



Ministry of Finance, Economic Stabilization and National Policies
DEVELOPMENT LOTTERIES BOARD
INVITATION TO BID
Designing, Supplying, Delivering & Commissioning
02 Nos of Latest Brand-New Air Mix Lottery Ball Drawing Machines
Bid No: DLB/PRO/2023/28

The Department Procurement Committee (DPC) on behalf of the Development Lotteries Board invites sealed bids for the Designing, Supplying, Delivering & Commissioning 02 Nos of Latest Brand New Air Mix Lottery Ball Drawing Machines from eligible and qualified local bidders who have minimum of three (03) years' experience in handling similar contracts. (similar machineries or any other computer connected software based electronics machineries)

2. Bidding will be conducted through the National Competitive Bidding Procedure. (NCB).
3. A set of Bidding document can be inspected at the Procurement Division of Development Lotteries Board, No.356, Dr. Colvin R. De Silva Mawatha, Colombo 02 on free of charges during the **19.10.2023 to 23.11.2023** between **9.00 a.m. to 3.00 p.m.**
4. Bidding documents may be purchased from the Procurement division of the Development Lotteries Board at No 356, Dr Colvin R de Silva Mawatha, Colombo 02, from **19.10.2023 to 23.11.2023** between **09.00 a m to 3.00 p.m.** from Monday to Friday (other than on public holidays) subject to the payment of Rs. 20,000.00 (Inclusive of VAT 15%) in cash as non-refundable document fee on submission of the written request on a business letter head, addressed to the Chairman, Development Lotteries Board, No356, Dr Colvin R de Silva Mawatha, Colombo 2.
5. Pre-bid meeting is scheduled at **2.30 p.m on 13.11.2023** at the Development Lotteries Board at No.356, Dr Colvin R de Silva Mawatha, Colombo 02.
6. The Bid should be accompanied by an unconditional bid security in the form and amount specified in the bidding document.
7. All the bidders should have the contract registration certificate obtained according to the "Public Contract Act No.3 of 1987" for the particular bid. If not submitted treated as rejected.
8. Bidders should furnish all the detailed information as required in the bid document.
9. As per the bid conditions, bidders must submit the bids in duplicate clearly marked "Original and "Copy" to reach the Chairman, Departmental Procurement Committee , C/o Development Lotteries Board at 356, Dr Colvin R De Silva Mawatha, Colombo 02, Sri Lanka ,or deposited in the box provided in the Procurement Division for this purpose at the above address on or before **2.30p.m on 24.11.2023** The words "**Designing, Supplying, Delivering & Commissioning 02 Nos of Latest Brand New Air Mix Lottery Ball Drawing Machines**" shall be written on top left-hand corner of the envelope. Also, it should be indicated the Bid name and Bid No
10. All Bids will be opened at **2.30 p.m. on 24.11.2023** at the above address without further notice. Bidders or their duly authorized representatives are requested to be present at the time of opening of bids. Late bids will be rejected, unopened.
11. The Department Procurement Committee (DPC) reserves its sole right to accept or reject any or all the offers or any part thereof without assigning any reason therefore and or call for additional information where necessary, as per the procurement guidelines.
12. Bid documents could also be viewed free of charge during the time and dates and at the address specified above. Also, this could be viewed on the Development Lotteries Board Website (www.dlb.lk)

Chairman,
Department Procurement Committee,
356, Dr. Colvin R. De Silva Mawatha,
Colombo 2.
Tel: +94114824824 , + 94112424517
Fax +94112390923
www.dlb.lk
19.10.2023





THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

Development Lottery Board

**Bids For Designing, Supplying, Delivering & Commissioning
02 Nos of Latest & Brand New**

Air Mix Lottery Ball Drawing Machines

NATIONAL COMPETITIVE BIDDING

DLB/PRO/2023/28

Bidders Name : -

Receipt No : -

Issued by : -

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

19th October 2023

Section I. Instructions 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 indicated 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 provided in the BDS.
 - 1.2 Throughout these Bidding Documents:
 - (16) 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
“day” means calendar day.
2. Source of Funds
 - 2.1. Payments under this contract will be financed by the source 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 National Procurement Agency:

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 practice” 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. Eligibility criteria mentioned in the section 1V.

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 National Procurement Agency (NPA), 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 NPA, www.npa.gov.lk.

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

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| 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. |
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Contents of Bidding Documents

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| 6. Sections of Bidding Documents | 6.1 The Bidding Documents consist of 2 Volumes, which include all the sections indicated below, and should be read in conjunction with any addendum issued in accordance with ITB Clause 8. |
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Volume 1

- ☐ Section I. Instructions to Bidders (ITB)
- ☐ Section V. Conditions of Contract (CC)
- ☐ Section VII. Contract Forms

Volume 2

- Section II. Bidding Data Sheet (BDS)
- Section III. Bidding Forms
- Section IV. Schedule of Requirements
- Section VI. Contract Data

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| | 6.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents. Failure to furnish all information or documentation required by the Bidding Documents may result in the rejection of the bid. |
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| 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 no later than Seven (07) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB Clause 8. |
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| 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

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| 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 | <p>11.1 The Bid shall comprise the following:</p> <ul style="list-style-type: none">(a) Bid Submission Form and the applicable Price Schedules, in accordance with ITB Clauses 12, 14, and 15;(b) Original Bid Security(c) documentary evidence in accordance with ITB Clauses 4, that conform the eligibility criteria(d) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;(e) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and(f) any other document required in the BDS Workshop facilities and trained personnel. |

- (g) A resolution passed by the board of directors for assigning an authority to this contract – company secretary certified copy should be attached.
- (h) Certified copy of the memorandum of articles & memorandum of association, form 20 obtained from company Register.
- (i) Certified copy of business registration.
- (j) Corporate profile of the company together with Audited Accounts for the last 03 years. The set of Accounts should be certified by the Chartered Accountant.
- (k) International quality report as per the clause 4.2 of the technical specification.
- (l) Customer list for last 03 years including customer name / address contract details / Job description / contract value / project completion report. (Documentary proof to be provided)
- (m) Work plan and completion schedule should be Provided.
- (n) Manufactures Authorizations

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 price 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 contracts (lots) or for any combination of contracts (packages). Unless otherwise indicated in the BDS, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately..
- 14.4 (i) Prices indicated on the Price Schedule shall include all duties and sales and other taxes already paid or payable by the Supplier:
- (a) on components and raw material used in the manufacture or assembly of goods quoted; or
 - (b) on the previously imported goods of foreign origin
- (ii) However, VAT shall not be included in the price but shall be indicated separately;
- (iii) the price for inland transportation, insurance and other related services to deliver the goods to their final destination;
- (iv) the price of other incidental services
- 14.5 The Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITB Clause 31.
- 14.6 All lots, if any, and items must be listed and priced separately in the Price Schedules. If a Price Schedule shows items listed but not priced, their prices shall be assumed to be included in the prices of other items.

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| 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 Lanka 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 | <p>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 conform to the technical specifications and standards specified in Section V, Schedule of Requirements.</p> <p>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.</p> <p>17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of spare parts, special tools, 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.</p> |

18. Documents Establishing the Qualifications of the Bidder
- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in 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 a 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 criterion 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 as specified in the BDS .if not submitted treated as rejected
- 20.2 The Bid Security shall be in the amount specified in the BDS and denominated in Sri Lanka Rupees, and shall:
- (a) A bank guarantee from Central Bank of Sri Lanka accepted banking institution;
 - (b) be issued by a institution acceptable to Purchaser. The acceptable institutes are published in the NPA website, www.npa.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 a 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 no 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 Documents 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 23. 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 successful 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 contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.

26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. 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 a 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 Bidders' 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. Nonconform -
ties, 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 a 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 nonmaterial 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
Bids

31.1 The Purchaser shall examine the bids to confirm that all of 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 requirements 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
currencies

34.1 If the bidders are allowed to quote in foreign Single Currency 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 Not applicable
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 in accordance with ITB Sub-Clause 14.2; and 14.3
 - (d) 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 the 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. Postanalytical-tin 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

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 Bids

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

Award of Contract

39. Award Criteria

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

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

40.1 At the time the Contract is awarded, the Purchaser reserves the right to increase or 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
Contract

42.1 Within Seven (7) days after notification, 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 (14) days 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 of the successful Bidder to submit the above-mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security or execution of the Bid-Securing Declaration. In that event the 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: Designing, Supplying, Delivering & Commissioning of 02 Nos. Latest Brand New Air Mix Lottery Ball Drawing Machines
	The number, identification and names of the lots comprising this procurement are: DLB / PRO/2023/28
ITB 2.1	The source of funding is: Budget allocated – DLB
ITB 4.1	<p>Eligibility</p> <p>Eligibility of the bidder is considered based on the following:</p> <ol style="list-style-type: none"> I. Bidder should be a company incorporated under Companies Act No. 7 of 2007 Sri Lanka, or if the bidder incorporated company outside Sri Lanka must have a local agent or authorized service provider in Sri Lanka preferably registered company under Companies act Sri Lanka. II. a. Bidder should have minimum of three (03) years experience in handling similar machineries or any other computer connected software based electronics machineries (A list of clientele with written confirmation should be submitted) b. Machinery manufacturer (Principle) should have minimum 10 years experience in the similar machinery manufacturing industry. (documentary evidence should be submitted) III. Bidder should have technical capability for servicing maintenance and repairing of similar machineries or any other computer connected software based electronics machineries (documentary evidence should be submitted to prove the capability) IV. All the bidders should have the contract registration certificate obtained according to the “Public Contract Act No.3 of 1987” for the particular. If not submitted treated as per rejected.
ITB 4.4	Foreign bidders are not allowed to participate in bidding.
B. Contents of Bidding Documents	
ITB 7.1	<p>For Clarification of bid purposes only, the Purchaser’s address is:</p> <p>Attention: P.D.U. Malintha</p> <p>Address: Development Lotteries Board No 356, Dr.Colvin R.De. Silva M.w, Union Place,Colombo 02 Telephone: 011 2333546 Facsimile number: 076 9475871 Electronic mail address: agmproc@dlb.lk</p>

ITB 13.1	Alternate Bids and / or Price Options and / or Technology Options are not allowed. The Bidder must offer only one type / model of a device for each of the items required in this Tender. Offering different options for models or types of equipment under the same or different price options may result the Bid to be considered as non-responsive		
C. Preparation of Bids			
ITB 14.3	The bidders may quote the following minimum quantities:		
	Item No.	Description of Goods or related services	Qty and unit
	1	Air Mix Lottery Ball Drawing Machines (6 Chambers)	1
	2	Air Mix Lottery Ball Drawing Machines (1 chamber)	1
ITB 15.1	The bidder shall be quoted in Sri Lankan Rupees only.		
ITB 17.3	Period of time the Goods and operating system are expected to be functioning (for the purpose of spare parts): Minimum 08 years		
ITB 18.1 (b)	After sales service is: “required”		
ITB 19.1	The bid should be valid until 91 days from the date of opening (up to 22.02.2024).		
ITB 20.1	Bid shall include a Bid Security (issued by the Central Bank of Sri Lanka accepted commercial Bank) included in Section IV Bidding Forms.		
ITB 20.2	The amount of the Bid Security shall be: Rs. 1,000,000.00 The validity period of the bid security shall be until [28.03.2024]		
D. Submission and Opening of Bids			
ITB 22.2 (c)	The inner and outer envelopes shall bear the following identification marks:		
ITB 23.1	Designing, Supplying, Delivering & Commissioning of 02 Nos. Latest Brand New Air Mix Lottery Ball Drawing Machines For bid submission purposes, the Purchaser’s address is: Attention: Chairman Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02.		
	The deadline for the submission of bids is: Date: 24.11.2023 Time: 2.30 p.m.		
ITB 26.1	The bid opening shall take place at: Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva Mw, Union Place, Colombo 02 Date: 24.11.2023 Time: 2:30 p.m.		

E. Evaluation and Comparison of Bids	
ITB 34.1	Domestic preference “shall not” be a bid evaluation factor.
ITB 35.3(d)	The adjustments shall be determined using the following criteria, from among those set out in Section III, Evaluation and Qualification Criteria:
	(a) Deviation in Delivery schedule: Option 1 is selected and the adjustment is: 0.1% per week
ITB 35.5	The bid will be awarded considering total value of the BOQ treated as a single offer.

Draft

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Bid Submission Form

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

No.:
[insert number of bidding process]

To: Chairman,
Departmental Procurement Committee,
Development Lotteries Board,
No.356, Dr.Colvin R. De Silva Mw,
Union Place, Colombo 02.

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda];

- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services: **Designing, Supplying, Delivering & Commissioning 02 Nos of Latest & Brand New Air Mix Lottery Ball Drawing Machines** , (DLB/PRO/2023/28)

- (c) The total price of our Bid without VAT, including any discounts offered is: [insert the total bid price in words and figures];

- (d) The total price of our Bid including VAT, and any discounts offered is: [insert the total bid price in words and figures];

Section III: Bidding Forms

- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause 18.1, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause 23.1, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- (f) If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 43 and CC Clause 17 for the due performance of the Contract;
- (g) We have no conflict of interest in accordance with ITB Sub-Clause 4.3;
- (h) Our firm, its affiliates or subsidiaries—including any subcontractors or suppliers for any part of the contract—has not been declared blacklisted by the National Procurement Agency;
- (k) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
- (l) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed:
[insert signature of person whose name and capacity are shown]

In the capacity of
[insert legal capacity of person signing the Bid Submission Form]

Name:
[insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of:
.....
[insert complete name of Bidder]

Dated on**day of**
[insert date of signing]

Price Schedule

Line Item No.	Description of Goods or related services	Qty	Unit	Brand	Model	Country of Origin	Country of Manufacturer	Total Price Excluding VAT
1	Designing, Supplying, Delivering & Commissioning of Latest Brand New Air Mix Lottery Ball Drawing Machine with ball sets including 03 years comprehensive warranty (6 Chambers)	01	No	.....	.....	.....	.....	Rs.....
2	Designing, Supplying, Delivering & Commissioning of Latest Brand New Air Mix Lottery Ball Drawing Machine with ball sets including 03 years comprehensive warranty (1 chamber)	01	No	.....	.....	.....	.....	Rs.
Sub Total								Rs.....
Add SSCL								Rs.....
Add VAT								Rs.....
Grand Total								Rs.....

Grand Total in words :-

Authorized Signature with Seal: Date:

Name of the Bidder:

Section III: Bidding Forms

Maintenance cost schedule (effective after 03 year of the completion of the project)

Years	Annual cost of Without (VAT)	
	In figure	In Words
4 th Year	Rs.....	
5 th Year	Rs.....	
6 th Year	Rs.....	
7 th Year	Rs.....	
8 th Year	Rs.....	
9 th Year	Rs.....	
10 th Year	Rs.....	

VAT Registration No : -

Authorized Signature With Seal :-

Name of the Bidder : -

Date :-.....

BID GUARANTEE

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

Date: / /
date]

[insert (by issuing agency)

BID GUARANTEE No.:.....
number]

[insert (by issuing agency)

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 supply of -----

----- [insert name of Supplier] 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] -----

Section III: Bidding Forms

-----[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”); or
- (c) having been notified of the acceptance of its Bid by the 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(s) of authorized representative(s)]

Manufacturer's Authorization

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. 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 BDS.]

Date:-----

[insert date (as day, month and year) of Bid Submission]

No.: -----

[insert number of bidding process]

To: Chairman,
Departmental Procurement Committee,
Development Lotteries Board,
No.356, Dr. Colvin R. De Silva MW,
Union Place, Colombo 02.

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 Clause 27 of 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]

Workshop Facilities and Trained Personnel

1. Name of the Bidder: -

2. Address : -

3. No. of Technical Personnel

a) Full Time: -

b) Part Time: -

4. Full time Engineer/ Technician

Name

Qualification

.....

.....

.....

.....

.....

.....

5. Workshop Facilities available: Yes / No

5.1 Floor Area(Approximately):

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

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

7. VAT Registration No:-

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

Customer	Item	value	Period

- Use separate sheet if need
- Works completion/ certification letters to be furnished

Signature:

Designation:

With Seal

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1. List of Goods and Delivery Schedule

Item No	Description of Goods	Qty	Unit	Final Destination	Transportation and any other services	Completion of the Project	
						Latest completion date of the project (weeks)	Bidder's completion date (weeks)
1.0	Designing, Supplying, Delivering & Commissioning of Latest Brand New Air Mix Lottery Ball Drawing Machine with ball sets including 03 years comprehensive warranty (6 Chambers)	01	No.	Development Lotteries Board, Colombo-02	by bidder	03 months from the letter of award	.....
2.0	Designing, Supplying, Delivering & Commissioning of Latest Brand New Air Mix Lottery Ball Drawing Machine with ball sets including 03 years comprehensive warranty (1 chamber)	01	No.	Development Lotteries Board, Colombo-02	by bidder		.....

Authorized Signature:

Date:

Name of the Bidder:

TECHNICAL SPECIFICATIONS

L/n	TECHNICAL SPECIFICATIONS	Bidder's Specifications (Yes/ No)
1	<p data-bbox="156 367 197 398">1.1</p> <p data-bbox="268 331 979 398"><u>Lottery System -1 (Machine-1) & Lottery System -2 (Machine -2)</u></p> <p data-bbox="236 421 1023 667">The Successful Bidder will be required to provide two (2) Air Mix Lottery Ball Drawing Machines that meet the required minimum specifications listed in this section (TECHNICAL SPECIFICATIONS) of an invitation for bids. Each Bidder must indicate how its proposed Drawing Machines meet or exceed the established specifications. Drawing Machines must be new and unused.</p>	<p data-bbox="1066 524 1390 546">.....</p>
	<p data-bbox="156 694 197 725">1.2</p> <p data-bbox="236 694 485 725"><u>Lottery System -1</u></p> <p data-bbox="236 748 1023 958">Air Mix Lottery Ball Drawing Machine must include 06 chambers with loading racks, mixing chamber and selection head. It must be capable of selecting up to six (06) balls as one ball per each chamber out of Zero to Nine (0-9) balls. Each selection head of the Lottery System-1 must be capable of holding one (01) ball per chamber.</p>	<p data-bbox="1066 815 1390 837">.....</p>
	<p data-bbox="156 981 197 1012">1.3</p> <p data-bbox="236 981 485 1012"><u>Lottery System -2</u></p> <p data-bbox="236 1034 1023 1214">Air Mix Lottery Ball Drawing Machine must include 01 chamber with loading rack, mixing chamber and selection head. It must be capable of selecting one (01) ball out of 40 balls. The selection head of the Lottery System-2 must be capable of holding one (01) ball in the chamber.</p>	<p data-bbox="1066 1102 1390 1124">.....</p>
	<p data-bbox="156 1236 197 1267">1.4</p> <p data-bbox="236 1236 1023 1379">Lottery System -1 and Lottery System -2 must have an automatic selection mode that will involve the start of the delivery (dropping the balls); the process would then mix and select the balls automatically.</p>	<p data-bbox="1066 1312 1390 1335">.....</p>
	<p data-bbox="156 1397 197 1429">1.5</p> <p data-bbox="236 1397 1023 1505">Lottery System -1 and Lottery System -2 must have a manual selection mode where, at the command of the drawing official, the balls are dropped, mixed and manually selected.</p>	<p data-bbox="1066 1442 1390 1464">.....</p>
2	<p data-bbox="156 1621 197 1653">2.1</p> <p data-bbox="236 1621 1023 1800">Maximum time that can be taken by the both systems (Lottery System -1 and Lottery System -2) for the full draw (for selecting an alphabetical/ other character and six winning numbers) has to be within a maximum of 120 seconds. The time should be configurable in "Seconds".</p> <p data-bbox="236 1818 316 1850"><u>Note:</u></p> <p data-bbox="284 1854 1023 1998">i. Both the Drawing systems should be identical in design and functionality and the number selection scenario(s) should be able to simultaneously (At the same time and) and as</p>	<p data-bbox="1066 1702 1390 1724">.....</p> <p data-bbox="1066 1926 1390 1948">.....</p>

		<p>well as independently (<i>chamber-wise</i>) carried out from the same operating PC.</p> <p>ii. Both the Drawing systems should be able to independently operate from the same operating PC. (<i>Desktop PC should be able to operate in a dust environment</i>)</p> <p>iii. Draw Operating software should have the provision of collecting past records of the scenarios done in both LIVE and TEST modes of the system. (<i>Should maintain operational logs for up-to minimum of 05 years</i>) (<i>Should be able to manually input an operational log upon an instance where the machine operated through the separate panel/ mechanism without PC</i>)</p> <p>iv. The bidder should ensure that the particular Draw software provided is compatible with the Newer Operating Systems which are expected to be released during the next 08 years period and any future software updates should be provided at no additional cost.</p> <p>v. Operator Users must only be allowed to operate the machines on both Test and Live modes. Scenario editing and all the other configurational functions should only be allowed for the Admin Users (with password protection) defined by the DLB.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
3	3.1	<p>The Air Mix Lottery Ball Drawing Machines must be equipped with an easily accessible activation switch(es) for automatic and manual ball selection.</p> <p>In an event where the software or the PC gets corrupted, a separate panel/ mechanism should be provided in order to proceed with the ball selection process.</p> <p>The Air Mix Lottery Ball Drawing Machines shall be mobile to allow for movement to and from storage location to the SLRC studio.</p> <p>The Air Mix Lottery Ball Drawing Machines must be mounted on swivel casters / transport wheels, with foot operated locking capability. Casters must be heavy duty and capable of easy movement over carpeted areas.</p> <p>The Air Mix Lottery Ball Drawing Machine's mixing chamber shall be constructed of clear acrylic or other similar clear material / substance and must have adequate thickness (minimum 4mm or higher) to allow for sound suppression of the mixing process. All visible material / substance on the</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

<p>Air Mix Lottery Ball Drawing Machines must be non-reflective to avoid hot spots during the televised productions of drawings and should be 100% transparent.</p>	
<p>The Drum of the Drawing Machine must be scratch proof and the Drawing balls should be designed accordingly.</p>	
<p>Noise level should satisfy the generally accepted decibels that shall not disturb the recording levels of the General video standards and the respective decibel value of the proposed drawing machine should be provided.</p>	
<p>The base/ stand (steel or iron) and the wheels for the proposed draw machine should be designed in a way which supports mobility and ensure an even weight distribution during movements. The base/ stand or any metallic part/component should coated in anti-corrosive paint.</p>	
<p>Single phase power supply of 220 to 240 Volts 50 Hz. <i>(02 Power sockets should be available to be used as an auxiliary power input in an instance where a single power socket is malfunctioned in order to ensure the continuous functionality).</i></p>	
<p>All electrical appliances should be tropicalized to be able to operate under 95% relative humidity.</p>	
<p>The air blower of the proposed drawing machine should be free of humidity.</p>	
<p>The size of the Air Mix Lottery Ball Drawing Machines: The height, width and length should be appropriate for presentation at a TV draw program.</p>	
<p>The equipment should be robust in construction to withstand transportation by road and move here and there for daily draw programs.</p>	
<p>Bidders must provide a design of the Drawing Machine proposed. Professional diagrams/ illustrations are required, and a photograph, if available, of the proposed Drawing Machines may be included with the bid. The diagram / illustration must include, at a minimum, detailed dimensions, height, width, length and any other applicable measurements or specifications of The Air Mix Lottery Ball Drawing Machines.</p>	
<p>The successful bidder must provide details of any additional features available for the proposed Air Mix Lottery Ball Drawing Machines.</p>	
<p>The successful bidder must provide all necessary and relevant visuals, catalogues, operational manuals including design schematics and recommended routine maintenance.</p>	

4	4.1	<p><u>Ball Sets</u></p> <p>The Successful Bidder shall be required to provide;</p> <p>(i) Two (02) Alphabet Ball Sets that meet the internationally accepted standards with an internationally accepted variance. Each Ball Set must consist of twenty-six (26) balls which are marked with characters 'A' to 'Z'.</p>	<p>.....</p>
	4.2	<p>(ii) Two (02) numeric Ball Sets that meet the internationally accepted standards with an internationally accepted variance. Each Ball Set must consist of Ten (10) balls which are numbered from Zero (0) to Nine (9). (01 Ball Set per each 06 Chambers).</p> <p>Note: The specific color codes for the balls will be provided once the bidder is selected.</p> <p>The bidder shall submit a proof that the weight of the drawing balls is aligned or exceed with the internationally established standards prior to the shipment of the cargo through the Bureau Veritas Switzerland AG or any other internationally recognized institution/ World Lottery Organization registered company.</p> <p>The DLB shall seek for a weight certification of the draw balls from the Industrial Technology Institute (ITI) of Sri Lanka as and when necessary.</p> <p>All balls should be washable in nature.</p> <p>All balls shall be designed to prevent the deterioration of the numbers on the surface of the balls.</p> <p>Each ball shall be coated with a smooth non-reflective clear finish that will enhance the display of the ball and reduce any glare or hot spots.</p> <p>The balls and the drawing system should be comprised with RFID tags in order to instantly identify the ball selected and the provision to record new ball sets on the database.</p> <p>The number/ letter should be visible on each ball 12 times (<i>Font size of the balls should be readable from every camera angle to the drawing machine</i>)</p> <p>Each individual ball will be of a designated color as specified by the DLB.</p> <p>No possibility to inject liquid into the inside of the draw balls.</p> <p>The Successful Bidder shall utilize an independent laboratory to certify the weight of each ball in each Ball Set, providing for less than the allowed amount of internationally accepted variation. All balls must be weight certified and delivered to</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>

		the DLB with documentation illustrating the weights. Each Ball Set must be in a sealed case upon receipt.	
	4.3	<u>Ball Set Cases</u> The Successful Bidder shall be required to provide a lockable case for each Ball Set.	.....
5	5.1	<u>Shipping Crates</u> The Successful Bidder shall provide reusable shipping crates for the Drawing Machine that can be utilized for the transport of Drawing Machines to remote drawing sites. The crates shall be designed to protect the Drawing Machines from damage during such transport and shall include casters to assist in the movement of the shipping crates. The crates shall be designed to open and close easily and repeatedly by use of wing nuts, bolts or similar hardware. The crate must open from one (1) side only and include sufficient devices to accommodate seals so the crate can be sealed to prevent any opening or tampering.	.....
6	6.1	<u>Warranty</u> The Successful Bidder shall warrant and provide maintenance and repair, including emergency repair, on all Drawing Machine equipment provided through the tender for Three (03) years from the date of the commissioning.	.....
7	7.1	<u>Should be quoted separately on the price schedule (as annual breakdowns):</u> 1. Non-comprehensive Maintenance cost for year 04 to 10 (<i>Labor only</i>)	.....
8	8.1	<u>Repairs and Services</u> Once any malfunction of the device is reported, the supplier should rectify the complaint during no more than 06 hours from the time of notified. The bidder should provide a 24x7 support service helpdesk. Immediate repairs and services of the machine should be carried out by the supplier and/ or local agent in order to avoid any disturbance to regular draw Programs and the local agent should be capable of doing any service or repairs. All warranty and repair services must be performed by fully trained and qualified technicians. The supply of spare parts should be guaranteed for a period of Eight (08) years from the date of installation.	..... ..... ..... ..... .....

9	9.1	<p><u>Other</u></p> <p>A factory visit must be included for the officers from the DLB (<i>maximum of 03 officials</i>) in order to ensure the compliance of the quoted draw machines against the specification provided (<i>if necessary</i>).</p> <p>The commissioning of the draw machines must be carried out by the respective technical officers from the principal vendor.</p> <p>A complete user training inclusive of the user manuals and other related resources should be provided by the respective service provider/ principal vendor.</p> <p>A video tutorial(s) addressing the below concerns are further required from the supplier/ principal vendor.</p> <ul style="list-style-type: none"> • <i>Best mobility/ best portability practices.</i> • <i>How the proper cabling process is done</i> • <i>How the cleaning processes are done.</i> <p>A technical diagram/ document for the purpose of troubleshooting is required.</p>	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
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Authorized
Signature with Seal:.....

Date:

Name of the
Bidder:.....

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Draft

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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 therefrom, 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 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:
 - (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 a 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.

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

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| 15. Terms of Payment | <p>15.1 The Contract Price, shall be paid as specified in the Contract Data.</p> <p>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.</p> <p>15.3 Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.</p> |
| 16. Taxes and Duties | <p>16.1 The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.</p> |
| 17. Performance Security | <p>17.1 Selected Supplier shall be submitted performance security, within fourteen (14) days of the notification of contract for Ten percent (10%) of the Contract Price. Accepted only Bank guaranties issued by the Central bank of Sri Lanka approved Commercial bank in Sri Lanka.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 18. Copyright | <p>18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party</p> |

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 Subcontractor such documents, 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 Clause 19 shall survive completion or termination, for whatever reason, of the Contract.
20. Subcontracting 20.1 Not applicable
21. Specifications 21.1 Technical Specifications and Drawings and Standards
- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section 1V, 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.

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| 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 Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage 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. Inspections and Tests | <p>25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.</p> <p>25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 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.</p> <p>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.</p> |

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 manufacturer 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 to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of 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 section 1V, the warranty shall remain valid for twelve (36) 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 discovery 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 within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense 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 expenses, 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 within 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

33 30.1 Unless otherwise specified in the Contract, if after the date of 28 days 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 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 subcontractors 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 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 VI. Contract Data

CC 1.1(i)	The Purchaser is: Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02
CC 1.1 (m)	The Project Site(s)/Final Destination(s) is : Development Lotteries Board No356, Dr. Colvin R De. Silva MW, Union Place, Colombo 02
CC 8.1	For <u>notices</u> , the Purchaser's address shall be: Attention: Chairman Address: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02 Telephone:0114824824 Facsimile number:0769475871 Electronic mail address: agmproc@dlb.lk
CC 10	The Supplier shall notify the Purchaser and send the following documents to the Purchaser: (a) Two (02) copies of the Supplier's invoice showing the description of the Goods, Quantity, Unit Price, and Total Amount; (b) Delivery Note, (c) Certificate of country of Origin (d) Warranty certificates
CC 12	The price adjustment shall not be applicable.
CC 15.1	CC 15.1—The method and conditions of payment to be made to the Supplier under this Contract shall be as follows: Payment shall be made in Sri Lankan Rupees within thirty (30) days from the date of the completion of the project.
CC 25.1	
CC 25.2	The Inspections and tests shall be conducted at: Development Lotteries Board, No 356, Dr. Colvin R. De Silva MW, Union Place, Colombo 02

CC 26.1	The liquidated damage shall be 0.1% per week
CC 22	<p>COMPREHENSIVE WARRANTY</p> <p>The Successful Bidder shall warrant and provide maintenance and repair, including emergency repair, on all Drawing Machine equipment for Three (03) years from the date of acceptance.</p> <p>REPAIRS & SERVICES</p> <p>Immediate repairs and services of the machine should be carried out by the supplier and/ or local agent in order to avoid any disturbance to regular draw Programs and the local agent should be capable of doing any service or repairs.</p> <p>All functionalities should be demonstrated before delivery of the machine. Supplier can provide relevant video or on-line demonstration through the internet or any other video communication technology.</p> <p>Development Lotteries Board Technical Staff (Minimum 03 Nos.) should be comprehensively trained free of charge by the supplier irrespective of the comprehensive maintenance services and operation of the machine by the supplier. Training should include all kinds of maintenance identification technical problems and replacement of defective components of the machine.</p> <p>The Successful Bidder shall be responsible for all repair expenses, including labor and parts replacement during the warranty period. Work shop facility should be available at the time of bidding and qualified engineers/ technical staff should be available.</p> <p>All warranty and repair service must be performed by fully trained and qualified technicians.</p> <p>Having read and understood fully, the contents of the Bid Document, it shall be signed by the bidder in the space provided at the end of the document and returned to the Chairman, Departmental Procurement Committee, Development Lotteries Board, No. 356, Dr. Colvin R de Silva Mawatha, Colombo 2, Sri Lanka.</p>

Section VII. Contract Forms

Table of Forms

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2. Performance Security 59

Draft

Contract Agreement

THIS CONTRACT AGREEMENT is made

the[insert: number] day of[insert: month],..... [insert: year].

BETWEEN

(1) **DEVELOPMENT LOTTERIES BOARD**, a Company incorporated under the Development Lotteries Board Act no. 20 of 1997 in Sri Lanka whose registered office is at No. 356, Dr. Colvin R. De Silva Mawatha, Colombo 02. (hereinafter referred also as “**DLB**”);

(2), a Company incorporated under the in Sri Lanka whose registered office is at
.....(hereinafter called “the Supplier”).

WHEREAS the DLB invited bids for certain Goods and ancillary services, of **Designing, Supplying, Delivering & Commissioning 02 Nos of Latest & Brand New Air Mix Lottery Ball Drawing Machines** and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of [insert Contract Price in words and figures, expressed in the Contract currency(ies)] (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:
 - (a) This Contract Agreement
 - (b) Contract Data
 - (c) Conditions of Contract
 - (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
 - (e) The Supplier’s Bid and original Price Schedules
 - (f) The Purchaser’s Notification of Award
 - (g) Service Level Agreement
3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

4. In consideration of the payments to be made by the DLB to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the DLB to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

5. The DLB hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the DLB

Signed:..... [insert signature]
in the capacity of[insert title or other
appropriate designation] in the presence of
.....[insert identification of
official witness]

For and on behalf of the Supplier

Signed:[insert signature of authorized
representative(s) of the Supplier] in the capacity of[
insert title or other appropriate designation] in the presence
of..... [insert identification of official
witness]

DEVELOPMENT LOTTERIES BOARD

**Designing, Supplying, Delivering & Commissioning of
02 Nos. Latest Brand New Air Mix Lottery Ball Drawing Machines**

PERFORMANCE GUARANTEE

----- [Issuing Agency's Name, and
Address of Issuing Branch or Office] -----

Beneficiary: ----- [Name and Address of Employer] -----

Date: -----

PERFORMANCE GUARANTEE No.: -----

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

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

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

This guarantee shall expire, no later than the day of, 20.. [insert date, 28 days beyond the scheduled contract completion date] and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]


