



THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF INDUSTRIES

LANKA MINERAL SANDS LIMITED



BIDDING DOCUMENT

Sale of Heavy Mineral Sands

BID REFERENCE NO: LMS / MKT / TDR / 23/ 03

INTERNATIONAL COMPETITIVE BIDDING

(ADVANCED FOR AWARD OF SALES ORDERS ON SPOT BASIS)

SALES COMMITTEE

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

SELLER

Lanka Mineral Sands Limited
No.341/13, Sarana Mawatha,
Rajagiriya,
Sri Lanka

TABLE OF CONTENTS

SECTIONS	DESCRIPTIONS	PAGE NOS.
01	INTRODUCTION	3
02	INVITATION FOR BIDS	4 - 5
03	SPECIFICATIONS OF PRODUCTS ON SALE	6 -17
04	TERMS AND CONDITIONS	18- 26
05	BIDDING FORM	27 - 28

SECTION 1 : INTRODUCTION

1.1. Lanka Mineral Sands Limited (LMSL), incorporated under the Company Act No. 7 of 2007 of the Democratic Socialist Republic of Sri Lanka having its principle place of No. 341/13, Sarana Mawatha, Rajagiriya. Sri Lanka, a Government-own mineral sand excavating and processing company is operating and exporting as a monopoly business Entity. We have been operating since 1957 and producing Ilmenite, Rutile, Zircon, High Titanium Ilmenite, and Crude Monazite for export market.

Our mineral sand separation process is done under various processing Plants with dry and wet mechanism in Pulmoddai operation Plant in East coast of Sri Lanka. We are timely upgrading our Plants to maintain high quality mineral sands to achieve customer expectation.

As a latest marketing strategy, we introduced our selling process from Ex-Factory level to FOB status for enhancing our buyers' convenience. The annual production capacity will be increased up to the capacity of 200,000MT with the installation of new Plant in kokilai-Nayaru rich mineral area.

1.2. SPECIAL OFFER FROM THIS TENDER:

LMSL has decided to offer following benefits to the buyers from this tender.

- i) Offering Free on Board (FOB) delivery term & Ex-Work (EXW)
- ii) Offering two instalments of payment facility by 50% each for the buyer who purchased the total Ilmenite in the tender.
- iii) Offering internationally accredited laboratory report with the LMSL laboratory report alone with the bidding document
- iv) Reducing bid security considerably for buyers' convenience.

1.3. TRADING TERMS

The obligations of the seller and buyer in respect of the sales transactions are subject to the delivery terms under INCOTERMS 2020. All transactions of the sales contract will be governed by and interpreted in accordance with the International Rules for the interpretation of trading terms of the International Chamber of Commerce.

SECTION 2 : INVITATION FOR BIDS.

The Chairman of Specific Sales Committee of Lanka Mineral Sands Limited (LMSL), invites international bids from the Parties interested in buying the following heavy beach mineral sand products from Sri Lanka. The sales process has advanced to make buyers convenience by receiving the online bids on customized order quantity and award the sales orders on a spot basis.

THE PRODUCTS ON SALE AND LABORATORY SPECIFICATION

No.	PRODUCTS	HS CODE	SPECIFICATION	QUANTITY (MT)	PACKAGE METHOD
1.	Ilmenite	26140010	TiO ₂ -- > 50% Moisture 0.5% Max.	60,000	Loose Bulk
2.	High Titanium Ilmenite - lot 1	26140010	TiO ₂ -- 58 -61% Moisture 0.5% Max.	3,000	Bulk in Containerized
3.	High Titanium Ilmenite - lot 2	26140010	TiO ₂ -- 57 -60% Moisture 2.0% max.	3,000	Bulk in Containerized
4.	Rutile	26140020	TiO ₂ -- 95 -97% Moisture 0.5% Max.	1,500	40 kg in Bagged Containerized
5.	Zircon	26151000	ZrO ₂ -- 65 - 67% Moisture 0.5%Max.	500	40 kg in Bagged Containerized
6	Zircon Concentrate	26151000	Zircon 25 – 35% Moisture – 2%Max	30000	Loose Bulk or Bulk in Containerized

THE DETAILS FOR BID SUBMISSION

No	PRODUCT	HS CODE	DELIVERY TERMS	BID SECURITY
1.	Ilmenite	26140010	FOB Trincomalee Port	USD 4.00 per MT
			FOB Colombo Port	
			EXW- Pulmoddai	
2.	High Titanium Ilmenite - Lot 1	26140010	FOB Colombo Port	USD 5.00 Per MT
			EXW- Pulmoddai	
3	High Titanium Ilmenite - Lot 2	26140010	FOB Colombo Port	USD 5.00 Per MT
			EXW- Pulmoddai	
4	Rutile	26140020	FOB Colombo Port	USD 21.00 Per MT
			EXW- Pulmoddai	
5	Zircon	26151000	FOB Colombo Port	USD 21.00 Per MT
			EXW- Pulmoddai	
6	Zircon Concentrate	26151000	FOB Trincomalee Port	USD6.00 Per MT
			FOB Colombo Port	
			EXW- Pulmoddai	

DATE & TIME OF BID SUBMISSION: on or before 17/07/2023 at 10.00am Colombo, Sri Lanka

DATE & TIME OF BID OPENING: 17/07/2023 at 10.15am Colombo Sri Lanka

Further to this, our completed bidding document is published on LMSL official website www.lankamineralsands.com and the Line Ministry, Ministry of Industries www.industry.gov.lk and the Ministry of foreign Affairs, Sri Lankan Mission Overseas & Export Development Board as well. LMSL is inviting all Interested Parties to visit our websites and download the Bidding Documents free of charge. The Bid Form, can be collected from the down loaded bidding documents or while making an e-mail request from the Marketing Department via ilmenite@slt.lk or minmarketing@slt.net.lk. Eligible bidder (mentioned in the clause 4.4) need to be submitted their bid for the purchase of required mineral quantities.

The eligible bidders should submit their bids in accordance with the instructions in the bidding document either on EXW or FOB basis as they wish to be imported via the Port designated. We are requesting all bidders to submit their bids with the respective bid security and all required documents specified in the sub-clause 4.5.9 of clause 4.5, Special Concerns on Preparation of Bids under Section 4, Terms & Conditions of Sales Contract.

Further, the password protected duly filled PDF of the bid form or timely open bid form (at 10.00 am in Colombo time on 17/07/2023) need to be submitted through e-mail contacts of lmslmineral@industry.gov.lk and lmslmineral.industry@gmail.com to receive before 10.00am Colombo, Sri Lanka on 17/07/2023. The bidder should use a valid domain for email in accordance with the high security information rules.

The bidder, who submitted the password protected bid, should send their passwords to the seller's e-mails of lmslmineral@industry.gov.lk and lmslmineral.industry@gmail.com during 10.00 a.m. - 10.15 a.m. of Colombo time in Sri Lanka on 17/07/2023.

The late bids and incomplete bids are rejected and not considered for evaluation. Correctly submitted bids will be opened by the Bid Opening Committee in the Auditorium of the Ministry of Industries, No. 73/1, Galle Road Colombo 03, Sri Lanka at 10.15 a.m. on 17/07/2023. Bidders or their representatives are allowed to participate at the bid opening.

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

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

SECTION 3 – LABORATORY SPECIFICATIONS OF PRODUCTS

3.1. Specification of Ilmenite, Rutile, Zircon and the High Titanium Ilmenite (lot -1) has been done by internationally recognized SGS laboratory and findings are as follows. All products are guaranteed to the specification provided other than the product High Titanium Ilmenite-(Lot -2) and the product Zircon Concentrate

3.2. The product High Titanium Ilmenite -TiO₂ 57 -60% (Lot-2) and Zircon Concentrate are stored in the open yard. Therefore, it is delivered “AS IS” and no guaranteed to its content of minerals other than certifying its moisture to 2% Max. Hi Ti Ilmenite & Zircon Concentrate’s quality is variable. Tolerance of Hi Ti Ilmenite might be ± 3% TiO₂. The variable range of minerals in Zircon Concentrate has given with the specification. The percentage of the minerals in these products and the grain size distribution published with its specifications are only for just reference of the bidders.

i). PRODUCT : ILMENITE - CHEMICAL ANALYSIS REPORT OF SGS

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Titanium (as TiO ₂)	IS: 9788-1981 (RA -2014)	50.39	% (w/w)
Total Iron (as Fe)	IS: 6744-P1-1972 (RA -2017)	29.90	% (w/w)
Silica (as SiO ₂)	IS: 6744-P1-1972 (RA -2017)	1.24	% (w/w)



Test Report

202

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013103.001

Issue Date : 12/06/2023

JOE No : CG23-013103

Report Control No : CGR0001609717

Non-Accredited tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Vanadium (as V)	SO-IN-MUL-TE-109 (by ICPOES)	0.117	% (w/w)
Chromium (as Cr)	SO-IN-MUL-TE-109 (by ICPOES)	0.051	% (w/w)
Manganese (as Mn)	SO-IN-MUL-TE-109 (by ICPOES)	0.687	% (w/w)
Zirconium (as Zr)	SO-IN-MUL-TE-109 (by ICPOES)	0.540	% (w/w)
Aluminum (as Al ₂ O ₃)	SO-IN-MUL-TE-109 (by ICPOES)	1.206	% (w/w)
Calcium (as Ca)	SO-IN-MUL-TE-109 (by ICPOES)	0.894	% (w/w)
Magnesium (as Mg)	SO-IN-MUL-TE-109 (by ICPOES)	0.156	% (w/w)
Thorium (as Th)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0106	% (w/w)
Uranium (as U)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0004	% (w/w)
Ferrous iron (as FeO)	IBM 2004	19.90	% (w/w)
Sulphur (as S)	ASTM E : 1019 - 03	0.007	% (w/w)
Ferric iron (as Fe ₂ O ₃)	By Calculation	20.63	% (w/w)

Per pro SGS India Private Ltd

Girdhar.B
Authorized Signatory

****End of Report****

This document is issued by the Company under its General Conditions of Service printed overleaf or available on request and accessible at <http://www.sgsgroup.in/en-GB/terms-and-conditions.aspx> for electronic documents www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. The laboratory shall be responsible for all the information provided in the report, except when information and instruction for specific scope of testing is provided by the customer.

Unless otherwise stated, the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 7 days (in case of perishable items) and 30 days for all other samples. The samples from regulatory bodies are to be retained as specified. This document cannot be reproduced except in full, without prior written approval of the Company.

No decision rule is applied, when comparing the measurement result(s) with the applicable limit(s) according to the specification in the respective standard or as shared by the customer.

For your valuable feedback please click on this link <https://sgs.com/quality/feedback>

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO2	>50.00		
Maximum Moisture	00.50 max		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Weight %
Ilmenite	86.88		
Altered Ilmenite	03.80		
Magnetite	00.32		
Monazite	00.42		
Garnet	01.43		
Others magnetics	00.97		
Total Magnetics		93.82	
Rutile	00.92		
Zircon	02.16		
Total Non-Magnetics		03.08	
Total Heavies			96.90
Quartz	02.34		
Sillimanite	00.76		
Total Light Mineral		03.10	03.10
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve (Microns)	Weight %	Cumulative % (Retained)	
+1000	00.01	00.01	
+500	00.12	00.13	
+250	02.38	02.51	
+150	20.30	22.81	
+106	39.79	62.60	
+90	15.39	77.99	
+75	12.54	90.53	
+63	06.94	97.47	
-63	02.53	-	
Total	100.00		

ii). PRODUCT : HIGH TITANIUM ILMENITE (LOT -1)- CHEMICAL ANALYSIS REPORT OF SGS



Test Report



TC-5006

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013126.001

Issue Date : 12/06/2023

JOE No : CG23-013126

Report Control No : CGR0001609719

Customer Provided Information

Sample Name : HI-TITANIUM ILMENITE
 Customer Name : CCIC SOUTH ASIA (PVT) LTD
 Customer Address : NO.155/1, CASTLE STREET,
 COLOMBO 07
 Country : SRI LANKA
 Sample Qty. Recd. : APPROX. 1KG
 Mark on sample : 230200SL0000303/3
 Batch no. : COMPOSITE

Lab Provided Information

Sample Type : HI-TITANIUM ILMENITE
 Received on : 05/06/2023
 Registered on : 05/06/2023
 Test Start-End Date : 05/06/2023 - 12/06/2023

Product Group / Sub-Group : Ores & Minerals / Titanium ores

NABL Accredited Tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Titanium (as TiO ₂)	IS: 9788-1981 (RA -2014)	61.55	% (w/w)
Silica (as SiO ₂)	IS: 6744-P1-1972 (RA -2017)	1.33	% (w/w)

This document is issued by the Company under its General Conditions of Service printed overleaf or available on request and accessible at <http://www.sgs.com/In/en-GB/Terms-and-Conditions.aspx> for electronic documents www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. The laboratory shall be responsible for all the information provided in the report, except when information and instruction for specific scope of testing is provided by the customer.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 7 days (in case of perishable items) and 30 days for all other samples. The samples from regulatory bodies are to be retained as specified. This document cannot be reproduced except in full, without prior written approval of the Company.

No decision rule is applied, when comparing the measurement result(s) with the applicable limit(s) according to the specification in the respective standard or as shared by the customer.

For your valuable feedback please click on the link <https://sgs.com/qa/feedback>



Test Report

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013126.001

Issue Date : 12/06/2023

JOE No : CG23-013126

Report Control No : CGR0001609719

Non-Accredited tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Vanadium (as V)	SO-IN-MUL-TE-109 (by ICPOES)	0.165	% (w/w)
Chromium (as Cr)	SO-IN-MUL-TE-109 (by ICPOES)	0.137	% (w/w)
Manganese (as Mn)	SO-IN-MUL-TE-109 (by ICPOES)	0.453	% (w/w)
Zirconium (as Zr)	SO-IN-MUL-TE-109 (by ICPOES)	0.452	% (w/w)
Aluminum (as Al ₂ O ₃)	SO-IN-MUL-TE-109 (by ICPOES)	1.533	% (w/w)
Calcium (as Ca)	SO-IN-MUL-TE-109 (by ICPOES)	1.033	% (w/w)
Magnesium (as Mg)	SO-IN-MUL-TE-109 (by ICPOES)	0.145	% (w/w)
Thorium (as Th)	SO-IN-MUL-TE-120 (by ICP-MS)	0.2212	% (w/w)
Uranium (as U)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0013	% (w/w)
Sulphur (as S)	ASTM E : 1019 - 03	0.015	% (w/w)
Ferric Iron (as Fe ₂ O ₃)	By Calculation	7.12	% (w/w)

Per pro SGS India Private Ltd

Giridhar.B

Authorized Signatory

****End of Report****

HIGH TITANIUM ILMENITE (LOT-1) - ANALYSIS REPORT OF LMSL - SAMPLE NO.: 4065 / HTI – 19/05/2023

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO2	58.00 – 61.00		
Maximum Moisture	00.50 max		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Weight %
Ilmenite	45.72		
Altered Ilmenite	37.92		
Garnet	01.18		
Monazite	00.21		
Others Magnetics	03.48		
Total Magnetics		88.51	
Rutile	09.98		
Zircon	01.44		
Total Non-Magnetics		11.42	
Total Heavies			99.93
Quartz	00.07		
Total Light Mineral		00.07	00.07
Total Minerals			100.00
GRAIN SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+500	00.01	00.01	
+250	05.43	05.44	
+150	40.61	46.05	
+106	33.22	79.27	
+90	09.38	88.65	
+75	07.05	95.70	
+63	03.22	98.92	
-63	01.04		
Working Loss	00.04		
Total	100.00		

iii) PRODUCT: HIGH TITANIUM ILMENITE (LOT-2) - ANALYSIS REPORT OF LMSL SAMPLE NO.: 4055/HTI –24/10/2022

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO2	57.00 – 60.00		
Maximum Moisture	02.00 max		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Weight %
Ilmenite	51.05		
Altered Ilmenite	28.59		
Garnet	02.34		
Others Magnetics	06.45		
Total Magnetics		88.43	
Rutile	09.41		
Zircon	01.97		
Total Non-Magnetics		11.38	
Total Heavies			99.81
Quartz	00.19		
Total Light Mineral		00.19	00.19
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+500	00.01	00.01	
+250	04.06	04.07	
+150	36.83	40.90	
+106	35.43	76.33	
+90	10.80	87.13	
+75	08.04	95.17	
+63	03.92	99.09	
-63	00.90		
Working Loss	00.01		
Total	100.00		



Test Report



TC-5006

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013126.002

Issue Date : 12/06/2023

JOE No : CG23-013126

Report Control No : CGR0001609719

Customer Provided Information

Sample Name : RUTILE
 Customer Name : CCIC SOUTH ASIA (PVT) LTD
 Customer Address : NO.155/1, CASTLE STREET,
 COLOMBO 07
 Country : SRI LANKA
 Sample Qty. Recd. : APPROX. 1KG
 Mark on sample : 230200SL0000303/2
 Batch no. : COMPOSITE

Lab Provided Information

Sample Type : RUTILE
 Received on : 05/06/2023
 Registered on : 05/06/2023
 Test Start-End Date : 05/06/2023 - 12/06/2023

Product Group / Sub-Group : Ores & Minerals / Titanium ores

NABL Accredited Tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Titanium (as TiO ₂)	IS: 9788-1981 (RA -2014)	96.05	% (w/w)
Silica (as SiO ₂)	IS: 6744-P1-1972 (RA -2017)	0.94	% (w/w)

This document is issued by the Company under its General Conditions of Service printed overleaf or available on request and accessible at <http://www.sgsgroup.com/en-GB/Terms-and-Conditions.aspx> for electronic documents www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. The laboratory shall be responsible for all the information provided in the report, except when information and instruction for specific scope of testing is provided by the customer.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 7 days (in case of perishable items) and 30 days for all other samples. The samples from regulatory bodies are to be retained as specified. This document cannot be reproduced except in full, without prior written approval of the Company.

No decision rule is applied, when comparing the measurement result(s) with the applicable limit(s) according to the specification in the respective standard or as shared by the customer.

For your valuable feedback please click on this link <https://www.sgs.com/feedback>

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013126.002

Issue Date : 12/06/2023
JOE No : CG23-013126

Report Control No : CGR0001609719

Non-Accredited tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Vanadium (as V)	SO-IN-MUL-TE-109 (by ICPOES)	0.329	% (w/w)
Chromium (as Cr)	SO-IN-MUL-TE-109 (by ICPOES)	0.122	% (w/w)
Manganese (as Mn)	SO-IN-MUL-TE-109 (by ICPOES)	0.061	% (w/w)
Zirconium (as Zr)	SO-IN-MUL-TE-109 (by ICPOES)	0.579	% (w/w)
Aluminum (as Al ₂ O ₃)	SO-IN-MUL-TE-109 (by ICPOES)	0.344	% (w/w)
Calcium (as Ca)	SO-IN-MUL-TE-109 (by ICPOES)	0.872	% (w/w)
Magnesium (as Mg)	SO-IN-MUL-TE-109 (by ICPOES)	0.229	% (w/w)
Thorium (as Th)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0141	% (w/w)
Uranium (as U)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0012	% (w/w)
Sulphur (as S)	ASTM E : 1019 - 03	0.005	% (w/w)
Ferric Iron (as Fe ₂ O ₃)	By Calculation	1.11	% (w/w)

Per pro SGS India Private Ltd

Giridhar.B

Authorized Signatory

****End of Report****

RUTILE- ANALYSIS REPORT OF LMSL SAMPLE NO : 4067/RUT – 24/05/2023

CHEMICAL ANALYSIS			
Contents	Weight %		
TiO ₂	.95.00 – 97.00		
Maximum Moisture	00.50 max.		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Total Weight %
Ilmenite	00.55		
Altered Ilmenite	01.64		
Monazite	00.02		
Other Magnetics	00.50		
Total Magnetics		02.71	
Rutile	95.92		
Zircon	01.22		
Total Non-Magnetics		97.14	
Total Heavies			99.85
Quartz	00.15		00.15
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+250	00.96	00.96	
+150	24.32	25.28	
+106	47.66	72.94	
+90	15.50	88.44	
+75	08.09	96.53	
+63	02.76	99.29	
-63	00.71	-	
Total	100.00		

V) PRODUCT : ZIRCON- CHEMICAL ANALYSIS REPORT OF SGS



Test Report



TC-5006

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013100.001

Issue Date : 12/06/2023

JOE No : CG23-013100

Report Control No : CGR0001609998

Customer Provided Information

Sample Name : ZIRCON
 Customer Name : CCIC SOUTH ASIA (PVT) LTD
 Customer Address : NO.155/1, CASTLE STREET,
 COLOMBO 07
 Country : SRI LANKA
 Sample Qty. Recd. : APPROX. 1KG
 Mark on sample : 230200SL0000303/5
 Batch no. : COMPOSITE

Lab Provided Information

Sample Type : ZIRCON
 Received on : 05/06/2023
 Registered on : 05/06/2023
 Test Start-End Date : 05/06/2023 - 12/06/2023

Product Group / Sub-Group : Ores & Minerals / Titanium ores

NABL Accredited Tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Zirconium (as ZrO2)	IS 10085 : 2003 (RA : 2019)	65.73	% (w/w)
Silica (as SiO2)	SO-IN-MUL-TE-216 Ver 1.0 Dec 20 : 2021	32.49	% (w/w)

This document is issued by the Company under its General Conditions of Service printed overleaf or available on request and accessible at <http://www.sgsgroup.in/en-GB/terms-and-conditions.aspx> for electronic documents www.sgs.com/terms_a-document.htm. Attention is drawn to the limitations of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained hereon reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. The laboratory shall be responsible for all the information provided in this report, except when information and instruction for specific scope of testing is provided by the customer.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 7 days (in case of perishable items) and 30 days for all other samples. The samples from regulatory bodies are to be retained as specified. This document cannot be reproduced except in full, without prior written approval of the Company.

No decision rule is applied, when comparing the measurement result(s) with the applicable limit(s) according to the specification in the respective standard or as shared by the customer.

For your valuable feedback please click on this link https://sgs.investor.sgs.com/feedback/SV_eP7WY1a0NjF3d



Test Report

232

SAMPLE NOT DRAWN BY SGS INDIA PVT. LTD.

Sample / Report No : CG23-013100.001

Issue Date : 12/06/2023

JOE No : CG23-013100

Report Control No : CGR0001609998

Non-Accredited tests

Test/Parameter	Method	Result	Unit
DISCIPLINE: CHEMICAL			
Aluminum (as Al ₂ O ₃)	SO-IN-MUL-TE-109 (by ICPOES)	0.422	% (w/w)
Titanium (as TiO ₂)	SO-IN-MUL-TE-109 (by ICPOES)	0.181	% (w/w)
Iron (as Fe ₂ O ₃)	SO-IN-MUL-TE-109 (by ICPOES)	0.098	% (w/w)
Calcium (as Ca)	SO-IN-MUL-TE-109 (by ICPOES)	0.144	% (w/w)
Magnesium (as Mg)	SO-IN-MUL-TE-109 (by ICPOES)	0.038	% (w/w)
Vanadium (as V)	SO-IN-MUL-TE-109 (by ICPOES)	ND(DL : 0.00005)	% (w/w)
Phosphorous (as P)	SO-IN-MUL-TE-109 (by ICPOES)	0.086	% (w/w)
Thorium (as Th)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0844	% (w/w)
Uranium (as U)	SO-IN-MUL-TE-120 (by ICP-MS)	0.0055	% (w/w)
Sulphur (as S)	ASTM E : 1019 - 03	0.641	% (w/w)

Per pro SGS India Private Ltd

Giridhar.B

Authorized Signatory

****End of Report****

This document is issued by the Company under its General Conditions of Service printed overleaf or available on request and accessible at <http://www.sgsgroup.in/en-GS/Terms-and-Conditions.aspx> for electronic documents www.sgs.com/terms_e-document.htm. Attention is drawn to the limitation of liability, indemnification and jurisdiction issues defined therein. Any holder of this document is advised that information contained herein reflects the Company's findings at the time of its intervention only and within the limits of Client's instructions, if any. The Company's sole responsibility is to its Client and this document does not exonerate parties to a transaction from exercising all their rights and obligations under the transaction documents. Any unauthorized alteration, forgery or falsification of the content or appearance of this document is unlawful and offenders may be prosecuted to the fullest extent of the law. The laboratory shall be responsible for all the information provided in the report, except when information and instruction for specific scope of testing is provided by the customer.

Unless otherwise stated the results shown in this test report refer only to the sample(s) tested and such sample(s) are retained for 7 days (in case of perishable items) and 30 days for all other samples. The samples from regulatory bodies are to be retained as specified. This document cannot be reproduced except in full, without prior written approval of the Company.

No decision rule is applied, when comparing the measurement result(s) with the applicable limit(s) according to the specification in the respective standard or as shared by the customer.

For your valuable feedback please click on this link https://survey.sgs.com/feedback/SV_eP70V1ta3Nf4d

CHEMICAL ANALYSIS			
Contents	Weight %		
ZrO2	65.00 – 67.00		
Maximum Moisture	00.50 max.		
MINERALOGICAL ANALYSIS			
Constituent	Weight %	Weight %	Total Weight %
Monazite	00.28		
Others Magnetics	00.05		
Total Magnetics		00.33	
Rutile	00.47		
Zircon	98.65		
Total Non-Magnetics		99.12	
Total Heavies			99.45
Sillimanite	00.34		
Quartz	00.21		
Total Light Minerals		00.55	00.55
Total Minerals			100.00
SIZE DISTRIBUTION			
Size of Sieve Microns	Weight %	Cumulative % (Retained)	
+150	00.02	00.02	
+106	00.65	00.67	
+90	03.89	04.56	
+75	50.25	54.81	
+63	33.37	88.18	
-63	11.82	--	
Total	100.00		

vi) ZIRCON CONCENTRATE, ANALYSIS REPORT OF LMSL SAMPLE NO. : 4064/ZC – 31/03/ 2023

CHEMICAL ANALYSIS		
Contents	Weight %	
Maximum Moisture	2.00max.	
MINERALOGICAL ANALYSIS		
Constituent	Weight %	
Ilmenite	02.50 – 03.00	
Altered Ilmenite	03.50 – 04.00	
Garnet	02.50 – 03.50	
Monazite	00.50 – 00.70	
Rutile	06.00 – 08.00	
Zircon	25.00 – 35.00	
Sillimanite	17.00 – 19.00	
SIZE DISTRIBUTION		
Size of Sieve Microns	Weight %	Cumulative % (Retained)
+1000	00.11	00.11
+500	00.24	00.35
+250	03.04	03.39
+150	34.54	37.93
+106	39.97	77.90
+90	12.76	90.66
+75	06.05	96.71
+63	02.46	99.17
-63	00.83	
Total	100.00	

SECTION – 4: TERMS AND CONDITIONS OF SALE

4.1. DEFINITIONS

The following words shall have the meanings expressed.

- a). “Products” means all of the commodities that the seller offered for sale.
- b). “Seller” is Lanka Mineral Sands Limited (LMSL) who offered products for sale.
- c). “Bidder” is the party who interested for purchase of the product and submitted the bid
- d). “Buyer/ Purchaser” means the bidder who was successful in the bid and accepted the award of sales on purchase of any product and its certain stock.
- e). “Contract” means the contract of sale entered into the obligations of the buyer and the seller.
- f). “Contract Documents” means the documents & correspondence dealt on the sale.
- g). “Contract Value” means the value of sales order payable to the seller by the buyer under the contract.
- h). “Day” means calendar day unless otherwise specified in detail. The working days will be the official days in Sri Lanka on which banks are opened for business
- i). “IRZ Plant Pulmoddai” means the Factory of Lanka Mineral Sands Ltd and the place of product stored.
- j). “Global Market” means the source of publishing the price index & market intelligence over the activity of buying or selling of heavy mineral products that is acceptable to LMSL
- k). “Benchmark price” means the minimum acceptable price fixed and decided by the Sales Committee for sale of product.
- l). “Stock /Goods means the product reserved for buyer for shipment.

4.2. ETHICS, FRAUDS & CORRUPTIONS

4.2.1 The parties with sales actions, namely, buyers and Officials shall ensure that they maintain strict confidentiality throughout the process and further, the Officials shall refrain from receiving any personal gains from any sale action. No gifts or inducement shall be accepted. Buyers are liable to be disqualified from the bidding process if found offering any gift or inducement which may have an effect of influencing a decision or impairing the objectivity of an official.

4.2.2. The seller requires the buyers to observe the highest standard of ethics during the sale and execution of such contracts. In pursuit of this policy there should not be any corrupt, fraudulent collusive and coercive practices directly or indirectly in the sales process or affect the execution of a sales contract.

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

4.3. BIDDING DOCUMENT

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

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

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

4.3.4. English is the accepted language in this tender procedure and if there is any original document in other language, it should be translated in English and submit by the buyer.

4.4. THE MANDATORY REQUISITS FOR BEING AN ELIGIBLE BIDDER

- 4.4.1.** Need to have a valid business registration in any country
- 4.4.2.** The buyer should be free from legal implication or not being blacklisted.
- 4.4.3.** The bidder should not involve in attempts of conflict of interest or any other illegal act related to tender procedure.
- 4.4.4.** Anyone who has found guilty of above mentioned mandatory requisites, will be disqualified from the tender process

4.5. SPECIAL CONCERNS ON PREPARATION OF BIDS

4.5.1. The bid should be an unconditional.

4.5.2. Bid should accompany the bid security in the amount corresponding to the qty required by the bidder. The bid security is refundable. It should be valid for 25 days from the date of opening of bids and furnished in cash or in the form of bank guarantee in USD referred to the details in the Section 2, Invitation for Bids. The bid security in cash should be remitted by fund transfer or telegraphic transfer to the United States Dollar Account 73449850 (Swift Code BCEYLKXLX) maintained by the seller at the Bank of Ceylon, Corporate Branch, BOC Mawatha, Colombo – 01, Sri Lanka. The payment on bid security should have been credited of the seller's account before 09.30 a.m. Colombo, Sri Lanka on 17/07/2023.

The bank guarantee, drawn in favour of Chairman, Lanka Mineral Sands Ltd. should be a demand guarantee issued by a licensed commercial bank in Sri Lanka or a demand guarantee against a counter- guarantee of overseas bank rated & reputed. The bank guarantee should also be unconditional & payable on first demand of the Seller.

4.5.3. The transaction is subject to impose of Government Tax, Levy, CESS and Royalty on sale and export of Mineral products and therefore, Tax Invoice is issued for the sale of product. Local sales invoice is issued for local party who submit the bid under Company registration of Sri Lanka.

4.5.4. The Tax, Levy, CESS & Royalty pertaining to the exports of products are on account of seller & buyer in the term of product delivery. Thus, all the Tax, Levy, CESS and Royalty on bid price of buyer will be borne by the seller other than the CESS charges on delivery term of Exw.

4.5.5. The minimum order quantity of each product is different and it is as follows.

Ilmenite: 5000 MT

Zircon : 50MT

Rutile : 100 MT

High Titanium Ilmenite: 250 MT

Zircon-Concentrate : 30000MT (total stock on sale)

4.5.6. Bidders could have the opportunity to request samples for their own testing purposes.

4.5.7. United States Dollar (USD) is the accepted currency for the bidding process.

4.5.8. The validity of bid should have 25 calendar days from the bid opening date.

4.5.9. Compulsory documents need to be submitted with the bid.

- a) Copy of valid company registration along with the required documents.
- b) Copy of National Identity Card or Passport of the Head of Company.
- c) If authorized representatives are involving the bidding process, their national Identity or Passport copies.
- d) Copy of document for the bid security as detailed in the sub-clause 4.5.2 above.
- e) Copy of collective agreement of the Consortium/Association / Joint Venture (if applicable) by designating of leading party upon delivery of the authorization to work on as detailed in the sub clause 4.5.11

4.5.10. The bidder need to be borne the bank charges related to funds transfer or payment.

4.5.11. If the bidder is an establishment of joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the seller for the fulfillment of the provisions of the contract and shall designate one party to act as leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the seller. The bid submitted by the party should accompany the power of attorney.

4.5.12. Greenwich Mean Time (GMT) will be considered as the correct time zone and ensure that the correspondent deadline is at 10.00am on 17/07/2023 in Colombo, Sri Lanka.

4.6. AMENDMENT TO BIDDING DOCUMENT.

4.6.1. There is a possibility of attaching further amendments to the bidding document with the willingness of seller even after publishing the bidding document. If the seller need to add a new amendment, it should be compulsorily to notice five (5) working days prior to the bid opening and changes are published in the websites in LMSL and Industrial Ministry. All the interested bidders need to accept this procedure done by the seller.

4.7. WITHDRAWAL & MODIFICATION TO THE BIDS

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

4.8. SUBMISSION OF BIDS.

4.8.1. The single Portable Document Format - Adobe Acrobat (PDF) prepared & protected as detailed in the Section 2, Invitation for Bids should be sent via email to lmslmineral@industry.gov.lk with copy to lmslmineral.industry@gmail.com at **10.00 a.m.** of Colombo, Sri Lanka on **17/07/2023**.

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

4.9. OPENING OF BIDS

4.9.1. The bids will be opened at 10.15a.m. in Sri Lankan time in the Auditorium of the Ministry of Industries, No. 73/1, Galle Road Colombo 03, Sri Lanka on 17/07/2023 as mentioned in the Section 2, “Invitation for Bids”.

4.9.2. The bid opening, evaluation, and awarding process will be completed within the date of opening the bids.

4.10. BID EVALUATION & CRITERIA

4.10.1. The Specific Sales Committee with the assistance of Technical Evaluation Committee will fix the benchmark prices of the products on FOB & EXW basis before opening of the bids reviewing the global market and the quality of products.

4.10.2 The bids substantially responsive to the bidding document are taken for evaluation. Each bid substantially responsive and up to the stage of the evaluation is compared with the benchmark prices.

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

4.10.4. In the determination for award, priority is given to the bids evaluated and highest above the benchmark.

4.10.5. In the instance of quantity on sale is less than the quantity on bids above the benchmark price, seller will decide to deliver the additional stock from the available in the warehouse.

4.11. SALES AWARD & CONTRACT

4.11.1. The Specific Sales Committee reserves the right to award of sales tender on sale of the product or cancel.

4.11.2. The seller shall award the sales tenders to the bidders of those bids are approved by the Sales Committee and notify each unsuccessful bidder the position of their bid and reasons to be unsuccessful in the bid.

4.11.3. Seller conveys the notification on award to the successful buyer/s on the date of bid are opened. The notification will consist of the letter of award with the specific terms & conditions of sales contract for acceptance of the successful bidder.

4.11.4. The acceptance to the award should be submitted by the successful bidder in writing to the seller within 3 working days from the date of receipt of the notification on award or intimation of award

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

4.11.6. The seller & buyer will enter into the contract agreement on sale and purchase of the product. It will constitute and bind upon consecutive order of following and no other facts or documents will be constituted for governing of the contract agreement.

a) Bidding document

b) Submission of bid by the bidder,

c) Issues of notification on award by the seller to the successful bidder,

d) Submission of the successful bidder's acceptance in writing including email message

e) Issues of pro forma invoice by the seller.

f) Other documents and correspondence dealt with both parties, bidder and seller in the context with proof of receipt and the consent & acceptance of the seller .

4.12. PAYMENT TERM DETERMINATION

4.12.1. The payment term is on advance by TT or fund transfer and the contract value shall be settled in full within **ten (10) working days** from the date of pro forma invoice.

Alternatively, the buyer who purchased the total tonnage of Ilmenite is facilitated to settle the tendered value in two instalments. In term of this payment, half of a tendered value should be settled on advance within ten (10) working days of the date of pro-forma invoice extending the validity of bid security for further period not less than one month from the expiry date of bid security as a performance security. The second installment should be paid before completion of the first half of tonnage or loaded on board ship. **(N.B. the payment made in cash on submission of bid security could also be used for settlement of second instalment.)**

4.12.2. There is no permission to settle the payment by a third party in favour of buyer. The contract value should be paid fully in United States Dollar Account 73449850 (**Swift Code-BCEYLK LX**) maintained by the seller at the Bank of Ceylon, Corporate Branch. BOC, Colombo – 01, Sri Lanka.

4.12.3. Seller will offer maximum 7 days of extension under 0.1% daily additional surcharge if the buyer makes any delays in the process.

4.13. TAXES AND DUTIES

4.13.1. Seller & Buyer are responsible for taxes, levies, royalty & CESS as detailed in the sub-clause 4.5.4 of the clause 4.5., Special Concerns on Preparation of Bids.

4.14. PERFORMANCE SECURITY

4.14.1 Unless otherwise requested under sub-clause 4.12.1 of clause 4.12, Payment Term Determination, no need of performance security in addition to the contract value paid is fully on advance. The payment made on advance and / or amount in bid security will be treated as performance security for the obligations of the buyer.

4.15. TRANSPORTATION

4.15.1 Inland transport of product in term of Exw is on buyer's responsibility. The seller is liable for assisting the buyer or his representative to obtain the transport licenses from the Government regulatory body for transport of product..

4.15.2. Inland transport of product in term of FOB is under the responsibility of the seller.

4.15.3 The products purchased under this sales contract should not be sold or exported to any countries currently undergone for international trade sanctions and embargo.

4. 16. CLEARANCE OF STOCK

4.16.1. The buyer has no rights to change the initial sales agreement and requesting to change the final destination of delivery or the ownership of the consignment

4.16.2. The buyer should be complied with the sales agreement and clear the stock purchased within the stipulated period related to the sellers loading capacity. Further, buyer should prevent any delays of agreed financial transactions.

4.16.3. The approved period for removal of the stock purchased on delivery term Exw-Pulmoddai is as follows and the period will effect from the settlement of payment in full.

a) 30 days for the stock $\geq 50\text{MT} \leq 500\text{MT}$

b) 35 days for the stock $> 500\text{MT} \leq 1000\text{MT}$

c) 45 days for the stock $> 1000\text{MT} \leq 5000\text{MT}$

d) 50 days for the stock $> 5000\text{MT} \leq 10000\text{MT}$

e) 60 days for the stock $>10000\text{MT} \leq 30000\text{MT}$

f) 75 days for the stock $>30000\text{MT} \leq 60000\text{MT}$

g) 01 days more is provided for every 1000MT where the tonnage sold is more the 60000MT

4.16.4. The buyer has the capability of requesting for a partial shipment at his convenience.

4.16.5. Buyer shall, at its expense, arrange for and secure a vessel for each shipment at least 20 days prior to the proposed stem dates for each delivery. Seller shall use all reasonable endeavors to effect delivery of the product by the date(s) in the Contract of Sale, but under no circumstances will the Seller be liable for any loss accruing to buyer as a result of late delivery.

4.16.6. The seller will inform the readiness for delivery of the product & proposed stem date no sooner the payment is completed by the buyer. The buyer should convey seller the shipment schedule with the details of vessel together with arrival and departure without any delay. Specially, the buyer who purchased the product on FOB basis should let the seller know their each shipment schedule at least 20 days prior to the arrival date of the vessel or such late date as may be mutually agreed.

4.16.7. The seller is liable to deliver the contacted tonnage & provide correct packaging according to the appropriate consignment as detailed in the Section 2, Invitation for Bids.

4.16.8. The seller is responsible for accepting containers/ Vessel in good condition for loading the product to the containers / vessel designated by the buyer following to the related transport mechanism.

4.16.9 Maximum capacity of loading will be 90,000-100,000 MT per month for the loose bulk cargo and it is, 750MT & 100MT per day respectively for bulk containerized & in bags containerized.

4.16.10. Seller may arrange for inspection of the holds of the vessel / containers of buyer for cleanliness and protection of Product prior to loading. Such surveyor shall be entitled to reject any buyer's Vessel/ containers not found to be suitable to protect the Product from contamination. The cost of such rejection and associated cleaning and/or protection shall be for buyer's account. Furthermore, lay time shall not count until buyer's vessel/ containers is suitable in all respects for loading. Seller shall not be responsible for contamination of product which has occurred after product has been loaded into the holds of buyer's vessel / containers, regardless of whether an inspection has been conducted or whether the holds have been inspected and have been found suitable in all respects.

4.16.11. Unless otherwise agreed between the seller and buyer, the buyer is responsible for all port and unloading costs at the port of discharge or destination.

4.16.12. Seller shall use all reasonable endeavors to effect delivery of the product by the date(s) specified in the Contract of Sale, but under no circumstances will the seller be liable for any loss accruing to buyer as a result of late delivery.

4.16.13. Demurrage costs incurred for the stock sold on FOB basis due to port congestion beyond seller's control shall be sole liability of buyer and the demurrage for the delay in removal of stock from the seller's warehouse on Exw basis.

4.16.14. The sale is an export oriented and the seller will, whatever reason, not issue export license on export of product to the third party consignee other than original buyer.

4.16.15. Seller is liable to issue the commercial documents and regulatory permits for exports of the product as required by the buyer other than quarantine certificate for the product sold on Exw basis.

4.17. SPECIFICATION & STANDARD OF THE PRODUCTS

4.17.1. Refer the Section 2 and 3, Invitation for bids and product specification respectively.

4.17.2. The composition of minerals in the product & quality is guaranteed and certified to the specifications provided.

4.17.3. The product, offered for sale in term of "AS IS" has no guarantee/warranty and will be delivered "AS IS" in the existing condition.

4.18. INSPECTIONS AND TESTS

4.18.1. If buyer needs to have a separate laboratory reports on the buying products, it is allowed to have it at their own cost.

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

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

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

4.19. ELIGIBILITY OF THE PRODUCT

4.19.1. The stock delivered under this contract shall be complied with the specifications provided unless otherwise stated the product has no guarantee.

4.19.2. In the delivery of product, where it found the absence of standards or reported any discrepancy of the product or deficiency, buyer should notify the same to the seller no sooner the default is noticed. The seller should response for the buyer's within a three working days from the date of buyer's notification. In such an issues, the products should be tested at the independence laboratory or regulatory body acceptable to both seller and buyer before shipment within the validity period for removal of stock. The cost of such testing should be borne by the buyer.

4.19.3. The buyer has no permission to reject any products after imported to their destination.

4.19.4. Where the seller found any deficiency in the quality of products or discrepancy of tonnage, the seller shall be liable for compensation either by the same product or payment. The seller should response for the same within the dates of practically capable from the date of buyer's notification.

4.19.5. If the seller is of the discretion with the ineligibility of the product or discrepancy, the credit note will be issued for compensation of the same product equivalent to the deficiency or refund of the respective payment.

4.19.6. The expenses for removal of the additional stock should be borne by the buyer unless otherwise seller decides to bear the same.

4.20. GOVERNING LAW

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

4.21. SETTLEMENT OF DISPUTES

4.21.1. The seller and the buyer shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

4.21.2. If, after twenty-eight (28) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the seller or the buyer may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Product under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No:11 of 1995. The venue of arbitration is Colombo, Sri Lanka.

4.21.3. Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

(b) the buyer shall pay the Seller any monies due the Seller.

4.22. CONFIDENTIALITY

4.22.1. The seller and the buyer shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other

information furnished directly or indirectly by the other party hereto in connection with the contract and shall not make any disturbance to the tender process.

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

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

4.22.4. The provisions of Terms & Conditions of Contract of Clause **4.22** shall survive for completion or termination, for whatever reason, of the contract.

4.23. INSURENCE

4.23.1 Responsibility of the insurance to the cargo should be borne by the buyer and the seller according to the initial delivery terms of FOB or EXW agreed.

4.24. FORCE MAJEURE

4.24.1. The seller and buyer are liable to perform their obligations of the contract. In such a situation of force Majeure, each party should promptly notify the other party in writing of the condition and the cause thereof. Unless otherwise agreed by the both party to reach for compromise the matter or provide a redress or an alternative in writing, the each party shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all alternative for performance not prevented by the force majeure.

4.24.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Seller/Buyer that is not foreseeable, unavoidable, and its origin is not due to negligence or lack of care on the part of the Seller/Buyer. Such events may include, fires, floods, epidemics, quarantine restrictions, and freight embargoes including hindrance for inland transports of seller's end.

4.24.3. The buyer, in pursuant to addressing in the sub-clause 4.24.1 above, is liable for execution of his obligations of the contract. Without prejudice to the resolution, the seller could cancel the sales tender awarded wholly or by partly, where the obligations of the contract are not performed in a manner by the buyer with an expected advantage of the seller.

4.25. EXTENSION OF TIME & DEMURRAGE

4.25.1. There is no extension for removal of stock or payment delays.

4.25.2. If there is a justifiable delay has happened from the seller's side related to demurrage, buyer need to have borne the cost of his portion of the demurrage.

4.25.3. USD2.00 per MT for a week is levied by the seller for the stock not removed from the seller's warehouse within the period approved. This is in addition to the demurrage charges of the port.

4.26. TERMINATION

4.26.1 The seller, at his discretion, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the successful bidder /buyer, may terminate the sales contract in whole or in part and take further legal actions appropriate.

- (a) . Failure to fulfill the obligations of sales agreement on time without proper approval from the seller.
- (b). Failure to settle the tendered value during the stipulated time period.
- (c). Unethical, fraudulent, and corruption related act & it can also be considered as a

Penalized misappropriation.

d), Breaching the Terms and Conditions of the contract agreed by the buyer

4.26.2. The sole authority regarding the post administrative work on tender process is belonging to the **Specific Sales Committee** of Lanka Mineral Sands Limited.

4.27. ASSIGNMENT

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

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

SECTION 5 : BIDDING FORM



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



LANKA MINERAL SANDS LTD

BID FORM

Bid Reference No.: LMS/MKT/TDR/23/03

BIDDER IDENTIFICATION

Name of Proprietor: Passport No.....

Name of the Company:

Address:.....

.....

.....

Tele Phone General..... Fax..... Mobile

T.P..... Email.....

Website.....

Whatsapp /Wechat of the Head of Company.....

	PRODUCTS	QUANTITY ON SALE (MT)	DELIVERY TERMS	REQUIRED QUANTITY (MT) (please mention the qty)	BID PRICE PER MT (USD) (in figure clearly)	
1	Ilmenite TiO ₂ >50% Moisture 0.5% max. HS26140010	60000	FOB Trincomalee Port Loose bulk cargo			
			FOB Colombo Port Bulk Containerized			
			Exw-Pulmoddai Loose Bulk			
2	High- Titanium Ilmenite TiO ₂ 58 - 61% Moisture 0.5% max. HS26140010	3000	FOB Colombo Port Bulk Containerized			
			Exw-Pulmoddai Loose Bulk			
3	High- Titanium Ilmenite TiO ₂ 57 – 60% Moisture 2.0% max. HS26140010	3000	FOB Colombo Port Bulk Containerized			
			Exw-Pulmoddai Loose Bulk			
4	Rutile TiO ₂ 95 - 97% Moisture 0.5% max. HS26140020	1500	FOB Colombo Port Containerized			
			Exw-Pulmoddai Loose Bulk			
5	Zircon ZrO ₂ 65 - 67% Moisture 0.5% max. HS26151000	500	FOB Colombo Port Containerized			
			Exw-Pulmoddai Loose Bulk			
6	Zircon Concentrate Zircon 25 – 35% Moisture 2% max. HS26151000	30000	FOB Trincomalle Port Loose bulk			
			FOB Colombo Port Bulk Containerized			
			EXW- Pulmoddai In Bulk			

FINANCIAL INFORMATION:

Bank Details of the Bidder:

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

AUTHORIZED SIGNATORY

1. Name..... Designation..... Address..... Specimen Signature NIC / Passport No. Contact Details.....	2. Name..... Designation..... Address..... Specimen Signature NIC / Passport No..... Contact Details
--	--

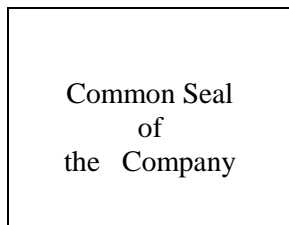
Declaration of the bidder

I / we have read the whole bidding document published by the seller and understood the content is clear and correct. Further I / we totally agreed that our eligibility criterion is comply with the bidding document. Furthermore, I / we well aware that formal contract will not be signed by both parties for this agreement. However the sales contract will constitute by the submission of bid, awarding & issuing pro forma invoice, and the acceptance of the buyer to the award. Further to that I / we am/are submitting an unconditional bid here.

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

Full Name of Chairman / Managing Director
of Company
Capacity / Designation
Passport No.

Signature..... Date



- N.B.**
1. Bidding form need to be duly filled in block letters
 2. Completed bidding form need to be submitted through following e-mail contacts (Submit to email lmslmineral@industry.gov.lk and copy to lmslmineral.industry@gmail.com)
 3. A valid copy of company business registration
 4. Valid copies of Passport and National Identity
 5. Copy of remittance advice on settle the payment upon bid security or bank guarantee
 6. Authorization for leading party in the Consortium/Joint Venture/ Association.