Articles of Association Joint Venture Agreement in English
- ANNEXE G2 - Curriculum Vitae of Directors as per Form 1/20  
Principal Officers and Production Technical Personnel
- ANNEXE G3 - Corporate profile of the Company together with  
Audited Accounts for the 2 immediately preceding  
Years – in respect of which Audited Accounts are  
Available, machineries details with all certificates provided by Manufacturer.  
technical literature and data covering  
All aspects for the proper evaluation of the Bid
- ANNEXE G4 - Implementation programmed for designing, developing  
Printing and Supplying of "Saturday Fortune " Draw Lottery tickets in a  
suitable form including guaranteed times of implementation and  
delivery.
- ANNEXE G5 - A Bid Security payable on demand addressed to the Chairman,  
Development Lotteries Board, for Rs.560,000.00
- ANNEXE G6 - Price Schedule in page 38-39
- ANNEXE G7 - The signed General Conditions, the Special Conditions,  
Confirming general specifications, Technical Specifications & other documents that  
may be relevant

Date:

Signature:

(Company Seal)

Name & Address of Bidder :-

1. Witness

2. Witness

## DEVELOPMENT LOTTERIES BOARD

### Bid for Designing, Developing, Printing and Supplying of Saturday Fortune Draw Lottery Tickets

#### DESCRIPTION OF BASIC SERVICES REQUIRED

- a) The Bidder is required to prepare and deliver a draft working paper which shall include specifications, validation codes to appear on each ticket, prize structure, price, packaging, consignment instructions, delivery schedule & Invoice.
- b) When the Development Lotteries Board place the orders to proceed with the commercial printing using up-to-date confidential control and printing methods and other high technical methods, which has been developed for the production of lottery tickets.
- c) To provide the computer program for the draw lottery tickets any assistance required in overcoming problems related to these draw programs.
- d) Provide to the Development Lotteries Board written procedures to enable to maintain controls of the Lottery.
- e) To render assistance in the validation of disputed winning tickets.
- f) To act as facilitator to the Development Lotteries Board relating to all aspects of game promotion and sale.

RESULT SHEET FORMAT

Report Date:.....

Report Time : .....

**“SATURDAY FORTUNE ” DRAW LOTTERY**

Valid Serial Nos. from ..... to .....

Jackpot Rs .....

WINNING NUMBERS FOR .....

ENGLISH LETTER

0 ticket (s) sold with 4 Matching Nos. & English letter

0 Ticket(s) sold with 4 Matching Nos.

Matches	No. of Winners	Prize	Amount
Any Single (01) Number	0	0	0
Any Two (02) Number	0	0	0
Any Three (03) Numbers	0	0	0
Four (04) Numbers	0	0	0
English letter	0	0	0
Any Single (01) Number with English letter	0	0	0
Any Two (02) Numbers with English letter	0	0	0
Any Three (03) Numbers with English letter	0	0	0
Four (04) Numbers with English letter	0	0	0
Total Prizes			

NEXT SUPER JACKPOT

Rs.....

Winning Ticket sold by:

Dealer No.	Prize Category (Jackpot or Bonus)	Name of Dealer

DETAILED DRAW REPORT

Draw Date : .....

Type : Monday/Wednesday /Saturday

Status : Ready/Not Ready

Draw No : .....

Valid Book No. Range : From:..... to: .....

Today's Jackpot :

Next Jackpot :

No of Tickets Sold :

Jackpot Winner :

Jackpot Share :

Jackpot Total :

Jackpot Adjustment :

Brought Forward :

Carry Forward:

Match	Winners	Prize	Amount



## Insurance Policy

1. Insured Name : .....
- Address .....
2. Policy No : .....
3. Re Insurer Name : .....
- Address .....
4. Risks : On guaranteed prizes within a consignment of tickets and any over redemption of prizes over and above the specified percentage in the working papers.
5. Period : From ..... To .....
6. Location :
7. Limit of Liability : Liability to the extent occurred to the DLB
8. Terms & Conditions : 1) Lottery Manufacturers' & Contractor's Liability Policy  
(Claims-made basis).
- War and Civil War Excluded  
Retroactive Date : Policy Inception Date  
Premium Adjustment Clause  
Policy Territory & Jurisdiction : Sri Lanka  
Deductible : Rs, .....  
Estimated Sales Amount for 1 year. and or other  
currencies mentioned in para 4(i) of General conditions
9. Beneficiary : Development Lotteries Board (Sri Lanka)

Issued on ..... day of ..... 2020

..... Name of Company

Authorized Officer

LOTTERY SUPPLIERS &  
CONTRACOTRS' LIABILITY POLICY

Whereas the Insured named in the Schedule has made to the ..... (hereinafter called "the Insurers") a written proposal and has supplied to the Insurers certain information the particulars and statements of which shall form the basis of the Insurance and are to be considered as incorporated herein.

In consideration of the payment of the premium herein, the Insurers agree (subject to the Conditions, Provisions and Exclusions contained herein or endorsed or otherwise expressed hereon which shall be deemed to be conditions precedent to the right of the Insured to recover hereunder) to indemnify the insured up to but not exceeding the limit or limits stated in the schedule for any sum or sums which the insured may become legally liable to pay arising from any claim or claims made against them during the period stated in the Schedule as a direct result of any negligent act, error or omission in the conduct and execution of the Activities defined in the Schedule.

**COVERAGE**

1. The Insurers hereby agree to indemnify the respective Insured for their liability necessarily assumed under the terms of the respective Rules and Regulations of any such Lottery Game limited however for the purposes of this Section of this Policy to the actual additional cost incurred by the respective Insured in the provision of additional prizes to legitimate winners should the total of all prizes won by legitimate winners exceed 100% of the Available Prize Fund (as defined) in any insured Lottery Game (or such greater percentage as specified within the terms of the respective contract) arising in consequence of any negligent act, error or omission on the part the Contractor and/or any of their Sub-Contractors or Manufacturers/Suppliers and/or Mechanical and/or electrical and/or electronic breakdown, failure or malfunctioning of any machinery, computer and/or peripheral equipment used in connection with the design, formulation, preparation and printing of any such Lottery Game and for which the Contractor and/or their Sub-Contractor or Supplier is responsible for printed and e version lotteries.

Insurers agree in addition to the foregoing to indemnify the insured for those increased costs incurred for which they are responsible in the procurement, validation, processing and distribution of such additional prizes and aforesaid,

provided always the Insurers' liability under this extension is to the cost of all additional prizes.

2. Further, it is understood and agreed that the Insurer's indemnify the insured for their liability assumed under the terms of their respective Contract(s) limited however for the purpose of this Policy to : the reimbursement to their Principal(s) of the cost of Lottery tickets supplied and/or the reimbursement to their Principal of their Principal's expenses, costs, commitments and cancellation charges sustained or incurred including increased costs necessarily incurred by their principal(s) directly in connection with such Lottery, other than legal costs and/or expenses.

Should any insured Lottery be cancelled, postponed, curtailed or abandoned due to any of the insured perils specified under (a) and/or (b) of 1 hereof or in the event of accidental physical destruction of/or damage to consignments of Lottery Tickets in whole or in part occurring prior to delivery as contracted.

Insurer agrees in addition to the foregoing to indemnify the Insured with respect to their own increased costs in reprinting or reproducing a Lottery in whole or in part together with other increased costs directly associated therewith where such increased costs are necessarily incurred in avoiding or limiting a loss under this Coverage. Subject always to the limit of indemnify under this extension not exceeding the amount of the loss, which would otherwise have been incurred

## EXCLUSIONS

In respect of weekly draw lottery games, this Policy covers the Insured's assumed liability for the payment of all additional prizes to legitimate winners with respect to each such draws arising in consequence of erroneous duplication of any winning tickets having occurred and being discovered prior to the expiry of the permitted redemption period, subject otherwise to the terms, limitations and conditions of this Policy.

This insurance does not cover any claim or claims arising out of:

Any claim made against the Insured as a result of malicious, criminal or deliberate illegal acts of the Insured.  
Any counterfeiting and/or forgery

The insolvency of the insured

Any legal liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from nuclear fuel or from any waste from the combustion of nuclear fuel the radioactive, toxic explosive or the hazardous properties of any explosive nuclear assembly or nuclear component thereof.

## CONDITIONS

### 1. Immediate Notice of Loss

Upon the discovery of any event likely to give rise to a claim under this policy the insured shall as a condition precedent to their right to be indemnified under this insurance give immediate written notice thereof to the Insurance hereon.

### 2. Due Diligence

The insured shall use due diligence and do and concur in doing all things reasonably practicable to avoid or diminish any loss herein insured, it being understood and agreed that this policy extends to indemnify the insured for their ascertained net loss of additional out-of-pocket expenses and/or increased costs necessarily incurred by them to avoid or diminish any such loss provided however that in no circumstances shall the Insurers' maximum liability under this Policy exceed the stated Policy limit.

### 3. Subrogation

It is hereby agreed that if any payment is made under this Policy in respect of a claim the Insurers are thereupon subrogated to all the Insured's rights of recovery in relation thereto. However, the Insurers shall not exercise any such rights against the employee of the insured unless the claim has been brought about or contributed to by the dishonest, fraudulent criminal or malicious act or omission of the employee.

### 4. Fraudulent Claims

If any claim is fraudulent or based on an exaggerated or false declaration this policy shall be void and all benefits forfeited.

### 5. Retroactive Date

Where a retroactive date is specified in the Schedule this Policy will not apply to claims first made against the Insured by reason of negligence committed or alleged to have been committed prior to the said retroactive date.

### 6. Non-Contribution Clause

This Insurance does not cover any loss or damage which at the time of the happening of such loss or damage is insured by or would, but for the existence of this policy be insured by any other existing policy or policies except in respect of any excess beyond the amount which would have been payable under such other policy or policies had this Insurance not been effected.

### 7. Limit or Limits

"Limit or Limits" shown in the schedule is the most the Insurers will pay for the sum or sums of damage and expenses indemnified under this policy.

### 8. Deductible

Insurer's obligation under this insurance to pay damages and expenses applies only to the amounts of damages expenses in excess of any deductible amounts stated in the schedule.

## **DEFINITIONS**

1. "The Activities" granted by this policy shall mean the performance by the Insured of the design, formulation, preparation, printing, supply and delivery of Lottery Game Materials including marketing and operation of various Lottery Games under the terms of their Contract(s) with their Principal in the Policy territory.
2. The terms "Available Prize Payment" and "Insurance Level" shall be deemed to mean the sum arrived at by applying the percentage of revenue allocated for prize specified in the approved prize structure applicable to

the respective lottery to the aggregate of the actual revenue derived from all tickets sold PLUS the revenue which would have been derived from the sale of all those unsold tickets in each "Pool" of tickets from which at least one ticket has been sold.

3. "Contract" shall mean the document which details the general terms and conditions of the agreement between the Contractor and Development Lotteries Board and shall also mean "Working Papers" or Purchase Orders for the supply of tickets.
4. "Probability Game" shall mean any game or any part of a game for which the playing rules require a random choice by the player in determining the prize to be won or whether the game piece becomes a winner or loser such that the total number of prizes to be paid can be estimated by application of the mathematical Laws of Probability.
5. "Legitimate Winners" shall mean a person, being eligible to participate, presenting a ticket:
  - a) being part of the order supplied for the Lottery Game concerned:  
  
and
  - b) which bears a winning or winning combination of number(s), symbol(s) or other nomenclature which, to the best of the Validation's knowledge and belief has not been caused by forgery, mutilation or other tampering irrespective of the number contained on such ticket.

ENDORSEMENT NO : 01  
POLICY NO : .....  
NAME OF INSURED : .....  
POLICY PERIOD : ..... to .....

## MILLENNIUM EXCLUSION CLAUSE (This may be omitted now)

It is agreed and understood that otherwise subject to the terms, exclusions, provisions and conditions contained in the policy or endorsed thereon, the following shall apply to this insurance:

1. Insurer(s) will not pay for damages or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media, microchip, operating systems, or similar device, any computer software, or any other products, and any services, that directly or indirectly use or rely upon, in any manner, any of the items listed above, whether the property of the insured or not, that results from any actual or alleged failure, malfunction or inadequacy due to inability to correctly recognize, failure, malfunction or inadequacy due to inability to correctly recognize, process, distinguish, interpret or accept any date as its true calendar date.
2. It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.
3. It is further understood that we will not pay for Damage or Consequential Loss arising from the failure, inadequacy or malfunction of any advice, consultation, design evaluation, inspection, installation, maintenance, repair or supervision provided or done by Insured or for insured to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in 1 above.

Such damage or consequential Loss described in 1 2 & 3 above is excluded regardless of any other cause that contributed concurrently or in any other sequence.

Issued on ..... day of ..... 2020

Name of Insurance Company

Authorized Officer

ENDORSEMENT NO :  
POLICY NO :

NAME OF ASSURED :  
POLICY PERIOD :

**PREMIUM ADJUSTMENT CLAUSE**

It is further understood and agreed that :

- a) The Premium for Product Hazards stated in SCHEDULE as attached to the policy is a minimum and deposit premium only, and upon the termination of this Policy, the actual premium shall be computed in basis of the actual "sales" (not turnover) during the Policy Period, and if the adjusted premium thus computed exceed the minimum and deposit premium paid, the Insured shall additional pay the excess to the Company

In consideration of the foregoing terms, the Named Insured shall furnish the Company with written reports attaching the relevant supporting documents for the actual sales (or turnover) during the Policy Period immediately after the expiry of the Policy.

Issued on ..... day of ..... 2020

Name of Insurance Company

Authorized Officer

DRAFT

## MACHINERY & TECHNICAL DETAILS

1. Name of Bidder : .....

2. No. of Technical Personnel

(A) Full Time: .....

(B) Part Time .....

3. Full time Engineer/Technician

Name	Qualifications	Designation	Experience
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....

4. Special Training Received, if any

.....  
 .....

5.

List of Printing Machines	Model No.	Quantity	No of colors printing in once	Name of Heads available,	Manufacturer

(Can be attached list )

6. Number of Workers .....

7. Floor Area of the printing plant (approx.) .....

8. Address of the place of the printing plant .....

9. Contact No: .....

Signature .....

Designation .....

Seal of Bidder .....



### Check List / Evaluation Criteria

<b>Check List</b>
<b>Price - Normal Ticket</b>
Bid Security - Bank
Value validity period
Method of Printing variable data
Which should include designing, developing, printing, sealed packing, supplying to DLB and including the printing of figure Rs 20.00 using visible florescent Ink using 100 gsm offset white printing papers (Bank Papers) with Supply cost & all software for printing, draw and validation draw result generating ,game structure modifications for promotional draw software and supplying e- version tickets. (up to two decimals if applicable)
Other Government Taxes
VAT
Total
Availability of sample 100 no of tickets
barcode and the ticket numbers printed using 240 x 240 dpi (minimum)
Compliance of Sample Tickets as per the specifications
<b>Evaluation Criteria</b>
<b>Machine Details and Printing Plant</b>
Printing Plant
Printing Processing - Offset or flexography techniques.
6 Colours
4 Colours
2 Colours
Resolution - 240 x 240 dpi
Perforation - One Pass / Two Pass
Required Output
- Per Day < 2,500,000 tickets
- Per Day > 2,500,000 tickets
Man Power
IT Professional / Software Developers / Software Engineers < 10 persons IT Professional / Software Developers / Software Engineers > 10 persons
Technical Staff < 10 persons Technical Staff > 10 persons
Financial Stability
Core business turnover during last 2 years > 40,000,000 (Last 2 years average)
-EPF/ETF paid as per audited accounts

	- Audited financial statements of last three years
	Other Facilities
	Storage area > 5000 sq
	Distance - Factory to DLB -1 Hour -2 Hour -3 Hour
	Vehicle availability
	Assigned QC Process (if Satisfactory )

Mark sheet -check

DRAFT