



THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF INDUSTRY AND ENTREPRENEURSHIP DEVELOPMENT



## LANKA MINERAL SANDS LIMITED

### BIDDING DOCUMENTS

# Sale of Heavy Mineral Sands

BID REFERENCE NO: LMS / MKT / TDR / 26/01

### INTERNATIONAL COMPETITIVE BIDDING

#### PROCUREMENT COMMITTEE

Standing High Level Procurement Committee - LMSL  
Ministry of Industry and Entrepreneurship  
Development,  
P.O. Box 570, No.73/1, Galle Road,  
Colombo 03,  
Sri Lanka.  
18/01/2026

#### SELLER

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

## **TABLE OF CONTENTS**

SECTION	DESCRIPTION	PAGE NOS.
01	INTRODUCTION	3
02	INVITATION FOR BIDS	4 - 6
03	SPECIFICATIONS OF PRODUCTS ON SALE	7 - 15
04	TERMS AND CONDITIONS	16 - 28
05	BIDDING FORMS AND CONTRACT FORMS a) BID SUBMISSION FORM b) BID FORM c) SPECIMEN BID GUARANTEE FORM d) CONTRACT AGREEMENT	29 - 36

## **SECTION 1: INTRODUCTION**

- 1.1.** Lanka Mineral Sands Limited (LMSL) is a successor to Ceylon Mineral Sands Corporation (CMSC) established in 1957 under Industrial Corporation Act for exploration, mining, processing and sale of beach mineral sands in Sri Lanka and converted to a fully Government-own Company in 1992 under the commercialization policy of the Government. This is the only Government owned Company in the mining, processing and trading of heavy mineral sands. Lanka Mineral Sands Limited has now incorporated under the Company Act No. 7 of 2007 of the Democratic Socialist Republic of Sri Lanka having its principle place of No. 341/13, Sarana Mawatha, Rajagiriya, Sri Lanka. Lanka Mineral Sands Limited has presently gazetted under the Ministry of Industry and Entrepreneurship Development.
  
- 1.2.** The Ilmenite Rutile Zircon Plant (IRZ Plant) is the factory of Lanka Mineral Sands Limited and is located at Pulmoddai, in the Eastern Province of Sri Lanka. Ilmenite, Rutile, Zircon, and HiTi Ilmenite are the main products while Zircon Concentrate, Crude Rutile Oversize, Crude Monazite and Hydrosizer Fines are Intermediate products.

## SECTION 2: INVITATION FOR BIDS

The Chairman of Standing High Level Procurement Committee on behalf of Lanka Mineral Sands Limited (LMSL), invites international bids online from the date of **18/01/2026 to 10/02/2026** at 10.00 am from the Parties interested in buying the following heavy mineral sands products produced in Sri Lanka by processing beach mineral sands. The sales process has advanced to receive the bids online on customized order quantity and award the sales orders on a spot basis.

### THE PRODUCT ON SALE AND OTHER RELEVANT DETAILS

No.	PRODUCT	HS CODE	SPECIFICATION	QUANTITY (MT)	PACKAGE METHOD
01.	Ilmenite	26140010	TiO <sub>2</sub> - 50% - 51% Moisture – 0.50% Max.	50,000	In Bulk
02.	Zircon	26151000	ZrO <sub>2</sub> – 65% - 67% Moisture – 0.50% Max.	900	In 40kgs Bagged
03.	Rutile	26140020	TiO <sub>2</sub> – 95% - 97% Moisture – 0.50% Max.	1,500	In 40kgs Bagged
04.	Hi.Ti Ilmenite <b>(Godown stock)</b>	26140010	TiO <sub>2</sub> – 59% - 61% Moisture – 1.00% Max.	2,400	In Bulk
05.	Hi.Ti Ilmenite <b>(Open yard stock)</b> “As is in the existing stock”	26140010	TiO <sub>2</sub> – 57% - 60% Moisture – 2.00% Max.	4,000	In Bulk
06.	Zircon Concentrate “As is in the existing stock”	26151000	Ilmenite – 3.00%- 4.00% Altered Ilmenite – 3.50% - 5.00% Rutile – 8.00% - 10.00% Zircon – 25.00%- 35.00% Moisture – 2.00% Max.	20,000	In Bulk
07.	Crude Rutile Oversize “As is in the existing stock”	26140090	Ilmenite- 27.08% Rutile - 21.88% Zircon - 11.51% Garnet - 10.94% Moisture - 2.00% Max.	6,000	In Bulk
08.	Hydrosizer Fines “As is in the existing stock”	26151000	Ilmenite- 02.62% Rutile - 11.39% Zircon - 24.50% Garnet - 0.35% Moisture - 2.00% Max.	4,000	In Bulk

## DETAILS FOR BID SUBMISSION

No	PRODUCT	HS CODE	QUANTITY MT	DELIVERY TERM	BID SECURITY IN USD
01.	Ilmenite	26140010	50,000	Ex – works Pulmoddai	30,000
02.	Zircon	26151000	900	Ex – works Pulmoddai	17,500
03.	Rutile	26140020	1,500	Ex – works Pulmoddai	15,000
04.	Hi.Ti Ilmenite <b>(Godown stock)</b>	26140010	2,400	Ex works Pulmoddai	10,000
05.	Hi.Ti Ilmenite Lot 02 <b>(Open Yard Stock)</b> “As is in the existing stock”	26140010	4,000	Ex – works Pulmoddai	20,000
06.	Zircon Concentrate “As is in the existing stock”	26151000	20,000	Ex – works Pulmoddai	50,000
07.	Crude Rutile Oversize “As is in the existing stock”	26140090	6,000	Ex – works Pulmoddai	22,000
08.	Hydrosizer Fines “As is in the existing stock”	26151000	4,000	Ex works Pulmoddai	25,000

The complete Bidding Document, consisting of Introduction, Invitations for Bids, Specifications of products on sale, Terms & Conditions, Bidding Forms and Contract Form are published in the official websites of [www.lankamineralsands.com](http://www.lankamineralsands.com) & [www.industry.gov.lk](http://www.industry.gov.lk) and Sri Lankan Missions Overseas & foreign Missions in Sri Lanka as well. The Interested Parties could visit the websites and download the Bidding Document free of charge.

The Bid Form downloaded should be used for the submission of the bid. The interested eligible bidder could submit their bid for the purchase of any mineral sand products upon their requirement subject to product on sale. However, the bidder who wishes to obtain the Bid Form from Seller as an alternative should send an official request on email to [marketing@lmsl.gov.lk](mailto:marketing@lmsl.gov.lk) or [ayodhya@lmsl.gov.lk](mailto:ayodhya@lmsl.gov.lk) addressing Marketing Manager, Lanka Mineral Sands Limited, No. 341/13, Sarana Mawatha, Rajagiriya, Sri Lanka retaining a length to ensure the receipt of Bid Form on time.

The bid should accompany the bid security in the amount as specified against the products on sale above and the copies of documents specified in the sub-clause 4.6.6 & 4.6.7 - i of the clause 4.6, Preparation of Bid under Section 4, Terms & Conditions of Sales. The Bid Security should be in cash by fund transfer/telegraphic transfer or in the form of bank guarantee (Specimen Bid Guarantee Form is enclosed with bidding document – **SECTION 05 - c**) issued by licensed commercial bank in Sri Lanka against the counter guarantee of buyer's rated bank which is reputed one acceptable to the seller. The Bid Security in cash will only be accepted upon credit of the payment to the bank account of the seller mentioned in the sub-clause 4.6.6 & 4.6.7 - i of clause 4.6 of the bidding document and confirmed the bank guarantee by the seller's bank. A single PDF of prepared consisting with the bid form duly filled in & signed by the signatory and foregoing supported documents that is protected by the bidder himself positing time to be opened at 10.00 a.m. of Colombo, Sri Lanka on **10/02/2026** or using own password to open should be sent to email [tender@lmsl.gov.lk](mailto:tender@lmsl.gov.lk) with copy to [lmslmineraltender@gmail.com](mailto:lmslmineraltender@gmail.com) to receive on or before **10/02/2026** at 10.00a.m. The bidder should use a valid domain for email in accordance with high security information rules.

The bidder, who sent the bid on PDF protected with their own password, should send their password on same email to receive seller's email [tender@lmsl.gov.lk](mailto:tender@lmsl.gov.lk) with copy to [lmslmineraltender@gmail.com](mailto:lmslmineraltender@gmail.com) within 10.00a.m. – 10.15a.m. of Colombo, Sri Lanka on **10/02/2026**.

The bids not complying with the above instructions, the late bids and the bids have no password within 10.00 a.m. – 10.15 a.m. of Colombo, Sri Lanka on **10/02/2026** will be rejected and not considered for evaluation. Therefore, bidders should ensure to send their bids and password on time.

The bids received will be opened by the Bid Opening Committee in the Auditorium of the Ministry of Industry and Entrepreneurship Development, PO Box 570, No. 73/1, Galle Road, Colombo 03, Sri Lanka at **10.15 a.m.** of Colombo, Sri Lanka on **10/02/2026**. The bidder or his authorized representative who chooses to attend at the opening of bids is permitted by the seller. The seller will acknowledge the receipt of the bid to the bidders no sooner the bids are opened.

For further information and clarification, please contact Marketing Manager of Lanka Mineral Sands Limited and Marketing Division on Telephone +94112883951-2, +94112883954, +94112883965  
Fax +94 11 2882668 and Email [marketing@lmsl.gov.lk](mailto:marketing@lmsl.gov.lk) / [ayodhya@lmsl.gov.lk](mailto:ayodhya@lmsl.gov.lk)

Chairman,  
Standing High Level Procurement Committee - LMSL  
Ministry of Industry and  
Entrepreneurship Development,  
P.O Box 570, No.73/1,  
Galle Road, Colombo -03,  
Sri Lanka.  
18/01/2026

### **SECTION 3 – SPECIFICATIONS OF PRODUCTS ON SALE**

3.1. Specifications of Ilmenite (TiO<sub>2</sub> 50% - 51%), Rutile (TiO<sub>2</sub> 95% - 97%), Zircon (ZrO<sub>2</sub> 65%-67%) and Hi.Ti Ilmenite (**Godown Stock**) (TiO<sub>2</sub> 59% - 61%) are provided with the analysis report of the Chief Chemist, LMSL. These products are guaranteed to specifications provided by Chief Chemist, Laboratory, LMSL. Hi.Ti Ilmenite (**Open Yard Stock**), Crude Rutile Oversize, Zircon Concentrate and Hydrosizer Fines specifications are provided only for buyer's references.

3.2. The product Hi.Ti Ilmenite (**Open Yard Stock**), Crude Rutile Oversize, Zircon Concentrate and Hydrosizer Fines are stored in an open yard. Therefore, quality of these products can be varied. However, the moisture content is certified and will be maintained at 2% max. and sold “**as is**” in the existing stock. In case if the moisture content is more than 2%, the additional quantity will be provided in same stock file. These products are therefore, sold and delivered in “**as is**” in the existing condition. The specifications for these products have been produced only for references.

Specifications for Crude Rutile Oversize, Zircon Concentrate and Hydrosizer Fines have been produced by us although these three products are by-products, bidders are expected to collect their own samples and analyze should inspect the products and got it analyzed their own sampling before submission of the bids. Titanium Dioxide (TiO<sub>2</sub>) content of Hi.Ti Ilmenite (**Open Yard Stock**), Mineral content of Crude Rutile Oversize, Zircon Concentrate and Hydrosizer Fines might be variable.

3.3. No grievances regarding the quality of all mineral sand products will be considered after the tender award. Therefore, Prospective buyers are requested to inspect & analyzed samples of their own of above all mineral sands products before submission of the bids.

**ANALYSIS REPORT**

Sample Name : ILMENITE  
 Location : WAREHOUSE, PULMODDAI  
 Tender No : LMS/MKT/TDR/26/01  
 Sample No : 5017/ILM

**CHEMICAL ANALYSIS REPORT**

<u>Constituent</u>	<u>Wt. %</u>
TiO <sub>2</sub>	50.00 – 51.00
Max Moisture Content	00.50

**MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Magnetite	00.54
Ilmenite	88.22
Altered Ilmenite	02.98
Monazite	00.43
Garnet	02.45
Other Magnetics	<u>01.06</u>
Total Magnetic	95.68
Rutile	00.74
Zircon	<u>01.71</u>
Total Non-Magnetic	<u>02.45</u>
Total Heavies	98.13
Quartz	01.69
Sillimanite	<u>00.18</u>
Total light minerals	<u>01.87</u>
Total	<u>100.00</u>

**SCREEN ANALYSIS**

	<u>Size of Sieve</u>	<u>Weight%</u>	<u>Cumulative</u>
	<u>(Microns)</u>		<u>Weight%</u>
+500	00.34	00.34	
+250	03.39	03.73	
+150	23.35	27.08	
+106	24.11	51.19	
+90	20.27	71.46	
+75	18.94	90.40	
+63	06.83	97.23	
-63	<u>2.77</u>		
Total		<u>100.00</u>	

**Note : -** The samples provided are composite sample for 50,000 MT of Ilmenite.

## **ANALYSIS REPORT**

Sample Name : ZIRCON

Tender No : LMS/MKT/TDR/26/01

Sample No : 5012/ZIR

## **CHEMICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
ZrO <sub>2</sub>	65.00 – 67.00
Max Moisture Content	0.50

## **MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Monazite	0.37
Other Magnetics	<u>0.05</u>
Total Magnetic	0.42
Rutile	0.46
Zircon	<u>98.89</u>
Total Non-Magnetic	<u>99.35</u>
Total Heavies	99.77
Quartz	0.10
Sillimanite	<u>0.13</u>
Total light minerals	<u>0.23</u>
Total	<u>100.00</u>

## **SCREEN ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>	<u>Size of Sieve</u>	<u>Weight%</u>	Cumulative <u>Weight%</u>
		(Microns)		
Monazite	0.37	+150	0.03	0.03
Other Magnetics	<u>0.05</u>	+106	1.80	1.83
Total Magnetic	0.42	+90	52.25	54.08
Rutile	0.46	+75	34.61	88.69
Zircon	<u>98.89</u>	+63	8.64	97.33
Total Non-Magnetic	<u>99.35</u>	-63	<u>2.67</u>	
Total Heavies	99.77	Total	<u>100.00</u>	

**Note:** - The samples provided are composite sample of entire Zircon stock.

**ANALYSIS REPORT**

Sample Name : RUTILE  
 Tender No : LMS/MKT/TDR/26/01  
 Sample No : 4094/RUT

**CHEMICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
TiO <sub>2</sub>	95.00 – 97.00
Max Moisture Content	0.50

**MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Ilmenite	1.01
Altered Ilmenite	2.20
Other Magnetics	0.09
Total Magnetic	3.30
Rutile	95.72
Zircon	<u>0.89</u>
Total Non-Magnetic	<u>96.61</u>
Total Heavies	99.91
Quartz	0.09
Total light minerals	<u>0.09</u>
Total	<u>100.00</u>

**SCREEN ANALYSIS**

<u>Size of Sieve</u> <u>(Microns)</u>	<u>Weight%</u>	<u>Cumulative</u> <u>Weight%</u>
+250	1.66	1.66
+150	26.03	27.69
+106	45.22	72.91
+90	15.19	88.10
+75	8.05	96.15
+63	3.10	99.25
-63	<u>0.75</u>	
Total	<u>100.00</u>	

Note: - The samples provided are composite sample of entire Rutile stock.

**ANALYSIS REPORT**

Sample Name : HI TI ILMENITE  
 Tender No : LMS/MKT/TDR/26/01  
 Sample No : 5015/HTI

**CHEMICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
TiO <sub>2</sub>	59.00 – 61.00
Max Moisture Content	1.00

**MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>	<u>Size of Sieve</u>	<u>Weight%</u>	<u>Cumulative</u>
		<u>(Microns)</u>		<u>Weight%</u>
Magnetite	0.48	+500	0.03	0.03
Ilmenite	43.77	+250	7.25	7.28
Altered Ilmenite	43.18	+150	43.92	51.20
Monazite	0.77	+106	32.69	83.89
Garnet	1.03	+90	07.78	91.67
Other Magnetics	1.72	+75	5.48	97.15
Total Magnetic	90.95	+63	2.27	99.42
Rutile	8.03	-63	<u>0.58</u>	
Zircon	<u>0.88</u>			
Total Non-Magnetic	8.91	Total	<u>100.00</u>	
Total Heavies	99.86			
Quartz	0.05			
Sillimanite	0.09			
Total light minerals	<u>0.14</u>			
Total	<u>100.00</u>			

**Note:** - The samples provided are composite sample of entire HI TI Ilmenite stock in the godown

**ANALYSIS REPORT**

Sample Name : HI TI ILMENITE (OPEN YARD STOCK)

Tender No : LMS/MKT/TDR/26/01

Sample No : 5014/HTI

**CHEMICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
TiO <sub>2</sub>	57.00 - 60.00
Max Moisture Content	2.00

**MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Magnetite	0.37
Ilmenite	45.58
Altered Ilmenite	41.34
Garnet	0.49
Monazite	0.37
Other Magnetics	<u>2.24</u>
Total Magnetic	90.39
Rutile	8.10
Zircon	<u>1.18</u>
Total Non-Magnetic	<u>9.28</u>
Total Heavies	99.67
Quartz	0.15
Sillimanite	0.18
Total light minerals	<u>0.33</u>
Total	<u>100.00</u>

**SCREEN ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>	<u>Size of Sieve</u>	<u>Weight%</u>	<u>Cumulative</u>
		<u>(Microns)</u>		<u>Weight</u>
Magnetite	0.37	+1000	0.01	0.01
Ilmenite	45.58	+500	0.02	0.03
Altered Ilmenite	41.34	+250	5.85	5.88
Garnet	0.49	+150	40.64	46.52
Monazite	0.37	+106	32.86	79.38
Other Magnetics	<u>2.24</u>	+90	10.24	89.62
Total Magnetic	90.39	+75	6.71	96.33
Rutile	8.10	+63	3.02	99.35
Zircon	<u>1.18</u>	- 63	<u>0.65</u>	
Total Non-Magnetic	<u>9.28</u>	Total	<u>100.00</u>	

**Note:** - This is only for reference purpose. This stock is in the open yard and interested parties should collect samples by themselves before the bidding.

## ANALYSIS REPORT

Sample Name : ZIRCON CONCENTRATE

Tender No : LMS/MKT/TDR/26/01

Sample No : 4097/ZC

### **MOISTURE ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Max Moisture Content	02.00

### **MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>	<u>Size of Sieve (Microns)</u>	<u>Weight%</u>	<u>Cumulative Weight%</u>
Ilmenite	(03.00 - 04.00)	+1000	00.33	00.33
Altered Ilmenite	(03.50 - 05.00)	+500	00.35	00.68
Monazite	(01.00 - 02.00)	+250	03.53	04.21
Garnet	(03.00 - 04.00)	+150	35.25	39.46
Rutile	(08.00 - 10.00)	+106	38.99	78.45
Zircon	(25.00 - 35.00)	+90	11.86	90.31
Sillimanite	(13.00 - 15.00)	+75	06.43	96.74
		+63	02.51	99.25
		- 63	<u>00.75</u>	
		Total	<u>100.00</u>	

**Note:** - This is only for reference purpose. This stock is in open yard and interested parties should collect samples by themselves before the bidding.

## **ANALYSIS REPORT**

Sample Name : CRUDE RUTILE OVER SIZE

Tender No : LMS/MKT/TDR/26/01

Sample No : 4080/CRO

## **MOISTURE ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Max Moisture Content	2.00

## **MINERALOGICAL ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>
Magnetite	0.08
Ilmenite	27.08
Altered Ilmenite	11.87
Monazite	0.27
Garnet	10.94
Other Magnetics	<u>7.48</u>
Total Magnetic	57.72
Rutile	21.88
Zircon	<u>11.51</u>
Total Non-Magnetic	<u>33.39</u>
Total Heavies	91.11
Quartz	4.58
Sillimanite	<u>4.31</u>
Total light minerals	<u>8.89</u>
Total	<u>100.00</u>

## **SCREEN ANALYSIS**

<u>Constituent</u>	<u>Weight%</u>	<u>Size of Sieve</u>	<u>Weight%</u>	<u>Cumulative</u>
		<u>(Microns)</u>	<u>Weight%</u>	
Magnetite	0.08	(Microns)		<u>Weight%</u>
Ilmenite	27.08	+1000	0.35	0.35
Altered Ilmenite	11.87	+500	15.12	15.47
Monazite	0.27	+250	60.86	76.33
Garnet	10.94	+150	13.63	89.96
Other Magnetics	<u>7.48</u>	+106	5.83	95.79
Total Magnetic	57.72	+90	1.89	97.68
Rutile	21.88	+75	1.40	99.08
Zircon	<u>11.51</u>	+63	0.67	99.75
Total Non-Magnetic	<u>33.39</u>	-63	<u>0.25</u>	
Total Heavies	91.11	Total	<u>100.00</u>	
Quartz	4.58			
Sillimanite	<u>4.31</u>			
Total light minerals	<u>8.89</u>			
Total	<u>100.00</u>			

**Note:** - This is only for reference purpose. Interested parties should collect samples by themselves before the bidding.

## ANALYSIS REPORT

Sample Name : HYDROSIZER FINES  
 Tender No : LMS/MKT/TDR/26/01  
 Sample No : 5010/HF

## CHEMICAL ANALYSIS REPORT

<u>Constituent</u>	<u>Wt. %</u>
Max Moisture Content	2.00

## MINERALOGICAL ANALYSIS

<u>Constituent</u>	<u>Weight%</u>
Magnetite	0.01
Ilmenite	2.62
Altered Ilmenite	1.60
Monazite	0.49
Garnet	0.35
Other Magnetic	<u>1.14</u>
Total Magnetic	6.21
Rutile	11.39
Zircon	<u>24.50</u>
Total Non-Magnetic	<u>35.89</u>
Heavies	42.10
Quartz	56.13
Sillimanite	<u>1.77</u>
Total light minerals	<u>57.90</u>
Total	<u>100.00</u>

## SCREEN ANALYSIS

<u>Size of Sieve</u> <u>(Microns)</u>	<u>Weight%</u>	<u>Cumulative</u> <u>Weight%</u>
+1000	0.08	0.08
+500	0.09	0.17
+250	0.99	1.16
+150	9.66	10.82
+106	42.61	53.43
+90	19.60	73.03
+75	13.73	86.76
+63	9.10	95.86
-63	<u>4.14</u>	
Total	<u>100.00</u>	

**Note:-** This is only for reference purpose. Interested parties should collect samples by themselves before the bidding.

## **SECTION – 4: TERMS AND CONDITIONS OF SALE**

### **4.1. DEFINITIONS**

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

- a) "Products" means all of the commodities that the seller has offered for sale under the tender.
- b) "Seller" is Lanka Mineral Sands Limited (LMSL).
- c) "Interested Party" is defined as the party who has the potential for purchase of heavy mineral sands products.
- d) "Tender/Bid" is a formal and structured invitation to buyers to submit competitive bids for the purchasing of raw materials, products, or services.
- e) "Tender price/Bid price" means the amount of money a buyer is willing to pay for a purchasing of raw materials, products or services.
- f) "Tenderer/ Bidder" is a party/person who makes a formal offer.
- g) "Tender Document/Bidding document" outlines important information and instructions for participating in a Tender/Bid.
- h) "Buyer/ Purchaser" means the bidder who was successful in the bid and accepted for award of sales tender on purchasing of any product and its certain stock.
- i) "Foreign Buyer" is the party/person who submit the bid under a company/legal entity registered outside Sri Lanka.
- j) "Local Buyer" is the party/person who submit the bid under a company/legal entity registered in Sri Lanka.
- k) "Contract" means the contract of sale entered into between the buyer and the seller with the bidding documents including any appendices thereto and the declaration of the bid form.
- l) "Contract Documents" means the documents & correspondence dealt on the sales.
- m) "Contract Value" means equal to quoted unit price in to awarded quantity and applicable taxes/levy in addition to the royalty payable on Mineral Sands products.
- n) "Day" means calendar day unless otherwise specified the day in details. The working days will be the official days in Sri Lanka on which banks are opened for business.
- o) "IRZ Plant Pulmoddai" means the Factory of Lanka Mineral Sands Ltd.
- p) "Obligations" means the services & responsibilities incidental to the sale of products that should be performed by the seller and buyer under the contract.
- q) "Global Market" means the prices & market intelligence that is published over the activity on buying or selling of heavy mineral sands products by the party renowned & reputed in the heavy mineral sands products industry acceptable to LMSL.
- r) "Stock /Goods means the products reserved for buyer for sale.

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

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

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

**4.2.2.** The seller requires the buyers to observe the highest standard of ethics during the sale and execution of such contracts. In pursuit of this policy;

- a) "corrupt practice" means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public/LMSL official in the sales process or in contract execution;

- b) “fraudulent practice” means a misrepresentation or omission of facts in order to influence a sales process or the execution of a contract;
- c) “collusive practice” means a scheme or arrangement between two or more buyers, with or without the knowledge of the seller to establish bid prices at artificial, non-competitive levels; and
- d) “coercive practice” means harming or threatening to harm, directly or indirectly, person or the property to influence their participation in the sales process or affect the execution of a sales contract.

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

#### **4.3. BIDDING DOCUMENT**

**4.3.1.** Bidding Document consists with Introduction, Invitation for Bids, Specifications of the product on sale, Terms & Conditions, bidding forms and contract form.

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

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

#### **4.4. ELIGIBLE BUYERS & QUALIFICATIONS FOR ELIGIBILITY**

**4.4.1.** All bidders shall possess legal right to buy heavy mineral sands (Products) under this tender and for imports/exports of the product as well. The bidders shall not have a conflict of interest and ineligibility at the date of submission of the bid & award of sales and debarred or blacklisted in any country. All bidders found to have conflict of interest or ineligible shall be disqualified.

**4.4.2.** To qualify, a bidder must hold a duly registered and valid company or business registration in the country of residence.

**4.4.3.** The local bidders, who has the approval of the government and facility to value add and export, are also eligible for bidding.

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

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

**4.5.1.** Products are guaranteed to the specifications provided by the seller unless otherwise stated as “Quality of some product can be varied” and delivered on Ex-works (INCOTERM – 2020). Obligations of the seller and buyer in respect of the sales contract is in term of the product delivery. All trade terms used in the sales contract will be governed by and interpreted in accordance with the International Rules for the interpretation of trading terms of the International Chamber of Commerce published in 2020.

**4.5.2** The seller will be assisting the buyer for obtaining of inland transport licenses for transport of goods till Port of loading or buyer’s local destination in term of delivery mode on Ex – works basis. The seller is responsible only until the goods are loaded onto the buyer's means of transport from the Pulmoddai IRZ Plant warehouse on Ex – works basis.

**4.5.3** The seller will be responsible for issuing of the proforma invoice, commercial invoice, weighing certificate, packing list and quality certificate, other than the quarantine certificate, certificate of origin and regulatory permits including free/preferential trade agreement.

**4.5.4** Seller shall not under any circumstances, issue no objection or recommendation to obtain Export licence from Geological Survey Mines Bureau of Sri Lanka to any party other than eligible bidders.

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

**4.5.6** Original or Certified copies of the Bill of Lading and CUSDEC of the consignment cleared for export, immediately after the transaction of each consignment shall be submitted to the seller by the buyer or their freight forwarder to prepare the documents which requested in the letter of credit.

**4.5.7** Throughout the sales context, seller will ensure the fulfillment of all the objectives of the seller maintaining adequate transparency, responsibility, consistency and accountability to secure the equal opportunity to the valued buyers and retain the confidence.

**4.5.8** The sales contract agreement is constituted with the buyer & seller on the sale of product with effect from the issues of proforma invoice upon acceptance of bidder the awarding letter of the seller notwithstanding to the signing of formal contract agreement.

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

**4.6.1** The bidding process is conducted through the International Competitive Bidding (ICB) procedure advanced to receive the bids online and customized order quantity and award the sales orders on spot basis.

**4.6.2** The buyers (those qualified in term of clause 4.4 – Qualification for Eligible Buyer) should submit the bid for the product and the quantity they are interested for purchase. The bid should not be a conditional bid and it should be subject to the Terms & conditions of the bidding document. The delivery mode of the product is as mentioned in the Invitation for Bids in bulk/in Bagged on Ex works basis. The minimum order quantity is customized as follows.

IN NO	PRODUCT	MINIMUM QTY (MT)
01.	ILMENITE	20,000
02.	RUTILE	500
03.	ZIRCON	500
04.	HITI ILMENITE (GODOWN STOCK)	500
05.	HITI ILMENITE (OPEN YARD STOCK)	500
06.	ZIRCON CONCENTRATE	10,000
07.	CRUDE RUTILE OVERRSIZE	500
08.	HYDROSIZER FINES	500

No award is permitted for the tonnage more than the bid offered by the bidder and bid security kept originally.

**4.6.3** The bidder or interested party, who chooses to analyze the product, could take sample for their own analysis. The sample could be obtained during working days subject to normal formalities, from Marketing Manager of Lanka Mineral Sands Limited, upon submission of written a request. Bidders are expected to collect samples and got it analyzed their own before submission of the bids. **No grievances regarding the quality of all mineral sand products will be considered after the tender award.**

**4.6.4** The currency of bid and settlement of payment is United Staes Dollars (USD) only.

**4.6.5** The validity period of bid shall be a total of **75** calendar days (**27/04/2026**) from the date of opening of bids.

**4.6.6** The bid security is refundable and amount will be on the products and tonnage on purchase as specified in the section 2, Invitation for Bids. The bid security is a fixed amount for each Mineral Sands product. Therefore, the value of the bid security remains unchanged depending on the quantity of the product. The bid security should be in cash or by bank guarantee (Specimen Bid Guarantee Form is enclosed with bidding document) issued by licensed Commercial Bank in Sri Lanka against the counter guarantee of buyer's Bank which is a reputed one acceptable to the seller.

The bid security in cash should be remitted by fund transfer or telegraphic transfer to the **United States Dollar Account 73449850 (Swift Code – BCEYLKLX)** maintained by the seller at the Bank of Ceylon, Corporate Branch, BOC Mawatha, Colombo – 01, Sri Lanka. The bank guarantee should be unconditional and confirmed by the Bank registered under Central Bank of Sri Lanka and it should be furnished in favour of Chairman, Lanka Mineral Sands Ltd and payable on first demand of the Seller. The payment on bid security should have credited of the seller's account before 09.30 a.m. Colombo, Sri Lanka on **10/02/2026**. Therefore, the buyer should take prior arrangements to remit this payment in advance and ensure the credit of same to the seller's account through their bankers. The credit advice or original bank guarantee should accompany the Bid Form.

The Bank Guarantee furnishing as a bid security, it should remain valid for the period of **90 days** from the date of bid opening for all type of products.

**4.6.7** The documents accompanied the bid are as follows.

- i) Proven document for particular bid security (copy of TT/Fund transfer or original bank guarantee)
- ii) Certified copy of valid company/business registration alone with the associated documents of Shareholder's, owner's specimen signatures therein to be proved authority
- iii) Certified copies of National Identity Card/ Passport of the head of company/ business entity and the signatory.
- iv) Authorization for representative if authorization is granted to work on behalf of the owner/ shareholders and (if applicable)
- v) Certified copy of the corrective agreement of the Consortium/ Association/ Joint Venture (if applicable) by designating of leading party so as to grant authorization to work on
- vi) Certified copy of valid Trading Licence on export of Mineral Sands (Only for the Local Buyer)

**4.6.8** At any stage of payment through bank, such as letter of credit opening charges, letter of credit amendment charges and documentation handling charges levied by the bank at any time should be incurred by the Buyer/Bidder.

**4.6.9** The buyer may review the Greenwich Mean Time (GMT) and ensure to post the exact time at their location that is corresponding to the deadline 10.00 a.m. Colombo, Sri Lanka on **10/02/2026** at the sending of bid.

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

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

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

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

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

**4.8.2.** The single Portable Document Format – Adobe Acrobat (PDF), prepared as detailed in the paragraphs 5 & 6 of Section 2, Invitation for Bids, should be sent on email to receive at 10.00 a.m. of Colombo, Sri Lanka on **10/02/2026** to receive email [tender@lmsl.gov.lk](mailto:tender@lmsl.gov.lk) with copy to [lmslmineraltender@gmail.com](mailto:lmslmineraltender@gmail.com)

**4.8.3.** Where the alteration is in the filling of bid form, in the bidder should initiate for the same. In such no initiation, the bid may be rejected.

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

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

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

**4.10.1** The bids shall be opened at the Auditorium of the Ministry of Industry and Entrepreneurship Development P.O. Box 570, No. 73/1, Galle Road, Colombo 03, Sri Lanka at 10.15 a.m. on **10/02/2026** as specified in the Section 2, Invitation for Bids.

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

#### **4.11 BID EVALUATION & CRITERIA**

**4.11.1** The Standing High Level Procurement Committee with the assistance of Bid Evaluation Committee will review the evaluated best prices of the Mineral Sands products and the quality of Mineral Sands products and further, be considered to sell the products at which the evaluated best bid price. However, on sale of Ilmenite and Zircon Concentrate, seller will consider to make a priority to the bidder who submitted the bid for the total tonnage where the bid price is highest.

**4.11.2** The price of the bid is taken for evaluation except the royalty that is to be paid by the buyer. Each bid substantially responsive which are up to the stage of the evaluation is compared with the world market prices to determine the acceptance bid price. To assist in the examination, evaluation of the bids, and post qualification of the bidder, the seller may not, at request any bidder for a clarification.

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

**4.11.4** The bids are evaluated by considering the world market prices compared to the quality of product on sale. The bid price at a best will be the most significant factor in the determination of award. However, even if several bids are received that can be considered, or even if several bids are received above the evaluated product price, only the highest bid price will be considered for awarding the tender.

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

**4.11.6** The bid being the highest will not be the price of acceptable for award of sales tender. The bid which has been determined up to the stage of the evaluation, substantially responsive and highest-evaluated and finally approved by the Standing High Level Procurement Committee releasing the determination will be the bid price at awarding of sales tender. Based on the determination of the Standing High Level Procurement Committee, the Cabinet of Ministers reserves the right to award the tender or cancel.

#### **4.12. SALES AWARD & CONTRACT**

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

**4.12.2** The consideration on award of tender is given in the highest bid only.

**4.12.3.** Seller will convey the notification on award to the successful buyer/s after finalization of Bid Evaluation report by the SHLPC. The notification will consist of the letter of award with the specific terms & conditions of sales contract for acceptance of the successful bidder. The acceptance to the award should be submitted by the successful buyer in writing to the seller within 3 working days from the date of receipt of the notification on award or intimation of award.

**4.12.4** The proforma Invoice will be issued for all Mineral Sands products excluding Ilmenite within 03 working days after produced the Performance Bond by the Buyer. For Ilmenite the proforma invoice will be issued within 03 working days from accepting the tender award.

**4.12.5.** The seller & buyer will enter into the contract agreement on sale and purchase of the product and it will constitute and bind upon consecutive order of submission of bid by the bidder, issues of notification on award by the seller to the successful bidder, submission of the buyer's acceptance to notification on award in writing and within 03 working days after producing the performance bond by the buyer, will issues the proforma invoice by the seller. The other documents and correspondence dealt with the both parties buyer and seller and the terms and conditions of the bidding document will be the evidence for governing the contract agreement.

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

**4.12.7** The seller will also reserve the right to award of sale tenders on sale of products at the acceptable bid on the decision & discretion of the Cabinet of Ministers based on the determination of the Standing High Level Procurement Committee or cancel the sales tender at the bid not up to the acceptable level.

#### **4.13. CONTRACT PRICE, PAYMENT TERM & SETTLEMENT OF PAYMENT**

**4.13.1** The Bidder shall be responsible to pay the contract value/amount (Unit price x awarded quantity) and applicable taxes and levy in addition to the royalty payable on Mineral sands products. As per the regulations the Government Royalty is 9% of FOB value on exports and 7% for local sales. The royalty should be paid by the buyer. The buyer should pay the relevant amount of royalty in addition to the bid price. The Proforma Invoice will be issued with adding the relevant royalty payment.

**4.13.2** The payment term is 100% at sight Irrevocable and Confirmed Letter of Credit. The letter of Credit should be opened within five (05) working days from the date of proforma invoice.

The buyer shall be liable to furnish a performance security 2% of the total tender value for all mineral sand products excluding of Ilmenite within 03 working days accepting the tender awarding letter on the sale. (**N.B. the payment made in cash upon submission bid security could also be used for furnishing performance security**).

The performance security will also be accepted in the form of bank guarantee issued by licensed Commercial Bank in Sri Lanka against the counter guarantee of buyer's Bank which is a reputed one acceptable to the seller. Performance security should be the unconditional and payable at any time before deadline on submission of demand/ request by the seller to the bank.

The bank guarantee furnishing as a performance security should remain valid from the date of performance security until the following time period.

IN.NO	PRODUCT	TIME PERIOD
01.	ILMENITE	90 CALENDAR DAYS
02.	RUTILE, ZIRCON, HITI ILMENITE <b>GODOWN STOCK</b> , HITI ILMENITE <b>OPEN YARD STOCK</b> , CRUDE RUTILE OVERSIZE AND HYDROSIZER FINES	30 CALENDAR DAYS
03.	ZIRCON CONCENTRATE	60 CALENDAR DAYS

**4.13.3** The buyer shall be liable for any delay in the opening of the Letter of Credit. Where the request for extension is from the buyer, it will be accepted only under acceptable reasons prevalent. The extension if any, it will be limited to 05 days maximum.

**4.13.4** The failure of successful bidder either to submit their acceptance to the contract award or open 100% at sight irrevocable and confirmed Letter of Credit within the stipulated time frame will constitute sufficient ground for the annulment of the award and forfeiture of the bid security and or performance security.

The bid security is released immediately after the buyer/bidder furnished the performance bond, and the performance bond is released after the sale process is completed and the seller receives the total tender value.

#### **4.14. TAXES AND DUTIES**

**4.14.1** The export customs clearance and any other charges incurred at the Ports and Customs are on account of the buyer upon delivery of the product on the term of Ex-Works, Pulmoddai.

**4.14.2** The seller issues the Tax Invoice on sale of product. The government taxes, CESS, & other levy on purchase of product & export should be borne by the buyer or seller as per the delivery term of the products and their responsibility. The value added tax (VAT) is 18% of the total value of the sales contract. According to the amendments made by the Government in October 2025, Value Added Tax (VAT 18%) also be paid on Royalty. Therefore, the Local buyer should pay the Value Added Tax (VAT 18%) on Royalty. The foreign buyer should pay the Royalty payment 9% on FOB value. The levies, taxes and license fees are subject to imposed and revised by the Government time to time.

**4.14.3** Where there is any compensation of product, the expenses incurred upon provide of the subsequent documentary incidental thereto viz, taxes, levies, royalty and license fees shall also be borne by the buyer.

#### **4.15. DISCHARGE OF BID SECURITY**

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

**4.15.2.** No sooner the intimation of the notification on award of sales tender, the bid security of the unsuccessful bidder is released within 10 days upon receipt of request from the unsuccessful bidder in writing for withdrawal of their bid security.

**4.15.3** The bid security and performance security of successful bidder will be released only after the seller (LMSL) received the total tender payment and completion of sales process within which the period approved and fulfillment of the obligations of the buyer thereon. Where there is failure of the bidder/buyer for execution of the obligations, bid security or performance security will be forfeited.

## **4.16. PERFORMANCE SECURITY**

**4.16.1** The buyer shall not furnish or provide a performance security unless otherwise requested specially in the sub-clause 4.13.3 of the clause 4.13, Contract Price, Payment Term & Settlement of Payment. The full value of the sales tender settled by the buyer will thereafter, be the performance security for rest of obligations of the buyer until completion of the obligations of the sales contract.

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

## **4.17 TRANSPORTATION**

**4.17.1** Where the sales tender is awarded on Ex works basis, the inland transport will be under responsibility of the buyer and the seller is responsible only to provide necessary documents for obtaining of the transport license. The foreign buyer may see about to entrust the inland transport and other export services to the transporter and to the freight forwarder.

The buyer should be complied with the conditions of bidding document, awarding letter and sales contract and clear the stock purchased within the stipulated period related to the seller's loading capacity. Further, buyer should prevent any delays of agreed financial transactions.

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

## **4.18. PACKING & CLEARENCE OF STOCK**

**4.18.1** The buyer is liable to provide the suitable containers/vessels for loading following the responsibility vested on to avoid the waste of product.

**4.18.2.** The stock will be issued on request of the buyer and should commence the clearance of stock purchased within the approved time. Clause 4.18.6.

**4.18.3** The maximum loading capability is 750MT per day for loose bulk containerized cargo.

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

**4.18.5** The product is issued with the weight certificate of Weigh Bridge calibrated periodically by the reputed institution approved by the Government. Therefore, no weight variance arisen at the buyer's destination is accepted by the seller.

**4.18.6** The approved period for removal of the stock is as follows and the effective will be considered as the date of issuing the Letter of Credit.

- a) 10 days for the stock > 500MT ≤ 1,000MT
- b) 20 days for the stock > 1,000MT ≤ 2,000MT
- c) 30 days for the stock > 2,000MT ≤ 3,000MT
- d) 40 days for the stock > 3,000MT ≤ 4,000MT
- e) 50 days for the stock > 4,000MT ≤ 5,000MT
- f) 60 days for the stock > 5,000MT ≤ 10,000MT
- g) 70 days for the stock > 10,000MT ≤ 20,000MT
- h) 80 days for the stock > 20,000MT ≤ 30,000MT
- i) 90 days for the stock > 30,000MT ≤ 40,000MT
- j) 100 days for the stock > 40,000MT ≤ 50,000MT

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

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

**4.18.9** At the exports of the products by the buyers, Original Bill of Lading and CUSDEC (party's copy) should be submitted to the seller for every consignment for issuing shipping documents as per the Letter of Credit and record of the seller and return the original export license and inland transport license issued by seller itself or through their agents. The seller, notwithstanding to the order placed with the buyer, reserves the right to decide for authenticating of the Bill of Lading in each consignment cleared for export by the buyer.

If the buyer will not submit the original CUSDECS and Inland Transport Permits even after cleared & complete the export, it will be considered as failure and default to be adhered for the instructions of the seller and an appropriate action will be taken by the seller either by imposing suspension for participation in the next sales or ban for considerable period. Further, it may extend to blacklist of the company for participating in the sales.

**4.18.10** The buyer should make every effort to clear the stock within the particular period pursuant to sub-clause 4.18.6 specified above and is liable to clear the entire stock within the approved period under sales contract unless otherwise extension has been granted by the seller. The demurrage will be levied at USD2.00 Per MT or equivalent in LKR for retaining the stock per week after expire of stipulated period.

The stock retaining under demurrage will strictly be limited as follows.

In No	Quantity (MT)	Maximum Days
01.	500 – 5,000	5 days
02.	5,000 – 20,000	10 days
03.	20,000 – 50,000	15 days

It will be subject to mandatory demurrage and accordingly, seller reserves the right to recover the demurrage from the stock purchased by the buyer in the event of failure of the buyer to settle the demurrages. Where the stock remaining further after completion of particular period, the seller reserves the right to forfeit of the stock remaining and terminate the sales contract.

**4.18.11** The seller will issue the copy of export license and shipping documents which requested by the letter of credit such as Commercial invoice, certificate of origin, packing list, weight certificate, preferential / free trade agreement (if required), and other documents applicable in term of delivery term referred to sub-clause 4.5.3 of clause 4.5, Responsibility of Buyer & Seller.

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

## **4.19. CONTRACT DOCUMENTS**

**4.19.1** Subject to the order of precedence set forth, the Sales Contract constitutes with the bidding document, the bid submitted by the bidder, award of sales tender by the seller, the acceptance of buyer to award and the proforma invoice will be issued within 03 working days after the buyer provide Performance Bond for all mineral sand products excluding Ilmenite. Please refer clause

4.12.5. All documents forming the contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The sales contract shall be read as a whole.

#### **4.20 LANGUAGE**

**4.20.1** The contract as well as all correspondence and documents relating to the contract exchanged by the seller and the buyer, shall be written in English language. Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages certified by an authorized translator in the language specified, in which case, for purposes of interpretation of the contract, this translation shall govern.

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

#### **4.21 JOINT VENTURE, CONSORTIUM OR ASSOCIATION**

**4.21.1** If the buyer is a joint venture, consortium or association all of the parties shall be jointly and severally liable to the seller for the fulfillment of the provisions of the contract and shall designate one party to act as leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the seller.

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

#### **4.22. SPECIFICATION AND STANDARDS OF THE PRODUCT**

**4.22.1** The composition of minerals of the product guaranteed are certified to the specifications provided. The product is, unless otherwise stated as “Quality of other product can be varied” delivered on guarantee, in pursuant to sub-clause 4.5.1 of clause 4.5 Responsibility of Buyer & Seller.

**4.22.2** The product, offered for sale in terms of “Quality of other product can be varied” will be delivered “as is” in the existing condition. However, the moisture in such a product will be analyzed at the delivery of product and the moisture above 2% if any will be compensated by the same stock pile. No grievances regarding the quality of any products will be considered after the tender award.

#### **4.23. INSPECTIONS AND TESTS**

**4.23.1** The seller shall, at its own expenses and at no cost to the buyer carry out analysis and/or inspection of the stock at the Seller’s premises before the submission of the bids subject to the warranty discussed in the Section 3, Specifications of Products. If the buyer needs to analyze the product on their own expenses, the seller will grant permission for their analysis.

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

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

#### **4.24. ELIGIBILITY OF THE PRODUCT**

**4.24.1.** All stock delivered under this contract shall be complied with the specifications provided and the tonnage as well.

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

**4.24.3** If the seller has decided for compensation of the product, additional quantity of the product corresponding to the default accepted by the seller, the additional expenses incurred for removal of the products and exports and incidental thereto should be borne by the buyer.

#### **4.25 GOVERNING LAW**

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

#### **4.26. SETTLEMENT OF DISPUTES**

**4.26.1** The seller and the buyer must take every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

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

**4.26.3.** Notwithstanding any reference to arbitration herein,

- (a) The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
- (b) The buyer shall pay the Seller any monies due the Seller.

#### **4.27. CONFIDENTIAL INFORMATION**

**4.27.1** The seller and the buyer shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the contract.

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

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

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

## **4.28. INSURANCE**

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

## **4.29. FORCE MAJEURE**

**4.29.1** The seller will be liable for forfeiture of buyer's performance security, liquidated damages wholly or partly 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.

**4.29.2** For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Seller that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Seller. Such events may include, acts of the seller in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes including inland transport of seller's end.

**4.29.3** If a force majeure situation arises, the buyer shall promptly notify the seller in writing of such condition and the cause thereof. Unless otherwise directed by the seller in writing, the buyer shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**4.29.4** Any pandemic is exemption of the force majeure unless otherwise inland transport restriction or total lockdown to the normal functions of the public is declared by the Government of Sri Lanka.

**4.29.5** The Standing High Level Procurement Committee is the decisive Authority for inquire into the situation of force majeure on receipt of notification of buyer with the reasons & cause thereof for their failure in execution of the contract obligations reasonably and release decision without prejudice to the sub clause 4.29.1 above.

## **4.30. EXTENSION OF TIME DEMURRAGES**

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

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

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

## **4.31. TERMINATION**

### **4.31.1 Termination for Default**

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

- i) if the successful bidder fails to open 100% at sight irrevocable and confirmed Letter of Credit within stipulated time frame or within any extension thereof granted by the seller.
- ii) If the buyer fails to remove and clear any or all of the stock within the period specified in the bidding document, awarding letter and sales contract, or within any extension thereof granted by the seller.
- iii) If the successful bidder/buyer fails to perform any obligation under the sales contract; or breach the terms and conditions stipulated to the bidding document or awarding letter.
- iv) If the buyer, in the judgment, the seller has engaged in practices unethical, fraud and corruption in completing for or executing the sales contract as defined in sub-clause 4.2.1, 4.2.2 & 4.2.3 of clause 4.2 Ethics, Frauds & Corruptions under Section 4 Terms & conditions.

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

**4.31.3** Where the breaching of obligations of the buyer and deliberately causing loss to the seller and dishonor, Standing High Level Procurement Committee could take appropriate actions either by disciplinary or legally in addition to the annulment of the award of tender. The Standing High Level Procurement Committee will be decisive Authority at any resolution sought on the post administrative work of tender those arisen beyond the provisions discussed in the bidding documents.

## **4.32 ASSIGNMENT**

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

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

## SECTION 05 - BIDDING FORMS AND CONTRACT FORMS

### a) BID SUBMISSION FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted.]

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

Tender No..... [insert number of bidding process]

To: ..... [insert complete name of Seller]

.....  
We, the undersigned, declare that:

- 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 the bid to purchase in conformity with the Bidding Document and in accordance with the removal of goods within time frame specified in the Section – 4 , 4.18.6 on sale of.....  
.....[insert a brief description of the Goods]:
- c) The total value of our Bid offered without applicable Royalty is USD..... [insert the total value figure (qty x rate) ]  
.....  
.....[ insert in words ]; at a price of USD .....per MT for....., USD .....per MT for....., USD .....per MT for..... and USD .....per MT for .....on Ex works, Pulmoddai [insert the rate of bid prices in words only];
- d) Our bid shall be valid for a period of ..... days pursuant to Clause 4.6.5 of Section -4, Terms and Conditions of sale from the Date fixed for the bid submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period;
- e) If our bid is accepted, we commit to purchase and remove on time the awarded product(s) through the 100% at sight irrevocable and confirmed letter of credit for given in the proforma invoice raised by the seller;
- f) We have no conflict of interest in accordance with clause 4.4.1 of Section -4, Terms and Conditions of sale.
- g) Our firm, for any part of the contract, has not been declared blacklisted by any statutory bodied.
- h) 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
- i) We understand that you are not bound to accept the highest evaluated bid or any other bids that you may receive.

..... [insert signature of person whose name and capacity are shown]

..... [insert the legal capacity]

..... [insert full 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]

**b) BID FORM**

THE GOVERNMENT OF DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF INDUSTRY AND ENTREPRENEURSHIP DEVELOPMENT

**LANKA MINERAL SANDS LIMITED****BID FORM**

Bid Reference No.: LMS/MKT/TDR/26/01

**DETAILS OF THE BIDDER**

Name of Proprietor : ..... Passport No. ....

Name of the Company: .....

Address: .....

Telephone General..... Fax..... Mobile T.P. ....

Email..... Website.....

WhatsApp/WeChat of the Head of Company.....

IN NO	PRODUCT	QUANTITY OF PRODUCTS ON SALE (MT)	DELIVERY TERM	REQUIRED QUANTITY (MT) (PLEASE MENTION THE QTY)	THE AMOUNT OF BID SECURITY IN USD	BID PRICE PER MT IN USD (EX-WORKS) (IN FIGURE CLEARLY)
01.	Ilmenite Pulmoddai warehouse stock TiO <sub>2</sub> - 50% - 51% Moisture – 0.50% Max HS Code 26140010	50,000	Ex - works Pulmoddai		30,000	
02.	Zircon ZrO <sub>2</sub> – 65% - 67% Moisture – 0.50% Max HS Code 26151000	900	Ex - works Pulmoddai		17,500	
03.	Rutile TiO <sub>2</sub> – 95% - 97% Moisture – 0.50% Max HS Code 26140020	1,500	Ex – works Pulmoddai		15,000	
04.	HiTi Ilmenite ( <b>Godown stock</b> ) TiO <sub>2</sub> - 59% - 61% Moisture – 1.00% Max HS Code 26140010	2,400	Ex works Pulmoddai		10,000	
05.	HiTi Ilmenite ( <b>Open yard stock</b> ) TiO <sub>2</sub> – 57% - 60% Moisture – 2.00% Max HS Code 26140010 (as is in the existing stock)	4,000	Ex - works Pulmoddai		20,000	

06.	Zircon Concentrate Ilmenite – 3.00% - 4.00% Altered Ilmenite 3.50% -5.00% Rutile – 8.00% - 10.00% Zircon – 25.00% - 35.00% Moisture 2.00% Max HS Code 26151000 (as is in the existing stock)	20,000	Ex - works Pulmoddai		50,000		
07.	Crude Rutile Oversize Ilmenite 27.08% Rutile 21.88% Zircon 11.51% Garnet 10.94% Moisture 2.00% Max HS Code 26140090 (as is in the existing stock)	6,000	Ex - works Pulmoddai		22,000		
08.	Hydrosizer Fines Ilmenite 02.62% Rutile 11.39% Zircon 24.50% Garnet 0.35% Moisture 2.00% Max HS Code 26151000 (as is in the existing stock)	4,000	Ex works Pulmoddai		25,000		

#### FINANCIAL INFORMATIONS:

##### 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.....  
.....  
.....

## 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 proforma 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 needs to be duly filled in block letters.
2. Completed bidding form need to be submitted through e-mail contacts (Submit to email [tender@lmsl.gov.lk](mailto:tender@lmsl.gov.lk) and copy to [lmslmineraltender@gmail.com](mailto:lmslmineraltender@gmail.com)
3. Certified copy of valid company/business registration.
4. Certified copies of Valid Passport and National Identity Card.
5. Certified 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.

### c) SPECIMEN BID GUARANTEE FORM

[This Bank Guarantee form shall be filled in accordance with the instructions indicated in brackets]

----- [ Insert issuing agency's name and address / branch or office]

Beneficiary: ----- [ Insert name & address of Beneficiary]

Date: ----- [insert (by issuing agency) date]

Bid Guarantee No.: ----- [insert (by issuing agency) number]

We have been informed that -----

[insert (by issuing agency) name of the Bidder; if a joint venture, list complete legal names of partners] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert date (by issuing agency)] (hereinafter called "the Bid") for the purchase of ----- [insert name of product (s)] under Invitation for Bids

No. ----- [insert Tender number]

Furthermore, we understand that, according to your conditions, Bids must be supported by a Bid Guarantee.

At the request of the Bidder, we ----- [insert name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [insert amount in figures] -----

----- [insert 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 Bid Evaluation Criteria or
- c) having been notified of the acceptance of its Bid by the Purchaser/ Buyer during the period of bid validity,
  - (i) fails or refuses to execute the Sales Contract, if required, or
  - (ii) fails to furnish a performance bond 2% of the total tender value for all mineral sand products except Ilmenite stock within 03 working days accepting the tender awarding letter on the sale and fails to furnish performance bond 2% of the total value of Ilmenite stock within 10 working days of the date of proforma invoice. Clause no 4.13.3.
  - (iii) fails or refuses to open the Letter of Credit within 05 working days from the date of proforma invoice. Clause no 4.13.3

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed 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 unsuccessful, 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 representative(s)]

#### d) CONTRACT AGREEMENT

This contract Agreement is made the ..... day of .... 2026

by and between,

(1)..... a company registered under the Company Act ..... The Democratic Socialist Republic of Sri Lanka and having its principal place of business at ..... Sri Lanka (hereinafter called "the Seller"), and

(2)..... bearing registration No. ..... and having its principal place of Business at ..... (Hereinafter called "the Purchaser")

WHEREAS modus operandi in the contract agreement is that the seller invites bids for sale of .....MT. of ..... under tender no LMS/MKT/TDR/26/01 (here after called and referred to as "the product") and the successful bidder (hereafter called and referred to as "purchaser") upon a price inclusive of all relevant taxes (herein after called and referred to as "contract value") adhering to the tentative schedule embodied in the Bidding Document and both seller and Purchaser agree that this contract agreement to term as a forward sales agreement of which shall last for a period of ..... from the date of signing.

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 Terms & Conditions of Contract referred to as follows:
  - a) "Contract" means the Contract Agreement entered into between the Seller and the Buyer, 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 thereto.
  - c) "Contract Price" means the price payable to the Seller as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
  - d) "Day" means calendar day unless otherwise specified the day in details. The working days will be the official days in Sri Lanka on which banks are opened for business.
  - e) "Completion" means the fulfillment of the supply / shift of Goods to the destination specified and completion of the Related Services by the Seller and buyer in accordance with the terms and conditions set forth in the Contract.
  - f) "T&C" means the Terms & Conditions.
  - g) "product/goods" means all of the commodities and/or other materials that the Seller is required to supply to the buyer under the Contract and buyer is to remove.
  - h) "Successful Bidder" means the entity selected by the seller for Selling Goods and accepted the award and related services.
  - i) "Related Services" means the services incidental to the supply of the goods, such as delivery of goods, removal of goods and documentary works on transport, exports and other such obligations of the Seller and Buyer under the Contract.
  - j) "Seller" "IRZ Plant Pulmoddai" means the Factory of Lanka Mineral Sands Ltd.
  - k) Buyer/Purchaser means the bidder who was successful in the bid and accepted for award of sales tender on purchasing of any product and its certain stock.
  - l) "IRZ plant" where applicable, means the place named in the tender document as the delivery point of goods on ex works Pulmuddai basis and the place of stored the mineral products for delivery.
  - m) "Global Market" means the prices & market intelligence that is published over the activity on buying or selling of heavy mineral sands products by the party renowned & reputed in the heavy mineral sands industry acceptable to LMSL
  - n) "Stock /Goods means the products reserved for buyer for sale.

o) "Buyer/ Purchaser" means the bidder who was successful in the bid and accepted for award of sales tender on purchasing of any product and its certain stock and "Foreign Buyer" is the party/person who submit the bid under a company/legal entity registered outside Sri Lanka.

2. Seller and Successful bidder agree that the following documents listed below is which is an integral part of the tender procedures in respect of this transaction and pledge to adhere and to respect to the terms, conditions, rulings and requirements of the documents that are integrated to this sale and purchase agreement and undertake not to violate any of these conditions.

A). Tender Notice

B). Bidding Document consist with the following supporting documents

- a) Invitation for Bids
- b) Specifications of products on sale
- c) Terms & Conditions
- d) Bid Submission Form
- e) Bid Form with other relevant documents submitted with bid form and bid submission form
- f) Specimen Bid Guarantee Form

C) Notification of award of the Seller and Acceptance of Buyer for the same

D) Performance Bond

E) Proforma Invoice

3. Buyer may covenant to pay the Seller in consideration of the provision of award of the tender on sale of product and due services and the remedying of defects therein, the contract value or such other sum as may become payable under the provisions of the contract at the time and in a manner prescribed by the bidding document.

4. Seller undertakes to supply of .....MT of .....within a stipulated period mentioned in the clause 4.18.6 of Section- 4 T&C and to ensure the loading without delay and to consider for extension where there is any delay occurred at the end of Seller

5. The Buyer undertakes to remove the stock within the .....days of period mentioned in clause 4.18.6 of Section 4 T&C and pursuant to clause 4.18.10 of Section -4 T&C unless otherwise extension for removal of the product was not provided by the Seller.

6. Seller will issue relevant documents declared in Letter of Credit such as commercial invoice, the certificate of origin, packing list with the weighing certificate for the product issued and cleared for export, quality certificate for the product of guaranteed (Specifications), the copy of export license when required and regulatory permits as required to the buyer other than quarantine Certificate for each consignment of the product on receipt of the bill of lading to the Seller.

7. No grievances regarding the quality of the relevant mineral sands will be considered after the tender award.

8. At any defaults of the buyer by non- executing of the obligations & responsibilities vested with and breaching of Terms & Conditions of the contract, the Seller reserves the right to terminate the contract and finally, cancel the tender awarded recovering any payment payable by the buyer to the Seller in the bid security/ performance security unless remedial actions is taken at the buyer's end.

9. The Contract shall be governed by and interpreted in accordance with the laws of the Democratic Socialist Republic of Sri Lanka. Any disagreements or disputes arising between Seller & Buyer in connection with the contract are resolved amicably by direct informal negotiation.

The Arbitration may be commenced prior to or before delivery of the product under the Contract. Arbitration proceedings shall be conducted in accordance with the Arbitration Act No: 11 of 1995. The place of arbitration will be in Colombo, Sri Lanka.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed in accordance with the laws of Democratic Socialist Republic of Sri Lanka on the day, month and year indicated above.

For and on behalf of the Seller

1. ....

2. .... *(Signature)*

.....

..... *(Name in Full)*

In the capacity of Chairman

In the capacity of Director

in the presence of Mr. .... General Manager.....

NIC /Passport No..... issued on .....

Signature .....

*Common seal of Seller*

for and on behalf of the Buyer

1. ....

2. .... *(Signature)*

.....

..... *(Name in Full)*

Authorized Signatory

Authorized Signatory

In the capacity of .....

.....

In the presence of Mr./ Mrs. ...., ..... *(capacity)* of .....

NIC/ Passport No..... Issued on (*date*) .....

Signature.....

*Common seal of buyer*