

Ministry of Finance

## Development Lotteries Board

### BIDDING DOCUMENTS

Invitation to Bids for Fabricating,  
Supplying & Delivering of 300 No of steel

# LOTTERY SALES OUTLETS

BID No : DLB/PRO/2021/13

Bidders Name	:- .....
Receipt No	:- .....
Issued By	:- .....

Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 02.





Ministry of Finance  
DEVELOPMENT LOTTERIES BOARD

**INVITATION TO BIDS FOR**  
**FABRICATING, SUPPLYING & DELIVERING OF 300 NO'S OF LOTTERY SALES OUTLETS**

**Bid No: - DLB/PRO/2021/13**

Chairman, Minor Procurement Committee, on behalf of the Development Lotteries Board invites sealed bids from interested eligible bidders for Fabricating, Supplying & Delivering of 300 No of Lottery Sales Outlets for the DLB.

02. Bidding will be conducted according to the National Competitive Bidding (NCB) Procedure.
03. A complete set of Bidding documents in English language could be inspected on free of charge and purchased upon submission of the written request by the supplier in the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R De Silva Mw, Union Place, Colombo 02, from **22.07.2021** to **11.08.2021** (during working days) between 09.00 am to 03.00 p.m, upon the payment of the non-refundable document fees **Rs 3,500.00**. The method of payment will be in cash.
04. The bids should be accompanied by a Bid Security as per the bidding document.
05. Bidders should furnish all the detailed information as required in the Bidding Documents.
06. As per the Bid Conditions, Bids shall be delivered in duplicate with marked as top left hand corner of the envelopes "Fabricating, Supplying & Delivering of 300 No of Lottery Sales Outlets" to reach the Chairman, Minor Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 2., Sri Lanka, not later than **02.30 p.m** on **12.08.2021** and no bids will be accepted thereafter.
07. Bids should be forwarded by registered post or deposited in the Box provided at Procurement Division of the Development Lotteries Board, Chairman, Minor Procurement Committee, Development Lotteries Board, 356, Dr.Colvin R. De Silva Mawatha, Colombo 2 on or before at 2.30 p.m on **12.08.2021** Bids will be **closed at 02.30 p.m** on **12.08.2021** and bids will be opened soon after closing time in the presence of bidder's representatives.
08. The bidding documents could be referred from the DLB website: [www.dlb.lk](http://www.dlb.lk)

Chairman,  
Minor Procurement Committee,  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 02.  
Tel: 011 4824824  
[www.dlb.lk](http://www.dlb.lk)  
22.07.2021





## **Development Lotteries Board**

### **Invitation of Bids for Fabricating, Supplying and Delivering of 300 No's Lottery Sales Outlets**

#### **General Conditions**

##### **01. Invitation for Bids**

The Chairman, Minor Procurement Committee, Development Lotteries Board invites sealed bids up to **2.30 p.m. on 12.08.2021** For “Fabricating, Supplying and Delivering of Steel Lottery Sales outlets”.

##### **02. Issuing of Bidding Documents**

Bidding document and specifications can be inspected and obtained from the Head office of the Development Lotteries Board at No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02, between 9.00 a.m. to 3.00 p.m. from Monday to Friday, other than on Public Holidays, upon a non-refundable payment of Rs. 3,500.00 (Three thousand five hundred)

##### **03. Eligibility Criteria**

- a) The Bidder should have minimum of 03 year experience in designing, fabricating and supplying of iron outlets, trade stalls.
- b) Bidder should have minimum one similar nature works experience, value not less than 10.5 million during the last 03 years.
- c) Having experiences in designing, fabricating and supplying of steel sales outlets, trade stalls and as well as tenderers who have workshop facilities, qualified personnel and trained staff, tools and equipment etc.,
- d) Bidder must submit documentary evidence to prove his/her ability to carry out the contract. This should include past experience, clientele, workshop facilities, qualified personnel and trained staff, tools and equipment, financial position and other relevant information to complete the tender successfully.

(Attach documentary evidence for similar projects completed by the bidder)

##### **04. Specification and Services required**

Specifications and services requirement are given in as per the annexure “c”.

## 05. Bid Security

I. (a) Bids should be submitted in duplicate. The bid must be accompanied by a BID Security for amounting **Rs.210,000.00** payable on demand addressed to the Chairman, Development Lotteries Board, in Sri Lanka Rupees valid for a period of One Hundred & Eighteen (118) days (**up to 08.12.2021**) from the date of closing of bids. The bid bond should be furnished and submitted along with the Bid.

(b) The bid bond required shall be furnished by the bidders in the form “E” annexed by a recognized commercial bank operating in Sri Lanka approved by the Central bank of Sri Lanka.

Bidders which are not secured with the bid bond pursuant to clause (b) above and not submitted in the format given in form “E” shall be rejected.

II. Each page of the bid document should be signed by the bidder or duly authorized officer and enclosed in a sealed cover (together with a signed copy of the conditions of the bid) marked “**Bid for Fabricating, Supplying and Delivering of 300 No Steel Lottery Sales Outlets**” on the top of the left-hand corner and addressed to the Chairman, Minor Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02. The original and copy should be submitted separately and have to be clearly marked on covers.

Bidder’s address should be indicated on the bottom of the left corner of the envelope.

## 06. Submission of Bid

Bids shall be made in accordance with the bid documents, consisting of the following documents:

- a) Bid Security as per ( Annex “E”)
- b) Specimen Form of Performance Bond ( Annex “F”)
- c) Bid Form (Annex “A”)
- d) Price Schedule (Annex “D”)
- e) Technical specifications (Annex “C”)
- f) The bidder should submit documentary evidence of experience in required by clause 3 above. (Annex –B)

## 07. Language and Bid

All correspondence and documents relating to the bid shall be in ENGLISH language.

## 08. Closing Date

Sealed bids should be sent by post under registered cover, so as to reach the chairman, Minor, Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02 not later than 2.30 p.m. on **12.08.2021** Bidders can deliver their bids by hand to the same address mentioned above not later than 2.30 p.m. on **12.08.2021** Original Bid and the duplicate are not received by the specified time on the due date will be rejected.

## **09. Closing/ Opening Bids**

I. Bids will be closed at 2.30 p.m. on 12.08.2021 and opened immediately thereafter at the office of Development Lotteries Board, No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02.

II. Bidder or his/her duly authorized representatives may be present at the time of opening bids.

## **10. Validity of Bid**

Bids should be valid for period of Ninety (90) DAYS (Up to 10.11.2021 ) from the date of closing of the bid.

## **11. Bid Prices**

- I. Prices should be quoted in Sri Lankan rupees details given in the annexure “D”
- II. If the bid reveal that there are arithmetical or other errors in the rates or amounts quoted in the price schedule submitted with such bid, they should be corrected, and where there is a discrepancy in the amounts in figures and in words, in such an event amount inward will be considered.
- III. Bidder should quote the work stipulated in the bidding document per unit cost ( per outlet)
- IV. If any discounts applicable please indicate separately in the price schedule.

## **12. Right to Accept or Reject**

The Minor Procurement Committee reserves the right to accept or reject the bid or any part of it without assigning any reasons. Minor Procurement Committee is not bound to accept the lowest bid.

## **13. Notice of Acceptance of Bid**

Acceptance of the bid will be communicated by fax and confirmed in writing by registered post to the successful bidder. Any changes of the address of the bidder should therefore be promptly notified to the Chairman, Development Lotteries Board, No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02.

## **14. Performance Bond**

- I.(a) The bidder shall at his own expense deposit with the chairman, Development Lotteries Board within ten(10) working days of the date of notice of award of the bid a performance bond payable on demand in terms of annex “F” attached in favor of the Development Lotteries Board in the form of a performance guarantee from a reputed commercial bank in the country of the supplier with a confirmation by a bank in Sri Lanka approved by Central Bank of Sri Lanka the performance bond for an amount equivalent to ten percent (10%) of the contract price, for the due and punctual performance and fulfillment of the contract.

- (b) The performance bond will be discharged by the Development Lotteries Board upon being satisfied that there has been due performance of the obligation of the bidder.
- (c) The performance bond shall be valid for the full contract period and any extensions thereafter.
- (d) The performance bond will be discharged 6 months pursuant of the obligation due to the satisfaction of the Chairman of the Development Lotteries Board. No interest will be paid for the performance bond.

15. The bidder is at liberty to submit any additional information, details of features which may be considered desirable together with cost thereon and the same shall be sent out with a separate covering letter which shall accompany the bid. The Procurement Committee reserves the right to accept Or reject such additional features at its discretion.

#### **16. Agreement / Contract Period**

The successful bidder shall enter into an agreement as per annex “G” with the Development Lotteries Board, for the due performance of the contract and it should be valid for 04 months Period.

#### **17. Delivery of Outlets / Sample inspection**

- a) All outlets should be supplied within 04 months period from the date of awarding. Selected supplier should be delivered Outlets within 07 days from the delivery location Notifications by DLB.
- b) Selected Suppliers should be submitted delivery program within 10 days from the Letter of Award. Partial delivery allowed.
- c) Sample will be checked while the manufacturing outlets and prior to the delivery.
- d) In the case of any delay, the Chairman, Development Lotteries Board shall have the option of either granting an extension or terminating the contract and collecting the performance bond without prejudice to any other claims that may be lodged in this regard.

#### **18. Sample Evaluation.**

The successful bidder should supply a sample/ model outlet as per the specifications to the Development Lotteries Board for evaluation, within 07 days after informing in writing. If fail to submit the sample, bids will be rejected.

#### **19. Force Majeure**

In the event of War or disturbances, strike or pestilence or epidemical sickness or earthquake, fire storms or flood or other hindrance affecting the contractor being the act of god or beyond the control of the parties the terms or contract shall be subject to such modification as the circumstances may warrant.

#### **20. Governing Law**

The bids and any contract resulting there from shall be governed by and construed according to the Law of Sri Lanka.

## **21. Miscellaneous**

- a) Bidders must acquaint themselves fully with the conditions of the bid. No plea of lack of information or insufficient information will be entertained at any time.
- b) Any further information required by bidders can be obtained on application, from the AGM (Procurement), Development Lotteries Board, No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02. (Tele:- 011 4 824 807/ 076 9 475 871)

## **22. Individuals not Personally Liable**

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 bidder under the contract or answerable for any default or omission of the successful bidder in the observance or performance of any of the acts, matters or things which are herein contained.

## **23. Arbitration**

- a. All disputes arise in connection with the present contract shall be finally settled in accordance with the provisions of arbitration Act No 11 of 1995.
- b. Performance of the contract shall continue during arbitration proceedings.
- c. All proceedings and hearings by arbitrators shall be held in Sri Lanka.

## **24. Termination Clause**

The Chairman of Development Lotteries Board has the right to terminate the agreement; in the event of the services do not meet the requirements specified in the bidding document.

## **25. Notice**

- a. Any notice given by one party to the other pursuant to this contract shall be sent in writing or by fax and confirmed in writing to the address specified in the documents.
- b. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**26.** The procurement committee shall not be liable or pay for any expenses or losses, which may be incurred by any bidder in the preparation or otherwise of this bid.

## **27. Payment terms**

20% of the contract price will be released in advance upon submission of an advance guarantee bond. Balance will be made partly based on the completion of the order time to time.

- a. Payments will be made after delivery of goods within 30 days from the receipt of the invoice.

### **b. Taxes and Duties**

The supplier shall be entirely responsible for all taxes, stamp duties, license fees and other such levies imposed in Sri Lanka.

## **28. Warranty (Break Down, Technical Faults, etc.)**

- The outlet supplied shall be covered by comprehensive parts, repairs and labor replacement warranty for 12 calendar months from the date of delivery the outlets.

- In case of breakdown or technical error occurred with no involvement of the dealer or dealer assistant, the supplier shall repair or re-fabricate the outlet free of charge within one week from the date of informed.  
If not, a sum of a Rs. 5,000/= as a liquidated damage has to be paid per day to the Development Lotteries Board by the supplier and DLB has the right to claim that amount from performance bond submitted by the bidder.

Chairman,  
Minor Procurement committee,  
Development Lotteries Board.  
No 356, Dr. Colvin R De Silva Mawatha,  
Union Place,  
Colombo 02.  
Date xx .xx.2021

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***" To be filled & signed by the bidder" - B***

**BID FORM**

The Chairman,  
Minor Procurement Committee,  
Development Lotteries Board,  
No. 356, Dr. Colvin R. De Silva Mawatha,  
Union Place,  
Colombo 02.

Dear Sir,

Bids for Fabricating, supplying and Delivering of 300 nos of Steel Lottery sales outlets

I/We, the undersigned having read and fully acquainted myself/ ourselves with the contents of the "Information and instructions to tenders and terms and conditions of Tender" pertaining to the above Bid for Rs..... Hereby undertake to fabricate and supply and deliver of steel lottery sales outlets 300 No referred to therein, in accordance with the foresaid instructions, Terms and Conditions of the price schedules attached with the bid.

I/We, confirm that this offer shall be opened for acceptance until .....2021 and that it will not be withdrawn or revoked prior to that date.

I/We, attach here to the following documents as part of my/our bid.

- a. Bid bond issued by a recognized Bank
- b. Price schedules
- c. General specifications
- d. Any other documents (Please list)

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

My/Our bank reference is as follows .....

Signature of Bidder with seal : .....

Name : .....

Contract No : .....

Company Name : .....

Address : .....

.....

.....

Fax: .....

E mail : .....

Project coordination officer : .....

Contract No : .....

DRAFT

**“ To be filled & signed by the bidder” - B**

**Annex “B”**

**Workshop Facilities and Trained Personnel**

1. Name of the Bidder: - .....
2. Address : - .....
3. No. of Technical Personnel
  - a) Full Time: - .....
  - b) Part Time: - .....

4. Full time Engineer/ Technician

Name

Qualification

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

5. Workshop Facilities available: Yes / No

5.1 Floor Area(Approximately): .....

5.2 Please enclose sites, addresses, contact no. and Person:

6. Whether the workshop facilities are owned by the bidder / Local Agent: Yes / No

7. VAT Registration No:- .....

8. Similar works completion experience : ( Documents evidence should be furnished)

Customer	Item	value	Period

- Use separate sheet if need

Signature:

Designation: .....

With Seal

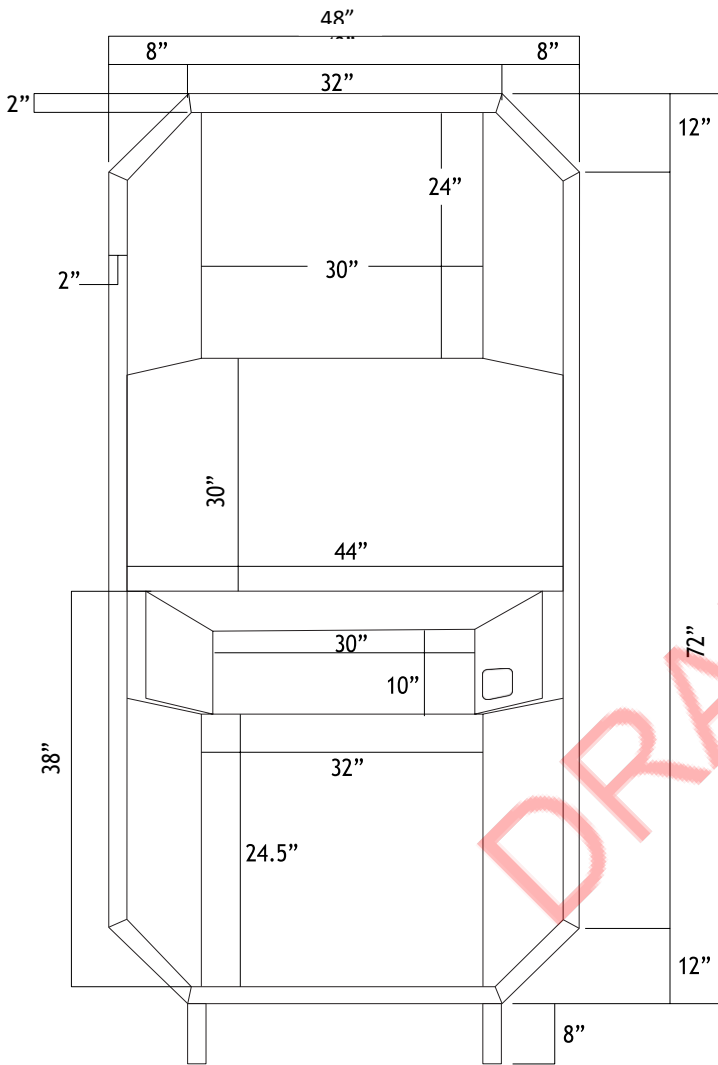
**BID FOR FABRICATING, SUPPLYING AND DELIVERING OF  
STEEL LOTTERY SALES OUTLETS 300 Nos.**

Specifications

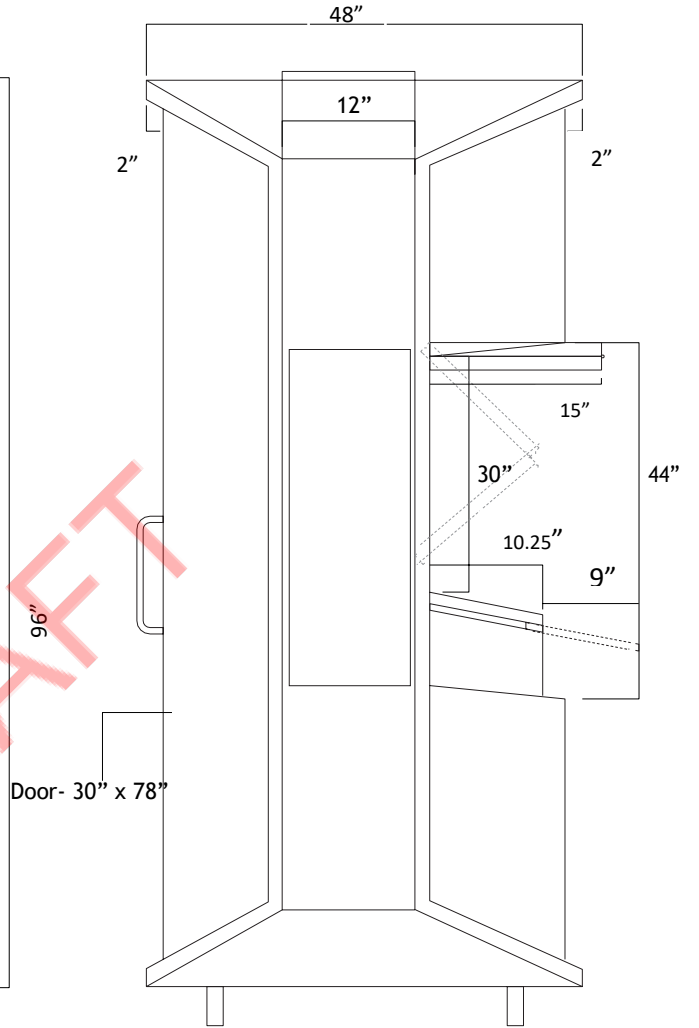
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# Fabricating, Supplying & Delivering of Lottery Sales Outlets

## Technical Drawing



Front View

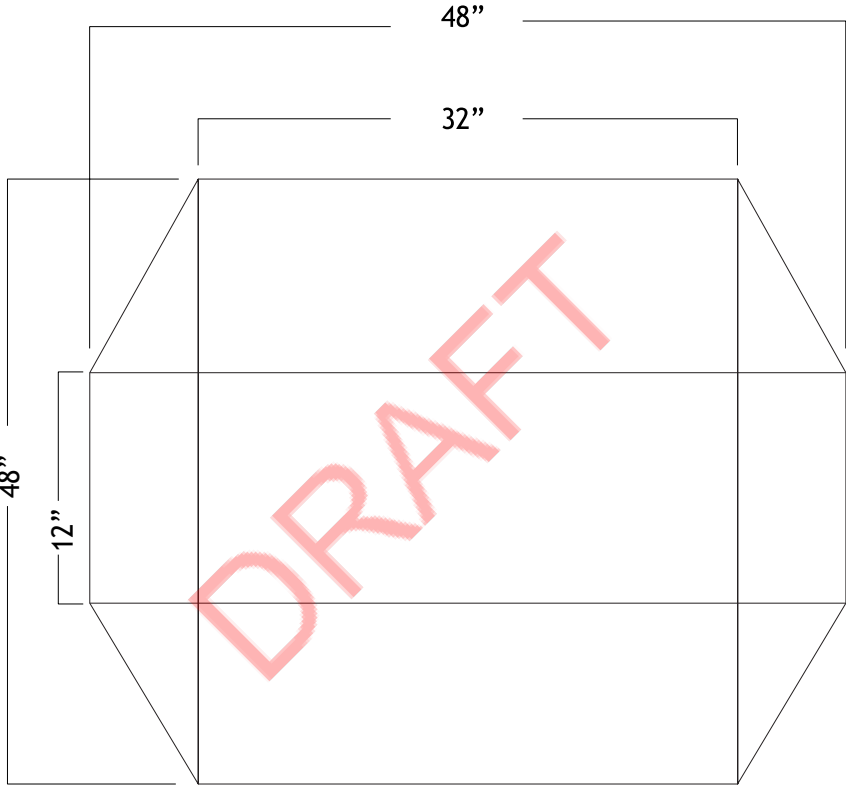


Side View

Side View

**Fabricating, Supplying & Delivering  
of Lottery Sales Outlets**

Technical Drawing



Top View

# Fabricating, Supplying & Delivering of Lottery Sales Outlets

## Technical 3D Drawing

Golden Yellow

Maroon- Pantone 1817C



Eco Board Logo

& Painted

PVC Sign Cut  
Letters

Red Painted  
Wood Top

Digital Printed  
Gloss Laminated  
Sticker

Digital Printed  
Gloss Laminated  
Sticker with  
Zinc Sheet



Hood with  
Louvers for  
ventilation



Bin Open with Sliding Door  
& Acrylic Protection  
Cover

### Materials

- 0.47mm Zink Aluminum Sheet
- Auto Paint Gloss finished (Golden Yellow & Maroon- Pantone 1817C)
- 1" x 1" Box Bars ( 1.1mm )
- 1.5" x 1.5" Box bars ( 1.1mm )
- 1" x 1" "L" Irons ( 1.1mm )
- 3" x 2" Hinges
- Door Handle
- Eco Board Logo & PVC Sign Cut Letters
- Clear acrylic 6mm thick
- Branding Digital Printed Sticker (Front) & Branding Sticker panels for LeG & Right
- 18" x 10" - Louvers for Ventilation

**Fabricating, Supplying &  
Delivering  
of Lottery Sales Outlets  
BOQ**

<b>The required BOQ for the Development LotterIES Board Economical Booth. SIZE - 4ft X 4ft X 8ft</b>
<b>BOQ</b>
<b><u>DLB - ECONOMICAL BOOTH</u></b>
<b>01- Booth with base-</b>
Base structure made out of 1.5"x1.5" x 1.1 mm & applying Anti corrosive paint two coats
GI box bar base columns and beams welded and interconnect with 1"x1" x1.1mm (gauge) & applying Anti corrosive paint two coats
1"x4mm flat iron floor
3 mm X 48" X 48" Checkered Plate use as 16 sqfts
<b>02-Seller's entry door &amp; SALES counter closer-</b>
Swing door made with 1"x1" 1.1mm box bars
Lock for foldable door at sales counter -2nos
Handle- Made by 3/4" 4mm flat iron
4" S/S Soiber lock-5nos
2" Soiber lock -1no
3" X 2" Hinges -7nos
<b>4mm clear acrylic foldable doors with manual open 44" x22" x 2 Nos</b>
<b>03-Roof &amp; outer cover-</b>
0.47mm Zink Aluminium Sheet
fixed with necessary reverts
10"x18" Fanlight for ventilation -1no
The roof frame work similar to the side frame work (Material consumption already included in the structure work - Booth and Base)
<b>04-Ticket Holder -</b>
1" Embossed Aluminium Composite Panel Tray ( Maroon - KDA- 041 Dark Red)
Bulldog clip - (Permananly fixed)-45nos
<b>05-Branding FASCIA-</b>
DLB logo from 8 mm eco board (20"x8.5") - 3 Nos
PVC sticker sign cut letters ( white colour) . (20"x5.5")- 3 Nos
<b>06-Painting -</b>
Prepare surface and applying cataloy paste -
N/C filler
Interior - N/C gloss Paint ( Maroon- Pantone 1817C )
Exterior - N/C gloss Paint ( Maroon- Pantone 1817C ) & Interior - N/C gloss pPaint ( Golden Yellow)
3M masking tape
H Primer
Thinner Normal & High Gloss
<b>07-Cash Till-</b>
12mm MDF cash till. 1.5' X 1' X 6"
Lock -1no
<b>08-Digital Prints -</b>
Digitally printed and laminated outdoor stickers( 44"x12") -2nos
Digitally printed and laminated outdoor Front Branding sticker( 32"x24.5") -1no

**Note : THIS estimate PROVIDES including all NECESSARY MATERIALS and labor required.**



## PRICE SCHEDULE

**BID FOR FABRICATING, SUPPLYING AND DELIVERING OF  
STEEL LOTTERY SALES OUTLETS 300 Nos.**

Description	Unit Cost Rs.	Qty	Total value
<b>Fabricating and Supplying of a Counters as per the Specification Annex "C"</b>		<b>300</b>	
Less:- Discount			
Discounted value			
Add: If any Charges			
Add: VAT			
<b>Grand Total with VAT</b>			
<b>Total in words.....</b>			
Transportation Cost	Cost per km (Refer Note 01)	VAT	Grand Total
Per km cost in figures for transportation of 4 nos of outlets carrying a carrier at once (including the loading and unloading)	Per Km Cost Rs.....	Rs.....	Rs.....
Per km cost in words for transportation of 8 nos of outlets carrying a carrier at once (including the loading and unloading)	Per Km Cost Rs.....	Rs.....	Rs.....
Per km cost in words for transportation of 12 nos of outlets carrying a carrier at once (including the loading and unloading)	Per Km Cost Rs.....	Rs.....	Rs.....

**Note 01:Transport distance calculated on up and down basis.**

- Rate per square feet for stickering (for additional stickering needs to be done):-.....
- Row material supply source: .....
- Stikering supply source:-.....
- Transport supply source:-.....
- Production capacity Per Month:-.....  
(No of Counters)
- Row materials stock ( if available):-  
Details  
.....  
.....

All deliveries should be arranged as per the instruction given by DLB time to time.

I/We hereby agreed to fabricate/supply and deliver the outlet on the above cost.

Signature of Tenderer

Rubber stamp

Date

**BID FOR FABRICATING, SUPPLYING AND DELIVERING OF  
LOTTERY SALES OUTLETS  
BID BOND**

The Chairman,  
Minor Procurement Committee,  
Development Lotteries Board,  
No. 356, Dr. Colvin R. De Silva Mawatha,  
Union Place,  
Colombo 02.

Dear Sir,

We the undersigned bank, in order to allow Messrs. ....(Name and address of the bidder to submit a Bid proposal) to provide comprehensive services of fabricating , supplying and delivering of lottery sales outlets to the Development Lotteries Board waiving all objections and defenses on the part of the said ..... (Name of the bidder) or any third party. Hereby irrevocably and independently guarantee to pay you on demand and without reference to the bidder an amount up to a total sum of Rs.210,000.00

(2) We shall effect payment to you on demand against your written statement to the effect that the bidder:

- a. Has withdrawn his bid after the closing of tenders and before the expiration of its validity period of Hundred and eighteen (118) days; or
- b. Being the successful bidder has failed to give the performance bonds that may be required for the due faithful performance of the contract; or
- c. Being the successful bidder has failed to enter into written contract with the Development Lotteries Board in accordance with the bid submitted and award made,

(3) It is fully understood that the guarantee takes effect from the date of the closing of the bid on xx/xx2021 and shall remain valid for a period of Hundred and eighteen (118) (/.....2021 ) days thereafter and during the period of any extension thereof that may be agreed upon between the Development Lotteries Board and the Bidder.

(4) Notwithstanding anything to the contrary herein before contained if the bidder is successful in his bid this guarantee shall remain in full force and effect after the period of Hundred and eighteen (118) working days until the bidder shall have entered in to the written contract and furnished the necessary performance bonds.

(5) All claims under this guarantee must be submitted to us within twenty one (21) working days after the expiry date of this guarantee.

(6) You shall be at liberty either by one action to sue the bidder or and us and also any other person or persons all jointly and severally or to proceed in the first instance against us only and we here by renounce the right to claim that the bidder should divide your claim that the bidder should be excused or proceeded against by action in the first instance and the right to claim that you should divide your claim and bring actions against us or any other person or persons whomsoever, each for his portion pro-rata; and the right to claim in any action brought against all or each or any of us with or without all or any other person that you should only recover from us a pro-rata share of the amount claimed and all other rights and benefits to which sureties are or may be by law entitled it being agreed and understood that we are liable in all respects hereunder as if we are principal debtors to the extent aforementioned including the liability to be sued before recourse is had against the bidder.

(7) We further undertake to make all payments due hereunder by draft or cheque drawn in favor of the chairman, Development Lotteries Board.

(8) It is understood that you will return this guarantee to us on its expiry provided that no claim is payable, but if claim is payable, this guarantee will only be returned after settlement of the total amount claimed herein.

Dated this ..... Day of ..... 2021

Signed ..... in the capacity of .....

Duly authorized to sign for and on behalf of

.....

**TENDER FOR DESIGNING, FABRICATING, SUPPLYING AND DELIVERING OF 300 No's  
TICKETS SALES OUTLETS  
PERFORMANCE BOND**

Chairman,  
Development Lotteries Board,  
No. 356, Dr. Colvin R. De Silva Mawatha,  
Union Place,  
Colombo 02.

Dear Sir,

In consideration of the bid of ..... (Hereinafter referred to as the company) dated .....  
For the ..... Cover by your Tender No. .... And  
the request of the said company we do hereby bind ourselves as follows:

1. That if the company shall in any manner fail or neglect to perform the contract within the due time and otherwise in accordance with the said contract or commit any breach of its obligations there under, then we undertake and promise at all times to indemnify you and to keep you indemnified against all losses, damages, costs and expenses which may be incurred by you by reason of such default or neglect on the part of the company in executing, performing, observing and otherwise complying with the provisions on their part contained in the said contract.
2. We undertake to pay unconditionally and without demur at Colombo upon a written demand purporting to be under the hand of the Chairman of the Board of the management ( which expressions as herein used shall include such Chairman and any person for the time being acting in or performing the functions of such office) the aggregate amount of all damages, losses and expenses suffered or incurred by you provided that our liability hereunder shall not exceed the sum of Rs. .... being ten percent (10%) of the bided sum.
  1. A written statement purporting to be under the hand of the Chairman, Development Lotteries Board that the contractor has failed or neglected to carry out their obligations under the said contractor and that in consequence thereof any amount stated therein is due to you shall be absolutely binding on us and shall be accepted by us as sufficient and conclusive proof thereof.

2. Our Liability hereunder shall not be discharged or released by any agreement made between you and the company whether with or without notice to us by reasons of any alteration or variation of the terms of the said contract or in the obligation undertaken by the company or by any forbearance whether as to payment, time, performance or otherwise whatsoever.
3. Nothing herein contained shall in any manner whatsoever prejudice your rights under the said contract it being agreed that this guarantee shall be in addition to and not in substitution of your rights and remedies under the said contract and/or any other guarantee.
4. We specially agree that you shall be at liberty either in one action to sue the company or us or any other surety and sureties and also any other person or persons all jointly and severally or to proceed in the first instance against us only and further that we do hereby expressly renounce the right to claim that the company should be excused or proceeded against by action in the first instance and the right to claim that you should recover from us a pro-rata share of the amount claimed and all other rights, benefits and privileges to which sureties are or may in law be entitled. It being expressly agreed and understood that we shall be liable in all respect hereunder as principal debtor jointly and severally to the extent aforementioned including the liability to be sued before recourse is had against the company.
5. We further undertake to make all payments due hereunder by draft or cheque in favor of the Chairman, Development Lotteries Board.

DRAFT

For and on behalf of the Bank

Witness:

1.....

2.....

**TENDER FOR FABRICATION, SUPPLYING AND DELIVERING OF 300 No’s  
TICKETS SALES OUTLETS  
AGREEMENT**

This agreement is made and entered into at Colombo in the Democratic Socialist Republic of Sri Lanka on this ..... Day of Two Thousand Twenty One (2021) by and between the Development Lotteries Board having its principal place of business at No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02, Sri Lanka. (Hereinafter called and referred to as “the Board” which term or expression as herein used shall as and where the context so requires or admits of constructions, mean and include the said Development Lotteries Board, its successors and permitted assigns) of the one part and ..... (Name of contractor) ..... having its registered office at ..... (herein after called and referred to as “The Contractor” which term or expression as herein used shall where the context so requires or admits of construction mean and include the said contractor its successors and permitted assigns) of the other part.

Whereas the board is desirous that certain goods and services should be provided by the contractor, viz. designing, developing, printing pasting of stickers and producing and installing of hoardings has accepted the tender made by the contractor, for the provision of those goods and services. (The said accepted tender is annexed hereto and shall part and parcel of this agreement)

**NOW THIS AGREEMENT WITNESSES AS FOLLOWS**

1. In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of tender referred to.
2. Agreement will be valid for One year from the date of signing.
3. This agreement shall come in the operation only upon furnishing the performance bond and the security deposit by the contractor and signing of this agreement by both parties.
4. The following documents shall be deemed to form and be read and construed as part and parcel of this agreement. Viz.
  - a. General Conditions of Bid.
  - b. Technical Specifications.
  - c. Price Schedule (Annex “D”).
  - d. All other relevant documents in the Tender documents.

5. In consideration of the payments to be made by the board to the contractor as hereinafter mentioned, the contractor, hereby covenants with the board to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the agreement.
6. The board hereby covenants to pay the contractor, in consideration of the provisions 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.
7. Breakdown, Technical Faults, etc.
  - In case of any breakdown or technical error occurred with no involvement of the dealer or dealer assistant, the supplier shall repair or re-fabricate the outlet free of charge within once informed in writing or any other method of communication by way of fax or telephone by the Development Lotteries Board.
  - If not a sum of Rs.5,000/= liquidated damages has to be paid per day by the contractor, to the Development Lotteries Board and Development Lotteries Board has the right to claim that amount from the performance bond submitted by the contractor.
  - This agreement shall be governed by the constructed in accordance with laws in Sri Lanka.
  - Constructor under any circumstances is not entitled to claim and demand any compensation from the board for the expenses incurred by the contractor or any damages caused to a third party.
  - The contractor shall keep the board at all times freed and indemnified from all prosecutions or fines which may be instituted or imposed in consequence of any breach or non-performance of any laws or by laws of the local or other authorities.
  - In case of violence due to the war, civil commotion or of fire explosion, storm, tempest flood, inevitable accidents or other irresistible force, causing damage to the demised premises the contractor shall repair it immediately at the contractors cost and expenses.
  - All notices and communication required to be given hereunder shall be deemed sufficient and as duly given if addressed and sent by registered post or fax to their respective registered offices.
  - In the event contractor fails to comply with the terms and conditions to this agreement the Chairman of Development Lotteries Board shall have the power to terminate this agreement given proper notice to the contractor.
8. This agreement constitutes the entire understanding between 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.

The board has caused its common seal to be affixed hereunto and to three others of the same tenor and date as these presents at the place hereinafter mentioned. At Colombo Sri Lanka on this ..... of ..... 2021.

Signed, Sealed and Delivered by the

Said ..... (For the Board)

In the presence of .....

Signed, Sealed and Delivered by the

Said ..... (For the Board)

In the presence of .....

Witnesses:

1. ....
2. ....
3. ....

DRAFT