The Government of the Democratic Socialist Republic of Sri Lanka

Development Lotteries Board
DLB/FIN/20/PRO/259

Bid for
Designing, Developing, Printing & Supplying of Instant Scratch-Off Lottery Tickets for DLB

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

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MINISTRY OF FINANCE & MASS MEDIA
DEVELOPMENT LOTTERIES BOARD
DLB/FIN/20/PRO/259
INVITATION FOR BIDS

DESIGNING, DEVELOPING, PRINTING & SUPPLING OF INSTANT SCRATCH-OFF LOTTERY TICKETS TO THE DEVELOPMENT LOTTERIES BOARD

1. The Chairman, Ministry Procurement Committee (MPC) on behalf of the Development Lotteries Board invites Sealed Bids for the Designing, Developing, Printing & Suppling of Instant Scratch-off Lottery Tickets to the Development Lotteries Board from eligible and qualified local Bidders with security printing facility in Sri Lanka for a period of one year from the date of signing the agreement.
2. A complete set of bidding documents can be obtained from the Procurement Division, Development Lotteries Board, No.356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02, Sri Lanka from 31st January 2019 to 20th February 2019 between 10.00 am and 3.00 p.m. from Monday to Friday, other than public holidays on submission of the following.
   i. A payment of non-refundable fee of Rs.12,500/- (Twelve thousand five hundred) inclusive of VAT.
   ii. A written request on a business letter head, addressed to the General Manager, Development Lotteries Board, No 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.

   Bid documents could also be viewed free of charge during the time and dates and at the address Specified above. Also, this could be viewed on the Development Lotteries Board Website (www.dlb.lk)
3. Bidders should furnish all information as required in the Bidding documents.
4. Sealed bids in duplicate under registered cover should be posted to reach "The Chairman, Ministry Procurement Committee (MPC), C/o Development Lotteries Board, no 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02." or deposited in the Tender Box provided for this purpose at the above address on or before 2. 30 p.m. on 21st February 2019, the words Bid for the 'DESIGNING, DEVELOPING, PRINTING & SUPPLING OF INSTANT SCRATCH-OFF LOTTERY TICKETS to the DEVELOPMENT LOTTERIES BOARD' shall be written on top left-hand corner of the envelope. All bids must be accompanied by a Bid Security amounting to Rs.500,000.00 (Rupees Five Hundred Thousand) valid for a period of 180 days furnished from a commercial bank operating in Sri Lanka registered with Central Bank of Sri Lanka or in the form of a Bank Guarantee to the Chairman, DEVELOPMENT LOTTERIES BOARD, no 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.
5. Bids will be opened immediately after the closing of the Bids 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.
6. The Ministry 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.
7. Further details, if required, could be obtained during the period specified under item 2 above, from the Assistant General Manager (Finance) of the Development Lotteries Board, no 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.

Chairman,
Ministry Procurement Committee,
Development Lotteries Board,
No. 356, Dr. Colvin R De Silva Mawatha,
Union Place, Colombo 02.
Tel : 0114824824 / 0112333546-47
Fax : 0112333545
www.dlb.lk

Section I. Instruction to Bidders (ITB)

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

General

1. Scope of Bid

1.1 The Purchaser indicted in the **Bidding Data Sheet (BDS)**, Issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification number of this procurement are specified in the BDS. The name, identification, and number of lots (individual contracts), if any, are provide in the BDS.

1.2 Throughout these Bidding Documents:

(a) The term "in writing" means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt.

(b) If the context so requires, "singular" means "plural" and vice versa; and

(c) "day" means calendar day.

2. Source of Funds

2.1 Payments under this contract will be financed by the Sources specified in the BDS.

3. Ethics, Fraud and Corruption

3.1 The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by Department of Public Finance.

Parties associated with Procurement Actions, namely, suppliers/contractors and officials shall ensure that they maintain strict confidentiality throughout the process;

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

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

(a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly of anything of value to influence the action of a public official in the procurement process or in contract execution;

(b) "Fraudulent proactive" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

(c) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(d) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders

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

4.2 A Bidder shall not have a conflict of interest. All bidders found to have conflict of interest shall be disqualified. Bidders may be considered to have a conflict of interest with one or more parties in this bidding process, if they:

(a) Are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents; or

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

4.3 A Bidder that is under a declaration of ineligibility by the Department of Public Finance (DPF), at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of Department of Public Finance (www.pfd.gov.lk)

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

5. Eligible Goods and Related Services

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

6. Sections of Bidding Documents

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

Volume 1

- Section I. Instructions to Bidders (ITB)
- Section VI. Conditions of Contract (CC)
- Section VIII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Evaluation and Qualification Criteria
- Section IV. Bidding Forms
- Section V. Schedule of Requirements
- Section VII. Contract Data
- Invitation for Bid

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

7. Clarification of Bidding Documents

7.1 A Prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address specified in the BDS. The Purchaser will respond in writing to any request for clarification, provided that such request is received not later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8.0

8. Amendment of Bidding Documents

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

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

8.3 To give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, the Purchaser may, at its discretion, extend the deadline for the submission of bids, pursuant to ITB Sub-Clause 23.2.

Preparation of Bids

9. Cost of Bidding

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

10. Language of Bid

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

11. Documents Comprising the Bid

11.1 The Bid shall comprise the following:

(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14 and 15.

(b) Bid Security or Bid-Securing Declaration, in accordance with ITB Clause 20;

(c) Documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;

(d) Documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and

(e) Any other document required in the BDS.

12. Bid Submission Form and Price Schedules

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

13. Alternative Bids

13.1 Alternative bids shall not be considered.

14. Bid Prices and Discounts

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

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

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

14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:

(a) On components and raw material used in the manufacture or assembly of goods quoted; or

(b) On the previously imported goods of foreign origin.

(ii) However, VAT& NBT shall not be included in the price but shall be indicated separately.

(iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;

(iv) the price of other incidental services

14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.

14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

15. Currencies of Bid

15.1 Unless otherwise stated in Bidding Data Sheet, the Bidder Shall quote in Sri Lankan Rupees and payment shall be payable only in Sri Lankan Rupees.

16. Documents Establishing the Eligibility of the Bidder

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

17. Documents Establishing the conformity of the Goods and related services

17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods and conform to the technical specifications and standards related specified in Section V, Schedule of Requirements.

17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.

17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tool, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents establishing the qualifications of the bidder

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

(a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacture's Authorization using the form included in Section IV, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

(b) that, if required in the BDS, in case of Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and /or Technical Specifications; and

(c) That the Bidder meets each of the qualification criteria specified in Section III. Evaluation and Qualification Criteria.

19. Period of Validity of Bids

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

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security.

A Bidder granting the request shall not be required or permitted to modify its bid.

20. Bid Security

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

20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lankan Rupees, and shall:

(a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;

(b) Be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the Department of Public Finance. (**www.pfd.gov.lk**)

(c) be substantially in accordance with the form included in Section IV, Bidding Forms;

(d) Be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB clause 20.5 are invoked.

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for the period specified in the BDS.

20.3 Any bid not accompanied by substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.

20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.

20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:

(a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid submission Form, except as provided in ITB Sub-clause 19.2; or

(b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3

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

21. Format and Signing of Bid

21.1 The Bidder shall prepare one original of the documents comprising the bid as described in ITB Clause 11 and clearly mark it as "ORIGINAL." In addition, the Bidder shall submit a copy of the bid and clearly mark it as "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.

21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

22.1 Bidders may always submit their bids by mail or by hand.

(a) Bidders submitting bids by mail or by hand, shall enclose the original and the copy of the Bid in separate sealed envelopes, duly marking the envelopes as "ORIGINAL" and "COPY". These envelopes containing the original and the copy shall then be enclosed in one single envelope.

22.2 The inner and outer envelopes shall:

(a) bear the name and address of the Bidder;

(b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;

(c) bear the specific identification of this bidding process as indicated in the BDS; and

(d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 261.

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

23. Deadline for Submission of Bids

23.1 Bids must be received by the Purchaser at the address and not later than the date and time specified in the BDS.

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

24. Late Bids

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

25. Withdrawal and Modification of Bids

25.1 A Bidder may withdraw, or modify its Bid after it has been Submitted by sending a written notice in accordance with ITB Clause 22, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause 21.2, (except that no copies of the withdrawal Notice are required). The corresponding substitution or Modification of the bid must accompany the respective written notice, all notices must be:

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

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

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

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

26. Bid Opening

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

26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelops that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid Securing Declaration, if required; and any other details as the Purchaser may consider appropriate.

Only discounts and alternative offers read out at Bid opening shall be considered for valuation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Sub-Clause 24.1.

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

Evaluation and Comparison of Bids

27. Confidentiality

27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.

27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid.

Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation.

The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the evaluation of the bids, in accordance with ITB Clause 30

29. Responsiveness of Bids

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

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

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

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

(c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

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

30. Nonconformities, Errors and Omissions

30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

30.2 Provided that the Bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non material nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;

(b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

30.4 If the Bidder that submitted the lowest evaluated Bid does Not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

31. Preliminary Examination of Bids

31.1 The Purchaser shall examine the bids to confirm that all documents and technical documentation requested in ITB Clause 11 have been provided and to determine the completeness of each document submitted.

31.2 The Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the Bid shall be rejected.

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

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

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

32. Examination of Terms and Conditions; Technical Evaluation

32.1 The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the CC and the Contract Data have been accepted by the Bidder without any material deviation or reservation.

32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to Single Currency

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

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

34. Domestic Preference

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

35. Evaluation of Bids

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

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

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

(a) the Bid Price as quoted in accordance with clause 14;

(b) price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

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

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

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

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

35.5 If so specified in BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder.

The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in
Section III. Evaluation and Qualification Criteria.

36. Comparison of Bids

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

37. Post-Qualification of the Bidder

37.1 The Purchaser shall determine to its satisfaction whether The Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid is qualified to perform the Contract satisfactorily.

37.2 The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, pursuant to ITB Clause 18.

37.3 An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's capabilities to perform satisfactorily.

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

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

Award of Contract

39. Award Criteria

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

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

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

41. Notification of Award

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

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

41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

42. Signing of the contract

42.1 Within Seven (7) days after notifications, the purchaser shall complete the agreement and inform the successful Bidder to sign it.

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

43. Performance Security

43.1 Within fourteen days (14) of the receipt of notification of award from the purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in section VIII contract forms. The employer shall promptly notify the name of the winning Bidder to each unsuccessful bidder and discharge the bid securities of the unsuccessful bidders pursuant to ITB Sub – Clause 20.4.

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

Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	**The Purchaser is** : Development Lotteries Board
ITB 1.1	**The name and identification number of the Contract are**: DLB/FIN/20/PRO/259
ITB 2.1	**The Source of funding is**: Development Lotteries Board
ITB 4. 2	**Eligible Bidders: Refer Page No. 25**
ITB 4. 4	**Foreign Bidders may not be allowed to submit bids.**
	B. Contents of Bidding Documents
ITB 7.1	**For Clarification of bid purposes only,** In case, the prospective bidder seeks any clarification of the Bid, bidder shall immediately bring same to the notice of the above address. Clarification will be accepted only up to 12th February 2019. The Pre-bid meeting will be held on 13th February 2019 at 1.30p.m.at Development Lotteries Board
	C. Preparation of Bids
ITB 9.1	**Cost of Bidding:** Cost of bidding shall be borne entirely by the prospective Bidders.
ITB 10.1	**Language of Bid : English**
ITB 11.1	Documents Comprising the Bid : The Bidder shall submit the following additional documents : • Certified Copy of the Company/ Business Registration • Company Profile **(As per the annexure A)** • A list of clientele or details of similar supplies handled during the last 2 years along with confirmation letters signed by the clients. At least 01 client conformation as an evidence. • Authority given by the bidder organization for the person signing this bid • Detail of available experience of the technical staff with qualifications, including EPF numbers etc. • Proposal presented (Should be submitted in details) a) Details of Printing Technology which will be using to print the lottery tickets b) Model number and name of the main printing lines c) Security Management System for Security Printing – Design of the lottery tickets including the security features d) Full details of all the inks used for printing • Past experiences in relevant field. (Submit documents to prove the qualification criteria under Section III. Evaluation and Qualification Criteria.) • Financial and technical capability to carry out the contract. (Documentary evidence should be submitted to prove the ability) Audited financial statements for immediate last 03 years should be submitted
ITB 13.1	Alternative bids shall not be considered.
ITB 14.5	The Price Quoted by the bidders shall be fixed.
ITB 19.1	The bid shall be valid Until 20th August 2019
ITB 19.2	The extended period of the bid may be decided by the Ministry Procurement Committee.

ITB 20.1	Bid shall include a Bid Security in favors of Development Lotteries Board Issued by a Commercial bank registered with Central Bank of Sri Lanka as per included in Section IV Bidding Forms. **Non submission of the bid security as per the given form in section IV will be rejected.**
ITB 20.2	The amount of the Bid Security Shall be Rs 500,000/-. The Validity period of the bid Security shall be 180 days from the date of closing the bid.
ITB 20.4	Bid security of the successful bidder will be released after accepting of the Performance Security and after signing of the Agreement. Bid Securities of the unsuccessful bidders will be released after finalizing the tender.
ITB 20.5	Bid Security will be forfeited if a bidder withdraws its bid during the period of bid validity and /or if the selected bidder fails to sign the agreement and /or fails to submit the performance Security within the stipulated time period.
ITB 21.2	**Format & Signing of Bids :** Original and duplicate of the bids shall be typed, or hand written in indelible ink in the format given as the Section IV bidding forms (in page 28-34) and signed by the authorized signatories. Changes to this format shall lead to rejection of the bid.
ITB 21.3	Any change, addition, deletion, alteration or interpolation should be legibly indicated and should be authenticated by the authorized signatories. All the bids received non conformity to these requirements are liable to be rejected.
	D. Submission and Opening of Bids
ITB 22.1	**Submission, Sealing & Marking of Bids :** Sealed Bids should be deposited in the tender box kept at 1st floor, Chairman's Division, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 or also be sent by registered post so as to reach the Chairman, Ministry Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02 before the closing time and date specified. All bids should be properly sealed and submitted in duplicate in separate covers marked **"Original"** and **"Duplicate"** on the top center of the envelope. Above two said envelopes should be contained in another envelope and properly sealed.
ITB 22.2	The inner and outer envelops shall bear the following identification marks : On the top left hand corner of each cover should be marked "Bid for Designing, Developing, Printing & Suppling of Instant Scratch-off Lottery Tickets to the Development Lotteries Board". Each cover should also be affixed with the Company seal of the prospective Bidder and addressed to "The Chairman, Ministry Procurement Committee, DEVELOPMENT LOTTERIES BOARD, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.
ITB 23.1	For bid submission purposes, the Purchaser's name and address is : Development Lotteries Board No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.
ITB 24.1	**Late Bids**: Any bid received by the purchaser after the deadline for submission of bids shall be declared late, rejected and returned unopened to the bidder.
ITB 26.1	The bid opening shall take place at: Development Lotteries Board No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02.
	E. Evaluation and Comparison of Bids
ITB 34.1	Domestic preference shall not be a bid evaluation factor.
ITB 35.4	The bids will be evaluated based on the Section III. Evaluation and Qualification Criteria. A marking scheme is provided in Annex "F" to evaluate the adequacy of machineries and printing plant, man power, financial stability and other facilities which are the critical factors in performing the contract. Minimum 50 marks should be obtained to be qualified for awarding.

Section III. Evaluation and Qualification Criteria

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

1. **Eligibility & Proof of Ability:**
   (a) Bidder must submit documentary evidence to prove his ability to carry out the contract and this should include past experience, Clientele, staff availability, financial position and other relevant matters as given in Annex "C".

   (b) The Bidder should have a minimum of one year experience in computer connected in line printed latex coated variable data with scratch cards/ tickets using ink jet technology. Bidder should substantiate proof of eligibility for the above requirement by providing certificate from reputed organization/ company for one year experience in printing latex coated variable data with scratch cards/ tickets using aluminum foil laminated board and Eco friendly board and copies of orders from organization and portion of signed and approved working papers pertaining to cards/ tickets design, fan folding, ink jet technology and fan folded sample cards/ tickets

   (c) The Bidder should have minimum of one year experience in In-Line integrated reel-fed printing including full In-Line process of front processing color processing, back printing variable data and bar code printing using ink jet technology and latex coated variable

   Data with scratch cards/ tickets completed all in one pass. One year experience in printing of latex coated variable data with scratch cards/ tickets using 240 X 240 (minimum dpi ink jet printing is a must). The printing machinery should have the facility of printing additional two special colours apart from front and back side single colour printing in the same operation.

   Bidder should substantiate above requirement by providing details of own In-Line printing machines with number of printing units and the copy of certificate issued by the manufacturer, number of printing heads (240X240 dpi ink jet printing technology), invoice for the purchase of machinery, fan folding equipment, ink jet machine and installation certificate for the above equipments along with the Bid

2. **A well Established Organization which confirms to the following criteria :-**
   Should possess the following requirements and documentary evidence should be submitted along with the bid.

(I) a.) Bidder should have minimum of one year experience in security printing, and should have all equipment for the production and must have technical competency in-house. Documentary evidence should be submitted along with the bid.

b.) Bidder should have appropriate Information Technology (IT) competency to generate required database according to the prize structures and game parameters given by the Development Lotteries Board from game to game.

(II) Organization management structure, Number of Employees of each Category, Qualifications and Experience of each Director and each Senior Employee, IT staff, nominated for the project. Documentary evidence for qualifications and experience should also be stated. The senior IT staff Member should have a B.Sc. degree in Computer Science or equivalent and at least three years IT Related Work experience.

(III) a.) 24 hours CCTV operation to cover the production process and the peripheral areas with minimum six months recording.

AND

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

AND

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

OR

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

e.) Details of the facilities available for First Aid, Lodging, Toilet, Canteen, Welfare, Recreation etc. for the employees to minimize their outside contacts in the process of production.

f.) Whether the EPF & ETF are being paid to the employees. If yes, provide documentary evidence.
g.) Whether exempted from the payment of taxes imposed by the Government of Sri Lanka. If yes, provide documentary evidence.
h.) Whether obtained VAT and NBT registration Number. If yes, provide a copy of the certificate.
i.) Whether maintain any Income Tax File. If yes, provide documentary evidence.
j.) Whether pay Value Added Taxes and Nation Building Tax:-If yes, provide documentary evidence.
k.) Evidence to prove un-interrupted service of production.
l.) A List of check methods implemented to ensure the accuracy of the production.
m.) A copy of the Company profile should also be sent as per **Annexure A**

3. **Qualifications and experience:**- Qualified and experience personnel should be available in the organization not only for the entire process of production but also responsible for each and every point of the process. Bidders should submit details of each process of production. Name and position of the officer attached to each process of production should be stated.

4. **Required Machinery, Equipment and Facilities**:- Required Machinery, Equipment and other Facilities should be available in the same premises. The following details should also be submitted.

a. Make country of origin, volume per hour, number of colours of the printing machine proposed for scratch lottery printing. The printing process / processes should be mentioned. E.g. Offset, Screen Printing, Flexo Printing, Digital Printing or the combination of all. Mention the drying/ curing method.
E.g. Hot Air, UV. Mention the details of print inspection system and data integrity system installed for quality control. A condition report of the machinery should be certified by a chartered engineer.

b. Machine shall be In-Line which consists of printing, error detection, variable data printing, Overlay printing and scratch-off printing.

c. Details of packing and pack labeling.

d. In case of failure of machineries the supplier should have additional capacity for the fulfillment of the market demand.

5. **Software Package: -**Full details of the generation of game symbols should be given. No tracking record linked to the game images is allowed.

6. **Storage**: - Ample space should be available in house for appropriate condition of storing finished products of at least five million (5Mn) tickets as a buffer stock, and for storing of raw materials for a minimum period of three months. Monitoring system should be available for maintaining stocks.

7. **Contractual Obligations:** - Supplier should indicate current contracts if any in hand and the date of expiry of such contracts.

8. **Current Orders in Hand:-**Names of the clients and contact details should be submitted along with the performance certificates issued by the clients.

9. **Audited Financial Reports**:- Supplier should submit the audited financial reports of immediate last two (2) years.

10. **Bid Security, Performance Bond and Insurance Cover: -**Should be in terms of the conditions stipulated by the purchaser and able to provide within the time period specified.

11. Lowest evaluated substantially responsive Bidder should be able to print and produce Lottery Tickets as per the given Prize Structure prior to accepting the offers.

12. Total value of price quoted under different sizes will be taken for consideration of price evaluation.

13. Bidder shall have Completed a similar printing contract worth Rs.100Mn during last 02 (two) years.

14. Bidder shall have annual average printing turnover for similar works over Rs.200Mn during last 2 (two) years.

Section IV. Bidding Forms

		Page No.
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DEVELOPMENT LOTTERIES BOARD

DESIGNING, DEVELOPING, PRINTING & SUPPLING OF INSTANT SCRATCH-OFF LOTTERY TICKETS TO THE DEVELOPMENT LOTTERIES BOARD

DLB/FIN/20/PRO/259

BID FORM

The Chairman,

Ministry Procurement Committee,

C/o Development Lotteries Board,

356, Dr. Colvin R. De Silva Mawatha,

Union Place, Colombo 02.

Sri Lanka.

Bid for DESIGNING, DEVELOPING, PRINTING & SUPPLING OF INSTANT SCRATCH-OFF LOTTERY TICKETS for DLB.

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

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

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

a. Technical Specifications (pages 37 – 40)
b. Price Schedules for Instant Scratch off lottery tickets (pages 31 – 32)
c. Specimen Form of Bid security Guarantee (page 33)
d. Specimen of Performance Guarantee (page 63)
e. Specimen form of agreement (pages 61- 62)
f. Machinery & Technical details (Annex E)
g. 200 continuous fan folding Samples of each ticket printed as per the specifications given in the Bid Document should be attached.
h. Other documents related to Bid.

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

My/Our Bank Reference is as follows ……

Signature of Bidder:…….

Name of Bidder : ……..

Address : …….

Fax: …….

Company Seal

PRICE SCHEDULE (FOR RS. 20/- INSTANT TICKET (SIZE 2.5" X 4")

(Both in Words & Figures)

DLB/FIN/20/PRO/259

Specify the Stock paper Aluminum Foil ☐ Eco friendly ☐

	SLRS	In words
a) print cost for one million tickets. This should include the computer Program Cost for the instant ticket as per specifications given in page 37-40.	..... (Two decimals)	.....
b) Cost for other features:		
1) Chameleon effect for 1000 tickets	.....	.....
2) Relief Engraved Pattern for 1000 tickets	.....	.....
3) Invisible Image for 1000 tickets	.....	.....
c) Vat	.....	.....
d) NBT	.....	.....
e) Any other taxes	.....	.....
Total cost	---------- ==========	---------- ==========

Additional Cost for additional 2 colours process over Scratch off for one million tickets.

Date: Signature:

(Company Seal)

Name & Address of Bidder 1. Witness

2. Witness

PRICE SCHEDULE (FOR RS. 10/- INSTANT TICKET (SIZE 2" X 3.875")

(Both in Words & Figures)

DLB/FIN/20/PRO/259

Specify the Stock paper	Aluminum Foil ☐	Eco friendly ☐
	SLRS	In words
a) print cost for one million tickets. This should include the computer Program Cost for the instant ticket as per specifications given in page 37-40.	..... (Two decimals)	.....
b) Cost for other features:		
1) Chameleon effect for 1000 tickets	.....	.....
2) Relief Engraved Pattern for 1000 Tickets	.....	.....
3) Invisible Image for 1000 tickets	.....	.....
c) Vat	.....	.....
d) NBT	.....	.....
e) Any other taxes	.....	.....
Total cost	---------- ==========	---------- ==========

Additional Cost for additional 2 colours process over Scratch off for one million tickets.

Date: Signature:

(Company Seal)

Name & Address of Bidder 1. Witness

2. Witness

Format for Bid Security

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in Brackets]

---------- [Insert issuing agency's name and address of issuing branch or office] ------
Beneficiary: ---------- [insert (by PE) name and address of Employer/Purchaser]
Date: -------- [insert (by issuing agency) date]

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

We have been informed that --------- [insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated --------- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution/supply [select appropriately] of [insert name of Contract] under Invitation for Bids No.
---------- [insert IFB number] ("the IFB").
Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

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

(a) Has withdrawn its Bid during the period of bid validity specified; or

(b) Does not accept the correction of errors in accordance with the Instructions to
Bidders (hereinafter "the ITB") of the IFB; or

(c) Having been notified of the acceptance of its Bid by the Employer/Purchaser during the Period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) Fails or refuses to furnish the Performance Security, in accordance with the ITB.

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

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

[Signature of authorized representative(s)]

Manufacturer's Authorization

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

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

No.: …….. [Insert number of bidding process]

To: …… [Insert complete name of Purchaser]

WHEREAS

We ……[insert complete name of Manufacturer], who are official manufacturers of ……..[insert type of goods manufactured], having factories at……. [Insert full address of Manufacturer's factories], do hereby authorize…….. [Insert complete name of Bidder] to submit a bid the purpose of which is to provide the following Goods, manufactured by us …….[insert name and or brief description of the Goods], and to subsequently negotiate and sign the Contract. We hereby extend our full guarantee and warranty in accordance with the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed:…… [Insert signature(s) of authorized representative(s) of the Manufacturer]

Name: …….. [Insert complete name(s) of authorized representative(s) of the Manufacturer]

Title:…….. [Insert title]

Duly authorized to sign this Authorization on behalf of:…….. [Insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of Signing)

Section V. Schedule of Requirements

Page No.

1. List of Goods and Delivery Schedule……. 36

2. Technical Specifications……..... 37-40

3. Factory Inspections and Tests……..... 41

List of Goods and Delivery Schedules

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

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

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

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

Technical Specifications for Designing, Developing, Printing & Suppling of Instant Scratch-off Lottery Tickets to the

DEVELOPMENT LOTTERIES BOARD

1. DESCRIPTION OF THE GAME CONCEPT: -

The Instant Scratch-off lottery ticket is played removing the rubber/latex coating on the face of the ticket. This coating should be internationally accepted and suitable to the weather conditions in Sri Lanka. The game method will vary game to game.

2. GENERAL SPECIFICATIONS OF INSTANT TICKETS

1)	**Ticket Size**	:	(2.5”x 4”) for Rs. 20/- (2” x 3.875”) for Rs 10/-
2)	**Stock / Paper Option I**	:	10 point(250 Microns, tolerance(_+5%)) one side coated white card Laminated to aluminum foil.
	Stock / Paper Option II	:	10 point (250 microns, tolerance(_+5%)) eco friendly, white Card stock quoted one side
		:	Twelve pieces of A4 sized unprinted sample papers should be provided along with the offer
3)	**Front Colours**	:	4 process colours
4)	**Back Colours**	:	1 Colour
5)	**Book & Ticket**	:	Each ticket should have a book number/ticket Number in the following order, printed out of the game play area. Y000-000000-0-000 where, Y000 is the game number 000000 is the six digits (6) book number 0 is the single (1) check digit number 000 is the three (3) digits ticket number
6)	**Security Features**	:	**1. Chameleon effect** **2. Relief Engraved Pattern** **3. Invisible Image**

For Rs. 20/- Ticket

a) The ticket number should start from 001 and ascend to 100 for each book of tickets. Book number will start from 000001 and should be printed in ascending order. The check digit is single and should be placed in between book number and ticket number.

b) Each ticket will have a unique consecutive pack and sequence number printed on the ticket and Bar coded. Each book will have 100 tickets per book. Each game should be assigned with an identification number. E, G etc.

For Rs. 10/- Ticket

a) The ticket number should start from 001 and ascend to 200 for each book of tickets. Book number will start from 000001 and should be printed in ascending order. The check digit is single and should be placed in between book number and ticket number.

b) Each ticket will have a unique consecutive pack and sequence number printed on the ticket and bar coded. Each book will have 200 tickets per book. Each game should be assigned with an identification number. E, G etc.

7) Game data printing

Variable game data and barcode (In game play area) should be printed in inject printing technology and resolution of the game data and the barcode should be minimum of 240 X 240 dpi.

8) Validation

Validation code of 8 unique digits should be located in the game play area under the latex coating of the ticket.

Prizes have to be validated in the computer and therefore computer validation number has to be printed under the rubber/latex coated area of the ticket. A compact disc has to be provided with each consignment with algorithms to be used for the computer validation. The maximum memory that could be allocated for the algorithm is 90k. The software has to be developed by the successful Bidder after consulting the IT Department of the Development Lotteries Board to be compatible with Development Lotteries board software. Validation will be done either through VRN number or Barcode Readers. The IT officer/systems administrator should have the facility to view and print the ticket re-construction.

For the lower value prizes, validation codes have to be available in the play area for the dealer to identify the winning tickets visually.
If a damaged ticket (damaged by the customer) is referred to the Bidder, he should be able to reconstruct the ticket whether it is a winning or a non-winning ticket.

9)	**Perforation**	:	Between tickets to allow easy separation
10)	**Overprint above Game area**	:	2 colours. (On request luminous colors)
11)	**Packing**	:	i) ➢ For Rs. 20/- Instant tickets - All packs / books in shrink-wrapped. Each pack/book will have 100 tickets, continually fan folded by 4

- For Rs. 10/- Instant tickets - All packs /

books in shrink-wrapped. Each pack/book will have 200 tickets, continually fan folded by 5

ii)

- The packs/books have to be packed in Delivery boxes (tri-wall corrugated cardboard sleeve and a delivery Box should consist of 5,000 tickets per box. The successful Bidder and Development Lotteries board to decide amicably on the shape of the delivery box.

- The packs/books have to be packed in Delivery boxes (tri-wall corrugated cardboard sleeve and a delivery Box should consist of 10,000 tickets per box. The successful Bidder and Development Lotteries board to decide amicably on the shape of the delivery box.

iii) A label should be pasted on the delivery Box showing game name, delivery box number, number of books & address of the Development Lotteries Board.

12) Delivery Report : List gross number of tickets, omissions and net contents. List and compact disc of omissions by book number originals to be sent with the delivery.

13) Delivery : Supplier should deliver to the stores of Development Lotteries Board

14) Validation : Validation algorithm included Compact discs should be sent to the Development Lotteries Board by hand after Production

15) Design : The artwork will be supplied by the Development Lotteries Board for each game along with a suitable name for each game. If the supplier gives the artwork, approval has to be obtained from Development Lotteries board.

16) Prize Structure : i) Prize structure will be given by the DLB.

ii) An agreed value of law tier prizes has to be guaranteed in every book. Positioning of low tier prizes should be as instructed by Development Lotteries Board, but should not have an ideal pattern.

17) Number of Ticket : This will be included in the working papers which will **as per Game** be signed with each consignment.

18) Ticket security (a) all tickets should be printed using In-Line computer printing programs and should be 100% free of any security risk on prizes and tampering of the tickets.

(b) Game play area should be printed with at least 24 or more bendy patterns behind the game data coating in two or more colors, covered with protective coating and all hidden mead images covered by a security water proof tint as requested by Development Lotteries Board.

(c) All game data of the ticket should be printed over a special water proof base coat and covered with protective coating.

(d) Each ticket should not have more than one prize and not have more than one high tier or mid-tier winning per ticket and winning ticket should not have an identical pattern and the location of winning tickets should be generated randomly by software.

(e) The printer should maintain a backup information system, at least for a period of 24 months from the consignment of which received by Development Lotteries Board. Under any circumstances a ticket with unreadable bar code/VRN information is referred to the printer, the printer should be able to identify whether it is a winning ticket or not.

19). Coating : The protective coating of each and every ticket can be Scratched without any difficulty (100% free of damages)

20). Insurance : Insurance cover as per Annex ”D” should be given by the Bidder through an Insurance company represented in Sri Lanka on guaranteed prizes within a consignment of tickets and for any over redemption of prizes over and above the specified percentage in the working papers.

21). Advertising and point of sales materials : Point of Sales Material of 20,000 posters (size 22"x17.5" – 100 gsm Art paper) and 5,000 danglers every 4 months, Sample tickets and oversized tickets to be supplied, if requested by Development Lotteries Board, free of charge.

Factory Inspections and Tests

During the Evaluation

1. The Ministry Procurement Committee and /or Technical Evaluation Committee and / or their authorized representatives shall have free access to inspect the site where the Scratch-off (instant) Lottery Tickets are proposed to be printed supplied and delivered. This inspection will be done prior to accepting the offers at all reasonable times without giving any prior notice.

2. At the time of inspection all machinery required to print lottery tickets as specified in the bidding documents should be made available for inspection.

3. Printing of sample scratch-off (instant) lottery tickets with requested security feature should also be demonstrated to the inspection team at the time of inspection.

After awarding the contract

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

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Section VI. Conditions of Contract

1. Definitions

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

(a) "Contract" means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

(b) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.

(c) "Contract Price" means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

(d) "Day" means calendar day.

(e) "Completion" means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

(f) "CC" means the Conditions of Contract.

(g) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.

(h) "Purchaser" means the entity purchasing the Goods and Related Services, as specified in the Contract Data.

(i) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation training and initial maintenance and other such obligations of the Supplier under the Contract.

(j) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.

(k) "Supplier" means the natural person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.

(l) "The Project Site," where applicable, means the place named in the Contract Data.

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

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

(i) "corrupt practice" means offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;

(ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.

(iii) "collusive practice" means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and

(iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of contract.

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

4.2 Entire Agreement

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

4.3 Amendment

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

4.3.1 Severability

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

5. Language

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

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

6. Joint Venture, Consortium or Association

6.1 If the Supplier is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one Parties to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.

7. Eligibility

7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.

8. Notices

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

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

9. Governing Law

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

10. Settlement of Disputes

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

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

Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.

10.3 Notwithstanding any reference to arbitration herein,
(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree and
(b) the Purchaser shall pay the Supplier any monies due the Supplier.

11. Scope of Supply

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

12. Delivery and Documents

12.1 Subject to CC Sub-Clause 32.1 the Delivery of Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.

13. Supplier's Responsibilities

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

14. Contract Price

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

15. Terms of Payment

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

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

15.3 Payments shall be made promptly by the Purchaser, but in no case later than thirty (30) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.

16. Taxes and Duties

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

17. Performance Security

17.1 If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (10%) of the Contract Price for the performance of the Contract.

17.2 The proceeds of the Performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.

17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

18.1 The copyright in all drawing, documents, and other materials Containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Suppler, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copy right in such materials shall remain vested in such third party.

19. Confidential Information

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

19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.

19.3 The above provisions of CC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.4 The provisions of CC Clauses 19 shall survive completion or termination, for whatever reason, of the Contract.

20. Subcontracting

20.1 The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.

20.2 Subcontracts shall comply with the provisions of CC Clauses 3 and 7.

21. Specification and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and when no applicable standard is mentioned,

the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods country of origin.

(b) The supplier shall be entitled to disclaim responsibility for any design, data, drawing, specification or other document, or any modification thereof provided or designed by or on behalf of the Purchaser, by giving a notice of such disclaimer to the Purchaser.

(c) Wherever references are made in the Contract to codes and standards, in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with CC Clause 32.

22. Packing and Documents

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

23. Insurance

23.1 Unless otherwise specified in the Contact Data, the Goods supplied under the Contract shall be fully insured against losses or damages incidental to manufacture or acquisition, transportation, storage, and delivery.

24. Transportation

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

25. Inspection and Tests

25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as specified in the Contract Data.

25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract data. Subject to CC Sub-Clauses 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.

25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser

bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.

25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacture any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.

25.5 The Purchaser may require the supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the delivery dates and completion dates and the other obligations so affected.

25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.

25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The supplier shall either rectify or replace such rejected goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4

25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract price, as liquidated damages, a sum equivalent o the percentage specified in the Contract Data of the delivered price of the delayed goods or unperformed services for each week or part thereof delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those Contract data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.

27. Warranty 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.

27.2 Subject to CC Sub-Clause 21.1 (b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.

27.3 Unless otherwise specified in the Contract data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.

27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discover thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Purchaser.

27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take with a reasonable period such remedial action as may be necessary at the Supplier's risk and expenses and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2 , indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expense, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

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

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

28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-clause 28.1 the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Supplier fails to notify the Purchaser with twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the purchaser shall be free to conduct the same on its own behalf.

28.4 The Purchaser shall, at the supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the supplier for all reasonable expenses incurred in so doing.

28.5 The purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.

29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct,

(a) The Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser and

(b) The aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the supplier to indemnify the purchaser with respect to patent infringement.

30. Change in Laws And Regulations

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

31. Force Majeure

31.1 The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

31.2 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of the Purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all Reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change orders And Contract Amendments

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

(a) Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;

(b) The method of shipment or packing;

(c) The place of delivery; and

(d) The Related services to be provided by the Supplier.

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

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

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

33. Extensions of time

33.1 If at any time during performance of the Contract, the supplier or its Sub-contractors should encounter conditions impeding timely delivery of the Goods or completion of related services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.

33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

(a) The purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part.

(i) If the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;

(ii) If the Supplier fails to perform any other obligation under the contract; or

(iii) If the Supplier in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC clause 3, in competing for or in executing the Contract.

(b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1 (a), the Purchaser may procure, upon such terms and in such manner as it deems

appropriate, goods or related services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or related services. However, the Supplier shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

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

34.3 Termination for Convenience

(a) The Purchaser, by notice sent to the supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

(b) The Goods that are complete and ready for shipment / delivery within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect.

(i) To have any portion completed and delivered at the Contract terms and prices; and/or

(ii) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and related services and for materials and parts previously procured by the supplier.

35. Assignment

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

Section VII. Contract Data

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

CC 1 **CC 1.1(h)** **CC 1.1 (l)**	**Definition** **The Purchasers is: -** Development Lotteries Board
CC 4.3	**Amendments** The Agreement may be amended or modified only by giving one-month prior notice of the same by any party followed by an agreement in writing signed by both parties.
CC 8.1	For **notices**, the Purchaser's address shall be: Development Lotteries Board, No. 356, Dr. Colvin R De Silva Mawatha, Union Place, Colombo 02. For **notices**, the Supplier's address shall be: ....
CC 10.2	**Disputes** Should any dispute arise with respect to the Agreement the Supplier and the DLB agree to act immediately to resolve such dispute amicably. In the event that such dispute cannot be settled amicably it shall be resolved by litigation in the Sri Lanka Courts and the parties hereby submit to the exclusive jurisdiction of the Sri Lanka Courts. The Supplier agrees that the existence of a dispute notwithstanding it will continue without delay to carry out all its responsibilities under the Agreement of all non-disputed work. Any additional costs incurred by the Supplier or the DLB as a result of such failure to proceed shall be borne by the Supplier and the Supplier shall make no claim against the DLB for such costs.
CC 12	**Delivery** **CC 12 is deleted**
CC 15.1	**Terms of Payments** Settlement of the invoices will be made within 30 days of the respective game of Scratch off Instant Lottery tickets, subject to the receipt of quality and quantity certificate issued by the officer/ officers appointed by the Development Lotteries Board. *CC15.2 and CC15.3 are deleted.
CC 16.1	**Taxes and Duties** DLB shall reimburse to the Supplier Value Added Tax and Nation Building Tax only.
CC 17.1	**Performance Security** A Performance Security of 10% of the total contract sum as per the specimen given under contract forms obtained from a Commercial bank approved by the Central Bank of Sri Lanka shall be submitted within fourteen (14) days of the notification of contract award. Performance security shall be valid of one year with effect from date of signing the agreement.
CC 18.2	**Patents copyrights and Trademarks** The Supplier shall indemnify the DLB and hold it harmless from any and all claims that the method of design print and/or manufacture of a contracted lottery ticket infringes upon rights under any existing valid and recognized patent copyright or trademark currently registered as such under any state or federal law. This clause shall not apply to any breach by the DLB of any recognized patent copyright or trademark supplied to the Supplier by the DLB.

CC 19.1	**<u>Confidential Information</u>** The parties will guarantee that none of its personnel or designers shall disclose to any other person or organization any information marked "confidential" by either party. The confidential information and all other data should be used only for the purposes of this agreement and the Supplier will not at any time during or at any time after the completion, expiry or termination of this agreement use or disclose the same whether directly or indirectly, to any 3rd party without the DLB's prior consent. CC 19.2, 19.3 and 19.4 are deleted
CC 20.1	**<u>Sub-contracting</u>** The Supplier shall not subcontract or assign this Agreement or any part thereof CC 20.2 is deleted.
CC 22.2	**<u>Packaging</u>** • Tickets should be fan folded into books of tickets shrink wrapped. Number of books in a carton and carton labeling will be specified for each game/order. • The packs / books have to be placed in Corrugated Board boxes. A box should consist consequently numbered packs per box. • The volume of the tickets in a book and the volume of books in a carton will vary according to the DLB requirements. • A label should be pasted on the packs / books showing game number, name of game, serial number range, selling price (as instructions given by DLB). • A label should be pasted on the Corrugated Board box showing game number, name of game, serial number range and address of the DEVELOPMENT LOTTERIES BOARD.
CC 24.1	**<u>Transportation</u>** Transportation of Scratch off Instant Lottery tickets to the Development Lotteries Board is a responsibility of the supplier. The supplier shall indicate the available transport arrangements for lottery tickets with appropriate security measures.
CC 24.2	**<u>Delivery</u>** • The Tickets should be delivered to the Head Office of the Development Lotteries Board Ten days before to the date of launching the game. • Each consignment delivered should have a Delivery order report and a computer data base with the book numbers. • The supplier shall send the following documents to the DEVELOPMENT LOTTERIES BOARD. **i)** Manually signed copies of the Supplier's Invoice showing goods description, quantity, unit price, total amount, with taxes. **ii)** Copies of packing list or identifying contents of each package dispatch Note Delivery. **iii)** Manufacturer's/Supplier's Guarantee Certificate;
CC 25.9	**<u>Inspection and tests</u>** The DLB or its authorized representative has the right at all times to inspect or otherwise evaluate all phases of performance under this Agreement and the premises in which it is being performed.
CC 26.2	The liquidated damages shall be 1% per week on contract value. The maximum amount of liquidated damages shall be 10% on contract value.

CC 27	**<u>Warranty</u>** The Supplier shall unconditionally warrant any lottery tickets furnished pursuant to this Agreement as being free from defects and conforming to the standards and specifications agreed to in the Agreement.
CC 28	**<u>Patent indemnity</u>** *** CC 28.5 deleted**
CC 29	**<u>Limitation of liability</u>** For as long as this agreement remains in force and for a period of six months after its termination the Supplier agrees at its cost to maintain an errors and omissions insurance policy naming the Development Lotteries Board as an insured in an amount of Rs. 50,000,000/= (Sri Lankan Rupees Fifty Million) which insurance policy shall provide in accordance with the specimen in Annex "D" that the Development Lotteries Board shall be paid there under as set out below: i) With respect to any game the amount of an over-redemption (i.e. the amount by which the total valid prize winnings which the Development Lotteries Board is legally obligated to pay exceeds the prize structure approved by the Development Lotteries Board with respect to such games, but not resulting from normal statistical deviation) notwithstanding that all tickets with respect to such games have not been sold; and ii) An amount equal to that proportion of the total Lost Costs to the Development Lotteries Board with respect to any game which is terminated because of over-redemption which the number of tickets sold and paid for, bears to the total number of tickets ordered by the Development Lotteries Board with respect to such game. For all purposes hereof – (a) "Lost Costs" includes the purchase price paid (or payable) to the Supplier for the tickets not used because a Game was terminated as a result of over-redemption and the actual costs borne by the Development Lotteries Board for advertising and promotion with respect to such Games; and (b) A prize consisting of a free ticket shall have an equal to the purchase price of such ticket payable by a member of the public. (a) For greater certainty, it is declared that the coverage supplied by the said Insurance policy is with respect to each and every ticket delivered to the Development Lotteries Board and is only subject to said insurance policy limits. (b) If number of prizes for prize tiers are less than the agreed, as per working papers, the shortfall has to be paid to the Development Lotteries Board by the supplier and a penalty of Rs. 100,000/- in respect of each game will be imposed by the Development Lotteries Board on the supplier. (c) If the said policy or policies provide that the Supplier must make a payment before the insurer is liable (known as a "deductible") then the Supplier agrees to pay to Development Lotteries Board the amount of such deductible if the insurer or insurers would otherwise be liable to make such payments. (d) If the Development Lotteries Board so requests, the Supplier shall obtain additional insurance coverage as set forth in the request. (e) The Supplier agrees to deliver a Certified True copy of the Insurance policy (or policies) issued by an Insurance Company represented in Sri Lanka to the Development Lotteries Board and if the Development Lotteries Board does not within a period of 60 days from the delivery make written objection to the Supplier then it shall be deemed to have accepted the adequacy of the insurance.

CC 34	**Termination** Any failure, noncompliance, violation, infringement, negligence or default on the part of the Supplier in respect of its obligations under the Agreement as may be determined to be so at any time by the DLB shall amount to a breach of contract in which event the DLB shall be entitled to first suspend the operation of the contract by means of a notice of suspension signed by the General Manager, Development Lotteries Board and thereafter, once the approval of the Board of Directors of the Development Lotteries Board has been obtained, to terminate the contract by means of a letter of termination signed by the Chairman , Development Lotteries Board . Further, should the sale of tickets and operation of the above-mentioned lottery cease for any reason whatsoever, the relevant contract for the supply and delivery of such of the scratch-off (instant) lottery tickets should also be treated as being automatically and simultaneously terminated from the date of such ceasing. The Development Lotteries Board shall not enter into any future contracts with any Supplier whose contract has been terminated as set out in the first paragraph above unless the Board of Directors of the Development Lotteries Board grants specific approval for the same. If the Supplier becomes bankrupt or compounds or makes any arrangement with or for the benefit of its creditors or (being a company) enters into compulsory or voluntary liquidation or amalgamation (other than for the purpose of a bona fide restructuring or amalgamation without insolvency) or has a receiver or manager appointed of the whole or substantially the whole of its undertakings or if any distress or execution will be threatened or levied upon any equipment and or software or other property of the Supplier or if the Supplier is unable to pay its debts in accordance with the law relating to this agreement this Agreement shall stand automatically terminated.
CC 36	**Indemnity** Where the Scratch-Off (Instant) Lottery Tickets are designed, developed, printed, supplied, deviating from the required prize pattern of winning tickets or the numbering systems or in any other manner other than that precisely and specifically required by the Development Lotteries Board, due to a willful commission, omission or error, fault, addition or deficiency of any description in the process of production, the full liability thereof shall be borne by the supplier. Whatever the additional cost on account of prizes arising from such willful commission, omission or error, fault, addition or deficiency of any description in the process of production shall be met by the supplier. Each selected bidder therefore shall enter into an agreement along with a valid insurance cover to the value of Rupees Fifty Million (Rs.50,000,000/)with the Development Lotteries Board indemnifying the Development Lotteries Board against any additional cost on account of prizes arising from such willful commission, omission, or error, fault, addition or deficiency of any description in the process of production in the Printed form or soft form of lottery as well. For greater certainty and clarity, it is declared that the coverage provided by the said insurance policy limits. If the Development Lotteries Board so requests, the supplier shall use his best efforts to obtain from his insurer, at the cost of the additional insurance coverage as set out in the request. Clearly worded certificate of insurance to be submitted with a reinsurance documents issued by a recognized reinsurance company prior to the signing of the contract by the selected bidder.

CC 37	**<u>Non-confirming or defective tickets and Recovery of Commercial Loss</u>** The supplier should deliver tickets conforming to the specifications as per the Bid document and according to the approved samples. In the event of receiving defective / un-salable tickets the Chairman, Development Lotteries Board reserves the right to claim for commercial loss ascertained by a Committee appointed by the Board of Directors of the Development Lotteries Board.
CC38	**<u>Excess Prizes</u>** If the tickets supplied by the supplier include more prize- winning tickets than the specified price structure provides for the Supplier is then liable to pay the value of the excess prizes to the Development Lotteries Board, against third party actions.
CC39	**<u>Intellectual Property Rights</u>** The Supplier shall be solely responsible for the protection of intellectual property rights of the DLB and/or royalties of the product supplied by the supplier and the supplier shall undertake to save harmless and indemnify, the Development Lotteries Board from and against all claims and/or demands and/or proceedings and/or damages and/or cost and/or charges and/or expenses in the event of a breach of such patent rights and/or Royalties by the supplier for the Development Lotteries Board in respect of the product supplied and further, to defend the Development Lotteries Board in any suit, action and/or proceeding being instituted against the Development Lotteries Board and to bear all expenses incidental to and in connection with, such suit, action or proceedings in the event of such breach.
CC40	**<u>Period of contract</u>** The duration of this Agreement shall be for one year. The Supplier shall submit a Performance Security as referred to herein to be extended on a yearly basis and to tender such extensions to the DLB, so as to ensure that the said Performance Security is valid for the entire duration of this Agreement.

Section VIII. Contract Forms

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1. Contract Agreement

DLB/FIN/20/PRO/259

THIS AGREEMENT made on this ……. Day of ……. Between the Development Lotteries Board duly incorporated under Parliament Act No 20 of 1997 of Sri Lanka and having its registered office at No 356, Dr. Colvin R. De Silva Mawatha, Union place Colombo 02, Sri Lanka (hereinafter "The Purchaser") of the one part and (Name of Supplier) of (City and Country of Supplier) (hereinafter "The Supplier") of the other part.

WHEREAS the Purchaser is desirous that certain goods and services should be provided by the Supplier, viz. Designing, Developing, printing and delivering of Instant Scratch off lottery tickets for DLB and has accepted the Bid made by the Supplier for the provision of those goods and services. (The said accepted Bid is annexed hereto and shall part and parcel of this Agreement).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meaning as are respectively assigned to them in the Conditions of Bid referred to.

2. Agreement will be valid for one year from the date of signing, unless terminated in terms of this agreement.

3. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.

   a) Bid Form
   b) General Conditions of Bid
   c) Technical Specifications
   d) Price Schedules
   e) Description of Basic Services required
   f) All other relevant documents in the Bid document
   g) Machinery and Technical Details

4. In consideration of the payments to be made by the Purchaser to the supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Agreement.

5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects herein, the Contract Price or such other sum as may become payable under the provisions of the Agreement at the times and in the manner prescribed by the Agreement.

6. The Supplier shall pay Rs. 150,000/- equivalent in Sri Lankan Rupees in case of faults in validation software, which delay the validation of prize payment/reimbursement of prizes until such time it is rectified.

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

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

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

Signed, sealed and delivered by the
said, Chairman,
Development Lotteries Board in the presence of

…….. ……
Chairman – DLB Working Director - DLB

Signed, sealed and Delivered by the said Managing Director,

…… in the presence of

……
Managing Director

Witness: 1……..

2……

2. Performance Security

[Note: the purchaser is required to fill the information marked as "*" and delete this note prior to Selling of the bidding document]

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

…….. [issuing Agency's Name, and Address of issuing Branch or Office]……. *Beneficiary: …… [Name and Address of Employer] ……. Date: ……..

Performance Guarantee No: ……

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

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

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

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

[signature(s)]

Annexure "A"

BID FOR THE DESIGNING, DEVELOPING, PRINTING & SUPPLYING OF INSTANT SCRATCH-OFF LOTTERY TICKETS

COMPANY PROFILE

1. NAME AND ADDRESS OF BIDDER : …….
   ……

2. NAME & ADDRESS OF BANKERS :…….
   ……

3. LOCATION OF FACTORY/FACTORIES : …….
   ……

4. Detail of experience in business of security printing/ scratch- off lottery tickets. Please give details as follows:

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

(Documentary Proof should be submitted)

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

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

7. Minimum time required for an urgent print request of 250,000tickets :……
   ……

8. Certified copies of the Audited Financial Statement of the Company for the last three financial years……
……

9. Past performance in similar printing contracts ……
……

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

I/We ……

hereby, in accordance with the Bid Notice dated ……., bid for the supply of the above mentioned items at the prices quoted above and upon the conditions set forth therein and, should this Bid be accepted, I/we covenant and agree with the

Development Lotteries Board of Sri Lanka to perform and fulfill each and all the conditions stipulated in the Bid Notice/Documents.

……

Signature of Bidder

Witness :

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

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

Annexure "B"

DOCUMENTS PERTAINING TO THE BIDDER'S ORGANISATION
AND INFORMATION TO BE SENT WITH BIDS
DLB/FIN/20/PRO/259

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

ANNEXE G**1**	-	Certified copy of Memorandum and Articles and incorporation of the Company, Association, Partnership or Joint Venture Agreement is mandatory (in English).
ANNEXE G**2**	-	Curriculum Vitae of Directors/Partners as per form 1/20 Principal Officers and Production Technical Personnel
ANNEXE G**3**	-	Certificate of Registration with the Bureau of Commerce and/or with the Securities and Exchange Commission or with the relevant Government Agency
ANNEXE G**4**	-	Corporate profile of the Company together with Audited Accounts with notes to accounts for the last two years – in respect of which Audited Accounts are Available, technical literature and data covering All aspects for the proper evaluation of the Bid
ANNEXE G**5**	-	Implementation programme for designing, developing Printing and Delivering of Instant Lottery Tickets, in a Suitable form including guaranteed time of delivery (Action Plan).
ANNEXE G**6**	-	A Bid Bond payable on demand addressed to the Chairman, Development Lotteries Board, for Rs. 500,000/- in page 33
ANNEXE G**7**	-	Price Schedule in pages 31 - 32
ANNEXE G**8**	-	The signed General Conditions, the Special Conditions And any other documents that may be relevant
ANNEXE G**9**	-	ISO 9001 certificate

Date: Signature:
(Company Seal)

Name & Address of Bidder: -

1. Witness
2. Witness

Annexure "C"

DESCRIPTION OF BASIC SERVICES REQUIRED

DLB/FIN/20/PRO/259

(a) Upon being requested by the Development Lotteries Board to proceed with a selected game to submit to the Development Lotteries Board the creative designs and rough artwork.

(b) Upon the Development Lotteries Board giving approval, the Bidder is required to prepare and deliver a draft Working Paper which shall include specifications, validation codes to appear on each ticket, prize structure, prize, packaging, shipping/delivery instructions, delivery schedule & Performa Invoice.

(c) When the Working Paper is approved in writing by the Development Lotteries Board to provide –

i) Final artwork (either by means of a Hard copy or Zip/CD); and
ii) Color keys

(d) When the Development Lotteries Board approves the final artwork and color keys to proceed with the commercial printing using up-to-date security control and printing methods and other secret technology which has been developed for the production of lottery games and tickets and to provide to the Development Lotteries Board "The Game Play Method" and "Full Game Rules".

(e) Provide to the Development Lotteries Board written procedures to enable to maintain controls of the lottery.

(f) To render assistance in the validation of disputed winning tickets.

(g) To advise the Development Lotteries Board with respect to advertising, promotional methods and procedures for maintaining controls of this Lottery.

(h) As an when DLB requires Art Works, the supplier should be capable of providing it free of charge.

Annexure "D"

Insurance Policy

DLB/FIN/20/PRO/259

1.	Insured Name Address	:	
2.	Policy No	:	
3.	Re Insurer Name Address	:	
4.	Risks	:	Legal Liability to principals arising out of acts, errors and omissions in the designing, printing, supplying and delivering, instant scratch off Lottery Tickets for Development Lotteries Board by Insured
5.	Period	:	From ……. To ……
6.	Location	:	
7.	Limit of Liability	:	Liability to the extent of Loss
8.	Terms & Conditions	:	1) Lottery Manufacturers' & Contractor's Liability Policy (Claims-made basis). War and Civil War Excluded Retroactive Date : Policy Inception Date Premium Adjustment Clause Policy Territory & Jurisdiction: Sri Lanka Deductible : Rs. …… Estimated Sales Amount for 3 years: US $... and or other currencies mentioned in para 11(i) of General conditions
9.	Beneficiary	:	Development Lotteries Board (Sri Lanka)

Issued on ……. day of ……. 20…

…… Name of Company

Authorized Officer

INSTANT LOTTERY MANUFACTURERS' &
CONTRACOTRS' LIABILITY POLICY
DLB/FIN/20/PRO/259

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

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

COVERAGE

1. The Insurers hereby agree to indemnify the respective Insured for their liability necessarily assumed under the terms of the respective Rules and Regulations of any such Lottery Game limited however for the purposes of this Section of this Policy to the actual additional cost incurred by the respective Insured in the provision of additional prizes to legitimate winners should the total of all prizes won by legitimate winners exceed 100% of the Available Prize Fund (as defined) in any insured Lottery Game (or such greater percentage as specified within the terms of the respective contract) arising in consequence of -

Any negligent act, error or omission on the part the Contractor and/or any of their Sub-Contractors or Suppliers and/or
Mechanical and/or electrical and/or electronic breakdown, failure or malfunctioning of any machinery, computer and/or peripheral equipment used in connection with the design, formulation, preparation and printing of any such Lottery Game and for which the Contractor and/or their Sub-Contractor or Supplier is responsible.

Insurers agree in addition to the foregoing to indemnify the insured for those increased costs incurred for which they are responsible in the procurement, validation, processing and distribution of such additional prizes and aforesaid, provided always the Insurers' liability under this extension is to the cost of al additional prizes.

2. Further, it is understood and agreed that the Insurer's indemnify the insured for their liability assumed under the terms of their respective Contract(s) limited however for the purpose of this Policy to :

the reimbursement to their Principal(s) of the cost of Lottery tickets supplied and/or
the reimbursement to their Principal of their Principal's expenses, costs, commitments and cancellation charges sustained or incurred including increased costs necessarily incurred by their principal(s) directly in connection with such Lottery, other than legal costs and/or expenses.

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

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

E X C L U S I O N S

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

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

Any claim made against the Insured as a result of any dishonest, malicious, criminal or deliberate illegal acts of the Insured.

Any counterfeiting and/or forgery
"On-line" and Video Lottery System
The insolvency of the insured

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

C O N D I T I O N S

1. Immediate Notice of Loss

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

2. Due Diligence

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

3. Subrogation

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

4. Fraudulent Claims

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

5. Retroactive Date

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

6. Non-Contribution Clause

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

7. Limit or Limits

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

8. Deductible

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

D E F I N I T I O N S

1. "The Activities" granted by this policy shall mean the performance by the Insured of the design, formulation, preparation, printing, supply and delivery of Lottery Game Materials including marketing and operation of various Lottery Games under the terms of their Contract(s) with their Principal in the Policy territory.

2. The terms "Available Prize Payment" and "Insurance Level" shall be deemed to mean the sum arrived at by applying the percentage of revenue allocated for prize specified in the approved prize structure applicable to the respective lottery to the aggregate of the actual revenue derived from all tickets sold PLUS the revenue which would have been derived from the sale of all those unsold tickets in each "Pool" of tickets from which at least one ticket has been sold.

3. "Contract" shall mean the document which details the general terms and conditions of the agreement between the Contractor and Development Lotteries Board and shall also mean "Working Papers" or Purchase Orders for
the supply of tickets.

4. "Probability Game" shall mean any game or any part of a game for which the playing rules require a random choice by the player in determining the prize to be won or whether the game piece becomes a winner or loser such that the total number of prizes to be paid can be estimated by application of the mathematical Laws of Probability.

5. "Legitimate Winners" shall mean a person, being eligible to participate, presenting a ticket :

a) being part of the order supplied for the Lottery Game concerned:

and

b) which bears a winning or winning combination of number(s), symbol(s) or other nomenclature which, to the best of the Validation's knowledge and belief has not been caused by forgery, mutilation or other tampering irrespective of the number contained on such ticket.

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

MILLENNIUM EXCLUSION CLAUSE

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

Insurer(s) will not pay for damages or consequential loss directly or indirectly caused by, consisting of, or arising from, the failure of any computer, data processing equipment or media, microchip, operating systems, or similar device, any computer software, or any other products, and any services, that directly or indirectly use or rely upon, in any manner, any of the items listed above, whether the property of the
insured or not, that results from any actual or alleged failure, malfunction or inadequacy due to inability to correctly recognize, failure, malfunction or inadequacy due to inability to correctly recognize, process, distinguish, interpret or accept any date as its true calendar date.

2. It is further understood that we will not pay for the repair or modification of any part of an electronic data processing system or its related equipment, to correct deficiencies or features of logic or operation.

3. It is further understood that we will not pay for Damage or Consequential Loss arising from the failure, inadequacy or malfunction of any advice, consultation, design evaluation, inspection, installation, maintenance, repair or supervision provided or done by Insured or for insured to determine, rectify or test, any potential or actual failure, malfunction or inadequacy described in 1 above.

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

Issued on …… day of …….. 2019

Name of Insurance Company

Authorized Officer

ENDORSEMENT NO :
POLICY NO :
NAME OF ASSURED :
POLICY PERIOD :

PREMIUM ADJUSTMENT CLAUSE

It is further understood and agreed that:

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

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

Issued on …… day of …….. 2019

Name of Insurance Company

Authorized Officer

Annexure "E"

MACHINERY & TECHNICAL DETAILS
DLB/FIN/20/PRO/259

1. Name of Bidder:……..

2. No. of Technical Personnel

   (A) Full Time: ……..
   (B) Part Time …….

3. Full time Engineer/Technician

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

4. Special Training Received, if any

5. List of In line Printing Machines No. of Printing Machines, name of Heads available Manufacturer, Model No. & Contact Tel. No.

   1. …….
   2. ……..
   3. …….
   4. …….

6. Number of Workers

Floor Area of the printing plant (approx).
Address of the place of the printing plant

Signature

Designation
Seal of Bidder

Annexure "F"

Check List / Evaluation Criteria

	Check List
	Price
	Bid Security - Bank
	- Value validity period
	Method of Printing variable data
	Total price per tickets which should include design, development, print, sealed pack and delivery cost This includes the cost of computer program for the game
	NBT
	VAT
	Total
	Availability of sample 100 no of tickets
	URN, barcode and the ticket numbers printed using 240 x 240 dpi (minimum)
	Compliance of Sample Tickets as per the other specifications
	Evaluation Criteria
	Machine Details and Printing Plant
	Printing Plant
	Printing Processing - In-Line Printing
	- Off-Line Printing
	12 Colours 4 Colours
	8 Colours 2 Colours
	6 Colours
	Resolution - 240 x 240 dpi
	Perforation - One Pass
	- Two Pass
	Required Output
	- Per Day < 1,000,000 tickets
	- Per Day > 1,000,000 tickets

	Man Power
	IT Professional / Software Developers / Software Engineers < 10 persons IT Professional / Software Developers / Software Engineers > 10 perrsons
	Technical Staff < 10 persons Technical Staff > 10 persons
	Financial Stability
	Core business turnover during last 2 years > 100,000,000 (Last 2 years average)
	- EPF/ETF paid as per audited accounts
	- Audited financial statements of last three years
	Other Facilities
	Storage area > 5000 sq.
	Distance - Factory to DLB - 1 Hour - 2 Hour - 3 Hour
	Vehicle availability
	Assigned QC Process (if Satisfactory)