

BIDDING DOCUMENT

ISSUED ON: MARCH. 2023

FOR

**PROCUREMENT OF
MANUFACTURE, SUPPLY,
INSTALL AND COMMISSIONING OF
NEW FLOTATION PLANT**

NO: SL/KGLL/FPL/2023/01

**PROJECT: 01 TPH (one ton per hour) BRAND NEW
FROTH FLOTATION PLANT**

PURCHASER: KAHATAGAHA GRAPHITE LANKA LTD

Ministry of Industries
561/3, Elvitigala Mawatha
Narahenpita, Colombo 05.
Sri Lanka

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Section I. Instructions to Bidders (ITB)

General

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| 1. Scope of Bid | 1.1 | The Purchaser indicated in the Bidding Data Sheet (BDS) , issues these Bidding Documents for the supply of Goods and Related Services incidental thereto as specified in Section V, Schedule of Requirements. The name and identification Number of this procurement is specified in the BDS . The name, identification, and number of lots (individual contracts), if any, are provided in the BDS . |
| | 1.2 | Throughout these Bidding Documents:

(a) the term “in writing” means communicated in written form by mail (other than electronic mail) or hand delivered with proof of receipt;

(b) if the context so requires, “singular” means “plural” and vice versa; and

(c) “Day” means calendar day. |
| 2. Source of Funds | 2.1 | Payments under this contract will be financed by the source specified in the BDS . |
| 3. Ethics, Fraud and Corruption | 3.1 | The attention of the bidders is drawn to the following guidelines of the Procurement Guidelines published by Department of Public Finance:

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

Officials shall refrain from receiving any personal gain from any Procurement Action. No gifts or Inducement shall be accepted. Suppliers/contractors are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official. |
| | 3.2 | The Purchaser requires the bidders, suppliers, contractors, and consultants to observe the highest standard of ethics |

during the procurement and execution of such contracts. In pursuit of this policy:

- (a) “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution;
- (b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;
- (c) “collusive practice” means a scheme or arrangement between two or more bidders, with or without the knowledge of the Purchaser to establish bid prices at artificial, noncompetitive levels; and
- (d) “Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

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

4. Eligible Bidders 4.1 All bidders shall possess legal rights to supply the Goods under this contract.

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

- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under these Bidding Documents ; or
- (b) Submit more than one bid in this bidding process. However, this does not limit the participation of subcontractors in more than one bid.



4.3 Department of Public Finance of Ministry of Finance, at the date of submission of bids or at the date of contract award, shall be disqualified. The list of debarred firms is available at the website of, www.treasury.gov.lk.

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

5. Eligible Goods and Related Services

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

Contents of Bidding Documents

6. Sections of Bidding Documents

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

Volume 1

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

Volume 2

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

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

7. Clarification of Bidding

Documents 7.1 A prospective Bidder requiring any clarification of the Bidding Documents including the restrictiveness of specifications shall contact the Purchaser in writing at the Purchaser's address **specified in the BDS**. The Purchaser will respond in writing to any request for clarification, provided that such request is received no later than ten (10) days prior to the deadline for submission of bids. The Purchaser shall forward copies of its response to all those who have purchased the Bidding Documents, including a description of the inquiry but without identifying its source. Should the Purchaser deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under ITB **Clause 8**.

8. Amendment of Bidding

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

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

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

Preparation of Bids

9. Cost of Bidding 9.1

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

- 10. Language of Bid**
- 10.1 The Bid, as well as all correspondence and documents relating to the Bid (including supporting documents and printed literature) exchanged by the Bidder and the Purchaser shall be written in English language.
- 11. Documents Comprising the Bid**
- 11.1 The Bid shall comprise the following:
- (a) Bid Submission Form and the applicable Price Schedules, in accordance with **ITB Clauses 12, 14, and 15;**
 - (b) Bid Security or Bid-Securing Declaration, accordance with ITB Clause 20;
 - (c) documentary evidence in accordance with ITB Clauses 18 and 29, that the Goods and Related Services conform to the Bidding Documents;
 - (d) documentary evidence in accordance with ITB Clause 18 establishing the Bidder's qualifications to perform the contract if its bid is accepted; and
 - (e) any other document required in the BDS.
- 12. Bid Submission Form and Price Schedules**
- 12.1 The Bidder shall submit the Bid Submission Form using the form furnished in Section IV, Bidding Forms. This form must be completed without any alterations to its format, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.
- 13. Alternative Bids**
- 13.1 Alternative bids shall not be considered.
- 14. Bid Prices and Discounts**
- 14.1 The Bidder shall indicate on the Price Schedule the unit prices and total bid prices of the goods it proposes to supply under the Contract.
- 14.2 Any discount offered against any single item in the price schedule shall be included in the unit price of the item. However, a Bidder wishes to offer discount as a lot the bidder may do so by indicating such amounts appropriately.
- 14.3 If so indicated in ITB Sub-Clause 1.1, bids are being invited for individual contracts (lots) or for any combination of

contracts (packages). Unless otherwise indicated in the **BDS**, prices quoted shall correspond to 100 % of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer any price reduction (discount) for the award of more than one Contract shall specify the applicable price reduction separately.

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

15. Currencies of Bid

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

16. Documents

Establishing the Eligibility of the Bidder

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

17. Documents

Establishing the Conformity of the Goods and Related Services

- 17.1 To establish the conformity of the Goods and Related Services to the Bidding Documents, the Bidder shall furnish as part of its Bid the documentary evidence that the Goods conform to the technical specifications and standards specified in Section V, Schedule of Requirements.
- 17.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description (given in Section V, Technical Specifications) of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related Services to the technical specification, and if applicable, a statement of deviations and exceptions to the provisions of the Schedule of Requirements.
- 17.3 The Bidder shall also furnish a list giving full particulars, including quantities, available sources and current prices of Spare parts, special tools, etc., necessary for the proper and continuing functioning of the Goods during the period if specified in the BDS following commencement of the use of the goods by the Purchaser.

18. Documents

Establishing the Qualifications of the Bidder

- 18.1 The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
- (a) A Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IV, Bidding Forms to demonstrate

that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods;

- (b) that, if **required in the BDS**, in case of a Bidder not doing business within Sri Lanka, the Bidder is or will be (if awarded the contract) represented by an Agent in Sri Lanka equipped and able to carry out the Supplier's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; and
- (c) that the Bidder meets each of the qualification criterion specified in Section III, Evaluation and Qualification Criteria.

19. Period of

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

19.2 In exceptional circumstances, prior to the expiration of the bid validity date, the Purchaser may request bidders to extend the period of validity of their bids. The request and the responses shall be made in writing. If a Bid Security is requested in accordance with ITB Clause 20, it shall also be extended for a corresponding period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder granting the request shall not be required or permitted to modify its bid.

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

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

- (a) at the bidder's option, be in the form of either a bank draft, a letter of credit, or a bank guarantee from a banking institution;
- (b) be issued by an institution acceptable to Purchaser. The acceptable institutes are published in the Department of Public Finance website, www.treasury.gov.lk.
- (c) be substantially in accordance with the form included in Section IV, Bidding Forms;

- (d) be payable promptly upon written demand by the Purchaser in case the conditions listed in ITB Clause 20.5 are invoked;
 - (e) be submitted in its original form; copies will not be accepted;
 - (f) remain valid for the period specified in the BDS.
- 20.3 Any bid not accompanied by a substantially responsive Bid Security or Bid Securing Declaration in accordance with ITB Sub-Clause 20.1 and 20.2, may be rejected by the Purchaser as non-responsive.
- 20.4 The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's furnishing of the Performance Security pursuant to ITB Clause 43.
- 20.5 The Bid Security may be forfeited or the Bid Securing Declaration executed:
- (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Submission Form, except as provided in ITB Sub Clause 19.2; or
 - (b) if a Bidder does not agreeing to correction of arithmetical errors in pursuant to ITB Sub-Clause 30.3
 - (c) if the successful Bidder fails to:
 - (i) sign the Contract in accordance with ITB Clause 42;
 - (ii) Furnish a Performance Security in accordance with ITB Clause 43.

21. Format and

Signing of Bid

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

- 21.2 The original and the Copy of the bid shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Bidder.
- 21.3 Any interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.

Submission and Opening of Bids

22. Submission, Sealing and Marking of Bids

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

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

22.2 The inner and outer envelopes shall:

- (a) Bear the name and address of the Bidder;
- (b) be addressed to the Purchaser in accordance with ITB Sub-Clause 23.1;
- (c) bear the specific identification of this bidding process as indicated in the BDS; and
- (d) Bear a warning not to open before the time and date for bid opening, in accordance with ITB Sub-Clause 26.1.

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



23. Deadline for Submission of Bids

- 23.1 Bids must be received by the Purchaser at the address and no later than the date and time **specified in the BDS.**
- 23.2 The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents in accordance with ITB Clause 8, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.

24. Late Bids

- 24.1 The Purchaser shall not consider any bid that arrives after the deadline for submission of bids, in accordance with ITB Clause **23**. Any bid received by the Purchaser after the deadline for submission of bids shall be declared late, rejected, and returned unopened to the Bidder.

25. Withdrawal, and Modification of Bids

- 25.1 A Bidder may withdraw, or modify its Bid after it has been submitted by sending a written notice in accordance with ITB Clause **22**, duly signed by an authorized representative, and shall include a copy of the authorization in accordance with ITB Sub-Clause **21.2**, (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the bid must accompany the respective written notice. All notices must be:
- (a) submitted in accordance with ITB Clauses **21 and 22** (except that withdrawal notices do not require copies), and in addition, the respective envelopes shall be clearly marked “WITHDRAWAL,” or “MODIFICATION;” and
 - (b) received by the Purchaser prior to the deadline prescribed for submission of bids, in accordance with ITB Clause **23**.
- 25.2 Bids requested to be withdrawn in accordance with ITB Sub-Clause **25.1** shall be returned to the Bidders only upon notification of contract award to the successful bidder in accordance with sub clause 41.1
- 25.3 No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the

expiration of the period of bid validity specified by the Bidder on the Bid Submission Form or any extension thereof.

26. Bid Opening

- 26.1 The Purchaser shall conduct the bid opening in public at the address, date and time **specified in the BDS.**
- 26.2 First, envelopes marked “WITHDRAWAL” shall be opened and read out and the envelope with the corresponding bid may be opened at the discretion of the Purchaser. No bid withdrawal shall be permitted unless the corresponding withdrawal notice contains a valid authorization to request the withdrawal and is read out at bid opening. Envelopes marked “MODIFICATION” shall be opened and read out with the corresponding Bid. No Bid modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Bid opening. Only envelopes that are opened and read out at Bid opening shall be considered further.
- 26.3 All other envelopes shall be opened one at a time, reading out: the name of the Bidder and whether there is a modification; the Bid Prices, including any discounts and alternative offers; the presence of a Bid Security or Bid-Securing Declaration, if required; and any other details as the Purchaser may consider appropriate. Only discounts and alternative offers read out at Bid opening shall be considered for evaluation. No Bid shall be rejected at Bid opening except for late bids, in accordance with ITB Subsection Clause 24.1.
- 26.4 The Purchaser shall prepare a record of the Bid opening that shall include, as a minimum: the name of the Bidder and whether there is a withdrawal, or modification; the Bid Price, per lot if applicable, including any discounts, and the presence or absence of a Bid Security or Bid-Securing Declaration. The bids that were opened shall be resealed in separate envelopes, promptly after the bid opening. The Bidders’ representatives who are present shall be requested to sign the attendance sheet. A copy of the record shall be distributed to all Bidders who submitted bids in time.



Evaluation and Comparison of Bids

- 27. Confidentiality**
- 27.1 Information relating to the examination, evaluation, comparison, and post-qualification (if applicable) of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.
- 27.2 Any effort by a Bidder to influence the Purchaser in the examination, evaluation, comparison, and post-qualification of the bids or contract award decisions may result in the rejection of its Bid.
- 27.3 Notwithstanding ITB Sub-Clause 27.2, if any Bidder wishes to contact the Purchaser on any matter related to the bidding process, from the time of bid opening to the time of Contract Award, it should do so in writing.

28. Clarification of Bids

- 28.1 To assist in the examination, evaluation, comparison and post-qualification of the bids, the Purchaser may, at its discretion, request any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered for purpose of evaluation. The Purchaser's request for clarification and the response shall be in writing. No change in the prices or substance of the Bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids, in accordance with ITB Clause 30.

29. Responsiveness of Bids

- 29.1 The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
- 29.2 A substantially responsive Bid is one that conforms to all the terms, conditions, and specifications of the Bidding Documents without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that:



- (a) affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
 - (b) limits in any substantial way, inconsistent with the Bidding Documents, the Purchaser's rights or the Bidder's obligations under the Contract; or
 - (c) if rectified would unfairly affect the competitive position of other bidders presenting substantially responsive bids.
- 29.3 If a bid is not substantially responsive to the Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation, or omission.

**30. Nonconformities,
Errors, and
Omissions**

- 30.1 Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.
- 30.2 Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.
- 30.3 Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following Basis :
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price in which case the line item total as quoted shall govern and the unit price shall be corrected;



- (b) if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 30.4 If the Bidder that submitted the lowest evaluated Bid does not accept the correction of errors, its Bid shall be disqualified and its Bid Security shall be forfeited or its Bid-Securing Declaration shall be executed.

**31. Preliminary
Examination of
Bids**

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

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

- (a) Bid Submission Form, in accordance with ITB Sub Clause 12.1;
- (b) Price Schedules, in accordance with ITB Sub-Clause 12;
- (d) Bid Security or Bid Securing Declaration, in accordance with ITB Clause 20.

**32. Examination
of Terms and
Conditions;
Technical
Evaluation**

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

- 32.2 The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with ITB Clause 17, to confirm that all requirements specified in Section V, Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.
- 32.3 If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with ITB Clause 29, the Purchaser shall reject the Bid.

33. Conversion to

Single Currency

- 33.1 If the bidders are allowed to quote in foreign currencies in accordance with sub clause 15.1, for evaluation and comparison purposes, the Purchaser shall convert all bid prices expressed in foreign currencies in to Sri Lanka Rupees using the selling rates prevailed 28 days prior to closing of bids as published by the Central Bank of Sri Lanka. If this date falls on a public holiday the earliest working day prior to the date shall be applicable.

34. Domestic

Preference

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

35. Evaluation

of Bids

- 35.1 The Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 35.2 To evaluate a Bid, the Purchaser shall only use all the factors, methodologies and criteria defined in this ITB Clause 35.
- 35.3 To evaluate a Bid, the Purchaser shall consider the following:
- (a) The Bid Price as quoted in accordance with clause 14;
 - (b) Price adjustment for correction of arithmetic errors in accordance with ITB Sub-Clause 30.3;

- (c) Price adjustment due to discounts offered in accordance with ITB Sub-Clause 14.2; and 14.3
- (d) Adjustments due to the application of the evaluation criteria specified in the BDS from amongst those set out in Section III, Evaluation and Qualification Criteria;
- (e) Adjustments due to the application of a domestic preference, in accordance with ITB Clause 34 if applicable.

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

35.5 If so specified in the BDS, these Bidding Documents shall allow Bidders to quote for one or more lots, and shall allow the Purchaser to award one or multiple lots to more than one Bidder. The methodology of evaluation to determine the lowest-evaluated lot combinations is specified in Section III, Evaluation and Qualification Criteria.

36. Comparison of Bids

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

37. Post-qualification of the Bidder

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

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

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

**38. Purchaser's
Right to Accept
Any Bid, and to
Reject Any or
All Bids**

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

Award of Contract

39. Award Criteria

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

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

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

**41. Notification of
Award**

- 41.1 Prior to the expiration of the period of bid validity, the Purchaser shall notify the successful Bidder, in writing, that its Bid has been accepted.
- 41.2 Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
- 41.3 Upon the successful Bidder's furnishing of the signed Contract Form and performance security pursuant to ITB



Clause 43, the Purchaser will promptly notify each unsuccessful Bidder and will discharge its bid security, pursuant to ITB Clause 20.4.

**42. Signing of
Contract**


42.1 Within Seven (7) days after notification, the Purchaser shall complete the Agreement, and inform the successful Bidder to sign it.

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

**43. Performance
Security**

43.1 Within fourteen (14) days of the receipt of notification of award from the Purchaser, the successful Bidder, if required, shall furnish the Performance Security in accordance with the CC, using for that purpose the Performance Security Form included in Section VIII Contract forms. The Employer shall promptly notify the name of the winning Bidder to each unsuccessful Bidder and discharge the Bid Securities of the unsuccessful bidders pursuant to ITB Sub-Clause 20.4.

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



Section II. Bidding Data Sheet (BDS)

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

ITB Clause Reference	A. General
ITB 1.1	The Purchaser is: KAHATAGAHA GRAPHITE LANKA LTD,
ITB 1.1	Name of the Procurement: Manufacture, Supply, Install and Commissioning of Brand New 1 TPH Froth Flotation Plant Identification number of the Procurement : SL/KGLL/FPL/2023/01
ITB 2.1	The Source of funds are Government of Sri Lanka and Kahatagaha Graphite Lanka Ltd
ITB 4.1	The principle or manufacture through the local agent or local agent on behalf of the manufacturer with the authorization is eligible to bid
ITB 4.4	Foreign Bidders are allowed to participate in bidding
	B. Contents of Bidding Documents
ITB 7.1	For Clarification of bid purposes only, the Purchaser's address is: Attention: Chairman (Procurement committee) Address: Kahatagaha Graphite Lanka LTD, No.561/3, Elwitigala Mawatha, Narahenpita,Colombo - 05, Sri Lanka. City: Colombo Country : Sri Lanka Telephone : 094-11-2368736 Facsimile number: 094-11-2058062 Electronic mail address : kgll@slt.net.lk



	C. Preparation of Bids
ITB 10.1	The language of the bid is: “English”
ITB 11.1(e)	<p>The Bidder Shall submit the following additional documents</p> <ul style="list-style-type: none"> ❖ Clientele ❖ Number of Plants Supply, Delivery, Installation & commissioning in Sri Lanka/Overseas. ❖ Broachers ❖ Manufacturer’s Authorization ❖ Technical capabilities Proof ❖ Business Registration Certificate ❖ Country of Origin
ITB 13.1	Alternative Bids “shall not be” considered.
ITB 14	The Incoterms edition is: “Inco terms 2012”
ITB 14.1	<p>The price shall be “CIF” to COLOMBO, Sri Lanka. Local Transportation, Installations & commissioning charges shall be Quoted separately either in US\$ or LKR . The price quoted by the bidder is fixed.</p> <p>The statutory payments such as Duty, Taxes are reimbursed or Directly paid by Kahatagaha Graphite Lanka Ltd on actual.</p>
ITB 14.4(iii)	<p>“Final destination (Project Site)”: KAHATAGAHA GRAPHITE LANKA LTD, Mines site, Maduragoda, Sri Lanka. (Approximate 135 Km from Colombo Port)</p>
ITB 15.1	The Bidder shall quote the prices in US \$.
ITB 17.3	Period of time the Goods are expected to be functioning (for the purpose of spare parts): will be 10 years
ITB 18.1 (a)	Manufacturer’s authorization is: Required
ITB 18.1 (b)	After sales service is: Required
ITB 19.1	The bid should be valid up to 30/08/2021.
ITB 20.1	<p>Bid shall include a Bid Security issued by a International recognized bank and Confirm by a Sri Lankan bank, approved by Central Bank of Sri Lanka, OR Bid security obtain from a Sri Lankan Bank approved by the Central Bank of Sri Lanka.</p> <p>Foreign Bidders are encouraged to use corresponding bank in Sri Lanka. Bid Security Declaration Not applicable.</p>

ITB 20.2	The Amount of Bid Security either US\$ 1000/- or LKR 328,550/-
ITB 21.1	In addition to the original of the bid, the number of copies is: 2
D. Submission and Opening of Bids	
ITB 22.1 (a)	<i>Bidders shall not have the option of submitting their bids electronically.</i>
ITB 22.2 (c)	<p>The inner and outer envelopes shall bear the following additional identification marks:</p> <p>“Manufacture, Supply, Install & Commissioning of 1 T/hour Brand New Froth Flotation Plant- SL/KGLL/FPL/2023/01”</p>
ITB 23.1	<p>For bid submission purposes, the Purchaser’s address is:</p> <p>Attention:- Chairman (Procurement Committee)</p> <p>Address :- Kahatagaha Graphite Lanka LTD</p> <p style="padding-left: 40px;">No561/3, Elvitigala Mawatha</p> <p style="padding-left: 40px;">Narahenpita, Colombo - 05.</p> <p style="padding-left: 40px;">City: Colombo</p> <p style="padding-left: 40px;">Country : Sri Lanka</p>
ITB 26.1	<p>The deadline for the submission of bids is</p> <p>Date 07/06/2023</p> <p>Time: - 2.00 p.m.</p> <p>The bid opening shall take place at :</p> <p>Address: Board Room,</p> <p style="padding-left: 40px;">Kahatagaha Graphite Lanka LTD</p> <p style="padding-left: 40px;">No561/3, Elvitigala Mawatha</p> <p style="padding-left: 40px;">Colombo 05, Sri Lanka.</p> <p style="padding-left: 40px;">Date: 07/06/2023</p> <p style="padding-left: 40px;">Time : 2.00 pm.</p>

	E. Evaluation and Comparison of Bids
ITB 33.1	Bid price expressed in US\$ shall be converted into LKR, The source of exchange rate shall be: 28 days prior to the date of closing of bids
ITB 35.3	<p>The Bid will be evaluated considering following factors</p> <ul style="list-style-type: none"> ❖ the cost of major replacement components, mandatory spare parts, and service: ❖ the availability of spare parts in the Purchaser's Country and after-sales services technical support for the equipment offered in the bid ❖ the performance and efficiency of the equipment offered; ❖ separate warranty certificate should be provided for the item purchase from reputed manufacturer's by the supplier (i.e.- Ball Mill, Vertical Mill, Cells, Centrifuge, pumps, motors/etc.) ❖ Number of Plants supplied installed and commission by the firm Within last 03 years. (at least minimum one plant should be Successfully installed to qualify within the last 3 years.)
ITB 35.4	<p>The following factors & methodology will be used for evaluation:</p> <ul style="list-style-type: none"> ❖ Cost of the Plant ❖ Availability of Spare parts ❖ Number of Plants Sold in locally and overseas within last 5 years ❖ Delivery period within Supply, delivery, Installation and commissioning ❖ Compliance to Technical specification ❖ Arithmetic errors ❖ Omission ❖ Technical & Financial capabilities ❖ Category Machine & parts ❖ Business registration Certificate
ITB 35.5	The Bidder shall quote total cost applicable to manufacture, supply, Install & Commissioning to Kahatagaha Graphite Lanka LTD.



Section III. Evaluation and Qualification Criteria

This Section complements the Instructions to Bidders. It contains the criteria that the Purchaser may use to evaluate a bid and determine whether a Bidder has the required qualifications. No other criteria shall be used.

1. Evaluation Criteria

- a. The Goods specified in the list of the Goods are required to be delivered within the acceptable time range.
- b. The Following factors and methodology will be used to evaluate the Bids.
 - Complains to given specifications
 - Cost of the items
 - Credibility of the company
 - Eligibility of the supplier
 - Acceptable Bid security
 - Submission of signed form of bids
 - Additional Documents
 - Technical & Financial capabilities
 - Arithmetical errors
 - Omissions
 - Number of machinery sold in Sri Lanka/Overseas and number of years operating such machines
 - Category of Machine & Parts

2. Post qualification Requirements (ITB 37.2)

Technical & Financial capabilities to undertake the manufacture, supply, install and commissioning of the brand new 1TPH froth flotation plant .

Durability and efficiency of the machine installed in the past.

Providing training of the local staff and after sale service facilities and technical assistance.

Under taking of arranging responsibilities of supply of the units such as Ball mill, Centrifuge, Pumps etc. in case of any emergency requirements.



Section IV. Bidding Forms

Table of Forms

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FORM A

Bid Submission Form

[The purchaser is required to fill the information marked as '' and delete this note prior to selling of the bidding documents.]*

Date: *[insert date (as day, month and year) of Bid Submission]*
No: **SL/ SL/KGLL/FPL/2023/01**

To: - Chairman (Procurement Committee)
No.561/3,
Elvitigala Mawatha,
Narahenpita,
Colombo-05,
Sri Lanka

- (a) We have examined and have no reservations to the Bidding Documents, including Addenda No.: *[insert the number and issuing date of each Addenda]*
- (b) We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services **Supply, Installation & Commissioning of. 1 TPH Froth Flotation Plant**
- (c) The total price of our Bid, without VAT, including any discounts offered is: *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (d) The total price of our Bid including VAT, and any discount offered is *[insert the total bid price in words and figures, indicating the various amounts and the respective currencies];*
- (e) Our bid shall be valid for the period of time specified in ITB Sub-Clause **19.1**, from the date fixed for the bid submission deadline in accordance with ITB Sub-Clause **23.1**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period;



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

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

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

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

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

Dated on _____ day of _____, _____ [insert date of signing]



Price Schedule:

FORM B-1

Serial No	Item Description	Quantity	MOC (Material of Construction in par with total specification)	Make	Capacity – Range <u>1 TPH Froth Flotation Plant</u>	Total Power of the Plant (HP/Kw)	Total Value of the Plant (US\$)
A	Design , manufacture ,supply <u>1 TPH capacity Froth Flotation Plant</u> (state the Price in US \$ CIF Colombo.)						
B	Total Plant Transportation cost to Site of Installation at Kahatagaha Graphite. The Site is located approx 140 km from Port of Colombo (This fee will be local expense and can have in LKR or can indicate in US\$ as well)						
C	Cost of Installation (This fee will be local expense and can have in LKR or can indicate in US\$ as well)						
D	Commissioning the plant and run for 02 weeks and train Local staff enabling them to carry out smooth operation.						
F	Inspection of Components prior to shipping at manufacturing Country (three persons on behalf of purchaser will visit to supplier's site and the cost includes transport/airfare/food and accommodation and stipends as per the circular XXXX.						
	Total						

FORM B2 – PRICE SCHEDULE IN DETAIL

(In addition to above TOTAL PRICE Bidder must provide all Major Component Prices of the plant in US\$ in the format given below, The items which are not specified below should be indicated under the miscellaneous items -G)

Serial No	Item description	Qty	MOC	Make	Capacity	Power (kW)	Rate(USD)	Total Amount(USD)
A	<u>FEEDING SYSTEM</u>							
1	Crusher	01	C.I/Carbon Steel	Reliable Brand	2 TPH	5-7.5, 3phase expected		
2	O/H Travelling hoist	01	As per Manufacturer	Reliable Brand	1-2 MT	As Required		
3	Feeding Silo	01	MS pyramidal silo	In house built	1-3MT /1-2 M ³	-		
4	Rotary valve with Turntable to feed the Ball mill	01	MS& C.I Chrome plated	Reliable brand	< 1TPH	0.5 kW or suitability		
	SUB TOTAL(A)							

B	<u>GRINDING SYSTEM</u>							
1	Ball Mill	01	Rolled MS drum and Cast-Steel End covers /Steel balls	Reliable brand	0.6 TPH L-2-2.5m Diameter 1-1.25m	22 kW, 3 phase or suitability		
2	Spiral Classifier	01	MS body & C.I.spirals	Reliable brand	1 TPH	2.2 kW, 3 phase or suitability		
3	Vertical Mills	02	M.S or SS304 body/ rubber	Reliable brand	0.6 TPH	22 kW/3 Phase		

			impellers ceramic pebbles.			or suitability		
4	Slurry Pumps	03	C.I wear resist impellers & housing	Reliable brand	10,000 gph	3-4 kW, 3 phase		
	SUB TOTAL(B)							

C	<u>FLOTATION CELLS</u>							
1	Flotation Cells (Rectangular box type)	03 twin cells	M.S/C.I	Reliable brand	500-600 litre	5.5 kW including scraper		
	SUB TOTAL(C)							
D	<u>DEWATERING UNIT</u>							
1	Lifting Bag type Centrifuge	01	As Required	Reliable brand	0.6 TPH	As Required		
	SUB TOTAL(D)							

E	<u>DRYING</u>							
1	Screw conveyer with feeding hopper	01	SS 304/316	Reliable brand	0.6 TPH	As Required		
2	HOT plate Dryer	01	MS/Fire Bricks	In house built	Floor area around 60ft ²	-		
	SUB TOTAL(E)							



F	<u>OTHER INFRASTRUCTURE REQUIREMENTS</u>							
1	Settling Tanks	03	PVC/ Concrete	Locally found	As Required	-		
2	Bore hole pumps	02	Ss394/C.I.	Reliable brand	20,000 lit/h	5.5-7.5 kW		
3	Portable Air Compressor	01	As Required	Reliable brand	250 CFM	As Required		
4	Electric hoists	02	As Required	Reliable brand	1.5 MT	As Required		
5	Dosing Pumps	02	As Required	Reliable brand	Adequate	As Required		
	SUB TOTAL(F)							
G	<u>OTHER COSTS. & Miscellaneous costs not covered above</u>							
1	Inspection cost prior to shipping from manufacture country							
2	Delivery cost							
3	Installation & commissioning							
4	Trial Run 2 weeks							
5	Estimated cost for running spares for 2 years(attach list of spares)							
	SUB TOTAL other costs							
	TOTAL VALUE	Total value of form B2(USD) = <u>(A+B+C+D+E+F+G)</u>						



Form C

Bid Guarantee

[This bank guarantee form shall be filled in accordance with the instructions indicate in brackets.]

_____ [insert issuing agency's name, and address of issuing branch or office]

Beneficiary: Kahatagaha Graphite Lanka Ltd, No 561/3 Elvitigala Mawatha,
Colombo 05, Sri Lanka

Date: _____ (insert (by issuing agency) date)

BID GUARANTEE No.: _____ (insert (by issuing agency) date)

We have been informed that [(insert (by issuing agency)) name of the bidder if a joint venture, list of complete legal name of partners (hereinafter called "the Bidder")] has submitted to you its bid dated (insert (by issuing agency) date) (hereinafter called "the Bid") for the supply of [insert the name of supplier] under Invitation for Bids No. [IFB number] ("The IFB").

Furthermore, we understand that, according to your conditions, bids must be supported by a bid guarantee.

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

- (a) has withdrawn its Bid during the period of bid validity specified or
- (b) Does not accept the correction of errors in accordance with the instructions.
- (c) Having been notified of the acceptance of its Bid by the Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form; or (ii) fails or refuses to furnish the performance security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the contract signed by the Bidder and the performance security issued to by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) our receipt of a copy of your notification to the Bidder that the bidder was successful; or otherwise it will remain in force up to (Insert Date)

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date... (Signature(s) of authorized representatives(s))



Form D

Manufacturer's Authorization

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

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

No.: SL/KGLL/FPL/2023/01

To: Chairman (Procurement Committee)
Kahatagaha Graphite Lanka LTD,
No 561/3 Elvitigala Mawatha,
Colombo 05,
Sri Lanka

WHEREAS

We *[insert complete name of Manufacturer]*, who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*, do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the Conditions of Contract, with respect to the Goods offered by the above firm.

Signed: *[insert signature(s) of authorized representative(s) of the Manufacturer]*

Name: *[insert complete name(s) of authorized representative(s) of the Manufacturer]*

Title: *[insert title]*

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



Form E

Bidder's Company Information

To facilitate the evaluation and award process, please provide the following information about your company. This information is also required of all subcontractors included in your proposal. If an item is not applicable to your organization, please put "N/A" on the blank(s) provided. Do not leave items unanswered.

CONTACT INFORMATION	
Company Name: Address :	Company Representative Name: Title: Phone No: Fax No: E mail Address:
City: Zip Code: Country : Web Page URL;	Company Technical Representative Name: Title: Phone No: Fax No: E mail Address:
COMPANY PROFILE	
Type of Organization; a) Government Entity b) Private Company c) Others.....	Business Registration No.
√ mark which is appropriate	Date of Incorporation :
Note: Attached a copy of Company Profile	



Form F
References and Past Performance

A.

List 3 current and or former clients whom your firm has provided similar equipment or service.

1. Name and Location of Project:

Contract Amount: _____

Percent Complete: _____

Projected Completion Date: _____

Description of Services/Goods Provided:

Owner Reference Contact:

Name

Address

Telephone No

2: Name and Location of Project:

Contract Amount: _____

Percent Complete: _____

Projected Completion Date: _____

Description of Services/Goods Provided:



Owner Reference Contact:

Name

Address

Telephone No

3. Name and Location of Project:

Contract Amount: _____

Percent Complete: _____

Projected Completion Date: _____

Description of Services/Goods Provided:

Owner Reference Contact:

Name

Address

Telephone No



B.

Provide the following information on the current work portfolio of your company

1. Total number and dollar amount of contracts currently in progress:

Number _____ US\$ _____

2. Largest single contract amount currently in-progress: US\$ _____

Project Name: _____

Project Completion Date: _____

3. Volume of work completed over 03 years:

2023 _____ US\$ _____

2024 _____ US\$ _____

2025 _____ US\$ _____



Form G: List of Goods and Delivery and Commissioning Schedule

Line Item No	Description of Goods	Qty	Physical One Unit	Final(Destination as specified in BDS(Project Site)	Delivery (as per inco term) Date		
					Delivery Date	Bidder's Delivery Date(To be Provide by the Bidder)	Remarks(if any)
	Manufacture, Supply, Delivery Brand New 01 T/hour Froth flotation Plant	01	Nos	Kahatagaha Graphite Lanka Ltd, Maduragoda, Sri Lanka.	Within 100 days from the date of Purchase Order		
	Installation Complete Plant			At Sri Lanka	Complete with 95 days		
	Trial Runs			At Sri Lanka	Complete within 25 days		



Form H

Proposed Bidding Checklist

Bidders are request to complete the check list in respect of your bid.

Please tick the appropriate box

Does your proposal include the following?

Form A - Bid Submission Form	<input type="checkbox"/>
Form B1 - Price schedule	<input type="checkbox"/>
Form B2 – Price Schedule in Detail	<input type="checkbox"/>
Form C -Bid Guarantee	<input type="checkbox"/>
Form D - Manufacturer's Authorization	<input type="checkbox"/>
Form E - Bidder's Company Information	<input type="checkbox"/>
Form F - References and Past Performance	<input type="checkbox"/>
Form G - List of Goods and Delivery and Commissioning Schedule	<input type="checkbox"/>
Form H - Proposal Checklist	<input type="checkbox"/>

Please provide following information with bid

- i. Manufacturer and models of all components (Brand, model Etc)
- ii. Mass Balance Diagram
- iii. List, Specifications of Equipment and those Drawings of Fabricated Equipment. Iv.GA of the Plant
- v. Specifications of the Final Product
- vi. Utility Requirements
- Vii. Building & Structural Requirements
- viii. List of deviations from the specifications mentioned in the document (as special note for the bidder)
- ix. Supports required at site for installation
- x. Items and their quantities needed for commissioning and operation of Plant but not included in the scope of supply
- xi. List of Lab Equipment
- xii. List of Spares for 2 years operation



Section V. Schedule of Requirements

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1.0 TECHNICAL SPECIFICATIONS

Scope -: Manufacturing, Supply, Install & Commissioning of (10MT per Day or Close) froth flotation plant to Kahatagaha Graphite Lanka Ltd, Maduragoda, Dodangaslanda, Sri Lanka.

NO	ITEM	QTY	MOC	MAKE	CAPACITY	POWER expect kw	TECHNICAL SPEC
A	<u>FEEDING SYSTEM</u>						
1	Crusher	01	C.I/ Carbon steel	Reliable brand	2TPH	5 - 7.5 kW, 3 phase	O/P particle size 10-40 mm Inside size 200X350
2	O/H Travelling hoist	01	As per manufactur ^{ur}	Reliable brand	1-2 MT	As Required	Lifting height 1- 5m
3	Feeding Silo	01	MS	In house built	1-3MT/ 1-2 M ³	-	1x1x2m pyramidal silo
4	Rotary valve with Turntable to feed the Ball mill	01	MS& C.I Chrome plated	Reliable brand	< 1TPH	0.5 kW or suitability	Feeding rate should be adjustable
B	<u>GRINDING SYSTEM</u>						
1	Ball Mill	01	Rolled MS drum and Cast-Steel End covers	Reliable brand	0.6 TPH L-2-2.5m Diameter 1-1.25m	22 kW, 3 phase or suitability	Steel balls and Cast iron or rubber liners preferable
2	Spiral Classifier	01	MS/ C.I.spirals	Reliable brand	1 TPH	2.2 kW, 3 phase or suitability	500mm diameter, variable speed , 3.5-4 m long, spiral inclination to be adjust
1. 3	Vertical Mills	02	M.S or Stainless body/ rubber impellers	Reliable brand	0.6 TPH	22 kW/3 Phase or suitability	Ceramic pebbles/200- 300 rpm
4	Slurry Pumps	03	C.I.	Reliable brand	10,000 gph	3-4 kW, 3 phase	Wear resist impellers and housing
C	<u>FLOTATION CELLS</u>						
1. 1	Flotation Cells (Rectangular box type)	03 Twin cells	M.S/C.I	Reliable brand	500-600 litre	5.5 kW including scraper	3 twin units to make up 6 cells total. 300-900rpm
D	<u>DEWATERING UNIT</u>						
1	Lifting Bag type Centrifuge	1	As Required	Reliable brand	0.6 TPH	As Required	Batch wise centrifuge 8% moisture product out.


E DRYING							
1	Screw conveyer with feeding hopper	1	SS 304/316	Reliable brand	0.6 TPH	As Required	Length to be decided with floor area available.
2	HOT plate Dryer	01	MS/Fire Bricks	In house built	Floor area around 60ft ²	As Required	Prefer fire wood final product with 0.2% Moisture
F Other infrastructure Requirements							
1	Settling tanks	03	PVC/Concrete	Locally found	As Required	-	10,000-20,000lit
2	Bore hole pumps	02	Stainless/C.I.	Reputed brand	20,000 lit/h	5.5-7.5Kw	Found in local market
3	Portable Air Compressor	1	As Required	Reputed brand	250 CFM	As Required	250 CFM@10 bar pressure
4	Electric hoists	2	As Required	Reliable brand	1.5 Mt	As Required	With traveling cart
5	Dosing Pump	2	As Required	Reliable brand	Adequate	As Required	Suitability

1. Tailing stream to be manipulated with settling tanks organized with concrete cylinders which can be found in local market. Sizes of the tanks to be decided with the tailing flow out from the plant. (Out let from the settling tank could be recycled to the process vice versa).

2. Water supply to the flotation plant can be taken from existing wells through a borehole pump and a storage tank needed to build near feeding area.

3. Compressed air requirement will be decided on the process requirements of the decisive plant machinery which are suitably arranged with the suppliers. Base on that we may have to purchase and install a new air compressor (Suggest around 250cfm)

- ❖ Apart from the above major machinery there will be requirements to arrange infrastructure facilities likely elevated roofing, cut and build trenches for gravity feeding and so on.
- ❖ Those projects may incur unplanned expenses and have to bear it up with timely functions.



Detailed Specification of the Plant and Equipment

For 1 T/hour froth flotation Plant - Mechanical Type

A.FEEDING SYSTEM - Process/Feed ROM material to the plant with required sizes and quantities

1 CRUSHER

MOC : -Cast iron and carbon steel
Raw product outlet : 10-20mm
Maximum feed size : 250mm
Capacity : 2TPH
Motor : 5.5-7.5kW/3 Phase

Essential to have spare parts and reliable after sales service

2 OVERHEAD TRAVELLING HOIST

Lifting Capacity : 1-2MT
Lift Height : 1-5m

This is to handle crusher out material to feeding silo

3 BALL MILL FEED SILO

Store the material and feeding the system through rotary valve control

MOC : M.S
Capacity : 1-3 MT or 1.2m³
Shape : pyramidal

Approximately length 1m, breadth 1m& height 2m ergonomically designed

4. ROTARY VALVE WITH TURNTABLE

MOC : C.I body and chrome plated Chrome steel blades

M.S turntable comprising variable speed control

Motor : 0.37 – 0.5kW /single
Through capacity : 1TPH
Speed variation : 4-22rpm

Continuous discharge of material to the system from storage silo

B.GRINDING SYSTEM

1. BALL MILL

MOC	:	-	steel ball /cast iron or rubber liners /rolled steel cylinder/cast steel end covers
Capacity	:	-	0.6 TPH
Motor	:	-	22 kw /3 Phase
Max ball load	:	-	1.66 MT
Overall size	:	-	Length 2-2.5m Diameter 1-1.25m

Material comes in and smashed by steel ball falling along the feeding and discharge end to process wet raw material as the main grinding activity

2 SPIRAL CLASSIFIER

MOC	:	-	M.S body /C.I spiral
Capacity	:	-	1 TPH overflow& around 1.5mt/h sand return
Motor	:	-	2.2 kW /3 Ø
RPM	:	-	7.7 variable
Spiral diameter	:	-	0.5m
Length	:	-	3.5m – 4m

Slope of water tank 14- 20 degrees adjustable

Classification of wet material to sort out to feed in to flotation process

3 VERTICAL MILL

MOC	:	-	steel housing and rubberized impellers on Bright steel main shaft
Capacity	:	-	0.6 TPH
Motor	:	-	22kW/3 Ø or suitable power to accommodate the required capacity
Volume	:	-	0.65m ³

Used to grind material further in to micron size using ceramic pebbles in side and carry out to flotation cell

4. SLURRY PUMPS

MOC :-Cast iron and wear resist rubberized impeller
Motor : - 3-4 kW/3 Ø
Capacity : - 10,000 gallons/h

Pumping slurry in to vertical mill and recycling cells

C.FROTH FLOTATION CELLS

1. THREE TWIN FLOTATION CELLS.

MOC : - M.S tank with cast iron impeller housing
Capacity : - 0.5 – 0.6 m³
RPM : - 300-900
Motor : - 5.5kW motor power inclusive of scraper mechanism

Sets of (2 cells attached aside each other) twin cell comprising 6 cells for rougher, scavenging and cleaner

Cells are in operation to separate graphite from impurities and manufacture pure high carbon froth of graphite developing as a powder.

D.DEWATERING UNIT/DRYING

1. LIFTING BAG CENTRIFUGE

This machine uses wet material to remove water from it and process to further drying process at the hot plate dryer.

MOC :-As manufacturer's specifications
Capacity:-0.6 TPH

Motor as required to process above capacity

Batch wise production maximized to 8% moisture level feeding in to hot plate dryer

2. SCREW CONVEYER

MOC: - SS304 screw with feeding hopper
Capacity: - 0.6 TPH adjustable
Length: - To be decided with floor area available or as required.
Conveys material from Crusher to the Ball mill

3. BELT CONVEYER

MOC: - Canvas rubber belt with steel framework.

Capacity: - 1 TPH

Length: - 10-15 m

Conveys material from the Centrifuge to Hot plate dryer

4. HOT PLATE DRYER

MOC: - 12-19 mm thick fire plates with burner area enclosed with fire bricks

Drying area: - around 60 ft²

Final product should be having moisture level of 2%



Special Note for the Bidders:

Bidder can modify the specification with explanation to do so to achieve final output graphite 1.0 MT per hour as well as to have most cost effective and for highest performance of the plant.

In addition bidder must inspect the entire construction is in par with the set General Plan and agreed to implement prior to delivery of the plant and all components to the site.

B. Additional Information Required:

- i. Manufacturer and models of all components (Brand, model etc.)
- ii. Mass Balance Diagram
- iii. List, Specifications of Equipment and Drawings of Fabricated Equipment.
- iv. GA of the Plant
- v. Specifications of the Final Product
- vi. Utility Requirements
- vii. Building & Structural Requirements
- viii. List of deviations from the specifications mentioned in the document (as special note for the bidder)
- ix. Supports required at site for installation
Items and their quantities needed for commissioning and operation of Plant but not included in the scope of supply
- xi. List of Lab Equipment
- xii. List of Spares for 2 years operation
- xiii Certificate of the Stainless Steel (316/304) used in the plant

Purchaser's Responsibility for Plant Installation and Commissioning;

- a).Supply of feed (Raw Graphite) at the Hopper of Plant.
- b).Raw water to be made available at various points in the plant.
- c).Three phase power to be provided at the MCC.
- d).All civil works and foundations. (Bidder must inspect the construction setting particularly bases of main plants to be installed)
- e).All MS supports, ladders, catwalks and other structural components.
- f). All Oil, Grease & Fluids, including Thermic fluid, Centrifuge hydraulic oil tc.
- g).All cables & earthling works up to the main Panel Input power supply 200 kVA
- h).All Heater related civil work and diesel /firewood storage tank /works for the Thermic Fluid Heater.



Utility Consumption (projected)

Raw Graphite	(Graphite+rockwaste) 1 TPH
Purity of Final Product	98-99%
Fuel	Fire wood
Power	75 kW
Froth Agent	

Civil Works Requirements (In General arrangement Drawing can specify)

Plant Building	
Ware House	
Admin Block	As required
Packing Material Store	
Spares Store	
Laboratory	
Settling Ponds	
Feed Hopper	
Security Cabin	
Boundary Wall	

Manpower Requirement 10 Persons (Projected)



Specification of Raw Graphite (Input Raw material)

Note:

The plant should be able to handle the raw graphite (raw material) with the following specification and to produce the finished product with the below specifications.

Grade Specification of Raw Graphite, before Processing

RAW GRAPHITE	AVERAGE COMPOSITION OF FEED MATERIAL		
	Moisture Content	Carbon %	ASH content
FEED MATERIAL	0.67	93.2	Silica as SiO ₂ % 3.35 Iron as Fe ₂ O ₃ % 1.60 Potassium as K ₂ O % 0.13 Sodium as Na ₂ O% 0.07 Calcium as CaO% 0.25 Magnesium as MgO% 0.09 Copper as Cu mg/kg 51 Phosphorous as P ₂ O ₅ % 0.01

Finished Product (FLOATED GRAPHITE)

Floated Graphite analysis should be as follows:

Constituents	Contents % (w/w)
Moisture	0.11
Volatiles	0.13
Carbon	98.14
Ash	1.73
Ash Analysis	
Silicon as SiO ₂	0.99
Total Iron as Fe ₂ O ₃	0.45
Aluminum as Al ₂ O ₃	0.08
Potassium as K ₂ O	0.01
Sodium as Na ₂ O	0.02
Calcium as CaO	0.12
Magnesium as MgO	0.05
Manganese as MnO	traces
Phosphorus P ₂ O ₅	n.d.
Titanium as TiO ₂	traces

2. Drawings

I. These Bidding Documents does not includes drawings

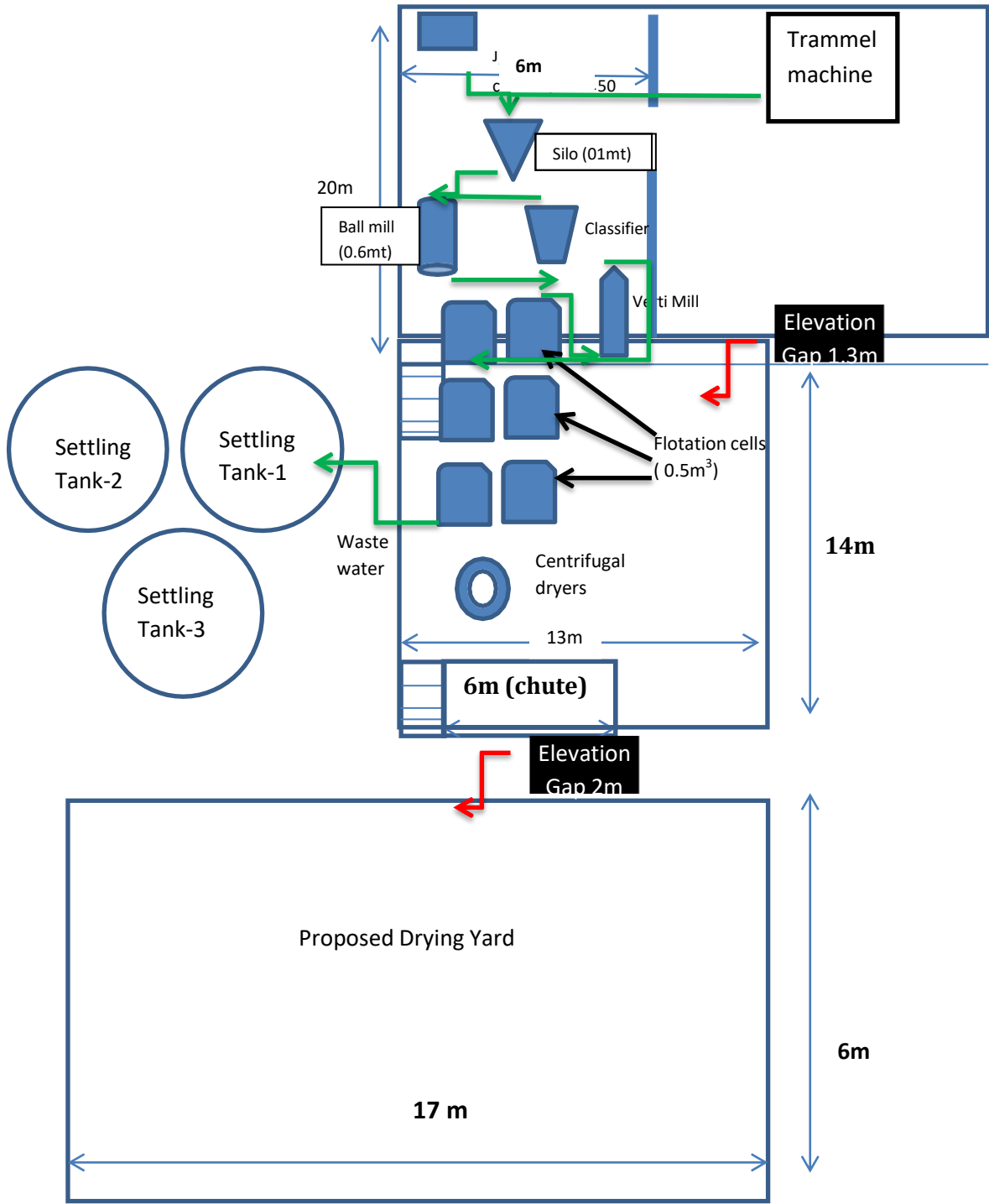
ii. The bidders are requested to submit the detailed drawings of the plant with details of component as describe below.

- (a) List of Machinery
- (b) Technical Specification and measurements of all the Machinery and component drawings
- (c) General arrangement of total factory drawing
- (d) Overall arrangement of machinery and drawings of total plant
- (e) Plinth area of the site

Note: the Graphite plant already has established a building with the total floor area around 400 m² and height 11'. That can be included as a part of the factory drawing.
The general map is as below'



Proposed Layout.



3. Inspection and Tests

Inspection will be carried out by Purchaser's Technical Representative (s) during Fabrications, Installation at the site and during trial runs of the same.

Stage I

While fabrication of the plant and component units at Manufacturing Country before shipment of all goods

Bidder has to bear the air tickets/accommodation/internal transport for 3 persons

After delivery of plant and machinery to the site a team of expert appointed by Kahatagaha Graphite Lanka LTD. will inspect those items to ensure the delivered plant and machinery in accordance with the specifications of the bid.

Stage II

During the trial run operation of the plant at the site (Mine at Maduragoda in Kurunegala District)
Plant output rate shall be 1 metric ton per hour will be assessed and checked to verify the following

- | | |
|---|--|
| a).Overall Power Consumption of the Plant | :not to exceed 75 kW /MT of Finished Product |
| b) Fresh water | : Not to exceed 125 Lts/MT of Finish Product |
| d).Iodizing Agent (Potassium Iodate) | :Not to exceed 40 ppm |
| e)Free Flow Anticaking agent | :0.2 o 0.4% of Finish Product |
| f).Manpower Requirement- direct | :Not to exceed 10 Persons (exclude bagging) |



Section VI. Conditions of Contract

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Section VI. Conditions of Contract

1. Definitions

- 1.1 The following words and expressions shall have the meanings hereby assigned to them:
- (a) “Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
 - (b) “Contract Documents” means the documents listed in the Contract Agreement, including any amendments hereto.
 - (c) “Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract
 - (d) “Day” means calendar day.
 - (e) “Completion” means the fulfillment of the supply of Goods to the destination specified and completion of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
 - (f) “CC” means the Conditions of Contract.
 - (g) “Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
 - (h) “Purchaser” means the entity purchasing the Goods and Related Services, as specified in the Contract Data.
 - (i) “Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
 - (j) “Subcontractor” means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the



Related Services is subcontracted by the Supplier. Section VI
General Conditions of Contract 51

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

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

2. Contract

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

3. Fraud and

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

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

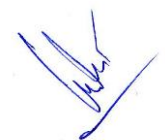
(ii) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract;

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

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



- 4. Interpretation**
- 4.1 If the context so requires it, singular means plural and vice versa
- 4.2 Entire Agreement
- The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether Section VII. General Conditions of Contract written or oral) of the parties with respect thereto made prior to the date of Contract.
- 4.3 Amendment
- No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.
- 4.4 Severability
- If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
- 5. Language**
- 5.2 the Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
- 6. Joint Venture, Consortium or Association**
- 6.1 If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
- 7. Eligibility**
- 7.1 All goods supplied under this contract shall be complied with applicable standards stipulated by the Sri Lanka Standards Institute. In the absence of such standards, the Goods supplied shall be complied to other internationally accepted standards, such as British Standards.



- 8. Notices**
- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the Contract Data. The term “in writing” means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
- 9. Governing Law**
- 9.1 the Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.
- 10. Settlement of Disputes**
- 10.1 The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 10.2 If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995.
- 10.3 Notwithstanding any reference to arbitration herein,
- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The Purchaser shall pay the Supplier any monies due the Supplier.
- 11. Scope of Supply**
- 11.1 The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.



12. Delivery and Documents	12.1	Subject to CC Sub-Clause 32.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. Where applicable the details of shipping and other documents to be furnished by the Supplier are specified in the Contract Data.
13. Supplier's Responsibilities	13.1	The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with CC Clause 11, and the Delivery and Completion Schedule, as per CC Clause 12.
14. Contract Price	14.1	Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not 54 Section VII. General Conditions of Contract vary from the prices quoted by the Supplier in its bid.
15. Terms of Payment	15.1	The Contract Price, shall be paid as specified in the Contract Data.
	15.2	The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to CC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
	15.3	Payments shall be made promptly by the Purchaser, but in no case later than twenty eight (28) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it.
16. Taxes and Duties	16.1	The Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
17. Performance Security	17.1	If required as specified in the Contract Data, the Supplier shall, within fourteen (14) days of the notification of contract award, provide a performance security of Ten percent (05%) of the Contract Price for the performance of the Contract.



- 17.2 The proceeds of the Performance Security shall be payable to the compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
- 17.3 As specified in the Contract Data, the Performance Security, if required, shall be in Sri Lanka Rupees and shall be in the format stipulated by the Purchaser in the Contract Data, or in another format acceptable to the Purchaser.
- 17.4 The Performance Security shall be discharged by the Purchaser and returned to the Supplier not later than twenty-eight (28) days following the date of Completion of the Supplier's performance obligations under the Contract, including any warranty obligations.

18. Copyright

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall Section VI General Conditions of Contract 55 remain vested in such third party.

19. Confidential Information

- 19.1 The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under CC Clause 19.
- 19.2 The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
- 19.3 The above provisions of CC Clause 19 shall not in any way modify and undertaking of confidentiality given by either of the parties hereto



prior to the date of the Contract in respect of the Supply or any part thereof.

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

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

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

21. Specifications and Standards

21.1 Technical Specifications and Drawings

(a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin. 56
Section VII. General Conditions of Contract

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

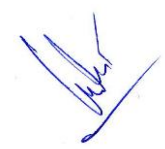
(c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and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

22. Packing and Documents

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



- 23. Insurance** 23.1 Unless otherwise specified in the Contract Data, the Goods supplied under the Contract shall be fully insured against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery.
- 24. Transportation** 24.1 Unless otherwise specified in the Contract Data, responsibility for arranging transportation of the Goods shall be a responsibility of the supplier.
- 25. Inspections and Tests**
- 25.1 The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the Contract Data.
- 25.2 The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place as specified in the Contract Data. Subject to CC Sub-Clause 25.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.
- 25.3 The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in CC Sub-Clause 25.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses. Section VI General Conditions of Contract 57
- 25.4 Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.
- 25.5 The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the



Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.

- 25.6 The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
- 25.7 The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to CC Sub-Clause 25.4.
- 25.8 The Supplier agrees that neither the execution of a test and/or inspection of the Goods or any part thereof, nor the attendance by the Purchaser or its representative, nor the issue of any report pursuant to CC Sub-Clause 25.6, shall release the Supplier from any warranties or other obligations under the Contract.

26. Liquidated Damages

- 26.1 Except as provided under CC Clause 31, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the Contract Data of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a 58 Section VII. General Conditions of Contract maximum deduction of the percentage specified in those Contract Data. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to CC Clause 34.



27. Warranty

- 27.1 The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
- 27.2 Subject to CC Sub-Clause 21.1(b), the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in the country of final destination.
- 27.3 Unless otherwise specified in the Contract Data, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract Data.
- 27.4 The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects
- 27.5 Upon receipt of such notice, the Supplier shall, within the period specified in the Contract Data, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
- 27.6 If having been notified, the Supplier fails to remedy the defect within the period specified in the Contract Data, the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.

28. Patent Indemnity

- 28.1 The Supplier shall, subject to the Purchaser's compliance with CC Sub-Clause 28.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Section VI General Conditions of Contract 59 Contract by reason of:



(a) the installation of the Goods by the Supplier or the use of the Goods in the country where the Site is located; and

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

- 28.2 If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in CC Sub-Clause 28.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
- 28.3 If the Supplier fails to notify the Purchaser within twenty eight (28) days after receipt of such notice that it intends to conduct any such proceedings or claim, then the Purchaser shall be free to conduct the same on its own behalf.
- 28.4 The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
- 28.5 The Purchaser shall indemnify and hold harmless the Supplier and its employees, officers, and Subcontractors from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Supplier may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract arising out of or in connection with any design, data, drawing, specification, or other documents or materials provided or designed by or on behalf of the Purchaser.



29. Limitation of Liability

29.1 Except in cases of criminal negligence or willful misconduct, 60 Section VII. General Conditions of Contract.

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

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

30. Change in Laws and Regulations

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

31. Force Majeure 31.1

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

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



revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

- 31.3 If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably Section VI General Conditions of Contract 61 practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

32. Change Orders and Contract


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

- (a) drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
- (b) the method of shipment or packing;
- (c) the place of delivery; and
- (d) the Related Services to be provided by the Supplier.

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

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

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



33. Extensions of Time

33.1 If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to CC Clause 12, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract. 33.2 Except in case of Force Majeure, as provided under CC Clause 31, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the 62 Section VII. General Conditions of Contract Supplier liable to the imposition of liquidated damages pursuant to CC Clause 26, unless an extension of time is agreed upon, pursuant to CC Sub-Clause 33.1.

34. Termination

34.1 Termination for Default

- (a) The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
 - (i) if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to CC Clause 33;
 - (ii) if the Supplier fails to perform any other obligation under the Contract; or
 - (iii) if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in CC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Purchaser terminates the Contract in whole or in part, pursuant to CC Clause 34.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.



34.2 Termination for Insolvency.

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

34.3 Termination for Convenience.

- (a) The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Section VI General Conditions of Contract 63 Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.

35. Assignment

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



Section VII. Contract Data

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

CC 1.1(h)	The Purchaser is: Kahatagaha Graphite Lanka LTD
CC 1.1(l)	The Project Site/Final Destination is: Kahatagaha Graphite Lanka LTD Kahatagaha Mines Site, Maduragoda Kurunegala District, Sri Lanka.
CC 5.2	The language shall be: English
CC 8.1	For notices , the Purchaser's address shall be: Attention: Chairman (Procurement Committee) Kahatagaha Graphite Lanka LTD Street Address: No.561/3 Elvitigala Mawatha City: Colombo – 05. Country: Sri Lanka Telephone: 094-11-2368736 Facsimile number: 094-11-2058062 Electronic mail address: kgll@sltnet.lk
CC 9.1	The governing law shall be the law of: Sri Lanka
CC 12.1	<p>Details of Shipping and other Documents to be furnished by the Supplier are</p> <p><i>Negotiable bill of lading</i></p> <p style="text-align: right;"><i>Commercial invoice,</i></p> <p style="text-align: right;"><i>Certificate of Origin,</i></p> <p style="text-align: right;"><i>Manufacturers authorization,</i></p> <p><i>Certificate of quantity, Packing list</i></p> <p><i>Quality and loading, List of items,</i></p> <p style="text-align: right;"><i>Insurance certificate</i></p> <p><i>Manufacturer's or Supplier's warranty certificate,</i></p> <p><i>Inspection certificate issued by nominated inspection agency,</i></p> <p><i>Supplier's factory shipping details.</i></p> <p>The above documents shall be received by the Purchaser before arrival of the Goods and, if not received, the Supplier will be responsible for any consequent expenses.</p>



CC 14	The version edition of Incoterms shall be 2012
CC 14.1	<p>The meaning of the trade terms shall be as prescribed by Incoterms. CIF price shall include Delivery of the Machine to Colombo Port (CIF).</p> <p>Inland Transport to Kahatagaha Graphite Lanka Ltd , Maduragoda ,Installation & commissioning Charges, staff Training & Testing Charges shall be quoted separately.</p> <p>Statutory taxes, duty, etc. will be paid on actual in LKR</p> <p>The prices charged for the Goods supplied and the related Services performed "<i>shall</i>" <i>not</i> be adjustable.</p>
CC 15.1	<p>The method and conditions of payment to be made to the Supplier under this Contract shall be as follows:</p> <p>Payment for Goods supplied from abroad:</p> <p>Payment of foreign currency portion shall be made in US \$(United States Dollars) in the following manner:</p> <ul style="list-style-type: none"> (i) On Shipment and arrivals of the plant to the site: where plant will be installed Seventy (70) percent of the CIF Price Colombo shall be paid on arrival of total plant to the site where plant will be installed through irrevocable confirmed letter of credit opened in favor of the Supplier in a bank in its country, upon submission of documents specified in CC Clause 12. (ii) On Acceptance: Ninety (90) percent of the above Contract Price less above (i) of Goods received shall be paid within thirty (30) days of receipt of the Goods upon submission of claim supported by the acceptance certificate issued by the Purchaser. (iii) Balance 10% after one year. <p>Payment of local currency portion shall be made in <u>Sri Lankan Rupees</u> within thirty (30) days of presentation of claim supported by a certificate from the Purchaser declaring that the Goods have been delivered and that all other</p>
C.C. 17.1	<p>contracted Services have been performed.</p> <p>A Performance Security <i>be required</i></p> <p><i>"The amount of the Performance Security shall be: 05% of the contract price. Valid 28 days beyond the date of completion.</i></p>
C.C. 17.3	The Performance Security shall be in the form of : " <i>a Bank Guarantee</i> " as per <i>given in the section viii</i>




C.C. 22.2	The packing, marking and documentation within and outside the packages shall be: SL/KGLL/FPL/2023/01
C.C. 23.1	The insurance coverage shall be as specified in the Incoterms.
C.C. 24.1	Responsibility for transportation of the Goods shall be as specified in the Incoterms.
C.C. 25.1	The inspections and tests shall be as per inspection test list Page No 55 Place : Kahatagaha Graphite Lanka Ltd Address : Mines Site, Maduragoda, Kurunegala –Sri Lanka As per section V
C.C. 26.1	The liquidated damage shall be 0.5% per week delayed of the contract price. The maximum amount of liquidated damages shall be 10%
C.C. 27.3	The period of validity of the Warranty shall be: 365 days For purposes of the Warranty, The place of final destinations shall be:- Kahatagaha Graphite Lanka LTD Kahatagaha Mine site, Maduragoda Kurunegala. Sri Lanka.
C.C. 27.5	The period for repair or replacement shall be 365 days.



Section VIII. Contract Forms

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1. Contract Agreement

[The successful Bidder shall fill in this form in accordance with the instructions indicated]

THIS CONTRACT AGREEMENT is made

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

BETWEEN

- (1) *Kahatagaha Graphite Lanka Limited, an agency of the Ministry of Industries of the Government of Sri Lanka having its principal place of business at 567/3, Elvitigala Mawatha, Colombo – 05. (hereinafter called “the Purchaser”), and*
- (2) *[Insert name of Supplier], a corporation incorporated under the laws of [insert: country of Supplier]and having its principal place of business at [insert: address of Supplier] (hereinafter called “the Supplier”).*

WHEREAS the Purchaser invited bids for certain Goods and ancillary services, viz., *[insert brief description of Goods and Services]* and has accepted a Bid by the Supplier for the supply of those Goods and Services in the sum of *[insert Contract Price in words and figures, expressed in the Contract currency(ies)]* (hereinafter called “the Contract Price”).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
2. The following documents shall constitute the Contract between the Purchaser and the Supplier, and each shall be read and construed as an integral part of the Contract:

- (a) This Contract Agreement
- (b) Contract data
- (c) Conditions of Contract
- (d) Technical Requirements (including Schedule of Requirements and Technical Specifications)
- (e) The Supplier’s Bid and original Price Schedules
- (f) The Purchaser’s Notification of Award



3. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.
4. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the Goods and Services and to remedy defects therein in conformity in all respects with the provisions of the Contract.
5. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the Goods and Services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of *[insert the name of the Contract governing law country]* on the day, month and year indicated above.

For and on behalf of the Purchaser

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

For and on behalf of the Supplier

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



2. Performance Security

..... (Issuing Agency's Name and address of Issuing Branch or office).....

Beneficiary.....(Name and address of employer).....

Date.....

PERFORMANCE GUARANTEE No.:

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

Furthermore, we understand that, according to the conditions of the Contract, a Performance Guarantee is required.

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

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

.....

[signatures (s)]

