

AMENDMENT TO BIDDING DOCUMENT.

SUBJECT – Sale of Heavy Mineral Sands
BID REFERENCE No. LMS/MKT/TDR/23/03
AMENDMENT No. - 2

In accordance with the provisions for amendment in the clause 4.6, Amendment to Bidding Document under Section 4. Terms & Conditions of Sale, the following of clauses are amended by the Specific Sales Committee adding new sub-clauses or revising the existed, referred to the recommendation of the head of Lanka Mineral Sands Ltd for request made by the parties interested in buying mineral sands.

These amendments are valid with effect from the date of 09/07/2023. However, if there is any bids already submitted by the bidder before this amendment, same will be taken for evaluation under the clauses specified first.

- **Sub-clause 4.5.5. of Clause 4.5, Special Concerns on Preparation of Bids under Section 4 , Terms & Conditions of Sale**
Minimum order quantity of Ilmenite is revised as 10000MT. The minimum order quantities of other products are remained unchanged.
- **Sub-clause 4.10.4 of Clause 4.10, Bid Evaluation Criteria under Section 4 , Terms & Conditions of Sale**
In determination for award, the priority is given to the bids evaluated and highest above the benchmark. However, seller will consider to make a priority to the bidder, who submit bid for total tonnage of Ilmenite where the bid price is above the benchmark and the total tendered value is paid by TT in advance with single instalment within stipulated time.
- **Sub-clause 4.10.6 is newly added to the Clause 4.10, Bid Evaluation Criteria under Section 4 , Terms & Conditions of Sale**
The past positive performance of the bidder in this sales procedure will be an added advantage.
- **Sub-clause 4.11.7. is newly added to the Clause 4.11, Sales Award & Contract under Section 4, Terms & Conditions of Sale**
If a bidder is unsuccessful in the bidding procedure, bid security will be returned safely within 15 working days to the bank detailed in the Bid Form by the bidder.
- **Sub-clause 4.16.5 of Clause 4.16, Clearance of Stock under Section 4 , Terms & Conditions of Sale**
Buyer shall, at its expense, arrange for and secure a vessel for each shipment at least 20 days prior to the proposed stem dates for each delivery. Seller shall use all reasonable endeavors to effect delivery of the product by the date(s) in the Contract of Sale, but under no circumstances will the Seller be liable for any loss accruing to buyer as a result of late delivery. Buyer is not responsible for the losses due to delays in Exw activities.

- **Sub-clause 4.16.12 of Clause 4.16, Clearance of Stock under Section 4 , Terms & Conditions of Sale**
Seller shall use all reasonable endeavors to effect delivery of the product by the date(s) specified in the Contract of Sale, but under no circumstances will the seller be liable for any loss accruing to buyer as a result of late delivery of product in term of FOB.
- **Sub-clause 4.16.13 of Clause 4.16, Clearance of Stock under Section 4 , Terms & Conditions of Sale**
Demurrage costs incurred for the stock sold on FOB basis due to port congestion shall be sole liability of buyer and the demurrage for the delay in removal of stock from the seller's warehouse on Exw basis shall be under the sole liability of the seller.
- **Sub-clause 4.16.15 of Clause 4.16, Clearance of Stock under Section 4 , Terms & Conditions of Sale**
Seller is liable to issue the commercial documents and regulatory permits for exports of the product as required by the buyer. The buyer could specify the commercial and regulatory documents that they need and seller is responsible to submit them as original and non-negotiable copies of Commercial Invoice, Certificate of weight, Packing List, Certificate of Origin, Specifications of Product, Manufacture's analysis certificate, MSDS confirming the radiation level, Shipper's declaration, TML certificate and required regulatory permits that is applicable other than quarantine certificate for the product sold on Exw basis.
- **Sub-clause 4.19.7 is newly added to the clause 4.19, Eligibility of the Product under Section 4 , Terms & Conditions of Sale**
The seller is liable to deliver and load on board the total tonnage on contract without any shortage where the delivery term is FOB. However, the weight shortage reported for the product delivered on Exw basis at the loading port with the weight certificate of VGM will not be considered for compensation as the weighing machine of the seller is periodically calibrated and serviced by the Government licensed service provider. The buyer should be careful and use precaution to transport the stock loaded on container/ dump truck without waste and loaded on ship as well.
- **Sub-clause 4.21.4 is newly added to the clause 4.21, Settlement of Disputes under Section 4 , Terms & Conditions of Sale**
The language of arbitral proceedings shall be in English or Sinhala as selected by the buyer / bidder. The number of arbitrators shall be one. The parties hereby agree that the arbitral award shall be the final and binding upon the parties.

Chairman,
Specific Sales Committee,
Ministry of Industries,
P.O. Box 570, No. 73/1, Galle Road
Colombo – 03.
Date- 09th July 2023