

THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF INDUSTRIES

**LANKA MINERAL SANDS LIMITED**



**BIDDING DOCUMENT**

# Sale of Heavy Mineral Sands

BID REFERENCE NO: LMS / MKT / TDR / 21/ 01

**INTERNATIONAL COMPETITIVE BIDDING**

(ADVANCED FOR THE AWARD OF SALES ORDERS ON SPOT BASIS)

SALES COMMITTEE

Specific Sales Committee.  
Ministry of Industries,  
P.O.BOX 570, No. 73/1, Galle Road  
Colombo – 03  
Sri Lanka

SELLER

Lanka Mineral Sands Limited  
No.341/21, Sarana Mawatha,  
Rajagiriya,  
Sri Lanka

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## **SECTION - 1 : INTRODUCTION**

**2.1** Lanka Mineral Sands Limited (LMSL) is a successor to Ceylon Mineral Sands Corporation (CMSC) established in 1957 under Industrial Corporation Act for exploration, mining, processing and sale of beach mineral sands in Sri Lanka and converted to a fully Government-owns Company in 1992 under the commercialization policy of the Government. This is the only Government owned Company in the mining and processing and trading of heavy mineral products. Lanka Mineral Sands Limited has now incorporated under the Company Act No. 7 of 2007 of the Democratic Socialist Republic of Sri Lanka has its principle place of No. 341/21, Sarana Mawatha, Rajagiriya, Sri Lanka. Lanka Mineral Sands Ltd has, presently gazetted under the Ministry of Industries.

**2.2.** The Ilmenite Rutile Zircon Plant (IRZ Plant) is the Factory of Lanka Mineral Sands Ltd and is located at Pulmoddai, in the Eastern Province of Sri Lanka. Ilmenite, Rutile Zircon and High- Titanium Ilmenite are the main products while Monazite, Garnet and Magnetite are by- products.

## SECTION -2 : INVITATION FOR BIDS.

The Chairman of Specific Sales Committee, on behalf of Lanka Mineral Sands Limited, invites bids online from the Parties interested in buying the following heavy mineral products produced in Sri Lanka by processing beach sands. The sales process has advanced to receive the bids online on customized order quantity and award the sales orders on a spot basis. The local parties who are interested to purchase and export or add further value to the product could also submit their bids.

### THE PRODUCT ON SALE AND OTHER RELEVANT DETAILS

	PRODUCTS	QUANTITY ON SALE (METRIC TONNE)	BID SECURITY (ONLY IN USD)	PACKAGE	DELIVERY TERMS	DATE & TIME OF BID SUBMISSION AND CLOSING
1	Ilmenite (HS 2614 00 10)	15000	USD 19 /MT	In Bulk	Ex- Works IRZ Plant Pulmoddai	11 / 11 / 2021 At 12.30 p.m. Colombo, Sri Lanka
2	High-Titanium Ilmenite (HS 2614 00 10)	4000	USD23 /MT			
3	Rutile (HS 2614 00 20)	2000	USD90 /MT	40Kg/ Bag		
4	Zircon (HS 2615 10 00)	350	USD 90 /MT			

The complete Bidding Document, consisting of Introduction, Invitation for Bids, Products on Sale & Specifications, Instructions to Bidders & Bidding Data, Terms & Conditions of Sales Contract and Bidding Forms, is published in the official websites [www.industry.gov.lk](http://www.industry.gov.lk) and [www.lankamineralsands.com](http://www.lankamineralsands.com) and Sri Lanka Missions Overseas as well. The Interested Parties could visit the websites and download the Bidding Document free of charge.

The Bid Form downloaded should be used for the submission of the bid. The interested eligible bidder could submit their bid for the purchase of any product upon their requirement subject to order quantity specified. However, the bidder who wishes to obtain the Bid Form from Seller as an alternative should send an official request on email to [ilmenite@slt.lk](mailto:ilmenite@slt.lk) or [minmarketing@sltnet.lk](mailto:minmarketing@sltnet.lk) addressing Marketing Manager, Lanka Mineral Sands Ltd, No. 341/21, Sarana Mawatha, Rajagiriya, Sri Lanka retaining a length to ensure the receipt of Bid Form on time.

The bid should accompany the bid security in the amount as specified against the products on sale above and the copies of documents specified in clause 4.6, Preparation of Bid under Section 4, Instructions to Bidders & Bidding Data. The bid security should be in cash by fund transfer / telegraphic transfer and it will be accepted on the credit of the amount to the bank accounts of the seller mentioned in clause 4.6 under Section 4, Instructions to Bidders & Bidding Data. Single PDF of prepared consisting of the bid form duly filled in & signed by the signatory and the foregoing other supported documents protected by the bidder himself with scheduled time or own password to be opened only at the time 12.30 p.m. of Colombo, Sri Lanka on 11<sup>th</sup> of November 2021 should be sent by email to receive on email [lmslmineral@gmail.com](mailto:lmslmineral@gmail.com) on or before 11<sup>th</sup> of November 2021.

The bidders who sent the PDF protected with their own password, should send their password to receive seller's email [lmslmineral@gmail.com](mailto:lmslmineral@gmail.com) within 12.30 p.m. – 12.45 p.m. of Colombo, Sri Lanka on 11<sup>th</sup> of November 2021.

The bids not complying with the above instructions, the late bids and the bids no password within 12.30 p.m. – 12.45 p.m. of Colombo, Sri Lanka on 11<sup>th</sup> of November 2021 will not be considered for evaluation of bids and rejected. Therefore, bidders should get it ensured to send their bids and password on time.

The bid received will be opened by the Specific Opening Committee in the auditorium of Ministry of Industries No. 570, Galle Road, Colombo -03 at **12.45 p.m.** of Colombo Sri Lanka 11<sup>th</sup> of November 2021. The bidder or his authorized representative who chooses to attend at the opening of bids is permitted by the seller. The seller will acknowledge the bidder the receipt of the bid no sooner the bid is opened.

For further information and clarification, please contact Marketing Manager of Lanka Mineral Sands Ltd and Marketing Division on Telephone +94112883951-2, +94112883965, +94112883954, Fax +94 11 2882668 and Email [ilmenite@slt.lk](mailto:ilmenite@slt.lk) / [minmarketing@sltnet.lk](mailto:minmarketing@sltnet.lk)

Chairman,  
Specific Sales Committee,  
Ministry of Industries,  
PO Box 570, No.73/1, Galle Road,  
Colombo -03,  
Sri Lanka.

### SECTION 3 – PRODUCTS ON SALE & SPECIFICATIONS

#### 3.1 PRODUCTS

3.1.1. Products on sale are 15000MT of Ilmenite, 4000MT of High Titanium Ilmenite, 2000MT of Rutile and 350MT of Zircon as mentioned in the Section- 2, Invitation for Bids above. These products are guaranteed to the specifications in the below

#### 3.2. SPECIFICATIONS OF PRODUCTS

i). PRODUCT : ILMENITE SAMPLE NO. : 4034/ILM – 18/07/2021

<b>CHEMICAL ANALYSIS</b>			
<b>Contents</b>	<b>Weight %</b>		
TiO2	> 49 < 50		
Maximum Moisture	00.50		
<b>MINERALOGICAL ANALYSIS</b>			
<b>Constituent</b>	<b>Weight %</b>	<b>Weight %</b>	<b>Weight %</b>
Ilmenite	82.78		
Altered Ilmenite	04.02		
Magnetite	00.08		
M0nazite	00.69		
Garnet	02.19		
Others magnetics	02.43		
Total Magnetics		92.19	
Rutile	01.40		
Zircon	02.90		
Total Non-Magnetics		04.30	
Total Heavies			96.49
Quartz	02.71		
Sillimanite	00.80		
Total Light Mineral		03.51	03.51
Total Minerals			100.00
<b>SIZE DISTRIBUTION</b>			
<b>BSS Mesh Size</b>	<b>Microns</b>	<b>Weight %</b>	<b>Cumulative % (Retained)</b>
+16	+1000	00.02	00.02
+32	+500	00.21	00.23
+60	+250	02.67	02.90
+100	+150	19.60	22.50
+150	+106	34.26	56.76
+170	+90	15.53	72.29
+200	+75	16.99	89.28
+240	+63	08.40	97.68
-240	-63	02.30	-
Total loss		00.02	
Total		100.00	

ii). PRODUCT : HIGH TITANIUM ILMENITE, SAMPLE NO.: 4035/HTI – 01/10/2021

<b>CHEMICAL ANALYSIS</b>			
Contents	Weight %		
TiO <sub>2</sub>	> 57 < 60		
Maximum Moisture	00.50		
<b>MINERALOGICAL ANALYSIS</b>			
Constituent	Weight %	Weight %	Weight %
Ilmenite	59.17		
Altered Ilmenite	20.29		
M0nazite	00.48		
Garnet	01.29		
Others Magnetics	06.95		
Total Magnetics		88.18	
Rutile	09.78		
Zircon	01.71		
Total Non-Magnetics		11.49	
Total Heavies			99.67
Quartz	00.19		
Sillimanite	00.14		
Total Light Mineral			00.33
Total Minerals			100.00
<b>SIZE DISTRIBUTION</b>			
BSS Mesh Size	Microns	Weight %	Cumulative % (Retained)
+32	+500	00.01	00.01
+60	+250	03.96	03.97
+100	+150	37.56	41.53
+150	+106	33.16	74.69
+170	+90	11.76	86.45
+200	+75	08.28	94.73
+240	+63	04.18	98.91
-240	-63	00.99	
Total loss		00.01	
Total		100.00	

iii). PRODUCT : RUTILE SAMPLE NO. : 4031/RUT – 07/07/2021

<b>CHEMICAL ANALYSIS</b>			
Contents	Weight %		
TiO <sub>2</sub>	> 94 < 96		
Maximum Moisture	00.50		
<b>MINERALOGICAL ANALYSIS</b>			
Constituent	Weight %	Weight %	Total Weight %
Ilmenite	00.78		
Altered Ilmenite	03.94		
Other Magnetics	00.36		
Total Magnetics		05.08	
Rutile	93.46		
Zircon	01.41		
Total Non-Magnetics		94.87	
Total Heavies			99.95
Quartz	00.05		
Total Light Minerals			00.05
Total Minerals			100.00
<b>SIZE DISTRIBUTION</b>			
BSS Mesh Size	Microns	Weight %	Cumulative % (Retained)
+60	+250	00.50	00.50
+100	+150	17.76	18.26
+150	+106	36.17	54.43
+170	+90	21.07	75.50
+200	+75	16.23	91.73
+240	+63	06.41	98.14
-240	-63	01.85	-
Loss		00.01	
Total		100.00	

iv). PRODUCT : ZIRCON, SAMPLE NO. : 4028/ZIR – 01/07/2021

CHEMICAL ANALYSIS			
Contents	Weight %		
ZrO2	> 65 < 67		
Maximum Moisture	00.50		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Total Weight %
Monazite	00.43		
Others Magnetics	00.05		
Total Magnetics		00.48	
Rutile	00.45		
Zircon	98.23		
Total Non-Magnetics		98.68	
Total Heavies			99.16
Sillimanite	00.63		
Quartz	00.21		
Total Light Minerals			00.84
Total Minerals			100.00
SIZE DISTRIBUTION			
BSS Mesh Size	Microns	Weight %	Cumulative % (Retained)
+100	+150	00.02	00.02
+150	+106	01.20	01.22
+170	+90	07.88	09.10
+200	+75	43.50	52.60
+240	+63	34.52	87.12
-240	-63	12.88	--
Total		100.00	



## **SECTION – 4 : INSTRUCTIONS TO BIDDERS AND BIDDING DATA**

### **4.1. DEFINITIONS**

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

- a) “Contract” means the contract agreement entered into between the buyer and the seller with the bidding documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b) “Contract Documents” means the documents & correspondence dealt with subject sales
- c) “Contract Value” means the value of sales order payable to the seller subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the contract.
- d) “Day” means calendar day unless otherwise specified the day in details. Working Days will be the official days of Sri Lanka
- e) “Products” means all of the commodities that the seller is required to sell and deliver to the buyer under the contract.
- f) “Completion” means the fulfillment of the delivery /supply of stock purchased by the buyer and imports and exports to the destination in terms of INCOTERM specified and completion of the obligations of the contract by the seller and the buyer in accordance with the terms and conditions set forth in the contract.
- g) “Seller” means Lanka Mineral Sands Limited (LMSL) the entity sells the product.
- h) “Obligations” means the services & responsibilities incidental to the imports and exports of the products that should be performed by the seller and buyer under the contract.
- i) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the product to be supplied or execution of any part of the related services subcontracted by the buyer or seller
- j) “Successful Bidder” means the entity selected by the seller for sale of the products.
- k) “Buyer/ Purchaser” means the bidder being the successful in the bid and accepted the award of sales tender or part of same for execute of the obligations of sales contract and settled the contract value fully
- l) “ IRZ Plant Pulmoddai” , means the place of delivery of the products.
- m) “Global Market” means the activity of buying or selling heavy mineral products that is published as market intelligence by the renowned & reputed reviewers those who are in the mineral industry those acceptable to Lanka Mineral Sands Ltd.
- n) “Interested Party” is defined as the party who have potential for purchase of heavy mineral products,
- o) “Bidder” is the party who submits the bid,
- p) “Goods / Stocks” means the certain product reserved for buyer for shipment.
- q) “Foreign Bidder” is the party who submit the bid under a company registered outside Sri Lanka
- r) “Local Bidder is the party who submit the bid under the company registered in Sri Lanka.

### **4.2. ETHICS, FRAUDS & CORRUPTIONS**

**4.2.1** The attention of the bidders is drawn to the following guidelines to ensure smooth governing of the sales process.

- a) Parties associated with sales actions, namely, bidders/ buyers and officials shall ensure that they maintain strict confidentiality throughout the process;
- b) Officials shall refrain from receiving any personal gains from any sale action. No gifts or inducement shall be accepted. bidders/ buyers 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.

**4.2.2.** The seller requires the bidders/ buyers to observe the highest standard of ethics during the sale 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/LMSL official in the sales process or in contract execution;
- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a Sale 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 seller to establish bid prices at artificial, noncompetitive levels; And
- d) “coercive practice” means harming or threatening to harm, directly or indirectly, person or the property to influence their participation in the sales process or affect the execution of a contract.

**4.2.3.** If the seller found any unethical practices as stipulated under clause 4.2.2 above, that a bidder directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question, the bid will be rejected.

**4.2.4** Throughout these bidding process the term “in writing” means communicated in written form by mail (including electronic mail) or hand delivered with proof of receipt.

**4.2.5** if the context so requires, “singular” means “plural” and vice versa; and “day” means calendar day unless otherwise specified clearly.

### **4.3. BIDDING DOCUMENT**

**4.3.1.** Bidding Document consists with Invitation for Bids, Introduction, Product on Sale & Specification, Instructions to Bidders & Bidding Data, Terms & Conditions of Sales Contract and Bidding Forms.

**4.3.2.** The communication language is English and therefore, every documents and correspondence should be in English

**4.3.3.** This is relevant to the Invitation for Bids published in the National Newspaper “Daily News” on 21/10/2021. The complete bidding document is published in the websites of [www.industry.gov.lk](http://www.industry.gov.lk), [www.lankamineralsands.com](http://www.lankamineralsands.com) until opening of bids and in the Sri Lankan Missions Overseas.

### **4.4. ELIGIBLE BIDDERS**

**4.4.1.** All bidders shall possess legal rights to buy heavy mineral sands under this contract and for imports/exports of the product as well. A bidder shall not have a conflict of interest and ineligibility at the date of submission of the bid & sales contract award and debarred in any country including blacklisted. All bidders found to have conflict of interest and ineligible shall be disqualified.

**4.4.2.** To be qualified for submission of the bid by the bidder and acceptance of the bid by the seller, the bidder should also originally process a valid Company Registration registered under Company Act of particular country.

**4.4.3.** The local bidders, who wish to add further value to the product purchased, should have facility for value- addition locally and government permission.

**4.4.4.** The respective addresses and the contact details given and set out by the bidders in the bid form will be considered for all purposes. The parties choose their respective addresses set out in the contract for all purposes arising out of or in connection with this contract, at which addresses all processes and notices arising out of or in connection with this contract, its breach or termination may validly be served upon or delivered to the parties

### **4.5. RESPONSIBILITY OF BUYER & SELLER**

**4.5.1** The product is guaranteed to the specifications provided by the seller and sold on export basis. The product is delivered on Exw- IRZ Plant, Pulmoddai (INCOTERMS- 2010). The obligations of the seller and buyer in respect of the sales contract is in term of Exw-IRZ Plant basis. All trade terms used in the sales contract will be governed by and interpreted in accordance with the International Rules for the interpretation of trading terms of the International Chamber of Commerce published in 2010.

**4.5.2** The seller will be responsible for assisting the buyer for obtaining of inland transport licenses for transport of product and loading of product to the transport means of the buyer available at the IRZ Plant, Pulmoddai. The maximum loading capability is 750MT per day.

**4.5.3.** The seller is liable to issue the pro-forma invoice, commercial invoice, weighing certificate, packing list, certificate of origin, material safety data sheet, quality certificate, regulatory permits including free/preferential trade agreement for the product as shipping documents other than the quarantine certificate.

**4.5.4.** The government royalty, taxes & other levy on purchase of product & exports should be borne by the buyer. The government royalty is 7% of FOB value on export consignment. The value added tax is 8% of the total value of the consignment. The Tax Invoice is raised and therefore, the local tax component is on account of local buyer. The levies and taxes are subjected to impose and revise by the government time to time. However, the VAT component for export of mineral product is currently Zero.

**4.5.5.** The local buyer could export the product purchased to the foreign parties through the export license of seller or their own trading license possess on export of mineral product. The local buyer, who wish to export their product to foreign party under the export license of seller, should request in writing together with the original letter of credit established by them with their foreign party or contract signed and the relevant pro forma invoice along with the details on shipment schedule five working days prior to export license required. In such a provision, the product could be exported only to the consignee of the export license. Further, the seller could request the buyer for submit of the original Bill of Lading for authentication of the seller.

**4.5.6.** The buyer is responsible for settlement of payment on time in the payment term stipulated and thereafter, removal of product purchased within the time frame. In the shipments, inland transports, exports & imports customs clearance, inspection of product & additional analysis of product (if required), Cargo insurance, possession of regulatory permits that are necessary for imports the products to the final destination and possession of trading license.

**4.5.7.** The copies of all shipping documents of the consignment cleared for export should be submitted to seller by the buyer through their freight forwarder for the verification of seller & documentation no sooner the transaction of each consignment is completed.

**4.5.8.** The decisions on sale of product and post administration are under authority of the Specific Sales Committee. The decision of the Specific Sales Committee will be the final in the award of sales tender. The bidders (those qualified in term of clause 4.4- Eligible Bidders) could submit the bid for the product and the quantity they are interested for purchase. The order quantity is customized and it is 50MT in minimum and 5000MT in maximum. However, the bidder could also submit the bid for the total tonnage of the product where the tonnage on sale is more than 5000MT. In such a bid, it will exactly be accepted for 5000MT. However, the bid for the tonnage more than 5000MT will only be considered for evaluation at an exceptional advantage to seller in term of bid at the highest.

**4.5.9.** The sales contract agreement is constituted on sale of product with the buyer & seller no sooner the pro forma invoice is issued in response to the furnish of acceptance of successful bidder for the awarding letter of the seller without prejudice to remedy or breach of signing formal contract agreement.,

#### **4.6. PREPARATION OF BID**

**4.6.1.** The bidding process is conducted through the International Competitive Bidding (ICB) procedure advanced to have bids by e-mail and award the sales orders no sooner the bids are opened.

**4.6.2.** The bidders (those qualified in term of clause 4.4- Eligible Bidders) should submit the bid for the product and the quantity they are interested for purchase. The delivery term of the product is in

bulk (loose Cargo) and on Exw-IRZ Plant. The order quantity should be as specified in the sub clause 4.5.8 of clause 4.5, Responsibility of Buyer and Seller.

**4.6.3** The ports of loading would be the Port of Colombo or Trincomalee of Sri Lanka and the selecting the loading port is on account of the buyer.

**4.6.4.** The bidder should review the product on sale & the tonnage referred to the Invitation for Bids together with the sub-clause 4.5.8 of clause 4.5, Responsibility of Buyer & Seller and accordingly, could submit the bid for any product on sale and its certain quantity as required by the bidder. The quantity should be by folds of 50MT.

**4.6.5.** The bidder or interested party who chooses to analyze the product could take sample for their own analysis. The sample could be obtained from Marketing Manager of Lanka Mineral Sands Ltd, upon submission of written request during any working day subject to normal formalities.

**4.6.6.** The currency of bid is United States Dollars (USD). The sales contract value should fully be settled in USD. The bids submitted in any other currency will not be accepted.

**4.6.7.** The bid submitted should remain 10 days of validity from the date of opening of bid.

**4.6.8.** The bid security is refundable and it is as specified in the section 2, Invitation for Bids. It should be computed with the quantity of the product quoted by the bidder. The bid security should be by cash payable to the account by fund transfer or telegraphic transfer only in USD and deposited to the United States Dollar Account 73449850 (**Swift Code- BCEYLK LX**) maintained by the seller at the Bank of Ceylon, Corporate Branch. BOC Mawatha, Colombo – 01, Sri Lanka. The payment relevant to bid security should have credited to the seller's account before 11.00 a.m. Colombo, Sri Lanka on 11<sup>th</sup> November 2021. Therefore, the bidder should take prior arrangement to remit this payment in advance and ensure the credit of same to the seller's account through their bankers. The receipt /advice issued by the bank upon the payment should be attached to the Bid Form to prove the payment on bid security.

**4.6.9.** The documents comprising the bid are as follows and bid should accompany the same as applicable.

- i. Particular bid security
- ii. Copy of valid company registration along with the associate documents of shareholders'/ owner's identity and specimen signatures therein to be proved the signatory.
- iii. Copies of National Identity Card/ Passport of the head of Company and the signatory
- iv. Authorization for representative if authorization is granted to work on behalf of the owner (if applicable)
- v. The collective agreement of the Consortium/Association / Joint Venture (if applicable) on designating of leading party to prove the authorization granted to work on.

**4.6.10.** The royalty imposed on export of mineral product by the government is 7% of FOB Value - Colombo / Trincomalee It is on account of the buyer. Therefore, the buyer, who submits the bid on Exw-IRZ Plant, should pay USD2.45/MT on payment of government royalty on the value difference of FOB & Exw (inclusive of tax and levy if any who) in addition to the royalty incurred on the bid price offered. However, the royalty payable on value difference of FOB & Exw. by the local buyer who wishes to export the product purchased through the export license of seller (LMSL), will be the greater amount of either USD2.45/MT or royalty levied on FOB value of pro forma invoice of the local buyer raised upon re-sale to their consignee. ( i. e. –The foreign bidder, who submitted bid at USD100/MT, should pay sum of USD 9.45/MT for the royalty )

**4.6.11.** The royalty payable on local sale is 6% of the total sales value. The component of 6% royalty will be invoiced to the local buyer who exports the product purchased on their own trading license. But the local bidders who export the product purchased under export license provided by the seller should pay the royalty as detailed in the sub-clause 4.6.10 above.

**4.6.12.** The bidder /successful bidder/ buyer at their stage should bear all charges levied by the foreign banks and local bank in transfer of funds /remittance or settlement of payment through the banks.

**4.6.13.** The CESS imposed by the government on export of mineral product that is levied at the export custom clearance should be borne by the buyer and it is subject to the imposed and revised by the Government.

**4.6.14.** The bidder may review the Greenwich Mean Time (GMT) and ensure to post the exact time at their location that is corresponding to the deadline 12.30 p.m. Colombo, Sri Lanka on 11<sup>th</sup> November 2021 at the sending their bid.

#### **4.7. AMENDMENT TO BIDDING DOCUMENT**

**4.7.1.** Amendment to the bidding document could be made by the seller and to give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the seller may, at its discretion, extend the deadline for the submission of bids. Any addendum issued shall be part of the bidding documents and shall be published in the websites on which already published the bidding document five days prior to the deadline on opening of bids for reference of the bidders In which cause all rights and obligations of the seller and bidders previously subject to the deadline shall thereafter, be subject to the deadline extended. A granting the consent by the bidder shall not be required to modify the bidding document.

**4.7.2.** In exceptional circumstances, prior to the expiration of the bid validity date, the seller 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 to extend by the seller, it shall also be extended for a corresponding period. A bidder may refuse the request of seller without forfeiting its bid security.

#### **4.8. SUBMISSION OF BIDS**

**4.8.1.** The bid should abide & subject to the terms & conditions of the sales contract.

**4.8.2.** The bidder should fill the Bid Form out with the all details requested for by the seller and attached the documents and correspondence as specified in the sub-clause 2.6.9 of clause Preparation of Bids under Section 4, Instructions to Bidders & Bidding data. The submission of incomplete bid and not receiving the bid on time will result rejection of bid. Therefore, bidder should be compulsory to fill in the Bid Form correctly and attach the documents required completely.

**4.8.3.** The single PDF, prepared as detailed in the paragraphs 5 & 6 of Section 2, Invitation for Bids should be sent on email to receive at **12.30 p.m.** of Colombo, Sri Lanka on **11<sup>th</sup> November 2021** to the email [lmsslmineral@gmail.com](mailto:lmsslmineral@gmail.com).

**4.8.4.** The bidder or his representative who chooses to participate in the opening of bids is permitted for presence.

#### **4.9. WITHDRAWAL & MODIFICATION TO THE BIDS**

**3.9.1.** There is no permission for the bidder to withdraw & modify of the bid and submit substitute.

#### **4.10. OPENING OF BIDS**

**4.10.1** The bids will be opened in the auditorium of the Ministry of Industries, No. 73/1, Galle Road Colombo-03 at **12.45 p.m.** Colombo, Sri Lanka on **11<sup>th</sup> November 2021** as specified in the Section 2, Invitation for Bids

**4.10.2** The bids not complying with the instructions in the Invitation for Bids, late and incomplete bids will not be considered for evaluation and same will be rejected. Regarding late and incomplete bids and the unsuccessful bidders, seller will inform in writing parallel to the notification of award to the successful bidders.

**4.10.3.** The seller will ensure the bidder of the transparency in opening of bids received by email and reliability on selection of the most substantially responsive highest bidder for successful bidders.

#### **4.11. BID EVALUATION CRITERIA**

**4.11.1** The Specific Sales Committee shall evaluate each bid which has been determined up to this stage of the evaluation and those substantially responsive and compare the all substantially responsive bids with the world market to determine the highest and acceptance bid price. To assist in the examination, evaluation, comparison and post-qualification of the bids, the seller may not, at its discretion, request any bidder for a clarification of its bid

**4.11.2.** There is no any domestic preference for evaluation of bids. every bidder local or foreign has equal opportunity.

**4.11.3.** The bids are evaluated based on the global market compared to the quality of product on sale. Therefore, the global market will be one of main parameter on evaluation of bids. The bid price at a best will be the most significant factor in the determination of award.

**4.11.4.** The past performance of the bidder experienced at the seller's end upon execution of the obligations of contracts, the settlement of payment, the removal of the stock, the satisfactory in submission of necessary documents to seller on exports of products and other defaults & failure at the stage of bidder /successful bidder/ buyer will also be reviewed at the evaluation of bids in determination of the award.

**4.11.5.** The seller will fix the benchmark on the price of the product on prevalent market price and be liable to sell the product at which the price in best.

**4.11.6.** Referred to the tonnage of the product offered for sale, the priority is given to the bidders who offered best price in order of the bid prices on award of sales orders.

#### **4.12. SALES CONTRACT AWARD,**

**4.12.1.** The seller shall award the sales contracts to the bidders whose offers have been determined to be the highest evaluated bids substantially responsive to the bidding documents and acceptable and provided further that the bidder is determined to be qualified and satisfactory to perform the sales contract.

**4.12.2.** The Specific Sales Committee determines the successful bidder/s on the date of opening of the bids itself. In the event of instance, the tonnage on sale is less or more than the tonnage quoted by the bidders at a rate above the recommended for sale thereof, the tonnage will be adjusted by being increased of the quantity on sale award or decreased. No sooner the decision is released by the Specific Sales Committee. seller conveys the notification on award of sale tender to the successful bidder/s within a working day of the opening of the bids.

**4.12.3.** The notification will accompany the letter of award of the sales tender with the terms & conditions of sales contract for acceptance of the successful bidder. The acceptance to the award should be submitted by the successful bidder in writing to the seller within 3 working days from the date of receipt the awarding letter or transmitted on email.

**4.12.4.** The pro forma Invoice is issued no sooner the receipt of acceptance of the successful bidders to the notification of award of the seller.

**4.12.5.** The seller & buyer will enter into the contract agreement on sales and purchase of the product and it will constitute upon issues of the pro forma invoice by the seller on submission of the acceptance of the successful bidder to the notification on award of the seller in writing. This context binds the buyer and seller for performing of their obligations of the sales contract with the material evidence of bidding documents, bid submission, awarding letter, acceptance of buyer to awarding letter & pro forma invoice, and other correspondence dealt with the both parties buyer and seller in the sales tender.

**4.12.6.** The seller will promptly notify each unsuccessful bidder the position of their bid and reasons to be unsuccessful in the bid. The bid security is released only upon receipt of request of the unsuccessful bidder in writing. The bid security will be returned only to the bank and the account of the bidder mentioned in bid form

**4.12.7.** Throughout the sales context, seller will ensure to fulfil of all objectives of the sales maintaining adequate transparency, responsibility, consistency and accountability at the seller's end for secure the equal opportunity to the valued bidders and confidence.

**4.12.8.** The seller will also reserve the right to award of sale tenders on sale of products upon an acceptable bid on the decision & discretion of the Specific Sales Committee and cancel the sales tender at the bid not up to the acceptable level.

#### **4.13. SETTLEMENT OF PAYMENT AND DISCHARGE OF BID SECURITY**

**4.13.1.** The payment term is on advance and shall be settled in full within **ten (10) working days** from the date of pro forma invoice issued upon acceptance to the sales award.

**4.13.2.** The bid security of successful bidder will be released only upon settlement of the total sales contract value within which the period approved and execution of the obligations of the buyer thereon. The payment settled by the successful bidder on sales contract value will thereafter, be set forth as performance security until the entire stock is removed and completion of the buyer's obligations of the sales contract

**4.13.3** The seller acknowledges the buyer the receipt of payment.

**4.13.4.** The failure of successful bidder either to submit their acceptance to the contract award or settlement of full payment of the sales contract within the stipulated time frame or any other payment thereof will constitute sufficient ground for the annulment of the award and forfeiture of the bid security

**4.13.5** The successful bidder will be liable for delay in the settlement of payment. Where the request for extension is from the successful bidder, it will be accepted only under acceptable reasons prevalent. The extension if any, it will be limited to 07days maximum and be subject to charge of 0.1% interest for due payment per day. The additional invoice is issued for this surcharge.

#### **4.14. CLEARANCE & EXPORTS OF STOCK**

**4.14.1.** The stock will be issued on request of buyer. The buyer is permitted to remove the stock only upon settlement of full sales contract value and should commence the clearance of stock purchased. The seller will assist the buyer for obtaining of the inland transport license for transport of the stock purchased to their designated yards or port of loading specified in the bidding document

**4.14.2.** The product is issued with the weight certificate of weigh bridge calibrated periodically by the reputed body approved by the government.

**4.14.3.** The approved period for removal of the stock is as follows and the period will effect from the settlement of payment in full.

- |   |   |
|---|---|
| a) 15 days for the stock $\geq 50\text{MT}$ $\leq 500\text{MT}$ | d) 40 days for the stock $> 5000\text{MT}$ $\leq 8000\text{MT}$   |
| b) 20 days for the stock $> 500\text{MT}$ $\leq 1000\text{MT}$  | e) 50 days for the stock $> 8000\text{MT}$ $\leq 15000\text{MT}$  |
| c) 30 days for the stock $> 1000\text{MT}$ $\leq 5000\text{MT}$ | f) 60 days for the stock $> 15000\text{MT}$ $\leq 20000\text{MT}$ |

**4.14.4.** The buyer is permitted for partial shipment.

**4.14.5.** The buyer may contact any of freight forwarder operating in Sri Lanka for inland transport of products, export customs clearance and freight. The buyer shall instruct to the seller in writing of their shipment schedule 03 working days prior to requirement of the export license along with the details of

transporters, freight forwarders and consignee to make ready the export license, inland transport license, loading and other documents that are required for shipment & exports of the stock.

**4.14.6** The buyer is liable not to change of ownership of the sales contract and assign another consignee abroad without prior approval of the seller. In such an assignment, the buyer shall bear all responsibilities in respect of their consignments. The seller issues necessary documents for shipment subject to the sub-clause 4.5.3 of Clause 4.5 Responsibility of the Buyer & Seller

**4.14.7.** At the exports of products by the buyers, Bill of Lading (surrendered) and CUSDEC (party's copy) should be submitted to the seller at every consignment and the original export license issued by seller for reference and records. The seller, notwithstanding to the order placed with the bidder, reserves the right to decide for authenticating of the Bill of Lading in the consignment cleared for export by the buyer. If the buyer will not submit these documents even after cleared & completion of the consignments for export and it will be implicit of the buyer's failure to adhere for the instructions of the seller, an appropriate action will be taken by the seller either by imposing suspension for participation in the next sales or ban for considerable period. Further, it will extend to blacklist of the company for participating in the sales.

**4.14.8.** The buyer should take every effort to clear the stock within the particular period pursuant to sub-clause 4.14.3 specified above and is liable to clear the entire stock within the approved period under sales contract unless otherwise extension has been granted by the seller. The demurrage will be levied at USD2.00/MT or equivalent in LKR per week for the stock remains after stipulated period. The stock retaining under demurrage will strictly be limited to 15 days. It will be subject to mandatory demurrage and accordingly, seller, reserves the right to recover the demurrage from the stock purchased in the event of failure of the buyer to settle the demurrage charges. Where the stock remaining further after completion of stipulated period over demurrage, the seller is right to forfeit of the total stock remaining and terminate the sales contract.

**4.14.9** The seller will issue shipping documents of the copy of export license, pro-forma invoice, commercial invoice, country of origin, packing list, weight certificate, preferential / free trade agreement (if Required) and other documents in term of delivery term referred to sub-clause 4.5.3 of clause 4.5, Responsibility of Buyer & Seller.

**4.14.10** The products sold on exports basis should not be stored by the buyer anywhere in the local warehouse /yard if the export is under the export license provided by LMSL. Where the buyer stores the stock anywhere locally with the authority of the regulatory body, it should be beyond 50KM radius of IRZ Plant and the mining areas of LMSL. In such a storage of the buyer, seller will not bear any of responsibility over the quality of product and to issue export license later for export of such stock.



## **SECTION -5 : TERMS AND CONDITIONS OF SALES CONTRACT.**

### **5.1. CONTRACT DOCUMENTS**

**5.1.1** Subject to the order of precedence set forth, the Sales Contract Agreement constitutes with the award of sales tender by the seller, the acceptance of buyer to the award and subsequent, issues of pro forma invoice by the seller, all documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Sales Contract Agreement shall be read as a whole.

### **5.2. INTERPRETATION**

**5.2.1** The contract constitutes the entire agreement between the seller and the buyer and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of contract.

**5.2.2.** 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.

**5.2.3** 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 sale contract.

### **5.3. LANGUAGE**

**5.3.1** The contract as well as all correspondence and documents relating to the contract exchanged by the seller and the buyer, 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 certified by an authorized translator in the language specified, in which case, for purposes of interpretation of the contract, this translation shall govern.

**5.3.2** The buyer shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the buyer.

### **5.4. JOINT VENTURE CONSORTIUM OR ASSOCIATION**

**5.4.1.** If the buyer is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the seller for the fulfillment of the provisions of the contract and shall designate one party to act as 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 seller.

**5.4.2.** The bid submitted by the party should accompany the power of attorney.

### **5.5. ELIGIBILITY**

**5.5.1.** All stock delivered under this contract shall be complied with the specifications provided by the seller unless otherwise stated the product has no warranty. In the absence of such standards, the products should be tested at the independence laboratory acceptable to both seller and buyer before shipment on Exw basis within the validity for removal of stock.

**5.5.2.** If the seller has determined for compensation of the product, additional quantity for compensation, corresponding to the default accepted by the seller will be issued only in the same product and not by payment. However, the buyer should bear the additional all charges incurred in respect of permits and documents and incidental thereto.

### **5.6. GOVERNING LAW**

**5.6.1.** The contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

## **5.7. SETTLEMENT OF DISPUTES**

**5.7.1.** The seller and the buyer 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.

**5.7.2.** If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Seller or the Buyer 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 before delivery of the Product under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995. The venue of arbitration taken place is Colombo, Sri Lanka.

**5.7.3.** 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 Buyer shall pay the Seller any monies due the Seller.

## **5.8. CONTRACT PRICE**

**5.8.1.** The bid price offered by the bidder for the product and the related responsiveness under the contract shall not vary from the prices quoted by the bidder in its bid.

**5.8.2.** If the quantity on award of sales tender is adjusted perusal to the sub-clause 4.12.2 of clause 4.12, Sales Contract Award under Section 4, Instructions to Bidders & Bidding Data, the sales contract value will vary corresponding to the tonnage adjusted.

## **5.9. TERMS OF PAYMENT**

**5.9.1.** The seller's request for payment, shall be made to the buyer in writing, accompanied the pro-forma invoice.

**5.9.2.** The contract value shall be paid on advance as specified in the sub-clauses 4.13.1 & 4.13.5 under Clause 4.13 of Settlement of Payment & Discharge of Bid Security under Section -4, Instructions to Bidders & Bidding data

**5.9.3.** The payments could be made promptly by the buyer/ successful bidder referred to the pro forma invoice issued upon the notification of award and acceptance and additional invoice raised.

**5.9.4.** The failure of successful bidder to do the payment on time is considered as breaching of payment terms and results forfeiture of bid security.

## **5.10. TAXES AND DUTIES**

**5.10.1.** The buyer will be entirely responsible to pay the royalty, Tax and Levy imposed by the government on export of the mineral products originally for the product purchased those on account of the buyer. Where there is any compensation of product both agreed, the expenses incurred upon submission of subsequent documentary incidental thereto viz. taxes, levies, royalty and license fees shall also be borne by the buyer

## **5.11. PERFORMANCE SECURITY**

**5.11.1.** As specified in the sub-clause 4.13.2 of clause Settlement of Payment & Discharge of Bid Security under Section 4 Instructions to Bidders & Bidding Data, the buyer shall not furnish or provide a performance security. The bid security submitted is continued instead of performance of the buyer for the contract until the payment is made by the buyer. The payment of the sales tender settled by the buyer will thereafter, be the security for rest of obligations of the buyer until completion of the obligations of the sales contract.

**5.11.2.** The bid security shall be payable to the seller for compensation of any loss resulting from the buyer's failure upon execution of its obligations under the sales contract and constituted thereof the performance as well.

**5.11.3.** The bid security shall be discharged by the seller and returned to the relevant bank not later than ten (10) days upon completion of the buyer's obligations vested with the settlement of contract value.

## **5.12. CONFIDENTIAL INFORMATION**

**5.12.1.** The seller and the buyer 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

**5.12.2.** The buyer shall not use such documents, data, and other information received from the Seller for any purposes unrelated to the contract. Similarly, the seller shall not use such documents, data, and other information received from the buyer for any purpose other than the performance of the Contract.

**5.12.3.** The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the sales contract in respect of the sale or any part thereof.

**5.12.4.** The provisions of Terms & Conditions of Contract of Clause 5.12 shall survive for completion or termination, for whatever reason, of the contract.

## **5.13. SPECIFICATIONS AND STANDARDS**

**5.13.1.** The composition of minerals of the product guaranteed are certified to the specifications provided. The product is, unless otherwise stated as no warranty, delivered on guarantee. in pursuant to sub-clause 4.5.1 of clause 4.5 Responsibility of Buyer & Seller under Section 4 Instructions to Bidders & Bidding Data

**5.13.2** The product, offered for sale in terms of no warranty will be delivered "AS IS" in the existing condition. However, the moisture in such a product will be analyzed at the delivery of product and the moisture above 2% if any will be compensated by the same product in the weight equivalent to excessive moisture.

**5.13.3.** In such a compensation (mentioned above in sub clause 5.13.2), the total levy & taxes incurred should be borne by the buyer and the stock should be removed within the time period originally provided.

**5.13.4.** Where the quality failure of the product is found, same could be compensates pursuant to the sun- sub-clause 5.17.4 of Clause 5.17 Inspection & Test under Section 5, Terms & Conditions of Sales Contract.

## **5.14. PACKING AND DOCUMENTS**

**5.14.1.** The seller delivers the product, as stated in the sub- clause 4.6.2 of Clause 4.6, Preparation of Bid under Section 4., Instructions to Bidders & Bidding Data in bulk with the required documents. The seller, despite to the mode of package specified, could accept the alternative packaging of products if the buyer will bear the entire cost of pack & packaging.

## **5.15. INSURENCE**

**5.15.1.** Unless otherwise specified in the Clause 4.5, Responsibility of the Buyer & Seller regarding the obligations vested with the insurance, the seller will only be account for until such a period of which product is delivered to the buyer or their transport contractor on Exw IRZ Plant basis. Thereafter, the responsibility upon any loss or damage incidental thereto in acquisition, transportation, storage and freight is vested with the buyer

## **5.16. TRANSPORTATION**

**5.16.1.** The inland transport will be under responsibility of the buyer and the seller is responsible to provide the necessary documents for obtaining of the transport license in pursuant to sub-clause 4.14.5 of Clearance & Exports of Stock under Section 4, Instructions to Bidders & Bidding Data.

## **5.17. INSPECTIONS AND TESTS**

**5.17.1.** The seller shall, at its own expenses and at no cost to the buyer carry out analysis and/or inspections of the stock at the Seller's premises before the shipment of product subject to the warranty discussed in the Section 3, Product & Specification. If the buyer needs to analyze the product on their own expenses, the seller will grant permission for their analysis.

**5.17.2.** The buyer or its designated representative shall be permitted to attend for the test and/or inspections. If such instant, the buyer shall bear all of its costs and expenses incurred in connection with such visiting including but not limited to, all traveling and board and lodging expenses.

**5.17.3.** The seller shall, on request of the bidder / buyer, provide the detailed report of analysis of the product and results of any test and/or inspection carried out.

**5.17.4.** The buyer has no permission to reject any products after imported to their destination. However, where the seller found any deficiency in the quality of products found at the seller's end, a proportionate compensate either by the same product or payment will be made for the buyer at the discretion of the seller. Such a default in the product found by the buyer should brought to the seller no sooner the discrepancy is noted and accordingly, seller should response for the same within a three working days from the date of buyer reported

## **5.18. FORCE MAJEURE**

**5.18.1.** The seller or buyer are not liable to perform their obligations under the contract is at the result of an event of force majeure. In such a situation, each party should promptly notify the other party in writing of the condition and the cause thereof. Unless otherwise directed by the seller in writing, a redress, the buyer shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure.

**5.18.2.** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Seller/Buyer that is not foreseeable, unavoidable, and its origin is not due to negligence or lack of care on the part of the Seller/Buyer. Such events may include, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

**5.18.3** The COVID-19 pandemic is exemption of the force majeure unless otherwise inland transport restriction or total lockdown to the normal functions of the public and the relevant regulatory body is imposed & declared by the government of Sri Lanka.

**5.18.4,** The buyer, subject to the foregoing directive of the seller that is released pursuant to sub-clause 5.18.1 above, is liable for execution of his obligations on the contract Without prejudice to the directive, the seller could cancel the sales tender awarded wholly or by partly, where the obligations of the contract are not performed in a manner by the buyer with an expected advantage of the seller.

## **5.19. EXTENSION OF TIME & DEMURRAGES**

**5.19.1.** There is no any extension for removal of stock or settlement of payment where there is no acceptable reasons or situation of Force Majeure.

**5.19.2.** The demurrage will be charged at USD2.00 per MT or an amount equivalent in LKR per week for the stock not removed within the stipulated period referred to the sub-clause 4.14.3 of Clause 4.14, Clearance & Export of Stock under Section 4 Instructions to Bidder & Bidding Data.

**5.19.3** The seller will not be account for contamination or loss to the stock not removed within the period originally allowed for removal. In the case of stock further remaining after expiry of the maximum period granted for removal of the stock by the seller inclusive period of demurrage if any, the seller reserves the right to forfeit the stock not removed by the buyer within the contractual period and accordingly, terminate the sales tender.

## **5.20 THE EXPORT CLEARENCE LEVY**

**5.20.1** The export customs clearance and any other charges incurred at the Ports and Customs are on account of the buyer.

## **5.21. TERMINATION**

### **5.21.1 Termination for Default**

(a) The seller, at his discretion, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder/successful bidder /buyer, may terminate the sales contract in whole or in part:

- i). if the buyer fails to remove and clear any or all of the stock within the period specified in the sales contract, or within any extension thereof granted by the seller.
- ii). if the successful bidder/ buyer fails to perform any obligation under the sales contract; or breach the terms and conditions stipulated in the bidding document
- iii). if the bidder/successful bidder/ buyer, in the judgment of the seller has engaged in ethics, fraud and corruption as defined in Clause 4.2 of Section – 4 Instructions to Bidders & Bidding Data in competing for or executing the sales contract.

**5.21.2** The seller may take actions to deprive the opportunity for participating for the tender to whom the shipping documents and permits provided by seller will not be returned/ submitted after completion of the exports pursuant to the sub-clause 4.14.7 of Clause 4.14 Clearance & Exports of Stock under Section 4, Instructions to Bidders & Bidding Data and the bidders who are breaching the terms and conditions of sales contract.

**5.21.3** The bid being the highest will not be the price of accepted for award of sales tender. The bid which has been determined up to the stage of the evaluation, substantially responsive and highest-evaluated bid and finally approved by the Specific Sales Committee to its acceptance will be the bid price for award of sales tender. The Specific Sales Committee reserves the right to award of sales tender on sale of the product or cancel.

**5.21.4.** The Line Ministry will be the decisive Authority in any resolution sought on post administrative work of sale tender those arisen beyond the provisions of the bidding documents.

## **5.22. ASSIGNMENT**

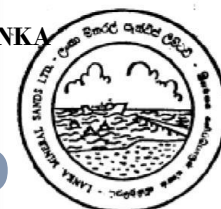
**5.22.1.** Neither the seller nor the buyer shall assign, in whole or in part, their obligations under this sales contract, except with prior written consent of the other party.

**5.22.2.** The successful buyer has no permission to change or commit of ownership of the sale tender to the other party without concurrence of seller.

**SECTION – 6, BIDDING FORM**



**THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA  
MINISTRY OF INDUSTRIES**



**LANKA MINERAL SANDS LTD**

**BID FORM**

Bid Reference No.: LMS/MKT/TDR/21/01

**DETAILS OF THE BIDDER**

Name of Company: .....  
 Address : .....  
 .....  
 .....  
 Tele Phone General..... Fax..... Mobile T.P.....  
 Email..... Website.....  
 Whatsapp / Wechat of the Head of Company.....

	PRODUCTS	QUANTITY OF PRODUCTS ON SALE (METRIC TONNE)	TONNAGE FOR WHICH THE BID SUBMITTED BY BIDDER (METRIC TONNE)	THE AMOUNT OF BID SECURITY FURNISHED BY THE BIDDER (SPECIFY THE CURRENCY WHETHER USD)	BID PRICE PER METRIC TONNE IN TERM OF EXW-IRZ PLANT, BASIS ( IN FIGURE CLEARLY )	
					USD	Cts.
<b>01</b>	Ilmenite (HS 2614 00 10)	15000				
<b>02</b>	Hi-Ti Ilmenite (HS 2614 00 10)	4000				
<b>03</b>	Rutile (HS 2614 00 20)	2000				
<b>04</b>	Zircon (HS 2615 10 00)	350				

- THE SCANNED COPIES OF FOLLOWING SHOULD ACCOMPANY THE BID FORM.
1. ADVICE ISSUED BY THE BANK UPON SETTLEMENT OF BID SECURITY,
  2. VALID COMPANY REGISTRATION ACCOMPANIED THE FORM SPECIFIC FOR SHAREHOLDERS & THEIR SPECIMEN SIGNATURES THEREIN,
  3. NOTIONAL IDENTITY CARDS / PASSPORTS OF THE SIGNATORIES. (Signatory should be the head of company and nominee)
  4. LETTER FOR AUTHORIZATION. (If applicable)
  5. THE AGREEMENT OF THE CONSORTIUM / ASSOCIATION / JOINTVENTURE BY DESIGNATING OF THE LEADER OF THE ENTITY (If applicable).

**BANK DETAILS OF THE BIDDER.**

Name of the Account Holder: .....  
 Name of the Bank: .....  
 Address of Bank: .....  
 .....  
 Bank Account No .....  
 IBAN No: ..... Swift Code: .....

**AUTHORIZED SIGNATORY**

1.Name.....  
 Designation.....  
 Address.....  
 .....  
 Specimen Signature .....  
 NIC / Passport No. ....  
 (attach a copy)  
 Contact Details.....  
 .....

2.Name.....  
 Designation.....  
 Address .....  
 .....  
 Specimen Signature .....  
 NIC / Passport No.....  
 (attach a copy )  
 Contact Details .....  
 .....

**Declaration of the bidder**

I / we have read the whole bidding document published by the seller and understood the content of the bidding document and the obligations of the buyer and seller thereof & hereby, agree to abide & perform the obligations of contract subject to the terms and conditions stipulated in the bidding document and the instructions to bidders & Bidding Date as well.

Further I / we declare that as a bidder our company is eligible in every criterion stipulated in the clause 4.4 of Eligible Bidder under Section- 4, Instructions to Bidders & Bidding Data for submission of bid and not debarred anywhere in any way in the trading of heavy mineral products.

Further, I am / we are well aware that the formal sales contract agreement will not be signed with the successful bidder/ Buyer but the sales contract will constitute with the issues of pro forma invoice by the seller referred to acceptance of the buyer to the awarding letter of the seller and become liable to perform the obligations of the contract if the sales contract on sale of any product is awarded referred to my/ our bid.

I / we hereby. confirm the delegate of authority by signing this bid Form to the above signatory to be signed the documents & correspondence dealt hereafter on behalf of .....  
 ..... our/ my Company.

Full Name of Chairman / Managing Director) .....  
 of Company ).....

Capacity / Designation .....  
 NIC/ Passport No. .... (please attach a copy)

Signature..... Date .....

Common Seal of the  
 Company

- N.B. 1. Tonnage for which the bid submitted should be mentioned in the particular column in the Bid Form and it should be under the tonnage published for sale.**  
**2. The single PDF prepared as instructed in the Invitation for Bids should be sent to the email [mslmineral@gmail.com](mailto:mslmineral@gmail.com)**

