



The Government of the Democratic Socialist Republic of Sri Lanka  
Ministry of Finance

## Development Lotteries Board

# BIDDING DOCUMENTS

Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery

BID NO - DLB/PRO/2023/20

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



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



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**Ministry of Finance  
DEVELOPMENT LOTTERIES BOARD**

**INVITATION TO BID  
DESIGNING, DEVELOPING, PRINTING AND SUPPLYING OF DRAW LOTTERY TICKETS FOR  
THE NEW DRAW LOTTERY**

**BID NO – DLB/PRO/2023/20**

The Department Procurement Committee (DPC) on behalf of the Development Lotteries Board invites sealed bids for the designing, developing, printing and supplying new draw lottery ticket from eligible and qualified local bidders for the period of 09 months .

2. Bidding will be conducted through the National Competitive Bidding Procedure. (NCB)
3. A set of Bidding document can be inspected at the Procurement Division of Development Lotteries Board , No.356, Dr. Colvin R. De Silva Mawatha, Colombo 02 on free of charges during the **09.06.2023 to 28.06.2023** between **9.00 a.m. to 3.00 p.m.**
4. Bidding documents may be purchased from the Procurement division of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2, from **09.06.2023 to 28.06.2023 between 09.00 a m to 3.00 p.m.** from Monday to Friday (other than on public holidays) subject to the payment of **Rs 20,000.00** in cash as non-refundable document fee on submission of the written request on a business letter head, addressed to the Chairman, Development Lotteries Board, No.356, Dr Colvin R de Silva Mawatha, Colombo 2.
5. All bids must be accompanied by a Bid Security amounting to values specified in the ITB 20.2 of the BDS for the 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.
6. All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid.
7. Pre-bid meeting is scheduled at **2.30 p.m on 22.06.2023** at the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2
8. Bidders should furnish all the detailed information as required in the bid document.
9. Sealed bids in duplicate under registered cover should be posted to reach “Chairman, The 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 30.06.2023** 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.
10. All Bids will be opened at **2.30 p.m. on 30.06.2023** 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.
11. 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.
12. 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)).
13. Further details, if required, could be obtained during the period specified in the ITB 07, 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 (DPC),  
Development Lotteries Board,  
356. Dr. Colvin R. De Silva Mawatha,  
Colombo 2.  
Tel: 011 4824824  
[www.dlb.lk](http://www.dlb.lk)  
09.06.2023



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

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

### **General**

- |                                        |            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|----------------------------------------|------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. Scope of Bid</b>                 | <b>1.1</b> | The Purchaser indicted in the <b>Bidding Data Sheet (BDS)</b> , 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                        | <b>1.2</b> | Throughout these Bidding Documents:<br>(a) The term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt.<br>(b) If the context so requires, “singular” means “plural” and vice versa; and<br>(c) “day” means calendar day.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>2. Source of Funds</b>              | <b>2.1</b> | Payments under this contract will be financed by the Sources specified in the BDS.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>3. Ethics, Fraud and Corruption</b> | <b>3.1</b> | <p>The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by Department of Public Finance.</p> <p>Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                        |
|                                        | <b>3.2</b> | <p>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:</p> <p>(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;</p> <p>(b) “Fraudulent proactive” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;</p> <p>(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</p> <p>(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.</p> |
|                                        | <b>3.3</b> | 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 my 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 seven (07) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.0

**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 Bidder**

16.1 To establish their eligibility in accordance with ITB Clause 4, Bidders shall complete the Bid Submission Form, included in Eligibility of the 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 unconditional bank guarantee from a bank registered under the Central Bank of Sri Lanka.
  - (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 42.
- 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 41;
  - (ii) furnish a Performance Security in accordance with ITB Clause 42.

## **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 26.1.

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

## **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 40.1.

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. Bidder or his authorized representative can be participated at the time of the bid opening.

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. Contract period/ Commencement of the contract**

33.1 The contract will be awarded for a period of 09 months ,where as if the bidder is willing to continue his/ her service for a further 09 months for the same rate that has to be given in writing, subject to the stipulated bidding conditions. Based on that, The Board has the right to consider that upon requirement.

33.2 33.2 Tickets delivery date shall be 45 dates from the date of award in accordance with ITB 33 in the BDS

### **34. Evaluation of Bids**

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

	34.2	To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 34.
	34.3	To evaluate a Bid, the Purchaser shall consider the following: <ul style="list-style-type: none"> <li>(a) the Bid Price as quoted in accordance with clause 14;</li> <li>(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;</li> <li>(c) Price adjustment due to discounts offered accordance with ITB Sub-Clause 14.2; and 14.3</li> <li>(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;</li> <li>(e) adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.</li> </ul>
	34.4	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.
	34.5	Each Package of lottery tickets under respective bid no, above is considered as separate bid. Accordingly, invites for four bids. namely, 08 brands are categorized in 04 packages, whereby any bidder can participate in one or more than one package whereas the bidder will be eligible for 02 packages maximum upon the selection. And also each bid should be submitted with separate set of a bidding document and separate bid securities.
<b>35. Comparison of Bids</b>	35.1	The Purchaser shall compare all substantially responsive bids To determine the lowest-evaluated bid, in accordance with ITB Clause 35.
<b>36. Post-Qualification of the Bidder</b>	36.1	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.
	36.2	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.
	36.3	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.
<b>37. Purchaser's Right to Accept any Bid, and to reject any or all Bids</b>	37.1	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**

### **38. Award Criteria**

- 38.1 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.

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

- 39.1 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.

### **40. Notification of Award**

- 40.1 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.
- 40.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 40.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 42, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

### **41. Signing of the contract**

- 41.1 Within Twenty one (21) days after notifications, the purchaser shall complete the agreement and inform the successful Bidder to sign it.
- 41.2 Within Twenty one (21) days of receipt of such information, the successful Bidder shall sign the Agreement.

### **42. Performance Security**

42.1 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 condition of contract, 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 New Draw Lottery ticket For the Period of 09 Months. Bid No : DLB/PRO/2023/20
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, bidders should meet the requirements stipulated on eligibility criteria in the bidding document and also should be a registered company in the relevant field and shall not be backlisted according to the procurement guideline or backlisting process in progress by the procurement entity. Also existing and past performance of the suppliers will be considered for evaluation.  Submission of bids by Directors of Board, employee's, lottery distributors/ electronic lottery distributors, agents/ electronic lottery agents, sales assistances of Development Lotteries Board will be a disqualification of this procurement.
	<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 <b>22.06.2023</b> , The Pre-bid meeting will be held on <b>22.06.2023</b> at <b>2.30 p.m.</b> 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 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.</li> <li>• Resolution passed by the board of directors for the signing the bid.</li> <li>• Public Contract Registration Certificate.</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 for contract period. (for 09 months)
ITB 19.1	The bid shall be valid until <b>01.12.2023</b>

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 is <b>Rs. 1,800,000.00</b> The bid security should be submitted for the total value of the bid security applicable to the lottery brands for which bids are quoted by the bidder as per the above. Validity period of the bid Security shall be 180 days from the date of closing of the bid. <b>(up to 26.12.2023)</b>
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 document 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 for the Designing, Developing, Printing and Supplying of New Draw Lottery ticket to the Development lotteries Board ”. Each cover should also be affixed with the Company seal of the prospective Bidder and addressed to “Chairman, The Department Procurement Committee , Development Lotteries Board, 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 <b>2.30 pm on 30.06.2023</b> 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 <b>2.30 pm on 30.06.2023</b> . The bid opening shall take place at Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2 .
ITB 33	Tickets delivery date should be 45 days from the date of award. Selected supplier should complete following software applications at least on or before 30 days from the date of awarding for the awarded brands as per the special conditions. (a) Lottery number generator (b) Lottery number management (c) Lottery draw software, as per the special conditions
<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 the bid document under Evaluation and Qualification Criteria.



## DEVELOPMENT LOTTERIES BOARD

### Invitation to Bids for Designing, Developing, Printing, and Supplying of Draw Lottery Tickets for the New Draw Lottery

#### Eligibility criteria

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

#### **Mandatory Requirements**

1. a). Local registered supplier (with local Ownership 51% or more) has to have been incorporated for at least 02 years prior to the opening date of this bid. The successful bidders should comply with the provisions of clause number 17 of the special conditions.
- b). The suppliers should be any of the following.
  - i. A Public Limited Liability Company or
  - ii. A Private Limited Liability Company or
  - iii. If any party interested in bidding as a joint venture, the said business has to be registered as a new Limited Liability Company under Department of Company Registration of Sri Lanka. In terms of bidder's experience under supplier's eligibility, experience in the relevant fields of former companies / organizations (Joint ventures organizations) will be considered separately.
  - iv. Government owned company / corporation.
- c). A set of copies of the company registration documents including form 15 & 20 certified by the company secretary should be submitted along with the Bid.
- d). At the time of the submitting the Bids, Bidder (if a newly registered company as per 1.b.iii) should have an operational level printing plant in Sri Lanka.
- e). All the printing work should be carried out under one roof except for marking of film plates, also selected printer should get in to a non-disclosure agreement with the party who does the film plates on their behalf and the copy of the said agreement should be handed over to DLB.
- f). To become eligible for bid, bidders should be a registered company in the relevant field and shall not be backlisted or backlisting process in progress by the procurement entity according to the procurement guideline. Submission of bids by Directors of Board, employee's, lottery distributors/ electronic lottery distributors, agents/ electronic lottery agents, sales assistances of Development Lotteries Board will be a disqualification of this procurement.
- g). Bidder should have sufficient printing capacity for this bidding. Following production details to be submitted.

	Printing Capacity per month in A4 (4 Collor printing + variable data)	Current printing works volume in hand per month at the date of bid opening	Balance Capacity in A4 per month

2. **Should be a Well-Established Organization:** - should indicate the following details along with documentary evidence in their offers.
  - a. Bidder should have of minimum two years experience in variable data printing in offset or flexography techniques. In case of a joint venture, experience in the relevant fields of former companies / organizations

(Joint venture organizations) will be considered separately under bidder's experience in supplier's eligibility. Documentary evidence should be submitted along with the bid.

- b. Average printing turn over for the past two years should be Rs.90,000,000.00,
- 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 two 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.
- d). Bidder should maintain software system for verification of printing duplications
- 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). A List of check methods and details of quality assurance process implemented to ensure the accuracy of the production process.
- g). A copy of the Bidder's Profile should also be submitted.
- h). Bidder should have a valid trade license.

- 3. **Qualifications and experience:** - Qualified and experienced personnel should be available in the Organization including professional quality controller 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. **Machinery, Equipment and Facilities:** - The following details should also be submitted as per Sheet in page 71-72.
  - 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 provide a thoroughly tested standalone application to process the draw information with proper controls as mentioned under the special condition clause no 3. **Draw Software Development and provide numbers in soft form for electronic lotteries.** Additionally, supplier should be ready to provide web-based draw processing application including above set of features when DLB requested in future as per the IT strategic plan at no extra cost. 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 should be participated for all draws at SLRC at no extra cost. In addition to that the selected supplier, appointed IT Officer/Team and DLB should enter into a non-disclosure agreement. Further in case of change of the said IT Position of the supplier, DLB should be duly informed.
6. **Financial Information:** - Bidder shall submit at least last 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/ stability to be satisfied by DLB. Bank Statements of last Three months should be provided.
7. **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.
8. **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.
9. **Insurance Cover:-** Shall be able to provide Indemnity Insurance cover from a reputed Insurance company registered under Insurance Board of Sri Lanka as per the clause no 08 of the special condition.
10. **Ticket samples should be submitted along with the bid as per the clause no 27 of the technical specification. If the samples not comply with the technical specifications, bids will be rejected.**
11. Submission of bids for normal tickets (10 in 01 A4) and promotional tickets (6 in 01 A4) are compulsory.
12. Bidder should be submitted bids considering the technical specification is the minimum requirements.
13. Tickets delivery date should be 45 days from the date of award. Selected supplier should complete following software applications at least on or before 30 days from the date of awarding for the awarded brands as per the special conditions.
  - (a) Lottery number generator
  - (b) Lottery number management
  - (c) Lottery draw software, as per the special conditions
14. Documents Comprising the Bid :
 

The Bidder should submit the following documents:

  1. Certified Copy of the Company/ Business Registration
  2. Company Profile
  3. A list of clientele or details of similar supplies handled during the last 2 years along with confirmation letters signed by the clients.
  4. Resolution passed by the board of directors for the signing the bid.
  5. Public Contract Registration Certificate.
  6. Detail of available experience of the technical staff with qualifications, including EPF numbers etc.
  7. Details of Printing Technology which will be using to print the lottery tickets
  8. Model number and name of the main printing lines

9. Security Management System for Security Printing – Design of the lottery tickets including the security features
10. Full details of all the inks used for printing
11. Financial and technical capability to carry out the contract. (Documentary evidence should be submitted to prove the ability)
15. 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.
16. System should be maintained for an un- interrupted process of the production.

**Development Lotteries Board**  
**Invitation to Bids for Designing, Developing, Printing, and Supplying of**  
**Draw Lottery Tickets for the New Draw Lottery**  
**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.

**2.1 Lottery Brands**

New Draw Lottery

	Date	New Draw Lottery (Qty)
1	Monday	450,000
2	Tuesday	450,000
3	Wednesday	450,000
4	Thursday	450,000
5	Friday	450,000
6	Saturday	450,000
7	Sunday	350,000
	Annual ticket Qty (approximately)	116.9 Million Tickets (for 09 months period)

**3. Draw Software Development and provide numbers in soft form for electronic lotteries**

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

The supplier should be ready to provide a requested quantity from the total consignment (Ticket File) in soft form for electronic lottery sales and distribution platforms (soft tickets) as per request of Development Lotteries Board within two days at no any extra cost. Supplier should develop an application to manage printed tickets and soft tickets for the aforementioned purpose and application related security should be considered before start the development. Software demonstration should be done for Both AGM-IT and Internal Auditor in DLB before start the operation.

Required File Formats (Name and Content) and File sharing mechanism will be shared by the IT Division of the Development Lotteries Board. Supplier should share the password protected pdf file (soft form) with eTickets Details (serial number range, combinations which are allocated for e-Lotteries/SMS

lotteries) to DGM-Finance, AGM- IT and Internal Auditor of the Development Lotteries Board for each draw.

- 3.1.1. The said Supplier should appoint a technical resource or team to support for the entire process of e lottery.
- 3.1.2. Supplier should submit an indemnity Insurance for both printed tickets and soft tickets (e - Lotteries/SMS Lotteries) to cover the over redemption, under redemption and duplications.
- 3.1.3. 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.
- 3.1.4. The said supplier should be able to provide ticket files for internal tools which are used for Number combination auditing and analyzing purpose in Development Lotteries Board. Required Ticket File formats will be provided by the IT Division of the Development Lotteries Board.
- 3.1.5. Total consignment for the particular brand should be handed over to the DGM- Finance and AGM-IT in a password protected CD once its generated.
- 3.1.6. The said supplier should hand over the Printer Certificate to Audit Superintendent in Government Audit Division by 2.00 p.m. on draw date with serial number range which used to print and other required information of each brand.
- 3.1.7. Total consignment (Password protected ticket file in a CD) of each draw should be handed over to Audit Superintendent in Government Audit Division daily basis.

### **3.2 Draw Software Development**

Draw software development is the one of the major tasks of the printer. Selected supplier should develop, modify and test the draw software according to the requirements given by the IT division. Additionally, Selected bidder should be ready to do time to time software modifications, testing without any extra cost.

Please find the import and export files of the draw software.

- Imports : Sales file given by the Lottery Management system, Agent File and Ticket File
- Inputs : Winning numbers taken from the draw machines. Inputs should be validated  
Example: Minimum Value, Maximum Value, etc.
- Outputs : Required reports, Encrypted File bundle including winner file for printed tickets, Winner file for soft tickets, Json file, XML file and other image files. Encryption standards will be provided after the tender process.

- 3.2.1 Draw Software should support for ticket wise processing and book wise processing 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.
- 3.2.2 Supplier should generate Separate Winner Files for printed tickets and eTickets. Required format will be provided by the IT Division of the Development Lotteries Board.
- 3.2.3 Supplier should provide Reports by including printed tickets and eTickets winnings as Full Report and separate report for eTickets. Format will be provided by IT Division of the Development Lotteries Board.
- 3.2.4 Supplier should maintain documents for software development and provide release document for each and every release. Additionally, Supplier should provide test cases and status of the testing when DLB IT requested.
- 3.2.5 Supplier should provide facility to review the source code for the draw software with the presence of an IT representative of the supplier when request by AGM-IT or an Internal auditor. IT representative should explain the logic used for the draw software in front of the IT officials of the DLB.

- 3.2.6 When Development Lotteries Board instructed to do any changes, enhancement or modifications relevant to the draw software, supplier is liable to do the required system developments and said developments should be thoroughly tested at no extra cost. Further User Acceptance Testing process should be completed with the IT division of the Development Lotteries Board and the written consent of Development Lotteries Board should be mandatory for any system modifications to deploy on the production environment.
- 3.2.7 Selected bidder should be liable to purchase required software libraries, frameworks, Database licenses or any other dependencies to run Draw Software in the production environment for each and every brand separately. Supplier is liable for all type of failures of the draw software because of a licensing issues, poor implementation issues, logic related issue or third-party libraries issues. Operating system updates, environment updates and other required information maintenance should be done with DLB IT resources and both parties should be participated for such events physically. Remote updates/operations are not allowed for draw software for any reason.

### **3.3 Number Generation Software Development**

Number Generation Software is a main application which involve with lottery printing. Supplier should be liable for the accuracy of the generated numbers and set of numbers must not be repeated in a particular consignment. 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 receive a set of rules) which helps to improve the prize distribution. Expected prize structure of the game should be proportionally distributed with ticket sale or for a given set. Number generation software is required for this brands.

- 3.3.1 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.
- 3.3.2 Supplier should be prepared to do “N” number of modifications for Number Generation Software in order to improve the quality of the numbers when requested by DLB IT division or Internal audit division.
- 3.3.3 Draw Software application should be supported to merge draw sales if the draws cannot be conducted as scheduled due to unavoidable circumstances. As a result, the application process should be simplified in order to perform a single draw for the aforementioned drawings.

Merge sales files, as previously stated, contain sales from several dates (ex: 02 or more). As a result, a single draw will be performed, and a single report will be generated with an XML file for the combined sales file. For the specified draws, separate result packages with winner files and prize distribution images should be prepared. Should be done time to time modification

- 3.3.4 Supplier should be liable to nominate a technical support person to inform issues related to the draw software. Aforesaid support person should be liable to support at any time in case of any issue failures occurred (24\*7).
- 3.3.5 Further the Technical Support person should be participated to the particular draw process daily and should be stayed at the studio until complete the whole draw process.

### **3.4 Draw Software Development for Special Draws**

- 3.4.1 Supplier should support for the all requirements given under the 3.1 Provide tickets file for e – lotteries in soft form.
- 3.4.2 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.

Selected supplier is liable to do the required modifications as and when necessary at no extra cost.

- 3.4.3 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.
- 3.4.4 Upon the completion of Software system for Lottery Printing, Number Generation Algorithm and Results Processing/Calculation, an Audit report should be obtained from an audit firm of chartered accountants of Sri Lanka (which DLB recommended) for both functional and information security aspects and need to be submitted to the DLB prior to the commencement of the agreement.

#### **4. Supplier is liable to provide below information of the Hardware infrastructure.**

- 4.1 Supplier should keep a firewall (with appliance or without appliance) in order to protect information assets in the organization.
- 4.2 Supplier should implement a proper backup process and backup data should be kept in a secured manner. Provide information for the backup process.
- 4.3 Supplier should keep all the backups in their custody for at 12 years as per the RTI act. Provide them for the legal requirement/forensic investigations when DLB requested.
- 4.4 Supplier should keep backup servers in order to improve the high availability of the systems. Documentary evidence should be provided.
- 4.5 Supplier should take all necessary steps to protect all type of information asserts and introduce security controls to protect from cyber/Insider threats. Provide documentary evidence when requested by IT Division or Internal Auditor.
- 4.6 Supplier should provide internal policies and procedures that they have enforced in the organization when requested by DLB IT Division or Internal Auditor.

#### **5. Site Inspection**

- 5.1 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.

##### **5.2. Pricing :-**

**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 33-35 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.

##### **5.3. Payments:-**

**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 as per the attached penalty list (Annex 1)

#### **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.



## **6. 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. Selected supplier must be submitted professional indemnity insurance policy as per the following insurance values given and submission to the DLB prior to the signing of the agreement insurance premium should be borne by the supplier. Insurance values are as follows.

<b>L/N</b>	<b>Brands</b>	<b>Insurance Value (Rs.)</b>
01	New Lottery	14,000,000.00

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.

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 :-**

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

**14. Termination :-**

1. 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.
- ii. 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.
- iii. 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.
- iv. 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 of lottery tickets in any manner to any other institution in Sri Lanka, is eligible to bid for this contract.
- (b) After award of the contract, Selected suppliers will not be able to enter in to another printing agreement for printing of lotteries without permission of DLB

**18. Liquidated damages**

DLB has right to deduct penalties as per the penalty list attached as liquidated damages for any faults in the draw related software, which pursuance the successful completion of draw including pre and post processing

## 19. Other Requirements

- a) If the bidder should have complies with ISO14298: 2013 (Security Printing Management System for Security Printers) will be an added qualification
- b). 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.
- c). Whether exempted from the payment of taxes imposed by the Government of Sri Lanka. If Yes, provide documentary evidence.
- d). Whether obtained a Tax Identification Number. If yes, provide a copy of the certificate.
- e). Whether maintain any Income Tax File. If yes, provide documentary evidence.
- f). Whether pay Value Added Taxes: - If yes, provide documentary evidence.
- g). Whether the EPF & ETF are being paid to the employees. If yes, provide documentary evidence.
- h). Contractual Obligations: - Bidder should indicate current contracts in hand and the date of expiry of such contracts if available.
- i). Current Orders in Hand: - Name of the clients and contacts details shall be submitted along with the performance certificates issued by the clients.
- j). Authorized auditor of DLB has right to audit the entire printing system/software system/plants and machinery when necessary, by giving short notice.

## 20. Evaluation

- (a) Only the eligible bidders will be qualified for the evaluation.
- (b) Unit price of the normal tickets.(- **10.5 cm x 5.6 cm 10 tickets per A4 sheet**) will be considered only for financial evaluation.
- (c) Bidders should be fully complied with the mandatory requirement mentioned in the eligibility criteria. If not, bids will be rejected.
- (d) Lowest bid price of the eligible bidders will be considered for financial evaluation.
- (e) Existing and past performance by the suppliers will be considered.
- (f) If the supplier has the history of committing breach of trust, that will be considered during the selection process.
- (g) Ensuring the equal opportunity among the bidders, suppliers/the printing plant in the BOI zone will not be considered eligible.
- (h) DPC has sole right to select eligible bidders based on their printing capacity as well as the potential printing risk (machinery breakdown, bankruptcy etc.) involved in obtaining the said services.
- (i) Bidder can propose any other security features in addition to the security features requested in the specification.
- (j) Irrespective of having quoted the lowest rate, the eligibility is decided on the printer's capacity as per the clause no.20 (h)
- (k) Any party who has recorded a breach of contract by attempted to change the data fraudulently by changing software, will not be eligible to participate this bidding.

**21.** DLB has the sole right to remove this ticket from the market considering the market situation. . If such occasion is arisen ,any damages will not be paid by the DLB.

Chairman,  
Department Procurement Committee (DPC),  
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: - -----

**Bid for Designing, Developing, Printing and  
Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery  
GENERAL SPECIFICATIONS**

**01.** 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 – Digital Draw**
- **Game Method – Digital Draw will be conducted by Development Lotteries Board using a computer-based software solution. In this, six random numbers will be selected from independent number pools that has ten numbers from 0-9 in each. Then an English Letter will be selected from 26 English Letter pool. The Super Jackpot will be awarded by matching the six number combination with an English Letter. The second English Letter printed in the ticket will not be matched with the selected number combination for a second jackpot. Either one English Letter will be considered for a Jackpot. Prizes will be awarded by matching numbers from Right to Left(R-L) and Left to Right(L-R).**
- **Total combination size is 26,000,000 (Number of Tickets)**

If the Super 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 penalties as per the penalty list attached.

**SYSTEM INTERFACE WITH DEVELOPMENT LOTTERIES BOARD LOTTERY MANAGEMENT SYSTEM**

Digital Draw Application will be provided by the Development Lotteries Board to digitally drawn the Winning Numbers (6 Numbers) and English Letter. Printer should provide an application for Draw Software to generate the Winner Details Reports, required Files and Package. 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:-

### **1.1 Ticket File**

Printer should handover the Ticket File with the total consignment to DLB – IT.

#### Sample Ticket File Content:

1,1358157350001900, 1,0,6,7,5,9, X, A  
2,1358157350001001, 0,2, 0,6,5,1, O, B  
3,1358157350001102, 6,3,4,3,7,4, R, C  
4,1358157350001203, 1,2,3,9,5,6, H, D  
5,1358157350001304, 0,2,0,4,0,7, Q, A

Note:

Ticket File formats and its specification will be provided to the selected bidder.

### **1.2 Draw Sales File**

This Sale File will be provided by LMS System (DLB). It consists of the sales information relevant to all dealers (printed tickets and soft tickets). Since printed tickets are sold as ticket books (10 tickets included to one book), printed ticket sales define with book number.

But eTickets are sold as individual tickets and that sales should be defined with the ticket number.

Note:

Sales File formats and its specification will be provided to the selected bidder.

### **1.3 Winner File**

Based on the sales file and Agent file which is shared by LMS, Printer should provide the winner file. If printed and eTickets available for this brand, separate winner files should be generated for printed ticket winnings and eTicket winnings.

Note:

Winner File formats and its specification will be provided to the selected bidder.

## **Bidding Forms**

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DEVELOPMENT LOTTERIES BOARD  
Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery  
**BID FORM**

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

Dear Sir/Madam,

Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery

BID NO :DLB/PRO/2023/20

---

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 01.12.2023 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 (10 in 01 A4) of printed tickets as per the specifications given in the Bid Document should be attached.
- (h) Bid Form
- (i) Other documents related to Bid.

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



## DEVELOPMENT LOTTERIES BOARD

### Invitation to Bids for Designing, Developing, Printing, and Supplying of Draw Lottery Tickets for the New Draw Lottery **Price Schedule for Normal Tickets**

Chairman,  
Department Procurement Committee (DPC),  
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.

➤ **Brand** - New Draw Lottery (Name will be informed after awarding of the contact)

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

L/n	Item Description	Brand	Unit Rate Per Ticket (Rs.)	SSCL (Rs.)	VAT (Rs)	With VAT (Rs)
01	Total price per ticket 10 in 01 A4 which should include designing, developing, printing, sealed packing, supplying to DLB and using 120 gsm one side coated <b>Art Paper</b> 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 as per the specification (up to two decimals if applicable)	New Draw Lottery	<p>.....</p> <p><b>In words : -</b></p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>

**Note: Above prices should be compulsory Quoted.**

Authorized Signature  
(with company Seal)

## DEVELOPMENT LOTTERIES BOARD

### Invitation to Bids for Designing, Developing, Printing, and Supplying of Draw Lottery Tickets for the New Draw Lottery Price Schedule – Promotional Ticket

Chairman,  
Department Procurement Committee (DPC),  
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.

- **Brand-** New Draw Lottery (Name will be informed after awarding of the contact)
- **Item - Ticket size,15 cm x 07 cm 06 tickets per A4 sheet (3 columns of 2 tickets in each)**
- **Anticipated quantity for each draw - 02 million tickets per order**
- **No of draws per contract period :- 03 (Approximate)**

L/n	Item Description	Brand	Unit Rate Per Ticket (Rs.)	SSCL (Rs)	VAT (Rs)	With VAT (Rs)
02.	Total price per ticket which should include designing, developing, printing, sealed packing, supplying to DLB and using 120 gsm one side coated <b>Art Paper</b> 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 as per the specification (up to two decimals if applicable)	<b>New Draw Lottery</b>	<p>.....</p> <p><b>Inwords :-</b></p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>	<p>.....</p> <p>(.....)</p> <p>.....)</p>

Authorized Signature  
(With Company Seal)

**DEVELOPMENT LOTTERIES BOARD**  
**Invitation to Bids for Designing, Developing, Printing, and Supplying of**  
**Draw Lottery Tickets for the New Draw Lottery**

**Cost breakdown of Draw Lottery Tickets**

<b>Description</b>	<b>Cost Rs. Normal Tickets (120 gsm)</b>	<b>Cost Rs. promotional ticket (120gsm art paper)</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)		
Total cost per ticket		

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

Date

Signature

Address

(Company Seal)

**DEVELOPMENT LOTTERIES BOARD**  
**Invitation to Bids for Designing, Developing, Printing, and Supplying of**  
**Draw Lottery Tickets for the New Draw Lottery**

**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**  
**Invitation to Bids for Designing, Developing, Printing, and Supplying of**  
**Draw Lottery Tickets for the New Draw Lottery**  
**TECHNICAL SPECIFICATIONS**

L/n		TECHNICAL SPECIFICATIONS	Bidder's Specifications (yes /No)
1	1.1	<b>Ticket Sizes and Construction:</b> Normal Ticket - 10.5 cm x 5.6 cm(outer) 10 tickets per A4 sheet (2 columns of 5 tickets in each)	
	1.2	Promotional Ticket - Ticket size,15 cm x 07 cm 06 tickets per A4 sheet (3 columns of 2 tickets in each)	
2		<b>Perforation</b> Machine perforation between tickets to facilitate separation of tickets without damaging each other.	
3	3.1	<b>Paper Type</b>  120gsm one side coated art paper - tolerance $\pm 2.5\%$	
4		<b>Pack size</b> 10 tickets in a pack (Book)	
5		<p><b>Book and ticket No.</b>  <b>Digital Draw</b></p> <p>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 book numbers will continue from order to order.</p> <p>The ticket number should constitute as follows:</p> <p>Each ticket will bear 16 (sixteen) digits and ticket number in the format of  DDDDPPPPPPPP-C-XX.</p> <p>Where: D is four (4) digits draw No  PPPPPPPP is a Nine (9) digits book number.</p> <p>Dash</p> <p>C is a one (01) digit check digit.</p> <p>Dash</p> <p>XX is a two (02) digit ticket number.</p> <p>Book and Ticket Number</p> <p>The book and ticket number has a check digit and will be of the form  0000 - 000000000 - 0 - 00</p> <p>Draw No Book No. Check Digit Ticket No</p> <p>Ticket numbering will start at 00 and ascent to 09 for each pack of tickets. Pack will be printed in ascending order.</p> <p>Draw Code:The tickets will have xx as draw code for Saturday series and XX as draw code for Wednesday series.</p>	
6		<b>In case of merging 2 consignments, the same combination should not be repeated.</b>	
7		<p><b>Validation No.</b>  The book and ticket number printed as given in point 5 above will be used for validation of prizes.</p>	
8	8.1	<p><b>Ticket security features for printing of New draw Lottery using 120gsm Art paper</b></p> <p>(a). All tickets should be 100% free of any security risk on prizes and tampering of the tickets. Ticket should not be smudged.</p> <p>(b). Resolution of Game Data &amp; Barcode should be printed minimum of 240 x 240 dpi in dark black ink in water proofing.</p> <p>(c). QR code area and barcode area of the ticket to be covered in UV vanish (solid). Readability of barcode &amp; QR code should be assured by the printer.</p> <p>(d). Front side on the ticket (four colour area and game data area) to be marked as "DLB" using UV Varnish font size 4mm "DLB" shadow size is 4mm x 8mm.</p> <p>(e) Any other security features which can be inserted to avoid tampering of tickets</p>	
9	9.1	<p><b>No of Tickets/ box</b>  1000 consecutive number books (10,000 tickets) will be packed per box (carton). The boxes will be numbered from 001 onwards for every order of 10 in 01 A4 ticket.</p>	

	9.2	500 consecutive number books (5,000 tickets) will be packed per box (carton). The boxes will be numbered from 001 onwards for every order of 06 in 01 A4 ticket.	
10	10.1	<b>Labels</b> <b>New Lottery</b> <p>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 "New Lottery " lottery ticket for Monday - Yellow colour, Tuesday – Red colour, Wednesday – Green colour , Thursday – Brown colour , Friday - Dark Blue colour, Saturday - Light Blue colour, Sunday - Purple colour.          (Real colours will be notified at the time of printing)</p>	
11		<b>Packing box</b> Tri-wall corrugated cardboard sleeve and lid. Each 500 Tickets (50 books) should be Wrapped by sealed transparent polythene cover.	
12		<b>Packing Details</b> 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		<b>Omission details</b> 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		<b>Delivery of tickets</b> Delivery should be done as per the bidding condition number 18. printed tickets should be delivered using pallets	
15		<b>Indemnity Insurance</b> Insurance cover 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 in the clause No 08 in the special condition.	
16		<b>Cost of tickets</b> Cost of tickets to be quoted as per the price schedules.	
17		<b>Draw date &amp; Draw number</b> Draw date & Draw number should be printed on the face of the ticket	
18		<b>Quantity</b> <p>The 14 days requirement of tickets shall be decided by the Development Lotteries Board and communicated 30 days prior to the draw date to the supplier.(Period shall be changed due to the market situation) 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.</p> <p>In case of failure to supply the additional orders on time, the supplier should liable to compensate the loss as per the penalty list attached.</p>	
19		<b>Ticket Life</b> <p>Data should be abrasive resistant and the ticket should not discolor for twelve months.</p>	
20		<b>Colour Printing of the Ticket</b> <p>Four processing colors in front and one color in back of the ticket using offset or flexography techniques. (To be specify the Printing method )</p>	
21		<b>Artwork, films, Plate/ Approval of art work</b> <p>Tickets artworks will be provided by the Development Lotteries Board. Supplier Should be submitted pullouts to DLB for Approval. The Artwork, films and plates shall become the property of the Development Lotteries Board.</p>	
22		<b>Variable Data</b> <p>Barcode Serial Number and Winning Numbers are required to be printed on a security scrambler technology using water proof &amp; 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. To be specify the Variable data printing method)</p>	



23		<p><b>Ticket Re-construction</b></p> <p>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 &amp; reconstruct such ticket configuration and determine whether it is a genuine prize-winning ticket and if so, the prize category.</p>	
24		<p><b>Data Processing Requirement:</b></p> <p>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.</p>	
25		<p><b>Ticket Identification:</b></p> <p>The Supplier should adopt his own security method/s to identify the genuineness of the ticket and prize.</p>	
26		<p><b>Additional order Requirements:</b></p> <p>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 &amp; weekends without any extra cost.</p> <p>In case of failure to supply the additional orders on time, the supplier should liable to compensate the loss calculated as per the penalty list.</p>	
27		<p><b>Samples :</b></p> <p>Samples with 100 tickets to be printed as per the specifications, prize methodology given in the Bid documents should be attached along with the bid.</p> <ul style="list-style-type: none"> <li>(i) The sample tickets should have a game data; barcode and the ticket numbers printed using 240 x 240 dpi (minimum)</li> <li>(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.)</li> </ul> <p>The Bidder should submit documentary evidence for not less than two years 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 one side coated 120 (gsm) Art Paper should be submitted as per the specification given by the DLB</p>	
28		<p><b>Process Demonstration</b></p> <p>: 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. Mock draw should be conducted by using samples already submitted along with the bid</p> <ul style="list-style-type: none"> <li>(i) Mock draw</li> <li>(ii) Prize validation</li> <li>(iii).Stock data input</li> </ul>	
29		<p><b>Quality Assurance Clause:</b></p> <p>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 &amp; all software related to printing should also be covered under the said assurance.</p> <p>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. However, in case of failure in reprinting the default ticket consignment ,DLB has the right to release them to the market in order to secure the market share whereas the damage will be deducted from the invoice as per the penalty list attached. Further, recurrence of such issues may also lead to the termination of contract .</p>	
30		<p><b>Software to be developed:</b></p> <p>The necessary software guidelines &amp; 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.</p> <p>For the above process IT nominee from supplier should be appointed to contact in case of classification. Response time should be within 2 hours.</p>	
31		<p><b>Partial Printing Consignment of :</b></p> <p>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.</p>	

## **Factory Inspections and Tests**

### **During the Evaluation**

1. The Department Procurement Committee (DPC) 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 (DPC) 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 (DPC). The decision of the Department Procurement Committee (DPC) shall be final and conclusive.

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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
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;

## General Conditions of Contract

- (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.

    - 4.2.1 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.
    - 4.2.2 Severability
 

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
5. Language
  - 5.1 The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in English language. Supporting documents and printed literature that are part of the Contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, this translation shall govern.
  - 5.2 The Supplier shall bear all costs of translation to the governing language and all risks of 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.

## General Conditions of Contract

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

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|---------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19. Confidential Information    | <p>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.</p> <p>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.</p> <p>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.</p> <p>19.4 The provisions of CC Clauses 19 shall survive completion or termination, for whatever reason, of the Contract.</p> |
| 20. Subcontracting              | <p>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.</p> <p>20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 21. Specification and Standards | <p>21.1 Technical Specifications and Drawings</p> <p style="padding-left: 40px;">(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.</p> <p style="padding-left: 40px;">(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.</p> <p style="padding-left: 40px;">(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.</p>                                                                                                                                                                                                                                                                                                 |
| 22. Packing and Documents       | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 23. Insurance                   | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 24. Transportation              | <p>24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 25. Inspection and Tests        | <p>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.</p> <p>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,</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |



## General Conditions of Contract

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.

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 o 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.

## General Conditions of Contract

- |                                    |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
|------------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 28. Patent Indemnity               | 28.1 | <p>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:</p> <ul style="list-style-type: none"> <li>(a) The installation of the Goods by the Supplier or the use of the Goods in the country where the site is located; and</li> <li>(b) The sale in any country of the products produced by the Goods.</li> </ul> <p>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.</p> |
|                                    | 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 | <p>Except in cases of criminal negligence or willful misconduct,</p> <ul style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| 30. Change in Laws And Regulations | 30.1 | <p>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</p> <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |

## General Conditions of Contract

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
- 32.1 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.
- 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

## General Conditions of Contract

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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**DEVELOPMENT LOTTERIES BOARD**  
**Invitation to Bids for Designing, Developing, Printing, and Supplying of**  
**Draw Lottery Tickets for the New Draw Lottery**  
**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 New 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 years 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. DLB has right to deduct penalties as per the penalty list attached with the bidding document as liquidated damages for any faults in the draw related software, which pursuance the successful completion of draw including pre and post processing.
7. 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.

8. The monthly requirement of tickets shall be decided by the Development Lotteries Board and communicated 30 days prior to the draw date to the supplier.(Period shall be changed due to the market situation) 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.

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 as per the penalty list attached

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 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**  
Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery

**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)]



**DEVELOPMENT LOTTERIES BOARD****Invitation to Bids for Designing, Developing, Printing, and Supplying of  
Draw Lottery Tickets for the New Draw Lottery****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 for last 02 years. Please give details as follows:**

Name of the Company	Contact No Person	year	Contract Value

( Documentary Proof should be submitted )

**5. Detail of existing lottery ticket printing contract in hand at the time of bidding:**

Institute	Contract Period	Ticket Qty Per Day	Per Week

( Documentary Proof should be submitted )

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

.....  
 .....

**7. Method of four colour Printing :**

.....

**8. Type of the printing process:-.....****9. Method of Variable data Printing : .....****10. Full details of inks used for printing:.....**

11. Production capacity per month for supplying of normal tickets ( 10 tickets per A4 sheet).

	Description	Ticket Qty
01	Printing capability of 10 in 01 A4 tickets per month	
02	Scanning capacity per month	
03	Manual Checking capacity per month	
04	Packing capacity per month	
05	Delivering capacity	

12. Ability for supplying of additional orders as per the 26 clause of the technical specification  
.....  
.....

13. Certified copies of the Audited Financial Statement of the Company for the last consecutive two financial years  
.....  
.....

14. Past performance in similar printing contracts  
.....  
.....  
.....

15. Other printing contract In hand at the bidding :  
.....  
.....

16. 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

### Invitation to Bids for Designing, Developing, Printing, and Supplying of Draw Lottery Tickets for the New Draw Lottery

#### 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<br>Principal Officers and Production Technical Personnel                                                                                                                                                                                                                                |
| ANNEXE G3 | - | Corporate profile of the Company together with<br>Audited Accounts for the 2 immediately preceding<br>Years – in respect of which Audited Accounts are<br>Available, machineries details with all certificates provided by Manufacturer.<br>technical literature and data covering<br>All aspects for the proper evaluation of the Bid |
| ANNEXE G4 | - | Implementation programmed for designing, developing Printing and Supplying of<br>New Draw Lottery tickets in a suitable form including guaranteed times of<br>implementation and delivery.                                                                                                                                             |
| ANNEXE G5 | - | A Bid Security payable on demand addressed to the Chairman,<br>Development Lotteries Board, refer BDS ITB 20.2 (Page No.16)                                                                                                                                                                                                            |
| ANNEXE G6 | - | Price Schedule in page 33-35                                                                                                                                                                                                                                                                                                           |
| ANNEXE G7 | - | The signed General Conditions, the Special Conditions,<br>Confirming general specifications, Technical Specifications & other documents that<br>may be relevant.                                                                                                                                                                       |
| ANNEXE G8 | - | Public Contract Registration Certificate                                                                                                                                                                                                                                                                                               |

Date:

Signature:

(Company Seal)

Name & Address of Bidder

:-

1. Witness

2. Witness

## DEVELOPMENT LOTTERIES BOARD

### Invitation to Bids for Designing, Developing, Printing, and Supplying of Draw Lottery Tickets for the New Draw Lottery DESCRIPTION OF BASIC SERVICES REQUIRED

- a) Artworks will be provided by the Development Lotteries Board upon submission of pullouts to DLB the printer has to wait until they receive the approval for the art work to carry out the printing. However, the Artwork, films and plates shall become the property of the Development Lotteries Board.
- 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 : .....

## "NEW DIGITAL " DRAW LOTTERY

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

Jackpot Rs .....

WINNING NUMBERS FOR .....

--	--	--	--	--	--

ENGLISH LETTER

--

0 ticket (s) sold with 6 Matching Nos. & English Letter

0 Ticket(s) sold with 6 Matching Nos.

Matches	No. of Winners	Prize	Amount
Super Prize (Six (06) Numbers with English Letter)	0	0	0
First Prize (06 Numbers)	0	0	0
Last Five (05) Numbers correct	0	0	0
Last Four (04) Numbers correct	0	0	0
Last Three (03) Numbers correct	0	0	0
Last Two (02) Numbers correct	0	0	0
Last Number correct	0	0	0
First Five (05) Numbers correct	0	0	0
First Four (04) Numbers correct	0	0	0
First Three (03) Numbers correct	0	0	0
First Two (02) Numbers correct	0	0	0
First English Letter match	0	0	0
Second English Letter match	0	0	0

NEXT SUPER JACKPOT

Rs.....

Winning Ticket sold by:

Dealer No.	Name of Dealer	Dealer's Address

# E-LOTTERY RESULT SHEET FORMAT

Report Date:.....

Report Time : .....

## "DIGITAL DRAW " E-LOTTERY

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

Jackpot Rs .....

WINNING NUMBERS FOR .....

--	--	--	--	--	--

ENGLISH LETTER

--

0 ticket (s) sold with 6 Matching Nos. & English Letter

0 Ticket(s) sold with 6 Matching Nos.

Matches	No. of Winners	Prize	Amount
Super Prize (Six (06) Numbers with English Letter)	0	0	0
First Prize (06 Numbers)	0	0	0
Last Five (05) Numbers correct	0	0	0
Last Four (04) Numbers correct	0	0	0
Last Three (03) Numbers correct	0	0	0
Last Two (02) Numbers correct	0	0	0
Last Number correct	0	0	0
First Five (05) Numbers correct	0	0	0
First Four (04) Numbers correct	0	0	0
First Three (03) Numbers correct	0	0	0
First Two (02) Numbers correct	0	0	0
First English Letter match	0	0	0
Second English Letter match	0	0	0

NEXT SUPER JACKPOT

Rs.....

Winning Ticket sold by:

Dealer No.	Name of Dealer	Dealer's Address

DIGITAL DRAW – OFFICEIAL RESULTS

Draw Date

Draw No

English Letter

Winning Numbers

--	--	--	--	--	--	--

01	Six (06) Numbers with English Letter (Super Prize)	
02	Six (06) Numbers (First Prize)	
03	Last Five (05) Numbers correct	
04	Last Four (04) Numbers correct	
05	Last Three (03) Numbers correct	
06	Last Two (02) Numbers correct	
07	Last Number correct	
08	First Five (05) Numbers correct	
09	First Four (04) Numbers correct	
10	First Three (03) Numbers correct	
11	First Two (02) Numbers correct	
12	First English Letter match	
13	Second English Letter match	
14	Total Numbers of Cash prize winners for this Draw	
15	Total Amount Won	Rs. <input type="text"/>
16	Next Draw Date	<input type="text"/>
17	Amount offered for the next Super Jackpot Prize	Rs. <input type="text"/>

### DETAILED DRAW REPORT

Draw Date : .....

Type : Monday/Tuesday/Wednesday / Thursday/ Friday /Saturday/Sunday

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 (18 months) : 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 **01** year. and or other  
currencies mentioned in para 4(i) of General conditions

9. Beneficiary : Development Lotteries Board (Sri Lanka)

Issued on ..... day of ..... 2023

..... 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 ..... 2023ch

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 ..... 2023

Name of Insurance Company

Authorized Officer

## MACHINERY, TECHNICAL & STAF DETAILS

1. Name of Bidder : .....

2. No. of Technical Personnel

(A) Full Time: .....

(B) Part Time .....

3. Full time Engineer/Technician :

.....

4. IT Staff Details : -

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

4.Quantity Assurance Staff

Name

Qualifications

Designation

Experience

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

5. Special Training Received, if any

.....  
 .....

List of Printing Machines available	Model No.	Quantity	No of tickets 10in 01A4 per day	No of Heads available,	Manufacturer	Year

(Can be attached list )

### Extra Machinery Availability

List of Printing Machines Available	Model No.	Quantity	No of tickets 10 in 01 A4 per day	Noof Heads available,	Manufacturer	Year

6. Ownership of the machinery:-.....  
(Written confirmations to be submitted)

7. I. Paper stock details at the time of bidding

Type	Qty	Stores Address

II. Other material stock details at the time of bidding

Type	Qty	Stores Address

8. Number of Workers .....

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

10. Address of the place of the printing plant .....

11. Contact No: .....

Signature With Seal .....

Designation .....

Seal of Bidder .....



**Penalty List**

<b>No</b>	<b>Type of the error</b>	<b>Penalty</b>
1	Delay in maintaining 14 day buffer stock	Per day cost of Rs.2000.00
2	In case of failure to supply the additional orders on time as per the clause no 26 of the specification, the supplier should be liable to compensate the loss calculated as per the penalty list.	Rs.20.00 X additional order quantity
3	Tickets not in a good condition to release to the market due to printing Errors`	Market loss +25%
	<b>a)</b> In case of Reprint -Penalty for the delay in maintaining 14 day buffer stock applies by default	Per day cost of Rs.2000.00
4	Printing errors identified in the market such as errors in front side, in back panel, in digits and letters etc.	Rs.100,000.00
5	Duplication of Tickets  If the winners emerge against the standard DLB approved prize structure due to the duplication of tickets ,such errors can be compensated by the insurance up to some extent ,yet the rest has to be borne by the printer	Rs.200,000.00
6	Errors highlighted at the QC process	
	<b>a)</b> Brightness issues compared to the approved art work of DLB	Rs.25,000.00
	<b>b)</b> Registration issues	Rs.25,000.00
	<b>c)</b> Readability issues of QR code/Bar code	Rs.50,000.00
	<b>d)</b> Perpetration issues	Rs.25,000.00
	<b>e)</b> QR code/Bar code not complying with the standards	Rs.50,000.00
	<b>f)</b> Blurriness of Game data	Rs.100,000.00
	<b>g)</b> Blurriness of the front side /rear side of the ticket	Rs.50,000.00
	<b>h)</b> Issues in tickets in terms of sharpness	Rs.25,000.00
	<b>i)</b> Thickness issues of the ticket paper	Reprint /If not 50% of the total printing cost.
	<b>j)</b> Dimensional issues of the tickets	25% of the printing cost

7	Penalties for any software fault in the draw related software that hinder the pursuance of successful completion of draw, including pre and post processing. Penalties will be applicable as follows.																
	<table> <tr> <th>No</th><th>Area</th><th>Weight</th></tr> <tr> <td>1</td><td>Particular IT support resource is not attended to live draw or not available when issue is occurred.</td><td>100,000/= per day</td></tr> <tr> <td>2</td><td>Unable to provide winner files, required reports and XML file in a package using the draw software which will lead to an issue in the draw.</td><td>500,000/= for each draw</td></tr> <tr> <td>3</td><td>Even through winner file generated with the package, there are some issues found in the winner file at the draw</td><td>250,000/= for each draw</td></tr> <tr> <td>4</td><td>Minor issues found in draw reports, not related to the draw information.</td><td>10,000/= for each issue.</td></tr> </table>	No	Area	Weight	1	Particular IT support resource is not attended to live draw or not available when issue is occurred.	100,000/= per day	2	Unable to provide winner files, required reports and XML file in a package using the draw software which will lead to an issue in the draw.	500,000/= for each draw	3	Even through winner file generated with the package, there are some issues found in the winner file at the draw	250,000/= for each draw	4	Minor issues found in draw reports, not related to the draw information.	10,000/= for each issue.	
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4	Minor issues found in draw reports, not related to the draw information.	10,000/= for each issue.															
8	Not submitting the software of which the Normality of the frequency of distribution of game data is checked within 3 months of time, as per the “General Conditions”	Rs 10,000.00 per draw each brand															

Market loss =Selling price of the ticket-Distributor and Agent Commission.