

Democratic Social Republic of Sri Lanka
Ministry of Agriculture, Livestock, Land and Irrigation



MAHAWELI AUTHORITY OF SRI LANKA

BIDDING DOCUMENT

for

**INVITING INVESTORS FOR REMOVING DEPOSITED MATERIALS AND SAND
EXTRACTION IN THE HALAMBA WEWA IN SYSTEM "L"**

CONTRACT NO: DDG/TS/CON/L/DESILT/59

MARCH, 2026

Name Of the Investor	
---------------------------------	--

CONTENTS

				PAGE NO
1.0	INSTRUCTIONS TO TENDERERS			01-04
2.0	TERMS OF REFERENCES (TOR)			05-12
3.0	STANDARD FORMS (CONTRACT)			
	❖	FORM OF AGREEMENT		13-14
4.0	TENDER NOTICE			15-17
5.0	BID SUBMISSION FORMS			18
6.0	SCHEDULE			19
7.0	PRICE QUOTATION			20
8.0	FORMS OF BID SECURITY			21-22
9.0	METHOD STATEMENT (PROJECT PROPOSAL)			23
ANNEX	I	-	PROJECT BRIEF	24
ANNEX	II	-	FINANCIAL SITUATION	25
ANNEX	III	-	AVERAGE ANNUAL	
			TURNOVER	26
ANNEX	IV	-	MACHINERY AND	
			EQUIPMENT INVENTORY	27
ANNEX	V	-	STAFF DEPLOYMENT PLAN	28

MINISTRY OF AGRICULTURE, LIVESTOCK, LAND AND IRRIGATION

MAHAWELI AUTHORITY OF SRI LANKA

INSTRUCTIONS TO TENDERERS

1. INTRODUCTION

The Mahaweli Authority of Sri Lanka (MASL) plans to implement a payment-based desilting and sand extraction program in collaboration with selected investors for 20 medium and minor tanks in System L, through National Competitive Bidding (NCB). Implementation is subject to approvals from relevant regulatory bodies, including the Department of Archaeology, Central Environmental Authority (CEA), Geological Survey and Mines Bureau (GSMB), and others as required. The program will include both newly identified and previously deferred sites, selected through technical evaluations, stakeholder consultations, and regional assessments. A designated Technical Evaluation Committee (TEC) will assess investors based on their qualifications, experience, and operational capacity to ensure compliance with MASL's technical and regulatory standards.

2. DESCRIPTION OF TANKS

No	Name of Tank	Block / System	Approximate Quantity of Deposit materials (Cubes)
1	Halamba Wewa	System "L"	61,600.00

3. SITE INSPECTION

The Bidder/Investor should inspect the site before submitting their offers and fully acquaint once with the condition of the site, availability of infrastructure facilities for the intended development, condition of the tender so that any difficulties for particular for features may be noted and get clarified.

4. TENDER DOCUMENTS

4.1 Prospective Bidders can obtain the Bidding Documents by a written request on a company/firm letter head, addressed to the Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 **from 05.03.2026 up to 19.03.2026 from 9.30 hrs to 15.00 hrs** on working days, on payment of a non-refundable tender of Rs. 13,500.00 per set of Bidding Documents.

4.2 Documents with Conditions and Details for quotations may be inspected free of charge at the office of Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 on normal working days **05.03.2026 up to 19.03.2026 from 9.30 hrs to 16.00 hrs.**

4.3 Further details could be obtaining from Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, during office hours – Telephone: 0112-696436,047-2230974

5. SUBMISSION OF TENDERS

5.1 Tender(s) shall be duly signed by the Tenderer and submitted on the Form of Tender issued by the MASL.

5.2 Tenders shall be placed in two separate sealed envelopes marked “Original” and “Duplicate” and shall be sent under one registered cover address to Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, to reach him on or before **20.03.2026 at 11.00 a.m.** or deposited in the Tender Box made available at the Procurement Division, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, prior to the closing time specified.

The sealed cover in which the tender are enclosed should be marked **“Tender for the inviting investors to removing deposited materials and sand extraction in the Halamba Wewa in System “L”** On the top left corner of the cover.

5.3 The tender shall accompany with a copy of Business Registration (Annex I)

5.4 The Tender shall submit financial situation & Annual Turnover as per from FIN 3.1 & FIN 3.2 (Annex II & III)

5.5 The tender shall be accompanied by a Comprehensive Project Proposal, as outlined in Clause 27 of the attached Terms of Reference (TOR).

6. ACCEPTANCE/REJECTION OF TENDERS

6.1 Tenders must be duly signed and accompanied by, a Bid Security obtained from a reputed bank registered in Central Bank of Sri Lanka acceptable to the MASL in favor of Mahaweli Authority of Sri Lanka for a sum **Rs. 832,000.00** and valid for a period of **119** days from the date on which the tender is to be closed. (Specimen form of Bid – bond is in annexure)

No Tenders will be considered unless it is accompanied by the aforesaid documents.

- 6.2 The Chairman, Department Procurement Committee will reserve the right to accept or reject any or all Tenders received and have the right to select any Tender in a manner which will be most advantageous to the MASL. Considering the quoted price.
- 6.3 Successful Tenderers will be notified through registered post to the address given by him in the tender.
- 6.4 If the successful tenderer withdraws from the contract or fails to proceed with the agreement before making the initial advance payment for the first one thousand (1,000) cubes of extracted sand calculated as the royalty fee per cube equivalent to the Bid Rate specified in the Price Quotation multiplied by 1,000 cubes, the full amount of the bid bond submitted by the tenderer shall be forfeited to the Mahaweli Authority of Sri Lanka.
- 6.5 The bid security of the unsuccessful tenderers will be returned to them after the successful tender submitted the initial payment stated in above item.
- 6.6 The refundable Restoration Fee, as specified in the table under Clause 23 of the TOR related to the contract, shall be deposited with the Mahaweli Authority of Sri Lanka (MASL). This fee will be held as security to cover any potential damage to the land arising from washing deposited material for sand extraction and/or for failure to restore the tank bed to a clean and acceptable condition upon completion of the project.
- 6.7 **An Unconditional Performance Security** in the form of a bank guarantee from a bank registered under the Central Bank of Sri Lanka or Construction Guarantee Fund, **valued at Rs..... (5% of the Contract Price). This Performance Security must remain valid for twenty-eight (28) days following the expiration of the Contract Period, including any approved extensions.** The Mahaweli Authority of Sri Lanka (MASL) is entitled to encash the Performance Security as a penalty should the Investor/Contractor fail to complete the work as agreed.

7. CLOSING AND OPENING OF TENDERS

- 7.1 Sealed Tender should either be sent by Registered post addressed to the Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, to reach him on or before **20.03.2026 at 11.00 a.m.** or deposited in the Tender Box made available at the Procurement Division, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 before **20.03.2026 at 11.00 a.m.**
- 7.2 Late Tenders will not be entertained.

7.3 Tender will be closed at **11.00 a.m. on 20.03.2026** at the Procurement Division, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 and be opened immediately thereafter.

7.4 Tenderer or his/her authorized representative will be permitted to be present at the opening of tenders.

8. PRE-BID MEETING

8.1 Investor should familiarize themselves with local conditions of the relevant tank location. The Investors are encouraged to visit the site before submitting the bid and attend the pre-bid meeting as specified below.

8.2 A Pre-bid meeting will be held at 10.00 a.m. on 11.03.2026 at the office of Resident Project Manager, Resident Project Manager's Office, System L. For further inquiries, please contact the Resident Project Manager's Office

Tel : 025 2255146 – Deputy Residential Project Manager (Technical Services) – System L

TERMS OF REFERENCE (TOR)

1. The Investor/Contractor hereby acknowledges and agrees that failure to comply with the directives, terms, or conditions stipulated herein shall constitute a breach of this Agreement. Such non-compliance may result in the imposition of legal and administrative actions by the Mahaweli Authority of Sri Lanka (MASL), including but not limited to the termination of Contract, forfeiture of any Bid/Performance bonds, deposits, or advance payments, and the recovery of any losses or damages incurred by MASL as a consequence of such breach. MASL reserves the right to enforce this provision in full, without prejudice to or limitation of any other rights, remedies, or actions available to it under this Contract, applicable laws, or regulations in force.
2. The selected Investor/Contractor shall enter into a formal agreement with the **Mahaweli Authority of Sri Lanka (MASL) within fourteen (14) days from the date of issuance of the Letter of Acceptance and the Notice to Proceed**. All documents required for entering into the formal agreement with MASL will be specified in the Letter of Acceptance and the Notice to Proceed
3. To this Contract, the **Engineer** shall be the **Deputy Resident Project Manager (Technical Services), System – L**, appointed by the Mahaweli Authority of Sri Lanka. The Engineer shall act as the Employer's authorized representative for the administration, supervision, and management of the Contract. The Engineer shall have the authority to:
 - Issue instructions and directions to the Contractor in relation to the execution of the Works;
 - Supervise, inspect, and monitor the progress and quality of the Works;
 - Approve work programs, method statements, and materials where applicable;
 - Certify measurements, interim payments, and completion of the Works;
 - Suspend works, and recommend extensions of time in accordance with the Contract conditions;
 - Ensure that the Works are executed in compliance with the Specifications, Drawings, Technical Requirements, and Contract Conditions.
 - Liaising and coordinating, where necessary, with relevant statutory and regulatory authorities including the Department of Archaeology, the Central Environmental Authority (CEA), the Geological Survey and Mines Bureau (GSMB), and other relevant authorities, as well as the respective divisions and offices of the Mahaweli Authority of Sri Lanka, in matters relating to the Contract.

The Contractor shall comply with all written and verbal instructions issued by the Engineer or any duly authorized representative acting on behalf of the Engineer

4. The initial Contract Period shall be **two (2) years (730 days)**, commencing **fourteen (14) days** after the issuance of the **Letter of Acceptance** and the **Notice to Proceed**. Any extension of the Contract Period shall be considered only under acceptable and duly justified circumstances, and shall be subject to the recommendation of the **Engineer of the Contract** and the approval of the **Mahaweli Authority of Sri Lanka (MASL)**. The selected **Investor/Contractor** shall strictly adhere to and comply with the stipulated initial Contract Period unless an approved extension is formally granted in writing.
5. Each prospective Bidder shall provide a Bid Security, either as a cash deposit or a bank guarantee, amounting to **one and a half percent (1.5%)** of the initial Contract Price. Such Bid Security shall be issued by a bank registered under the Central Bank of Sri Lanka and remain valid for **twenty-eight (28) days** after the expiration of the Bid Validity Period.
6. The Bid Security shall be forfeited in full if the selected Investor/Contractor, upon notification of bid acceptance within the bid validity period, fails or refuses to: (i) sign the formal agreement with the **Mahaweli Authority of Sri Lanka (MASL)** within **fourteen (14) days** from the date of issuance of the **Letter of Acceptance Notice to Proceed**. (ii) withdraws its bid during the bid validity period specified (iii) fails to accept the correction of arithmetical errors, including discrepancies between the bid rates, price quotation, and the amounts transferred to the Form of Tender; or (iv) fails to provide the required **Performance Security** (v) make the advance payment for the first 1,000 Cubes of sand extracted from the designated tank bed within **fourteen (14) days** from the date of issuance of the **Letter of Acceptance Notice to Proceed**.
7. The selected Investor/Contractor shall submit a Performance Security equivalent to **five percent (5%)** of the initial Contract Price. **This Performance Security shall remain valid for twenty-eight (28) days beyond the expiry of the Contract Period, including any approved extensions.** Performance Security shall be an unconditional guarantee from a reputed bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund. Furthermore, if the selected Investor/Contractor fails to complete work as agreed, Mahaweli Authority of Sri Lanka (MASL) shall encash the **Performance Security** as a penalty.
8. The selected Investor/Contractor shall be responsible for obtaining all necessary approvals from the Department of Archaeology, the Central Environmental Authority (CEA), the Geological Survey and Mines Bureau (GSMB), and any other relevant authorities for the removal of deposited materials from the designated tank and the subsequent use of lands where such extracted material is utilized (**Where necessary**). The Mahaweli Authority of Sri Lanka (MASL) shall provide the requisite recommendations and assist the Investor/Contractor in securing approval from the Physical Planning Committee of MASL for the proposed desilting and land-use operations.

9. All activities must comply with applicable environmental, archaeological, and mining regulations to ensure legal and sustainable operations. The Investor/Contractor shall adhere to all conditions imposed by relevant authorities and the Director General of the Mahaweli Authority of Sri Lanka (MASL). **Silt removal and utilization must not commence without obtaining the necessary approvals, where applicable.**
10. The approval granted for this project authorizes to the selected Investor/Contractor solely to remove the deposited materials and strictly prohibits the transfer, assignment, or subcontracting of any associated work to a third party without prior written consent from the Mahaweli Authority of Sri Lanka (MASL). The Investor/Contractor shall retain full responsibility for all activities conducted under this approval and must ensure compliance with all stipulated terms and conditions. Any unauthorized transfer of work shall constitute a breach of agreement and may result in the revocation of the approval and imposition of penalties as per applicable regulations.
11. In the event of any dispute arising between the Parties regarding the interpretation of this Agreement or concerning any matter not expressly provided for herein, such dispute shall be referred to the **Director General of Mahaweli Authority of Sri Lanka (MASL)** for resolution. The decision rendered by the Secretary shall be final, conclusive, and binding upon both the MASL and the Investor/Contractor, without recourse to any further appeal or legal proceedings. Both Parties hereby expressly agree to abide by such decision and waive any right to challenge the same in any court or forum.
12. The Second Party (Investor/Contractor) shall be legally obligated to immediately cease all work activities upon receipt of a written notification from the Mahaweli Authority of Sri Lanka (MASL), particularly in the event of any dispute or non-compliance with the stipulated terms and conditions. Such suspension shall remain in effect until MASL provides further written authorization for the resumption of work.
13. The Selected Investor/Contractor shall obtain and maintain the following minimum insurance coverage throughout the duration of the desilting works:
- a) **Property Insurance:** A minimum cover of Rs. 1,000,000.00 for third-party property (excluding the project site).
 - b) **Personal Injury/Death Insurance:**
 - **Third Parties, Employer's Personnel, and Other Persons Engaged by the Employer:** Coverage of Rs. 1,000,000.00 (One Million Rupees) per event per person.
 - **Contractor's Workmen:** Coverage of Rs. 1,000,000.00 (One Million Rupees) per event per person.

- **Contractor's Employees (Other than Workmen):** Coverage of Rs. 1,000,000.00 (One Million Rupees) per event per person.

All insurance policies shall be issued by a reputable insurer and shall remain valid for the entire project duration. The Investor/Contractor shall provide proof of insurance coverage to the Employer prior to the commencement of works and upon request during the project period.

14. The selected Investor/Contractor shall pay the Mahaweli Authority of Sri Lanka a royalty fee per cube equivalent to the **Bid Rate** specified in the *Price Quotation* section of the Bidding Document, provided that such bid value shall not be less than **Rs. 900.00 per cube**. This royalty shall apply to all sand extracted from materials removed from the designated tank bed. The payment shall be calculated based on the actual quantity of sand extracted, as verified and certified by the Geological Survey and Mines Bureau (GSMB) in the issued license (**based on Pile measurement**). Advance payments shall be made for every **1,000 cubes (or part thereof)** of extracted sand, and all such payments shall be fully settled prior to any subsequent extraction activities.
15. The selected Investor/Contractor shall not commence any excavation works without obtaining prior written authorization from the Mahaweli Authority of Sri Lanka (MASL), which shall define the approved depths, boundaries, and relevant technical parameters. All excavation operations within the designated tank area shall be executed in full compliance with the approved elevation levels and technical requirements prescribed by MASL.
16. Prior to commencing any desilting activities in the designated tank area, the Investor/Contractor shall carefully remove all aquatic plants from the work area under the direct supervision of authorized officials from the Mahaweli Authority of Sri Lanka (MASL). The removed vegetation shall be properly collected, transported, and stockpiled at a MASL approved location situated above the tank maximum spill level. The stockpiling site shall be selected in consultation with MASL officials to prevent any potential re-entry of vegetation into the water system or interference with tank operations.
17. The selected Investor/Contractor shall be responsible for procuring all necessary lands required for stockpiling removed tank bed materials and processing extracted sand. Prior to commencing operations, the Investor/Contractor must obtain formal approval from all relevant authorities for the use of designated access and egress roads to these lands. The Investor/Contractor shall strictly utilize only approved routes for transportation and shall not deviate to unauthorized roads. Any damage caused to roads or infrastructure as a result of the Investor/Contractor's activities shall be promptly repaired and restored to their original condition at the Investor/Contractor's sole expense.

18. The Investor/Contractor shall dispose of all removed materials from the designated tank area strictly under the supervision and approval of the Mahaweli Authority of Sri Lanka (MASL).
19. The Selected Investor/Contractor shall be responsible for the proper collection, handling, and disposal of all debris and waste materials generated during desilting operations in strict compliance with applicable local regulations and environmental guidelines. Specifically, the disposal of sand-washed water shall adhere to established environmental standards, ensuring that no untreated effluent is discharged directly into the designated tank or any other surrounding water bodies. The selected Investor/Contractor shall implement adequate filtration or sedimentation systems to remove suspended solids and contaminants prior to any discharge.
20. Any non-utilizable materials deemed unnecessary for the Investor/Contractor's operations shall be carefully removed and deposited at a Mahaweli Authority of Sri Lanka (MASL) designated or approved disposal site located in a suitable area above the tank's maximum spill level. The selection of the disposal location and all material handling procedures shall be carried out under the direct supervision and approval of authorized MASL officials. The Investor/Contractor shall ensure that no excavated materials are indiscriminately disposed of within or adjacent to the tank without explicit MASL authorization.
21. The removal of deposited material or sand extraction must be conducted in a manner that does not cause any damage to the designated tank bed or its associated structures. In the event of any damage resulting from these activities, the Investor/Contractor shall be fully responsible for promptly repairing such damage at their own expense. The Investor/Contractor, as the second party, expressly acknowledges and agrees that the Mahaweli Authority of Sri Lanka (MASL), as the first party, retains the unequivocal authority to assess the extent of any damages, recover the costs of such damages from the Investor/Contractor, and initiate appropriate legal actions if necessary.
22. Upon completion of the work, the Investor/Contractor shall restore the designated tank bed and all utilized lands to a tidy and environmentally safe condition, ensuring no harmful impacts remain. Additionally, the Investor/Contractor must obtain a formal certification from the Mahaweli Authority of Sri Lanka confirming compliance with these requirements. This certification will serve as official validation that all necessary environmental and land restoration measures have been duly fulfilled.
23. The Selected Investor/Contractor shall deposit in cash Refundable **Restoration Fee** as specified in below table to the Mahaweli Authority of Sri Lanka (MASL). If the selected

Investor/Contractor fails to rectify any damage to the land arising from desilting operations, washing of deposited materials during sand extraction, or neglects to restore the designated tank bed to a clean, orderly, and environmentally acceptable condition, MASL reserves the right to **forfeit the Refundable Restoration Fee** to cover the cost of necessary restoration works.

Total Contract Amount (Rs. Mn)	Refundable Fee (Rs.)
Less than 10	400,000.00
10 - 50	500,000.00
50 - 100	700,000.00
More than 100	800,000.00

24. The **Refundable Restoration Fee** shall be released to the Investor/Contractor **only upon** verification and certification by the **Engineer of the Contract** that all restoration activities have been satisfactorily completed and that the site has been restored to a **tidy and environmentally acceptable condition**.
25. The Investor/Contractor shall submit all relevant documentation to the Mahaweli Authority of Sri Lanka (MASL) as evidence of payment of the applicable royalty to the Geological Survey and Mines Bureau (GSMB) as well as any taxes paid to the Government of Sri Lanka in relation to the desilting and extraction activities.
26. In the event of any loss, damage, or claim arising from third parties as a direct or indirect consequence of the excavation, transportation, or sand extraction activities conducted under this agreement, the Investor/Contractor shall assume full legal and financial liability. The Investor/Contractor shall be solely responsible for compensating affected parties for all verified damages, including but not limited to property damage, environmental harm, or any other losses incurred. Furthermore, the Investor/Contractor shall indemnify and hold harmless the Mahaweli Authority of Sri Lanka (MASL) from any claims, legal actions, or expenses related to such incidents.
27. The prospective Bidder shall submit a comprehensive project proposal to the Mahaweli Authority of Sri Lanka (MASL), together with all necessary supporting documents as part of the bid submission. These documents must demonstrate the bidder's technical, financial, and

operational capabilities and will be used for the evaluation process. The submission shall include, but not be limited to, the following:

- **Company/Business Registration** – Valid certification proving the legal incorporation or registration of the entity.
- **Method Statement** - A clear description of the techniques, procedures, and sequencing for material excavation, transportation, sand extraction, and disposal.
- **Project Experience** – Detailed records demonstrating the company's prior experience in executing similar projects, including scope, timelines, and client references and certifications.
- **Financial Statements** – The bidder shall submit certified bank statements for the immediately preceding six (06) months, together with an original confirmation letter issued by a recognized commercial bank registered with the Central Bank of Sri Lanka. The confirmation letter shall be addressed to the Director General, Mahaweli Authority of Sri Lanka, and shall certify that the bidder has access to credit facilities sufficient to meet or exceed the liquid asset requirement specified in the Terms of Reference (TOR). Where a bidder submits bids for multiple contracts, the certified financial capacity shall be adequate to cover the aggregate liquid asset requirements of all such contracts. The minimum required liquid assets for this single contract shall be **Rs. 7,000,000.00**.
- **Machinery and Equipment Inventory** – Provide a complete list of existing and proposed machinery, vehicles (for sediment transport), equipment, and other technical resources required for effective project execution, clearly indicating the type, quantity, and ownership status (**self-owned or hired**). A sample format is provided in Annexure IV of the Bidding Document.
- **Staff Deployment Plan** – A detailed list of the Managerial, technical, supervisory, and operational staff proposed for the project, including designations and the number of personnel allocated to each role. A sample format is provided in Annexure V of the Bidding Document.
- **Proposed Project Time Schedule** – A comprehensive timeline outlining all key project activities, milestones, and deliverables from commencement to completion.
- **Critical Infrastructure & Environmental Protection** – Identification of sensitive structures or environmental elements requiring safeguarding, along with proposed mitigation measures.
- **Quality & Safety Controls** – Measures to ensure compliance with technical standards, environmental regulations, and occupational health & safety requirements.

The submission of these documents shall be a mandatory precondition for the evaluation and approval of the Investor/Contractor's proposal. Failure to provide complete or verifiable information may result in disqualification from the bidding process or termination of any subsequent agreement. MASL reserves the right to request additional documentation as deemed necessary

.....

**Director General,
Mahaweli Authority of Sri Lank**

STANDARD FORM: FORM OF AGREEMENT

This Agreement is made this date [Day] of[Month] 2026 between **Mahaweli Authority of Sri Lanka** incorporated under Act. No. 23 of 1979 having its Head Office at No. 500, T.B. Jaya Mawatha, Colombo 10 (hereinafter referred to as “the Employer”) of the **One Part** and

.....
.....
.....

(Hereinafter referred to as “the Investor”) of the Other Part.

WHEREAS, the Employer is desirous that the Investor undertakes the use of a designated stream bed stretch for the purpose of removing deposited earth materials, specifically **REMOVING DEPOSITED MATERIALS AND SAND EXTRACTION IN THE HALAMBA WEWA IN SYSTEM “L”**, as referred to under Reference No. DDG/TS/CON/L/DESILT/59; **AND WHEREAS**, the Employer has accepted the Proposal submitted by the Investor, which includes terms and conditions relating to royalty payments to the Employer and the preparation of lands incidental to the said removal.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS: -

- (1) The following documents shall be deemed to form and be read and construed as part of this agreement, viz.
 - a. The Letter of Acceptance dated
 - b. The Letter of Acknowledgement of the letter in (a) above by the Contractor dated
 - c. The said Bid dated
 - d. Addenda Nos.....
 - e. Contract Data
 - f. Terms of reference (TOR)
 - g. Priced Quotation
 - h. Any other relevant Correspondence (Specify)
- (2) **IN CONSIDERATION** of the Employer granting the Investor permission to utilize the designated lands for the removal of deposited materials from the specified tank bed by means of appropriate machinery and for the subsequent extraction of sand as herein provided, **the Investor hereby covenants and agrees** to undertake with the Employer to duly effect all agreed payments, to diligently carry out and fully complete the said works, and to rectify or remedy any defects arising therefrom, all in strict conformity with and subject to the provisions, terms, and conditions set forth in this Contract.

(3) **The Employer hereby covenants and agrees** to permit the Investor to utilize the designated lands for the removal of deposited materials from the specified tank bed, by the use of appropriate machinery, and for the subsequent extraction of sand, subject to the Investor duly effecting the agreed payments and remedying any defects in the manner and within the timeframes prescribed in the Terms of Reference and in accordance with the provisions of this Contract.

IN WITNESS WHEREOF, the Employer has hereunto set his hand and the Investor has hereunto set his hand, or where applicable, has caused its Common Seal to be affixed, on this **Day** of **Month 2026** at the place and date first above written.

.....
Signature/Common Seal of Employer

Was hereunto affixed in the presence of Witness:

1.	.....	.....	.....
	Name	Designation	Signature
2.	.....	.....	.....
	Name	Designation	Signature

.....
Signature/Common Seal of Investor

Was hereunto affixed in the presence of Witness:

1	.....	.....	.....
	Name	Designation	Signature
	ID No.....		
2	.....	.....	.....
	Name	Designation	Signature
	ID No.....		

MINISTRY OF AGRICULTURE, LIVESTOCK, LAND AND IRRIGATION



MAHAWELI AUTHORITY OF SRI LANKA

BID NOTICE - REMOVING DEPOSITED MATERIALS AND SAND EXTRACTION OF SMALL & MEDIUM SCALE TANKS IN SYSTEM "L"

Sealed bids (offers) are hereby invited from eligible investors for the removal of accumulated deposited materials and sand extraction (on payment basis) from selected small and medium scale tanks in System "L" under the purview of the Mahaweli Authority of Sri Lanka.

On behalf of the Chairman of the Department Procurement Committee of the Mahaweli Authority of Sri Lanka (MASL), sealed bids (offers) will be received by the **Director General**, Mahaweli Authority of Sri Lanka, **9TH Floor, No. 500, T.B. Jayah Mawatha, Colombo 10**, up to **11.00 hrs. on 20.03.2026**, for the selection of suitable investors to carry out the above work.

No.	Contract No.	Description	Approximate Quantity of Deposit Materials (Cubes)	Non-Refundable Tender Deposit (Rs.)	Pre-Bid Meeting
1	DDG/TS/CON/L/DESILT/41	Removing Deposited Materials and Sand Extraction in the Nikawewa Amuna Reservoir in System "L"	11,200	3,500.00	Date - Time -10.00 am Venue - Resident Project Managers office, System L, Welioya.
2	DDG/TS/CON/L/DESILT/42	Removing Deposited Materials and Sand Extraction in the Nikawewa in System "L"	100,000	18,500.00	
3	DDG/TS/CON/L/DESILT/43	Removing Deposited Materials and Sand Extraction in the Sapumalwewa in System "L"	14,000	4,000.00	
4	DDG/TS/CON/L/DESILT/44	Removing Deposited Materials and Sand Extraction in the Ethawetunawewa in System "L"	60,000	13,000.00	
5	DDG/TS/CON/L/DESILT/45	Removing Deposited Materials and Sand Extraction in the Nilpokunawewa in System "L"	21,000	5,500.00	
6	DDG/TS/CON/L/DESILT/46	Removing Deposited Materials and Sand Extraction in the Sampathwewa in System "L"	17,500	5,000.00	
7	DDG/TS/CON/L/DESILT/47	Removing Deposited Materials and Sand Extraction in the Monarawewa in System "L"	24,500	6,250.00	

No.	Contract No.	Description	Approximate Quantity of Deposit Materials (Cubes)	Non-Refundable Tender Deposit (Rs.)	Pre-Bid Meeting
8	DDG/TS/CON/L/DESILT/48	Removing Deposited Materials and Sand Extraction in the Tikiriwewa in System "L"	17,500	5,000.00	Date - Time -10.00 am Venue - Resident Project Managers office, System L, Welioya.
9	DDG/TS/CON/L/DESILT/49	Removing Deposited Materials and Sand Extraction in the Gajabapura Wewa in System "L"	7,000	2,600.00	
10	DDG/TS/CON/L/DESILT/50	Removing Deposited Materials and Sand Extraction in the Mayawewa in System "L"	7,000	2,600.00	
11	DDG/TS/CON/L/DESILT/51	Removing Deposited Materials and Sand Extraction in the Kuruluwewa in System "L"	17,500	5,000.00	
12	DDG/TS/CON/L/DESILT/52	Removing Deposited Materials and Sand Extraction in the Kalyanapura Wewa in System "L"	24,500	6,250.00	
13	DDG/TS/CON/L/DESILT/53	Removing Deposited Materials and Sand Extraction in the Sahanwewa in System "L"	12,600	4,000.00	
14	DDG/TS/CON/L/DESILT/54	Removing Deposited Materials and Sand Extraction in the Nelumwewa in System "L"	160,000	27,000.00	
15	DDG/TS/CON/L/DESILT/55	Removing Deposited Materials and Sand Extraction in the Kiriibbanwewa in System "L"	120,000	21,500.00	
16	DDG/TS/CON/L/DESILT/56	Removing Deposited Materials and Sand Extraction in the Ahatugaswewa in System "L"	90,000	17,000.00	
17	DDG/TS/CON/L/DESILT/57	Removing Deposited Materials and Sand Extraction in the hansavila in System "L"	17,500	5,000.00	
18	DDG/TS/CON/L/DESILT/58	Removing Deposited Materials and Sand Extraction in the Wali Ela Amuna in System "L"	56,000	12,500.00	
19	DDG/TS/CON/L/DESILT/59	Removing Deposited Materials and Sand Extraction in the Halamba Wewa in System "L"	61,600	13,500.00	
20	DDG/TS/CON/L/DESILT/59	Removing Deposited Materials and Sand Extraction in the HALAMBA WEWA in System "L"	70,000	14,500.00	

In this regard, investors are required to obtain all necessary approvals from the Department of Archaeology, Central Environmental Authority (CEA), Geological Survey and Mines Bureau (GSMB), and any other relevant authorities, as applicable.

Bids will be evaluated on a contract package-wise basis. Bidders may submit bids for one or more contract packages. When submitting bids for multiple packages, each package must be accompanied by a separate bid security and must include distinct information demonstrating the bidder's qualifications, prior experience, available machinery, equipment, and resource allocation specific to that package.

During the evaluation, the Employer will consider the cumulative total of all substantially responsive evaluated bids to determine the most economical combination for the Project. For bidders who are successful in more than one package, their bids will be evaluated based on their aggregate capacity, qualifications, prior experience, and resource allocation to ensure they can satisfactorily perform all awarded contracts.

Prospective Bidders can obtain the Bidding Documents by a written request on a company/firm letter head, addressed to the Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3RD Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, **from 05.03.2026 up to 19.03.2026 from 9.30 hrs to 15.00 hrs** on working days, on payment of a non-refundable tender fee as given above per set of Bidding Documents.

Documents with Conditions and Details for quotations may be inspected free of charge at the office of Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 on normal working days **from 05.03.2026 up to 19.03.2026 from 9.30 hrs to 16.00 hrs**.

Sealed Bids in Duplicate clearly marked the contract name and the number on the top left corner of the envelope may be dispatched either by Registered Post or hand delivered to the Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 before **11.00 hrs on 20.03.2026**. Bids will be opened immediately thereafter. Bidders or their authorized representatives, not exceeding two (2) in numbers are permitted to be present at the opening of bids. For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on

Tel: 011-2689651, 011-2687475

Director General
Mahaweli Authority of Sri Lanka

BID SUBMISSION FORM

Name of Contract: Removing Deposited Materials and Sand Extraction in the Halamba Wewa in System "L"

Contract No: DDG/TS/CON/L/DESILT/59

To: *Director General, Mahaweli Authority of Sri Lanka, 500, T.B.Jayah Mawatha Colombo 10*

Gentleman,

1. Having examined the Terms of Reference (TOR) given in the Bidding Document, Instruction to tenderers, Price Quotation and Addenda for obtaining the above-named tank's deposited materials, we, the undersigned, offer to obtain such materials, and remedy any defect therein in conformity with the said Terms of Reference, Instruction to tenderers, Price Quotation and Addenda for the sum of Sri Lankan Rupees.....
.....
.....
..... or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the instructions to tenderers forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the removal of tank's bed deposits as stipulated in the Terms of Reference, and complete the whole of the remedies in the Contract within the time stated in the Instruction to Tenderers.
4. We agree to abide by this Bid for the period of **91 days** from the date fixed for receiving or any extended period and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
5. Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.
6. We understand that you are not bound to accept the Highest offer or any Bid you may receive.

Dated this day of 20.....

Signature in the capacity of.....
duly authorized to sign Bids for and on behalf of.....

(IN BLOCK CAPITALS)

Address:

Witness

SCHEDULE

No.	Item	Data
01	Employer is	Director General, Mahaweli Authority of Sri Lanka, No.500. T.B. Jayah Mawatha, Colombo - 10
02	Employer's Representative	Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, No. 500. T.B. Jayah Mawatha, Colombo - 10
03	Engineer is	Deputy Residence Project Manager – Technical Services) at the Residence Project Manager's Office (System – L), Welioya.
04	Engineers Representative	Will be nominated by the Engineer
05	Summary of Work	Removing Deposited Materials and Sand Extraction in the Halamba Wewa in System "L"
06	Intended Completion Date	730 days from Start Date
08	Schedule of Key Personal	The Contractor must employ the minimum number of Personnel (Supervises and Labours) as indicated in the Annex V
11	Bid Security	Bid Security shall be an amount Rs.832,000.00 Valid until 17/07/2026. Security shall be a Guarantee from a Reputed Bank registered under Central Bank of Sri Lanka.
12	Bid Opening	The deadline for the submission of Bids shall be at 11.00 hrs on 20/03/2026 at the Director General's Office in the 9th Floor of Mahaweli Authority of Sri Lanka, No.500, T.B. Jayah Mawatha, Colombo-10. Bids will be opened immediately thereafter.
13	Performance Security	Amount of Performance Security is 5% of the Security initial contract price. Security shall be an Unconditional Guarantee from a Reputed Bank registered under Central Bank of Sri Lanka or Construction Guarantee Fund.
15	Insurance	The Investor/Contractor shall obtain and maintain the minimum insurance coverage through the duration of the desilting works as indicated in the clause 13 in the TERMS OF REFERENCE (TOR).
16	Adjudicator	Director General of Mahaweli Authority of Sri Lanka.

Price Quotation

TENDER NO : DDG/TS/CON/L/DESILT/59

DESCRIPTION OF WORKS : REMOVING DEPOSITED MATERIALS AND SAND EXTRACTION
IN THE HALAMBA WEWA IN SYSTEM "L"

No	DESCRIPTION	UNIT	QTY	RATE (Rs)	Amount
01	Payment to Mahaweli Authority of Sri Lanka for borrowing deposited materials in the Halamba Wewa bed. (Minimum Bid price Rs. 900.00 per cube for Extracted Sand)	Cube	61,600.00		
	Total				

Signature :

Name in block letters :

Address :

NIC No. :

Official Seal :

Telephone No. :

FORM OF BID SECURITY

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

.....
..... [Insert issuing agency's name, and address of issuing branch or office]

Beneficiary: *Director General, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha,
Colombo 10.*

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 (by issuing agency) date] (Hereinafter called "the Bid") for the "**REMOVING DEPOSITED MATERIALS AND SAND EXTRACTION IN THE HALAMBA WEWA IN SYSTEM "L"**", under invitation for Bids No. **DDG/TS/CON/L/DESILT/59**.

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 arithmetical errors take in to consideration the bid rate in the price quotation and errors in transferring the amount from price quotation to Forms of Tenderers.
- (c) Fails or refuses, upon being notified of the acceptance of its bid by the Employer within the bid validity period, to:

- i. Sign the formal agreement with the Mahaweli Authority of Sri Lanka in relation to the Contract;
- ii. Pay the Refundable Restoration Fee, Performance Security and make the advance payment for the first one thousand (1,000) cubic meters of sand to be extracted using removed deposited materials from the designated tank bed,

as specified in the Terms of Reference, within fourteen (14) days from the date of the Letter of Acceptance.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder or (b) if the Bidder is not the successful bidder, upon our receipt of a copy of your notification to the Bidder that the Bidder was unsuccessful, otherwise it will remain in force up to / / 2027. Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date.

[Signature of authorized representative(s)]

METHOD STATEMENT (PROJECT PROPOSAL)

PROJECT BRIEF

Documentary evidence should be furnished to support the information given below.

1	Full Name of the Tenderer:	
2	Ownership of the Business venture:	
3	Address of the Company:	
4	Contact Details:	Office: Mobile: Res: Fax: E-mail:
5	Company Registered No. (Pls. attach the certified copy of business registration)	
6	Type of Business / Industry	
7	Total Investment of the proposed project	Rs.

Form FIN - 1
FINANCIAL SITUATION

Historical Financial Performance

Bidder's Legal Name: _____

Date: _____

JV Partner Legal Name: _____

Bidding No.: _____

Page _____ of _____ pages

To be completed by the Bidder and, if JV, by each partner

Financial information in LKR	Historic information for previous past 05 years					
	2025-2024	2024-2023	2023-2022	2022-2021	2021-2020	Average
Information from Balance Sheet						
Total Assets (TA)						
Total Liabilities (TL)						
Net Worth (NW)						
Current Assets (CA)						
Current Liabilities (CL)						
Total Revenue (TR)						
Profits Before Taxes (PBT)						

Form FIN – 2

AVERAGE ANNUAL TURNOVER

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Annual turnover data (civil engineering construction work only)

Year	Turnover	Sri Lanka Rupee (LKR) equivalent
2020 - 2021		
2021-2022		
2022-2023		
2023-2024		
2024-202		
Total:		
Average*		

* Average annual turnover calculated as total certified payments received for work in progress or completed over the number of years specified in Section 5 (Bidding Data and Contract Data).

MACHINERY AND EQUIPMENT INVENTORY

No.	Type of Machine	Number of Machines to be Deployed	Type of Ownership (Owned/Hired)
01	Wheel Washer Machine		
02	Chain Excavators (Caterpillars)		
03	Wheel Loaders (JCB, Hitachi, Komatsu)		
04	Caterpillar Dozer		
05	Dump Trucks/Trucks		
06	Tactors		
07	Other (Specify)		

**** The duly completed format must be attached to the project proposal under the relevant section, as required.**

STAFF DEPLOYMENT PLAN

No.	Staff Category	Number of Staff to be Deployed
01	Project Manager	
02	Earth Resources/Mining Engineers	
03	Clerical Staff	
04	Work Supervises	
05	Machine Operators	
06	Laborers	
07	Other (Specify)	

***** The duly completed format must be attached to the project proposal under the relevant section, as required.**