



The Government of the Democratic Socialist Republic of Sri Lanka
Ministry of Finance, Planning and Economic Development



Development Lotteries Board

BIDDING DOCUMENTS

**SELECTION OF MOBILE APP/ SMS / KIOSK OR POS/
WEB BASED E - LOTTERY AGENTS
NATIONAL COMPETITIVE BIDDING (NCB)**

BID NO - DLB/PRO/2025/41

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



Ministry of Finance, Planning and Economic Development

DEVELOPMENT LOTTERIES BOARD

Invitation for Bids (IFB)

SELECTION OF MOBILE APP/ SMS / KIOSK or POS/ WEB BASED E – LOTTERY AGENTS

BID NO – DLB/PRO/2025/41

1. Development Lotteries Boards which functions under the purview of Ministry of Finance, has planned implementation of several initiatives across the board by developing and improving digital infrastructure as a key area to increase the efficiency of the Lottery selling process and to provide government services effectively and efficiently in line with the national policy of 'Digitalization of Economy'. Accordingly, Development Lotteries Boards intends to enhance the e-lottery sales and distribution System.
2. The Chairman, Minor Procurement Committee (MPC), on behalf of the Development Lotteries Board, now invites sealed Bids from eligible and qualified Bidders for the Selection of Mobile App / SMS / KIOSK or Pos/ Web Based E – Lottery Agents.
3. Bidding will be conducted through the National Competitive Bidding Procedure. (NCB)
4. 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 **17.12.2025 to 16.01.2026** between **9.00 a.m. to 3.00 p.m.** Also, this could be viewed on the Development Lotteries Board Website (www.dlb.lk).
5. 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 **17.12.2025 to 16.01.2026** 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 3,500.00 (With Taxes) 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.
6. All bids must be accompanied by a Bid Security amounting to values specified in the ITB 17.1 of the BDS for the period of 118 days furnished from a commercial bank operating in Sri Lanka registered with Central Bank of Sri Lanka in the form of a Bank Guarantee to the Chairman, Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.
7. All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid. (if not submitted treated as rejected)
8. Pre-bid meeting is scheduled at **2.30 p.m. on 08.01.2026** at the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2
9. Bidders should furnish all the detailed information as required in the bid document.
10. Sealed bids in duplicate under registered cover should be posted to reach “Chairman, The Minor Procurement Committee (MPC), 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 **19.01.2026**. The words “Selection of Mobile App/ SMS / Kiosk or Pos/ Web Based E – Lottery Agents” shall be written on top left-hand corner of the envelope. Also, it should be indicated the Bid name and Bid No.

11. Bid will be closed at 2.30 p.m. on **19.01.2026** and will be opened soon after closing time 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.
12. The Minor Procurement Committee (MPC) 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.
13. Further details, if required, could be obtained during the period specified in the ITB 10, from the Assistant General Manager (Procurement) of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 2.
14. Bids shall be valid for a period of 90 days from the date of deadline for submission of the Bids.
15. Development Lotteries Boards will not be responsible for any costs or any expenses incurred by the Bidders about the preparation or delivery of Bids.

Chairman,
Minor Procurement Committee,
Development Lotteries Board,
Colombo 2.
Tel: 011 4824824
www.dlb.lk
17.12.2025



SECTION I

Instructions to Bidders

A. General

1. **Scope of Bid**
 - 1.1 The Employer, as defined in the Bidding Data Sheet (BDS), invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of this National Competitive Bidding (NCB) Contract is provided in the BDS.
 - 1.2 The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the BDS.
2. **Source of Funds**
 - 2.1 Payments under this contract will be financed by the source specified in the BDS.
3. **Corrupt or Fraudulent Practices**
 - 3.1 The attention of the bidders is drawn to the followings:
 1. Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;
 2. Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Service providers/Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.
 3. The Employer requires the bidders, suppliers, service providers, and consultants to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy:
 - a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
 - b) “fraudulent practice” means a misrepresentation or omission of facts to influence a procurement process or the execution of a contract;
 - c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Employer to establish bid prices at artificial, noncompetitive levels; and
 - d) “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

4. If the Employer found any unethical practices as stipulated under ITB Clause 3.2, the Employer 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 Services under this contract as per the eligibility criteria mentioned in the BDS.
- 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 Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the services to be purchased under these Bidding Documents; or
- 4.3 A Bidder that is under a declaration of ineligibility by the Government of Sri Lanka (GOSL), at the date of submission of bids or at the date of contract signing, shall be disqualified.
- 4.4 Foreign Bidder may submit a bid only if so stated in the BDS.
- 5. Qualification of the Bidder**
- 5.1 All bidders shall provide in Section III, Bidding Forms, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
- 5.2 If prequalification of potential bidders has been undertaken as stated in the BDS, only bids from pre-qualified bidders shall be considered for award of Contract, in which case the provisions of sub-clauses 5.3 to 5.6 hereafter shall not apply. These qualified bidders should submit with their bids any information updating their original prequalification applications or, alternatively, confirm in their bids that the originally submitted prequalification information remains essentially correct as of the date of bid submission.
- 5.3 If the Employer has not undertaken prequalification of potential bidders, all bidders shall include the following information and documents with their bids, unless otherwise stated in the BDS:
- (a) copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) total monetary value of Services performed for each of the last three years;
- (c) experience in Services of a similar nature and size for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;

- (d) list of major items of equipment proposed to carry out the Contract;
- (e) qualifications and experience of key site management and technical personnel proposed for the Contract;
- (f) reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years;
- (g) evidence of adequacy of working capital for this Contract (access to line(s) of credit and availability of other financial resources);
- (h) authority to the Employer to seek references from the Bidder's bankers; and
- (i) information regarding any litigation, current or during the last three years, in which the Bidder is involved, the parties concerned, and disputed amount; and
- (j) proposals for subcontracting components of the Services amounting to more than 10 percent of the Contract Price.

5.4 Bids submitted by a joint venture of two or more firms as partners shall comply with the following requirements, unless otherwise stated in the BDS:

- (a) the Bid shall include all the information listed in ITB Sub-Clause 5.3 above for each joint venture partner;
- (b) the Bid shall be signed to be legally binding on all partners;
- (c) the Bid shall include a copy of the agreement entered into by the joint venture partners defining the division of assignments to each partner and establishing that all partners shall be jointly and severally liable for the execution of the Contract in accordance with the Contract terms; alternatively, a Letter of Intent to execute a joint venture agreement, prior to the signing of the Contract, in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed agreement;
- (d) one of the partners shall be nominated as being in charge, authorized to incur liabilities, and receive instructions for and on behalf of all partners of the joint venture; when a foreign partner/s is/are involved one of the local partners shall be nominated as being in charge; and
- (e) the execution of the entire Contract, including payment, shall be done exclusively with the partner in charge.

5.5 To qualify for award of the Contract, bidders shall meet the following minimum Compliance and Eligibility Requirements for Lottery Sales Platforms:

- (a) Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, (Registered joint ventures are also accepted.)
- (b) All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular bid. (if not submitted treated as rejected)
- (c) The Bidder must have a minimum of one (01) year experience in providing digital business facilitation services, such as e-commerce, utility bill payment platforms, or similar services.
- (d) The Bidder should have an annual turnover of at least Rs. Fifteen Million (LKR 15,000,000) for the last financial year..
- (e)
 - 1. Bidders should provide evidence for the technical and marketing team strength.
 - Promoting e-lottery services to new market segments
 - Operating and maintaining the proposed platform(s)
 - Providing 24/7 operational support and ensuring scalability
 - 2. The team must include the following individuals:
 - Operations Manager and at least 3 Operations Staff
 - At least 2 Call Center Staff
 - Marketing Personnel (evidence must be provided indicating whether this function will be handled internally or outsourced)

Other Requirement

- (a) The bidder must demonstrate prior experience at least one of the following:
 - An e-commerce web or mobile application that is currently operational; or
 - An SMS-based lottery or transactional platform that has been deployed and managed in a production environment; or
 - A digital platform in the domains of financial technology (FinTech), marketing technology (MarTech), telecommunications, utility services, or similar sectors involving secure, high-volume, real-time online transactions; or
 - A digital service platform focused on online customer engagement, payment facilitation, or automated service delivery, where secure and continuous transaction processing is critical; or
 - Any other company that can demonstrate the ability to invest in the development of a comprehensive digital lottery platform, operate and maintain it at zero cost to DLB, and provide evidence of previous involvement in technically advanced or conceptually innovative digital projects

- (b) The Bidder shall submit proposals for one (01), more, or all of the following platforms:
 - Web Platform
 - Mobile Application
 - SMS Platform
 - WhatsApp Bot
 - KIOSK/POS Solution
- (c) Each proposed platform must be fully compliant with all applicable technical, security, and regulatory requirements, including but not limited to:
 - Regulations issued by the Central Bank of Sri Lanka (CBSL)
 - Guidelines from the Telecommunications Regulatory Commission of Sri Lanka (TRCSL)
 - The Sri Lanka Data Protection Act
 - Implementation of cybersecurity best practices, including mandatory security testing for vulnerabilities identified in the OWASP Top 10
- (d) Pre-Funded Wallet Requirement
 - If the Bidder offers a pre-funded wallet (where user funds are held in the Bidder's bank account), prior written approval from CBSL must be obtained before go-live.
 - If the Bidder uses CBSL-cleared payment methods (e.g., JustPay, LankaQR), additional CBSL approval is not required. However, Implementation should be done as per the CBSL guideline.
- (e) Annual volume of Services of at least the amount specified in the BDS;
 - (a) experience as service provider in the provision of at least one service contracts of a nature and complexity equivalent to the Services over the last one (01) years as specified in the BDS;
 - (b) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;
 - (c) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.

5.6 A history of awards against the bidder or any partner of a Joint Venture in litigation or in Arbitration may result in disqualification of the bid.

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| 6. One Bid per Bidder | 6.1 Each Bidder shall submit only one Bid, either individually or as a partner in a joint venture. A Bidder who submits or participates in more than one Bid will cause all the proposals with the Bidder's participation to be disqualified. |
| 7. Cost of Bidding | 7.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs. |

- 8. Site Visit** 8.1 The Bidder, at the Bidder's own responsibility and risk, may visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

B. Bidding Documents

- 9. Content of Bidding Documents** 9.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with ITB Clause 11:

Section I	Instructions to Bidders
Section II	Bidding Data Sheet
Section III	Bidding Forms
Section IV	Activity Schedule
Section V	Description of Services
Section VI	General Conditions of Contract
Section VII	Special Conditions of Contract

- 9.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or to submit a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in the rejection of its bid. Sections III, V, and IX should be completed and returned with the Bid in the number of copies specified in the BDS.

- 10. Clarification of Bidding Documents** 10.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing or by cable ("cable" includes telex and facsimile) at the Employer's address indicated in the invitation to bid. The Employer will respond to any request for clarification received earlier than 10 days' prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the inquiry, but without identifying its source.

- 11. Amendment of Bidding Documents** 11.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by issuing addenda.
- 11.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.
- 11.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend, as necessary, the deadline for submission of bids, in accordance with ITB Sub-Clause 21.2 below.

C. Preparation of Bids

12. Language of Bid

12.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in the language **specified in the BDS**. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified in the Bidding Data Sheet, in which case, for purposes of interpretation of the Bid, the translation shall govern.

13. Documents Comprising the Bid

13.1 The Bid submitted by the Bidder shall comprise the following:

- (a) The Form of Bid (in the format indicated in Section III);
- (b) Bid Security;
- (c) Priced Activity Schedule;
- (d) Qualification Information Form and Documents;

and any other materials required to be completed and submitted by bidders, as **specified in the BDS**.

14. Bid Prices

14.1 The Contract shall be for the Services, as described in Appendix A to the contract and in the Specifications, Section VIII, based on the priced Activity Schedule, Section V, submitted by the Bidder.

14.2 The Bidder shall fill in rates and prices for all items of the Services described in the in Specifications (or Terms of Reference), Section VIII and listed in the Activity Schedule, Section V. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.

14.3 The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price. However, VAT shall not be included in the price but shall be indicated separately.

14.4 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

14.5 For determining the remuneration due for additional Services, a breakdown of the lump-sum price shall be provided by the Bidder in the form of Appendices D and E to the Contract

15. Currencies of Bid and Payment

15.1 The Bidder shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

16. Bid Validity

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

16.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Employer 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 17, 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.

17. Bid Security

17.1 The Bidder shall furnish, as part of the Bid, a Bid Security or a Bid-Securing Declaration, as **specified in the BDS**.

17.2 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 either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by any commercial bank licensed by the Central Bank of Sri Lanka.
- (c) be substantially in accordance with the form of Bid Security included in Section III, Bidding Forms,
- (d) be payable promptly upon written demand by the Employer in case the conditions listed in ITB Sub-Clause 17.5 are invoked;

- (e) be submitted in its original form; copies will not be accepted;
- (f) remain valid for a period of 28 days beyond the validity period of the bids, as extended, if applicable, in accordance with ITB Sub-Clause 16.2;

17.3 If a Bid Security or a Bid- Securing Declaration is required in accordance with ITB Sub-Clause 17.1, any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 17.1, shall be rejected by the Employer as non-responsive.

17.4 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 35.

17.5 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 16.2; or
- (b) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 34;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 35.

17.6 The Bid Security of a JV must be in the name of the JV that submits the bid. If the JV has not been legally constituted at the time of bidding, the Bid Security shall be in the names of all future partners as named in the letter of intent to constitute the JV.

18. Alternative Proposals by Bidders

18.1 Unless **otherwise indicated in the BDS**, alternative bids shall not be considered.

19. Format and Signing of Bid

19.1 The Bidder shall prepare one original of the documents comprising the Bid as described in ITB Clause 11 of these Instructions to Bidders, bound with the volume containing the Form of Bid, and clearly marked "original." In addition, the Bidder shall submit copies of the Bid, in the number specified in the BDS, and clearly marked as "Copies." In the event, of discrepancy between them, the original shall prevail.

19.2 The original and all copies of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, pursuant to Sub-Clauses 5.3(a) or 5.4(b). All pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

19.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

D. Submission of Bids

20. Sealing and Marking of Bids

20.1 The Bidder shall seal the original and all copies of the Bid in two inner envelopes and one outer envelope, duly marking the inner envelopes as "Original" and "Copies".

20.2 The inner and outer envelopes shall

(a) be the name and addressed to the Employer at the name and address **provided in the BDS**;

(b) **bear the name and identification number of the Contract as defined in the BDS** and Special Conditions of Contract; and

(c) provide a warning not to open before the specified time and date for Bid opening as **defined in the BDS**.

20.3 In addition to the identification required in ITB Sub-Clause 20.2, the inner envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened in case it is declared late, pursuant to ITB Clause 22.

20.4 If the outer envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

21. Deadline for Submission of Bids

21.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date **specified in the BDS**.

21.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with ITB Clause 11, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

22. Late Bids

22.1 The Employer shall not consider any bid that reaches after the deadline for submission of bids. Any bid received by the Employer after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids by giving notice in writing before the deadline prescribed in ITB Clause 21.
- 23.2 Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with ITB Clauses 19 and 20, with the outer and inner envelopes additionally marked "Modification" or "Withdrawal," as appropriate.
- 23.3 No Bid may be modified after the deadline for submission of Bids.
- 23.4 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the period of Bid validity specified in the BDS or as extended pursuant to ITB Sub-Clause 16.2 may result in the forfeiture of the Bid Security pursuant to ITB Clause 17.
- 23.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting Bid modifications in accordance with this clause, or included in the original Bid submission.

E. Bid Opening and Evaluation

24. Bid Opening

- 24.1 The Employer will open the bids, including modifications made pursuant to ITB Clause 23, in the presence of the bidders' representatives who choose to attend at the time and in the place **specified in the BDS.**
- 24.2 Envelopes marked "Withdrawal" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to ITB Clause 23 shall not be opened.
- 24.3 The bidders' names, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, bid modifications and withdrawals, the presence or absence of Bid Security, and such other details as the Employer may consider appropriate, will be announced by the Employer at the opening. No bid shall be rejected at bid opening except for the late bids pursuant to ITB Clause 22; Bids, and modifications, sent pursuant to ITB Clause 23 that are not opened and read out at bid opening will not be considered for further evaluation regardless of the circumstances. Late and withdrawn bids will be returned unopened to the bidders.
- 24.4 The Employer will prepare minutes of the Bid opening, including the information disclosed to those present in accordance with ITB Sub-Clause 24.3.

25. Process to Be Confidential

- 25.1 Information relating to the examination, clarification, evaluation, and comparison of bids and recommendations for the award of a contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful Bidder is notified of the award. Any effort by a Bidder to influence the Employer's processing of bids or award decisions may result in the rejection of his Bid.
- 25.2 If, after notification of award, a bidder wishes to ascertain the grounds on which its bid was not selected, it should address its request to the Employer, who will provide written explanation indicating specific short-comings. Any request for explanation from one bidder, should relate only to its own bid; information about the bid of competitors will not be addressed.

26. Clarification of Bids

- 26.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, ask any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing or by cable, telex, or facsimile, but no change in the price or substance of the Bid shall be sought, offered or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with ITB Clause 28.
- 26.2 Subject to ITB Sub-Clause 26.1, no Bidder shall contact the Employer on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.
- 26.3 Any effort by the Bidder to influence the Employer in the Employer's bid evaluation or contract award decisions may result in the rejection of the Bidder's bid.

27. Examination of Bids and Determination of Responsiveness

- 27.1 Prior to the detailed evaluation of bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in ITB Clause 4; (b) has been properly signed; (c) is accompanied by the required securities; and (d) is substantially responsive to the requirements of the bidding documents.
- 27.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and specifications of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

- 27.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.
- 28. Correction of Errors**
- 28.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; 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; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.
- 28.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with ITB Sub-Clause 17.5(b).
- 29. Currency for Bid Evaluation**
- 29.1 Sri Lankan Rupees (LKR).
- 30. Evaluation and Comparison of Bids**
- 30.1 The Employer will evaluate and compare only the bids determined to be substantially responsive in accordance with ITB Clause 27.
- 30.2 In evaluating the bids, the Employer will determine for each Bid the evaluated Bid price by adjusting the Bid price as follows:
- (a) making any correction for errors pursuant to ITB Clause 28;
 - (b) excluding provisional sums and the provision, if any, for contingencies in the Activity Schedule, Section V, but including Day work, when requested in the Specifications (or Terms of Reference) Section VIII;
 - (c) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with ITB Sub-Clause 23.5.
- 30.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors, which are more than the requirements of the bidding documents or otherwise result in unsolicited benefits for the Employer will not be considered in Bid evaluation.
- 30.4 The estimated effect of any price adjustment conditions under Sub-Clause 6.6 of the General Conditions of Contract, during the period of implementation of the Contract, will not be considered in Bid evaluation.
- 31. Preference for Domestic Bidders**
- 31.1 Domestic bidders shall not be eligible for any margin of preference in Bid evaluation.

F. Award of Contract

32. Award Criteria

32.1 The Employer 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.

Subject to ITB Clause 33, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price, if such Bidder has been determined to be (a) eligible in accordance with the provisions of ITB Clause 4, and (b) qualified in accordance with the provisions of ITB Clause 5.

32.2 If, pursuant to ITB Sub-Clause 13.2 this contract is being let on a “slice and package” basis, the lowest evaluated Bid Price will be determined when evaluating this contract in conjunction with other contracts to be awarded concurrently. Considering any discounts offered by the bidders for the award of more than one contract.

33. Employers right to Accept any Bid and to Reject any or all Bids

33.1 Not with standing ITB Clause 32, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer’s action.

34. Notification of Award and Signing Agreement

34.1 Prior to the expiration of the period of bid validity, the Employer shall notify the successful Bidder, in writing, that its Bid has been accepted.

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

34.3 Upon the successful Bidder’s furnishing of the signed Contract Form and performance security pursuant to ITB Clause 35, the Employer will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 17.4

35. Performance Security

35.1 Within fourteen (14) days of the receipt of notification of award from the Employer, the successful Bidder, if required, shall furnish the Performance Security in accordance with the GCC, using for that purpose the Performance Security Form included in Section IX 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 17.4. Refer BDS.

35.2 Failure of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the Employer may award the Contract to the next lowest evaluated Bidder, whose offer is substantially responsive and is determined by the Employer to be qualified to perform the Contract satisfactorily.

**36. Advance
Payment and
Security**

36.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the Conditions of Contract, subject to the amount **stated in the BDS**.

37. Adjudicator

37.1 The Employer proposes the person named in the BDS to be appointed as Adjudicator under the Contract, at an hourly fee specified in the BDS, plus reimbursable expenses. If the Bidder disagrees with this proposal, the Bidder should so state in the Bid. If, in the Letter of Acceptance, the Employer has not agreed on the appointment of the Adjudicator, the Adjudicator shall be appointed by the Appointing Authority designated in the Special Conditions of Contract at the request of either party.

VIEW ONLY

Section II. Bidding Data Sheet

A. General

ITB 1.1

The Employer is Development Lotteries Board
The name and identification number of the Contract is;
Selection Of Mobile App/ SMS / KIOSK Or POS/ Web Based E – Lottery Agents
Bid No: DLB/PRO/2025/41

Bidders are welcome to submit proposals covering the full scope of services as specified in the Description of Services in the Bidding Documents. However, based on their proven capacity and operational capability, Bidders may submit proposals for any one, multiple, or all of the following digital e-lottery platforms:

1. Mobile Application,
2. SMS Platform,
3. Web Platform,
4. WhatsApp Bot, and
5. KIOSK/POS-based Solution.
6. Scratch Lottery Game (e-Instant)

Each proposed platform must fully comply with all applicable technical, functional, and regulatory requirements, including those issued by the Central Bank of Sri Lanka (CBSL), Telecommunications Regulatory Commission (TRCSL), and the Sri Lankan Data Protection Authority.

The Development Lotteries Board (DLB) reserves the sole right to define, limit, or expand the final scope of the awarded project after evaluating the technical competence, operational readiness, and scalability of the Bidder's proposed solution.

ITB 1.2

The Intended Completion Date is 06 months from the signing of the agreement for the development of e- Lottery distribution system.
The initial service period is 03 years after completion of the development, followed by annual auto renewals basis thereafter considering the performance of the suppliers.

ITB 2.1

The source of funding for this project is: Government of Sri Lanka (GOSL)

ITB 4.1

Eligibility (the below requirements should be furnished with the written proof)

- i. Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, (Registered joint ventures are also accepted.)
- ii. All the bidders should have the contract registration certificate obtained according to the "Public Contract Act No.3 of 1987" for the particular bid. (if not submitted treated as rejected)
- iii. The Bidder must have a minimum of one (01) year experience in providing digital business facilitation services, such as e-commerce, utility bill payment platforms, or similar services.
- iv. The Bidder should have an annual turnover of at least Rs. Fifteen Million (LKR 15,000,000) for the last financial year.
- v. Bidders should provide evidence for the technical and marketing team strength.
 - Promoting e-lottery services to new market segments

- Operating and maintaining the proposed platform(s)
- Providing 24/7 operational support and ensuring scalability

2. The team must include the following individuals:

- Operations Manager and at least 3 Operations Staff
- At least 2 Call Center Staff
- Marketing Personnel (evidence must be provided indicating whether this function will be handled internally or outsourced)

Other Requirement

(a) The bidder must demonstrate prior experience at least one of the following:

- An e-commerce web or mobile application that is currently operational; or
- An SMS-based lottery or transactional platform that has been deployed and managed in a production environment; or
- A digital platform in the domains of financial technology (FinTech), marketing technology (MarTech), telecommunications, utility services, or similar sectors involving secure, high-volume, real-time online transactions; or
- A digital service platform focused on online customer engagement, payment facilitation, or automated service delivery, where secure and continuous transaction processing is critical; or
- Any other company that can demonstrate the ability to invest in the development of a comprehensive digital lottery platform, operate and maintain it at zero cost to DLB, and provide evidence of previous involvement in technically advanced or conceptually innovative digital projects

(b) The Bidder shall submit proposals for one (01), more, or all of the following platforms:

- Web Platform
- Mobile Application
- SMS Platform
- WhatsApp Bot
- KIOSK/POS Solution
- Scratch Lottery Game (e-Instant)

(c) Each proposed platform must be fully compliant with all applicable technical, security, and regulatory requirements, including but not limited to:

- Regulations issued by the Central Bank of Sri Lanka (CBSL)
- Guidelines from the Telecommunications Regulatory Commission of Sri Lanka (TRCSL)
- The Sri Lanka Data Protection Act
- Implementation of cybersecurity best practices, including mandatory security testing for vulnerabilities identified in the OWASP Top 10

(d) Pre-Funded Wallet Requirement

- If the Bidder offers a pre-funded wallet (where user funds are held in the Bidder's bank account), prior written approval from CBSL must be obtained before go-live.

		<ul style="list-style-type: none"> If the Bidder uses CBSL-cleared payment methods (e.g., JustPay, LankaQR), additional CBSL approval is not required. However, Implementation should be done as per the CBSL guideline. <p>(e) Annual volume of Services of at least the amount specified in the BDS;</p> <p>(a) experience as service provider in the provision of at least one service contracts of a nature and complexity equivalent to the Services over the last one (01) years as specified in the BDS;</p> <p>(b) proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment listed in the BDS;</p> <p>(c) liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, of no less than the amount specified in the BDS.</p>	
	ITB 4.4	Foreign bidders are not allowed to participate in this bidding	
	ITB 5.2	Not Applicable	
	ITB 5.4	Registered joint ventures are accepted only for this procurement.	
		B. Bidding Data	
	ITB 9.2 And 9.1	The number of copies of the Bid to be completed and submitted shall be one in addition to the original bid.	
	ITB 10.1	<p>Pre-Bid meeting: Yes Location: Development Lotteries Board, Dr Colvin R de Silva Mawatha, Colombo. Or as a zoom meeting.</p> <p>Date: 08.01.2026 Time: 2.30 p.m.</p>	
		C. Preparation of Bids	
	ITB 12.1	Language of the bid: English	
	ITB 14.4	The Contract shall not be subject to price adjustment in accordance with Clause 6.6 of the Conditions of Contract	
	ITB 16.1	The period of Bid validity shall be 90 (ninety) days from the deadline for Bid submission specified in the BDS.	
	ITB 17.1	<p>The Bidder shall provide: Bid Security in the form of a Bank Guarantee (as per the format given in the Bidding Document) Bid Security shall be issued in favor of;</p> <p>Chairman Development Lotteries Board Dr Colvin R de Silva Mawatha, Colombo 02</p>	
	ITB 17.2	The amount of Bid Security shall be Sri Lankan Rupees Two Hundred Fifty Thousand (LKR. 250,000.00)	
	ITB 17.2 (a)	Bid Security shall be in the form of a Bank Guarantee (as per the format given in the Bidding Documents).	
	ITB 17.2(f)	Bid securities shall be valid for 28 days beyond the validity period of the bids. Accordingly, Bid Securities shall remain valid till 17.05.2026	
	ITB 18.1	Alternative bids are not permitted.	

	ITB 20.2	<p>Submission of BIDS Chairman Minor Procurement Committee Development Lotteries Board Dr Colvin R de Silva Mawatha, Colombo 02</p> <p>Name and identification number: Name of Contract: “SELECTION OF MOBILE APP/ SMS / KIOSK OR POS/ WEB BASED E – LOTTERY AGENTS”</p> <p>Contract No: Bid No – DLB/PRO/2025/41</p>
	ITB 21.1	The deadline for submission of bids shall be: 2.30 p.m on 19.01.2026
	ITB 21.2	<p>Time: at or before 1430 hrs. (2.30 P.M)</p> <p>Date: 19.01.2026</p>
		E. Bid Opening and Evaluation
	ITB 24.1	<p>Bids will be opened immediately after the deadline for submission of bids at the following address:</p> <p>Chairman, Minor Procurement Committee Development Lotteries Board Dr Colvin R de Silva Mawatha, Colombo 02.</p>
	ITB 30	The Development Lotteries Board (DLB) reserves the right to appoint either a single agent or multiple agents, based on a comprehensive evaluation of each proposed solution and the respective organization’s capabilities. Furthermore, DLB retains the authority to suspend or terminate the sales operations whether in part or in full of any appointed agent, should their performance be deemed unsatisfactory over a reasonable period of time.
		F. Award of Contract
	ITB 32	One or more supplier are selected from this bidding
	ITB 35	The Performance Security acceptable to the Employer shall be the in the Standard Form of unconditional Bank Guarantee (as per the format given in the Bidding Document) issued by any commercial bank licensed by the Central Bank of Sri Lanka and the amount shall be Rs.500,000.00. Which shall be valid for 30 days beyond the completion date of services under the contract. Performance security shall be submitted within 07 working days of the date of notification of award from the employer
	ITB 36	not applicable

Section III. Bidding Forms

1. Bid Form.....	24-25
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3. Letter of Acceptance.....	28
4. Form of Contract.....	29-30
5. Bid Security (Bank Guarantee)	31
6. Electronic Lottery Agent Appointment and Operations Agreement	32

Bid Form

[date]

To: Chairman,
Minor Procurement committee,
Development Lotteries Board,
Dr Colvin R de Silva Mawatha,
Colombo.

Having examined the bidding documents including addendum, we offer to execute the *[SELECTION OF MOBILE / SMS BASED/WEB BASE E – LOTTERY AGENTS]* in accordance with the General Conditions of Contract, specifications, drawings and activity schedule accompanying this Bid for the Contract Prices are mentioned below.

The Contract shall be paid in Sri Lankan Rupees (LKR)

#	Description	Price Excluding VAT (Sri Lankan Rupees)	Amount in Words
1	Commission per Ticket The Bidder shall be entitled to a commission per ticket, which will be calculated and paid based on the e-agent's actual sales volume recorded for each month. The applicable commission rates shall be offered separately for each platform as follows: 1.1 Mobile App -based E-Lottery 01 to 50,000 tickets per month 50,001 to 100,000 tickets per month 100,001 to 200,000 tickets per month 200,001 or more per month 1.2 SMS-based E-Lottery 01 to 50,000 tickets per month 50,001 to 100,000 tickets per month 100,001 to 200,000 tickets per month 200,001 or more per month 1.3 Web-based E-Lottery 01 to 50,000 tickets per month 50,001 to 100,000 tickets per month 100,001 to 200,000 tickets per month 200,001 or more per month		

1.4 WhatsApps - based E-Lottery		
01 to 50,000 tickets per month	.....	.....
50,001 to 100,000 tickets per month	.....	.....
100,001 to 200,000 tickets per month	.....	.....
200,001 or more per month	.....	.....
1.5 KIOSK/POS - based E-Lottery		
01 to 50,000 tickets per month	.....	.....
50,001 to 100,000 tickets per month	.....	.....
100,001 to 200,000 tickets per month	.....	.....
200,001 or more per month	.....	.....
1.6 E-Instant Lottery		
01 to 50,000 tickets per month	.....	.....
50,001 to 100,000 tickets per month	.....	.....
100,001 to 200,000 tickets per month	.....	.....
200,001 or more per month	.....	.....

Note: existing passive lottery agent commission is the maximum ceiling commission rate in this contract. While the financial evaluation, the quoted lowest commission margins will be considered. Further bidder must quote base on the principal of bidding ,when increase the sales volume the quoting commission per ticket must be reduced or decline.

This Bid and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this Bid complies with the Bid validity and Bid Security required by the bidding documents and specified in the Bidding Data.

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

Telephone No: _____

E-mail : _____

Mobile No: _____

Qualification Information

1. Bidders

1.1 Constitution or legal status of Bidder: *[attach copy]*-----

Place of registration: *[insert]*-----

Principal place of business: *[insert]*-----

Power of Attorney / Board Resolution for the signatory of the Bid: *[attach]* -----

1.2 Total annual volume of Services performed in last one years, in Sri Lanka Rupees-----

1.3 Services performed as prime Service Provider on the provision of Services of a similar nature and volume over the last one years. The values should be indicated in the same currency used for Item 1.2 above. Also, list details of work under way or committed, including expected completion date.

Project name and Country	Name of employer and contact person	Type of Services provided and year of completion	Value of contract
(a)			
(b)			

1.4 Major items of Service Provider's Equipment proposed for carrying out the Services. List all information requested below. Refer also to ITB Sub-Clause 5.5(c).

1.5 Qualifications and experience of key personnel proposed for administration and execution of the Contract. Refer to GCC Clause 4.1

Serial No	Team/Team member Name	Position	Years of Experience	Area of Expertise	Tasks and Responsibilities Assigned	Time (Hours)
1	Member 1	Position 1			Responsibility of person 1	
2	Member 2	Position 2			Responsibility of person 2	
3	Member 3	Position 3			Responsibility of person 3	
4	.....				

1.6 Audited Financial reports for the last three years: balance sheets, profit and loss statements, auditors' reports, etc. List below and attach copies.

1.7 Evidence of access to financial resources to meet the qualification requirements: cash in hand, lines of credit, etc. List below and attach copies of support documents.

1.8 Name, address, and telephone, telex, and facsimile numbers of banks that may provide references if contacted by the Employer.

1.9 Information regarding any litigation, current or within the last three years, in which the Bidder is or has been involved.

Other party(ies)	Cause of dispute	Details of litigation award	Amount involved
(a)			
(b)			

1.10 Statement of compliance (see Annex V) with the requirements of Sub-Clause 3.2 of the Instructions to Bidders.

1.11 Proposed Program (service work method and schedule). Descriptions, drawings, and charts, as necessary, to comply with the requirements of the bidding documents.

2. Additional Requirements

2.1 Bidders should provide any additional information required in the Bidding Data and to fulfill the requirements of Sub-Clause 5.1 of the Instructions to Bidders, if applicable.

Letter of Acceptance

[letterhead paper of the Employer]

[date]

To: *[name and address of the Service provider]*

This is to notify you that your Bid dated *[date]* for execution of the *[name of the Contract and identification number, as given in the Special Conditions of Contract]* for the Contract Price of the equivalent of *[amount in numbers and words] [name of currency]*, as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by our Agency.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Please return the attached Contract dully signed

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Agency: _____

Attachment: Contract

Form of Contract

[Letterhead paper of the Employer]

LUMP-SUM REMUNERATION

This CONTRACT (hereinafter called the “Contract”) is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the “Employer”) and, on the other hand, [name of Service Provider] (hereinafter called the “Service Provider”).

[**Note:** In the text below text in brackets is optional; all notes should be deleted in final text. If the Service Provider consist of more than one entity, the above should be partially amended to read as follows: “... (hereinafter called the “Employer”) and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Service Providers’ obligations under this Contract, namely, [name of Service Provider] and [name of Service Provider] (hereinafter called the “Service Provider”).]

WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the “Services”);
- (b) the Service Provider, having represented to the Employer that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... for a period of from the date of commissioning unless terminated earlier;
- (c) the Employer has received the financial allocation from the Government of Democratic Socialist Republic of Sri Lanka (Hereinafter called as “GOSL”) to eligible payments under this Contract.

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract and for the avoidance of doubts, the order of precedence of the various parts of the contract in the event of any conflict or inconsistency shall be (in order):

- (a) The Special Conditions of Contract;
- (b) The General Conditions of Contract;
- (c) The Service Provider’s Bid
- (d) The following Appendices:

Appendix A: Description of the Services
Appendix B: Schedule of Payments
Appendix C: Key Personnel and Subcontractors
Appendix D: Breakdown of Contract Price in Foreign Currency – Not used
Appendix E: Breakdown of Contract Price in Local Currency
Appendix F: Services and Facilities Provided by the Employer
Appendix G: Bidders response to the compliance sheet

2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract,
 - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
 - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS, WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of *[name of Employer]*

[Authorized Representative]

For and on behalf of *[name of Service Provider]*

[Authorized Representative]

[Note: If the Service Provider consist of more than one entity, all these entities should appear as signatories, e.g., in the following manner:]

For and on behalf of each of the Members of the Service Provider

[name of member]

[Authorized Representative]

[name of member]

[Authorized Representative]

Bid Security (Bank Guarantee)

[The Bank shall fill in this Bank Security (Bank Guarantee) Form in accordance with the instructions indicated.]

Beneficiary: _____

Date: _____

BID SECURITY (BANK GUARANTEE) No.: _____

We have been informed that _____ (hereinafter called "the Bidder") has submitted to you its bid dated _____ (hereinafter called "the Bid") for the execution of _____ under Invitation for Bids No. _____ ("the IFB").

Furthermore, we understand that, per your conditions, bids must be supported by a Bid Security (Bank Guarantee).

At the request of the Bidder, we _____ hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of _____ (_____) 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 by the Bidder in the Form of Bid; or
- (b) having been notified of the acceptance of its Bid by the Employer during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to you upon the instruction of 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 of the name of the successful bidder; or (ii) twenty-eight days after the expiration of the Bidder's Bid.

Consequently, any demand for payment under this guarantee must be received by us at the office by _____ (date Month year).

This guarantee is subject to the Uniform Rules for Demand Guarantees, ICC Publication No.

[signature(s)]

Electronic Lottery Agent Appointment and Operations Agreement

THIS CONTRACT (hereinafter called the "Contract") is made on this xx.xx.2026, Between the Development Lotteries Board duly incorporated under Development Lotteries Board Act No 20. of 1997 of Sri Lanka and having its registered office at No. 356, Dr. Colvin R. De Silva Mawatha, Union Place, Colombo 02 (hereinafter called the "DLB") of the one part anda Company duly incorporated in Sri Lanka (Company Registration No.....) having its registered office at (Hereinafter called the "E-Agent") of the other part.

WHEREAS

- a. the DLB has requested the E-Agent to provide certain Services as defined in the General Conditions of Contract attached to this Contract (i.e. Electronic Lottery Agent Appointment and Operations Agreement) (hereinafter called the "Services")
- b. the, having represented to the DLB that it has the required professional skills, personnel and technical resources, the DLB has accepted the bid made by the E-Agent for the provision of Services and has informed its desire to award the Tender to the E-Agent by its letter dated (The said accepted bid is annexed hereto and shall be considered part and parcel of this Contract).

NOW, THEREFORE, the DLB hereby appoints the E-Agent subject to the terms and conditions set forth herein. The rights, obligations, and terms applicable to such appointment shall be as set forth in this Agreement.

1. PURPOSE

The purpose of this Agreement is to regulate the distribution of e-lottery ticket batches to E-Agents appointed by the DLB, and to manage the disbursement of law and middle tier prize monies to e-lottery winners, together with all related administrative functions.

2. TERM OF AGREEMENT

- 2.1 This Contract shall be effective from the date of signing this Contract and shall continue in validity initially for a period of Two Years from the Date of Completion of implementation as per the Implementation Plan annexed hereto and shall be deemed to be renewed automatically for further consecutive periods of one year each, unless either party terminates the Contract according to clause 28 of Termination of Contract annexed hereto.
- 2.2 The following documents attached hereto shall be deemed to form an integral part of this Contract and for the avoidance of doubts, the order of precedence of the various parts of the Contract in the event of any conflict or inconsistency shall be (in order):
 - a. The E-Agent's Bid
 - b. The following Appendices;
 - Appendix A: Description of the Services
 - Appendix B: Key Personnel and Subcontractors
 - Appendix C: Bidders Response to the Compliance Sheet
 - c. Project Implementation Plan
 - d. Awarding Letter dated xx.xx.2026 issued by the DLB

- e. Acceptance Letter dated xx.xx.2026 submitted by the E-Agent
- f. Performance Guarantee submitted by the E-Agent on 23rd May 2017

3. COMMISSION PAYMENTS

3.1 The commission payable to the E-Agent shall be **based on the commission rate specified in the E-Agent's bid document** or the **negotiated rate mutually agreed upon and approved by DLB** prior to the signing of this Agreement. This approved rate shall apply to the sale of all e-lottery products operated under this Agreement, including e-draw lotteries and e-instant lotteries.

3.2 DLB reserves the right to revise the applicable commission rate in future in accordance with Government policies, Ministry directives, or decisions of the DLB. Any such revision shall be notified in writing to the E-Agent, and the revised rate shall become effective from the date specified in such notice.

3.3 For clarity, the current commission rate applicable to this Agreement is the rate approved under the Letter of Award issued by DLB to the E-Agent, which forms an integral part of this Agreement.

3.4 Variation of Commission and Conditions

- a. The DLB may, from time to time, issue e-lottery tickets at prices other than those specified in Clause 3.1 and the commission payable to the E-Agent in respect of such tickets shall be determined by the DLB in accordance with its prevailing rules.
- b. Any e-instant lottery tickets purchased by the E-Agent on the basis of a bank guarantee or credit, for which payment has been made but no sales report has been submitted to the DLB, shall be deemed to have been sold by the E-Agent; notwithstanding such deemed sale, no commission shall be payable to the E-Agent in respect thereof.

4. OBLIGATIONS OF THE DLB

4.1 The DLB shall be responsible for the planning, distribution, supervision, and coordination of all e-lottery ticket-related activities.

4.2 The DLB shall determine the price of the e-lottery tickets and the commission payable in respect of their sale as per clause no 3.2 (a).

4.3 The DLB shall conduct and manage the lottery draws and shall be responsible for the publication of the results thereof.

4.4 The DLB shall ensure that prize monies are disbursed either directly to the winners, through authorized E-Agents, or at the Head Office of the Development Lotteries Board.

4.5 The DLB shall oversee all promotional and marketing activities related to the e-lottery, which shall be conducted by the E-Agent.

4.6 The DLB has the right to conduct advertising campaigns such as Tv, Radio, Press, social media, Outdoor when necessary.

4.7 The DLB shall act as the DLB authority and adjudicator with respect to the execution and supervision of the aforementioned responsibilities.

5. OBLIGATIONS OF THE E-Agent

5.1 The E-Agent shall distribute e-draw lottery/ e-instant scratch off lottery tickets within Sri Lanka or outside Sri Lanka, in this Agreement in accordance with the prices and terms as determined by the DLB.

5.2 The E-Agent shall comply with all instructions, directives, and orders issued by the DLB from time to time with regards to the e-draw lottery and e-instant scratch off lottery.

5.3 The E-Agent shall issue e-lottery tickets to authorized sub E-Agents using only the software provided by the E-Agent, ensuring that the issuance is properly recorded in the DLB's lottery management system at the time of

distribution or issuing. Under no circumstances shall **ticket number duplication** occur. In the event of any duplication whether due to system error, negligence, or any other reason the E-Agent shall be **fully liable** to compensate the DLB for any **resulting financial loss**, including **additional prize payments or claims** arising therefrom.

5.4 The E-Agent shall maintain sufficient stock of e-instant lottery/e-draw lottery tickets to ensure uninterrupted supply sub E-Agents or customers in the market and shall manage inventory to meet the anticipated demand.

5.5 The E-Agent shall submit details of prizes disbursed to e-lottery winners by E-Agents/sub E-Agents within the prescribed limits and shall ensure reimbursement of such prizes to the DLB.

5.6 The E-Agent shall maintain a properly organized office in accordance with the guidelines issued by the DLB and shall bear all associated owned operational expenses.

5.7 The E-Agent shall maintain stock and sales reports and provide portal read only access to the DLB for their operation.

5.8 The E-Agent shall bear all expenses incurred in the performance of its duties under this Agreement and shall be fully responsible for the conduct of any employees assigned to assist in such performance.

5.9 The E-Agent shall provide full cooperation and support for all sales and promotional programs organized, If any, by the DLB.

6. BANK GUARANTEE AND CREDIT TRANSACTIONS

6.1 The DLB shall issue lottery tickets against a bank guarantee of not less than Sri Lankan Rupees Two Million (LKR 2,000,000/-) in its name or a bank guarantee of equivalent value issued by a commercial bank recognized by the Central Bank of Sri Lanka.

6.2 Should the E-Agent wish to increase or decrease the initial bank guarantee, a written request must be submitted to the Chairman/CEO of the DLB. Upon reviewing the relevant market segment of the E-Agent, the Chairman/CEO of the DLB shall provide a written response within fourteen (14) days, specifying whether the requested adjustment to the bank guarantee is approved or denied.

6.3 In the event the E-Agent owes any amount to the DLB, the DLB shall be entitled to recover such sum, wholly or in part, from the bank guarantee without prior notice. Any amount recovered from the bank guarantee shall be notified in writing to the E-Agent at the address specified in this Agreement.

6.4 The E-Agent shall ensure that all transactions secured under the bank guarantee are duly settled, either in cash or through the bank, prior to the expiry of the guarantee period, in full compliance with applicable laws.

6.5 If the E-Agent proposes to replace the existing bank guarantee with a guarantee from another bank, the E-Agent shall first fully settle the value of the existing stock secured under the original bank guarantee.

6.6 With respect to credit provided for e-instant scratch off lottery tickets, the DLB shall have the right to impose penalty charges on the E-Agent, calculated at the prevailing bank interest rate, for each day beyond the prescribed settlement period.

6.7 All monetary settlements for e-lottery tickets issued under the bank guarantee must be made either in cash or by remitting the corresponding winning tickets to the DLB.

6.8 Payments due for each e-lottery draw (i.e., Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday) must be remitted to the DLB by 3:30 PM on the relevant day. Failure to make timely payment shall result in the forfeiture of the E-Agent's entitlement to commissions on the distributed stock, in accordance with the conditions established by the DLB. Additionally, the DLB shall be entitled to recover the value of any unpaid stock from the bank guarantee held by the E-Agent.

7. DISTRIBUTION

7.1 Orders for e-lottery/e-instant scratch off lottery placed with the DLB shall be properly completed and sent via the web portal of DLB by using the relevant Order Form in accordance with prescribed procedures.

7.2 Appointment of Sub-Agents

7.2.1 The E-Agent shall have the right to appoint sub-agents through its system, subject to the prior consultation and approval of the DLB.

7.2.2 The E-Agent shall have the discretion to determine the commission structure and payment terms applicable to such sub-agents.

7.2.3 The DLB shall have no responsibility or liability whatsoever for the payment of commissions, remuneration, or any other financial obligations arising in favor of the sub-agents appointed by the E-Agent. All such payments and commitments shall be the sole responsibility of the E-Agent.

7.3 The E-Agent shall verify that all invoiced e-lottery tickets have been properly received and confirmed to the DLB, via the web portal of DLB.

7.4 Details of e-instant lottery tickets sold to sub E-Agents, including the name and registration number of the Sub E-Agent, the issued ticket numbers, quantities, and corresponding value (whether in cash or redeemed tickets), shall be submitted to the DLB within the prescribed time frame through the provided APIs.

7.5 In circumstances where the E-Agent acts through an authorized representative:

- a. The E-Agent shall remain fully responsible for all transactions and activities performed by the representative during issuing or selling, and the DLB shall assume no liability in this regard.

8. SETTLEMENT OF TRANSACTIONS

8.1 All monies corresponding to e-draw lottery tickets sold on a given day shall be remitted to the DLB by 3:00 p.m (or time defined by the DLB for that particular day for special reason), and all monies corresponding to e-instant scratch-off lottery tickets shall be remitted by midnight (23:59h) on the same day; failure to comply with either requirement shall entitle the DLB to deduct twenty-five percent (25%) from the total commission due to the E-Agent.

9. SALE AND RETURN OF STOCK

9.1 The E-Agent shall distribute e-lottery tickets to the Sub E-Agents for sale no later than 3:00 p.m. on the day of the draw, after which ticket distribution shall cease, and all returns shall be notified to the DLB by 3:30 p.m. on the same day.

9.2 All e-lottery tickets issued by the DLB to the E-Agent for a particular draw shall be distributed to Sub E-Agents sequentially, starting from the lowest serial number in each ticket batch issued by the DLB. Any unsold tickets shall be returned through the E-Agent's system and duly notified via the designated APIs. Ticket sales may continue until 6:30 p.m. on the respective draw day, after which all sales shall cease immediately. The E-Agent shall bear the full cost of any remaining unsold tickets after the cutoff time.

9.3 The E-Agent shall have no entitlement to any bonus, promotional items, or any other economic benefit in addition to the commission payable by the DLB for the sale of e-lottery tickets.

10. REIMBURSEMENT OF PRIZE MONIES

10.1 The E-Agent shall be responsible for the verification of prize monies ranging from LKR 40/- to LKR 250,000/- (inclusive) for both e-draw and e-instant scratch off lottery using the computer system. The E-Agent shall procure, at its own responsibility, all necessary software systems for this purpose in accordance with the specification given with the bidding document. All required software programs shall be provided by the E-Agent and it/should integrated with the lottery management information system of DLB.

10.2 The E-Agent shall ensure that all verified prize monies within the range of LKR 40/- to LKR 250,000/- and the corresponding e-lottery tickets information are securely maintained until the deadline prescribed by the DLB. The E-Agent shall provide the requested information to the DLB whenever required within such period.

10.3 The E-Agent shall pay the winning prize money to winners immediately upon request. In exceptional circumstances where a winner requests the prize to be transferred to a bank account, mobile wallet, or applied toward a mobile bill payment, such payment or transfer shall be completed within one (01) working day from the date of the request. In the event of any unavoidable issue, the E-Agent may take a maximum of three (03) days to complete the payment. In case of any customer complaint regarding non-payment or undue delay, the DLB reserves the right to suspend the E-Agent's authorization after conducting a proper investigation and obtaining management approval.

11. TRANSACTIONS WITH SUB AGENTS

11.1 No e-lottery tickets shall be issued for sale to any person who is not a registered Sub Agent of the system of E-Agent (e-draw or instant scratch off lottery) and lottery management system of DLB.

11.2 The E-Agent shall not, under any circumstances, conduct any transaction with the sub E-Agent that deviates from the instructions issued by the DLB.

12. APPROVALS OF THE ADVERTISING AND PROMOTIONAL CAMPAIGN

12.1 All advertising messages released on behalf of the DLB must be approved by authorized members of the DLB.

12.2 Before proceeding with execution / release will be submitted to the "DLB" for approval.

12.3 All creative materials published on social media platforms shall be developed in accordance with the instructions and guidelines issued by the DLB. All visuals, artworks, storyboards, and production materials must uphold the reputation and public image of the Development Lotteries DLB. Any form of backfiring, misleading, or reputationally damaging marketing activity is strictly prohibited. In the event that any creative material or related activity adversely impacts the reputation of the DLB, the DLB Management reserves the right to immediately suspend the E-Agent's authorization pending further investigation.

12.4 All creative materials intended for Above-the-Line (ATL) advertising, including but not limited to television, radio, print, and outdoor media, shall be submitted for prior approval from the DLB before publication or broadcast.

13. UNDERTAKING, WARRANTIES AND REPRESENTATIONS OF THE E-Agent

13.1 E-Agent specifically undertakes, represents and warrants to the DLB that the Services provided herein:

13.1.1 Shall not cause infringement or violation of any intellectual property rights or other rights including copyright, right to privacy/publicity. Any legal matters or claims arising out of said creative will be the liability of the E-Agent.

13.1.2 Shall comply with all applicable laws, ordinances, rules, regulations and guidelines in effect provided / issued by the Government of Sri Lanka; The creative shall not be obscene, blasphemous, libelous, or defamatory toward any person, firm, or company.

13.1.3 Shall comply with the directions, guidelines, policies, processes, directives, notifications and such other communications that DLB may notify in writing to E-Agent from time to time with reference to the Scope of Services herein.

13.2 Intellectual Property and Indemnity

13.2.1 The E-Agent shall utilize software related to the E-Lottery distribution system.

13.2.2 All copyrights, patent rights, intellectual property rights, and ownership rights pertaining to such software shall remain the property of the E-Agent, and if E-Agent uses the E-Agent software/ hardware, such agreement should be declared to the DLB.

13.2.3 The DLB shall have no responsibility or liability whatsoever in respect of the said software or any rights connected thereto.

13.2.4 In the event of any claim, dispute, or legal action arising in the future in connection with such software or related intellectual property rights, the E-Agent shall:

- a. Bear full responsibility for the same; and
- b. Indemnify and hold the DLB harmless from and against any and all losses, damages, costs, expenses, or liabilities arising therefrom.

14. INDEMNITY

E-Agent should be provided Indemnity Insurance cover from a reputed Insurance company registered under Insurance Board of Sri Lanka as mentioned below.

14.1 The E-Agent shall obtain and maintain a Professional Indemnity Insurance Policy from a reputed insurance company registered under the Insurance Regulatory Commission of Sri Lanka (IRCSL), as specified below.

14.2 Where any e-draw lottery tickets or e-instant scratch-off tickets issued or transferred to the DLB database are found to be duplicated, altered, or deviated in any manner from the authorized ticket numbering sequence, game combinations, or approved prize patterns, whether during data transfer, system operation, or sale to Sub E-Agents or customers, and such deviation results in unauthorized or duplicate prize payments, the E-Agent shall bear full responsibility and liability for all such losses.

14.3 In such cases, the E-Agent shall immediately reimburse or indemnify the DLB for the entire value of the prize(s) wrongly paid, along with any associated administrative or reputational costs incurred by the DLB. Any additional costs or claims arising from willful act, omission, error, fault, or negligence in the process of production, data transfer, ticket issuance, or system operation shall likewise be fully met by the E-Agent.

14.4 The selected E-Agent shall submit a Professional Indemnity Insurance Policy covering the following minimum insurance values, prior to signing the Agreement. The insurance premium shall be borne solely by the E-Agent.

L/N	Brand Name	Minimum Insurance Value (LKR)
1	Lagna Wasanawa	15,000,000.00
2	Kapruka	162,500,000.00
3	Ada Kotipathi	56,500,000.00
4	Super Ball	56,000,000.00
5	Sasiri	1,000,000.00
6	Shanida	55,000,000.00
7	Supiri Dhana Sampatha	24,000,000.00
8	New Draw Lottery Ticket No. 1	5,000,000.00
9	New Draw Lottery Ticket No. 2	2,500,000.00

14.5 The DLB shall be indemnified against any financial loss or prize liability resulting from such duplicate ticket issuance, numbering deviations, data manipulation, or unauthorized transactions, whether intentional or due to negligence.

14.6 A clearly worded Certificate of Insurance, together with a reinsurance confirmation from a recognized reinsurance company, shall be submitted prior to signing of the Agreement.

14.7 The DLB reserves the sole right to increase or decrease the required insurance values as deemed necessary from time to time. Upon such request, the E-Agent shall enhance and resubmit the updated insurance policy at their own cost within the period specified by the DLB.

15. ETHICS AND CODE OF CONDUCT

The parties will conduct all their dealings in a very ethical manner and with the highest business standards. The parties will endeavor to comply with all relevant regulations and codes including any codes of conduct of relevant advertising industry bodies in relation to the provision of the Services.

15A. MISCONDUCT AND REPUTATIONAL DAMAGE

15A.1 Definition of Misconduct

For the purposes of this Agreement, “Misconduct” shall include, but shall not be limited to, any of the following acts or omissions on the part of the E-Agent or its employees, representatives, or sub-agents:

- a. Any fraudulent, dishonest, deceptive, negligent, or illegal act;
- b. Any misrepresentation of the DLB, its products, services, processes, systems, or policies;
- c. Abuse, manipulation, or unauthorized use of the DLB’s systems, platforms, data, funds, confidential information, or customer details;
- d. Harassment, intimidation, misconduct, or any unethical behavior toward customers, DLB staff, or other agents;
- e. Failure to comply with any applicable laws, regulations, licensing requirements, directives, or guidelines issued by the Government or the DLB;
- f. Breach of confidentiality, data protection, system security, or privacy obligations under this Agreement;
- g. Any act, omission, publication, communication, marketing material, or operational conduct that may cause, or is likely to cause, reputational damage, loss of public trust, or adverse publicity affecting the DLB.

15A.2 Rights of the DLB in the Event of Misconduct

Without prejudice to any other rights or remedies available to the DLB, if the DLB reasonably determines that the E-Agent has engaged in Misconduct as defined herein, the DLB shall have the right to:

- a. Immediately suspend or terminate this Agreement, with or without prior notice, depending on the severity of the Misconduct;
- b. Withhold any pending commissions, reimbursements, or other payments until the completion of an investigation;
- c. Recover from the E-Agent any losses, damages, penalties, liabilities, claims, reputational injury, or costs (including legal and administrative costs) incurred by the DLB as a result of such Misconduct;
- d. Notify, report, or refer the matter to any law enforcement authority, regulatory body, or Government authority, where required or deemed appropriate by the DLB.

15A.3 Investigation Procedure

- a. The DLB may conduct an internal investigation into any alleged Misconduct. The E-Agent shall extend full cooperation to the DLB and shall, upon request, promptly provide all records, documents, system logs, access credentials, data, statements, or any other information required for the purpose of such investigation.
- b. Failure to cooperate shall itself constitute a breach of this Agreement.

15A.4 Reputational Damage

Where any act or omission of the E-Agent, whether intentional, negligent, or otherwise, results in reputational damage or adverse publicity to the DLB, including but not limited to errors in marketing communication, misleading promotions, unethical business practices, system failures attributable to the E-Agent, or any public misrepresentation:

- a. The DLB shall have the right to immediately suspend the operations of the E-Agent pending inquiry;
- b. Upon conclusion of the investigation, the DLB may terminate this Agreement forthwith;
- c. The E-Agent shall reimburse the DLB for all direct or indirect losses, including but not limited to damage to reputation, penalties, administrative expenses, and any associated costs incurred by the DLB.

15A.5 No Liability for Termination

The DLB shall bear no liability whatsoever—financial or otherwise—for any loss, damage, claim, or compensation arising from the suspension or termination of this Agreement due to Misconduct, whether proven or reasonably suspected.

15A.6 Survival of Obligations

The provisions relating to confidentiality, data protection, indemnification, liability for losses, and cooperation with investigations shall survive the termination or expiry of this Agreement.

16. FORCE MAJEURE

- 16.1 Except as provided herein no party shall be liable to the other for any delay in the performance or any non-performance of any of its obligations hereunder (and shall not be liable for any loss or damages caused thereby) where the same is occasioned by any cause whatsoever that is beyond its control including but not limited to an Act of God, war, civil disturbance, requisitioning, fire or accident, shipwrecks. Should any such event occur, “DLB” may rescind or at its own discretion suspend performance for up to six months without incurring any liability for any loss or damages thereby occurred.
- 16.2 The party affected by Force Majeure shall take all necessary steps to mitigate the event of Force Majeure.

17. ARBITRATION

- 17.1 The language to be used in proceedings shall be English.
- 17.2 Any notice required to be served on the parties hereto shall be in writing and shall be sufficiently served if sent by registered post acknowledgment due or personally delivered at the following addresses, or any changed address as communicated by either of the party to the other:

In the case of marketing – DGM (Marketing) of DLB - Mr. D.D.Chanaka.Damminda
In the case of finance – DGM (Finance) of DLB - Mr. Kasun Jayasooriya
In the case of sales – AGM (Sales) of DLB - Mr. Malinda Balagalla
In the case of IT – AGM (IT) of DLB - Mr. Madura Harshana

Nominate another person who is in charge of this project/business operation from the E-Agent.

- 17.3 The parties hereto acknowledge, declare and confirm that this Agreement represents the entire Agreement between them regarding the subject matter hereof and no alterations, additions or modifications hereto shall be valid and binding unless the same are reduced to writing and signed by both parties. This agreement can be renewed between the parties by mutual consent in writing only.
- 17.4 Both Parties hereto represent and warrant to each other that; the signatories of both parties are entitled to sign on behalf of both Parties and the rights and obligations of both parties shall be legally valid and binding and enforceable on both Parties.

18. CONFIDENTIALITY

- 18.1 The agency and its employees, E-Agents and /or any personnel/ representatives will maintain complete confidentiality of any work assigned. The agency will regard as trade secret and maintain in the strictest confidence all information and material given to the agency by the “DLB” in relation to the brands assigned to the agency, as well as the work the agency will perform for the DLB and the brands assigned to the agency. The agency shall ensure that its employees and E-Agents adhere to these confidentiality norms strictly.
- 18.2 Each Party to this Agreement shall use its best efforts to keep in strict confidence, and shall bind all of its employees and E-Agents to keep in strict confidence, all commercial and technical information in whatever form acquired by it (whether directly or indirectly) from or concerning any other Party under this Agreement or in connection with the performance under the Agreement (hereinafter called "Confidential Information"). No Party shall utilize such confidential Information for any purposes other than those contemplated in this Agreement. Further, no party shall at any time disclose any confidential Information to any E-Agent for any purposes other than those contemplated in this Agreement without the prior written consent of the other Party. The following information shall be excluded from the foregoing scope of Confidential Information.
- a. Information which at the time of disclosure is generally available to the public;
 - b. Information which after disclosure becomes generally available to the public through no fault of the receiving party;
 - c. Information which the receiving party can show was in its possession prior to disclosure and which was not acquired directly or indirectly from the other party;
 - d. Information which the receiving party can show was received by it after the time of disclosure from any party outside the Agreement without any obligation of confidentiality and which was not acquired directly or indirectly from the other party.
 - e. Or Information which the party concerned shall be compelled to divulge if required by Law.

19. MODIFICATION

No amendment, modification or addition to this Agreement or the Annexure appended hereto shall be effective or binding on either of the Parties unless set forth in writing and executed by them through their duly authorized representatives.

20. DISCLAIMER OF LIABILITY

“Notwithstanding any provision contained in this Agreement to the contrary, the Agency hereby acknowledges and confirms that the “DLB “will and is entitled to rely on the accuracy and completeness of all the representations, warranties or statements made by the Agency in connection with its ownership of intellectual property rights subsisting and the “DLB” accepts no liability whatsoever (whether in tort or contract or otherwise) for any loss, claims or damage arising from any inaccuracies or omissions from such representations, warranties or statements and Contractor will indemnify the “DLB “if any.

21. WAIVER

The failure, with or without intent, of either Party to insist upon the performance by the other Party, of any term or stipulation of this Agreement, shall not be treated as, or be deemed to constitute, a modification of any terms or stipulations of this Agreement. Nor shall such failure or election be deemed to constitute a waiver of the right of such Party, at any time whatsoever thereafter, to insist upon performance by the other, strictly in accordance with any terms or provisions hereof.

22. SEVERABILITY

Should any part of this Agreement be declared illegal or unenforceable, the Parties will co-operate in all ways open to them to obtain substantially the same result or as much thereof as may be possible, including taking appropriate steps to amend, modify or alter this Agreement. If any term or provision of this Agreement shall be hereafter declared by a final adjudication of any tribunal or court of competent jurisdiction to be illegal, such adjudication shall not alter the validity or enforceability of any other term or provision unless the terms and provisions so declared are expressly defined as conditions precedent or as of the essence of this Agreement, or comprising an integral part of, or inseparable from the remainder of this Agreement.

23. ENTIRE AGREEMENT

This AGREEMENT supersedes all oral and written representations and agreements between the parties including, but not limited to any earlier Agreement relating to the subject matter thereof any other Agreement between the parties in relation to the subject matter thereof. However, this AGREEMENT will not relieve the parties from their respective rights and obligations against each other arising out of or in connection with any previous Agreement.

24. INDEPENDENT RIGHTS

Each of the rights of the Parties under this Agreement are independent, cumulative and without prejudice to all other rights available to them, and the exercise or non-exercise of any such rights shall not prejudice or constitute a waiver of any other right of the Party, whether under this Agreement or otherwise.

25. COUNTERPARTS

This Agreement shall be executed in two (2) counterparts, one (1) each to be retained by the respective Parties. Each counterpart shall be treated as an original and shall be capable of being enforced without reliance on the other counterparts as an original document.

26. OTHER DOCUMENTS

The parties shall admit that the Bid document, letter of appointment and the other documents related to this.

27. INTERPRETATION

The headings and captions of the clauses and paragraphs of this Agreement shall be for convenience and reference only. To the extent there are any conflicts or inconsistencies between this Agreement and any Statement of Work, the provisions of this Agreement shall prevail, unless specified to the contrary in the relevant Statement of Work.

28. TERMINATION OF AGREEMENT

28.1 Voluntary Termination by the E-Agent

Should the E-Agent wish to voluntarily withdraw from this Agreement and terminate their position as an electronic-agent, the E-Agent shall provide the DLB with written notice by registered mail at least thirty

(30) days in advance. Upon the DLB's satisfaction that all relevant transactions, including winner prize payments and all outstanding payments to be done to the DLB have been duly settled, the E-Agent may withdraw from the Agreement following a written notification issued by the DLB.

28.2 Termination for Cause

The DLB shall have the authority to suspend or terminate this Agreement if any of the following circumstances are established:

- a. The E-Agent engages in the sale of e-lottery tickets other than those operated by the Development Lottery Board and the National Lottery Board, or participates in any other lottery games/any kind of e-lottery or institutions not authorized by the DLB.
- b. Directly or indirectly interferes with the administrative functions of the DLB, either individually or collectively.
- c. Fraudulently misappropriates e-lottery tickets or proceeds brought in by the E-Agent.
- d. Charge Illegal commission in connection with the payment of lower/ middle tier/s prizes for draw or e-instant lottery tickets.
- e. Violates the provisions of Clauses 11.1 or 11.2 of this Agreement.

28.3 Notice of Breach

If the E-Agent breaches any bidding condition or conditions of this Agreement apart from those specified in Clause 27.2, the DLB shall notify the E-Agent of such breach. If the breach is not remedied within thirty (30) days of such notification, the DLB shall have the right to terminate the Agreement.

28.4 Criminal Proceedings

If the E-Agent becomes subject to criminal charges, the DLB shall have the authority to conduct an internal investigation and decide whether to suspend or terminate the position of the E-Agent ship.

28.5 Conviction by Court

In the event that an E-Agent is judicially found guilty in a criminal case, their position as E-Agent shall be automatically terminated with immediate effect from the date of such conviction.

29. NOTICES

All notices and communications relating to this Agreement shall be in writing and shall be delivered either by email or by registered post. Notices intended for the DLB shall be addressed to the Chairman of the DLB at the address specified for the DLB herein. Notices intended for the E-Agent shall be addressed to the personal attention of the E-Agent at the address specified for the E-Agent herein.

Notices to the DLB:

E-mail :

Notices to the E-Agent:

E-mail :

30. JURISDICTION

Since the DLB office of the Development Lottery Board is situated in Colombo, both Parties agree that in the event of any legal dispute arising out of or in connection with this Agreement, the competent courts of Colombo shall have exclusive jurisdiction to hear and determine such disputes.

31. MISCELLANEOUS PROVISION

31.1 The E-Agent/e-sub agent are not employees of the DLB and shall be considered independent contractors. Nothing in this Agreement shall be construed as conferring upon them any right, title, or claim to employment with the DLB.

31.2 The E-Agent/e-sub agent shall have no authority under this Agreement to enter into any agreements or arrangements with any E-Agent relating to matters pertaining to the DLB.

The DLB and the E-Agent, having affixed their common seal hereto, have executed this Agreement and any other related documents on this ____ day of _____, 20__, at Colombo.

The DLB

Chairman/CEO – Development Lottery Board

.....

(Signature & Seal)

Witness

1. Name and Address of Witness

General Manager – DLB

.....

(Signature & Seal)

NIC No :
Name :
Address :

2. Name and Address of Witness

Deputy General Manager (Marketing) - DLB

.....

(Signature & Seal)

NIC No :
Name :
Address :

The E-Agent

.....

(Signature & Seal)

Name:
Address:

Witness

1. Name and Address of Witness

.....

(Signature)

NIC No :
Name :
Address :

2. Name and Address of Witness

.....

(Signature)

NIC No :
Name :
Address :

Section IV. Activity Schedule

The Service Provider shall provide project completion details, information about the project background, specifications, work flow, activities, and service level requirements etc.

VIEW ONLY

Deliverables and timeline

List of Goods and Delivery Schedule

[The Purchaser shall fill in this table, except for the column "Bidder's offered Delivery date" to be filled by the Bidder]

Line Item No	Description	Final (Project Site) Location as specified in BDS	Delivery Date	
			Latest Delivery Date	Bidder's offered Delivery date <i>(to be provided by the bidder)</i>
01	Selection of mobile based e-lottery Agents	DLB Colombo 02	Within 06 months from the signing of the agreement	
02	Selection of SMS based e-lottery Agent	DLB Colombo 02	Within 06 months from the signing of the agreement	
03	Selection of Web based e-lottery Agent	DLB Colombo 02	Within 06 months from the signing of the agreement	
04	Selection of KIOSK/POS Agent	DLB Colombo 02	Within 06 months from the signing of the agreement	
05	Selection of WhatsApp Bot Agent	DLB Colombo 02	Within 06 months from the signing of the agreement	
06	Selection of Scratch Lottery Game (e-Instant) Agent	DLB Colombo 02	Within 06 months from the signing of the agreement	

.....

Bidders Signature with Seal

Deliverable Related to Project Management

1. Project Documentation

1.1. The Supplier / Contractor shall submit a Project Initiation Plan to achieve the following objectives:

1.1.1. Establish the governance model and the controlling body of the project to facilitate project management.

1.1.2. Ensure the roles and the corresponding responsibilities for each of the parties involved on this project are clearly communicated and understood, and the respective requirements met; and

1.1.3. Affirm project steps, timeframe, milestones and expectations.

1.2. A Detailed Implementation Plan / Documents shall be drawn by the Supplier.

1.3. The following shall be included and submitted within a week of Agreement:

1.3.1. Detail Implementation arrangements

1.3.2. Testing arrangements

1.3.3. Verification and Validation arrangements

Abbreviations and Acronyms

Abbreviation	Full Form	Description / Context
DLB	Development Lotteries Board	The government agency issuing this bidding document.
NCB	National Competitive Bidding	A procurement method under Sri Lankan government regulations.
CBSL	Central Bank of Sri Lanka	Regulator for financial services, including e-wallets and digital payments.
TRCSL	Telecommunications Regulatory Commission of Sri Lanka	Regulates telecommunications services and SMS gateways.
NIC	National Identity Card	National Identity Card
KYC	Know Your Customer	Identity verification process.
SMS	Short Message Service	Used as a platform for e-lottery ticket purchases.
POS	Point of Sale	Hardware/software system to process transactions, sometimes used in lottery sales.
PWA	Progressive Web Application	Web application with mobile-app-like features.
OTP	One-Time Password	Authentication method often sent via SMS or email.
API	Application Programming Interface	Used for integration with backend systems or payment platforms.
2FA	Two-Factor Authentication	A login security mechanism combining two forms of verification.
3DS	3D Secure	Security protocol for online card payments.
GDPR	General Data Protection Regulation	EU regulation for data privacy, referenced for data handling practices.
OWASP	Open Worldwide Application Security Project	Referenced for secure software practices and vulnerability testing.
SLA	Service Level Agreement	Defines service quality expectations and deliverables.
JV	Joint Venture	Partnership between two or more companies bidding together.
ITB	Instructions to Bidders	Section in the bidding document providing procedural guidance.
BDS	Bidding Data Sheet	Contains project-specific data supplementing ITB clauses.
E-Commerce	E-Commerce Platform	Digital solution that enables businesses to buy and sell products or services online, manage payments, inventory, and customer interactions through a secure and user-friendly interface.
FinTech	Financial Technology	Category covering platforms developments to used to provide a financial product or service to financial markets
MarTech	Marketing Technology	Platforms used for digital engagement and campaigns.
WAF	Web Application Firewall	Used to prevent web-based threats and vulnerabilities.
TLS	Transport Layer Security	Encryption protocol used for secure communication.
POC	Proof of Concept	Realization of a certain idea or method
UX	User Experience	Focused on design and ease of use in apps/web.
UI	User Interface	Visual part of web/mobile apps used by customers.
LKR	Sri Lankan Rupees	Official currency used in all cost references.
e-Lottery	Electronic Lottery	Refers to digitally enabled lottery systems.
WLA	World Lottery Association	Global professional association of state-authorized lotteries and gaming organizations.

General Requirements

1. Functional Requirements for e-lottery sales & distribution Platform

The **Development Lotteries Board (DLB)** is undertaking a strategic initiative to modernize and expand its lottery distribution network through the implementation of a secure, scalable, and user-friendly **digital e-lottery platform**. This transformation is aimed at enhancing accessibility for customers, improving operational efficiency, and increasing revenue generation by leveraging modern digital technologies.

This proposal outlines the sale of **existing passive lotteries** and **instant scratch-off lotteries** through electronic channels such as **mobile applications, SMS, web platforms, IVR, and WhatsApp**. While current passive lottery operations will continue as they are, **selected vendors/Agents will be authorized to sell these existing lotteries electronically**, along with any **future lottery products** introduced by the DLB. All existing lottery products must be sold electronically in full and partial sales by selected lottery brands will not be permitted.

The proposed digital solution will facilitate the **sale and distribution of both Draw Lotteries and Instant Scratch Lotteries** through multiple channels, providing a seamless and convenient user experience. The scope of the project includes the design, development, deployment, and ongoing operation of one or more of the following platforms:

1. Web Platform
2. Mobile Application
3. SMS-based Lottery System
4. WhatsApp Bot
5. KIOSK/POS-based Solutions
6. Scratch Lottery Game (e-Instant)

If a bidder identifies any potential distribution channels beyond those listed, they are encouraged to propose such channels. DLB may consider the suggestions and provide the necessary content and support to proceed accordingly.

All platforms must operate in full compliance with regulatory requirements, including those issued by the **Central Bank of Sri Lanka (CBSL)**, the **Telecommunications Regulatory Commission of Sri Lanka (TRCSL)**, and the **Sri Lanka Data Protection Act**. In addition, vendors must integrate with the APIs provided by the DLB and strictly adhere to all security standards and guidelines issued by the DLB.

This is a **non-exclusive contract**, and DLB reserves the right to **appoint one or multiple Agents** at its sole discretion, based on the evaluated capabilities of each organization. Furthermore, DLB retains the authority to **suspend or terminate the sales operations** of any appointed agent if their performance is deemed unsatisfactory over a reasonable period of time.

Additionally, DLB reserves the right to enter into new contracts with other parties in the future for online lottery initiatives. The scope of this tender is limited strictly to passive digital lotteries, and selected bidders under this contract shall not have any automatic entitlement to participate in future projects involving different scopes or platforms.

The Development Lotteries Board (DLB) seeks to collaborate with **capable and experienced service providers who can deliver and manage a robust, end-to-end digital lottery ecosystem**. Proposed solutions must demonstrate high standards of **security, interoperability**, and nationwide operational scalability to ensure reliable service delivery across a diverse customer base. Additionally, bidders should possess the capability to **expand lottery sales beyond national borders**, with a particular focus on reaching the Sri Lankan diaspora.

1.1 Web Platform

The **Web Application Platform** will serve as a key digital interface for Sri Lankan citizens and the diaspora to securely participate in **Draw Lotteries** and **Instant Scratch Lotteries** offered by the **Development Lotteries Board (DLB)**. Designed as a **responsive, browser-independent platform**, it must be accessible via desktops, tablets, and smartphones, ensuring an inclusive and consistent user experience across all devices.

To enhance accessibility and engagement, the platform should be developed as a **Progressive Web Application (PWA)** or include similar mobile-responsive features, delivering an app-like experience without requiring a download.

The system must support **KYC-compliant registration**, allowing users to register using their **NIC and mobile number**, and optionally their **email**. Users should be able to browse available lottery products, purchase tickets, and receive **real-time confirmations** for all transactions. A secure and user-friendly dashboard must allow users to view ticket history, prize winnings, redemption status, and e-receipts.

The platform must integrate **multiple CBSL-approved payment options**, including **JustPay, credit/debit cards, and bank accounts**. **3D Secure (3DS)** must be enforced for all card payments, and strong verification mechanisms should prevent the use of fraudulent or third-party cards. The system must also support **winnings transfers, wallet-based purchases, and automatic rollback of failed transactions**.

All data in transit must be encrypted (TLS 1.3 or higher), and the platform must fully comply with the **Sri Lanka Data Protection Act, CBSL payment regulations, and TRCSL guidelines**. The application must maintain **detailed audit trails and access logs**, including **user IP tracking** and session handling in compliance with **GDPR**. Use of **cookies** must be transparent and consent-based.

To ensure operational integrity and public trust, the platform must feature:

- **Two-Factor Authentication (2FA):** Mandatory for user account access to enhance security.
- **Social Login Integration:** Support for identity providers such as Facebook, Google, LinkedIn, and Apple, allowing users to log in securely via trusted platforms.
- **Web Application Firewall (WAF):** Implementation of a WAF and additional security measures aligned with the OWASP Top 10 to protect against common web-based threats.
- **Secure API Integration:** All integrations with DLB's backend systems must be conducted through secure, authenticated APIs.
- **Sensitive Asset Protection:** Strict access controls must be enforced over critical assets such as API keys, passwords, and digital certificates.
- **Post-Release Security Audits:** A comprehensive security audit must be conducted by an independent and reputable firm following system deployment.

The system must also support **Sinhala, Tamil, and English** language interfaces, enable the **diaspora to securely access the platform**, and deliver **e-receipts** via **email, WhatsApp**, or other digital channels per user preference.

The **Web Application Platform** is expected to deliver a **highly secure, scalable, and user-centric solution**, enabling DLB to modernize its lottery distribution while upholding national and international standards of security, compliance, and digital service quality.

Weightages have been defined based on DLB's requirements. Bidders are required to refer to the following weightage definitions when completing the compliance sheet.

Weightage Legend		
Weightage	Symbol	Explanation
Knockout	K	Refers to a functionality that is considered as mandatory and has to be implemented. Failure to implement could have a high impact to the operating effectiveness of the system.
Business Critical	B	Refers to a functionality that is critical to the business scenarios within the lottery industry.
Desirable	D	Refers to a functionality that is desirable and not mandatory in nature, but having such function would be an added perk to the overall operating effectiveness of the system.

Compliance Sheet for Bidders – WEB PLATFORM

Bidders intending to offer lottery sales through the Web Platform must complete this Compliance Sheet. They are required to confirm adherence to each requirement and provide relevant clarifications where necessary

No.	Web Platform Requirement Description	Weight	Compliance (Yes/No)	Remarks (Mandatory if No)
1	The web platform shall facilitate secure online transactions for the sale, issuance, and redemption of either Draw Lotteries, Scratch Lotteries, or both, depending on the lottery type offered.	K		
2	The platform must be fully responsive across all modern browsers and device types, including desktops, tablets, and smartphones. It should be developed as a Progressive Web Application (PWA) or incorporate an equivalent mobile-first design to ensure a seamless, app-like experience across devices.	K		
3	Real-time purchasing of tickets with secure transaction flow and instant confirmation must be supported.	K		
4	Must integrate with a minimum one online payment option. List down the payment options. The Bidder can use only the payment methods which are approved	K		

	by the CBSL for real-time transactions.			
5	The platform could facilitate transactions via JustPay Web.	D		
6	<p>If the Bidder provides a pre-funded wallet functionality through the Web Application where users top up funds and such amounts are held in the Bidder's bank account he Bidder confirms understanding that prior approval from the Central Bank of Sri Lanka (CBSL) is mandatory.</p> <p>Furthermore, the Bidder acknowledges that this CBSL clearance must be submitted to DLB prior to receiving final go-live authorization. In the absence of such clearance, DLB will not grant permission to proceed. However, if transactions are executed using any of the CBSL approved payment methods, CBSL clearance is not required.</p>	K		
7	Users must be able to onboard credit and debit cards as payment instruments for purchasing lottery tickets.	K		
8	Users must be able to onboard their savings and current bank accounts to purchase tickets and receive winnings.	B		
9	Users must be able to transfer winnings to their onboarded savings or current accounts, within the limits set by the DLB.	K		
10	Users must be able to redeem winnings into their digital wallet within the platform and use such funds for future ticket purchases or withdraw them to their onboarded bank accounts.	K		
11	Registered users should have a dashboard to view ticket status (valid, expired, won, redeemed), history, and receipts.	K		
12	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	B		
13	The system shall facilitate the execution of marketing campaigns strictly within the timeframes defined by the Telecommunications Regulatory Commission (TRC), ensuring that customers are not disturbed or inconvenienced.	K		
14	Redemption of winnings below the DLB-regulated amount must be handled digitally from the platform. Bidders must facilitate user payouts from Bidders' own funds, and DLB shall reimburse such payments upon submission of proper verification documents. Larger winnings(Rs. 250,000 or above) must redirect the user to a DLB redemption center.	K		

15	The Bidder shall provide a web application for use at DLB counters, with the capability to support prize redemption in accordance with DLB's defined process. The application must enable user verification and facilitate prize claims based on system-generated reports.	K		
16	Platform must facilitate KYC-compliant customer registration including NIC, mobile number, and email.			
17	The system shall incorporate measures to prevent money laundering and unauthorized use of credit cards or savings accounts. The Bidder shall implement all necessary precautions to mitigate such risks and must clearly outline the approaches and controls adopted to prevent these activities	K		
18	Platform must include integrated customer support channels (e.g., FAQs, chat, ticketing system).	D		
19	The system must fully comply with the regulations of the Central Bank of Sri Lanka (CBSL), applicable Sri Lankan Data Protection laws, and internationally recognized web application security standards	K		
20	Must include backend admin functions for ticket pool assignment, reporting, transaction monitoring, and agent/user management.	K		
21	The system must ensure that the same ticket is not assigned to multiple users. In the event such an incident occurs, the Bidder shall be fully liable for any resulting compensation, and DLB shall not be held responsible for paying any prize beyond the original, valid winning amount.	K		
22	Hosting must ensure 99.9% uptime, with backups, disaster recovery, and encrypted communication via HTTPS. Hosting cost should be borne by the bidder.	K		
23	A security audit report from a reputable and independent firm acceptable to DLB must be submitted before go-live. Final go-live approval shall be granted only upon satisfactory clearance in the audit report.	K		
24	The Bidder shall provide a security audit report either annually or following any major system release. The audit must be conducted by a reputable and independent organization acceptable to DLB.	B		
25	In such incidents, the Bidder shall be fully responsible for disbursing all prize winnings to the affected customers.	K		
26	Web platform must include language support (Sinhala, Tamil, English).	K		
27	Failed web-based transactions must automatically roll back and release the ticket to the available pool.	K		

28	All web-based transactions must be encrypted(TLS 1.3) and logged with secure audit trails.	K		
29	Platform must capture and associate mobile number with the user profile for traceability and verification.	K		
30	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	K		
31	The system shall send a minimum of three SMS notifications to the customer informing them of the prize expiry date specifically at 3 months, 5 months and one day prior to expiration. The Bidder shall ensure that records of these notifications are properly maintained and made available for audit upon request.	B		
32	Platform must implement Two-Factor Authentication (2FA) for user login	B		
33	Integrate with third party identity providers such as google, Facebook, X, Apple	D		
34	Web platform must maintain session tracking and log user IP addresses for traceability	K		
35	System must include a Web Application Firewall (WAF) to prevent web-based attacks	K		
36	Must implement 3D Secure (3DS) for all credit/debit card payments	K		
37	Only allow credit/debit cards validated as belonging to actual user	B		
38	Must follow GDPR-aligned cookie policies for session and tracking consent	B		
39	Platform must be developed as a Progressive Web App (PWA) or with equivalent mobile-first design	D		
40	Must provide e-receipts via Email, SMS, WhatsApp, or other digital channels as per user preference	B		
41	Funds for prize winnings of Rs. 250,000 or below must be readily available in a designated bank account to ensure that customers can claim them at any time.	B		
42	Bidder should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.	K		

1.2 MOBILE APPLICATION

The Mobile Application will be a key channel for delivering a seamless and convenient lottery experience to users via smartphones. Designed for both Android and iOS platforms, the app will allow users to securely register using their NIC and mobile number, authenticate via OTP or biometric methods, and access a variety of Draw and Instant Scratch lottery products. The app will support real-time ticket purchases, instant transaction confirmations, and multiple payment options including JustPay, credit/debit cards, bank accounts, and mobile wallets. Users will be able to view ticket history, receive draw results and prize alerts, and redeem winnings directly to their registered accounts or digital wallets.

The application will be developed in compliance with the Minimum Compliance Standards for Payment Related Mobile Applications issued by the Central Bank of Sri Lanka (CBSL) and adhere to national data protection and cybersecurity regulations. Additional features such as push notifications, multilingual support (Sinhala, Tamil, and English), and an intuitive dashboard will

enhance user engagement and retention. The app will also integrate with DLB's backend systems to ensure real-time data synchronization, fraud prevention, and system integrity.

Both Android and iOS applications must be officially deployed through their respective app stores (Google Play Store and Apple App Store) and must not be distributed as APK files via any website.

Compliance Sheet for Bidders – MOBILE APPLICATION

Bidders intending to offer lottery sales through the Mobile Platform must complete this Compliance Sheet. They are required to confirm adherence to each requirement and provide relevant clarifications where necessary.

No.	Mobile App Requirement Description	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Mobile application shall support secure online sale, issuance, and redemption of Scratch or Draw lotteries, or both.	K	
2	Must be compatible with iOS and Android devices and apps must be deployed on particular Appstore.	K	
3	Real-time purchasing of tickets with secure transaction flow and instant confirmation must be supported.	K	
4	Must integrate with payment gateways.	K	
5	The platform must facilitate transactions through payment method approved by the Central Bank of Sri Lanka (CBSL)	K	
6	If the Bidder provides a pre-funded wallet functionality through the Web Application where users top up funds and such amounts are held in the Bidder's bank account he Bidder confirms understanding that prior approval from the Central Bank of Sri Lanka (CBSL) is mandatory. Furthermore, the Bidder acknowledges that this CBSL clearance must be submitted to DLB prior to receiving final go-live authorization. In the absence of such clearance, DLB will not grant permission to proceed. However, if transactions are executed using any of the CBSL approved payment method, CBSL clearance is not required.	K	
7	The Bidder can use only the payment methods which is approved by the CBSL for real-time transactions.	K	
8	Users must be able to onboard credit and debit cards as payment instruments for purchasing lottery tickets.	K	
9	Users must be able to onboard their savings and current bank accounts to purchase tickets and receive winnings.	B	

10	Users must be able to transfer winnings to their onboarded savings or current accounts, within the limits set by the DLB.	K	
11	Users must be able to redeem winnings into their digital wallet within the app and use such funds for future ticket purchases or withdraw them to their onboarded bank accounts.	K	
12	Registered users should have a dashboard to view ticket status (valid, expired, won, redeemed), history, and receipts.	K	
13	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	K	
14	Redemption of winnings below the DLB-regulated amount must be handled digitally from the platform. Bidders must facilitate user payouts from Bidders' own funds, and DLB shall reimburse such payments upon submission of proper verification documents. Larger winnings(Rs.250,000 or above winnings) must redirect the user to a DLB redemption center.	K	
15	Platform must facilitate KYC-compliant customer registration including NIC, mobile number, and email.	K	
16	Platform must include integrated customer support channels (e.g., FAQs, chat, ticketing system).	K	
17	Compliant with CBSL regulations, Sri Lankan Data Protection laws, and international mobile application security standards.	K	
18	Must include backend admin functions for ticket pool assignment, reporting, transaction monitoring, and agent/user management.	K	
19	Hosting environment must ensure 99.9% uptime, with backups, disaster recovery, and encrypted communication.	K	
20	A security audit report from a reputable and independent firm acceptable to DLB must be submitted before go-live. Final go-live approval shall be granted only upon satisfactory clearance in the audit report.	K	
21	Mobile app must include language support (Sinhala, Tamil, English).	B	
22	Failed app-based transactions must automatically roll back and release the ticket to the available pool.	K	
23	All mobile-based transactions must be encrypted and logged with secure audit trails.	K	
24	Platform must capture and associate mobile number with the user profile for traceability and verification.	K	
25	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	K	

26	Funds for prize winnings of Rs. 250,000 or below must be readily available in a designated bank account to ensure that customers can claim them at any time.	B	
27	Bidder should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.	K	

1. 3 SMS/USSD and IVR PLATFORM

The SMS/USSD and IVR platform will serve as an inclusive and accessible channel to enable lottery participation for users without internet access or smartphones. These platforms are particularly effective in extending reach to rural and semi-urban areas by leveraging basic mobile network capabilities. Through SMS or USSD codes, users will be able to register, select lottery types, purchase tickets, and receive transaction confirmations in real time. The IVR system will allow users to interact via voice prompts and DTMF inputs, providing an audio-based alternative in Sinhala, Tamil, and English. All services must comply with Telecommunications Regulatory Commission (TRC) guidelines and ensure secure integration with mobile service providers.

Additionally, the platform must support ticket history inquiries, prize notifications, and digital redemption for winnings below the regulatory threshold. This channel is essential for promoting digital inclusion and ensuring wide-scale accessibility of lottery services across Sri Lanka.

Compliance Sheet for Bidders – SMS/USSD/IVR PLATFORM

Bidders intending to offer lottery sales through the SMS Platform must complete this Compliance Sheet. They are required to confirm adherence to each requirement and provide relevant clarifications where necessary

No.	SMS Platform Requirement Description	Compliance (Yes/No)	Remarks (Mandatory if No)
1	The system must support ticket purchases via SMS shortcodes or predefined commands	K	
2	The system support ticket purchases via USSD through mobile service providers	D	
3	The system support ticket purchases via IVR through mobile service providers	D	
4	Real-time processing with SMS ticket confirmation.	K	
5	Integration with the backend to ensure real-time inventory management	K	
6	SMS alerts must be sent for draw results and winnings	K	
7	The mobile number and National Identity Card (NIC) shall serve as the unique identifiers for each user. The NIC must be collected during the initial registration process. In cases where an NIC is not provided, the ownership of the ticket shall be attributed to the registered owner of the mobile number, as verified by the relevant authorities.	K	

8	The system must support mobile subscribers and fully comply with all applicable Telecommunications Regulatory Commission (TRC) regulations, particularly when offering daily subscription-based services in collaboration with mobile service providers.	K	
9	There should be a Admin platform which can deactivate subscription services if user requested to unsubscribe through a call or any communication method		
10	Winnings below the DLB-regulated threshold to be credited digitally; larger winnings to be claimed at DLB head office.	K	
11	Multi-language SMS support (Sinhala, Tamil, English).	K	
12	All SMS communications must be encrypted and logged with a secure audit trail	K	
13	Failed SMS purchases must release the ticket back to the pool.	K	
14	Full compliance with CBSL(When integrating credit card as a common payment method for all digital channels) and Sri Lankan Data Protection laws is required.	K	
15	Call center support must be available.	K	
16	Reconciliation and integration with DLB backend required.	K	
17	99.9% uptime, disaster recovery and encrypted SMS channel.	K	
18	Bidder should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.	K	
19	Real-time SMS updates on ticket status.	D	
20	Security audit must be submitted pre-go-live.	K	
21	The Bidder shall comply with all guidelines issued by the Telecommunications Regulatory Commission (TRC) and must ensure that no messages are sent to users during TRC-defined restricted hours.	K	
22	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	K	
23	If a customer is informed that he/she doesn't receive the lottery through SMS automatically, There should be a way to send lottery numbers to customers.	K	

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Supports interactive menu-based lottery purchasing without internet		
2	Compatible with all mobile networks (GSM/3G/4G)		
3	Real-time credit balance check and transaction confirmation		
4	USSD response time under 5 seconds		
5	Multi-language support (Sinhala, Tamil, English)		
6	USSD flow compliance with TRCSL and CBSL mobile transaction rules		
7	Integrated KYC capture (NIC via USSD input)		

IVR

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Supports lottery selection and confirmation via DTMF (keypad input)		
2	Voice prompts in Sinhala, Tamil, English		
3	Smart failover to call center or SMS for incomplete flows		
4	Works 24/7 with auto-detection of caller mobile number		
5	System logs all call activity and recordings securely		
6	Payment via carrier billing or callback-based JustPay flow		

1.4 Other Digital Features and Channels.

To complement the core Web, Mobile, and SMS lottery channels, the Development Lotteries Board (DLB) intends to enable additional digital engagement mechanisms that enhance user experience, broaden market reach, and increase transaction volumes. These include innovative platforms and features such as a WhatsApp Bot, which will allow users to interact with the lottery system via chat, enabling registration, ticket purchase, draw result inquiries, and prize notifications through a familiar messaging interface. Group Ticket Purchase functionality will enable users to form digital pools, invite participants, contribute funds, and automatically split winnings based on contribution ratios, thereby promoting social engagement and viral participation. Integration with OTT (Over-The-Top) platforms will allow interactive lottery experiences within video content such as embedded banners, ticket purchase prompts, regional ad targeting, and real-time reward distribution during streaming sessions. The platform will also support Gamification and Reward mechanisms, offering loyalty points, bonus tickets, and engagement-based prizes to drive repeat participation.

Furthermore, lottery sales will be promoted through Programmatic Advertising, leveraging real-time user data to deliver personalized ads across web and mobile inventories, ensuring efficient and targeted audience outreach. These additional digital features are intended to modernize the lottery ecosystem, increase convenience, and build a digitally connected lottery customer base.

1.4.1 WhatsApp Bot

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	AI or rule-based chatbot to guide ticket purchases		
2	Menu and free text supported (e.g., “Buy 5 Lagna Wasanawa”)		
3	Payment via integrated UPI/JustPay/web link		
4	Can send draw alerts and winning results		
5	Opt-in user consent capture for messaging		
6	Compliant with Meta’s WhatsApp Business API rules		

1.4.2 Group Ticket Purchases

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Users can invite others to pool money and buy group tickets		
2	Group dashboard must be provided to track ticket purchases, contributors, and shared winnings		
3	Winnings must be auto-split among group members based on pre-defined contribution ratios		
4	Clear legal terms and opt-in consent must be presented to all group members before joining a pool		
5	Group leader or initiator must be able to configure the ticket count, contribution limits, and expiry		
6	System must log and archive all group participation, ticket details, and payout records		
7	Audit logs must be made available to DLB upon request for any group transaction		
8	Notifications must be sent to all group members regarding ticket purchase, draw results, and payouts		
9	System must prevent users from joining multiple pools with the same ticket		
10	Bidder should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.		

1.4.3 OTT platforms

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Embedded banner/QR to buy tickets while streaming		
2	Integration with payment via mobile bill or card		
3	APIs for real-time ticket confirmation inside OTT platform		
4	Regional targeting of ads/promotions via OTT		
5	Viewers rewarded with free ticket codes during shows		

1.4.4 Gamification and Rewards

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
1	Users earn points for purchases, referrals, and activity		
2	Points redeemable for discounts or bonus tickets		
3	Dashboard shows user tier (Silver/Gold/Platinum)		
4	Streak rewards (e.g., buy 5 days in a row = bonus)		
5	Birthday or special day rewards system		
6	Instant games or spin-the-wheel for scratch tickets		

1.5 KIOSK/POS-based Solutions

The following Compliance Sheet outlines the mandatory technical, functional, operational, and regulatory requirements for the KIOSK/POS platform to be deployed by the appointed E-Lottery Agent of the Development Lotteries Board (DLB).

This document serves as a baseline reference for evaluating the bidder's proposed solution against DLB's standards for secure lottery ticket sales, winnings redemption, customer experience, operational efficiency, and statutory compliance.

All bidders are required to review each requirement carefully and indicate their compliance status with supporting remarks where applicable. Any deviation, partial compliance, or alternative solution must be clearly stated to ensure accurate evaluation.

The objective of this compliance sheet is to ensure that the proposed KIOSK/POS platform:

- Ensures secure and transparent lottery transactions
- Provides a reliable and user-friendly customer interface
- Meets regulatory expectations, including PDPA and financial controls
- Aligns with DLB's operational workflow and auditing requirements
- Maintains high system availability, data security, and traceability

This compliance sheet will form an integral part of the technical evaluation carried out by DLB during the E-Lottery Agent selection process.

Compliance Sheet – KIOSK/POS

No.	KIOSK/POS Platform Requirement Description	Weight	Compliance (Yes/No)	Remarks (Mandatory If No)
1	The KIOSK/POS platform shall facilitate secure online transactions for the sale, issuance, and redemption of either Draw Lotteries, Scratch Lotteries, or both, depending on the lottery type offered.	K		
2	Real-time purchasing of tickets with secure transaction flow and instant confirmation must be supported.	K		
3	Must integrate with a minimum Rs 100/- online payment option. List down the payment options. The Bidder can use cash as the payment method.	K		
4	Users must be able to pay using LKR notes only (sri Lankan rupee notes)	K		
5	Must deliver SMS notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	B		
6	The KIOSK/POS system shall facilitate the execution of marketing campaigns strictly within the timeframes defined by DLB.	K		
7	Redemption of winnings below the DLB-regulated amount must be handled digitally from the platform. Bidders must facilitate user payouts from Bidders' own funds, and DLB shall reimburse such payments upon submission of proper verification documents. Larger winnings (Rs. 250,000 or above) must redirect the user to a DLB head office.	K		
8	The Bidder shall provide a web application for use at DLB counters, with the capability to support prize redemption in accordance with DLB's defined process. The application must enable user identification and facilitate prize claims status based on system-generated reports.	K		
9	The platform must include integrated customer support channels (e.g., FAQs, chat, ticketing system).	D		
10	The system must fully comply with the regulations applicable in Sri Lanka (ie - Data Protection laws, relevant compliance enforced by Sri Lanka government and Central bank of Sri Lanka)	K		
11	Must include backend admin functions for ticket pool assignment, reporting, transaction monitoring, and agent/user management.	K		
12	The system must ensure that the same ticket is not assigned to multiple users. In the event such an incident occurs, the Bidder shall be fully liable for any resulting compensation, and DLB shall not be held responsible for paying any prize beyond the original, valid winning amount.	K		
13	Hosting must ensure 99.9% uptime, with backups, disaster recovery, and encrypted communication. Hosting cost should be borne by the bidder.	K		

14	At any acceptable time, DLB has the right to Audit the KIOSK/POS systems and services. All KIOSK/POS systems and operations should be PDPA compliant and must be complied with other relevant compliance for POS and KIOSK enforced by the Sri Lankan government.	K		
15	KIOSK/POS platforms must include language support (Sinhala, Tamil, English).	K		
16	Failed KIOSK/POS based transactions must automatically roll back and release the ticket to the available pool.	K		
17	All KIOSK/POS based transactions must be encrypted and logged with secure audit trails.	K		
18	The platform must capture and associate the mobile number and NIC of the user for traceability and verification.	K		
19	Must deliver notifications for draw alerts, winnings, ticket expiry, and marketing campaigns.	K		
20	The system shall send a minimum of three SMS notifications to the customer informing them of the prize expiry date specifically at 3 months, 5 months and one day prior to expiration. The Bidder shall ensure that records of these notifications are properly maintained and made available for audit upon request.	B		
21	System must include a Firewall (and encryption to ensure customer safety	K		
22	KIOSK/ POS Must provide e-receipts via, SMS, WhatsApp, or other digital channels as per user preference	B		
23	Funds for prize winnings ranging from Rs. 500 to Rs. 250,000 must be maintained in a designated bank account to ensure that customers can claim their prizes at any time. If a customer is willing to bear the applicable transaction fees, the Bidder should also facilitate the transfer of prize payments exceeding this amount. (Bidders should not take more than 1 working day to transfer those prizes for any reason)			
24	Bidders should provide all possible ways to claim prizes through KIOSK/POS such as new ticket purchases, utility payments, mobile bill payments, insurance payment and bank transfer(for all possible banks).	B		
25	Bidders should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.	K		

1.6 Scratch Lottery Game (e-Instant)

This solution will support the sale and play of instant scratch-off lottery games via Web and Mobile applications. As part of the broader e-lottery initiative, the scratch lottery module is expected to deliver a visually interactive, intuitive user experience that replicates the excitement of physical scratch cards in a digital format.

To achieve this, bidders are expected to implement a "Virtual Scratch-Off Layer" using advanced web technologies such as HTML5 Canvas, WebGL, SVG masking, or equivalent. The chosen solution must ensure cross-device compatibility, high performance, strong security, and responsiveness. While recommended technologies are provided, bidders are encouraged to propose alternative or superior technical approaches that meet or exceed these standards.

The scratch platform must be seamlessly integrated with the centralized administrative control panel to enable real-time data synchronization, ticket management, user tracking, and compliance enforcement. All operations must align with relevant regulatory frameworks and ensure full traceability of transactions and outcomes.

The proposed solution must support pre-defined digital scratch games as specified by DLB. In future phases, DLB may introduce on-demand algorithm-based scratch lottery games, for which detailed specifications will be provided separately. Bidders are expected to be technically prepared to support such games upon request. However, DLB will grant approval for such implementations only after verifying the bidder's readiness and compliance with required standards.

This engagement shall not be considered a blanket authorization to develop, operate, or distribute all types of scratch games. The bidder is permitted to implement only those scratch games that have been explicitly approved by the Development Lotteries Board (DLB). Any proposed changes or modifications to the platform must be formally communicated in writing, and prior written approval must be obtained from DLB management before such changes are implemented.

Compliance Sheet – Web and Mobile App Requirements for Scratch Lottery

No.	Requirement Description	Weight	Compliance (Yes/No)	Remarks (Mandatory if No)
1	The web platform shall securely support the purchase and instant reveal of digital Scratch Lotteries, simulating a scratch-off experience.	K		
2	The platform must use modern web technologies (e.g., HTML5 Canvas, WebGL, or SVG masking) to provide an engaging scratch interface compatible across devices.	K		
3	Real-time ticket issuance and outcome display must be supported with secure and tamper-proof mechanisms.	K		
4	The system must prevent manipulation or re-scratching of the same ticket after the outcome has been revealed.	K		
5	Must integrate with a minimum of one CBSL-approved online payment option. List the payment options used.	K		
6	Users must be able to view purchased scratch tickets and their status (unrevealed, revealed, won, redeemed) in a dashboard.	K		
7	Winning tickets must be highlighted with winning amounts and updated upon redemption.	K		
8	The platform must allow users to redeem winnings up to Rs. 250,000 directly to their digital wallets or bank accounts, while winnings exceeding this limit must be redirected to DLB for manual processing. This prize payment threshold may be revised in the future, and the system must be designed to accommodate such changes as required.	K		

9	A secure random number generation (RNG) or pre-defined ticket pool mechanism must be in place to ensure fair outcomes.	K		
10	Scratch ticket game logic and associated other functionalities must be validated by an independent third party before go-live.	K		
11	The selling platform must include tools to configure ticket types, prize distributions, and expiry rules via admin interface.	K		
12	Support for Sinhala, Tamil, and English languages must be provided.	K		
13	Detailed audit trails for each scratch ticket transaction and outcome must be maintained.	K		
14	Failed transactions must automatically reverse and restore ticket availability.	K		
15	2FA must be enforced for user login and transaction verification.	B		
16	The platform must include integrated customer support and FAQ features for Scratch Lotteries.	B		
17	Use of Web Application Firewall (WAF), TLS 1.3 encryption, and OWASP-aligned security practices is mandatory.	K		
18	The scratch platform must undergo a full security audit before go-live and after major updates.	K		
19	Marketing campaigns must comply with TRC regulations and support promotional notifications (opt-in based).	B		
20	Provide e-receipts for each purchase and winning via preferred digital channels (Email/SMS/WhatsApp).	B		
21	Pre-defined scratch ticket number pools must be securely stored in the database in encrypted form to ensure integrity and prevent tampering.	K		

1.7 GENERAL CONDITIONS & OPERATIONAL TERMS *(Applicable to all platforms)*

General Conditions, Payment Terms, and Operational Requirements *(Applicable to above all channels)*

In the event Bidders intend to offer lottery sales through one or more of the Web, Mobile, SMS Platforms or any other digital channel, they must complete this Compliance Sheet. Bidders are required to confirm adherence to each requirement and provide relevant clarifications where necessary.

No.	General and Operational Requirement	Compliance (Yes/No)	Remarks (Mandatory if No)
G1	Cash settlement must be completed by 3.00 p.m. on the same day. Failure to do so will result in a 25% penalty on the relevant day's distributor commission.		

G2	Cash settlement may be carried out through any of the following methods: (i) Validation Payment (prize reimbursement), (ii) Direct cash deposit to the DLB's designated bank account, or (iii) Direct cash payment at the DLB counter.		
G3	Sales and returns must be confirmed by the E-Agent/E-Distributor no later than 3:30 p.m. on the relevant date. Failure to do so will result in the withholding of the distributor's commission. This requirement applies exclusively to draw lotteries.		
G4	The system shall allow lottery ticket sales only until 6:00 p.m. on a given day. Ticket sales for the same day's draw must automatically cease after this cutoff time. E-Agents may retain additional tickets at their own risk for sale up to 6:00 p.m. on that day; however, such tickets shall not be eligible for return under any circumstances and must not be sold after 6:00 p.m.		
G5	Agency Commission will be deducted from ticket selling price at issuance.		
G6	A Rs. 10 million Indemnity Insurance Policy is required. DLB may revise the required coverage amount based on the super jackpot.		
G7	A Rs. 1 million Bank Guarantee must be submitted to cover a minimum one-week purchase order. Insurance coverage will be increased with the value of the goods. Guarantee value will be increased when the ordering ticket increases.		
G8	All administrative expenses, communication charges, bank fees, and SMS costs shall be the sole responsibility of the distributor/agent.		
G9	Ticket selling price (including telecom charges for SMS lotteries) must be approved by DLB.		
G10	E-Agents must strictly adhere to the guidelines issued by the Telecommunications Regulatory Commission (TRC). Marketing-related SMS or any other notifications must not be sent to customers during restricted hours as defined by TRC regulations.		
G11	Distributor/agent must prevent brand-wise duplications via appropriate system controls such as file name format validations, content validations or API controls.		
G12	A full-time Project Manager must be appointed to coordinate all work and services under the contract.		
G13	A full-time Operations Manager must be appointed to coordinate all work and services under the contract during the operations time.		
G14	Bidders should provide necessary documents and access to relevant information for the DLB internal audit team or government auditor when requested.		

G15	UAT and Vulnerability Assessment Testing (VAT) must be conducted with quality assurance controls.		
G16	The service provider must implement robust measures to prevent data breaches, ensure the protection of personal and financial data, and comply with all applicable guidelines issued by the Central Bank of Sri Lanka (CBSL) as well as the RTI and Data Protection laws of Sri Lanka.		
G17	A Non-Disclosure Agreement (NDA) must be signed with DLB .		
G18	Security clearance details (NIC/ID) of all staff must be submitted to DLB.		
G19	Staff must comply with DLB's security surveillance protocols.		
G20	All deliverables will be reviewed by the DLB-appointed team.		
G21	Dedicated dashboard access must be provided to DLB, and the system shall be audit-ready at all times to meet internal or government audit requirements upon request.		
G22	24/7 continuous service provision must be assured by the Supplier, including measures for uninterrupted service delivery.		
G23	The bidder shall be responsible for developing, modifying, or enhancing system features and security measures from time to time, as requested by DLB. Failure to comply with such requests may result in the suspension of the bidder's appointment as an agent.		
G24	Bidder should be paid prizes up to 250,000.00 first and then, bidder can be claimed paid amounts from DLB after verification.		

1.8 Backend Functional Requirements

The backend of the digital lottery platform serves as the core engine that manages system operations, data integrity, security, and administrative control. It is responsible for enabling real-time ticket processing, transaction monitoring, agent management, and integration with external systems such as payment gateways and the DLB's central Lottery Management System (LMS).

This section outlines the mandatory backend functionalities required to ensure seamless platform operation, regulatory compliance, data traceability, and operational efficiency. The backend must support robust access control, detailed audit trails, fraud prevention mechanisms, and comprehensive reporting capabilities. In addition, the system should facilitate marketing campaign management, multi-channel prize validation, and enforcement of draw rules and ticket cutoff policies. All backend components must be scalable, secure, and audit-ready to meet the needs of DLB and relevant regulatory authorities.

DLB will provide APIs for system integration, along with a failover file transfer mechanism in case the APIs become temporarily unavailable. The E-Distributor/Agent is required to integrate with the DLB APIs and use the DLB E-Lottery ordering system to place lottery orders. In the event the APIs are non-functional for any reason, agent must follow the designated alternative file transfer process to download the necessary files and continue facilitating lottery sales through their respective platforms, while ensuring data integrity, real-time reporting, and full compliance with DLB's operational standards. Additionally, the E-Distributor/Agent must strictly adhere to all operational guidelines, policies, and procedures issued by DLB.

No.	Requirements	Compliance (Yes/No)
1	Ticket pool assignment and management	
2	Real-time transaction monitoring and audit logs	
3	Comprehensive reporting module (sales, redemptions, agent activity)	
4	Agent/user management	
5	System access control with role-based permissions	
6	Redemption tracking and claim processing	
7	Marketing campaign management (TRC-compliant)	
8	Multilingual content management (Sinhala, Tamil, English)	
9	Secure integration with LMS and payment systems	
10	Dashboard for draw status, ticket inventory, and payouts	
11	Automated notifications (draw alerts, winnings, expiry warnings)	
12	Support for prize payout reconciliation and validation	
13	Centralized prize expiration notification tracking	
14	Mechanism to prevent duplicate ticket assignment	
15	Annual and post-release security audit submission	
16	Ticket return policy enforcement and cutoff time validation	
17	Support for government/internal audits on demand	
18	Compliance with CBSL, TRC, and Data Protection regulations	
19	Availability and disaster recovery controls (99.9% uptime)	
20	Backup and historical data archiving	
21	Fraud detection and prevention mechanisms must be integrated	
22	System must prevent ticket duplication under all conditions	
23	In case of ticket duplication, the e-distributor must bear the prize payout or claim it through valid insurance coverage	
24	System must provide a dedicated web interface to DLB staff for handling manual claims at the head office	
25	The system must support user verification methods approved by DLB, including NIC and mobile number verification	

Section V. Description of Services

1. How to purchase Lottery

How to Purchase a Lottery Ticket

Customers can purchase lottery tickets through three primary digital platforms – Web, Mobile Application, and SMS/USSD/IVR – as follows:

1.1 Web Platform

- Visit the Bidder's official lottery website.
- Register by providing required personal details including NIC and mobile number.
- Browse available Scratch and Draw lotteries.
- Select the desired lottery, choose ticket(s), and proceed to payment.
- Complete the payment using an onboarded bank account, credit/debit card, or JustPay Web.
- Receive instant ticket confirmation on the dashboard and via email and SMS.

1.2 Mobile Application

- Download the Bidder's e-Lottery mobile app from Apple App Store (iOS) or PlayStore.
- Register with Name, NIC and Mobile number and authenticate via OTP, or biometric options at the registration.
- Allow users to login to the application with a PIN number or OTP verification.
- Choose from available Scratch and Draw lotteries.
- Previous draw results should be displayed for the users as an option.
- Select ticket(s) and pay via JustPay, credit/debit cards, or digital wallets.
- Confirmed tickets will be displayed in-app with status updates and push notifications.

1.3 SMS/USSD and IVR Lottery Platform

- **Registration:**
Customers can register for the SMS Lottery service by sending a formatted message with their NIC to the designated shortcode. Alternatively, registration can be completed via USSD or IVR channels.
- **Lottery Selection:**
Upon successful registration, users can select their preferred lottery type by sending another SMS or navigating options through USSD or IVR.
- **Number Search Facility:**
A number search feature will be available via SMS, USSD, and IVR platforms.
- **Ticket Purchase and Confirmation:**
After completing a ticket purchase, a confirmation SMS will be sent containing full ticket details.
- **Result Notification:**
Users will be notified via SMS regarding draw results and any winnings.
- **Ticket History Access:**
Across all platforms, users can view the history and status of their last 10 tickets or tickets purchased within the last 10 days.
 - For SMS-based access, users may be charged for this service upon providing consent.
 - For USSD and IVR, vendors are **not permitted** to charge customers for viewing ticket history.
- **Winnings Redemption:**
 - Winnings below the DLB's regulated digital threshold can be redeemed digitally.
 - Customers can transfer winnings to their registered bank account or digital wallet.
 - For winnings above the digital payout limit(Rs.2500,000), users must visit a designated DLB head office to claim their prize.

2. Content Management System (CMS) Requirements

(Applicable Across All Digital Channels: Web, Mobile, SMS, USSD, IVR)

A centralized, web-based Content Management System (CMS) must be developed to enable authorized personnel to manage users, permissions, lottery products, draws, notifications, and overall system operations across all digital platforms.

2.1 Core Functional Requirements

2.1 Lottery Management

- 2.1.1. Create, activate, deactivate, or remove lottery types as requested by DLB.
- 2.1.2. Define keywords, configure lottery schedules, and assign relevant metadata per product.
- 2.1.3. Manage draw operations, including secure ticket number uploads and support for special events.

2.2 Backend Integration

- 2.2.1. The CMS must seamlessly integrate with DLB's backend ticketing system.
- 2.2.2. API documentation will be provided to the selected vendor upon award of the contract.
- 2.2.3. All ticket files must be securely uploaded and validated using industry-standard encryption (e.g., SHA-256 or higher) to prevent duplication and ensure integrity.

2.3 Notification Management

- 2.3.1. Create and manage customizable notification templates for:
 - Ticket confirmations
 - Draw results
 - Prize alerts
- 2.3.2. Notifications should be enabled across SMS, Web, and Mobile channels.

2.4 Promotional Campaigns

- 2.4.1. Support both personalized and bulk promotional campaigns via SMS, mobile app, and web.
- 2.4.2. All campaigns must comply with Telecommunications Regulatory Commission (TRC) guidelines.

2.5 Sales and Channel Configuration

- 2.5.1. Enable lottery ticket sales across all digital channels (SMS, USSD, IVR, Web, and Mobile App).
- 2.5.2. Provide configuration controls to independently enable or disable specific channels.

2.6 Reporting and Monitoring

- 2.6.1. Provide a centralized MIS (Management Information System) module for real-time and scheduled reporting.
- 2.6.2. Reports should include ticket sales, redemptions, platform activity, and other key metrics.
- 2.6.3. Provide dashboards for:
 - Monitoring and managing prize claims
 - Integration with the LMS for claim verification and winner tracking
 - Statistical and custom reporting as needed by DLB

2.7 High-Value Prize Claim Verification

2.7.1. A dedicated user login must be provided for authorized DLB personnel to verify and validate winners claiming prizes above Rs. 250,000 at the DLB head office.

2.7.2. Through this portal, DLB staff should be able to log in to the web application and initiate an OTP (One-Time Password) request to the respective winner's registered mobile number to verify ticket ownership.

2.7.3. All relevant user information such as the user's Name, NIC, Mobile Number, and Ticket details must be visible to DLB staff during the verification process.

2.7.4. Upon receiving the OTP, staff should enter it into the system to complete user verification.

2.7.5. Once verification is completed, the system must generate a printable summary report containing the following details:

- User Name (or a unique identifier if defined in the system)
- User Image (if available)
- NIC
- Mobile Number
- Ticket Serial Number
- Ticket Numbers
- Special Draw Numbers (if applicable)
- Barcode representing the Ticket Serial Number

2.7.6. Access to this module must be restricted to designated roles only, with appropriate permission controls in place.

2.7.7. All activities performed within this module must be logged to ensure a complete and auditable trail of actions.

A sample report template will be provided to selected bidders for development reference.

2.8 Audit and Access Controls

2.8.1. Provide view-only login access for the DLB internal audit team to support routine investigations.

2.8.2. Maintain comprehensive audit logs of:

- User activities
- Financial transactions

2.8.3. Logs must be exportable and made available upon request by the AGM-IT or Head of IT.

2.8.4. Enforce role-based access controls with secure password hashing in accordance with DLB's IT policy standards.

2.9. User Management

- 2.9.1. Manage system users, roles, and permissions.
- 2.9.2. Provide functionality to deactivate users and apply restrictions when required.
- 2.9.3. Enable configuration of:

- Whitelist users for internal testing
- Blacklist flagged users to block access

2.10 Redemption Policy Enforcement

- 2.10.1. Enforce redemption policies and thresholds as defined by DLB.
- 2.10.2. Automatically notify winners via appropriate channels when eligible for redemption within allowed limits.

2.11 Optional Features

- 2.11.1. **Preferred Number Selection** – Allow users to select up to five digits when purchasing tickets.
- 2.11.2. **Payment Method Selection** – Support multiple options such as mobile billing, mCash, and ezCash.
- 2.11.3. **Bulk Purchase Support** – Allow users to buy multiple tickets across different lottery brands in a single transaction.
- 2.11.4. **Prize Reload** – Enable automatic crediting of winnings to the customer's mobile balance or digital wallet.

3. Process Flow for Web, Mobile, SMS and other digital Lottery Platforms

1. The bidder's platform must send user-friendly notifications or alerts explaining the e-Lottery service and registration process.
2. Users register on their preferred channel (Web, Mobile App, SMS or any digital platform) by submitting their NIC and mobile number.
3. The system validates each registration request and creates a secure user profile.
4. Users may browse or request lottery numbers, either manually or through auto-assignment.
5. If selected numbers are unavailable, the system should suggest suitable alternatives.
6. Upon ticket selection, the request is forwarded to the centralized lottery server.
7. Transaction authorization takes place via the chosen payment method (e.g., JustPay, card, wallet, or SMS billing).
8. For prepaid mobile users, credit balance validation is mandatory before ticket issuance.
9. A digital ticket confirmation is delivered via Web, App, or SMS.
10. Sold ticket numbers must be locked immediately to prevent duplication.
11. All transactions and ticket sales must be logged and synchronized with the DLB Lottery Management System (LMS).
12. Periodic sales reports must be auto-generated and submitted to DLB for audit.
13. In cases of duplicate ticket issuance or system errors, the vendor is fully liable for compensating any prize payments.
14. DLB will upload the pool of valid ticket numbers to the vendor's system via a secure interface or through APIs.

4. System Security & Reliability

- The application server, database, and platform must be access-controlled with secure user credentials.
- All web applications must use HTTPS, and transmission of plaintext data over the network is strictly prohibited.
- Comprehensive event logs, access logs and audit trails must be maintained.
- Implement multi-level authorization for all system users.
- All sensitive data in the database, including selected ticket numbers, must be encrypted using a strong algorithm and remain inaccessible to unauthorized personnel.
- Follow industrial best practices to store keys.
- Revenue assurance and reconciliation features must be embedded across all transaction levels.
- No manual intervention should be required during any operational process.
- A centralized, simplified front-end interface must be available for DLB to upload ticket numbers.
- Incorporate an auto-lock feature that activates after configurable failed password attempts.
- Alert mechanisms must be in place to notify designated administrators of any security breach.
- A comprehensive security audit report from a reputable and independent firm, acceptable to DLB, must be submitted prior to the system's go-live. Final approval for go-live will be granted only upon receiving satisfactory clearance in the audit report. Additionally, if DLB requests an information security audit at any stage, the Bidder shall be obligated to facilitate and provide such an audit as required.

5. Third-Party Agreements and Contracts

- Bidders shall not enter into agreements with third parties (such as telecom operators, banks, or other service providers) related to this project without obtaining prior written approval from the Development Lotteries Board (DLB). All such agreements must be fully disclosed and formally approved by DLB before execution.
- In cases where the bidder has an existing agreement with a competitor of DLB, the bidder must obtain explicit written consent from that competitor to proceed with any sales activities related to this project. Proof of such consent must be submitted to DLB upon request.

6. Administrative Control Panel

6.1. For e-Draw Lotteries:

- The platform must support SMS, Web, and Mobile App distribution.
- DLB will upload serial numbers and barcodes once the agent/e-distributor places an order.
- Agents will then download ticket data and commence sales.

6.2. For e-Instant (Scratch-Off) Lotteries:

- Interactive virtual scratch-off functionality must be provided using HTML5 Canvas, WebGL, SVG masking, or any superior, device-compatible, secure technology.
- Features must integrate with a centralized admin panel for real-time data sync and traceability.

6.3. Admin Features:

- A web-based Administrative Control Panel must allow DLB to manage parameters, monitor transactions, and update reference data in real-time.

7. Infrastructure

- Vendors must host the entire platform at a highly secure, reliable data center at their own cost.

Alternative hosting models may be proposed, subject to DLB approval.

8. Backup & Disaster Recovery

- The platform must be designed for high availability and business continuity.
- A disaster recovery setup and data replication capability must be included.
- Backup, archiving, and historical record access must be guaranteed.

9. Implementation Timeline

- Full system implementation must be completed within 6 months of contract signing.

10. Service Level Agreement (SLA)

- Vendors must enter into an Agent/Distributor Agreement with DLB.
- Include resumes of technical staff and a draft SLA in the bid.

11. System Audit Report

- Prior to go-live, a system security audit report must be submitted from an independent and reputable firm (e.g., Chartered Accountancy firm).
- Go-live will be approved only after satisfactory audit clearance.

12. General Conditions & Payment Terms

- Cash settlement must be completed by 3:00 PM on draw days. A 25% penalty will apply for delays.
- Instant e-lottery payments will be settled within 30 days of invoicing.
- Sales/return files must be uploaded to LMS by 3:30 PM to generate distributor commissions.
- Selected e – lottery agent should be submitted indemnity insurance policy for the values mentioned in the clause No. 14.4 of the e – lottery agent agreement (Page No.37)to cover losses or damages.
- An initial Rs. 1 million bank guarantee must be submitted, with additional guarantees based on business growth.
- All communication, SMS, and data costs are the responsibility of the distributor.
- Ticket pricing (including telecom charges) must be approved by DLB.
- Agents must implement mechanisms to avoid brand-level duplication of tickets.

13. Project Structure

- The supplier must appoint a full-time Project Manager responsible for all service delivery, coordination, and reporting activities.

14. Facilities Provided by DLB

- DLB will provide relevant documentation and access to APIs and ordering system and personnel as necessary.

15. User Acceptance Testing (UAT) & Vulnerability Assessment Testing (VAT)

- The supplier must implement QA measures and participate in DLB-mandated UAT and VAT.
- The supplier must conduct VA/PT

16. Information Security

16.1. The system must comply with all applicable legal frameworks in Sri Lanka (e.g., Data Protection Act, Cyber Security Laws, etc.).

16.2. The e-distributor must:

- Prevent unauthorized access, disclosure, or alteration of customer data.
- Sign a non-disclosure agreement (NDA) with DLB.
- Submit employee security clearance details (NIC, company ID, etc.).
- Ensure that staff are subject to DLB's security surveillance procedures.

17. Review Procedures

17.1. All deliverables will be reviewed by DLB's appointed evaluation team.

17.2. A real-time dashboard must be provided to DLB for continuous oversight.

18. CBSL Approval

If the bidder implements a pre-funded wallet system, prior approval from the Central Bank of Sri Lanka (CBSL) is mandatory.

However, if CBSL allows the use of any of the payment methods without their approval in their guideline, CBSL clearance is not required.

19. 24/7 Service Continuity

The vendor must guarantee uninterrupted 24/7 service with proactive arrangements for continuity and fault recovery.

20. Compliance with Legal Framework

The solution must fully comply with:

- Data Protection Act
- Computer Crimes Act
- Anti-Money Laundering (AML) regulations
- Central Bank regulations and directives

21. Software & IP Rights

- The e-distributor/agent retains ownership of the source code and intellectual property.
- In the event of legal disputes, the supplier bears full liability for damages.

22. Advertising & Promotions

- All marketing activities must be approved by DLB in advance.
- The vendor bears all promotional costs.
- DLB reserves the right to conduct independent promotional campaigns.

Operational Guidelines for E-Agents

All selected E-Agents are required to strictly adhere to the following operational guidelines to ensure transparency, regulatory compliance, customer trust, and business continuity of the e-lottery platform:

1. Prize Payment Timelines

- Prize payments must be made to winners **immediately** after successful validation and system confirmation when winner requested.
- For prizes **up to Rs. 250,000**, the **maximum allowable payment period** is **three (03) calendar days** from the date of the draw or claim.
- Delayed or partial payments beyond this period may result in penalties or revocation of distribution rights.

2. Incident Response & Reporting

- In the event of any **cybersecurity incident, data breach**, or any other **critical operational incident**, the E-Agent/Distributor must:
 - **Notify DLB in writing within 3 hours** of discovery.
 - Clearly describe the nature of the incident and the immediate mitigation actions taken.
 - Cooperate fully with DLB and any appointed authorities during investigation and resolution.
- Preventive and corrective measures must be implemented promptly to avoid recurrence.

3. Data Backup and Protection

- All critical data, including transaction logs, user information, ticket sales, and prize claims, must be **backed up regularly**.
- Backups must be:
 - **Encrypted** and stored in **secure environments**.
 - Retained according to the data retention policies defined by DLB and applicable laws.

4. Ethical Ticket Sales Practices

- E-Agents are strictly **prohibited from forcefully pushing tickets** or using manipulative tactics to sell tickets across any digital or physical channels.
- Tickets must only be sold upon **user request** or with **explicit user consent**.
- If DLB receives complaints regarding **coercive or unauthorized ticket sales**, and such complaints are validated after investigation, DLB reserves the right to **terminate the agent's permit without further notice**.

5. Maintaining Customer Trust

- E-Agents must uphold the **highest standards of integrity and customer trust** at all times.
- Users must be treated with fairness, respect, and transparency in all communications and transactions.
- Any misleading or aggressive promotional practices will be considered a breach of contract.

6. Consent for Publicity

- If a winner declines to have their **photograph, video, or name published**, the E-Agent/Distributor must **respect the individual's privacy** and **must not display such content** on any website, social media platform, or publication.
- Consent must be explicitly obtained before using any winner-related media or identity for promotional purposes.

7. Additional Operational Requirements

- The system must include **role-based access control**, ensuring that only authorized personnel can access sensitive or administrative functions.
- Customer complaints must be **logged, tracked, and responded to promptly**, with resolution updates shared with DLB as needed.
- All communications and transactions must comply with relevant regulations, including:
 - CBSL Guidelines
 - TRCSL Regulations
 - Sri Lanka Data Protection Act
- All operational activities must be **auditable** and **traceable**, with comprehensive logs retained for inspection by DLB or regulatory authorities.

8. Access Control & Employee Exit Management

- **Access rights must be immediately revoked** for any employee who resigns, is terminated, or no longer requires system access.
- The platform must enforce **least privilege access**, ensuring users are granted only the minimum level of access required to perform their job functions.
- **Segregation of duties** must be maintained across operational and administrative roles to minimize the risk of misuse, fraud, or manipulation.
- All access changes must be logged and made available for audit purposes upon request by DLB.

Section VI. General Conditions of Contract

A. General Provisions

1.1 Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- a. “Contract” means the Contract Agreement signed by the Parties, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - b. “Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
 - c. “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
 - d. “Day” means calendar day.
 - e. “Completion Date” means the date of completion of the Services by the Service Provider as certified by the Employer
 - f. “GCC” means the General Conditions of Contract.
 - g. “Services” means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Specifications and Schedule of Activities included in the Service Provider’s Bid.
 - h. “Employer” means the entity who employs the Service Provider
 - i. “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Services is subcontracted by the Supplier.
 - j. “Service Provider” means the natural person, private or government entity, or a combination of the above, whose bid to provide the Services has been accepted by the Employer and is named as such in the Contract Agreement.
 - k. “Service Provider’s Bid” means the completed bidding document submitted by the Service Provider to the Employer
 - l. “SCC” means the Special Conditions of Contract by which the GCC may be amended or supplemented;
 - m. “Specifications” means the specifications of the service included in the bidding document submitted by the Service Provider to the Employer
 - n. “The Project Site,” where applicable, means the place named in the SCC.

- o “Activity Schedule” is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- p. “Member,” in case the Service Provider consist of a joint venture of more than one entity, means any of these entities;

“Members” means all these entities, and “Member in Charge” means the entity specified in the SSC to act on their behalf in exercising all the Service Provider’ rights and obligations towards the Employer under this Contract;
- q. “Party” means the Employer or the Service Provider and “Parties” means both;
- r. “Personnel” means persons hired by the Service Provider or by any Subcontractor as employees and assigned to the performance of the Services or any part thereof;

- 1.2 Applicable Law** The law governing the contract shall be the laws of the Democratic Socialist Republic of Sri Lanka.
- 1.3 Language** This Contract has been executed in the language **specified in the SCC**, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.
- 1.4 Notices** Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address **specified in the SCC**.
- 1.5 Location** The Services shall be performed at such locations as are specified in Appendix A, in the specifications and, where the location of a particular task is not so specified, at such locations, whether in the Government’s country or elsewhere, as the Employer may approve.
- 1.6 Authorized Representatives specified in the SCC.** Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials
- 1.7 Inspection and Audit by the Bank** The Service Provider shall permit the GOSL to inspect its accounts and records relating to the performance of the Services under this contract and to have them audited by auditors appointed by the GOSL, if so required by the GOSL.
- 1.8 Taxes and Duties** The Service Provider and its Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both parties or such other later date as may be **stated in the SCC**.
- 2.2 Commencement of Services**
- 2.2.1 Program** Before commencement of the Services, the Service Provider shall submit to the Employer for approval a Program showing the general methods, arrangements, order and timing for all activities. The Services shall be carried out in accordance with the approved Program as updated.
- 2.2.2 Starting Date** The Service Provider shall start carrying out the Services thirty (30) days after the date the Contract becomes effective, or at such other Date as may be **specified in the SCC**.
- 2.3 Intended Completion Date** Unless terminated earlier pursuant to Sub-Clause 2.6, the Service Provider shall complete the activities by the Intended Completion Date, as is **specified in the SCC**. If the Service Provider does not complete the activities by the Intended Completion Date, it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.4 Modification** Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.
- 2.5 Force Majeure**
- 2.5.1 Definition** For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party and which makes a Party’s performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract** The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.
- 2.5.3 Extension of Time** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.6.Termination

2.6.1 By the Employer

The Employer may terminate this Contract, by not less than fifteen (15) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Sub-Clause 2.6.1:

- (a) if the Service Provider does not remedy a failure in the performance of its obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
- (d) if the Service Provider, in the judgment of the Employer has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purposes of this Sub-Clause:

- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
 - (bb) acts intended to materially impede the exercise of the GOSL's inspection and audit rights

- (cc) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators to materially impede a GOSL investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or
- (dd) acts intended to materially impede the exercise of the GOSL's inspection and audit rights

2.6.2 By the Service Provider

The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Sub-Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-five (45) days after receiving written notice from the Service Provider that such payment is overdue; or
- (b) if, as the result of Force Majeure, the Service Provider is unable to perform a material portion of the Services for a period of not less than thirty (30) days.

2.6.3 Suspension of Loan or Credit

In the event that the GOSL suspends the loan or Credit to the Employer, from which part of the payments to the Service Provider are being made:

- (a) The Employer is obligated to notify the Service Provider of such Situations within 7 days of having received the GOSL notice.
- (b) If the Service Provider has not received sums due to by the due date stated in the SCC in accordance with Sub-Clause 6.5 the Service Provider may immediately issue a 14-day termination notice.

2.6.4 Payment Upon Termination

Upon termination of this Contract pursuant to Sub-Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;
- (b) except in the case of termination pursuant to paragraphs (a), (b), (d) of Sub-Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel.

3. Obligations of the Service Provider

3.1 General

The Service Provider shall perform the Services in accordance with The Specifications and the Activity Schedule, and carry out its Obligations with all due diligence, efficiency, and economy, in Accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful adviser to the Employer, and shall always support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.2 Conflict of Interests

3.2.1 Service Provider

Not to

Benefit

from

Commissions

and

Discounts.

The remuneration of the Service Provider pursuant to Clause 6 shall constitute the Service Provider's sole remuneration about this Contract or the Services, and the Service Provider shall not accept for their own benefit, any trade commission, discount, or similar payment about activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Service Provider shall use their best efforts to ensure that the Personnel, any Subcontractors, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2 Prohibition

Of Conflicting Activities

Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- (a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract;
- (b) during the term of this Contract, neither the Service Provider nor their Subcontractors shall hire public employees in active duty or on any type of leave, to perform any activity under this Contract;
after the termination of this Contract, such other activities as may be **specified in the SCC**.

3.3 Confidentiality

The Service Provider, its Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Insurance to be Taken Out by the Service Provider

The Service Provider (a) shall take out and maintain, and shall cause any Subcontractors to take out and maintain, at its (or the Subcontractors') own cost but on terms and conditions approved by the Employer, insurance against the risks, and for the coverage, as shall be specified in the SCC; and (b) at the Employer's request, shall provide evidence to the Employer showing that such insurance has been taken out and maintained and that the current premiums have been paid

**3.5 Service
Provider's Actions
Requiring Employer's
Prior Approval**

The Service Provider shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be **specified in the SCC**.

**3.6 Reporting
Obligations**

The Service Provider shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

**3.7 Documents
Prepared by the
Service Provider
to Be the Property
of the Employer**

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider in accordance with Sub-Clause 3.6 shall become and remain the property of the Employer, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be **specified in the SCC**.

3.8 Liquidated Damages

**3.8.1 Payments
of The
Liquidated**

Service Provider shall pay liquidated damages to the Employer at the rate per day **stated in the SCC** for each day that the Completion Date is later than the Intended Completion Date. The total **Damages** amount of liquidated damages shall not exceed the amount **defined in the SCC**.

The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider's liabilities.

**3.8.2 Correction
for Over-
payment**

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Sub-Clause 6.5.

**3.8.2 Lack of
performance
penalty**

If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, a penalty for Lack of performance will be paid by the Service Provider. The amount to be paid will be calculated as a percentage of the cost of having the Defect corrected, assessed as described in Sub-Clause 7.2 and **specified in the SCC**.

3.9 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance.

The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer, and denominated in the types and proportions of the currencies in which the Contract Price is payable. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract in case of a bank guarantee, and until one year from the Completion Date of the Contract in Bank Guarantee.

4. Service Provider's Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider's Key Personnel are described in Appendix C. The Key Personnel and Subcontractors listed by title as well as by name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.

(b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the

Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

(c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as **specified in the SCC.**

5.2 Change in the Applicable

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost **Law** of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made.

5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

6. Payments to the Service Provider

6.1 Contract Price The price is payable in Sri Lankan Rupees.

6.2 Payment will be made on monthly bills considering the e- ticket sales volume within 14 days of the receiving of the invoice by the service provider. No any additional payments or advance payments are applicable.

6.3 All government taxes will be applicable to payment

7. Quality Control

7.1 Identifying Defects

The principle and modalities of Inspection of the Services by the Employer shall be as **indicated in the SCC**. The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities. The Employer may instruct the Service Provider to search for a Defect and to uncover and test any service that the Employer considers may have a Defect. Defect Liability Period is as **defined in the SCC**.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for if Defects remain to be corrected.
- (b) Every time notice a Defect is given, the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in Sub-Clause 3.8.

8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or about this Contract or its interpretation.

8.2 Dispute Settlement

- 8.2.1 If any dispute arises between the Employer and the Service Provider about, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, the matter shall be referred to the Adjudicator within 14 days of the notification of disagreement of one party to the other.
- 8.2.2 The Adjudicator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- 8.2.3 The Adjudicator shall be paid by the hour at the rate **specified in the BDS and SCC**, together with reimbursable expenses of the types **specified in**

the SCC, and the cost shall be divided equally between the Employer and the Service Provider, whatever decision is reached by the Adjudicator. Either party may refer a decision of the Adjudicator to an Arbitrator within 28 days of the Adjudicator's written decision. If neither party refers the dispute to arbitration within the above 28 days, the Adjudicator's decision will be final and binding.

8.2.4 The arbitration shall be conducted in accordance with the arbitration procedure published by the institution named and in the place **shown in the SCC**.

8.2.5 Should the Adjudicator resign or die, or should the Employer and the Service Provider agree that the Adjudicator is not functioning in accordance with the provisions of the Contract, a new Adjudicator will be appointed in terms of section 8.2.1.

Section VII. Special Conditions of Contract

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1	The contract name is; SELECTION OF MOBILE APP/ SMS / KIOSK OR POS/ WEB BASED E – LOTTERY AGENTS The contract number; Bid No: DLB/PRO/2025/41
1.1(h)	The Employer is; Development Lotteries Board
1.1(j)	The Service Provider is _____
1.3	The language is English
1.4	Notices shall be given to the Authorized Representative stated in SCC 1.6
1.6	The Authorized Representatives at the commencement of this contract are: For the Employer: For the Service Provider: The parties may amend the above on notifications in writing signed by the Chief Executive of the respective institution.
2.1	The date on which this Contract shall come into effect is the date of signing of the contract (Effective date)
2.3	The Intended Completion Date is 06 Months from the signing of the agreement.
3.5(d)	No other actions
3.7	Restrictions on the use of documents prepared by the Service Provider are: None
6.1	The amount in local currency is: Sri Lanka Rupees
8.2.4	Arbitration shall be heard in Sri Lanka in accordance with the Arbitration Act of Sri Lanka.