



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 / 23/ 01

INTERNATIONAL COMPETITIVE BIDDING

(ADVANCED FOR 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.341/13, Sarana Mawatha,
Rajagiriya,
Sri Lanka

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SECTION - 1 : INTRODUCTION

1.1 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 having its principle place of No. 341/13, Sarana Mawatha, Rajagiriya, Sri Lanka. Lanka Mineral Sands Ltd has, presently gazetted under the Ministry of Industries.

1.2. 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 international bids from the Parties interested in buying the following heavy mineral products produced in Sri Lanka by processing beach mineral 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 have achieved the eligible criteria for submission of bid and interested to purchase the product and export or add further value to the product could also submit their bids.

THE PRODUCTS ON SALE AND OTHER RELEVANT DETAILS

	PRODUCTS	QUANTITY ON SALE (METRIC TONNE)	BID SECURITY (ONLY IN USD)	BENCHMARK PRICE IN TERM OF EX-FACTORY	PACKAGES & DELIVERY	DELIVERY TERMS	DATE & TIME OF BID SUBMISSION AND CLOSING
1	Ilmenite TiO ₂ > 8% < 50% Moisture ≤ 0.5% (HS 2614 00 10)	30000	USD 16.50 Per MT	USD 327.00 Per MT	In Bulk	Ex- Works IRZ Plant Pulmodda i	23/03/2023 At 10.00 a.m. Colombo, Sri Lanka
2	Reduced Titanium TiO ₂ > 57% < 60% Moisture ≤ 0.5% (HS 2614 00 10)	3000	USD 19.80 Per MT	USD 687.00 Per MT			
3	Rutile TiO ₂ >95% <97% Moisture ≤ 0.5% (HS 2614 00 20)	650	USD 101.35 Per MT	USD 2027.00 Per MT	40Kg Bagged		
4	Zircon ZrO ₂ >65% <67% Moisture ≤ 0.5% (HS 2615 10 00)	350	USD 98.10 Per MT	USD 1987.00 Per MT			

The complete Bidding Document, consisting of Introduction, Invitation for Bids, Specifications, of products, Terms & Conditions and Bidding Forms, is published in the official websites www.industry.gov.lk and www.lankamineralsands.com and Sri Lankan 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 products on sale. 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 or minmarketing@sltnet.lk addressing Marketing Manager, Lanka Mineral Sands Ltd, No. 341/13, 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 the sub-clause 4.6,7 of clause 4.6, Preparation of Bids under Section 4, Terms & Conditions of Sales Contract. The bid security should be in cash by fund transfer / telegraphic transfer or in the form of bank guarantee issued by licensed .commercial bank in Sri Lanka against the counter guarantee of buyer's rated bank which is reputed one acceptable to the seller. The bid security in cash will only be accepted upon credit of the payment to the bank account of the seller mentioned in the sub-clause 4.6.6 of clause 4.6 of the bidding document and confirmed the bank guarantee by the seller's bank The benchmark price of each product has been published above for reference of the bidders and it will be the minimum price of each product on award. A single PDF of prepared consisting with the bid form duly filled in & signed by the signatory accompanied the foregoing supported documents that is protected by the bidder himself positing time to be opened at

10.00 a.m. of Colombo, Sri Lanka on 23/03/2023 or retaining own password for opening the bid should be sent on email lmslmineral@industry.gov.lk with copy to lmslmineral.industry@gmail.com to receive before 10.00am Colombo, Sri Lanka on 23/03/2023. The bidder should use a valid domain for email in accordance with the high security information rules.

The bidder, who submitted the bid by protecting with their own password, should send their password on same email to receive seller's email lmslmineral@industry.gov.lk with copy to lmslmineral.industry@gmail.com within 10.00 a.m. - 10.15 a.m. of Colombo, Sri Lanka on 23/03/2023.

The bids not complying with the above instructions, the late bids and the bids no password within 10.00 a.m. – 10.15 a.m. of Colombo, Sri Lanka on 23/03/2023 will be rejected and not considered for evaluation. Therefore, bidders should be well aware to send their bids and password on time.

The bids received will be opened by the Bid Opening Committee in the Auditorium of the Ministry of Industries, No. 73/1, Galle Road Colombo 03, Sri Lanka at **10.15 a.m.** of Colombo Sri Lanka on 23/03//2023. 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 receipt of the bid to the bidders no sooner the bids are 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 / minmarketing@slt.net.lk

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

SECTION 3 – SPECIFICATIONS OF PRODUCTS ON SALE

3.1. The products, Ilmenite, Reduced Titanium, Rutile, and Zircon are guaranteed to the specifications in the below.

i). **PRODUCT : ILMENITE SAMPLE NO. : 4058/ILM – 07/01/2023**

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO ₂	> 48 < 50		
Maximum Moisture	00.50		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Weight %
Ilmenite	84.78		
Altered Ilmenite	03.87		
Magnetite	00.16		
MOnazite	00.87		
Garnet	01.58		
Others magnetics	00.98		
Total Magnetics		92.24	
Rutile	01.36		
Zircon	02.48		
Total Non-Magnetics		03.84	
Total Heavies			96.08
Quartz	03.07		
Sillimanite	00.85		
Total Light Mineral		03.92	03.92
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve (Microns)	Weight %	Cumulative % (Retained)	
+500	00.05	00.05	
+250	01.58	01.63	
+150	20.42	22.05	
+106	39.92	61.97	
+90	14.92	76.89	
+75	13.49	90.38	
+63	07.22	97.60	
-63	02.35	-	
Working Loss	00.05		
Total	100.00		

ii). PRODUCT : REDUCED TITANIUM SAMPLE NO.: 4055/HTI – -24/10/2022

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO2	> 57 < 60		
Maximum Moisture	00.50		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Weight %
Ilmenite	51.05		
Altered Ilmenite	28.59		
Garnet	02.34		
Others Magnetics	06.45		
Total Magnetics		88.43	
Rutile	09.41		
Zircon	01.97		
Total Non-Magnetics		11.38	
Total Heavies			99.81
Quartz	00.19		
Total Light Mineral		00.19	00.19
Total Minerals			100.00
SIZE DISTRIBUTION			
Microns	Weight %	Cumulative % (Retained)	
+500	00.01	00.01	
+250	04.06	04.07	
+150	36.83	40.90	
+106	35.43	76.33	
+90	10.80	87.13	
+75	08.04	95.17	
+63	03.92	99.09	
-63	00.90		
Working Loss	00.01		
Total	100.00		

iii), PRODUCT : RUTILE SAMPLE NO. : 4056/RUT – 28/12/2023

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO2	.>95 < 97%		
Maximum Moisture	00.50		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Total Weight %
Ilmenite	00.62		
Altered Ilmenite	01.75		
Monazite	00.02		
Other Magnetics	01.40		
Total Magnetics		03.79	
Rutile	94.61		
Zircon	01.22		
Total Non-Magnetics		95.83	
Total Heavies			99.62
Quartz	00.38		00.38
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+250	00.41	00.41	
+150	17.88	18.29	
+106	47.11	65.40	
+90	16.03	81.43	
+75	11.04	92.47	
+63	04.21	96.68	
-63	03.23	-	
Working Loss	00.09		
Total	100.00		

iv). PRODUCT : ZIRCON, SAMPLE NO. : 4057/ZIR – 04/01/ 2023

CHEMICAL ANALYSIS			
Contents	Weight %		
ZrO2	> 65 < 67		
Maximum Moisture	00.50		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Total Weight %
Monazite	00.28		
Others Magnetics	00.05		
Total Magnetics		00.33	
Rutile	00.47		
Zircon	98.65		
Total Non-Magnetics		99.12	
Total Heavies			99.45
Sillimanite	00.21		
Quartz	00.34		
Total Light Minerals		00.55	00.55
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+150	00.02	00.02	
+106	00.65	00.67	
+90	03.89	04.56	
+75	50.25	54.81	
+63	33.37	88.18	
-63	11.82	--	
Total	100.00		

SECTION – 4 : TERMS AND CONDITIONS OF SALE

4.1. DEFINITIONS

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

- a) “Products” means all of the commodities that the seller offered for sale under the tender.
- b) “Seller” is Lanka Mineral Sands Limited (LMSL) and specified in the contract of sale
- c) “Interested Party” is defined as the party who have potential for purchase of heavy mineral product.
- d) “Bidder” is the party who interested for purchase of the product and submitted the bid
- e) “Buyer/ Purchaser” means the bidder who was successful in the bid and accepted for award of sales tender on purchase of any product and its certain stock.
- f) “Foreign Buyer” is the party who submit the bid under a company registered outside Sri Lanka
- g) “Local Buyer is the party who submit the bid under a company registered in Sri Lanka
- h) “Contract” means the contract of sale entered into between the buyer and the seller with the bidding documents including any appendices thereto and the declaration of the bid form
- i) “Contract Documents” means the documents & correspondence dealt on the sales
- j) “Contract Value” means the value of sales order payable to the seller buy the buyer under the contract.
- k) “Day” means calendar day unless otherwise specified in detail. The working days will be the official days in Sri Lanka on which banks are opened for business
- l) “Obligations” means the services & responsibilities incidental to the imports and exports of Products that should be performed by the seller and buyer under the contract.
- m) “IRZ Plant Pulmoddai” means the Factory of Lanka Mineral Sands Ltd and the place of product is delivered on Exw basis.
- n) “Global Market” means the price index & market intelligence that is published over the activity on buying or selling of heavy mineral products by the party renowned & reputed in the heavy mineral industry acceptable to LMSL
- o) “Stock /Goods means the product reserved for buyer for shipment.

4.2. ETHICS, FRAUDS & CORRUPTIONS

4.2.1 The attention of the interested- parties is drawn to the following guidelines and shall ensure

- a) Parties with sales actions, namely, 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. 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 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 buyers, with or without the knowledge of the seller to establish bid prices at artificial, non-competitive 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 sales contract.

4.2.3. If the seller found any unethical practices as stipulated under clause 4.2.2 above, that a buyer 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.

4.3. BIDDING DOCUMENT

4.3.1. Bidding Document consists with Invitation for Bids, Introduction, Specifications of the products on sale, Terms & Conditions of Sales Contract and Bidding Forms.

4.3.2. 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.

4.3.3 if the context so requires, “singular” means “plural” and vice versa; and “day” means calendar day unless otherwise specified clearly as working days.

4.4. ELIGIBLE BUYERS & QUALIFICATIONS FOR ELIGIBILITY

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. The bidders shall not have a conflict of interest and ineligibility at the date of submission of the bid & award of sales and debarred or blacklisted in the any of country 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 buyer and acceptance of the bid by the seller, the bidder should also originally possess a valid Company Registration registered under Company Act of particular country.

4.4.3. The local bidders, who wish to export the product by re-selling to foreign parties should possess trading license for exports of heavy mineral products or be qualified for obtaining of the export license from Geological Survey & Mines Bureau (GSMB) in term of the legal provisions of the Mines & Minerals Act of Sri Lanka for the mineral products purchased under the tender while the party who wish to add further value to the product purchased, should have facility for value- addition locally and the Government permission. Therefore, the viability in obtaining the export license should be checked with GSMB and ensured before submit the bid

4.4.4. The respective addresses and the contact details given and set out by the bidder 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 bidder

4.5. RESPONSIBILITY OF BUYER & SELLER

4.5.1 The product is guaranteed to the quality published by the seller with the product specification unless otherwise stated no warranty and delivered on Exw- IRZ Plant, Pulmoddai (INCOTERM-2010) nowhere mentioned another delivery term in the Invitation for Bids. The obligations of the seller and buyer in respect of the sales contract is governed in term of product delivery. 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 till Port of loading or buyer’s local destination from the Factory in term of delivery mode of Exw basis. The loading of product, for the transport means of the buyer available at the IRZ Plant, Pulmoddai is seller’s responsibility

4.5.3. The seller is responsible for issues of the pro-forma invoice, commercial invoice, weighing certificate, packing list, certificate of origin, material safety data sheet, quality certificate, regulatory permits of including the permits and certificates for transport of radioactive products and free / preferential trade agreement other than the quarantine certificate.

4.5.4. Seller will, whatever reasons, not issue the export license to the third party on exports of mineral products purchased by the foreign or local buyers. Therefore, especially the local party who is with an intension for re-sale the product to their foreign party, should export such products on their

own only under export license issued by Geological Survey & Mines Bureau (GSMB). Seller will not be liable for the buyer in obtaining of their export license from GSMB.

4.5.5. The buyer is liable for settlement of payment on time in term of payment stipulated to and thereafter, removal of product purchased within the time frame. The inland transports, exports & imports customs clearance, inspection of product & additional analysis of product (if required), cargo insurance and possession of regulatory permits necessary for imports/exports of the products to the final destination are on account of buyer as vested the responsibility.

4.5.6. The copies of all shipping documents of the consignment cleared for export should be submitted to seller by the buyer himself or per their freight forwarder for verification of seller & record no sooner the transactions of each consignment is completed

4.5.7. Throughout the sales context, seller will ensure to fulfil all of the objectives on the sales maintaining adequate transparency, responsibility, consistency accountability at the seller's end to secure the confidence.

4.5.8. The sales contract agreement is constituted with the buyer & seller on the sale of product with effect from the issues of pro forma invoice upon acceptance of bidder in writing to the notification on award made by the seller notwithstanding to the signing of formal contract agreement.

4.6. PREPARATION OF BIDS

4.6.1. The bidding process is conducted through the International Competitive Bidding (ICB) procedure advanced to submit bids on e-mail and notify the award on the date of opening of the tender itself.

4.6.2. The buyers (those who qualified in term of clause 4.4- Qualification for Eligible Buyers) should submit the bid for the product and the quantity they are interested for purchase. The bid should not be a conditional bid and it should be subject to the Terms & Conditions of the Sales Contract. The delivery term of the product is as mentioned in the Invitation for Bids in bulk /containerized / bagged on Ex-IRZ Plant basis unless otherwise mentioned other delivery term. The benchmark price of each product has been published in the Invitation for Bids and it is in term of Ex-Factory Pulmoddai basis excluding the relevant government royalty, tax and levy. The order quantity is customized and it is 50MT in minimum for the products Rutile and Zircon while 250MT for Reduced Ilmenite and 2500MT for Ilmenite. No award is permitted more than the tonnage on the bid offered by the bidder and bid security kept originally.

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

4.6.4. The currency of bid is United States Dollars (USD).

4.6.5. The bid submitted should remain 25 calendar days validity from the date of opening of bids.

4.6.6. The bid security is refundable. It should be an amount over the product and tonnage upon submission of bid. The bid security that should be furnished by the bidder has to be computed in USD following to the specifying in the Section 2, Invitation for Bids. The bid security shall be by cash or bank guarantee and valid for 25 days from the date of opening date of bids. The bid security in cash should be remitted by fund transfer or telegraphic transfer to the United States Dollar Account 73449850 (Swift Code BCEYLKLX) maintained by the seller at the Bank of Ceylon, Corporate Branch, BOC Mawatha, Colombo – 01, Sri Lanka. The payment on bid security should have credited of the seller's account before 09.30 a.m. Colombo, Sri Lanka on 23/03/2023. Therefore, the buyer should take prior arrangement to remit this payment in advance and be ensured of its credit to the seller's account through their bankers.

The bank guarantee should be a one issued by licensed commercial bank in Sri Lanka counter against rated bank of the bidder & the reputed. The bank guarantee should also be unconditional & payable on first demand of the Seller, It should be furnished in favour of Chairman, Lanka Mineral Sands Ltd. The copy of remittance advice and or original bank guarantee should be attached to the Bid Form.

4.6.7. The documents accompanied the bid are as follows

- i. Proven document for particular bid security (copy of TT / Fund Transfer or copy of Bank Guarantee)
- ii. Copy of valid company registration along with the associated documents of shareholders'/ owner's with specimen signatures therein to be proved the authority.
- iii. Copies of National Identity Card/ Passport of the Head of Company and the signatory Authorization for representative if authorization is granted to work on behalf of the owner/shareholders (if applicable)
- iv. The collective agreement of the Consortium/Association / Joint Venture (if applicable) by designating of leading party so as to grant authorization to work on.
- v. Copy of valid trade license on export of heavy mineral product (only for the local bidder)

4.6.8. The bidder / buyer, at any stage of transfer of funds or payment through bank, should bear all charges levied by the bank.

4.6.9. The buyer may review the Greenwich Mean Time (GMT) and ensure to post the exact time at their location that is corresponding to the deadline 10.00 a.m. Colombo, Sri Lanka on 23 / 03/ 2023 at the sending of bid to just open at the deadline.

4.7. AMENDMENT TO BIDDING DOCUMENT

4.7.1. Amendment to the bidding document could be made by the seller and it will only be 5 working days prior to deadline for opening of the bids providing buyer reasonable time to take an addendum into account in preparation of their bids. The seller may, at its discretion, extend the deadline for submission of bids. Any addendum issued shall be part of the bidding documents and shall be published in the websites already uploaded the bidding document 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. The concurrence of the buyer shall not be required to modify the bidding document.

4.7.2. In exceptional circumstances, prior to the expiration of the bid validity and bid security, seller may request bidder to extend the period of validity of their bids & bid security. The request shall be made in writing. If such a request, it shall also be extended for a corresponding period. However, the bidder is of the right to refuse the request of seller without any obligation of the buyer.

4.8. SUBMISSION OF BIDS.

4.8.1. The bidder should fill out the Bid Form with the all details requested for by the seller and attached the documents and correspondence as specified in the sub-clause 4.6.7 of clause 4.6, Preparation of Bids. The submission of incomplete bid form and not receiving the bid on time will result rejection of bid. Therefore, bidder should be compulsory for filling the Bid Form in correctly and attach the documents required completely.

4.8.2. The single Portable Document Format - Adobe Acrobat (PDF) prepared as detailed in the paragraphs 5 & 6 of Section 2, Invitation for Bids should be sent on email to receive on lmslmineral@industry.gov.lk with copy to lmslmineral.industry@gmail.com at **10.00 a.m.** of Colombo, Sri Lanka on 23/03/ **2023**.

4.8.3. Where the alteration is in the filling of bid form, the bidder should endorse the same for evidence.

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 a substitute.

4.10. OPENING OF BIDS

4.10.1 The bids will be opened at the Auditorium of the Ministry of Industries, No. 73/1, Galle Road Colombo 03, Sri Lanka at **10.15 a.m.** Colombo, Sri Lanka on 23/03/2023 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 bidders who unsuccessful in the bids, seller will inform in writing parallel to the notification on award to the successful buyers.

4.11. BID EVALUATION & CRITERIA

4.11.1. The Specific Sales Committee with the assistance of Technical Evaluation Committee will fix the benchmark prices of the products reviewing the global market and the quality of products and be liable to sell the products at which the price equal or above the benchmark price.

4.11.2 The bid substantially responsive to the bidding document is taken for evaluation except the royalty that is to be paid by the buyer separately. Each bid substantially responsive and up to the stage of the evaluation is compared with the world market to determine the acceptance bid price. To assist in the examination of the bids and evaluation of the bids, no clarification is sought from the bidders.

4.11.3. No any domestic preference is for evaluation of bids. Every bidder local or foreign has equal opportunity.

4.11.4. The bid price at a best will be the most significant factor in the determination of award.

4.11.5. The past performance of the bidder / buyer of those experienced at the seller's end upon execution of the obligations of contracts by the buyers viz the settlement of payment, the removal of the stock, the satisfactory submission of necessary documents on exports of products and other defaults & failures will also be reviewed in determination of award.

4.11.6. The priority is given on award of sales in the order of bid price from the highest above the benchmark.

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

4.12. SALES AWARD & CONTRACT

4.12.1. The seller shall award the sales contracts to the bidders whose offers have been determined to be the evaluated bids at the benchmark price or above and substantially responsive to the bidding documents and qualified for submission of bid and perform the obligations of sales contract

4.12.2. The priority on award of sales orders is given in order of the bid from the highest.

4.12.3. In the instance of tonnage on sale is less than the tonnage above the benchmark price, seller will decide to deliver the balance stock of the tonnage on sale or supply to the optimum in the additional stock available in the warehouse.

4.12.4. Seller conveys the notification on award to the successful buyer/s on the date of tender is opened. The notification will consist of the letter of award with the specific terms & conditions of sales contract for acceptance of the successful bidder. The acceptance to the award should be submitted by the successful buyer in writing to the seller within 3 working days from the date of receipt of the notification on award or intimation of award

4.12.5. The pro forma Invoice is issued on receipt of acceptance of the successful bidder to the notification on award.

4.12.6. The seller & buyer will enter into the contract agreement on sale and purchase of the product. It will constitute and bind upon consecutive order of submission of bid by the bidder, issues of notification on award by the seller to the successful bidder, submission of the buyer's acceptance to notification on award in writing and issues of pro forma invoice by the seller. The other documents and correspondence dealt with the both parties of buyer and seller with the consent & acceptance of the sales entity and the terms & conditions of the bidding document will be the evidence for governing the contract agreement. No other facts or documents irrelevant will be constituted for governing of the contract agreement.

4.12.7. The seller will promptly notify each unsuccessful bidder the position of their bid and reasons to be unsuccessful in the bid.

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

4.13. CONTRACT PRICE, PAYMENT TERM & SETTLEMENT OF PAYMENT

4.13.1. The bid price offered by the bidder for the product and the levy and taxes incurred over obligations and compulsory of the buyer shall be the contract value.

4.13.2. The payment term is on advance by TT or fund transfer and the contract value shall be settled in full within **ten (10) working days** from the date of pro forma invoice. There is no permission to settle the payment by a third party in favour of buyer. The contract value should be paid fully in United States Dollar Account 73449850 (**Swift Code- BCEYLKLX**) maintained by the seller at the Bank of Ceylon, Corporate Branch. BOC Mawatha, Colombo – 01, Sri Lanka. No performance security is requested in addition to the contract value paid on advance.

4.13.3 The seller acknowledges to the buyer the receipt of payment no sooner the payment is credited of the seller's Account.

4.13.4 The buyer will be liable for any delay in the settlement of payment. Where the request for extension is from the buyer, it will be accepted only under acceptable reasons prevalent. The extension if any, it will be limited to 07days maximum and where no extension it will be subjected to charge of 0.1% interest for due payment per day. The additional invoice is issued for this surcharge.

4.13.5. 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 approved time frame or any other payment thereof will constitute sufficient ground for the annulment of the award and forfeiture of the bid security or performance security.

4.14. TAXES AND DUTIES

4.14.1. The export customs clearance and any other charges incurred at the Ports and Customs are on account of the buyer in the term of Exw.

4.14.2. The seller issues the Tax Invoice on sale of product. The Government Taxes, CESS & other Levy on sale and export of product should be borne by the buyer or seller as per the delivery term of the products and their responsibility. The value added tax (VAT) is 15% of the total value of the sales contract. However, VAT is currently Zero for export of mineral product. The local tax component is on account of local buyer since local sales order is issued. The government royalty is 9% on FOB value regarding the exports consignment and 7% for local sales. Out of the royalty levied on FOB value, royalty 7% of bid price on Exw by the local buyer and 9% of bid price by the foreign buyer should be payable in addition to the bid price. The levies and taxes are subjected to imposed and revised by the government time to time.

4.14.2. Where there is any compensation of product, the additional expenses incidental thereto viz. taxes, levies, royalty and license fees shall also be borne by the buyer.

4.15. DISCHARGE OF BID SECURITY

4.15.1. The bid security will be returned only to the bank and the account of the buyer that is given with the bid form by the buyer

4.15.2. No sooner the intimation of the notification on award of sales tender, the bid security of the unsuccessful bidder could be withdrawn. However, the bid security will be released only upon receipt of request from the unsuccessful bidder in writing. The bid security will be returned within 10 working days of the receipt of withdrawal notice from the bidder.

4.15.3. The bid security of successful bidder will be released only upon settlement of the total sales contract value within which the period approved for settlement and fulfillment of the obligations of the buyer thereon.

4.16. PERFORMANCE SECURITY

4.16.1. The buyer shall not furnish or provide a performance security unless otherwise requested specially in the sub- clause 4.13.2 of the clause 4.13, Contract Price, Payment Term & Settlement of Payment. The bid security submitted is continued in place 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 performance security for rest of obligations of the buyer until completion of the obligations of the sales contract.

4.16.2. The bid security or performance security so established shall be payable to the seller for compensation of any loss incurred by result of buyer's failure upon execution of its obligations under the sales contract. Such loss will be recovered by the seller from the performance security intimating of the buyer.

4.17. TRANSPORTATION

4.17.1 Where the sale tender is awarded on Exw basis, the inland transport will be under responsibility of the buyer and the seller is responsible to provide necessary documents for obtaining of the transport licenses. The foreign buyer may entrust the inland transport and other export services to the transporter and freight forwarder.

4.17.2. The products purchased under this procurement should not be sold or transported to any countries which are currently under international trade sanctions and embargo.

4.18. PACKING & CLEARANCE OF STOCK

4.18.1 The buyer is liable to provide the suitable containers/vessels for loading following the responsibility vested on to avoid the waste of product. The export customs clearance and any other charges incurred at the Ports and Customs are on account of the buyer upon delivery of the product on Exw basis.

4.18.2. 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 & clear the stock purchased within the approved time.

4.18.3. The maximum loading capability is 750MT per day for loose bulk containerized and 250MT packed in bag.

4.18.4. Seller delivers the product in bulk or bagged as specified in the Invitations for Bids. The seller, despite to the mode of package specified, could accept the alternative packaging of products if the buyer will bear the additional cost of packages & packaging

4.18.5. The seller is liable to calibrate and service the weighbridge located in the IRZ Plant and the updated certificates should be furnished to the buyer for his acceptance.

4.18.6. 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 $> 5000\text{MT} \leq 10000\text{MT}$
- b) 20 days for the stock $> 500\text{MT} \leq 1000\text{MT}$ e) 50 days for the stock $> 10000\text{MT} \leq 20000\text{MT}$
- c) 30 days for the stock $> 1000\text{MT} \leq 5000\text{MT}$ f) 60 days for the stock $> 20000\text{MT} \leq 30000\text{MT}$
- g) 02 days more is provided for every 1000MT where the tonnage sold is more the 30000MT

4.18.7. The buyer is permitted for partial shipment.

4.18.8 The buyer is liable not to change of ownership of the sales contract. Where an assignment has been made by the buyer with another party by their internal arrangement or agreement, seller is not responsible for any of the defaults arisen. The seller issues necessary documents for shipment subject to the sub-clause 4.5.3 of Clause 4.5 Responsibility of the Buyer & Seller

4.18.9. At the exports of products by the buyers, Bill of Lading (surrendered) and CUSDEC (party's copy) should be submitted to the seller for every consignment for record of the seller and issues of the shipping documents. The original export license and inland transport license issued by seller itself should also be returned through their contractors. The seller, notwithstanding to the order placed with the buyer, reserves the right to decide for authenticating of the Bill of Lading in each consignment cleared for export by the buyer. If the buyer will not submit these documents even after cleared & completed the export, it will be considered as failure and default of the seller and 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 may extend to blacklist of the company for participating in the sales.

4.18.10. The buyer should take every effort to clear the stock within the particular period pursuant to sub-clause **4.18.6** 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 for retaining the stock per week after expire of 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 by the buyer in the event of failure of the buyer to settle the demurrage charges. Where the stock remaining further after completion of particular period, the seller reserves the right to forfeit of the stock remains and terminate the sales contract.

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

4.18.12. 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.

4.19. CONTRACT DOCUMENTS

4.19.1. Subject to the order of precedence set forth, the Sales Contract constitutes with the Bidding Document, the bid submitted by the bidder, award of sales tender by the seller, the acceptance of buyer to the award and the pro forma invoice issued by the seller All documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The sales contract shall be read as a whole.

4.20. LANGUAGE

4.20.1 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. The supporting documents and printed literature that are part of the contract may be in another language provided are accompanied by an accurate translation of the relevant passages certified by an authorized translator in the language specified and in which case, for purposes of interpretation of the contract, this translation shall govern.

4.20.2 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.

4.21. JOINT VENTURE, CONSORTIUM OR ASSOCIATION

4.21.1. 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.

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

4.22. SPECIFICATIONS AND STANDARDS OF THE PRODUCT

4.22.1 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.

4.22.2. The product, offered for sale in terms of no warranty will be delivered “AS IS” in the existing condition.

4.23. INSPECTIONS AND TESTS

4.23.1The 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, Specifications of Products. If the buyer needs to analyze the product on their own expenses, the seller will grant permission for their analysis.

4.23.2. 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.

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

4.24. ELIGIBILITY OF THE PRODUCT

4.24.1. All stock delivered under this contract shall be complied with the specifications provided unless otherwise stated the product has no warranty.

4.24.2. In the issues and export of the product, where it found the absence of standards, the products should be tested at the independence laboratory acceptable to both seller and buyer before shipment within the validity for removal of stock.

4.24.3. 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 at the seller’s end, a proportionate compensate either by the same product or payment. 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’s report.

4.24.4. If the seller has decided for compensation of the product, additional quantity of the product, corresponding to the compensation accepted by the seller is issued. The additional expenses incurred

for removal of the products and exports and other associate cost should be borne by the buyer unless otherwise seller decides to bear the same.

4.25. GOVERNING LAW

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

4.26. SETTLEMENT OF DISPUTES

4.26.1. 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.

4.26.2. 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 after 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 is Colombo, Sri Lanka.

4.26.3. 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.

4.27. CONFIDENTIAL INFORMATION

4.27.1. 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

4.27.2. 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.

4.27.3. 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.

4.27.4. The provisions of Terms & Conditions of Contract of Clause **4.27** shall survive for completion or termination, for whatever reason, of the contract.

4.28. INSURENCE

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

4.29. FORCE MAJEURE

4.29.1. The seller and buyer are liable to perform their obligations of the contract. In such a situation of force Majeure, each party should promptly notify the other party in writing of the condition and the cause thereof. Unless otherwise agreed by the both party to reach for compromise in this regard or provide a redress or alternative in writing, the each party 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.

4.29.2. 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 including hindrance for inland transports of seller’s end.

4.29.3 The COVID-19 or any pandemic is exemption of the force majeure unless otherwise inland transport restriction or total lockdown to the normal functions of the public is declared by the government of Sri Lanka.

4.29.4, The buyer, in pursuant to addressing in the sub-clause 4.29.1 above, is liable for execution of his obligations of the contract. Without prejudice to the addressing, 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.

4.30. EXTENSION OF TIME & DEMURRAGES

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

4.30.2. The demurrage will be charged for the stock not removed within the approved period at USD2.00 per MT or LKR equivalent for retaining a week referred to the sub-clause 4.18.10 of Clause 4.18, Packing & Clearance of Stock.

4.30.3 Where the extension for removal of stock is, it will be limited to 15 days from the deadline. However, 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 allowed by the seller for removal of the stock inclusive period of demurrage, the seller reserves the right to forfeit the stock and accordingly, terminate the sales tender.

4.31. TERMINATION

4.31.1Termination 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 successful bidder /buyer, may terminate the sales contract in whole or in part and further legal actions appropriate.

- i). if the successful bidder fails to settle the sales contract value fully within the stipulated period or within any extension thereof granted by the seller
- ii). 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.
- iii).if the successful bidder/ buyer fails to perform any obligation under the sales contract; or breach the terms and conditions stipulated to the bidding document
- iv).if the buyer, in the judgment of the seller has engaged in practices unethical, fraud and corruption in completing for or executing the sales contract as defined in **sub-clause 4.2.1, 4.2.2 & 4.2.3** of Clause 4.2 Ethics, Frauds & Corruptions under Section 4 Terms & Conditions

4.31.2. The seller is of the right to deprive the opportunity for participating in the tender to whom the party who would not submit the shipping documents on exports and return the permits that were provided by seller pursuant to the sub-clause **4.18.9 of Clause 4.18** Packing & Clearance of Stock and the bidders who are breaching the terms and conditions of sales contract.

4.31.3. Where the breaching of obligations of the buyer and deliberately causing loss to the seller and dishonor, seller could take appropriate actions either by disciplinary or legally in addition to the annulment of the award of tender.

4.31.4. The Specific Sales Committee will be the decisive Authority at any resolution sought on the post administrative work of sale tender those arisen under terms and conditions and issues beyond the provisions discussed in the bidding documents.

4.32. ASSIGNMENT

4.32.1. 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.

4.32.2. 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 – 5, 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/23/01

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 (MT)	THE AMOUNT OF BID SECURITY FURNISHED BY THE BIDDER IN USD (PLEASE SPECIFY THE CURRENCY)	BID PRICE PER METRIC TONNE IN TERM OF EXW-IRZ PLANT, BASIS (IN FIGURE CLEARLY)	
					USD	Cts.
1	Ilmenite, TiO ₂ >48 <50% Moisture ≤ 0.5% (HS 2614 00 10)	30000				
2	Reduced Ilmenite TiO ₂ > 57 < 60% Moisture ≤ 0.5% (HS 2614 00 10)	3000				
3	Rutile, TiO ₂ > 95 <97% Moisture ≤ 0.5% (HS 2614 00 20)	650				
4	Zircon, ZrO ₂ > 65 <67% Moisture ≤ 0.5% (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) LETTER FOR AUTHORIZATION. (If applicable)
4. THE AGREEMENT OF THE CONSORTIUM / ASSOCIATION / JOINTVENTURE BY DESIGNATING OF THE LEADER OF THE ENTITY (If applicable).
5. COPY OF VALID TRADING LICENSE POSSESSES BY THE LOCAL BIDDER FOR EXPORT OF HEAVY MINERAL PRODUCTS. (This is applicable only for the local buyers)

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. <i>(attach a copy)</i> Contact Details.....	2. Name..... Designation..... Address Specimen Signature NIC / Passport No..... <i>(attach a copy)</i> Contact Details
<p>Declaration of the bidder</p> <p>The bid hereby submitted is an unconditional. 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.</p> <p>Further I / we declare that as a bidder our company is eligible in every criterion stipulated in the clause 4.4 of Eligible Bidder & Qualifications 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.</p> <p>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.</p> <p>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</p> <p>..... our/ my Company.</p> <p>Full Name of Chairman / Managing Director)</p> <p>of Company)</p> <p>Capacity / Designation</p> <p>NIC/ Passport No. <i>(please attach a copy)</i></p> <p>Signature..... Date</p> <div style="border: 1px solid black; width: 150px; height: 50px; display: flex; align-items: center; justify-content: center; margin-top: 5px;"> Common Seal of the Company </div>	

- N.B. 1. Tonnage for which the bid submitted should be mentioned in the particular column of Bid Form and it should be under the tonnage published for sale.**
- 2. The single PDF prepared as instructed with the Invitation for Bids should be sent to email mslmineral@industry.gov.lk with copy to mslmineral.industry@gmail.com**