

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF AGRICULTURE, LIVESTOCK, LAND AND IRRIGATION



MAHAWELI AUTHORITY OF SRI LANKA

Integrated Watershed and Water Resources Management Project

**Rectification of Leakages through Spillway of Kalawewa
Reservoir**

Bidding Document

Volume 1

Contract No: LK-MOMDE-465697-CW-RFB

<i>Bidder Number</i>	
<i>Name</i>	
<i>Address</i>	
<i>Email Address & WhatsApp Number</i>	

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Invitation for Bids

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Invitation for Bids (IFB)

Ministry of Agriculture, Livestock, Land and Irrigation



MAHAWELI AUTHORITY OF SRI LANKA

BID NOTICE

Integrated Watershed and Water Resources Management Project (IWWRMP)

Project No : P166865. , Loan No : IDA-66210

1. The Government of the Democratic Socialist Republic of Sri Lanka has applied for financing from the International Development Association towards the cost of the **Integrated Watershed and Water Resources Management Project** and it intends to apply part of the proceeds of this credit to payment under the contracts mentioned in the schedule below.
2. On behalf of the Chairman, Department Procurement Committee of Mahaweli Authority of Sri Lanka, sealed Bids 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 04.06.2025** for the under mentioned improvement works.

Description of Work	Contract No.	CIDA Registration	Bid Security / Non-Refundable Tender Fee	Pre bid meeting
Rectification of Leakages through Spillway of Kalawewa Reservoir (Contract period 364 days)	LK-MOMDE-465697-CW-RFB	Grade: C6 or above or SP3 or above Specialty: Irrigation and Drainage Canal or Specialized Construction Contractors	Bid security value: Rs. 550,000.00 Validity: Up to 26.11.2025 Non-refundable tender deposit Rs. 10,000.00	Date: 26.05.2025 Time: 10.00 AM Venue: Engineer In Charge Office, Bowatenna

3. To be eligible for contract award, the successful bidder shall not have been blacklisted and shall meet the requirements in Bidding Data.
4. Bidders, who have the Grade and field of registration under the CIDA scheme of registration mentioned in the above table against the work and in the case of the contract value is above Rs.5 Mn. registered in Department of the Registrar of companies under the provision of public contract Act No.3 of 1987 only will be eligible for bidding. The conditions stipulated in the Public Financial Circulars and any other circular issued by the GOSL shall also be applied for the evaluation.

5. 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 14.05.2025 up to 03.06.2025 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. Bidders are free to bid for more than one tender but selections will be made according to the capacity limits in the CIDA registration.
6. The Bidding documents may be available for inspection in the <http://mahaweli.gov.lk> website for references.
7. The pre-bid meeting is conducted only **physically**.
8. 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 or courier to the **Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** before **11.00 hrs on 04.06.2025** Technical Proposals of the Bids will be opened immediately thereafter and the **Financial Proposals** will be opened following the evaluation of Technical proposals. Date & Time of the opening of Financial Proposal will be notified to all respective Bidders. Bidders or their authorized representatives, not exceeding two (2) in number, are permitted to be present at the opening of bids. The bid opening meeting is conducted physically on **04.06.2025 at 11.00 hrs**.
9. For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on Tel: **011-2689651, 011-2687475** email: **ddgts.masl@gmail.com**. Or Division of Major Dams & Reservoir Operations of MASL at Digana on 0812-374383, 0812-374259

**Director General,
Mahaweli Authority of Sri Lanka.**

Section 1 - Instructions to Bidders

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SECTION - 1

INSTRUCTIONS TO BIDDERS

Instructions to bidders applicable for this Contract are that given in section – 01 of the standard Bidding Document for Procurement of Works, Major Contracts, ICTAD Publication No. ICTAD/SBD/02, second Edition, January 2007, published by the Institute for Construction Training and development (ICTAD), presently known as CIDA, Construction Industry Development Authority.

This publication will not be issued with the Documents and the Bidder is advised to procure it from CIDA, Sawsiripaya, 128, Wijerama Mawatha, Colombo 07.

Instructions to Bidders shall be read in conjunction with Bidding Data provided under Section – 02 (Volume 1) of the Bidding Document.

Instructions to Bidders will not be part of the Contract and will cease to have effect once the Contract is signed.

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Section 2 – Bidding Data

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SECTION - 2

BIDDING DATA

This section shall be read in conjunction with Section 1 - Instructions to Bidders and provides specific information in relation to corresponding clauses in section 1. Whenever there is a discrepancy, the provisions in section 2 – Bidding Data shall supersede these provided in the Section 1 – Instruction to Bidders.

This publication will not be issued with the Documents and the Bidder is advised to procure it from CIDA, Sawsiripaya, 128, Wijerama Mawatha, Colombo 07.

Bidding Data will not be part of the Contract and will cease to have effect once the Contract is signed

Section 2 - Bidding Data

Instructions to Bidders Clause Reference	Entry
1.1	<p><u>Employer's Name and Address</u></p> <p>Name: Director General, Mahaweli Authority of Sri Lanka</p> <p>Address: Mahaweli Authority of Sri Lanka 9th Floor, No. 500, T. B. Jayah Mawatha, Colombo 10, Sri Lanka. Phone: +94 11 268 7238 Fax: +94 11 268 7391</p>
1.1	<p><u>Scope of Works</u></p> <p>The works consists of <i>Rectification of Leakages through Spillway of Kalawewa Reservoir</i></p> <p>Located at <i>Kalawewa</i> (Location map attached in Section 10 – Drawings)</p>
1.2	<p><u>Time for Completion</u></p> <p>The Time for Completion for the whole of works shall be <i>364 days</i>.</p>
2.1	<p><u>Source of funds</u></p> <p>The source of funds is: International Development Association (World Bank)</p>
3	<p><u>Substitute by the following:</u></p> <p>3.1 The World Bank requires that the Government of Sri Lanka (including beneficiaries of World Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of World Bank-financed contracts, and refrain from Fraud and Corruption.</p> <p>3.2 The World Bank requires compliance with its policy in regard to corrupt and fraudulent practices as set forth below.</p> <p>3.3 In pursuance to this policy, The World Bank:</p> <p>a. Defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>i. “corrupt practice” is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;</p> <p>ii. “fraudulent practice” is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;</p> <p>iii. “collusive practice” is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;</p>

	<p>iv. “coercive practice” is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;</p> <p>v. “obstructive practice” is:</p> <ol style="list-style-type: none"> a. deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a World Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or b. acts intended to materially impede the exercise of the World Bank’s inspection and audit rights provided for under paragraph 3.4 below. <p>b. rejects a proposal for award if the World Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;</p> <p>c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the World Bank determines at any time that representatives of the Government of Sri Lanka or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without taking timely and appropriate action satisfactory to the World Bank to address such practices when they occur, including by failing to inform the World Bank in a timely manner at the time they knew of the practices;</p> <p>d. Sanctions, pursuant to the World Bank’s Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG’s Sanctions Framework any firm or individual – determined at any time by the World Bank to have engaged in Fraud and Corruption in connection with the procurement process, selection and/or execution of a World Bank-financed contract;</p> <p>e. Requires that, for World Bank-financed operations to be implemented utilizing national procurement arrangements, as well as PPPs, agreed by the World Bank, bidders (applicants/proposers) and consultants submitting bids/proposals will be required to accept the application of, and agree to comply with, the Anti-Corruption Guidelines during the procurement process, selection and/or contract execution, including the World Bank’s right to sanction as set forth in paragraph 2.2 d., and the World Bank’s inspection and audit rights as set forth in paragraph 3.4.</p>
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	<p>The Employer shall consult and apply the World Bank Group’s lists of firms and individuals suspended or debarred. In the event the Employer signs a contract with a firm or an individual suspended or debarred by the World Bank Group, the World Bank does not finance the related expenditures and may apply other remedies as appropriate; and</p> <p>g. Requires that, when a United Nations (UN) agency is selected to provide goods, works, non-consulting services and technical assistance, the above provisions regarding sanctions on Fraud and Corruption shall apply in their entirety to all contractors, consultants, sub-contractors, sub-consultants, service providers, suppliers, and their employees, that signed contracts with the UN agency.</p> <p>3.4 In further pursuance of this policy, Bidders shall permit and shall cause its agents (whether declared or not), sub-contractors, sub-consultants, service providers, or suppliers and any personnel thereof, to permit the World Bank to inspect all accounts, records and other documents relating to any prequalification process, bid submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the World Bank.</p>
4.1	<p><u>Qualification Information</u></p> <p><i>(“Evaluation and Qualification Criteria” is attached as Annexure 1, which to be referred in conjunction with Section 9 – Schedules)</i></p> <p>The following information shall be provided in Section 9 - Schedules:</p> <p>For Domestic Bidders</p> <p>i. ICTAD registration</p> <p style="padding-left: 100px;">Registration number</p> <p style="padding-left: 100px;">Grade</p> <p style="padding-left: 100px;">Specialty</p> <p style="padding-left: 100px;">Expiry date</p> <p>VAT registration number</p>
4.1 (a) &(c)	<p>Other Bidders</p> <p>The bidder shall be from the member country of the funding agency and proof document should be furnished as per the eligibility & qualification criteria mentioned in Section 9 – Schedules. International bidders shall also have a local representative having active commercial link at least for recent five years (Proof documents shall be provided).</p> <p>In addition Bidders shall provide following details.</p> <p>i. Attach legal status (Sole proprietor, Partnership, Company etc.)</p> <p>ii. Attach authentication for signatory</p> <p>iii. Construction equipment proposed to carry out the Work: Schedule EQU</p> <p>iv. Contractor’s Representative and Key Personnel: Schedule PER-1</p> <p>v. Resume & Declaration of Contractor’s Representative and Key Personnel: Schedule PER-2</p> <p>vi. Site Organization</p> <p>vii. Parts Intend to be installed Schedule SP-5.0</p>

	<ul style="list-style-type: none"> viii. Work plan and methods ix. Form of Bid security x. Method Statement xi. Mobilization Schedule xii. ESHS Management Strategies and Implementation Plans, Refer Annexure 3 xiii. Code of Conduct (ESHS), Refer Annexure 3 xiv. Bidder's Information: Schedule 1 xv. Bidder's JV information: Schedule 1 xvi. Historical Contract non-performance, Pending Litigation & Litigation History: Schedule CON – 2 xvii. Total monetary value of work performed for each of the last five years <ul style="list-style-type: none"> a. Financial Situation & Performance: Schedule FIN – 3.1 b. Annual average Turnover: Schedule FIN – 3.2 c. Financial Resources: Schedule FIN - 3.3 d. Current contract commitments/works in progress: Schedule FIN- 3.4 xviii. Experience in works of a similar nature and size for each of the last ten year <ul style="list-style-type: none"> a. General Construction experience: Schedule EXP 4.1 b. Specific Construction & Contract management experience: Schedule EXP-4.2(a) c. [Experience in the construction of at least one contract of a nature and complexity equivalent to the works over the last five years (to comply with this requirement, works cited should be at least 70 percent completed)] d. Construction experience in Key activities: Schedule EXP- 4.2(b) xix. Certificate of Site Inspection xx. Any further information and documentation required to supplement and support the submissions under above mentioned qualification information.
4.2 (a)	<p><u>CIDA registration required for Domestic Bidders</u></p> <p>The registration required;</p> <ul style="list-style-type: none"> • Specialty Irrigation and Drainage Canals or Specialised Construction Contractors (SP-C) • Grade C6 or above or SP3 or above • Similar Work experience <p><u>Other Bidders</u></p> <ul style="list-style-type: none"> • The bidder shall be from the member country of the funding agency and proof document shall be furnished for contract registration etc. • Similar Work experience
4.2 (b)	<p><u>Average annual volume of construction work performed in last 5 years</u></p> <p>Average annual volume of construction work performed in the last ten years shall be at least LKR. 65.3 Million.</p>

4.2 (d)	<p><u>Essential equipment (Refer Annexure 1)</u></p> <p>Proposals for the timely acquisition (own, lease, hire, etc.) of the essential equipment mentioned in “Annexure 1 - Evaluation and Qualification Criteria” shall be attached.</p>
4.2 (e)	<p><u>Qualifications and experience of the Contractor’s Representative and Key Personnel (Refer Annexure 1)</u></p> <p>The Bidder must demonstrate that it will have a suitably qualified Contractor’s representative and suitably qualified other key personnel in adequate numbers, as described in the table of “Annexure 1 - Evaluation and Qualification Criteria”</p>
4.2 (f)	<p><u>Liquid assets and/or credit facilities required (Refer Annexure 1)</u></p> <p>The minimum amount of liquid assets and/or credit facilities, net of other contractual commitments and exclusive of any advance payments which may be made under the Contract, shall be not less than LKR. 10.90 Million</p>
10.1	<p><u>Clarification of Bidding Documents</u></p> <p>Employer’s address for clarification of bidding documents is:</p> <p>Name of Officer: Deputy Director General (Technical Services)</p> <p>Address: Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T. B. Jayah Mawatha, Colombo 10, Sri Lanka.</p> <p>Phone: +94 11 269 6436</p> <p>Fax: +94 11 268 9651</p> <p>e mail address: ddgts.masl@gmail.com and having a copy to dswrppdddigana@gmail.com</p> <p>The bidders are encouraged to use electronic media as far as possible to overcome any communication delays</p>
13.1(A) (j) 13.1(B) (d)	<p>The Bidder shall submit the following additional documents in its Bid:</p> <ol style="list-style-type: none"> i. Concept, Design approach, and the details requested as per Section 6 – Specification also shall be included in the Technical Proposal ii. Code of Conduct (ESHS) - Refer Annexure 3 <p>The Bidder shall submit its Code of Conduct that will apply to Contractor’s Personnel (as defined in Sub-clause 1.1.2.7 of the GC), to ensure compliance with its Environmental, Social, Health and Safety (ESHS) obligations under the contract.</p> <p>Followings are to be addressed.</p> <ul style="list-style-type: none"> • For installation of temporary works & services (water supply, Sanitation , sewerage and waste disposal, communication system, site security) provided by the contractor for all parties. • Safety and health precautions for all parties • Mitigatory methods for possible risk enforced due to attack by wild animals

	<ul style="list-style-type: none"> • Risks associated with labour influx • Method of addressing spread of communicable diseases • Provision of safe working environment for all parties • Provision made to act at an illicit behaviour and crime • Compliance with the all national Sri Lankan laws and regulations related to environmental protection • Good Deal with local representatives and government institutions <p>In addition, the Bidder shall detail how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.</p> <p>The Contractor shall be required to implement the agreed Code of Conduct.</p> <p>iii. Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks - Refer Annexure 3</p> <p>The Bidder shall submit Management Strategies and Implementation Plans (MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <ul style="list-style-type: none"> • Safety operation plan at high risk areas. • Strategy for obtaining Consents/Permits prior to the start of relevant works. <p>The Contractor shall be required to submit for approval, and subsequently implement, the Contractor's Environment and Social Management Plan (C-ESMP), in accordance with the Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p>
14.4	<p><u>Adjustments for change in cost</u></p> <p>The Contract is subjected to <i>price adjustment</i></p>
15.1	<p><u>Currency of Bid</u></p> <p>Rates and prices shall be quoted by the bidders entirely in Sri Lankan Rupees.</p>
16.1	<p><u>Period of Bid validity:</u></p> <p>The Bid shall be valid for a period of 147 days after the deadline for Bid submission [26.11.2025.].</p>
17.1	<p><u>Amount of Bid security:</u></p> <p>The amount of Bid Security is Sri Lanka Rupees: Five Hundred Fifty Thousand Rupees (LKR 550,000.00)</p> <p>Bid security shall only be an unconditional guarantee issued by a bank recognized by the Central Bank of Sri Lanka in accordance with the format given</p>

17.2	<p><u>Validity of Bid Security:</u></p> <p>The Bid Security shall be valid for a period of 175 days after the deadline for Bid submission [24.12.2025.].</p>
17.5	<p>Add “and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 35.1.”</p>
17.6 (c) (ii)	<p>Add “and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 35.1.”</p>
18.1	<p>Alternative technical solutions <i>shall not be</i> permitted</p>
19.1	<p><u>Pre-Bid meeting</u></p> <p>A Pre-Bid meeting shall conduct by <i>Mahaweli Authority of Sri Lanka</i> physically in following date and time.</p> <p>Date : 26.05.2025</p> <p>Time : 10.00 am</p> <p>Venue: <i>Engineer In Charge Office, Bowatenna</i></p> <p>Phone: +94 11 268 7238</p> <p>Fax: +94 11 268 7391</p> <p><i>A site visit conducted by the Employer shall be organized.</i></p> <p>Venue : Kalawewa Site Office, Mahaweli Authority of Sri Lanka, Balalu Wewa, Palaagala.</p>
21.1	<p>Substitute by the following.</p> <p>Submission of Bids</p> <p>Single Stage two envelope procedure will be adopted.</p> <p>The Bid, together with all supporting documents, shall be submitted in two sealed envelopes simultaneously, one containing the Technical Proposal (Volume 1) and one containing the Financial Proposal (Volume 2), both together wrapped within a sealed outer envelope which shall not indicate the identity of the Tenderer.</p> <p>The original and the copy of the Technical Proposal shall be sealed together in an envelope duly marked as “TECHNICAL PROPOSAL”. The original and the copy of the Financial Proposal shall be sealed together in a separate envelope duly marked as “FINANCIAL PROPOSAL”. Within each of these two envelopes the respective original copy of the documents shall be sealed by itself in an envelope clearly marked as “ORIGINAL”, and the requested copy of the documents shall be sealed by itself in an envelope clearly marked as “COPY”.</p> <p><i>Technical Proposal</i></p> <p>The documents comprising the Technical Proposal are as follows:</p> <ul style="list-style-type: none"> (i). Technical Proposal Cover Letter (ii). Form of Bid security (iii). Site organization chart (iv). Detailed Method Statement (Including Concept)

	<ul style="list-style-type: none"> (v). Mobilization Schedule (vi). Detailed work plan to match with the site condition (vii). ESHS Management Strategies and Implementation Plans: Schedule 10 and Annexure 3 (viii). Code of Conduct (ESHS): Schedule 10 and Annexure 3 (ix). Construction Equipment (x). Details of construction materials to be used for injection and waterproofing including the brochures of the same, and previously applied sites details SP – 5.0 (xi). Contractor’s Representative and Key Personnel: Schedule PER-1 (xii). Resume & Declaration of Contractor’s Representative and Key Personnel: Schedule PER-2 (xiii). Bidder Information: Schedule 1 (xiv). Bidder’s JV information: Schedule 1 (xv). Historical Contract non-performance, Pending Litigation & Litigation History: Schedule CON – 2 (xvi). Financial Situation & Performance: Schedule FIN – 3.1 (xvii). Annual average construction Turnover: Schedule FIN – 3.2 (xviii). Financial Resources: Schedule FIN - 3.3 (xix). Current contract commitments/works in progress: Schedule FIN- 3.4 (xx). General Construction experience: Schedule EXP 4.1 (xxi). Specific Construction & Contract management experience: Schedule EXP-4.2 (a) (xxii). Construction experience in Key activities: Schedule EXP- 4.2 (b) performance based (xxiii). Any further information and documentation required to supplement and support the submissions under items (iv) to (xxii) above. <p>The Technical Proposal shall not contain any information which discloses, directly reflects or contributes towards the value of the Bid. All prices, rate and financial totals related to the Bid shall be contained entirely in the Financial Proposal. Sample of above formats are given in Section 09 – Schedules.</p> <p><i>Financial Proposal</i></p> <p>The documents comprising the Financial Proposal are as follows:</p> <ul style="list-style-type: none"> i. Form of Bid ii. Priced Bill of Quantities iii. Day Work Schedule
21.2 (a)	<p><u>Employer’s Address for Bid submission</u></p> <p>Employer’s address for the purpose of bid submission is:</p> <p>Attention: Director General</p> <p>Address: Procurement Division, 9th Floor, Mahaweli Authority of Sri Lanka, No.500, T.B.Jayah Mawatha, Colombo 10, Sri Lanka.</p>
21.2 (b)	<p><u>Identification number of Contract</u></p> <p>Identification Number of the Contract is: LK-MOMDE-465697-CW-</p>

22.1	<p><u>Deadline for submission of Bids</u></p> <p>Deadline for submission of Bids: Date: 04.06.2025 Time: 11.00 am</p>
25	<p>Substitute by the following</p> <p><u>Technical Proposal</u></p> <p>For each Bid the outer envelope will be opened, the inner envelope marked as "TECHNICAL PROPOSAL" will then be opened, following which the envelope inside marked as "ORIGINAL" will be opened. A preliminary check will be made on the original of the Technical Proposal and the following information announced at the opening:</p> <ul style="list-style-type: none"> (i) the notified name(s) of the Bidder; (ii) the presence or absence of the Bid Security; (iii) the compliance of the Cover Letter of the Technical Proposal and the Bid Security with the text and formats stipulated in the Bidding Documents; and (iv) such other details as the Employer may consider appropriate. <p><u>Financial Proposal</u></p> <p>The inner envelope marked as "FINANCIAL PROPOSAL" within each Bid submission and modification submission will be opened publicly at a suitable location and at a time and date, following the end of Technical Proposal Evaluation as per ITB 30 in Bid data will be notified to Bidders by the Employer. This notification will be issued not later than 7 days prior to the date of opening in order to provide Bidders sufficient time to arrange for representatives to be present, if so desired.</p> <p>For each Bid the inner envelope marked as "FINANCIAL PROPOSAL" will be opened, following which the envelope inside marked as "ORIGINAL" will be opened. A preliminary check will be made on the original of the Financial Proposal and the following information announced at the opening:</p> <ul style="list-style-type: none"> (i) the notified name(s) of the Bidder; (ii) the compliance of the Letter of Bid with the text and format stipulated in the Bidding Documents; (iii) Total Bid Price including any discounts (iii) such other details as the Employer may consider appropriate <p><u>Bid opening (Technical Proposal)</u></p> <p>The bid opening shall take place at:</p> <p>Address: Office of Director General, Mahaweli Authority of Sri Lanka, 9th Floor, Mahaweli Authority Building, No. 500, T.B. Jayah Mawatha, Colombo 10, Sri Lanka.</p> <p>Date: 04.06.2025 Time: 11.00 <i>hrs</i></p> <p>The opening of Financial proposal will be notified to the respective bidders following the end of Technical Proposal Evaluation.</p>

30	<p>Add as clause 30.6,</p> <p><u>Technical Proposal</u></p> <p>The technical adequacy of the submitted bid will be assessed based on the information submitted with the bid.</p> <p>The Bidder's Technical Proposal, detailing how the required Works are to be carried out in accordance with the Technical Specification and all other requirements of the Contract, will be evaluated based on a detailed assessment of the material submitted in order to determine its acceptability. The technical submissions must demonstrate the adequacy of the Bidder's appreciation of all technical aspects of the Contract including:</p> <ol style="list-style-type: none"> 1. Financial capability 2. Key personals and site organization 3. General and similar work experience 4. Adequacy, compatibility and quality of the proposed method statement for the entire work 5. Concept, design approach, quality controlling, monitoring and inspection 6. Equipment and instruments to be installed 7. Realistic work program <p>If the technical information is found to be unsatisfactory and places any significant doubt on the capability of the Bidder to perform the Contract, then the Bid may be deemed to be not substantially responsive.</p> <p>The basis for the technical comparison of bids will be principally the information and data provided by Bidders in the documents comprising Technical proposal identified under ITB 21.1 in Bid Data Sheet.</p> <p>The information, technical data and other documentation to be submitted for each of these Forms and Schedules as part of the Technical Proposal shall be in full compliance with the requirements of these Instructions to Bidders and any other parts of the Bidding Documents.</p> <p>Bidders are strongly advised to:</p> <ol style="list-style-type: none"> (i) submit the statements and information requested and any other supporting data in the form and order indicated in the Forms & Schedules, and to ensure that all specific points on which information has to be submitted are fully covered; and (ii) ensure that all material submitted is complete in all respects but is also concise, avoiding the inclusion of material of marginal relevance or importance. <p>The Criteria and point system for the Evaluation and Comparison of Technical Proposals is as itemized below:</p> <table border="0" style="width: 100%;"> <tr> <td style="text-align: right;">Site organization arrangement</td><td style="text-align: right;">05</td></tr> <tr> <td style="text-align: right;">Proposed personnel</td><td style="text-align: right;">40</td></tr> <tr> <td style="text-align: right;">Project Manager</td><td style="text-align: right;">- 25</td></tr> <tr> <td style="text-align: right;">Site Engineer</td><td style="text-align: right;">- 10</td></tr> <tr> <td style="text-align: right;">Engineering Assistant</td><td style="text-align: right;">- 05</td></tr> <tr> <td style="text-align: right;">Adequacy, Compatibility and Quality of the</td><td></td></tr> </table>	Site organization arrangement	05	Proposed personnel	40	Project Manager	- 25	Site Engineer	- 10	Engineering Assistant	- 05	Adequacy, Compatibility and Quality of the	
Site organization arrangement	05												
Proposed personnel	40												
Project Manager	- 25												
Site Engineer	- 10												
Engineering Assistant	- 05												
Adequacy, Compatibility and Quality of the													

	<p> Proposed Method Statement 25 Proposed Conceptual Design 15 Work Plan including testing arrangement 15 Total <u>100</u> </p> <p> Bidders who have obtained the Minimum of 80 (out of hundred) and above for Technical Proposal will be considered as responsive and qualified for the opening of Financial Proposal Financial proposals of Unsuccessful Bids due to acquired points less than 80% for the Technical Proposal will be returned unopened. </p>
31.1	Preference for Domestic Bidders: Not Applicable
32	<p><u>If the Procurement is within the authority limit of a CAPC:</u></p> <p>After evaluation of Bids in accordance with the procedures described in bidding document the Employer will inform to all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder.</p> <p>The standstill period for the contract shall be 10 working days.</p> <p>Any unsuccessful bidders if they so wish, may make request for a debriefing within three working days of such notice to Director General, MASL. If unsuccessful bidders if wishes to submit an appeal such appeal shall made before the expiry of the stand still with the non refundable cash deposit equivalent to amount and address given below.</p> <p> Address: Director General Mahaweli Authority of Sri Lanka No 500, T.B.Jayah Mawatha Colombo. 10 Cash Deposit: Rupees 10,000/= </p>
35.1	<p><u>Amount of Performance Security</u></p> <p>The Standard Form of Performance Security acceptable to the Employer shall be a Guarantee from an Agency accepted and stated in the Procurement Guidelines.</p> <p>The successful Bidder <i>shall be</i> required to submit the below performance securities within 14 Days of receipt of the Letter of Acceptance.</p> <ul style="list-style-type: none"> • The amount of the Performance Security is 7% of the Initial Contract Price, 28 days beyond the expiry date of defect liability period, issued by a reputed commercial bank operating in Sri Lanka approved by the Central Bank. The Performance Security shall be valid until (date). • The amount of the Environmental, Social, Health and Safety (ESHS) Performance Security is 3% of the Initial Contract Price. 28 days

	<p>beyond the expiry date of defect liability period, issued by a reputed commercial bank operating in Sri Lanka approved by the Central Bank.</p> <p>The Environmental, Social, Health and Safety (ESHS) Performance Security shall be valid until (date).</p> <p>Performance Security shall only be an unconditional guarantee issued by a bank recognized by the Central Bank of Sri Lanka in accordance with the format given</p>
37	<p>Fees and types of reimbursable expenses to be paid to the Adjudicator shall be on a case to case basis and shall be shared equally by the Contractor and the Employer.</p>

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Section 3 – Conditions of Contract

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SECTION - 3

CONDITIONS OF CONTRACT

Conditions of Contract that will be applicable for this Contract is given in Section – 3 of the Standard Bidding Document for Procurement of Works, Major Contracts, ICTAD Publication No. ICTAD/SBD/02, second Edition, January 2007, published by the Institute for Construction Training and development (ICTAD), presently known as CIDA, Construction Industry Development Authority.

This publication will not be issued with the Documents and the Bidder is advised to procure it from CIDA, Sawsiripaya, 128, Wijerama Mawatha, Colombo 07.

Condition of Contract shall be read in conjunction with Contract Data provided under Section – 3 (Volume 1) of the Bidding Document.

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Section 4 – Contract Data

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SECTION - 4

CONTRACT DATA

This section shall be read in conjunction with Section 3 – Conditions of Contract and is intended to provide specific information in relation to corresponding clauses in section 3. Whenever there is a discrepancy, the provisions in Section 4 – Contract Data shall supersede those provided in the Section 3 – Conditions of Contract.

This publication will not be issued with the Documents and the Bidder is advised to procure it from CIDA, Sawsiripaya, 128, Wijerama Mawatha, Colombo 07

Section 4 - Contract Data

Conditions of Contract Clause Number/s		
(*) 1.1.2.2 & 1.3	Employer's name and address	Name: Director General Address: Mahaweli Authority of Sri Lanka, 9 th Floor No. 500, T. B. Jayah Mawatha, Colombo 10, Sri Lanka. Phone: +94 11 268 7238 Fax: +94 11 268 7391
	Employer's Representative	Name: Deputy Director General (Technical Services) Address: Mahaweli Authority of Sri Lanka, 3 rd Floor No. 500, T. B. Jayah Mawatha, Colombo 10, Sri Lanka.
1.3	Contractor's name and address	Name: Address:
(*) 1.1.2.4 & 1.3	Engineer's name and address	Name: Director Address: Division of Major Dams & Reservoir Operation, Mahaweli Authority of Sri Lanka, Digana Village, Rajawella.
	It shall be noted that the “Engineer” and the “Project Manager” has the same meaning for this contract document.	
1.1.2.5 Contractor's Personnel	Key Personnel The following is added at the end of the sub-clause: “Contractor's Personnel includes Key Personnel as named in the Contract.”	
1.1.2.9	Replace existing Clause 1.1.2.9 with following: “Dispute Adjudication Board” (DAB) means three persons appointed under Sub-Clause 19.2 [Appointment of the Dispute Adjudication Board] or Sub-Clause 19.3 [Failure to Agree on the Composition of the Dispute Adjudication Board] of the Conditions of Contract.	
(*) 1.1.3.3	Time for Completion of the Work	Time for Completion is 364 Days
(*) 1.1.3.7	Defects Notification Period	Defects Notification Period is 364 Days
1.1.6.8	The following is added after Sub-Clause 1.1.6.7 “ESHS” means environmental, social (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), health and safety.	

(*) 2. 1	Right to access to the Site	14 Days after Letter of Acceptance
(*) 3.1	Engineer's Duties and Authority	<p>The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions:</p> <p>(a). Clause 13, where the final effect of the variations increase the Contract Price</p> <p>(b). Sub-Clause</p>
4.1 Contractor's General Obligations	<p>Insert in the fifth paragraph after the words "<i>The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods which the Contractor proposes to adopt for the execution of the Works.</i>"</p> <p>"Notwithstanding Sub-Clause 8.1, the Contractor shall not carry out any Works, including mobilization and/or pre-construction activities (e.g. limited clearance for haul roads, site accesses and work site establishment, geotechnical investigations or investigations to select ancillary features such as quarries and borrow pits), unless the Engineer is satisfied that appropriate measures are in place to address environmental, social, health and safety risks and impacts. At a minimum, the Contractor shall apply the Management Strategies and Implementation Plans and Code of Conduct, submitted as part of the Bid and agreed as part of the Contract. The Contractor shall submit, on a continuing basis, for the Engineer's prior approval, such supplementary Management Strategies and Implementation Plans as are necessary to manage the ESHS risks and impacts of ongoing works. These Management Strategies and Implementation Plans collectively comprise the Contractor's Environmental and Social Management Plan (C-ESMP). The C-ESMP shall be approved prior to the commencement of construction activities (e.g. excavation, earth works, bridge and structure works, stream and road diversions, quarrying or extraction of materials, concrete batching and asphalt manufacture). The approved C-ESMP shall be reviewed, periodically (but not less than every six (6) months), and updated in a timely manner, as required, by the Contractor to ensure that it contains measures appropriate to the Works activities to be undertaken. The updated C-ESMP shall be subject to prior approval by the Engineer</p>	
(*) 4.2	Amount of Performance Security	<p>The acceptable form is unconditional guarantee, issued by a reputed commercial bank operating in Sri Lanka approved by the Central Bank on the format issued with the bidding document.</p> <ul style="list-style-type: none"> Amount of Performance Security required is 7% of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable, valid up to 28 days beyond the expiry date of defect liability period.

		<ul style="list-style-type: none"> The ESHS Performance Security will be in the form of a “demand guarantee” in the amount(s) of 3% of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount.
4.2 Performance Security	<p>Add the following</p> <p>The Contractor shall obtain (at his cost) an Environmental, Social, Safety and Health (ESHS) Performance Security for compliance with the Contractor’s ESHS obligations, for LKR</p> <p>The Contractor shall deliver ESHS Performance Security to the Employer within 14 days after receiving the Letter of Acceptance, and shall send a copy to the Engineer. The ESHS Performance Security shall be issued by a reputable bank selected by the Contractor, and shall be in the form annexed to the Particular Conditions, as stipulated by the Employer in the Contract Data, or in another form approved by the Employer.</p> <p>The Contractor shall ensure that the ESHS Performance Security is valid and enforceable until the Contractor has executed and completed the Works and remedied any defects. If the terms of the ESHS Performance Security specify its expiry date, and the Contractor has not become entitled to receive the Performance Certificate (which, if applicable, includes satisfactory performance of the ESHS obligations), by the date 28 days prior to the expiry date, the Contractor shall extend the validity of the ESHS Performance Security until the Works have been completed and any defects have been remedied.</p> <p>The Employer shall return the ESHS Performance Security to the Contractor within 21 days after receiving a copy of the Performance Certificate.</p>	
4.14 Progress Reports	<p>A. Sub-Clause 4.14 (g) is replaced by the following:</p> <p>B. “4.14 (g) the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B and Annexure 3”</p> <p>C. At the end of, and as part of Sub-Clause 4.14 add a new paragraph as follows:</p> <p>“The Contractor shall provide immediate notification to the Engineer of incidents in the following categories. Full details of such incidents shall be provided to the Engineer within the timeframe agreed with the Engineer.</p> <p>(a) confirmed or likely violation of any law or international agreement;</p> <p>(b) any fatality or serious (lost time) injury;</p> <p>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working</p>	

	<p>beyond the boundary)</p> <p>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or</p> <p>any allegation of gender based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehaviour, rape, sexual assault, child abuse, or defilement, or other violations involving children.</p>	
6.8 Contractor's Personnel	<p>Key Personnel</p> <p>Sub-Clauses 6.8 (d) is amended by inserting “or” at the end:</p> <p>“6.9 (d).....; or”</p> <p>Sub-Clauses 6.8 (e) is inserted as follows:</p> <p>“6.9 (e) undertakes behaviour which breaches the Code of Conduct (ESHS) (e.g. spreading communicable diseases, sexual harassment, gender based violence, (GBV), sexual exploitation or abuse, illicit activity or crime).”</p> <p>After the sentence: <i>“If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.”</i> the following is added as a new paragraph:</p> <p>“The Contractor’s Personnel includes Key Personnel. If the Contractor intends to replace a Key Personnel, the Contractor shall, not less than 30 days before the intended date of replacement, give notice to the Engineer, the name, address, academic qualifications and relevant experience of the intended replacement Key Personnel. The Contractor shall not, without the prior consent of the Engineer, revoke the appointment of the Key Personnel or appoint a replacement.”</p>	
(*) 8.7	Liquidated damages for the Works	0.05 % of the Initial Contract Price per Day
(*) 8.7	Maximum amount of liquidated damages	10% of the Initial Contract Price
12.2 (b)	Method of Measurement	The Method of Measurement shall be as mentioned in Section 8 – Method of measurements
13.3 Variation procedure	<p>Sub-Clause 13.3. (a) is replaced with the following:</p> <p>“(a) a description of the proposed work to be performed, a programme for its execution and sufficient ESHS information to enable an evaluation of ESHS risks and impacts;”</p>	
(*) 13.4(b)	Percentage for adjustment of provisional sums	10%

13.4(b) II	Overhead and profit factor	17%
13.7 Adjustment for changes in Cost	Contract is subjected to price adjustments	
13.7	Weightings of Inputs	
(*) 14.2	Total Advance Payment	20% of the Initial Contract Price excluding provisional sums and contingencies
(*) 14.2	Number and timing of instalments	Not Applicable
(*) 14.3(c)	Percentage of retention	10% of the certified work done
(*) 14.3(c)	Limit of Retention Money	5% of the Initial Contract Price
(*) 14.5	Minimum amount of Interim Payment Certificates	. 1,500,000.00
(*)14.8	Alternative method for Payment of Retention	On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.
(*) 18.2	Third Party Insurance	This Amount of insurance per occurrence is LKR. 1,000,000.00
	<p>In the following sub-clauses the term “Performance Security” is replaced with: “Performance Security and, if applicable, an Environmental, Social, Health and Safety (ESHS) Performance Security”:</p> <p>2.1- Right of Access to the Site 14.2- Advance Payment 14.5- Issue of Interim Payment Certificate</p>	

	14.11- Discharge 15.5- Employer’s Entitlement to Termination for Convenience 16.4(a)- Payment on termination”
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APPENDIX TO CONTRACT DATA

APPENDIX A

A General Conditions of Dispute Adjudication Agreement

1. Definitions

Each “Dispute Adjudication Agreement” is a tripartite agreement by and between:

- (a) the “Employer”;
- (b) the “Contractor”; and
- (c) the “Member” who is defined in the Dispute Adjudication Agreement as being one of the three persons who are jointly called the “DAB” (or “Dispute Adjudication Board”) and, where this is the case, the other two persons are called the “Other Members.”

The Employer and the Contractor have entered (or intend to enter) into a contract, which is called the “Contract” and is defined in the Dispute Adjudication Agreement, which incorporates this Appendix. In the Dispute Adjudication Agreement, words and expressions which are not otherwise defined shall have the meanings assigned to them in the Contract.

2. General Provisions

Unless otherwise stated in the Dispute Adjudication Agreement, it shall take effect on the latest of the following dates:

- (a) the Commencement Date defined in the Contract,
- (b) when the Employer, the Contractor and the Member have each signed the Dispute Adjudication Agreement, or
- (c) when the Employer, the Contractor and each of the Other Members have respectively each signed a Dispute Adjudication Agreement.

This employment of the Member is a personal appointment. At any time, the Member may give not less than 70 Days notice of resignation to the Employer and to the Contractor, and the Dispute Agreement shall terminate upon the expiry of this period.

3. Warranties

The Member warrants and agrees that he/she is and shall be impartial and independent of the Employer, the Contractor and the Engineer. The Member shall promptly disclose, to each of them and to the Other Members, any fact or circumstance which might appear inconsistent with his/her warranty and agreement of impartiality and independence.

When appointing the Member, the Employer and the Contractor relied upon the Member’s representations that he/she is:

- (a) experienced in the work which the Contractor is to carry out under the Contract,
- (b) experienced in the interpretation of contract documentation, and
- (c) fluent in the language for communications defined in the Contract.

**4. General
Obligations of the
Member**

The Member shall:

- (a) have no interest financial or otherwise in the Employer, the Contractor or Engineer, nor any financial interest in the Contract except for payment under the Dispute Adjudication Agreement;
- (b) not previously have been employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except in such circumstances as were disclosed in writing to the Employer and the Contractor before they signed the Dispute Adjudication Agreement;
- (c) have disclosed in writing to the Employer, the Contractor and the Other Members, before entering into the Dispute Adjudication Agreement and to his/her best knowledge and recollection, any professional or personal relationships with any director, officer or employee of the Employer, the Contractor or the Engineer, and any previous involvement in the overall project of which the Contract forms part;
- (d) not, for the duration of the Dispute Adjudication Agreement, be employed as a consultant or otherwise by the Employer, the Contractor or the Engineer, except as may be agreed in writing by the Employer, the Contractor and the Other Members;
- (e) comply with the annexed procedural rules and with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract;
- (f) not give advice to the Employer, the Contractor, the Employer's Personnel or the Contractor's Personnel concerning the conduct of the Contract, other than in accordance with the annexed procedural rules;
- (g) not while a Member enter into discussions or make any agreement with the Employer, the Contractor or the Engineer regarding employment by any of them, whether as a consultant or otherwise, after ceasing to act under the Dispute Adjudication Agreement;
- (h) ensure his/her availability for all site visits and hearings as are necessary;
- (i) become conversant with the Contract and with the progress of the Works (and of any other parts of the project of which the

Contract forms part) by studying all documents received which shall be maintained in a current working file;

- (j) treat the details of the Contract and all the DAB's activities and hearings as private and confidential, and not publish or disclose them without the prior written consent of the Employer, the Contractor and the Other Members; and
- (k) be available to give advice and opinions, on any matter relevant to the Contract when requested by both the Employer and the Contractor, subject to the agreement of the Other Members.

**5. General
Obligations of the
Employer and the
Contractor**

The Employer, the Contractor, the Employer's Personnel and the Contractor's Personnel shall not request advice from or consultation with the Member regarding the Contract, otherwise than in the normal course of the DAB's activities under the Contract and the Dispute Adjudication Agreement. The Employer and the Contractor shall be responsible for compliance with this provision, by the Employer's Personnel and the Contractor's Personnel respectively.

The Employer and the Contractor undertake to each other and to the Member that the Member shall not, except as otherwise agreed in writing by the Employer, the Contractor, the Member and the Other Members:

- (a) be appointed as an arbitrator in any arbitration under the Contract;
- (b) be called as a witness to give evidence concerning any dispute before arbitrator(s) appointed for any arbitration under the Contract; or
- (c) be liable for any claims for anything done or omitted in the discharge or purported discharge of the Member's functions, unless the act or omission is shown to have been in bad faith.

The Employer and the Contractor hereby jointly and severally indemnify and hold the Member harmless against and from claims from which he is relieved from liability under the preceding paragraph.

Whenever the Employer or the Contractor refers a dispute to the DAB under Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, which will require the Member to make a site visit and attend a hearing, the Employer or the Contractor shall provide appropriate security for a sum equivalent to the reasonable expenses to be incurred by the

Member. No account shall be taken of any other payments due or paid to the Member.

6. Payment

The Member shall be paid as follows:

- (a) a retainer fee per calendar month, which shall be considered as payment in full for:
 - (i) being available on 28 Days notice for all site visits and hearings;
 - (ii) becoming and remaining conversant with all project developments and maintaining relevant files;
 - (iii) all office and overhead expenses including secretarial services, photocopying and office supplies incurred in connection with his duties; and
 - (iv) all services performed hereunder except those referred to in sub-paragraphs (b) and (c) of this Clause.

The retainer fee shall be paid with effect from the last day of the calendar month in which the Dispute Adjudication Agreement becomes effective; until the last day of the calendar month in which the Taking-Over Certificate is issued for the whole of the Works.

With effect from the first day of the calendar month following the month in which the Taking-Over Certificate is issued for the whole of the Works, the retainer fee shall be reduced by 50%. This reduced fee shall be paid until the first day of the calendar month in which the Member resigns or the Dispute Adjudication Agreement is otherwise terminated.

- (b) a daily fee which shall be considered as payment in full for:
 - (i) each day or part of a day up to a maximum of two Days travel time in each direction for the journey between the Member's home and the site, or another location of a meeting with the Other Members;
 - (ii) each working day on Site visits, hearings or preparing decisions; and
 - (iii) each day spent reading submissions in preparation for a hearing.
- (c) all reasonable expenses including necessary travel expenses (hotel and subsistence and other direct travel expenses) incurred in connection with the Member's duties, as well as the cost of telephone calls, courier charges, and faxes: a receipt

shall be required for each item in excess of five percent of the daily fee referred to in sub-paragraph (b) of this Clause.

The retainer and daily fees shall be as specified in the Dispute Adjudication Agreement. Unless it specifies otherwise, these fees shall remain fixed for the entire duration of the Contract.

The Member shall submit invoices for payment of the monthly retainer quarterly in advance. Invoices for other expenses and for daily fees shall be submitted following the conclusion of a site visit or hearing. All invoices shall be accompanied by a brief description of activities performed during the relevant period and shall be addressed to the Contractor.

The Contractor shall pay each of the Member's invoices in full within 56 calendar days after receiving each invoice and shall apply to the Employer (in the Statements under the Contract) for reimbursement of one-half of the amounts of these invoices. The Employer shall then pay the Contractor in accordance with the Contract.

If the Contractor fails to pay to the Member the amount to which he/she is entitled under the Dispute Adjudication Agreement, the Employer shall pay the amount due to the Member and any other amount which may be required to maintain the operation of the DAB; and without prejudice to the Employer's rights or remedies. In addition to all other rights arising from this default, the Employer shall be entitled to reimbursement of all sums paid in excess of one-half of these payments, plus all costs of recovering these sums and financing charges calculated at the rate specified in Sub-Clause 14.7 of the Conditions of Contract.

If the Member does not receive payment of the amount due within 70 days after submitting a valid invoice, the Member may (i) suspend his/her services (without notice) until the payment is received, and/or (ii) resign his/her appointment by giving notice under Clause 7.

7. Termination

At any time: (i) the Employer and the Contractor may jointly terminate the Dispute Adjudication Agreement by giving 42 Days notice to the Member; or (ii) the Member may resign as provided for in Clause 2.

If the Member fails to comply with the Dispute Adjudication Agreement, the Employer and the Contractor may, without prejudice to their other rights, terminate it by notice to the Member. The notice shall take effect when received by the Member.

If the Employer or the Contractor fails to comply with the Dispute Adjudication Agreement, the Member may, without prejudice to his other rights, terminate it by notice to the Employer and the Contractor. The notice shall take effect when received by them both.

Any such notice, resignation and termination shall be final and binding on the Employer, the Contractor and the Member. However, a notice by the Employer or the Contractor, but not by both, shall be of no effect.

8. Default of the Member

If the Member fails to comply with any of his obligations under Clause 4 (a) - (d) above, he shall not be entitled to any fees or expenses hereunder and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses received by the Member and the Other Members, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

If the Member fails to comply with any of his obligations under Clause 4 (e) - (k) above, he shall not be entitled to any fees or expenses hereunder from the date and to the extent of the non-compliance and shall, without prejudice to their other rights, reimburse each of the Employer and the Contractor for any fees and expenses already received by the Member, for proceedings or decisions of the DAB which are rendered void or ineffective by the said failure to comply.

9. Disputes

Any dispute or claim arising out of or in connection with this Dispute Adjudication Agreement, or the breach, termination or invalidity thereof, shall be finally settled in accordance with Arbitration Act No 11, 1995 of Sri Lanka with a sole Arbitrator..

PROCEDURAL RULES

1. Unless otherwise agreed by the Employer and the Contractor, the DAB shall visit the site at intervals of not more than 70 days, including times of critical construction events, at the request of either the Employer or the Contractor. Unless otherwise agreed by the Employer, the Contractor and the DAB, the period between consecutive visits shall not be less than 35 days, except as required to convene a hearing as described below.
2. The timing of and agenda for each site visit shall be as agreed jointly by the DAB, the Employer and the Contractor, or in the absence of agreement, shall be decided by the DAB. The purpose of site visits is to enable the DAB to become and remain acquainted with the progress of the Works and of any actual or potential problems or claims, and, as far as reasonable, to endeavour to prevent potential problems or claims from becoming disputes.
3. Site visits shall be attended by the Employer, the Contractor and the Engineer and shall be co-ordinated by the Employer in co-operation with the Contractor. The Employer shall ensure the provision of appropriate conference facilities and secretarial and copying services. At the conclusion of each site visit and before leaving the site, the DAB shall prepare a report on its activities during the visit and shall send copies to the Employer and the Contractor.
4. The Employer and the Contractor shall furnish copy each to the members of the DAB all documents which the DAB may request, including Contract documents, progress reports, variation instructions, certificates and other documents pertinent to the performance of the Contract. All communications between the DAB and the Employer or the Contractor shall be copied to the other Party.
5. If any dispute is referred to the DAB in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) of the Conditions of Contract, the DAB shall proceed in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision) and these Rules. Subject to the time allowed to give notice of a decision and other relevant factors, the DAB shall:
 - (a) act fairly and impartially as between the Employer and the Contractor, giving each of them a reasonable opportunity of putting his case and responding to the other's case, and
 - (b) adopt procedures suitable to the dispute, avoiding unnecessary delay or expense.
6. The DAB may conduct a hearing on the dispute, in which event it will decide on the date and place for the hearing and may request that written documentation and arguments from the Employer and the Contractor be presented to it prior to or at the hearing.
7. Except as otherwise agreed in writing by the Employer and the Contractor, the DAB shall have power to adopt an inquisitorial procedure, to refuse admission to hearings or audience at hearings to any persons other than representatives of the Employer, the Contractor and the Engineer, and to proceed in the absence of any party who the DAB is satisfied received notice of the hearing; but shall have discretion to decide whether and to what extent this power may be exercised.

8. The Employer and the Contractor empower the DAB, among other things, to:
 - (a) establish the procedure to be applied in deciding a dispute,
 - (b) decide upon the DAB's own jurisdiction, and as to the scope of any dispute referred to it,
 - (c) conduct any hearing as it thinks fit, not being bound by any rules or procedures other than those contained in the Contract and these Guidelines,
 - (d) take the initiative in ascertaining the facts and matters required for a decision,
 - (e) make use of its own specialist knowledge, if any,
 - (f) decide upon the payment of financing charges in accordance with the Contract,
 - (g) decide upon any provisional relief such as interim or conservatory measures, and
 - (h) open up, review and revise any certificate, decision, determination, instruction, opinion or valuation of the Engineer, relevant to the dispute.
9. The DAB shall not express any opinions during any hearing concerning the merits of any arguments advanced by the Parties. Thereafter, the DAB shall make and give its decision in accordance with Sub-Clause 19.4 (Obtaining Dispute Adjudication Board's Decision), or as otherwise agreed by the Employer and the Contractor in writing. The DAB:
 - (a) shall convene in private after a hearing, in order to have discussions and prepare its decision
 - (b) shall endeavour to reach a unanimous decision: if this proves impossible the applicable decision shall be made by a majority of the Members, who may require the minority Member to prepare a written report for submission to the Employer and the Contractor; and
 - (c) Member fails to attend a meeting or hearing, or to fulfill any required function, the other two Members may nevertheless proceed to make a decision, unless:
 - (i). either the Employer or the Contractor does not agree that they do so, or
 - (ii). the absent Member is the chairman and he/she instructs the other Members to not make a decision.

DISPUTE ADJUDICATION AGREEMENT

[for each member of a three - person DAB]

Name and details of Contract
Name and address of Employer
Name and address of Contractor
Name and address of Member

Whereas the Employer and the Contractor have entered into the Contract and desire jointly to appoint the Member to act as one of the three persons who are jointly called the Dispute Adjudication Board (DAB)
[and desire the Member to act as chairman of the DAB]

The Employer, Contractor and Member jointly agree as follows:

1. The conditions of this Dispute Adjudication Agreement comprise the “General Conditions of Dispute Adjudication Agreement” which is appended to the General Conditions of the “Standard Bidding Document, Procurement of Works, Major Contracts - Second Edition, January 2007” and the following provisions. In these provisions, which include amendments and additions to the General Conditions of Dispute Adjudication Agreement, words and expressions shall have the same meanings as are assigned to them in the General Conditions of Dispute Adjudication Agreement.

2. *[Details of amendments to the General Conditions of Dispute Adjudication Agreement, if any]*

For example:

In the procedural rules annexed to the General Conditions of Dispute Adjudication Agreement, Rule _____ is deleted and replaced by: “.....”]

- 3 In accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement the Member shall be paid as follows:

A retainer fee of _____ per calendar month,
plus a daily fee of _____ per day.

- 4 In consideration of these fees and other payments to be made by the Employer and the Contractor in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement, the Member undertakes to serve, as described in this Dispute Adjudication Agreement, as one of the three persons who are jointly to act as the DAB.
- 5 The Employer and the Contractor jointly and severally undertake to pay the Member, in consideration of the carrying out of these services, in accordance with Clause 6 of the General Conditions of Dispute Adjudication Agreement.
- 6 This Dispute Adjudication Agreement shall be governed by the law of _____

SIGNED by: _____

SIGNED by: _____

SIGNED by: _____

for and on behalf of the employer
in the presence of

for and on behalf of the Contractor
in the presence of

the Member
in the presence of

Witness: _____

Witness: _____

Witness : _____

Name: _____

Name: _____

Name : _____

Address: _____

Address: _____

Address : _____

Date: _____

Date: _____

Date: _____

APPENDIX B

Environmental, Social, Health and Safety (ESHS)

Metrics for Progress Reports

Suggested Metrics for regular reporting is as follows. Successful Bidder shall provide the progress reports as per the C-ESMP and the related incidences

- a. environmental incidents or non-compliances with contract requirements, including contamination, pollution or damage to ground or water supplies;
- b. health and safety incidents, accidents, injuries and all fatalities that require treatment;
- c. interactions with regulators: identify agency, dates, subjects, outcomes (report the negative if none);
- d. status of all permits and agreements:
 - i. work permits: number required, number received, actions taken for those not received;
 - ii. status of permits and consents: if any
 - List areas/facilities with permits required (quarries, asphalt & batch plants), dates of application, dates issued (actions to follow up if not issued), dates submitted to resident engineer (or equivalent), status of area (waiting for permits, working, abandoned without reclamation, decommissioning plan being implemented, etc.);
 - list areas with landowner agreements required (borrow and spoil areas, camp sites), dates of agreements, dates submitted to resident engineer (or equivalent);
 - identify major activities undertaken in each area in the reporting period and highlights of environmental and social protection (land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation);
 - for quarries: status of relocation and compensation (completed, or details of activities and current status in the reporting period).
- e. health and safety supervision:
 - i. safety officer: number days worked, number of full inspections & partial inspections, reports to construction/project management;
 - ii. number of workers, work hours, metric of PPE use (percentage of workers with full personal protection equipment (PPE), partial, etc.), worker violations observed (by type of violation, PPE or otherwise), warnings given, repeat warnings given, follow-up actions taken (if any);
- f. worker accommodations:
 - i. number of expats housed in accommodations, number of locals;

- ii. date of last inspection, and highlights of inspection including status of accommodations' compliance with national and local law and good practice, including sanitation, space, etc.;
 - iii. actions taken to recommend/require improved conditions, or to improve conditions.
- g. HIV/AIDS: provider of health services, information and/or training, location of clinic, number of non-safety disease or illness treatments and diagnoses (no names to be provided);
- h. gender (for expats and locals separately): number of female workers, percentage of workforce, gender issues raised and dealt with (cross-reference grievances or other sections as needed);
- i. training:
 - i. number of new workers, number receiving induction training, dates of induction training;
 - ii. number and dates of toolbox talks, number of workers receiving Occupational Health and Safety (OHS), environmental and social training;
 - iii. number and dates of HIV/AIDS sensitization and/or training, no. workers receiving training (in the reporting period and in the past); same questions for gender sensitization, flag person training.
 - iv. number and date of GBV /SEA sensitization and/or training, number of workers receiving training on code of conduct (in the reporting period and in the past), etc.
- j. environmental and social supervision:
 - i. environmentalist: days worked, areas inspected and numbers of inspections of each (road section, work camp, accommodations, quarries, borrow areas, spoil areas, swamps, forest crossings, etc.), highlights of activities/findings (including violations of environmental and/or social best practices, actions taken), reports to environmental and/or social specialist/construction/site management;
 - ii. sociologist: days worked, number of partial and full site inspections (by area: road section, work camp, accommodations, quarries, borrow areas, spoil areas, clinic, HIV/AIDS center, community centers, etc.), highlights of activities (including violations of environmental and/or social requirements observed, actions taken), reports to environmental and/or social specialist/construction/site management; and
 - iii. Community liaison person(s): days worked (hours community center open), number of people met, highlights of activities (issues raised, etc.), reports to environmental and/or social specialist /construction/site management.
- k. Grievances: list new grievances (e.g. allegations of GBV / SEA) received in the reporting period and unresolved past grievances by date received, complainant, how received, to whom referred to for action, resolution and date (if completed), data resolution reported to complainant, any required follow-up (Cross-reference other sections as needed):
 - i. Worker grievances;

- ii. Community grievances
- l. Traffic and vehicles/equipment:
 - i. traffic accidents involving project vehicles & equipment: provide date, location, damage, cause, follow-up;
 - ii. accidents involving non-project vehicles or property (also reported under immediate metrics): provide date, location, damage, cause, follow-up;
 - iii. overall condition of vehicles/equipment (subjective judgment by environmentalist); non-routine repairs and maintenance needed to improve safety and/or environmental performance (to control smoke, etc.).
- m. Environmental mitigations and issues (what has been done):
 - i. dust: number of working bowsters, number of waterings/day, number of complaints, warnings given by environmentalist, actions taken to resolve; highlights of quarry dust control (covers, sprays, operational status); % of rock/spoil lorries with covers, actions taken for uncovered vehicles;
 - ii. erosion control: controls implemented by location, status of water crossings, environmentalist inspections and results, actions taken to resolve issues, emergency repairs needed to control erosion/sedimentation;
 - iii. quarries, borrow areas, spoil areas, asphalt plants, batch plants: identify major activities undertaken in the reporting period at each, and highlights of environmental and social protection: land clearing, boundary marking, topsoil salvage, traffic management, decommissioning planning, decommissioning implementation;
 - iv. blasting: number of blasts (and locations), status of implementation of blasting plan (including notices, evacuations, etc.), incidents of off-site damage or complaints (cross-reference other sections as needed);
 - v. spill cleanups, if any: material spilled, location, amount, actions taken, material disposal (report all spills that result in water or soil contamination);
 - vi. waste management: types and quantities generated and managed, including amount taken offsite (and by whom) or reused/recycled/disposed on-site;
 - vii. details of tree plantings and other mitigations required undertaken in the reporting period;
 - viii. details of water and swamp protection mitigations required undertaken in the reporting period.
- n. compliance:
 - i. compliance status for conditions of all relevant consents/permits, for the Work, including quarries, etc.): statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance;
 - ii. compliance status of C-ESMP/ESIP requirements: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance

- iii. compliance status of GBV/SEA prevention and response action plan: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- iv. compliance status of Health and Safety Management Plan re: statement of compliance or listing of issues and actions taken (or to be taken) to reach compliance
- v. other unresolved issues from previous reporting periods related to environmental and social: continued violations, continued failure of equipment, continued lack of vehicle covers, spills not dealt with, continued compensation or blasting issues, etc. Cross-reference other sections as needed.

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Section 5 – Standard Forms Contract

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SECTION - 5

STANDARD FORMS (CONTRACT)

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FORM OF LETTER OF ACCEPTANCE

[Letter heading paper of the procuring entity]

..... *[date]*

To: *[name and address of the Contractor]*

This is to notify you that your bid dated *[insert date]* for the construction and remedying defects of the *[name of the Contract and identification number]* for the Contract price of*[name of currency]*.....*[amount in figures and words]* as corrected in accordance with Instructions to Bidders and/ or modified by a Memorandum of Understanding, is hereby accepted.

You are hereby instructed to proceed with the execution of the said Works in accordance with the Contract documents.

The Commencement Date shall be: *(fill the date as per Clause 8.1 of Conditions of Contract)*.

The amount of Performance Security is : *(fill the amount as per Clause 4.2 of Conditions of Contract)*.

The Performance Security shall be submitted on or before *(fill the date as per Clause 4.2 of Conditions of Contract)*.

Authorized Signature :

Name and title of Signatory :

FORM OF AGREEMENT

This Agreement made the [day] of [month] 20..... [year], between [name and address of Employer] (hereinafter called and referred to as “the Employer”), of the one part, and [name and address of Contractor] (hereinafter called and referred to as “the Contractor”), of the other part:

Whereas the Employer desires that the Contractor execute [name and identification no of Contract] (hereinafter called and referred to as “the Works”) and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and remedying of any defects therein.

The Employer and the Contractor agree as follows::

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract.
2. In consideration of the payments to be made by the Employer to the Contractor as indicated in this Agreement, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all respects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execute and complete the Works and remedy any defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof the parties hereto have caused this Agreement to be executed the day and year aforementioned in accordance with laws of Sri Lanka.

.....
Authorised signature of Contractor

.....
Authorised signature of Employer

COMMON SEAL

COMMON SEAL

In the presence of
Witnesses :

1. Name and NIC No.
Signature
Address
2. Name and NIC No.
Signature
Address

**FORM OF PERFORMANCE SECURITY
(Unconditional)**

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

Beneficiary: ----- *[Name and Address of Employer]*

Date: -----

PERFORMANCE GUARANTEE No.: -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. ----- *[reference number of the Contract]* dated ----- with you, for the ----- *[insert "construction"]* of ----- *[name of Contract and brief description of Works]* (hereinafter called "the Contract").

Furthermore, we understand that, according to the Conditions of the Contract, a performance guarantee is required.

At the request of the Contractor, we ----- *[name of Agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (-----) *[amount in words]*, upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation(s) under the Contract, without your needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the day of, 20.. *[insert date, 28 days beyond the Defect liability Period]* and any demand for payment under it must be received by us at this office on or before that date.

[signature(s)]

ENVIRONMENTAL, SOCIAL, HEALTH AND SAFETY (ESHS) PERFORMANCE SECURITY

ESHS Demand Guarantee

[Guarantor letterhead or SWIFT identifier code]

Beneficiary: *Director General, Mahaweli Authority of Sri Lanka*

Date: *_ [Insert date of issue]*

ESHS PERFORMANCE GUARANTEE No.: *[Insert guarantee reference number]*

Guarantor: *[Insert name and address of place of issue, unless indicated in the letterhead]*

We have been informed that _____ (hereinafter called "the Applicant") has entered into Contract No. _____ dated _____ with the Beneficiary, for the execution of _____ (hereinafter called "the Contract").

Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Applicant, we as Guarantor, hereby irrevocably undertake to pay the Beneficiary any sum or sums not exceeding in total an amount of _____ (_____),¹¹ such sum being payable in the types and proportions of currencies in which the Contract Price is payable, upon receipt by us of the Beneficiary's complying demand supported by the Beneficiary's statement, whether in the demand itself or in a separate signed document accompanying or identifying the demand, stating that the Applicant is in breach of its Environmental and/or Social and/or Health and/or Safety (ESHS) obligation(s) under the Contract, without the Beneficiary needing to prove or to show grounds for your demand or the sum specified therein.

This guarantee shall expire, no later than the Day of, 2...²², and any demand for payment under it must be received by us at this office indicated above on or before that date.

This guarantee is subject to the Uniform Rules for Demand Guarantees (URDG) 2010 Revision, ICC Publication No. 758, except that the supporting statement under Article 15(a) is hereby excluded.

[signature(s)]

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.

¹¹ The Guarantor shall insert an amount representing the percentage of the Accepted Contract Amount specified in the Letter of Acceptance, less provisional sums, if any, and denominated either in the currency (cies) of the Contract or a freely convertible currency acceptable to the Beneficiary.

²² Insert the date twenty-eight days after the expected completion date as described in GC Clause 11.9. The Employer should note that in the event of an extension of this date for completion of the Contract, the Employer would need to request an extension of this guarantee from the Guarantor. Such request must be in writing and must be made prior to the expiration date established in the guarantee. In preparing this guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "The Guarantor agrees to a one-time extension of this guarantee for a period not to exceed [six months] [one year], in response to the Beneficiary's written request for such extension, such request to be presented to the Guarantor before the expiry of the guarantee."

FORM OF ADVANCE PAYMENT SECURITY

----- [Name and address of Agency, and Address of Issuing Branch or Office] -----

Beneficiary: ----- [Name and Address of Employer]

Date: -----

ADVANCE PAYMENT GUARANTEE No.: -----

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

Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum ----- [amount in figures] (-----) [amount in words] is to be made against an advance payment guarantee.

At the request of the Contractor, we ----- [name of issuing agency] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- [amount in figures] (-----) [amount in words] upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation in repayment of the Advance Payment under the Contract.

The maximum amount of this guarantee shall be progressively reduced by the amount of the advance payment repaid by the Contractor.

This guarantee shall expire on [Insert the date, 28 days beyond the Time of Completion]

Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

FORM OF RETENTION MONEY GUARANTEE

----- *[Issuing Agency's Name, and Address of Issuing Branch or Office]* -----

Beneficiary: ----- *[Name and Address of Employer]* -----

Date: -----

RETENTION MONEY GUARANTEE No.: -----

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

Furthermore, we understand that, according to the conditions of the Contract, when the works have being taken over and the first half of the Retention Money has been certified for payment, payment of the second half of the Retention Money may be made against a Retention Money guarantee.

At the request of the Contractor, we ----- *[name of agency]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of ----- *[amount in figures]* (--- -----) *[amount in words]* upon receipt by us of your first demand in writing accompanied by a written statement stating that the Contractor is in breach of its obligation under the Contract because the Contractor has not attended to the defects in accordance with the Contract..

This guarantee shall expire, at the latest, ----- *[insert 28 Days after the end of the Defects Liability Period]*. Consequently, any demand for payment under this guarantee must be received by us at this office on or before that date.

[signature(s)]

FORM OF ESHS DECLARATION

Date: _____

Bid No.: _____

To: _____

We, the undersigned, declare that contracts *have/ have not been* suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years.

(Note: If suspended, terminated or Performance Security is called give details)

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for suspension or termination: [indicate main reason(s) e.g. for GBV/ SEA breaches]	[insert amount]
...	...	[list all applicable contracts]	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for calling of performance security: [indicate main reason(s) e.g. for GBV/ SEA breaches]		[insert amount]

Signed: _____

In the capacity of _____

Name: _____

Duly authorized to sign the bid for and on behalf of: _____

Dated on _____ day of _____, _____

Corporate Seal (where appropriate)

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Section 6 - Specifications

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SECTION - 6

WORKS' REQUIREMENT

Section – 6 specifications of standard Bidding Document for Procurement of Works, Major Contracts, ICTAD Publication No. ICTAD/SBD/02, second Edition, January 2007, published by the Institute for Construction Training and development (ICTAD), presently known as CIDA, Construction Industry Development Authority is replaced as Works' Requirements and Contractor shall execute the works according to the specifications and objectives mentioned under this section.

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Scope of Works

A. General Information

A.1 Introduction

The Infrastructure Improvements (Component - 2) of the Integrated Watershed & Water Resources Management Project (IWWRMP) funded by the World Bank, made financial inputs to attend the balance suspended works under previous project, such as dam movement monitoring, downstream erosion control, inspection of underground galleries etc., for further improvement of safety and operational efficiency in large and medium dams. The Integrated Watershed & Water Resources Management Project of the Ministry of [Agriculture, Livestock, Land and Irrigation](#), functions as the Project Management Unit and the respective dam owners, function as the Implementing Agencies for the dams owned by them. The works are undertaken under several contract packages.

Accordingly, this contract package is formulated to execute the specialized works involved with rectification of leakages through spillway of Kalawewa Reservoir currently visible from downstream surface of the natural spillway.

A.2 Location of the Site

Kalawewa is one of the great irrigation heritage structure constructed during the Anuradhapura kingdom. Present Kalawewa is known as a combination of two ancient tanks called Balaluwewa and Kalawewa. Proposed work is to be conducted at the natural spillway of Kalawewa which is 35 km North West from Dambulla, it is and situated next to B423, Kalawewa – Galewela Road (Figure – i).

A.3 Salient Features

Hydrology Data	
Catchment Area (direct):	552 km ²
Design Flood 1000 year	2836 m ³ /sec
Probable Maximum Flood	133.28 m above MSL
Reservoir	
Full Supply Level (FSL)	129.235 m (424 ft) above MSL

Gate Operation level (flood):	129.235 m above MSL
Minimum Operation level (MOL):	118.87 m above MSL
Gross storage up to FSL:	104 MCM
Dam	
Type	Homogeneous earth fill
Maximum Height above Bed Level	14.5m approximately
Crest Elevation	Varies between 134.5m & 133.80 m above MSL
Length along Crest	6500 m
Spillway	
Type	Gated section of spillway with 2 radial gates, Un-gated section and Emergency Breaching section
Gated Spill	
Spillway gate dimensions	6.1 m x 6.1 m
Gated spill sill level	123.14 m above MSL
Gate construction	Fabricated steel with rubber seals
Length of Gated spillway	2x 6.1m width bays and a middle pier
Length of un-gated spillway	185m
Ogee Crested ungated Spillway	
Un-gated spill crest level	129.235 m above MSL
Length of un-gated spillway	185m
Emergency Breaching Section	
Breaching section elevation	131.37 m above MSL
Breaching section length	300 m
Left Bank Sluice (LB)	
Type	Reinforced Concrete
Chainage	01+420
Sill Level	121.92 m above MSL
Control gate	
Type of control gate	Fabricated steel, slide, bronze seal with electrically operated hoist
Number of control gates	2
Dimensions of control gate	1.56 m high x 1.61 m wide
Bulkhead gates	
Type of bulkhead gates	Fabricated steel, fixed wheel with rubber seals, chain block hoist
Number of bulkhead gates	3
Dimension of bulkhead gate	2.25 m high x 1.74 m wide

Balaluwewa Goda Ela (BGE)	
Type	Masonry stone
Chainage	01+560
Sill Level	121.62 m above MSL
Control gate	
Type of control gate	Cast iron, slide, ring seal of bronze 690mm diameter
Number of control gates	
Dimensions of control gate	0.799 m high x 0.861 m wide
Kalawewa Goda Ela (KGE)	
Type	Masonry stone
Chainage	04+774
Sill Level	120.09 m above MSL
Control gate	
Type of control gate	Cast iron, slide, ring seal of bronze 691mm inner diameter and 799 mm outer diameter
Number of control gates	
Dimensions of control gate	0.799 m high x 0.861 m wide
Kalawewa Yoda Ela (KYE)	
Type	Masonry stone
Chainage	06++600
Sill Level	118.87 m above MSL
Control gate	
Type of control gate	Cast iron, slide, rectangular bronze seal
Number of control gates	3
Dimensions of control gate	0.927 m high x 774 m wide
High Level (Puliyankulama) Sluice	
Type	Masonry stone
Chainage	Beyond RB sluice
Sill Level	126.0 m above MSL
Control gate	
Type of control gate	Cast iron, slide, rectangular bronze seal
Number of control gates	1
Dimensions of control gate	9” circular
RB (Nawa Jayaganga) Sluice	
Type	Reinforced Concrete
Chainage	Beyond 06+780
Sill Level	121.92 m above MSL

Control gate	
Type of control gate	Fabricated steel, slide, bronze seal with electrically operated hoist
Number of control gates	3
Dimensions of control gate	1.88 m x 1.88 m (6' 10" x 6' 10")
Bulkhead gates	
Type of bulkhead gates	Fabricated steel, fixed wheel with rubber seals, chain block hoist
Number of bulkhead gates	3
Dimension of bulkhead gate	2.35m high x 3.28 m wide

A.4 Background

Kalawewa is a large ancient tank which was rehabilitated to serve as a key storage reservoir in the irrigation infrastructure in Mahaweli development scheme. It has been rehabilitated and the storage capacity has been increased in 1958 by raising its spill crest level and merging it with the adjacent tank Balalu Wewa. Capacity of the reservoir has been further enhanced during the Mahaweli Development programme (MDP) in 1978 by further raising the crest level of the spillway.

A.4.1 Modifications Made to the Spillway Structure during MDP

The Crest level of the spillway of the reservoir has been raised by adding a reinforced **concrete capping** over the existing spillway made of **dressed-stone rubble masonry**, as visible from the upstream side and constructed during the colonial period. The crest level of the existing weir had been raised by 4ft (1.22 m) by connecting it to the existing spillway structure using dowels. 12 mm dowel bars were used at close intervals.

The existing ogee spillway profile too has been modified to a new profile by connecting the new construction to the existing spillway body by 12mm diameter dowel bars. The total length of spillway had been around 600 ft (182.9 m) and completed as a free overflow type spillway. The construction consisted of 12 individual blocks of 50 ft (15.2 m) wide. The newly installed blocks have been provided with rubber water stops. It is not clear whether the old spillway body had such joints. Height of completed spillway varies from 6.7 m to 11.3 m.

At a later date one block of 50 ft width had been broken and its level lowered to install two radial gates of 20 ft width and built the gated spillway section. Figure 1 shows a cross section of the free flow spillway after modifications.

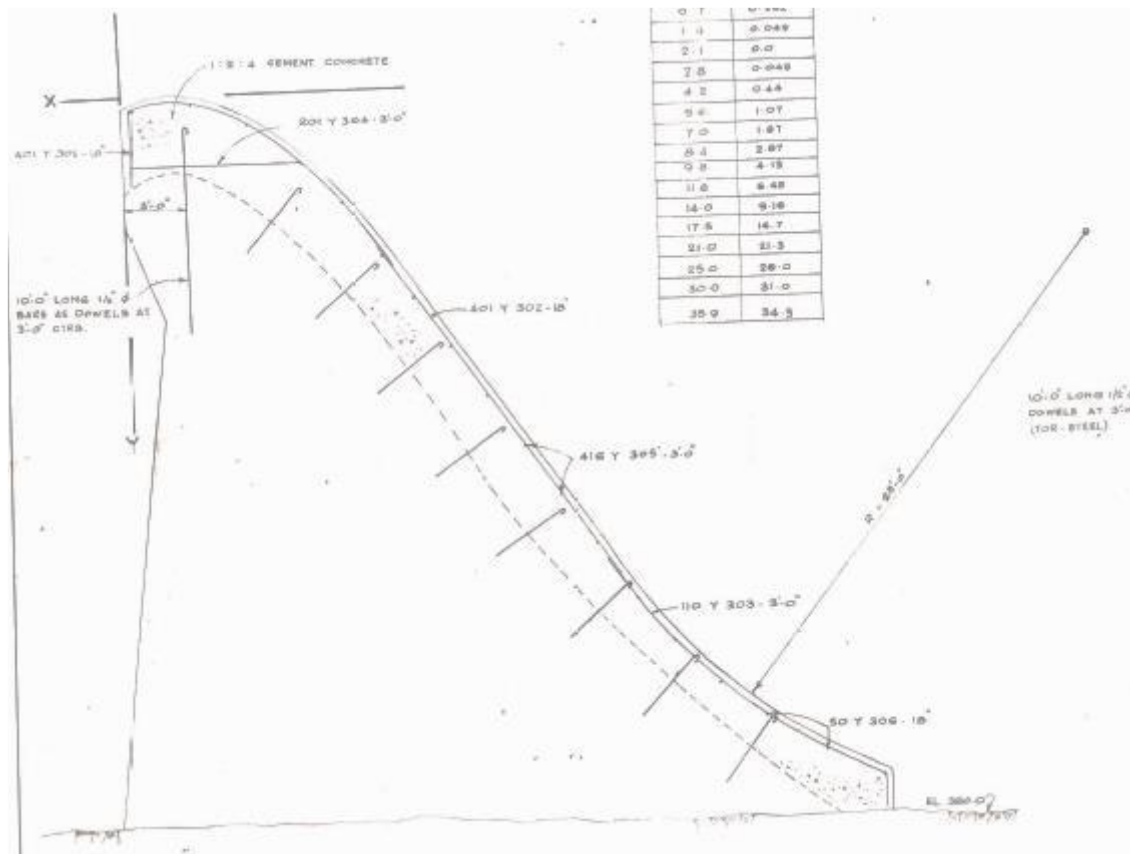


Figure 1 Section of Spillway - Kalawewa Reservoir after MDP Rehabilitation

A.5 Current status of the Leakage

The upstream face exposed above the water level as observed to date revealed many a defects in the body of concrete placed during the modifications of 1977-1978.

The defects observed from upstream side can be categorized as follows (Figure 2 and [Figure 3](#)):

1. Exposure of reinforcement probably due to insufficient cover to reinforcement) at few places.
2. Honey combing which have been either left untreated or badly repaired after placing concrete.
3. Cold joints formed due to interruptions between pours.
4. Falling off of cement mortar infill placed between spillway blocks upstream of water stops.



(a)



(b)



(c)



(d)

Figure 2 Defects observed from upstream side: (a) Exposed Reinforcement (b) Honey combing in original concrete (c) Cold joints (d) Falling off of cement mortar infill placed between spillway blocks upstream of water stops



Figure 3 Upstream surface of the Kalawewa natural spillway

Defects observed from the downstream side are mainly the seepage through the construction joints. Figure 4~~Figure-4~~, Figure 5~~Figure-5~~, and Figure 6~~Figure-6~~ show multiple locations of seepages on the downstream face.



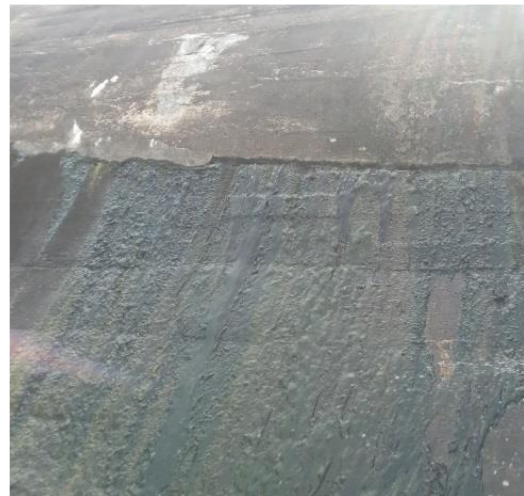
(a)



(b)



(c)



(d)

Figure 4 Seepages Seen on the downstream face of the Kalawewa natural spillway



Figure 5 Downstream surface of the Kalawewa natural spillway



Figure 6 Downstream surface of the Kalawewa natural spillway with the horizontal seepage line at around 124.7 m MSL

A.6 Reservoir Hydrology and Irrigation Water Issues

Kalawewa serves water for system H and Anuradhapura, areas that cultivate in both Maha (September – March) and Yala (May- August) seasons. In addition, at the end of the Yala season, an arid climate is experienced in the region, resulting in low water elevations in the reservoir. Moreover, the reservoir water level drawdown is probably possible only from July to September during the latter part of irrigation water issues to the Yala season before the commencement of the Maha season.

Figure 7 below depicts the variation in reservoir water levels of Kalawewa during the last 5 years. Further, this area gets high rainfall during the northeast monsoon from September to March.

Forma
Comple

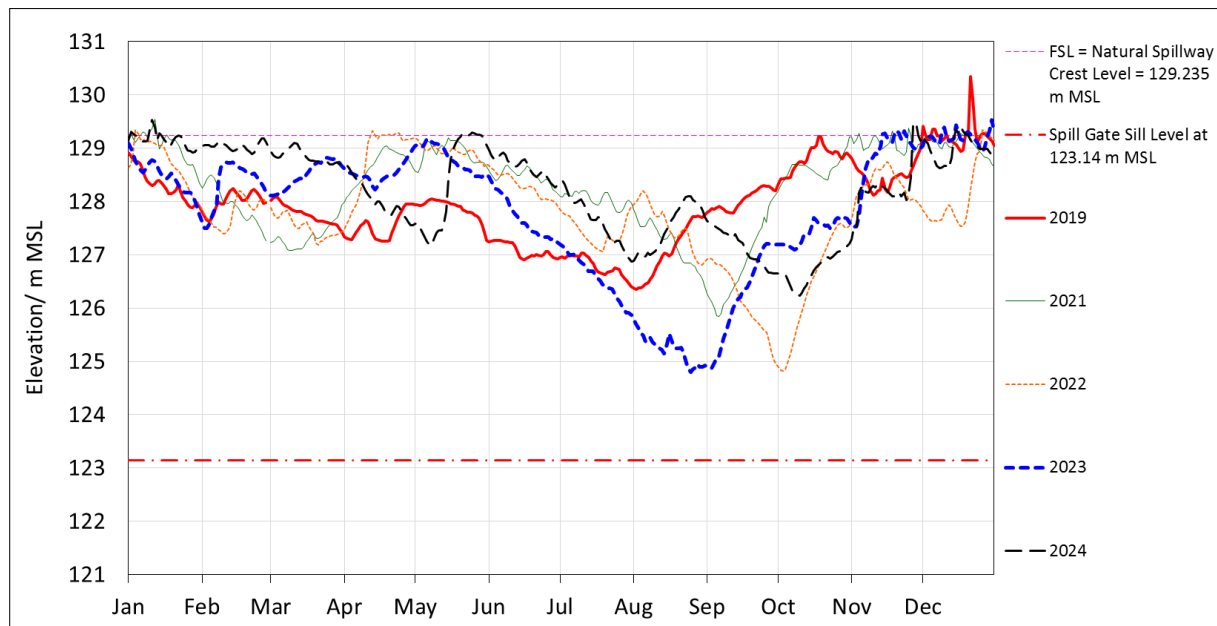


Figure 7 Variation of reservoir water levels of Kalawewa during last 5 years

B. Objective of the contract

1. To identify all seepage locations and causes for such observed seepages at the downstream face of the natural spillway of Kalawewa.
2. Proposing and executing suitable remedial measures to mitigate the observable seepages at the downstream face of the natural spillway of Kalawewa as per the technical proposal and to the satisfaction of the Employer including
 - a. Sealant injection work on the downstream side
 - b. Rectification of defects that can identified in the natural spillway structure, including sealing of exposed reinforcement, rectification of honeycombs, construction joints, expansion joints, cracks, etc.
 - c. Providing an impermeable upstream surface by application of waterproof coating with an overlaying protective waterproof screed plaster using suitable material.

General Technical Specifications

ICTAD Publication No. SCA/3/1 – ‘Specifications for Irrigation and Drainage Works’, ICTAD Publication No. SCA/4/1 – ‘Specifications for Building Works - Volume I and ICTAD Publication No. SCA/5– Standard Specifications for Construction and Maintenance of Roads and Bridges [2nd Edition – June 2009] are applicable as the general specification for the Civil Works of this Contract.

These publications are not issued with the Bidding Document package and the Bidder/Contractor should obtain them from a suitable source.

References to ‘The Engineer’ in the ICTAD Publications have the same meaning as ‘Project Manager’ in the Particular Conditions of Contract.

Particular Technical Specifications

1.1 General

1. Bidder shall submit a detailed method statement in the technical proposal covering all the steps of proposed remedial work.
2. Bidder shall submit a comprehensive technical proposal indicating all the material, equipment and machinery suggested for the proposed remedial works, along with the necessary manufacturer's own specification or specification and similar information provided by the manufacturer.
3. The bidder shall provide the country of manufacture, technical data sheets, specifications, etc., for material such as:
 - a. environmentally safe and non-toxic sealant material having hydrophobic and chemically resistant properties,
 - b. high-strength repair mortar
 - c. chemical admixtures (if applicable)
 - d. primer materials,
 - e. joint sealants,
 - f. waterproofing material, etc.that have been included in the Financial Proposal submitted with their Bid.
4. The Employer reserves the right to reject any material, equipment, or machinery not supplied, installed or used by the Contractor in accordance with the manufacturer's own specification or specification and similar information provided by the manufacturer that has been submitted in the technical proposal.
5. The bidder shall submit a tentative layout plan or a map indicating the position of injection packers' installation locations in the technical proposal.
6. Bidders' "Financial Proposal" shall follow Volume 2 - Section 8 of the bidding document as a guide for the preparation of BOQ.

Scope of Services

2.1 General Provisions

The Bidder shall visit the dam and inspect the nature of the existing natural spillway structure in detail and shall bid accordingly, with the method statement, to execute remedial measures to mitigate the observable seepages at the downstream face of the natural spillway of Kalawewa.

- i. Bidder shall include method statements describing the way of performing the Works at the site, etc.
- ii. The type of material, equipment, and machinery shall not deviate from the make and origin of the country that the Bidder has originally quoted in his bid.
- iii. The Contractor shall pay utmost care in handling equipment and machinery without disturbing the structural integrity of the existing structures.
- iv. The Contractor shall plan his construction program without disturbing the irrigation water issues and reservoir water management.

Section 9 - Schedules

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Section 9 – Schedules

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1. Schedule 1 – General Information

<p>(i) If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.</p> <p>(ii) For joint ventures, each joint venture partner shall furnish information separately.</p>			
ITB Clause reference	Description	Information (to be filled by the Bidder)	Remarks
4.1 (a)	Legal Status		<i>Provide certified copies of Registration</i>
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of Attorney attested by a Notary and label as attachment to Clause 4.1(a)</i>	
	If a Joint Venture, names and addresses of Joint Venture Partners	1. 2. 3.	<i>Provide a draft copy of the Joint Venture Agreement or alternatively the memorandum of understanding</i>
	If a Joint Venture, name of Lead Partner		
	<i>For joint ventures, each joint venture partner shall furnish Legal Status separately</i>		
	Name (Lead partner)		<i>Provide certified copies and label as attachment to Clause 4.1(a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 5.1</i>	
	VAT Registration Number		
	Name (Partner 2)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		

	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>		
	VAT Registration Number			
	Name (Partner 3)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>	
	Legal status			
	Place of registration			
	Principle place of business			
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>		
	VAT Registration Number			
4.2 (a)	ICTAD Registration	<i>Provide certified copies and label as attachment to Clause 4.2(a)</i>		
	Registration number			
	Grade			
	Specialty			
	Expiry Date			

2. Schedule EQU - Equipment

The Bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section 9- annexure 1, Evaluation and Qualification Criteria. A separate Form shall be prepared for each item of equipment listed, or for alternative equipment proposed by the Bidder.

Item of equipment		
Equipment information	Name of manufacturer	Model and power rating
	Capacity	Year of manufacture
Current status	Current location	
	Details of current commitments	
Source	Indicate source of the equipment <input type="checkbox"/> Owned <input type="checkbox"/> Rented <input type="checkbox"/> Leased <input type="checkbox"/> Specially manufactured	

Omit the following information for equipment owned by the Bidder.

Owner	Name of owner	
	Address of owner	
	Telephone	Contact name and title
	Fax	Telex
Agreements	Details of rental / lease / manufacture agreements specific to the project	

3. Schedule PER-1: Contractor's Representative and Key Personnel Schedule

Bidders should provide the names and details of the suitably qualified Contractor's Representative and Key Personnel to perform the Contract. The data on their experience should be supplied using the Form PER-2 below for each candidate.

Contractor' Representative and Key Personnel

1.	Title of position: Contractor's Representative	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
2.	Title of position: <i>Site Engineer (Civil)</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
3.	Title of position: <i>Engineering Assistant (Civil)</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
4.	Title of position: <i>Health and Safety Officer (Part time throughout entire contract period)</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>
5.	Title of position: <i>[insert title]</i>	
	Name of candidate:	
	Duration of appointment:	<i>[insert the whole period (start and end dates) for which this position will be engaged]</i>
	Time commitment: for this position:	<i>[insert the number of days/week/months/ that has been scheduled for this position]</i>
	Expected time schedule for this position:	<i>[insert the expected time schedule for this position (e.g. attach high level Gantt chart)]</i>

4. Schedule PER-2: Resume and Declaration Contractor's Representative and Key Personnel

Name of Bidder		
Position [#1]: [title of position from Schedule PER-1]		
Personnel information	Name:	Date of birth:
	Address:	E-mail:
	Professional qualifications:	
	Academic qualifications:	
	Language proficiency: [language and levels of speaking, reading and writing skills]	
Details		
	Address of employer:	
	Telephone:	Contact (manager / personnel officer):
	Fax:	
	Job title:	Years with present employer:

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

Project	Role	Duration of involvement	Relevant experience
[main project details]	[role and responsibilities on the project]	[time in role]	[describe the experience relevant to this position]

Declaration

I, the undersigned [*insert either “Contractor’s Representative” or “Key Personnel” as applicable*], certify that to the best of my knowledge and belief, the information contained in this Schedule PER-2 correctly describes myself, my qualifications and my experience.

I confirm that I am available as certified in the following table and throughout the expected time schedule for this position as provided in the Bid:

Commitment	Details
Commitment to duration of contract:	[insert period (start and end dates) for which this <i>Contractor’s Representative or</i> Key Personnel is available to work on this contract]
Time commitment:	[insert period (start and end dates) for which this <i>Contractor’s Representative or</i> Key Personnel is available to work on this contract]

I understand that any misrepresentation or omission in this Schedule may:

- (a) be taken into consideration during Bid evaluation;
- (b) result in my disqualification from participating in the Bid;
- (c) result in my dismissal from the contract.

Name of Contractor’s Representative or Key Personnel: [*insert name*]

Signature: _____

Date: (day month year): _____

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

5. Schedule CON – 2: Historical Contract Non-Performance, Pending Litigation and Litigation History

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Non-Performed Contracts in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria

- ☐ Contract non-performance did not occur since 1st January **2015** specified in Section 9- annexure 1-, Evaluation and Qualification Criteria, Sub-Factor 2.1.
- ☐ Contract(s) not performed since 1st January **2015** specified in Section 9- annexure 1, Evaluation and Qualification Criteria, requirement 2.1

Year	Non-performed portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
[insert year]	[insert amount and percentage]	Contract Identification: [indicate complete contract name/ number, and any other identification] Name of Employer: [insert full name] Address of Employer: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

Pending Litigation, in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria

- ☐ No pending litigation in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria, Sub-Factor 2.3.
- ☐ Pending litigation in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria, Sub-Factor 2.3 as indicated below.

Year of dispute	Amount in dispute (currency)	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
		Contract Identification: _____ Name of Employer: _____ Address of Employer: _____ Matter in dispute: _____ Party who initiated the dispute: _____ Status of dispute: _____	
		Contract Identification: Name of Employer: Address of Employer: Matter in dispute: Party who initiated the dispute: Status of dispute:	
Litigation History in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria			
<input type="checkbox"/> No Litigation History in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria, Sub-Factor 2.4. <input type="checkbox"/> Litigation History in accordance with Section 9- annexure 1, Evaluation and Qualification Criteria, Sub-Factor 2.4 as indicated below.			
Year of award	Outcome as percentage of Net Worth	Contract Identification	Total Contract Amount (currency), USD Equivalent (exchange rate)
<i>[insert year]</i>	<i>[insert percentage]</i>	Contract Identification: [indicate complete contract name, number, and any other identification] Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Matter in dispute: <i>[indicate main issues in dispute]</i> Party who initiated the dispute: <i>[indicate "Employer" or "Contractor"]</i> Reason(s) for Litigation and award decision <i>[indicate main reason(s)]</i>	<i>[insert amount]</i>

6. Schedule FIN – 3.1: Financial Situation and Performance

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

1. Financial data

Type of Financial information in (currency)	Historic information for previous _____ years, (amount in currency, currency, exchange rate*, USD equivalent)									
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Statement of Financial Position (Information from Balance Sheet)										
Total Assets (TA)										
Total Liabilities (TL)										
Total Equity/Net Worth (NW)										
Current Assets (CA)										
Current Liabilities (CL)										
Working Capital (WC)										
Information from Income Statement										
Total Revenue (TR)										
Profits Before Taxes (PBT)										
Cash Flow Information										
Cash Flow from Operating Activities										

*Refer to ITB 15 for the exchange rate

2. Sources of Finance

Specify sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments.

No.	Source of finance	Amount (US\$ equivalent)
1		
2		
3		

3. Financial documents

The Bidder and its parties shall provide copies of financial statements for 10 (Ten) years pursuant Section 9- annexure 1, Evaluation and Qualifications Criteria, Sub-factor 3.1. The financial statements shall:

- (a) reflect the financial situation of the Bidder or in case of JV member, and not an affiliated entity (such as parent company or group member).
 - (b) be independently audited or certified in accordance with local legislation.
 - (c) be complete, including all notes to the financial statements.
 - (d) correspond to accounting periods already completed and audited.
- ☐ Attached are copies of financial statements¹ for the 10 (Ten)_years required above; and complying with the requirements

¹ If the most recent set of financial statements is for a period earlier than 12 months from the date of Bid, the reason for this should be justified.

7. Schedule FIN – 3.2: Average Annual Turnover

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Annual turnover data			
Year	Amount Currency	Exchange rate	USD equivalent
<i>[indicate year]</i>	<i>[insert amount and indicate currency]</i>		
Average Annual Construction Turnover *			

* See Section 9- Annexure 1, Evaluation and Qualification Criteria, Sub-Factor 3.2.

8. Schedule FIN – 3.3: Financial Resources

Specify proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total construction cash flow demands of the subject contract or contracts as specified in Section 9-annexure 1, Evaluation and Qualification Criteria

No.	Source of financing	Amount (US\$ equivalent)
1		
2		
3		

9. Schedule FIN – 3.4: Current Contract Commitments / Works in Progress

Bidders and each member to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

No.	Name of Contract	Employer's Contact Address, Tel, Fax	Value of Outstanding Work [Current US\$ Equivalent]	Estimated Completion Date	Average Monthly Invoicing Over Last Six Months [US\$/month]
1					
2					
3					
4					
5					

Note - Supporting Documents should be added

10. Schedule EXP - 4.1: General Construction Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Starting Year	Ending Year	Contract Identification	Role of Bidder
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	
		Contract name: _____ Brief Description of the Works performed by the Bidder: _____ Amount of contract: _____ Name of Employer: _____ Address: _____	

Note - Supporting Documents should be added for completion of work

11. Schedule EXP - 4.2(a): Specific Construction and Contract Management Experience

Bidder's Name: _____

Date: _____

JV Member's Name _____

RFB No. and title: _____

Page _____ of _____ pages

Similar Contract No.	Information			
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
If member in a JV or sub-contractor, specify participation in total Contract amount				
Employer's Name:				
Address:				
Telephone/fax number				
E-mail:				

Note - Supporting Documents should be added for work completion

12. Schedule EXP - 4.2(a) (cont.): Specific Construction and Contract Management Experience (cont.)

Similar Contract No.	Information
Description of the similarity in accordance with Sub-Factor 4.2(a) of Section 9- annexure 1:	
1. Amount	
2. Physical size of required works items	
3. Complexity	
4. Methods/Technology	
5. Construction rate for key activities	
6. Other Characteristics	

Note - Supporting Documents should be added

13. Schedule EXP - 4.2(b): Construction Experience in Key Activities

Bidder's Name: _____

Date: _____

Bidder's JV Member Name: _____

Sub-contractor's Name² (as per ITB 34): _____

RFB No. and title: _____

Page _____ of _____ pages

All Sub-contractors for key activities must complete the information in this form as per ITB 4.1 (C) and Section 9- annexure 1, Evaluation and Qualification Criteria, Sub-Factor 4.2.

1. Key Activity No One: _____

Information				
Contract Identification				
Award date				
Completion date				
Role in Contract	Prime Contractor <input type="checkbox"/>	Member in JV <input type="checkbox"/>	Management Contractor <input type="checkbox"/>	Sub-contractor <input type="checkbox"/>
Total Contract Amount			US\$	
Quantity (Volume, number or rate of production, as applicable) performed under the contract per year or part of the year	Total quantity in the contract (i)	Percentage participation (ii)		Actual Quantity Performed (i) x (ii)
Year 1				
Year 2				
Year 3				
Year 4				
Employer's Name:				
Address: Telephone/fax number E-mail:				

² If applicable

	Information
Description of the key activities in accordance with Sub-Factor 4.2(b) of Section 9- annexure 1:	

2. Activity No. Two

3.

14. Form SP – 5.0 - Material intend to be used

Name of Material	Country of manufacture	Name of manufacturer	Current Availability in the market (Yes/No)	Previously applied sites details

Note:

Please attach the technical specification/ data sheets of the proposed material to be used as per the Technical Proposal.

15. Schedule 7 – Time Schedule for Key Staff

Name	Position	Activities	Months (in the form of a Bar Chart)												Number of Months
			1	2	3	4	5	6	7	8	9	10	11	12	

Full-time: _____

Part-time:

16. Schedule 8 – Work Programme

Construction Activity	<i>[1st, 2nd, etc. are months from the Start Date.]</i>											
	1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th	11th	12th

17. **Schedule 10: ESHS Management Strategies and Implementation Plans (ESHS-MSIP) –**

The Bidder shall submit comprehensive and concise Environmental, Social, Health and Safety Management Strategies and Implementation Plans (ESHS-MSIP) as required by ITB 13.1 A (j) and 13.1 B (d). These strategies and plans shall describe in detail the actions, materials, equipment, management processes etc. that will be implemented by the Contractor, and its subcontractors.

Code of Conduct: Environmental, Social, Health and Safety (ESHS)

- The Bidder shall submit the Code of Conduct that will apply to the Contract Manager and other key personnel as required by ITB 13.1 A (j) and 13.1 B (d) and subcontractors. The Code of Conduct shall ensure compliance with the ESHS provisions of the Contract.
- In addition, the Bidder shall submit an outline of how this Code of Conduct will be implemented. This will include: how it will be introduced into conditions of employment/engagement, what training will be provided, how it will be monitored and how the Contractor proposes to deal with any breaches.

Environmental, social, health and safety requirements

Before commencement of the works related to the contract, the Contractor should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS requirements and forwarded for Employer's approval.

The Contractor may use the following guidance notes in preparing the C-ESHS

SUGGESTED CONTENT FOR AN ENVIRONMENTAL AND SOCIAL POLICY (STATEMENT)

The Works' policy goal, as a minimum, should be stated to integrate environmental protection, occupational and community health and safety, gender, equality, child protection, vulnerable people (including those with disabilities), sexual harassment, gender-based violence (GBV), sexual exploitation and abuse (SEA), HIV/AIDS awareness and prevention and wide stakeholder engagement in the planning processes, programs, and activities of the parties involved in the execution of the Works. The Contractor is advised to consult with the Employer/ Employer's representative to get aware the World Bank guidelines. The policy should set the frame for monitoring, continuously improving processes and activities and for reporting on the compliance with the policy.

The policy shall include a statement that, for the purpose of the policy and/or code of conduct, the term "child" / "children" means any person(s) under the age of 18 years.

The policy should, as far as possible, be brief but specific and explicit, and measurable, to enable reporting of compliance with the policy in accordance with the Particular Conditions of the Contract Sub-Clause 4.21 and Appendix C to the General Conditions of Contract.

As a minimum, the policy is set out to the commitments to following where applicable:

- 1. apply good international industry practice to protect and conserve the natural environment and to minimize unavoidable impacts;*
- 2. provide and maintain a healthy and safe work environment and safe systems of work;*
- 3. protect the health and safety of local communities and users, with particular concern*

for those who are disabled, elderly, or otherwise vulnerable;

- 4.ensure that terms of employment and working conditions of all workers engaged in the Works meet the requirements of the ILO labour conventions to which the host country is a signatory;*
- 5.be intolerant of, and enforce disciplinary measures for illegal activities. To be intolerant of, and enforce disciplinary measures for GBV, inhumane treatment, sexual activity with children, and sexual harassment;*
- 6.incorporate a gender perspective and provide an enabling environment where women and men have equal opportunity to participate in, and benefit from, planning and development of the Works;*
- 7.work co-operatively, including with end users of the Works, relevant authorities, contractors and local communities;*
- 8.engage with and listen to affected persons and organizations and be responsive to their concerns, with special regard for vulnerable, disabled, and elderly people;*
- 9.provide an environment that fosters the exchange of information, views, and ideas that is free of any fear of retaliation, and protects whistleblowers;*
- 10.minimize the risk of HIV transmission and to mitigate the effects of HIV/AIDS associated with the execution of the Works;*

The policy should be signed both by the Contractor and by the Employer. This is to signal the intent that it will be applied rigorously.

MINIMUM CONTENT OF ESHS REQUIREMENTS

In preparing detailed specifications for ESHS requirements, the specialists should refer to and consider following where applicable:

- project reports e.g. ESIA/ESMP*
- consent/permit conditions*
- required standards including World Bank Group EHS Guidelines*
- relevant international conventions or treaties etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*
- relevant international standards e.g. WHO Guidelines for Safe Use of Pesticides*
- relevant sector standards e.g. EU Council Directive 91/271/EEC Concerning Urban Waste Water Treatment*
- Grievance redress mechanism including types of grievances to be recorded and how to protect confidentiality e.g. of those reporting allegations of GBV/SEA.*
- GBV/SEA prevention and management.*
- The detail specification for ESHS should, to the extent possible, describe the intended outcome rather than the method of working*

The ESHS requirements should be prepared in manner that does not conflict with the relevant General Conditions of Contract and Particular Conditions of Contract, and in particular:

General Conditions of Contract

Sub-clause 1.13 Compliance with Laws

Sub-clause 2.2 Permits, Licenses and Approvals

Sub-clause 4.1 Contractor's General Obligations

Sub-clause 4.4 Subcontractors

Sub-clause 4.8 Safety Procedures

Sub-clause 4.19 Avoidance of Interference

Sub-clause 4.13 Protection of the Environment

Sub-clause 4.15 Contractor's Operations on the Site

Sub-clause 4.16 Fossils

Section 6 Staff and Labour (includes health and safety)

Sub-clause 7.1 Manner of Execution

Sub-clause 11.10 Clearance of Site

Sub-clause 12.3 Evaluation (reference ITB 14.2 "Items against which no rate or price is entered by the Bidder shall be deemed to be covered by the rates for other items in the Bill of Quantities and will not be paid separately by the Employer.")

MINIMUM REQUIREMENTS FOR THE BIDDER'S CODE OF CONDUCT

A satisfactory code of conduct will contain obligations on all Contractor's Personnel project staff (including sub-contractors and day workers) that are suitable to address the following issues, as a minimum. Additional obligations may be added to respond to particular concerns of the region, the location and the project sector or to specific project requirements. The code of conduct shall contain a statement that the term "child" / "children" means any person(s) under the age of 18 years.

The issues to be addressed include:

1. Compliance with applicable laws, rules, and regulations
2. Compliance with applicable health and safety requirements to protect the local community (including vulnerable and disadvantaged groups), the Employer's Personnel, and the Contractor's Personnel (including wearing prescribed personal protective equipment, preventing avoidable accidents and a duty to report conditions or practices that pose a safety hazard or threaten the environment)
3. The use of illegal substances
4. Non-Discrimination in dealing with the local community (including vulnerable and disadvantaged groups), the Employer's Personnel, and the Contractor's Personnel (for example on the basis of family status, ethnicity, race, gender, religion, language, marital status, age, disability (physical and mental), sexual orientation, gender identity, political conviction or social, civic, or health status)

5. Interactions with the local community(ies), members of the local community (ies), and any affected person(s) (for example to convey an attitude of respect, including to their culture and traditions)
6. Sexual harassment (for example to prohibit use of language or behavior, in particular towards women and/or children, that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate)
7. Violence, including sexual and/or gender based violence (for example acts that inflict physical, mental or sexual harm or suffering, threats of such acts, coercion, and deprivation of liberty)
8. Exploitation including sexual exploitation and abuse (for example the prohibition of the exchange of money, employment, goods, or services for sex, including sexual favors or other forms of humiliating, degrading behavior, exploitative behavior or abuse of power)
9. Protection of children (including prohibitions against sexual activity or abuse, or otherwise unacceptable behavior towards children, limiting interactions with children, and ensuring their safety in project areas)
10. Sanitation requirements (for example, to ensure workers use specified sanitary facilities provided by their employer and not open areas)
11. Avoidance of conflicts of interest (such that benefits, contracts, or employment, or any sort of preferential treatment or favors, are not provided to any person with whom there is a financial, family, or personal connection)
12. Respecting reasonable work instructions (including regarding environmental and social norms)
13. Protection and proper use of property (for example, to prohibit theft, carelessness or waste)
14. Duty to report violations of this Code
15. Non retaliation against workers who report violations of the Code, if that report is made in good faith.

The Code of Conduct should be written in plain language and signed by each worker to indicate that they have:

- received a copy of the code;
- had the code explained to them;
- acknowledged that adherence to this Code of Conduct is a condition of employment; and
- Understood that violations of the Code can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the code shall be displayed in a location easily accessible to the community and project affected people. It shall be provided in languages comprehensible to the local community, Contractor's Personnel, Employer's Personnel, and affected persons.

PAYMENT FOR ESHS REQUIREMENTS

The payment for the delivery of ESHS requirements shall be a subsidiary obligation of the Contractor covered under the prices quoted for other Bill of Quantity items. For example,

normally the cost of implementing work place safe systems of work, including the majors necessary for ensuring traffic safety, shall be covered by the Bidder's rates for the relevant works. Alternatively, provisional sum provided in the preliminary bill could be used for discrete activities for example for HIV counselling service, and, GBV/SEA awareness and sensitization or any additional ESHS outcomes beyond the requirement of the Contract.

18. Annexure 1 - Evaluation and Qualification Criteria

This section contains all the criteria that the Employer shall use to evaluate Bids and qualify Bidders. No other factors, methods or criteria shall be used other than specified in this Bidding document. The Bidder shall provide all the information requested in the schedules included in Section 9 – Schedules.

Wherever a Bidder is required to state a monetary amount, Bidders should indicate the USD equivalent using the rate of exchange determined as follows:

- For construction turnover or financial data required for each year - Exchange rate prevailing on the last day of the respective calendar year (in which the amounts for that year is to be converted) was originally established.
- Value of single contract - Exchange rate prevailing on the date of the contract.

Exchange rates shall be taken from the publicly available source identified in the ITB 15.1. Any error in determining the exchange rates in the Bid may be corrected by the Employer.

Eligibility and Qualification Criteria

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
1. Eligibility							
1.1	Nationality	Nationality in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Schedule 1 with attachments
1.2	Conflict of Interest	No conflicts of interest in accordance with ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.3	Bank Eligibility	Not having been declared ineligible by the Bank, as described in ITB 4.2	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Letter of Bid
1.4	State- owned Enterprise or Institution of the Borrower country	Meets conditions of ITB 4.2 <u>For Domestic Bidders</u> CIDA (ICTAD) Registration Grade: Irrigation and Drainage Canals / SP-C, with Similar work experience <u>Others</u> Similar work experience	Must meet requirement	N/A	N/A	Must meet requirement	Schedule 1 with attachments

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
2. Historical Contract Non-Performance							
2.1	History of Non-Performing Contracts	Non-performance of a contract ¹ did not occur as a result of contractor default since 1 st January 2015	Must meet requirement	Must meet requirements	Must meet requirement ²	N/A	Form CON-2
2.3	Pending Litigation	Bid’s financial position and prospective long term profitability still sound according to criteria established in 3.1 below and assuming that all pending litigation will be resolved against the Bidder	Must meet requirement	N/A	Must meet requirement	N/A	Form CON – 2
2.4	Litigation History	No consistent history of court/arbitral award	Must meet requirement	Must meet requirement	Must meet requirement	N/A	Form CON – 2

¹ Non performance, as decided by the Employer, shall include all contracts where (a) non performance was not challenged by the contractor, including through referral to the dispute resolution mechanism under the respective contract, and (b) contracts that were so challenged but fully settled against the contractor. Non performance shall not include contracts where Employers decision was overruled by the dispute resolution mechanism. Non performance must be based on all information on fully settled disputes or litigation, i.e. dispute or litigation that has been resolved in accordance with the dispute resolution mechanism under the respective contract and where all appeal instances available to the Bidder have been exhausted.

² This requirement also applies to contracts executed by the Bidder as JV member.

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		decisions against the Bidder ³ since 1 st January 2015					
3. Financial Situation and Performance							
3.1	Financial Capabilities	(i) The Bidder shall demonstrate that it has access to, or has available, liquid assets, unencumbered real assets, lines of credit, and other financial means (independent of any contractual advance payment) sufficient to meet the construction cash flow requirements estimated as LKR. 10.9 million for the subject contract(s) net of the Bidder's other commitments	Must meet requirement	Must meet requirement	N/A	N/A	Form FIN – 3.1, with attachments
		(ii) The Bidders shall also demonstrate, to the	Must meet requirement	Must meet requirement	N/A	N/A	

³ The Bidder shall provide accurate information on the related Bid Form about any litigation or arbitration resulting from contracts completed or ongoing under its execution over the last ten years. A consistent history of awards against the Bidder or any member of a joint venture may result in failure of the Bid.

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		satisfaction of the Employer, that it has adequate sources of finance to meet the cash flow requirements on works currently in progress and for future contract commitments. (iii) The audited balance sheets or, if not required by the laws of the Bidder's country, other financial statements acceptable to the Employer, for the last Ten (10) years shall be submitted and must demonstrate the current soundness of the Bidder's financial position and indicate its prospective long-term profitability.	Must meet requirement	N/A	Must meet requirement	N/A	
3.2	Average Annual Construction	Minimum average annual turnover of LKR 65.3 millions	Must meet requirement	Must meet requirement	Must meet 40 (Fourty)% of the requirement	Must meet [60(Sixty) %, of the	Form FIN – 3.2

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
	Turnover	calculated as total certified payments received for contracts in progress and/or completed within the last 10 (Ten) years, divided by 10 (Ten)				requirement	
4. Experience							
4.1 (a)	General Construction Experience	Experience under construction contracts in the role of prime contractor, JV member, sub-contractor, or management contractor for at least the last 10 (Ten) years, starting 1 st January 2015	Must meet requirement	N/A	Must meet requirement	N/A	Form EXP – 4.1
4.2 (a)	Specific Construction & Contract Management Experience	(i) A minimum number of [<i>One (01)</i>] similar contracts specified below that have been satisfactorily and substantially ⁴	Must meet requirement	Must meet requirement ⁶	N/A	Must meet the following requirements for the key activities listed below	Form EXP 4.2(a)

⁴ Substantial completion shall be based on 80% or more works completed under the contract.

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		<p>completed as a prime contractor, joint venture member⁵, management contractor or sub-contractor between 1st January 2015 and bid submission deadline:</p> <p>(i) One contracts, each of minimum value LKR. 10.90 millions ;</p> <p>The similarity shall be based on the physical size, complexity, methods/ technology or other characteristics as described in Section VI (Employer's Requirements)</p>				[list key activities and the corresponding minimum requirements to be met by one member otherwise state: "N/A"]	

⁶ In the case of JV, the value of contracts completed by its members shall not be aggregated to determine whether the requirement of the minimum value of a single contract has been met. Instead, each contract performed by each member shall satisfy the minimum value of a single contract as required for single entity. In determining whether the JV meets the requirement of total number of contracts, only the number of contracts completed by all members each of value equal or more than the minimum value required shall be aggregated.

⁵ For contracts under which the Bidder participated as a joint venture member or sub-contractor, only the Bidder's share, by value, shall be considered to meet this requirement

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
4.2 (b)		For the above and any other contracts [substantially completed and under implementation] as prime contractor, joint venture member, or sub-contractor between 1st January 2015 and Application submission deadline, a minimum construction experience in the following key activities successfully completed ⁷ : i. Drilling holes and installation of injection packers,	Must meet requirements	Must meet requirements	N/A	N/A	Form EXP – 4.2 (b)

⁷ Volume, number or rate of production of any key activity can be demonstrated in one or more contracts combined if executed during same time period.

No .	Subject	Requirement	Single Entity	Joint Venture (existing or intended)			Submission Requirements
				All Members Combined	Each Member	One Member	
		number of installed packers shall be more than 25 numbers, and all of them shall be completed with sealant injection ii. Repairing honeycombs and cracks with a repair mortar over an area greater than 500 sqft. ii. Applying the waterproof coating over a prepared surfaces, over an area greater than 2000 sqft. iii. Applying the primer and sealing the expansion joint groove with a sealant material over more than 25 ft					

19. Contractor's Representative and Key Personnel- Expected

The Bidder must demonstrate that it will have a suitably qualified Contractor's Representative and suitably qualified (and in adequate numbers) Key Personnel, as described in the table below.

The Bidder shall provide details of the Contractor's Representative and Key Personnel and such other Key Personnel that the Bidder considers appropriate to perform the Contract, together with their academic qualifications and work experience. The Bidder shall complete the relevant Schedule in Section - 9, Schedules.

The Contractor shall require the Employer's consent to substitute or replace the Contractor's Representative and any of the Key Personnel.

No. required	Position/specialization	Relevant academic qualifications	Minimum years of relevant work experience
1	Contractor's Representative	BSc. (Engineering) or Equivalent plus at least 15 years experience in similar projects after obtaining membership of the Institute of Engineers Sri Lanka	15
1	Site Engineer (Civil)	B.Sc. Civil Engineering degree or equivalent with 10 years total experience and 5years similar work experience	10 (total) 5 (similar)
1	Engineering Assistant (Civil)	NCT or equivalent with 8 years total experience and 5 years similar work or irrigation rehabilitation works experience	8 (total) 5 (similar)
Suitable experts in the following specializations			
1	<i>Health and Safety Officer</i> (Part time throughout entire contract period)	BSc degree or equivalent in relevant subject (Please specify)	

20. Equipment

The Bidder must demonstrate that it has the key equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Injection Pumps	01 (One)
2	Drilling Machines	One set (01)
3	Crane (Specify Boom length etc.) -	One (01)
4		
5		

The Bidder shall provide further details of proposed items of equipment using Form EQU in Section IV, Bidding Forms.

Section 10 - Drawings

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SECTION - 10

DRAWINGS

Figure - i	Location of Site - Kalawewa Spillway
Drawing No. 1	Downstream Elevation of the Spillway
Drawing No. 2	Cross Section 1
Drawing No. 3	Cross Section 2
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Drawing No. 6	Cross Section 5

[MASL/SYSB/NB/01](#) [Name Board \(2400 mm x 1800 mm\)](#)

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Section 11 – Standard Forms (Bid)

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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
[Address]

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] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of **Rectification of Leakages through Spillway of Kalawewa Reservoir** under Invitation for Bids No. **LK-MOMDE-465697-CW-RFB** ("the IFB").

Further more, 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 the Instructions to Bidders (hereinafter "the ITB") of the IFB; or
- (c) having been notified of the acceptance of its Bid by the Employer/Purchaser during the period of bid validity, (i) fails or refuses to execute the Contract Form, if required, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This Guarantee shall expire: (a) if the Bidder is the successful bidder, upon our receipt of copies of the Contract signed by the Bidder and of the Performance Security issued to you by the Bidder; or (b) if the Bidder is not the successful bidder, upon the earlier of (i) the successful bidder furnishing the performance security, 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 -----

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Location of Site - Kalawewa Spillway

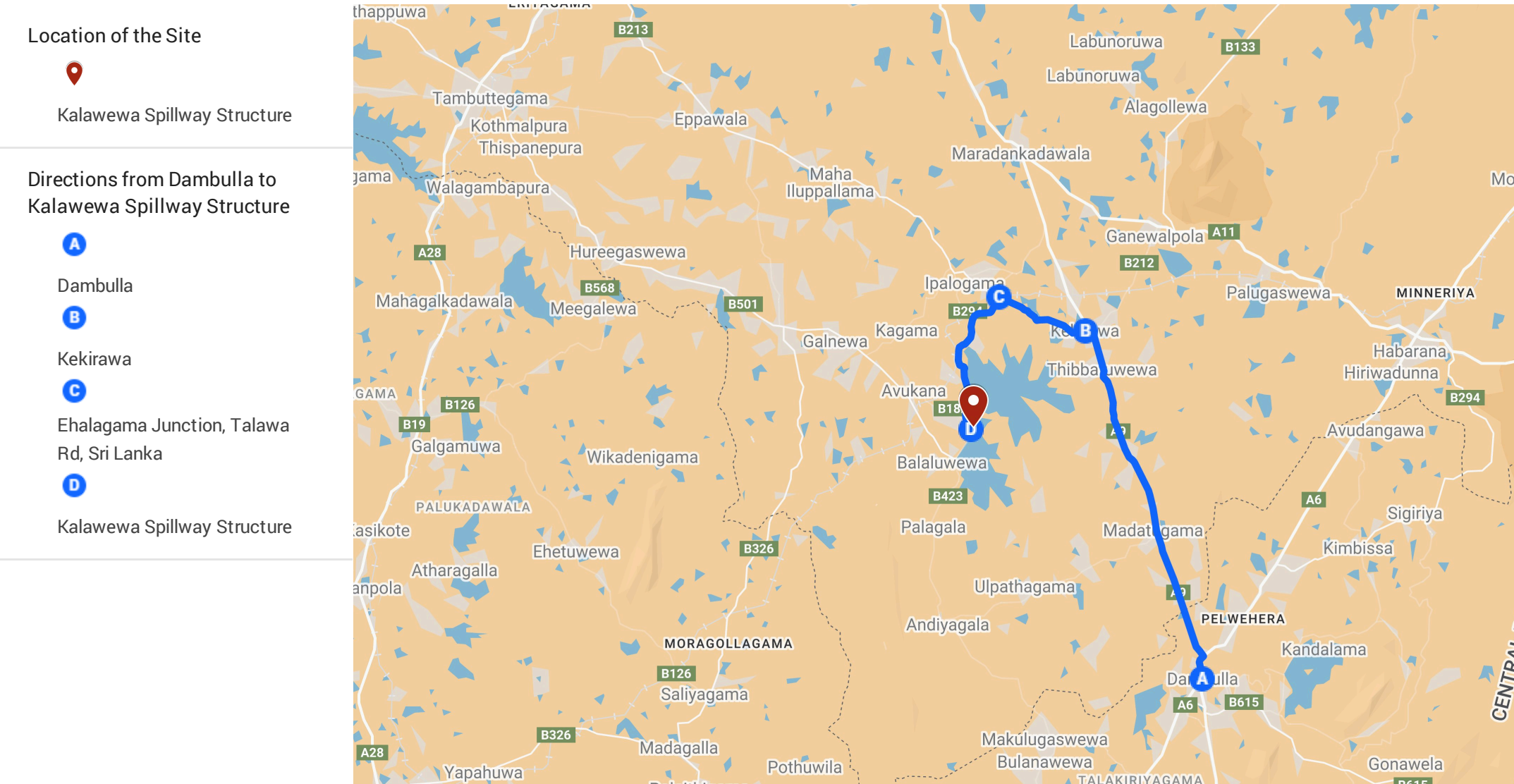
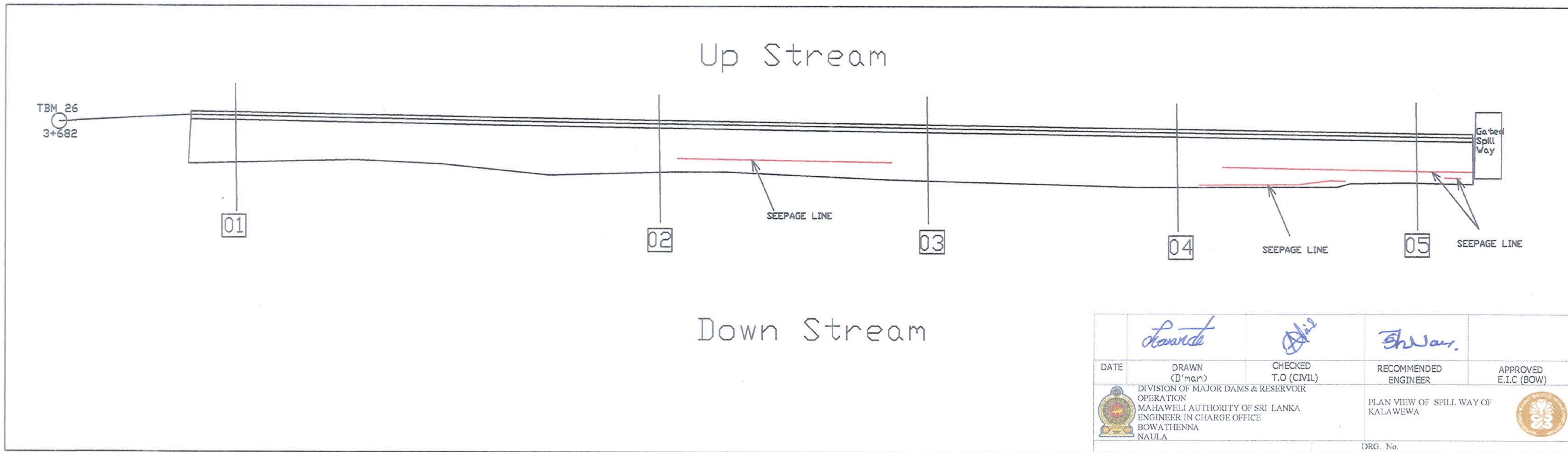
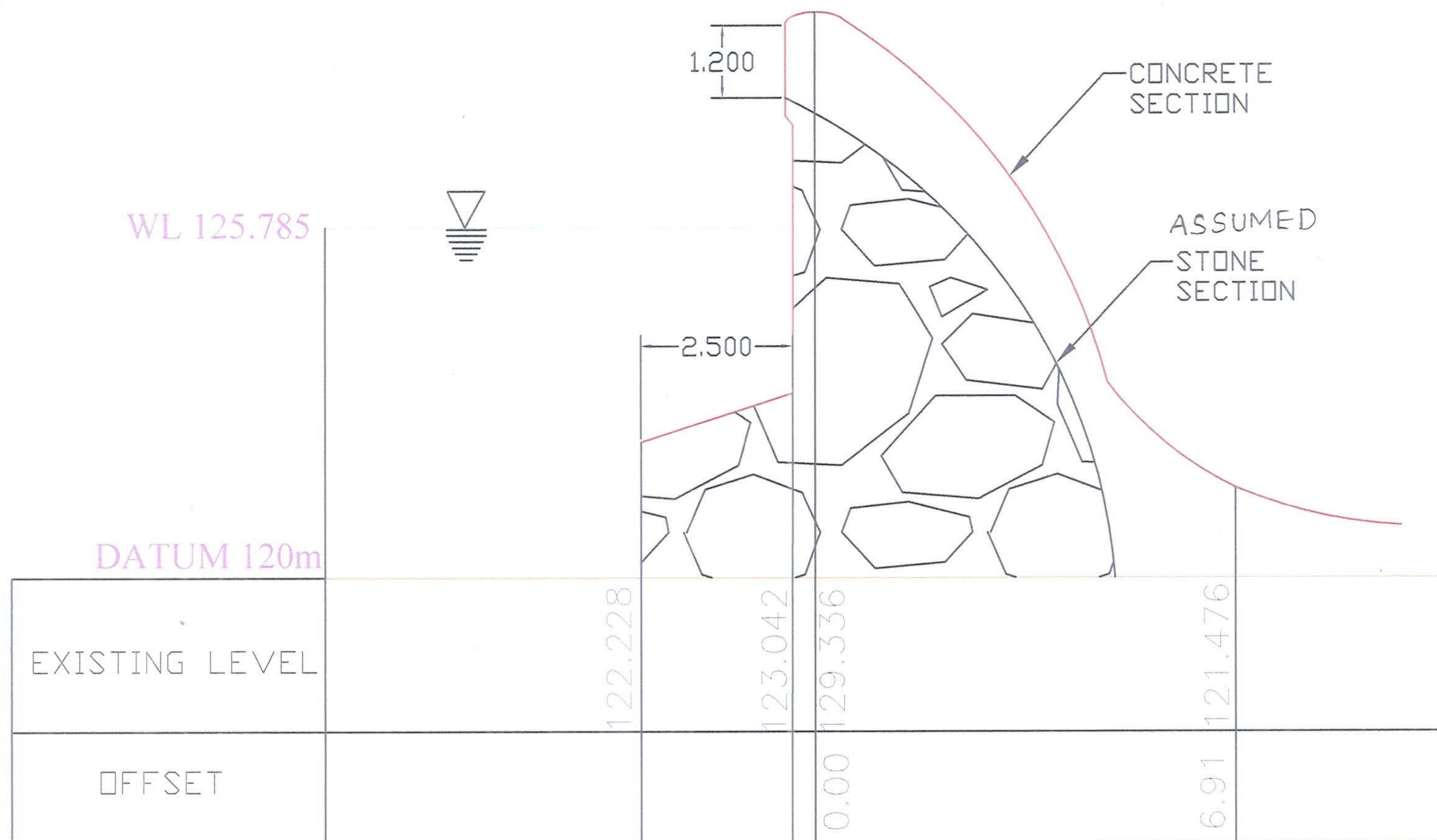


Figure - i



Drawing No. 1

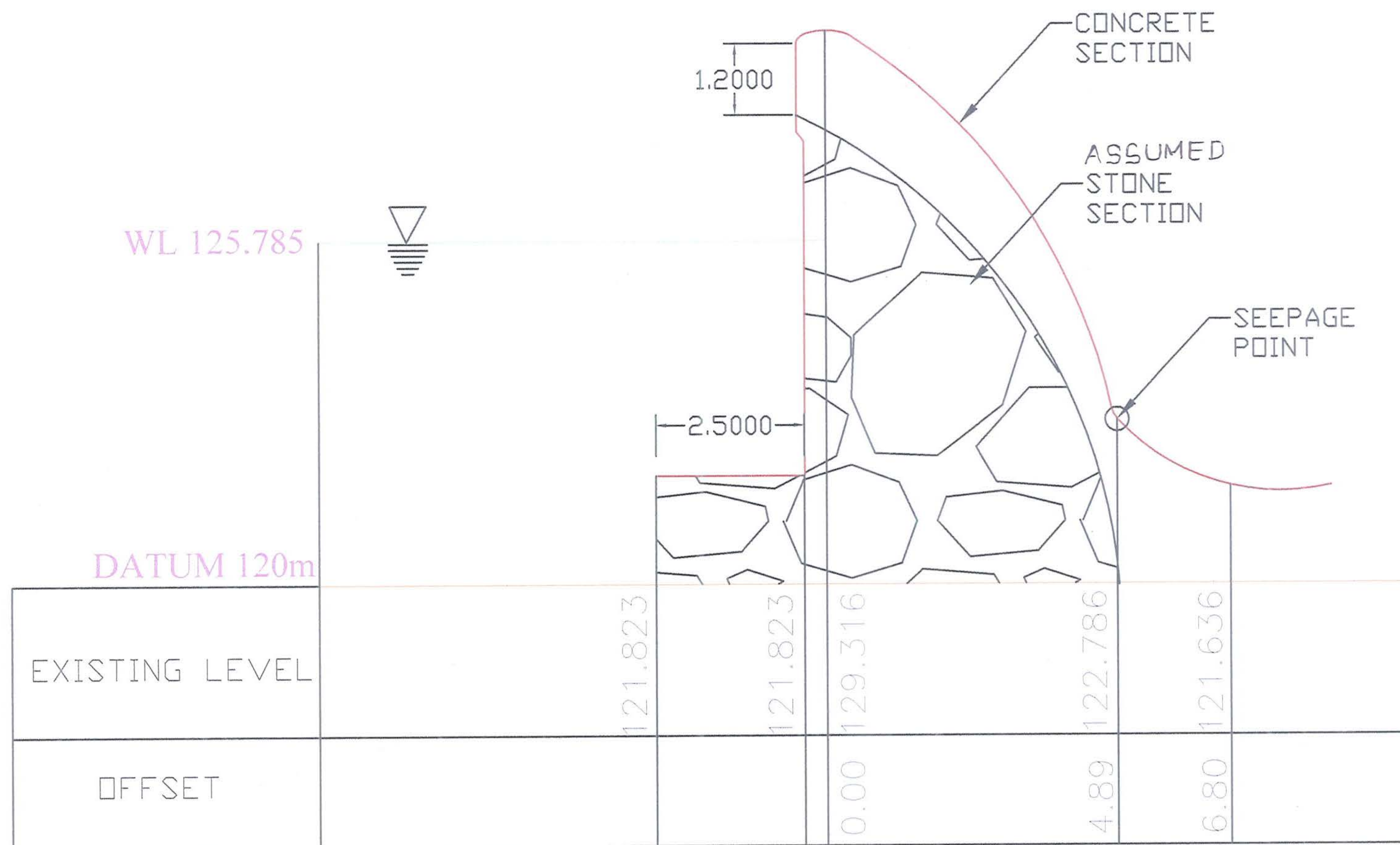


Cross Section 01

NOTE :

- All Dimensions are in meters unless otherwise specified.


	<i>Swante</i>	<i>Shwari</i>		
DATE	DRAWN (D'man)	CHECKED T.O (CIVIL)	RECOMMENDED ENGINEER	APPROVED E.I.C (BOW)
 DIVISION OF MAJOR DAMS & RESERVOIR OPERATION MAHAWELI AUTHORITY OF SRI LANKA ENGINEER IN CHARGE OFFICE BOWATHENNA NAULA			CROSS SECTION OF UN-GATED SPILL WAY OF KALAWEWA. Drawing No. 2 	

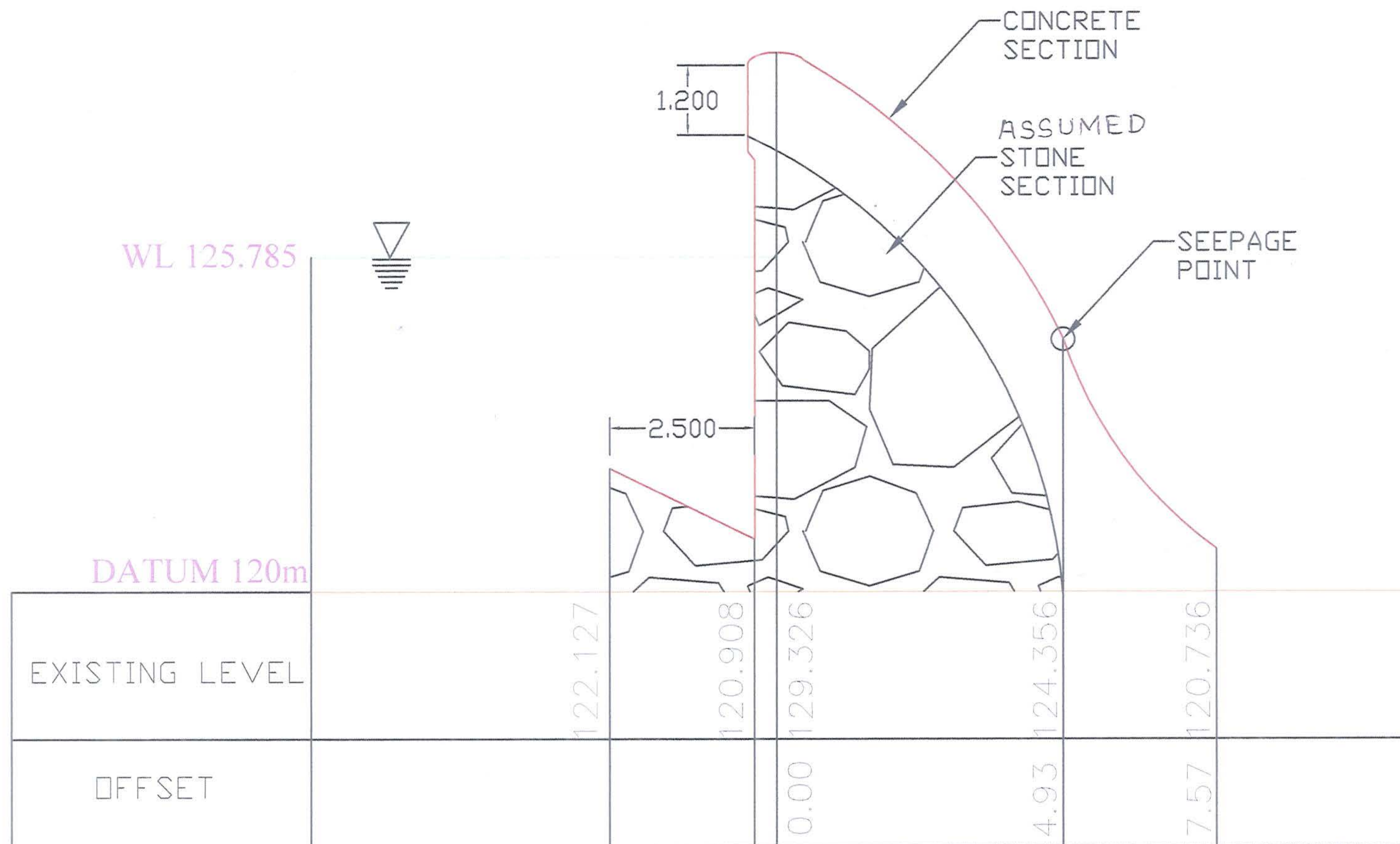


Cross Section 02

NOTE :

- All Dimensions are in meters unless otherwise specified.






	<i>Lwantha</i>	<i>Phil</i>	<i>Sh. Na.</i>	
DATE	DRAWN (D'man)	CHECKED T.O (CIVIL)	RECOMMENDED ENGINEER	APPROVED E.I.C (BOW)
 DIVISION OF MAJOR DAMS & RESERVOIR OPERATION MAHAWELI AUTHORITY OF SRI LANKA ENGINEER IN CHARGE OFFICE BOWATHENNA NAULA			CROSS SECTION OF UN-GATED SPILL WAY OF KALAWEWA.	
			Drawing No.3	
			DRG. No.	

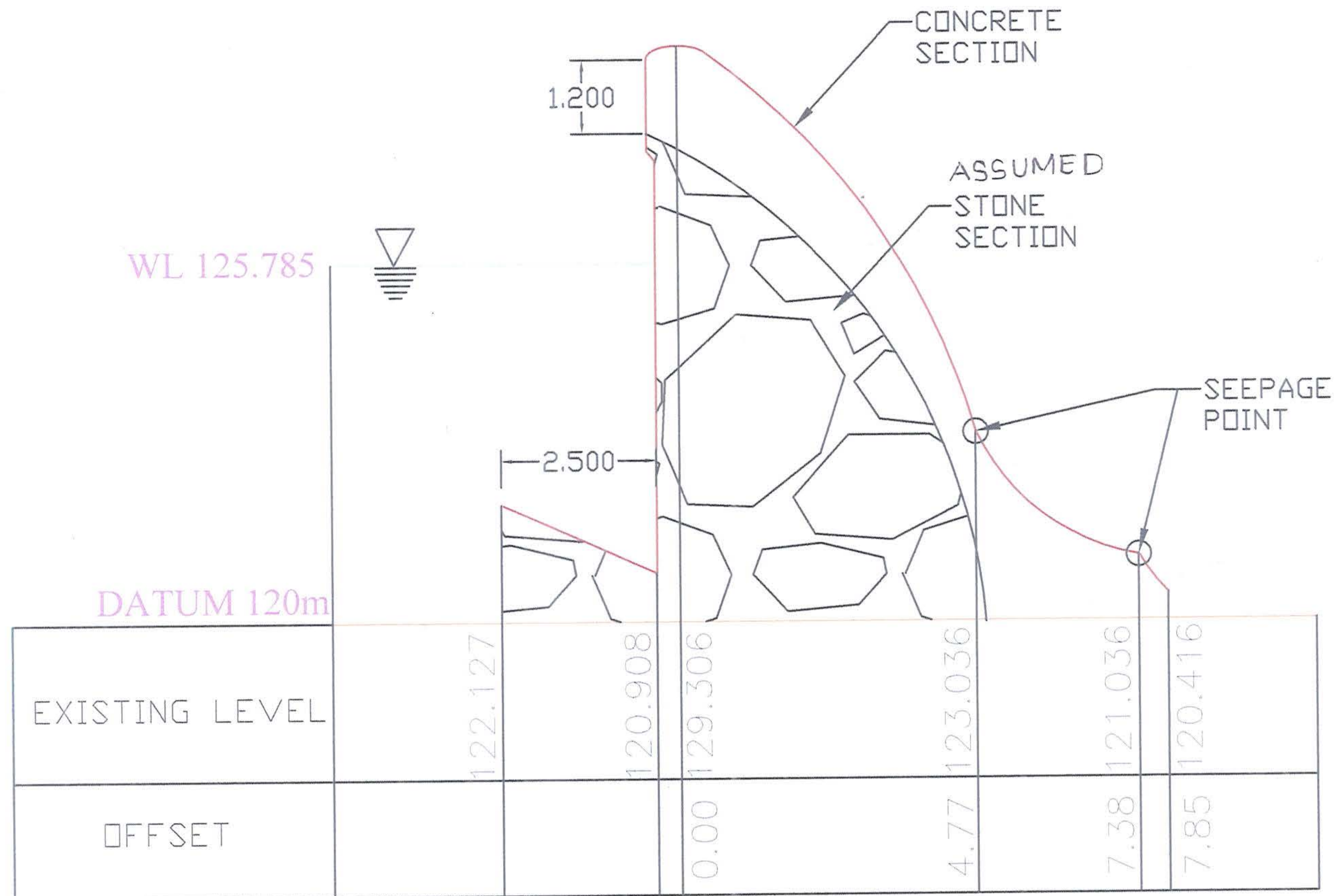


Cross Section 03

NOTE :

- All Dimensions are in meters unless otherwise specified.


				
DATE	DRAWN (D'man)	CHECKED T.O (CIVIL)	RECOMMENDED ENGINEER	APPROVED E.I.C (BOW)
 <div>DIVISION OF MAJOR DAMS & RESERVOIR OPERATION MAHAWELI AUTHORITY OF SRI LANKA ENGINEER IN CHARGE OFFICE BOWATHENNA NAULA</div>			<div>CROSS SECTION OF UN-GATED SPILL WAY OF KALAWEWA.</div> <div>Drawing No.4</div> 	
			DRG. No.	

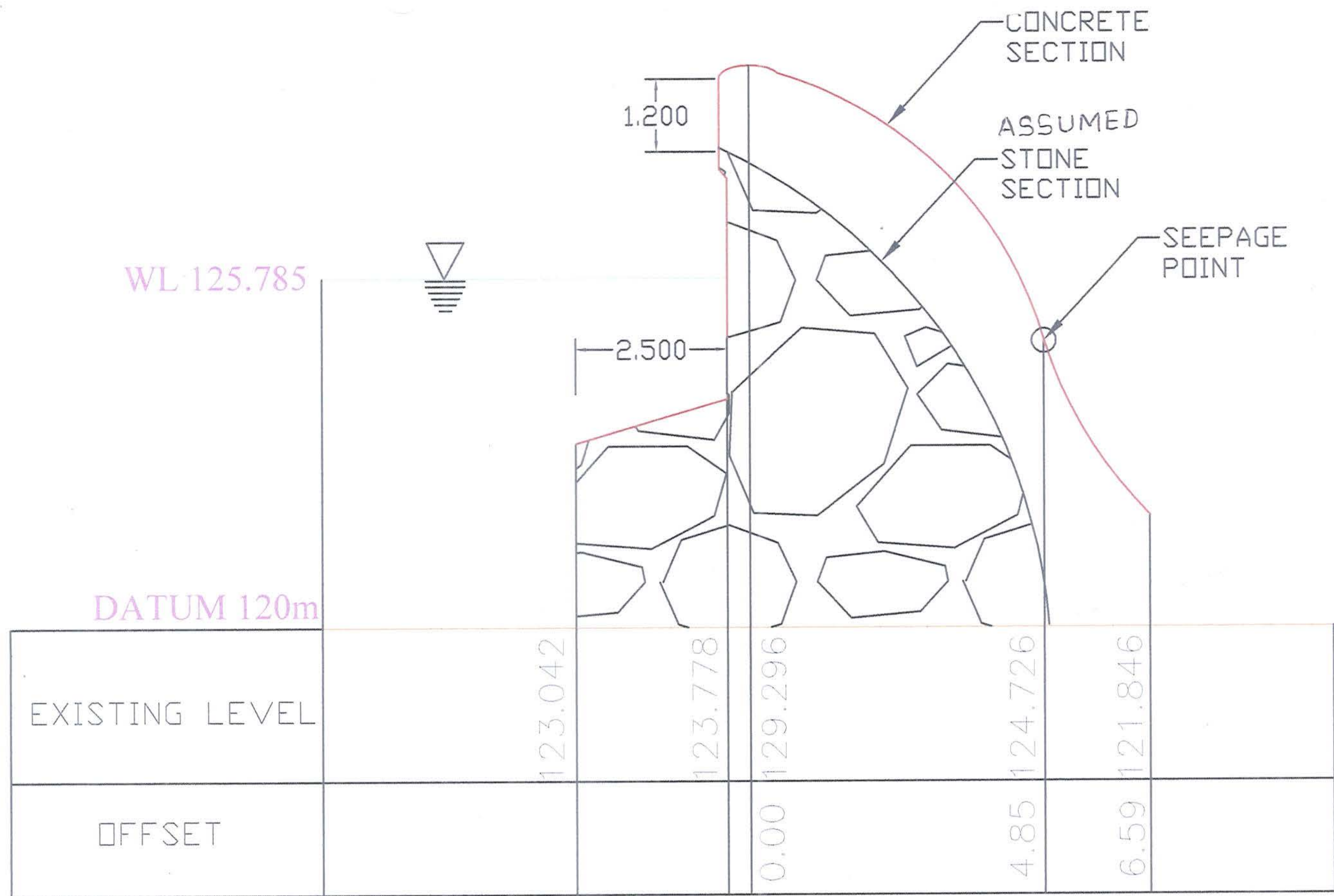


Cross Section 04

NOTE :

- All Dimensions are in meters unless otherwise specified.

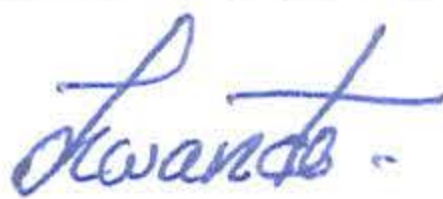



	<i>Swanta</i>	<i>Shw.</i>	<i>Shw.</i>	
DATE	DRAWN (D'man)	CHECKED T.O (CIVIL)	RECOMMENDED ENGINEER	APPROVED E.I.C (BOW)
 DIVISION OF MAJOR DAMS & RESERVOIR OPERATION MAHAWELI AUTHORITY OF SRI LANKA ENGINEER IN CHARGE OFFICE BOWATHENNA NAULA			CROSS SECTION OF UN-GATED SPILL WAY OF KALAWEWA. Drawing No.5	
			DRG. No.	

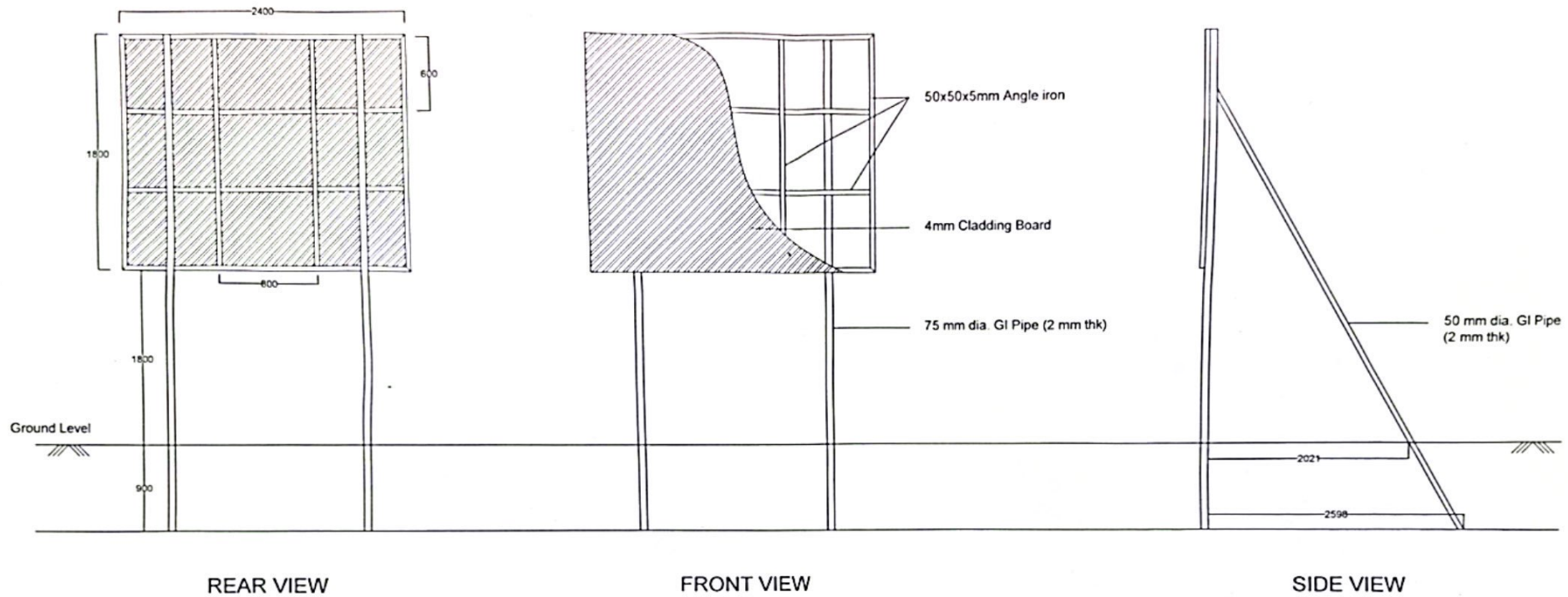


Cross Section 05

NOTE :

- All Dimensions are in meters unless otherwise specified.

				
DATE	DRAWN (D'man)	CHECKED T.O (CIVIL)	RECOMMENDED ENGINEER	APPROVED E.I.C (BOW)
 <div>DIVISION OF MAJOR DAMS & RESERVOIR OPERATION MAHAWELI AUTHORITY OF SRI LANKA ENGINEER IN CHARGE OFFICE BOWATHENNA NAULA</div>			<div>CROSS SECTION OF UN-GATED SPILL WAY OF KALAWEWA.</div> <div>Drawing No.6</div> 	
			DRG. No.	



Name Board Details

Note : * Project details of digital printing should be display in Notice board
as directed by the Engineer
*All dimensions are in Millimeters

DRAWING TITLE
NAME BOARD (2400mmx1800mm)



MAHAWELI AUTHORITY OF SRI LANKA
TECHNICAL SERVICES DIVISION

NO 500, T.B JAYAH MAWATHA
Colombo-10, Sri Lanka.

Designed	EARM	Submitted	EARM
Drawn	EARM	Recommended	
Desg. Checked	D(DSD)	Approved	D(DSD)
CAD File		Scale	Date 02/01/25
Sheet Size A3	Drawing No. MASL/SYSB/NB/01	Status CON	Rev. No. -

THE DEMOCRATIC SOCIALIST REPUBLIC OF SRI LANKA

MINISTRY OF AGRICULTURE, LIVESTOCK, LAND AND IRRIGATION



MAHAWELI AUTHORITY OF SRI LANKA

Integrated Watershed and Water Resources Management Project

**Rectification of Leakages through Spillway of Kalawewa
Reservoir**

Bidding Document

Volume 2

Contract No: LK-MOMDE-465697-CW-RFB

<i>Bidder Number</i>	
<i>Name</i>	
<i>Address</i>	
<i>Email Address & WhatsApp Number</i>	

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C O N T E N T S

VOLUME 2 – Financial Proposal

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1. Form of Bid

Name of Contract: **Rectification of Leakages through Spillway of Kalawewa Reservoir**
(LK-MOMDE-465697-CW-RFB)

To: **Director General, Mahaweli Authority of Sri Lanka**
Mahaweli Authority of Sri Lanka
9th Floor, No. 500, T. B. Jayah Mawatha,
Colombo 10, Sri Lanka.

Gentlemen:

1. Having examined the Standard Bidding Document - Procurement of Works – Major Contracts [ICTAD/SBD/02 - Second Edition, January 2007], Specifications, Drawings and Bills of Quantities and Addenda for the execution of the above-named Works, we the undersigned, offer to execute and complete such Works and remedy any defect therein in conformity with the aforesaid Conditions of Contract, Specifications, Drawings, Bills of Quantities and addenda for the sum of Sri Lankan Rupees (LKR) or such other sums as may be ascertained in accordance with the said Conditions.
2. We acknowledge that the Contract Data forms part of our Bid.
3. We undertake, if our Bid is accepted, to commence the Works as soon as is reasonably possible after the receipt of the Engineer's notice to commence, and to complete the whole of the Works comprised in the Contract within the time stated in the Contract Data.
4. We agree to abide by this Bid until the date specified in ITB Clause 16 [insert date], and it shall remain binding upon us and may be accepted at any time before that date.
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 lowest or any bid you may receive.
7. We declare that work contracts *have/ have not been* suspended or terminated and/or performance security called by an employer for reasons related to the non-compliance of any environmental, or social, (including sexual exploitation and abuse (SEA) and gender based violence (GBV)), or health or safety requirements or safeguard in the past five years.

(Note: If suspended, terminated or Performance Security is called give details)

Year	Suspended or terminated portion of contract	Contract Identification	Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	<i>[insert amount and percentage]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for suspension or termination: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>	<i>[insert amount]</i>
...	...	<i>[list all applicable contracts]</i>	...
Performance Security called by an employer(s) for reasons related to ESHS performance			
Year	Contract Identification		Total Contract Amount (current value, currency, exchange rate and US\$ equivalent)
<i>[insert year]</i>	Contract Identification: <i>[indicate complete contract name/ number, and any other identification]</i> Name of Employer: <i>[insert full name]</i> Address of Employer: <i>[insert street/city/country]</i> Reason(s) for calling of performance security: <i>[indicate main reason(s) e.g. for GBV/ SEA breaches]</i>		<i>[insert amount]</i>

8. We certify/confirm that we comply with the eligibility requirements as per ITB Clause 3 of the bidding documents.

Dated this day of.....20.....

Signature in the capacity of

duly authorized to sign bids for and on behalf of

[in block capitals or typed]

Address:

Witness:

Appendix to Bid

To be used only with Prices directly quoted with the currencies of payment (ITB 15.1).

Summary of currencies of the Bid for _____ *[insert name of Section of the Works]*

<i>Name of currency</i>	<i>Amounts payable</i>
Local currency: _____	
Foreign currency #1: _____	Not Applicable
Foreign currency #2: _____	Not Applicable
Foreign currency #3: _____	Not Applicable
Provisional sums expressed in local currency _____	<i>LKR 3,432,600.00</i>

2. Preamble to the Bill of Quantities

1. The Bill of Quantities shall be read in conjunction with all parts of this entire Bidding Document; the Instructions to Bidders, General and Particular Conditions of Contract, Technical Specifications, Drawings, and supplementary information.

2. Bill of Quantities that submitted with the Volume 2 of the bidding document is only a guide and bidder shall submit his own BOQ complying with his technical proposal fulfilling the conditions mentioned in the scope of work, not limited to the items declared in the BOQ, attached in the bidding document.

The quantities given in the Bill of Quantities are estimated and provisional, and are given to provide a common basis for bidding. The basis of payment will be the actual quantities of work ordered and carried out, as measured by the Contractor and verified by the Engineer and valued at the rates and prices bid in the priced Bill of Quantities (agreed as per the bid provided). Where applicable and otherwise at such rates and prices as the Engineer may fix within the terms of the Contract. The lump sum price quoted will be deemed to be full compensation for completion of work items and paid in full when the work is completed. The unit prices will be considered full compensation for those work items.

3. The rates and prices bid in the priced Bill of Quantities shall, except insofar as it is otherwise provided under the Contract, include all Overheads, Constructional Plant, labour, supervision, materials, erection, maintenance, insurance, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.

4. A rate or price shall be entered against each item in the priced Bill of Quantities, whether quantities are stated or not. The cost of Items against which the Contractor has failed to enter a rate or price shall be deemed to be covered by other rates and prices entered in the Bill of Quantities.

5. The rates and prices entered in the Bill of Quantities shall be full compensation for completed work and shall have taken full account of all requirements and obligations, covered by all parts of the contract, including but not limited to, the following, unless expressly stated otherwise:

- a. All setting out and survey works including Pre and Post Construction Surveys.
- b. All additional site surveys and investigations, preparation of field amendment drawings, shop drawings and As-Built drawings.
- c. Mobilization and Demobilization of labour, all construction plant and equipment.
- d. Establishment, Maintenance and Removal of all temporary facilities (Contractor's and Project Manager's) including offices, workshops, houses, labour camps construction and storage yards, Laboratory facilities and Equipment, Transport for staff and labour etc.

- e. Labour and all costs in connection therewith, including but not limited to social charges or fringe benefits.
- f. The supply of material and goods, storage and costs in connection therewith including delivery to site and handling material within the site/sites.
- g. Taking delivery of materials and goods supplied by others, unloading, storage, handling materials within site, and costs in connection therewith.
- h. Construction Plant & Equipment and all costs in connection therewith.
- i. Fixing, erecting and installing or placing of materials and goods in position, including usual auxiliary material etc.
- j. Temporary Works.
- k. Complying with any limitations and constraints on the use of the site/sites including coordinating with other Contractor's, with regard to site access, security etc., maintenance of access to households and other users, maintenance of existing roads, waterways etc.
- l. Dealing with the existing flow of water from any source including rainfall and surface runoff, groundwater, wave action and the like. This includes all and any dewatering operations necessary for the execution of the Works.
- m. General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
- n. Overheads and profit.
- o. Waste of material.
- p. Attendance and transport for surveys including provision of boats and survey instruments, sampling and testing carried out by the Project Manager.
- q. Performing all sampling and testing which are required to be carried out by the Contractor, and supplying results of such tests.
- r. Providing required material delivery certificates.
- s. Coordination with Regulatory Institutes & all stake holders.
- t. Disposal of all waste material.
- u. Complying with all requirements in Specifications and Conditions of Contract where separate items have not been provided.

The whole cost of complying with the provisions and the scope of the Contract shall be included in the Items provided in the priced Bill of Quantities, and where no Items are provided, the cost shall be deemed to be distributed among the rates and prices entered for the related Items of Work.

6. General directions and descriptions of work and materials are not necessarily repeated nor summarized in the Bill of Quantities. References to the relevant sections of the Contract documentation shall be made before entering prices against each item in the priced Bill of Quantities.

7. Where Bill of Quantities items describe the replacement of existing equipment or components, if any, including mechanical and electrical equipment, the equipment removed remains the property of the Employer, unless stated otherwise in the contract documents. The rates entered shall include for delivery of such equipment to the Employer or for disposal if so directed by the Employer.

8. Provisional Sums included and so designated in the Bill of Quantities shall be expended in whole or in part or not at all at the direction and discretion of the Engineer in accordance with Sub-Clause 13.3 and Clause 13.4 of the General Conditions.

9. The method and unit of measurement of completed work for payment shall be in accordance with the method described in the specifications for each item or in the Bill of Quantities. For Lump Sum items, measurements for Interim Payment Certificates shall be based on percentage completion of such item of work or milestone as per the Contractor's proposed schedule of monthly payments, as approved by the Project Manager. For the items newly included by the bidder according to the technical proposal and scope of work, method of measurement & payment method shall be agreed upon prior to the commencement of each work item.

3. Description of Work Items

The Bill of Quantities usually contains the following parts of Bills, which have been grouped according to the nature or timing of the work:

- Bill No. 1 — Preliminaries;
- Bill No. 2 — Civil Works;
- 3. Daywork Schedule; and
- 4. Summary Bill of Quantities.

4. Units of Measurement

The following units of measurement and abbreviations are used in the Bill of Quantities

Unit	Abbreviation	Unit	Abbreviation
hectare	ha	millimeter	mm
lump sum	sum	month	month
feet	ft	number	nos
square feet	sqft	liters	l
hours	hr		

5. Description of Items & Measurement Methods

5.1 General

It is Bidder's responsibility to ensure that the prices include in the BOQ is complying with all the requirements in all other sections in the bidding document and the technical proposal submitted.

The Bidder is advised to visit the site of the proposed work and it is the responsibility of the Bidder to ascertain the conditions governing access to the site, the extent of working space, storage area etc.

For the items newly included by the bidder according to the technical proposal and scope of work, method of measurement & payment for such items shall be agreed upon prior to the commencement of each item.

The descriptions of the different items in the Bills of Quantities and the method adopted for measurements are indicated in the following paragraphs.

5.2 Bill No. 1 -Preliminaries

A.1 Security Bonds and Guarantees

Sub Item A.1.1 – Advance payment bonds and guarantees

The item provides for the provision of Security Bonds and Guarantees etc. as required in the Contract as a provisional sum item. The Contractor shall submit with his tender a breakdown of the items that he wishes to be paid under this provisional sum item.

Payments for each item will be certified when the respective Bond or Guarantee in the specified format has been provided and accepted by the Employer.

Sub Item A.1.2 - Performance security

The item provides for the provision of Performance Security as required in Clause 4.2 of the Conditions of Contract – Section 3 as a provisional sum item.

Payments for the item will be certified when the Performance Security in the specified format has been provided and accepted by the Employer.

Sub Item No A.1.3, A.1.4 and A.1.5 – Insurance of property, material and works at site; Third party insurance; Insurance against accidents and injury to the workmen

The sub items provide for the provision of the different types of insurances as required in Clause 18 of the Conditions of Contract as provisional sum items.

Payment for each type of insurances will be certified when the respective insurance policies from acceptable insurance companies together with full payment of the premium has been submitted to and accepted by the Project Manager. The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc.

A.2 Project Manager's facilities

Sub Item A.2.1 – Maintenance of the Project Manager's Office

The sub item provides for the provision and maintenance of Project Manager's offices for the duration of the Contract as a provisional sum item. The Project Manager to the contract shall order the supply of items or the work items to be carried out under this provisional sum item. All items procured/established under this sub item shall remain the property of the Employer and shall be handed over to the Employer at the end of the Contract.

The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc.

A.3 Contractor's facilities

Sub item A.3.1 – Establishment and removal on completion of all Contractor's site facilities, including labour hut, site manager office facility, material storage facilities, setting up power lines, telecommunication systems etc. and dismantling of same at the completion of the project

The sub item provides for the establishment and removal on completion of all the facilities required by the Contractor for execution of the works under the contract including labour hut, site manager office facility, material storage facilities, setting up power lines, telecommunication systems etc. (details with layout to be supplied with the Tender). The Contractor shall submit with the bid a breakdown of this lump sum item.

75 % of the lump sum under this item will be certified on establishment of all planned facilities and the balance of 25 % when they have been removed and site cleaned on completion of the work. All items established under this item will remain the property of the Contractor except in the case of renovation of existing buildings belongs to MASL, for the use of contractor's personnel.

A.4 Other requirements

Sub Item A.4.1 – Supply, erection, and maintenance of Name Board during the Contract Period having a size of 2400mm x 1800mm, and the bottom level of the name board shall be 1800mm above the ground level. (As per drawing MASL/SYSB/NB/01)

The sub item provides for the supply, erection, maintenance and removal on completion of two Notice Board of min. 3 square metre giving details of the Project, Employer, Contractor and other details to be specified by the Project Manager.

Sub Item A.4.2 – Removal of rubbish, debris, and cleaning up the site on completion

The sub item is provided as a lump sum for removal of all rubbish and debris and disposal as approved and clearing site on completion.

Payment for this item will be certified on completion and leaving all in good order before handing over.

Sub Item A.4.3 – Provide test reports, quality assurance reports, etc.

The sub item is provided on a provisional sum basis for submission of test reports, quality assurance reports etc. as specified in the Technical Proposal and requested by the Project Manager.

Payments will be certified on submission and acceptance of the required reports.

The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc.

Sub Item A.4.4. – Compliance with environmental regulations, and project environment management plan

This sub item is provided as a provisional sum for compliance with current regulations in respect of environmental and safety management and monitoring, and submission of the Contractor's Environmental, Social, Health and Safety Management Plan (see also Section 9-Schedules of this document for additional information). Cost for related activities have to be done according to the approved C-ESHS management plan and shall be covered under related BOQ items.

The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc.

Sub Item A.4.5 – Employer's share of Adjudicator's fees and expenses

This sub item is provided as a provisional sum for the reimbursement of the Employer's part of fees and expenses, paid by the Contractor to the Adjudicator.

The Contractor is expected to substantiate his claims under these items, where applicable, with appropriate invoices, receipts etc.

5.3 Works Items (Bill No. 2)

Items furnished for the works under Bill No. 2 above in the bidding document is only a guide for the BOQ and the bidder shall add or delete items to suit with his technical proposal.

However, Items included in Bill No. 2 – Civil Works, include lump sum items and unit price items.

The lump sum price quoted will be deemed to be full compensation for completion of work items and paid in full when the work is completed. However, payments for lump sum items shall be made as per the physical percentage of work completion certified by the Engineer to the contract, at each interim payments.

The quantities for the unit price items shall be proposed by the bidder according to the technical proposal and the basis of payment will be the actual quantities of work carried out as per the specification and requirements given in the technical proposal and the other sections of the bidding document.

The rates quoted for the respective items shall include cost of all the necessary designs accessories, cabling, fixtures and fittings to be supplied, satisfactory completion of related work items, included in the BOQ items proposed by the bidder in his proposal not limited to guide BOQ, attached in the bidding document.

Prior approval shall be taken from the project manager for method statements before implementing. Further, it is the **Contractor's responsibility to clean the surfaces/ joints free of any loose material, any laitance, deteriorated existing material, and other debris before commencement of the Work at site.**

Moreover, the Contractor shall clearly state the quality assurance mechanism in his technical proposal to verify the quality of the work done during and after the repairing works.

BILL NO. 2. Civil Work

1. Fixing and removal of working platform to the spillway

Sub Item No. 1.1 - Setting up scaffolding on the on the upstream and downstream side of the spillway to access the spillway surface with necessary safety arrangement throughout the required period as per the technical proposal. The price should include the transport cost and dismantling cost at the completion of the work

This item provides for setting up scaffolding on the on the upstream and downstream side of the spillway to access the spillway surface with necessary safety arrangement throughout the

required period as per the technical proposal. The price should include the transport cost and dismantling cost at the completion of the work.

Payment for this sub item shall be made as per the percentage agreed according to the weight of all the items to be completed and full amount is paid at the successful completion of the each of that item with the approval of project manager.

2. Surface Cleaning of the Ogee Spillway Structure

Sub Item No. 2.1 - Removing loose sections, any laitance, and other debris by wire brushing, high-pressure water jets, and other small hand tools with the approval of the Engineer.

This item provides for removing loose sections, any laitance, and other debris by wire brushing, high-pressure water jets, and other small hand tools with the approval of the Engineer.

Payment for this sub item shall be made as per the percentage agreed according to the weight of all the items to be completed and full amount is paid at the successful completion of the each of that item with the approval of project manager.

At the site visit bidder shall visit the place and a suitable methodology has to be submitted with the technical proposal.

3. Injection work on the downstream side

Sub Item No. 3.1 - Drilling holes and installation of injection packers with the approval of Engineer

This item provides for drilling holes and installation of injection packers with the approval of Engineer.

Method statement for drilling holes and installation of installation packers shall be forwarded for project manager for approval before commencement of the Work.

Payment for this sub item shall be made as per the percentage agreed according to the weight of all the items to be completed and full amount is paid at the successful completion of the each of that item with the approval of project manager.

Sub Item No. 3.2 - Injection of appropriate environmentally safe and non-toxic sealant material having hydrophobic and chemically resistant properties after the hardening.

This item provides for injection of appropriate environmentally safe and non-toxic sealant material as per the technical proposal having hydrophobic and chemically resistant properties after the hardening.

The method statement for this item should link with Sub Item 3.1 and the Contractor shall clearly state the proposed working arrangement in advance and should obtain the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made on the injected composite material volume in litres measured jointly with the MASL site staff.

4. Honeycombs, construction joint, and crack rectification (The Bidder should clearly specify the methodology in his Technical Proposal)

Sub Item No. 4.1 - Repairing the joint between the ancient and the concrete sections by forming a v-groove and filling it with a high-strength repair mortar having water proofing characteristics to prevent the upstream surface water leakage as per the technical specification.

This sub item provides for repairing the joint between the ancient and the concrete sections by forming a v-groove and filling it with a high-strength repair mortar having water proofing characteristics to prevent the upstream surface water leakage as per the technical proposal.

The method statement for this item shall be forwarded to the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made based on the jointly measured quantities with the MASL site staff.

Sub Item No. 4.2 - Repairing honeycombs and cracks with a high-strength repair mortar having water proofing characteristics as per the technical specification.

This sub item provides for repairing honeycombs and cracks with a high-strength repair mortar having water proofing characteristics as per the technical proposal.

The method statement for this item shall be forwarded to the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made based on the jointly measured quantities with the MASL site staff.

5. Expansion joint rectification in downstream

Sub Item No. 5.1 - Applying the primer and sealing the groove with a suitable UV-resistant sealant material as per the technical proposal.

This item provides for applying the primer and sealing the groove with a suitable UV-resistant sealant material as per the technical proposal.

The method statement for this item shall be forwarded to the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made based on the jointly measured quantities with the MASL site staff.

6. Waterproofing upstream side

Sub Item No. 6.1 - Applying a waterproof coating including surface preparation at upstream surface

This item provides for applying a waterproof coating including surface preparation at upstream surface as per the technical proposal.

The method statement for this item shall be forwarded to the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made based on the jointly measured quantities with the MASL site staff.

7. Protective waterproof screed on upstream side

Sub Item No. 7.1 - Laying the protective waterproof screed plaster over the waterproof coating as per the technical specifications

This item provides for laying the protective waterproof screed plaster over the waterproof coating as per the technical specifications.

The method statement for this item shall be forwarded to the Project Manager's approval before commencing the Work at site.

Payment for this sub item shall be made based on the jointly measured quantities with the MASL site staff.

6. Day Work Schedule

General

Reference should be made to Sub-Clause 13.5 of the General Conditions. Work shall not be executed on a day work basis except by written order of the Engineer. Bidders shall enter basic rates for day work items in the Schedules, which rates shall apply to any quantity of day work ordered by the Engineer. Nominal quantities have been indicated against each item of day work, and the extended total for Day work shall be carried forward as a Provisional Sum to the Summary.

6.1 Labour

Payment in respect of labour employed on a day work basis shall be made at the average daily wage rates (inclusive of Contractor's overheads and profits) in construction as entered by the Bidder in the relevant BOQ.

Payment shall be made on the basis of the actual time worked excluding travelling time.

The rates shall be deemed to include the costs of the Contractor's site supervisory and administrative staff (including supervising foremen) and all other costs in respect to the employment of labour on a day work basis. Rates for types of labour not listed will be determined by the Project Manager/ Engineer to the contract by reference to the listed rates.

6.2 Materials

Payment in respect of materials used in the execution of work on day work basis shall be the cost of the materials delivered to store or stockpile on the site, including all overheads and profit. Rates should be entered by the Bidder in the relevant Bill of Quantity (BOQ).

Rates shall be deemed to cover the costs of taking delivery and putting into store or stockpile, storage, overheads, profit and all other charges and costs in respect of the procurement and handing of such materials. Rates for other materials will be determined by the Project Manager/ Engineer to the contract with reference to the listed rates entered in the BOQ.

6.3 Construction plant and equipment

Payment in respect of constructional plant deployed on a day work basis shall be made at the rates entered by the Bidder in the relevant BOQ. These rates shall be deemed to include all cost in respect of fuel and consumable stores, maintenance, operators and attendants, Contractor's site supervisory and administrative staff, overheads, profit and all other charges and costs in respect of the deployment of constructional plant and equipment on a day work basis.

Payment shall be made on the basis of the actual time worked including such reasonable travelling time as the Project Manager may allow, but excluding idle time (except under the orders of the Project Manager) and time during which such constructional plant/equipment is broken down or undergoing maintenance.

Rates for other plant/equipment will be determined by the Project Manager/ Engineer to the contract with reference to the listed rates entered in the BOQ.

- (i). All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with Clause 13.4 of the General Conditions.
- (ii). * For evaluation purposes, Provisional Sum, other than Day work will be excluded

7. Bill of Quantities

7.1 Bill No. 1: Preliminaries

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
A.1.	Security Bonds and Guarantees					
A.1.1	Advance payment bonds and guarantees	Provisional Sum			99,800.00	ninety-nine thousand eight hundred rupees only.
A.1.2	Performance security	Provisional Sum			83,100.00	eighty-three thousand one hundred rupees only.
A.1.3	Insurance of property, material and works at site	Provisional Sum			49,900.00	forty-nine thousand nine hundred rupees only.
A.1.4	Third party insurance	Provisional Sum			49,900.00	forty-nine thousand nine hundred rupees only.
A.1.5	Insurance against accidents and injury to the workmen	Provisional Sum			49,900.00	forty-nine thousand nine hundred rupees only.
A.2	Project Manager's Facilities					
A.2.1	Maintenance of the Project Manager's Office	Provisional Sum			700,000.00	seven hundred thousand rupees only.
A.3	Contractor's Facilities					

Section 8 – Bill of Quantities

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
A.3.1	Establishment and removal on completion of all Contractor's site facilities, including labour hut, site manager office facility, material storage facilities, setting up power lines, telecommunication systems etc and dismantling of same at the completion of the project	Lump Sum				
A.4	Other Requirements					
A.4.1	Supply, erection, and maintenance of Name Board during the Contract Period having a size of 2400mm x 1800mm, and the bottom level of the name board shall be 1800mm above the ground level. (As per drawing MASL/SYSB/NB/01)	Nos	1			
A.4.2	Removal of rubbish, debris, and cleaning up the site on completion.	Lump Sum				
A.4.3	Provide test reports, quality assurance reports, etc.	Provisional Sum			800,000.00	eight hundred thousand rupees only.
A.4.4	Compliance with environmental regulations, and project environment management plan. (see Annexure 3)	Provisional Sum			1,000,000.00	one million rupees only.
A.4.5	Employer's share of Adjudicator's fees and expenses	Provisional Sum			600,000.00	six hundred thousand rupees only.
	Sub Total					

7.2 Bill No 2: Civil Works

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
1	Fixing and removal of working platform to the spillway					
1.1	Setting up scaffolding on the on the upstream and downstream side of the spillway to access the spillway surface with necessary safety arrangement throughout the required period as per the technical proposal. The price should include the transport cost and dismantling cost at the completion of the work	sum				
2	Surface Cleaning of the Ogee Spillway Structure					
2.1	Removing loose sections, any laitance, and other debris by wire brushing, high-pressure water jets, and other small hand tools with the approval of the Engineer.	sqft	27,925.00			
3	Injection work on the downstream side					
3.1	Drilling holes and installation of injection packers with the approval of Engineer.	Nos	100.00			
3.2	Injection of appropriate environmentally safe and non-toxic sealant material having hydrophobic and chemically resistant properties after the hardening.	liters	60.00			

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
4	Honeycombs, construction joint, and crack rectification (The Bidder should clearly specify the methodology in his Technical Proposal)					
4.1	Repairing the joint between the ancient and the concrete sections by forming a v-groove and filling it with a high-strength repair mortar having water proofing characteristics to prevent the upstream surface water leakage as per the technical specification.	sqft	607.00			
4.2	Repairing honeycombs and cracks with a high-strength repair mortar having water proofing characteristics as per the technical specification.	sqft	2190.00			
5	Expansion joint rectification in downstream					
5.1	Applying the primer and sealing the groove with a suitable UV-resistant sealant material as per the technical proposal.	ft	90.00			
6	Waterproofing upstream side					
6.1	Applying a waterproof coating including surface preparation at upstream surface	sqft	7587.50			
7	Protective waterproof screed on upstream side					

Section 8 – Bill of Quantities

Item No	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
7.1	Laying the protective waterproof screed plaster over the waterproof coating as per the technical specifications	sqft	7587.50			
	Sub Total					

Signature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

7.3 Schedule of Daywork Rates

Item	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in words
1	Labour					
1.1	Skilled Labourer	day	200			
1.2	Unskilled Labourer	day	250			
1.3	Driller	day	30			
1.4	Driver	day	150			
1.5	Surveyor	day	30			
2	Materials					
2.1	Cement 50 kg bags	No.	60			
2.2	Sand	m ³	50			
2.3	Mild Steel reinforcement	tonne	1			
2.4	Tor Steel reinforcement	tonne	1			
2.5	metal (20mm)	m3	1			
2.6	Sealant Material (as per the technical proposal)	liters	100			
2.7	High strength repair mortar (Powder, as per the technical proposal)	kg	50			
2.8	Expansion joint sealant material (as per the technical proposal)	ft	200			
2.9	Water proofing including surface preparation	sqft	2000			
2.10	Shotcreting (Grade 30 or above, thickness as per the Project Manager's approval)	sqft	2000			

Section 8 – Bill of Quantities

Item	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in words
3	Construction Plant					
3.1	Concrete Mixer 1 cu.m	hr	80			
3.2	Air Compressor 3-Tool	hr	80			
3.3	Drill Rig	hr	80			
3.4	Welding Set 10KVA	hr	80			
3.5	Crane 90 Tonne with extended boom length 40m	days	20			
3.6	High pressure water jet	days	1			
3.7	Drilling Machine	days	10			
3.8	Injection Pump	day	20			
	Total (carried to Grand Summary)					

Signature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

7.4 Summary of Specified Provisional Sums in the Bill of Quantities

<i>Bill no.</i>	<i>Item no.</i>	<i>Description</i>	<i>Amount Rs. Cts</i>
1			3,432,600.00
2			0.00
3			0.00
4			0.00
Total for Specified Provisional Sums (carried forward to Grand Summary (B), p. _)			3,432,600.00

7.5 Grand Summary

Contract Name:

Contract No.:

<i>General Summary</i>	<i>Page</i>	<i>Amount</i>
Bill No. 1: Preliminaries		
Bill No. 2: Civil Works		
<i>Subtotal of Bills (Bill No. 1 + Bill No. 2)</i>	<i>(A)</i>	
<i>Total for Daywork*</i>	<i>(B)</i>	
<i>Discount (if any)</i>		
<i>Specified Provisional Sums included in subtotal of bills*</i>	<i>(C)</i>	<i>3,432,600.00</i>
<i>Total of Bills Plus Provisional Sums (A + B + C)ⁱ</i>	<i>(D)</i>	
<i>Add Provisional Sum for Physical Contingency Allowance (10% of A)</i>	<i>(E)</i>	
<i>Add Provisional Sum for Price Contingency Allowance (4% of A)</i>	<i>(F)</i>	
<i>Bid Price (A + E + F) (Carried forward to Letter of Bid)</i>	<i>(F)</i>	
<i>VAT (... .. %)</i>		

i) All Provisional Sums are to be expended in whole or in part at the direction and discretion of the Engineer in accordance with +Clause 13.5 of the General Conditions.

* For evaluation purposes, Provisional Sum, other than Daywork will be excluded

Countersignature of authorized representative of the Bidder:

Signature: _____

Date: (day month year): _____

**Annexure 3 – Environmental Social Screening
Report (ESSR) and Environmental and Social
Management Plan (ESMP) for Rectification
Works for Kalawewa Ungated Spillway**

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Environmental Social Screening Report (ESSR) and Environmental and Social Management Plan (ESMP)

Rectification Works for Kalawewa Ungated Spillway

**Integrated Watershed & Water Resources Management
Project (IWWRMP)**

Ministry of Agriculture, Livestock, Lands and Irrigation



November 2024

**Environmental Social Screening Report and
Environmental and Social Management Plan
(ESMP)**

**Rectification Works for Kalawewa Ungated
Spillway**

Environmental and Social Screening Report & Environment and Social Management Plan (ESMP)

Name of sub Project (Activity)	Rectification Works for Kalawewa Ungated Spillway
Implementing agency	Mahaweli Authority of Sri Lanka (MASL)

Declaration of the Project Management Unit

We hereby certify that, the Environmental and Social Screening Report & Environmental and Social Management Plan for Rectification Works for Kalawewa Ungated Spillway, was done by Safeguard team of IWWRMP and the information given in the report are true and accurate.

- | | |
|---|------------|
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Date of Submission to the World Bank	28.11.2024
Date of submission amendments (If any)	-
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Copy of ESMP	(Original copy/ Office copy/ Copy to implementing agency/ Site Copy)
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ABBREVIATIONS

CEA	Central Environmental Authority
DSD	Divisional Secretariat Division
DWLC	Department of Wildlife Conservation
ESMF	Environmental Social Management Framework
ESMP	Environmental Social Management Plan
ESSR	Environmental Social Screening Report
FD	Forest Department
FFPO	Fauna Flora Protection Ordinance
FO	Farmer Organizations
GoSL	Government of Sri Lanka
GN	Grama Niladhari
IA	Implementing Agency
IWWRMP	Integrated Watershed and Water Resources Management Project
MASL	Mahaweli Authority of Sri Lanka
NCPA	National Child Protection Authority
NP	National Park
NAQDA	National Aquaculture Development Authority of Sri Lanka
OFC	Other Field Crops
PMU	Project Management Unit
WB	World Bank

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1. Background

1.1. Introduction

The Government of Sri Lanka (GoSL) with financing from the World Bank (WB) has proposed to undertake an Integrated Watershed & Water Resources Management Project (IWWRMP). The development objective of the project is to improve watershed and water resources planning and enhance the functionality of water resources infrastructure. Functionality refers to improved safety of dams and improved water distribution networks for irrigation.

The Integrated Watershed and Water Resources Management Project is a five-year project which is executed by the Ministry of Agriculture, Livestock, Lands and Irrigation and the total project cost is USD 70.03 Mn. The IWWRMP consists with four components.

- Component 1: Watershed and Water Resources Planning (US\$ 11.74 million)
- Component 2: Infrastructure Improvements (US\$ 55.29 million)
- Component 3: Contingent Emergency Response (US\$ 0.0 million).
- Component 4: Project Management (US\$ 3.0 million).

The component 1 seeks to help plan and restore the Upper Mahaweli watershed and there are three subcomponents under this component.

Sub component 1.1 Watershed management planning

- Facilitates to develop comprehensive management plan for the Upper Mahaweli watershed.

Sub component 1.2

- Implement Upper Mahaweli Watershed restoration activities

Sub component 1.3 Multi-sector water resources planning

- Supports the water agencies in Sri Lanka to shift toward an integrated water management approach with the participation of key agencies.

The aim of Component 2 is to enhance the safety and durability of hydraulic assets and support the rationalization of institutional arrangements for ensuring their safety and durability. This component is thus expected to finance the works, goods and consultancy services to rehabilitate headworks and downstream water resources infrastructure to enhance safety as well as related irrigation canal systems that require rehabilitation to improve their operational efficiency and durability.

The IWWRMP intends to address these issues through its dam safety and operational improvements for selected 28 dams & 21 Irrigation infrastructures. In connection with that, the rectification of Kalawewa Ungated Spillway identified for the component 2 and the details of the proposed site as follows.

The following table provides information on proposed rectification works.

Project title	Rectification of Kalawewa Ungated Spillway
Project Proponent	Mahaweli Authority of Sri Lanka (MASL)
Proposed start date	/04/2025
Proposed completion date	/04/2026
Estimated total cost	Rs. 44.00 Mn

Table 01 – Details of the rectification works

2. Project description and Justification

2.1. Details of the Project Site

The Kalawewa is one of the major tanks located in Ipalogama Divisional Secretariat Division (DSD) under Anuradhapura district of the North Central Province of Sri Lanka. Also, the Kalawewa is one of the notable historical tanks in Sri Lanka which constructed at the great king named Dhatusena (460 CE). The Kalawewa is a large tank consisting of two tanks named Kalawewa and Balalu Wewa. The Kalawewa supports to store 123 million cubic meters of water and provides water for agriculture, drinking, and general water uses. The tank is also support for the inland fisheries and upper part of the tank provides habitats for wildlife including wild elephants.

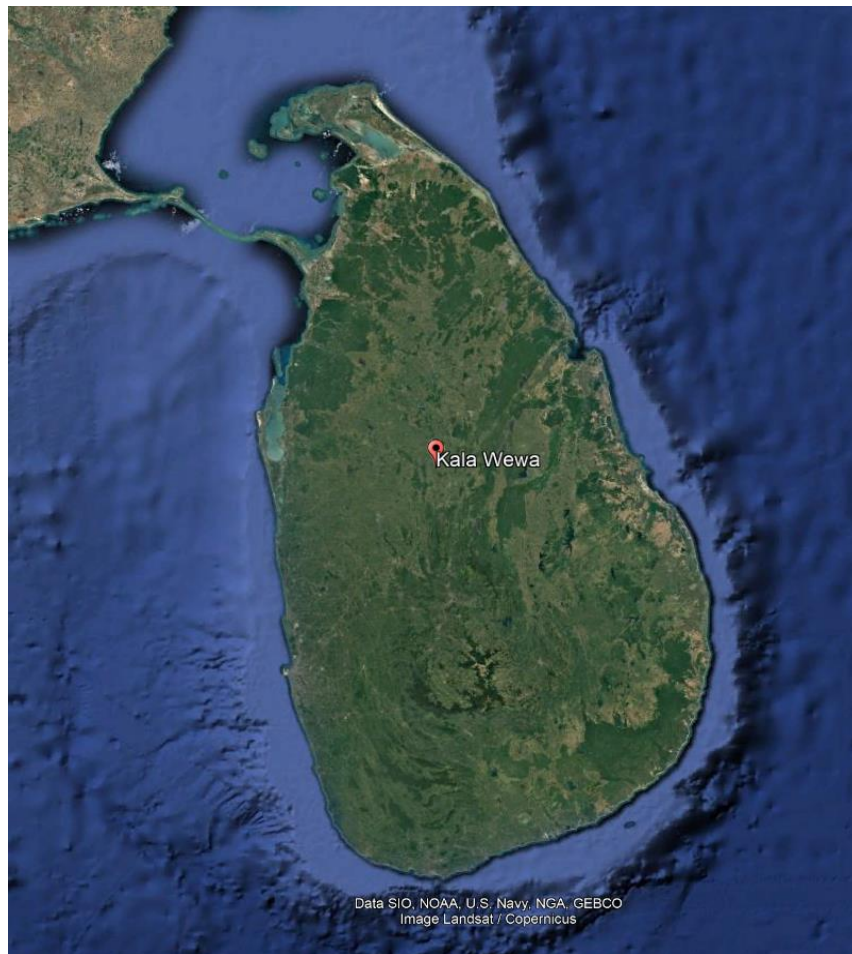


Figure 01 - Location of Kalawewa

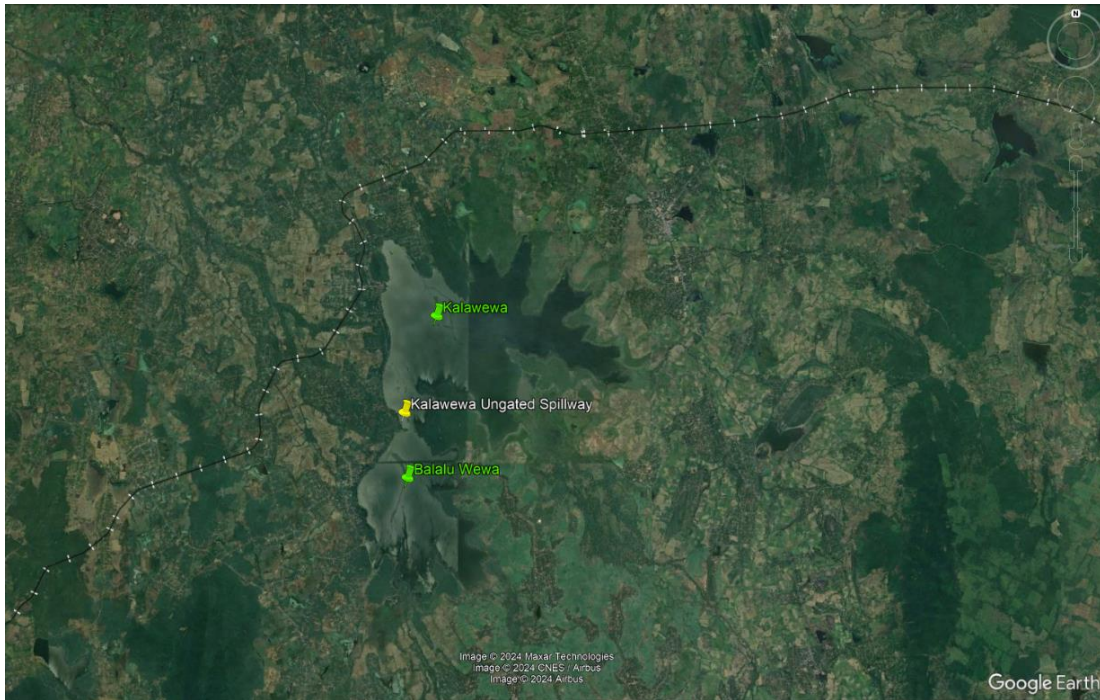


Figure 02 - Location of Kalawewa Ungated Spillway

2.2. Justification

Originally the spillway of the Kalawewa is a stone spillway and it has renovated in 1950s. After that there was no proper rehabilitation works carried out and now there are few small water leaks at the spillway and now there are signs of ageing. The Kalawewa stored a considerable volume of water and directly and indirectly contributes to agricultural productivity of the dry zone of the country including system H of Mahaweli development scheme (Annex 03).

Therefore, water storage capacity of the tank is very important of the economy of the country and the well-being of the communities under the tank command area. Also, ensure the dam safety of Kalawewa is significant and during the period of north-east monsoon the tank receives massive volume of water and the stability and the safety of the spillway is important for ensure the safety of downstream population and the downstream infrastructures.

2.3. Proposed Intervention

- Under the proposed rectification works following activities planned to implement.
- Identify the cracks and holes of the existing spillway which need to rectify.
- Remove damaged materials of the cracks or holes.
- Inject a specific rectifying chemical (nontoxic) to fill the cracks or holes.

(Please Note: The above interventions reported at the field inspection made on 23.08.2024 and during the field inspection period the technique of the rectification works had not finalized).

2.4. Current Condition of the Kalawewa Ungated Spillway



Figure 03 - Kalawewa Ungated Spillway

3. Objectives of the ESMP

The objective of the Environmental and Social Management Plan (ESMP) for the rectification of Kalawewa ungated spillway is to prepare a site – specific and well-documented set of mitigation, monitoring and institutional actions to be taken before and during implementation of the project. These measures seek to address adverse environmental and social impacts, offset them or reduce them to acceptable levels. The ESMP has been developed in accordance with the Environmental and Social Management Framework (ESMF) developed for the overall Integrated Watershed & Water Resources Management Project

4. Legal Framework and World Bank’s Safeguards Policies

This ESMP has been prepared in compliance with the national regulations as well as the World Bank’s safeguards policies and is in accordance with the ESMF prepared for the overall IWWRMP.

4.1. National Laws, Regulations and Policies

The Constitution of the Democratic Socialist Republic of Sri Lanka under Chapter VI Directive Principles of State policy and Fundamental duties in section 27-14 and in section 28-f proclaim “The state shall protect, preserve and improve the environment for the benefit of the community”, “The duty and obligation of every person in Sri Lanka to protect nature and conserve its riches” thus showing the commitment by the state and obligations of the citizens.

The overall environmental and non-land related social concerns are addressed by the National Environmental Act No. 47 of 1980 (and subsequent amendments by act no 56 of 1988 and act no 53 of 2000). Besides, there are several other sectoral legislative enactments that are in place as elaborated in the ESMF prepared for the overall IWWMP. Table 02 indicates the applicability of these legislations to the context of the rectification of Kalawewa ungated spillway.

No.	Permit/Clearance	Yes	No	TBD	Remarks
1	National Environmental Act (Amendment) Act, Certified on 18 th August, 2000		√		Clearance from regional office of the Central Environmental Authority to implement the project shall be obtained. However, this will not come under prescribed projects category of the National Environmental Act and hence there is no need to carry out an EIA or IEE.
2	Soil Conservation Act		√		As work sites are not located in vulnerable area declared by National Building Research Organization, it is not necessary to obtain a clearance.
3	Coast Conservation Act		√		Not relevant
4	Fauna and flora protection ordinance		√		As per the Fauna and flora Protection Ordinance (FFPO) (Amendment) Act, No.49 of 1993, there are no conservation sites located within project area. Hence, clearance is not required.
5	Local Authority Act		√		Not relevant
6	Irrigation (Amendment) Act (No. 48 of 1968)	√			Clearance has been received.
7	Archaeological Ordinance No. 9 of 1940, Acts No.2 of 1955, No. 22 of 1955, No.2 of 1998 and No. 12 of 2005		√		The list of conservation sites in Ipalogama Divisional Secretary Division are checked. Project construction sites are not in close proximity to those sites. However, Department of Archaeological will be informed. (See Annex 01)
8	Mines & Minerals Act No. 33 of 1992	√			Obtain clearance from Geological Survey and Bureau an Industrial Mining License (IML) for burrowing/quarrying sites
9	Land Acquisition Act, 1950 Land Acquisition Regulations, 2008		√		Project activities does not include any interventions that will require additional land-acquisition.

No.	Permit/Clearance	Yes	No	TBD	Remarks
	National Involuntary Resettlement Policy (RP), 2001				

Table 02 - Applicability of National Laws and Policies

5. Environmental and Social Characteristics

5.1. Physical Features

- Topography and Terrain**

The river basin of Kala Oya is the third longest river basin out of 103 river basin in the country. The basin contains about 600 small irrigation tanks and large reservoirs viz Kala Wewa, Balalu Wewa, Rajangane Reservoir, Angamuwa Reservoir, Usgala Siyambalangamuwa Reservoir, Kandalama Wewa, Dewahuwa Wewa, Ibbankatuwa Reservoir, Dambulu Oya Reservoir and Katiyawa tank. Furthermore, an average annual rainfall of 1192 mm and the discharge volume of 386 MCM to the sea leads to a runoff/rainfall ratio of 12% of the basin. Most of the lands in the basin are within dry zone of Sri Lanka while a small area of the upper catchment is within the Intermediate Zone of Sri Lanka. The elevations of the basin vary within 0~500m above mean sea level and extends within IM1b, IM3b, IL3, DL1b, DL1c, DL1f and DL3 Agro-ecological Regions. As classified by Cooray (1994), the geology of the basin falls under Highland Complex, Vanni Complex and Limestone.

- Soil Type**

The figure 04 shows an extracted soil map of the basin. The subjected project area comprises of low humic clay soil, reddish brown earth and alluvial deposits.

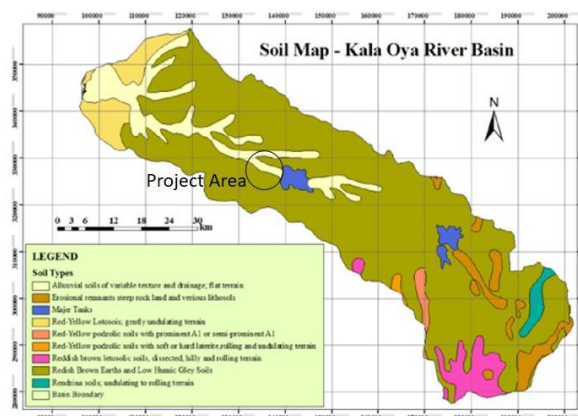


Figure 04 - Soil map of the Kalawewa basin (Withanage et al, 2016)

- Climate**

Mainly the rainy season of Anuradhapura district starts from mid of the September and continuous to February march due to the north east monsoon. From May to Early September there is a significant dry period. Also, the highest temperature records at the month of March and August.

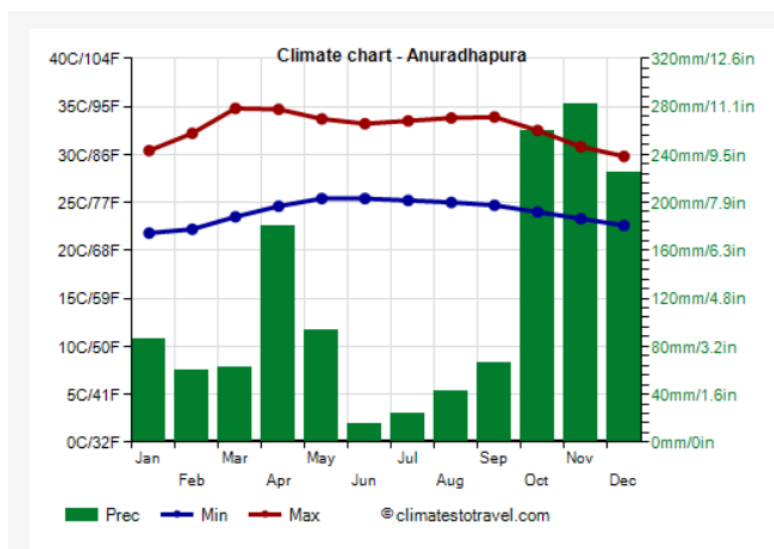


Figure 05 - Climate data of the Anuradhapura district.

(Source - <https://www.climatestotravel.com/climate/sri-lanka/anuradhapura>)

- **Ecological Characteristics**

The proposed intervention is to rectify the water leaks of the spillway. The existing spillway has construct on the base of natural stone and there is no vegetation very close to the spillway. The aquatic friend tree species Dominated by *Terminalia arjuna* (Kumbuk) found at the downstream of the spillway and there is no impact under the rectification works.

The upstream of the Spillway directly touch with the water surface and the aquatic fauna is common to the normal dry zone tank and the dominated fish species is *Tilapia spp.* (introduces). The proposed rectification activities have planned to take place at the dry period of the tank (no need an artificial water drawdown) and the planned to use nontoxic chemical. Therefore, No significant impact to quantic fauna and flora.

- **Wildlife of the Area**

Upstream of the Kalawewa tank belongs to the Kalawewa National Park under the DWLC. Mainly the Kalawewa NP provides habitats for wild elephants and other large mammals including spotted deer (*Axis axis*), sambar deer (*Rusa unicolor*) wild boar (*sus scrofa*) etc. In addition, the area provides habitats for number of birds, reptiles and butterfly species. Note - Wild elephant roaming is common in the proposed sites and contractor need to take precautionary measures to avoid wild animal attacks.

5.2. Presence of special habitat areas

Upstream of the Kalawewa tank is designated as Kalawewa National Park.

5.3. Archeological resources

There are no archeological resources recorded in the project's area of influence. However, the Kalawewa is a historical site. Famous Avkana and Wijithapura temples located at considerable

distance from the project site respectively 4.3 Km and 4.2 Km. There is no impact on these sites.

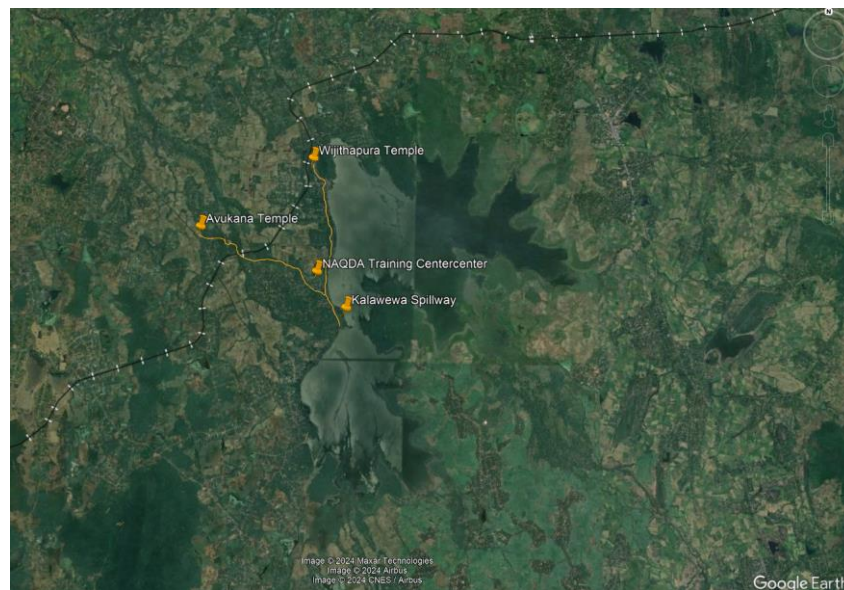


Figure 06- Location of the nearest archeological sites from the Kalawewa Spill

5.4. Socio-Economic Environment

- **Cultivation Overview**

The total irrigated land extent in Mahaweli System H is 25,390 hectares, primarily supported by the reservoirs Kalawewa and Rajanganaya. During the Yala season, 10,616 hectares are cultivated with paddy and 6,783 hectares with Other Field Crops (OFC), while in the Maha season, 23,382 hectares are used for paddy and 10,616 hectares for OFC. In terms of production, paddy yields during the Yala and Maha seasons are 154,503 metric tons and 59,171 metric tons, respectively, while OFC production is 8,175 metric tons in Yala and 41,839 metric tons in Maha.

- **Farmer Origination**

Mahaweli System H has a total of 225 Farmer Organizations (FOs) with 26,771 members, averaging approximately 119 members per organization.

6. Environmental and Social Impacts

The environmental and social screening for the rectification of Kalawewa ungated spillway was done by field inspection and formal and informal discussions with relevant officials of the implementing agency. The identified construction related impacts are mitigatable with known technology. Summary of the key environmental and social impacts associated with the sub-project are given below and the Environmental and Social Screening checklist (Table 03) and Environmental and Social Management Plan (ESMP) (Table 04).

6.1. Chemical contamination

The proposed rectification will be done by using a special chemical. Though the specific chemical is a nontoxic, there is a possibility to mix with water and soil. Also, the chemical can be harmful for the workers who are working at the site. Therefore, maximum precautionary measures should be applied to mitigate the soil and water contamination and ensure the workers safety.

6.2. Managing Soil Erosion

For the site preparation, there will have a small-scale excavation. Therefore, soil conservation measures need to be applied mainly for the upstream side of the tank. The proposed rectification works will take place during the dry period of the year and the impact will be very low.

6.3. Managing demolition waste

The project activities will generate debris (the quantity will very low) and need to be disposed to the approved site by the site engineer. Chemical contaminated waste/debris should be disposed to the specially identified site or collect and managed by the specific disposal method (Ex-incineration).

6.4. Chemical waste

Chemical waste including the chemical containers or packing materials should be managed according to the regulations of CEA.

6.5. Waste disposal

The site is very close to the water body of the tank and the Kalawewa NP. Polythene and plastic waste dispose to jungle area will affect to wildlife. Waste generate form the work sites need to collect properly and dispose to the approved site.

7. Environmental and Social Screening Checklist (Table 03)

	Screening question	Yes	No	Significance of the effect	Remarks
Project Design					
a. General					
1	Will the sub project include any physical construction work?	√		Very low	Due to the size and magnitude of the internal cracks and holes there are some possibilities to do small construction works. In addition to that there are no physical construction works identified except to the rectification of water leak by injecting suitable chemical.
2	Does the project include upgrading or rehabilitation of existing physical facilities?	√		Moderate	-DO-
b. Rehabilitation of dam head works, and rip rap associated irrigation infrastructure					
3	Will improvements to require the water level in the reservoir to be artificially drawn down?		√		Rectification works has planned to carryout at the dry season of the tank and no deed artificial water drawdown.
4	Will civil works lead to diminishing of other downstream water uses as a result of water quality impairment?		√		Nontoxic chemical use to rectification works and all mitigation measures will use to avoid water contamination.
5	Will the rehabilitated scheme serve new areas of paddy under its command?		√		No, the extent of paddy cultivation in the command area will remain the same.
Project Construction					
6	Will construction and operation of the Project involve actions which will cause physical changes in the locality (topography, land use, changes in waterbodies, etc)		√		The existing structure will be rehabilitated only.
7	Will construction of the project cause soil erosion within the site due to steep grade or soil content?	√		Low	Cleaning of the base area of upstream part will have small scale soil exactions. Low level soil erosion can be taken place and this can be manageable by using simple techniques.

	Screening question	Yes	No	Significance of the effect	Remarks
8	Will the Project involve dredging and disposal of dredge material as well as other solid wastes during construction?	√		low	No dredging is identified for the rehabilitation work, however, there will be the removal of demolition waste.
9	Will the Project release pollutants or any hazardous, toxic or noxious substances to air?	√			Nontoxic chemical will use for the rectification works. However precautionary measures need to contaminate with human body, water and soil. There will be no hazardous, toxic or noxious substances released into the air, other than fumes emanated by a few construction vehicles. Further, construction activities that would produce airborne dust are temporary and limited to short durations and will be restricted to a small area.
10	Will the Project cause noise and vibration or release of light, heat energy or electromagnetic radiation?	√		Low	Noise and vibration are expected to be very low due to the proposed methodology of the interventions.
11	Will the Project lead to risks of contamination of land or water from releases of pollutants onto the ground or into surface waters, groundwater?	√		Low	Other than pollutants such as petroleum, oil and grease that can be released from construction vehicles and machinery, no other sources of pollution with the potential to cause land and water pollution are envisaged. Domestic solid waste generated by the contractors will be collected and handed over to the local authority and therefore avoid any possible impact.
12	Are there any areas or features of high landscape or scenic value on or around the location which could be affected by construction activity?		√		Kalawewa National Park is close to the proposed site. But there is no impact due to the proposed interventions.
13	Are there any other areas on or around the location which are important or sensitive for reasons of their ecology e.g. wetlands, watercourses or other waterbodies, the coastal zone, mountains, forests which could be affected by the project?		√		No such location has been identified in the project area.
14	Are there any areas on or around the location which are used by protected, important or		√		

	Screening question	Yes	No	Significance of the effect	Remarks
	sensitive species of fauna or flora e.g. for breeding, nesting, foraging, resting, migration, which could be affected by the project?				
c. Land related impacts					
15	Will the sub-project require acquisition of land and or other assets?		√		
16	Is the project likely to cause partially or fully damage to, or loss of housing, shops, or other resource use?		√		
17	Are there any routes or facilities on or around the location which are used by the public for access to recreation or other facilities, which could be affected by the project?		√		
d. Livelihoods Related Impacts					
18	Will there be damage to agricultural lands, standing crops, trees, etc.?		√		
19	Will there be any permanent or temporary loss of income and livelihoods as a result of the civil works? If so, for what period?		√		
e. Impacts on community resources, public services, cultural/historical sites, etc					
20	Are there any areas on or around the location which are densely populated or built-up, which could be affected by the project?		√		
21	Are there any areas or features of historic or cultural importance on or around the location which could be affected by the project?		√		The area is considered as a historical important place and previously there are some issues on treasure hunting around the proposed site. The IA/PMU required to obtain archeological department's clearance. (See Annex 01)
22	Are there any areas on or around the location which are occupied by sensitive land uses e.g. hospitals, schools, places of worship, community facilities, which could be affected by the project		√		Training center of NAQUDA and the circuit bungalow of MASL located close to the spillway. But the rehabilitation works not create impact to the said institutes.

	Screening question	Yes	No	Significance of the effect	Remarks
23	Will the project cause the removal of trees in the locality?		✓		No removal of trees identified.
f. Construction related impacts (labor influx, community health and safety, etc)					
24	Will there be any risks and vulnerabilities to public safety due to physical hazards during construction of the Project?	✓		Low	Chemical handling should be done carefully and safety measures need to establish for workers and other officers.
25	Will the project require significant number of workers (skilled and unskilled)	✓		Low	
25(i)	Will the project attract significant number of migrant workers to the area?		✓		Going by previous Dam Safety project, large influx of labor are not expected to be fielded for rehabilitation work at a given time. Also, the general practice is for most of the unskilled labor to be sourced from the local area.
26	Will construction activity lead to burrowing of earth, gravel and sand? And/or quarrying for rock?		✓		
27	Will the project increase the risk of introduction of alien invasive species to the locality		✓		
Operational Impacts					
28	Will the project lead to stagnant water and drainage problems causing increased mosquito breeding		✓		

Significance of impact = Low, Moderate, High

8. Environment and Social Management Plan (Table 04)

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
Design Stage					
1	Application of Environmental Friendly or nontoxic Chemicals for the Rectification Works	<ul style="list-style-type: none">■ Selection of environmentally friendly or nontoxic chemicals for the rectification works.:<ul style="list-style-type: none">○ Required quality of the chemical (environmentally friendly/ nontoxic) need to be included to the specifications of the asking chemical	Design Cost	IA	IA/PMU
2	Design Proposed Rectification Works to mitigate the Water and soil contamination	<ul style="list-style-type: none">■ Design rehabilitation work to minimize the unexpected contamination of water and soil.	Design Cost	IA	IA/PMU
Pre-Construction/Site preparation phase					
1	Site Access Closure	<ul style="list-style-type: none">■ All public access to the site will be prohibited or controlled via adequate fencing and signage in order to avoid risk to the public.■ The site entrance will include adequate signage indicating the details of the proposed subproject, implementing agencies etc as well as safety signage to keep public away.■ A fence shall be erected to cover the working area, where possible, using cost effective fence materials consisting of chain link fence fabric, concrete post, etc. in order to ensure, animals and public are unable to freely access the site.	Engineering Cost	IA the Site in collaboration with the IA/PMU	IA/PMU
2	Material / Chemical Sourcing	<ul style="list-style-type: none">■ The contractor is required to ensure that all construction materials, chemicals that are identified in collaboration with the IA’s site Engineer.■ Quarry material and sand shall be purchased from licensed operators. (if required) If the contractor operates	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<p>his own quarry site, he will be required to obtain all licenses.</p> <ul style="list-style-type: none"> ■ The contractor is required to maintain the necessary licenses and environmental clearances for all burrow and quarry material they are using –including soil, fine aggregate and coarse aggregate. ■ Sourcing of any material from protected areas and/or designated natural areas, including tank beds, are strictly prohibited. ■ The contractor is required to submit in writing all the relevant copies, numbers and relevant details of all pre-requisite licenses etc. and report of their status to the engineer on a quarterly basis. 			
3	Coffer Dams	<ul style="list-style-type: none"> ■ The contractor will prepare the method statement for coffer damming (if necessary) where relevant and have it approved by the engineer prior to commencement or work or use the method statement provided by the project proponent with designs. 	Engineering Cost	Contractor	IA/PMU
4	Work Site Management	<ul style="list-style-type: none"> ■ The contractor will identify an area onsite to store construction materials, chemicals and equipment which will be approved by the engineer and demarcated for material storage as per the site plan. Minimum safeguards protection such as covering, fencing of material storage areas would be required. ■ Parking, repairing vehicles, machinery and equipment shall be done stationed only at the work site and/or in any other designated areas by the engineer. ■ The contractor will provide instruction and advice will be given to drivers and operators (both company-owned and hired) to park vehicles and store equipment at this designated area. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
5	Labor Camps	<ul style="list-style-type: none"> ■ The location, layout and basic facility provision of labor camps, site offices and resting facilities to be set up will be submitted to the Engineer prior to establishment. ■ The establishment of labor camps will commence only upon the written approval of the Engineer. ■ Resting and sanitary facilities will be provided separately for both men and women laborers. ■ The contractor will maintain necessary living accommodation and ancillary facilities in functional and hygienic manner and as approved by the Engineer. ■ All temporary accommodation will be established and maintained in such a fashion that uncontaminated water is available for drinking, cooking and washing. ■ The sewage system for the camp, if not available, will be planned & implemented with concurrence from the Local Public Health Officer (PHI) 	Engineering Cost	Contractor	IA/PMU
6	Labor Training and Code of Conduct	<ul style="list-style-type: none"> ■ The contractor will be required to sign the code of conduct with his all staff including labours. The code of conduct must be made available to all staff and displayed in the work site in local languages. ■ Labor awareness programs to educate the laborers about the code of conduct, general conduct, on Gender Based Violence (GBV) the Environmental and Social Management Plan, Occupational Health and Safety etc. will be conducted throughout the contract period as agreed in the contracts Environmental and Social Management Plan. ■ No labor under the age of 18 will be hired for work under this contract. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
7	Information Disclosure among Stakeholders	<ul style="list-style-type: none"> ■ The contractor will maintain a log of any grievances/complaints and actions taken to resolve them. ■ A copy of the ESMP will be available always at the project supervision office on site with along with Sinhala and Tamil translations. ■ The contractor will take note of all impacts, especially safety hazards that will be of concern to the residents and take necessary measures as stipulated in the ESMP to mitigate them. 	Engineering Cost	Contractor/IA/IA/PMU	IA/PMU
8	Waste management	<ul style="list-style-type: none"> ■ Initiate discussions with Local Authority to provide solution to waste disposal (solid waste and liquid). 		IA/PMU/Local Authority	IA/PMU
Construction/Intervention Phase					
1	Disposal of Debris and Spoil	<ul style="list-style-type: none"> ■ All debris, residual spoil material including any left earth shall be disposed only at locations approved by the engineer. ■ Used or access chemicals should be removed from the site with following safety measures and actions need to avoid soil and water contamination. ■ Chemical disposal should be done properly (if necessary). ■ If required, contractor can obtain specific instruction from the PHI of the area through the prior notice of site engineer of IA on chemical disposal. ■ The contractor shall obtain the approval from the relevant Local Authority for disposal of spoil at the specified location, as directed by the Engineer ■ Private land that will be selected for disposal will also require written consent from the land owner ■ The debris and spoil shall be disposed in such a manner that; <ul style="list-style-type: none"> ○ Waterways and drainage paths are not blocked 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> ○ The disposed material will not be washed away by runoff and ○ Will not be a nuisance to the public ○ Will not create vector breeding habitats ■ All material that is reusable or recyclable shall be used for such purposes either by the contractor or through dealers. ■ The debris and residual spoil material including any left earth shall be used, to refill the burrow areas as directed by the engineer, subjected to laying of topsoil as per recommendations for conservation and reuse of top soil provided below. ■ Excavated earth materials and all debris materials shall be disposed immediately without allowing to stockpile at identified locations for debris disposal, recommended by the engineer. During transportation, dispose materials will be covered with tarpaulin. ■ If approved by the engineer, contractor can dispose the debris and spoil as a filling material provided that the contractor can ensure that such material is used for legally acceptable purposes with disposed in an environmentally acceptable manner. 			
2	Transport and Storage of construction materials	<ul style="list-style-type: none"> ■ The contractor will avoid over loading trucks that transport material to construction sites. ■ During transportation, materials will be covered with tarpaulin. ■ Peak hours in roads with moderate to high traffic will be avoided. ■ The contractor shall minimize possible public nuisance due to dust, traffic congestion, air pollution, etc., due to such haulage; 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
3	Emission of Dust during cover application and construction.	<ul style="list-style-type: none"> ■ All construction materials and chemicals will be transported under cover to the site and stored under cover at the sight. ■ Plastic sheeting (of about 6 mm minimum thickness) can be used and held in place with weights, such as cinder blocks, with the edges of the sheeting buried, or by the use of other anchoring systems, in order to minimize the levels of airborne dust. ■ Continual water sprinkling will be carried out in the construction areas and the access road if dust stir is observed. 	Engineering Cost	Contractor	IA/PMU
4	Prevention of soil erosion during site preparation	<ul style="list-style-type: none"> ■ Debris material shall be disposed in such a manner that waterways, drainage paths would not get blocked. ■ Drainage paths associated with the infrastructure will be improved / erected to drain rain water properly. ■ Silt traps will be constructed to avoid siltation into water ways where necessary. ■ To avoid siltation, drainage paths will not be directed to any waterway directly and they will be separated. ■ Barricades such as humps will be erected at excavated areas for culverts, silt traps, toe walls, filling and lifting with proper sign boards, (all work will be carried out during the dry season). To prevent soil erosion in these excavated areas, proper earth drain system will be introduced. ■ All work will be carried out during the dry season. If such activities need to be continued during rainy season prior approval must be obtained from the Engineer by payment will be made for their implementation. 	Engineering Cost	Contractor	IA/PMU
5	Machinery Operation	<ul style="list-style-type: none"> ■ Only experienced and well-trained workers will be used for the handling of machinery, equipment and material processing plants. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
6	Noise from vehicles, machinery, equipment and construction activities.	<ul style="list-style-type: none"> Noise generating work will be limited to day time (6:00 AM to 6:00 PM). No work that generates excessive noise will be carried out during night hours (from 6:00 PM to 6:00 AM on the following day). All equipment and machinery will be operated at noise levels that do not exceed the permissible level of 75 dB¹ (during construction) for the day time. For all construction activities undertaken during the night time, the noise level will be maintained at below 50 dB as per the CEA noise control regulations. All equipment will be in good serviced condition. Regular maintenance of all construction vehicles and machinery to meet noise control regulations stipulated by the CEA in 1996 (Gazette Extra Ordinary, No 924/12) must be conducted for vehicles/machinery that will be used in construction on site and for transport. Ideally noise generating work will not be carried out during public holidays and religious days. Laborers will be advised to work with minimum noise. Strict labor supervision will be undertaken in this respect. No night time residency of laborers on site will be encouraged, post work hours. Idling of temporary trucks or other equipment will not be permitted during periods of loading / unloading or when they are not in active use. This practice will be ensured especially near residential and sensitive areas. Stationary construction equipment will be kept at least 100m from the site periphery, which has proximity to households. All possible and practical measures to control noise emissions during drilling shall be employed. 	Engineering Cost	Contractor	IA/PMU

¹ dB-Decibels

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> Contractor will submit the list of high noise/vibration generating machinery & equipment to the engineer for approval. Servicing of all construction vehicles and machinery must be done regularly and during routine servicing operations, the effectiveness of exhaust silencers will be checked and if found defective will be replaced. Maintenance of vehicles, equipment and machinery will be regular and up to the satisfaction of the Engineer to keep noise levels at the minimum. 			
7	Pollution of Soil and Water via Fuel and Lubricants	<ul style="list-style-type: none"> The contractor will ensure that all construction vehicle parking locations, fuel/lubricants storage sites, vehicle, machinery and equipment maintenance and refueling site shall be located away from the canal that is adjacent to the site by least 200 m away. Contractor will ensure that all vehicle/machinery and equipment operation, maintenance and refueling will be carried out in such a fashion that spillage of fuels and lubricants does not further contaminate the ground. Contractor will arrange for collection, storing and disposal of oily wastes to the pre-identified disposal sites (list to be submitted to Engineer) and approved by the Engineer. All spills and collected petroleum products will be disposed of in accordance with standards set by the CEA. Engineer will certify that all arrangements comply with the guidelines of CEA or any other relevant laws. 	Engineering Cost	Contractor	IA/PMU
8	Preventing siltation into water bodies	<ul style="list-style-type: none"> Contractor will take measures to prevent siltation of water bodies because of construction work including, construction of temporary/permanent devices to prevent water pollution due to siltation and increase of turbidity. These shall include the measures against erosion highlighted in this ESMP 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> ■ Construction materials containing small/fine particles will be stored in places not subjected to flooding and in such a manner that these materials will not be washed away by runoff. ■ Temporary soil dumps will be placed at least 200 m away from all water bodies ■ If temporary soil piles are left at the site for a long time those piles will be covered with thick polythene sheets ■ All fills, back fills and slopes will be compacted immediately to reach the specified degree of compaction and establishment of proper mulch 			
9	Preventing contamination of water from construction wastes	<ul style="list-style-type: none"> ■ Measures as stipulated in this ESMP shall be taken to prevent the wastewater produced in construction from entering the water bodies or the irrigation systems directly. ■ The discharge standards promulgated under the National Environmental Act shall be strictly adhered to. 	Engineering Cost	Contractor	IA/PMU
10	Public Safety	<ul style="list-style-type: none"> ■ At all times the site will restrict the entry of public on to the site. ■ Safety signboards and signboards prohibiting entrance and risks, will be displayed at all necessary locations. ■ The contractor will obtain a Third-party insurance to compensate any damages, injuries caused to the public or laborers during the construction period. ■ All construction vehicles will be operated by experienced and trained operators under supervision. ■ Material loading and unloading will be done only within the project site. 	Engineering Cost	Contractor	IA/PMU
11	Safety of Workers	<ul style="list-style-type: none"> ■ Contractor will comply with the requirements for safety of the workers as per the ILO Convention No. 62 and Safety & Health Regulations of the Factory Ordinance of 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<p>Sri Lanka to the extent that those are applicable to this contract.</p> <ul style="list-style-type: none"> ■ The contractor will supply all necessary safety measures at site- including provision of first aid kits and fire extinguishers. ■ Signage providing instructions on first aid management, emergency contact and emergency operational procedures in local languages will be displayed at the site office. ■ Basic onsite safety training will be conducted for all laborers during the ESMP training prior to the start of the construction activities. ■ The training to laborers will also include a brief on the risks of working on a dam rehabilitation site. ■ The contractor will obtain a Third-party insurance to compensate any damages, injuries caused to laborers during the construction period. ■ Protective footwear and protective goggles will be provided to all workers employed on mixing of materials like cement, concrete etc. ■ Welder's protective eye-shields will be provided to workers who are engaged in welding works. ■ Earplugs will be provided to workers exposed to loud noise, and workers working in crushing, compaction, or concrete mixing operation. ■ <u>The contractor shall supply all necessary safety equipment such as safety goggles, helmets, safety belts, ear plugs, mask etc. to workers and staff.</u> ■ In addition, the contractor shall maintain in stock at the site office, gloves, ear muffs, goggles, dust masks, safety harness and any other equipment considered necessary. 			

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> ■ A safety inspection checklist will be prepared taking into consideration what the workers are supposed to be wearing and monitored monthly and recorded. 			
12	Prevention of accidents	<ul style="list-style-type: none"> ■ Prevention of accidents involving human beings or vehicles or accidents during construction period will be done via adequate training and guidance to all workers. ■ Contractor should required a qualified environmental, social safety officer and he/she should maintain the labour safety and occupational health and safety. ■ A readily available first aid unit including an adequate supply of sterilized dressing materials and first aid supplies will always be available at the site office. ■ Availability of suitable transport always to take injured or sick person(s) to the nearest hospital will also be insured. ■ Names and contact information for emergency services such as Ambulance services, hospitals, police and the fire brigade will be prepared as a sign board and displayed at the work site. ■ Always a vehicle and a driver should be mobilized at the field (including public holidays) to accompany relevant victims to the medical treatments. The mobile number of the driver should display at the work site daily. ■ Wild elephant roaming is common of the area, therefore the contractor need to provide a training/ awareness for the labours on prevention of wildlife attacks. ■ Precautionary measures should be established to prevent for water accidents and a person should be allocated as a vigilant person while rehabilitation works are on-going. 	Engineering Cost	Contractor	IA/PMU
13	Operation of labor camps	<ul style="list-style-type: none"> ■ A supply of sufficient quantity of potable water will be provisioned for in every workplace/labor camp site at suitable and easily accessible places, and regular maintenance of such provisions will be carried out. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> ■ The sewage system for the offsite labor camp, if newly established, will be designed, built and operated in such a fashion that no health hazards occurs and no pollution to the air, ground water or adjacent water courses take place. ■ Adequate water supply will be provided in all toilets and urinals. ■ Contractor will provide garbage bins in the camps and ensure that these are regularly emptied and disposed of in a hygienic manner. 			
14	Handling of environmental and social issues during construction	<ul style="list-style-type: none"> • The Contractor will appoint the recruited Environmental Social and Safety Officer following the award of the <u>contract</u>. The Environmental, Social and Safety Officer will be the primary point of contact for assistance with all environmental issues during the pre-construction and construction phases. <u>He/ She will be responsible for ensuring the implementation of ESMP.</u> • The Contractor will appoint a person responsible for community liaison and to handle public complaints regarding environmental/ social related matters. All public complaints will be entered into the Complaints Register. The Environmental Officer will promptly investigate and review environmental complaints and implement the appropriate corrective actions to arrest or mitigate the cause of the complaints. A register of all complaints is to be passed to the Engineer within 24 hrs. They are received, with the action taken by the Environmental Officer on complains thereof. • Contractor shall prepare detailed Environmental Method Statement (EMS) clearly stating the approach, actions and way the ESMP is implemented. The EMS shall be updated regularly and submit for Engineers review. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> The environmental, social and safety officer will responsible for follow monthly monitoring checklist and report to the PMU monthly, maintain and report GRM, maintain relevant guidelines, documents, copies permits, log book and registers at the site office. 			
15	Management of chance find of Archeological Property	<ul style="list-style-type: none"> All fossils, coins, articles of value of antiquity and structures and other remains or things of geological or archaeological interest etc. discovered on the site and/or during construction work shall be the property of the Government of Sri Lanka, and shall be dealt with as per provisions of Antiquities Ordinance of 1940 (Revised in 1956 & 1998) The contractor shall take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing and shall, immediately upon discovery thereof and before removal acquaint the Engineer of such discovery and carry out the Engineer's instructions for dealing with the same, awaiting which all work shall be stopped within 100 m in all directions from the site of discovery. If directed by the Engineers, the Contractor will obtain advice and assistance from the Department of Archaeological of Sri Lanka on conservation measures to be taken with regard to the artifacts prior to recommencement of work in the area. 	Engineering Cost	Contractor	IA/PMU
16	Chance find of important Flora/Fauna	<ul style="list-style-type: none"> Flora <ul style="list-style-type: none"> While any rare/threatened/endangered flora species will be identified and removed prior to construction, during construction if by chance such species are found, it shall be immediately informed to the PMU by the contractor. 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		<ul style="list-style-type: none"> ○ All activities that could destroy such flora and/or its habitat shall be stopped with immediate effect. Such activities shall be started only after obtaining the Engineer's approval. Contractor shall carry out all activities and plans that the Engineer instructed him to undertake to conserve such flora and/or its habitat. ■ Fauna <ul style="list-style-type: none"> ○ All works shall be carried out in such a manner that the destruction or disruption to the fauna and their habitats is minimum. ○ Construction workers shall be instructed to protect fauna including birds and aquatic life as well as their habitats. ○ Chance found important Fauna ○ During construction, if any faunal species is found, it shall be immediately informed to the PMU by the contractor. All activities that could destroy such fauna and/or its habitat shall be stopped with immediate effect. Such activities shall be started only after obtaining the Engineer's approval. Contractor shall carry out all activities and plans that the Engineer instructed him to undertake to conserve such fauna and/or its habitat. 			
17	Site Closure and Demobilization	<ul style="list-style-type: none"> ■ The contractor will remove all excess material, equipment, vehicles from the project site prior to completing demobilization from the site. ■ Cofferdams, if erected need to be completely removed and associated debris has to be cleared from the. ■ All temporary site offices will be dismantled and removed from the site. ■ If the parking site has been dilapidated in any way as per the evaluation of the engineer, the contractor will 	Engineering Cost	Contractor	IA/PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
		reinstate it to the original condition prior to demobilization.			
18	Prevention of issues (e.g. GBV) related to labor influx	<ul style="list-style-type: none"> ■ Avoid or reduce labor influx where possible ■ Contractors to implement robust measures to prevent sexual harassment, gender-based violence (GBV) ■ Raising awareness of workforce – on unacceptable conduct and national laws related to GBV ■ Worker Code of Conduct will form part of the employment contract ■ Introduce sanctions for non-compliance (e.g. termination) ■ Cooperation with law enforcement agencies ■ Contractor will have his/her own GRM/GBV mechanism to deal with their grievances – this will be separate from the Project GRM/GBV. 	Engineering Cost	Contractor	IA/PMU
Post Construction/Operation and Maintenance Phase					
1	Flood management infrastructure	<ul style="list-style-type: none"> ■ Routine desilting and clearing of sediment traps, waste traps and silt traps, if any, will be included in the operations and maintenance plan for the sites. ■ Routine clearing and removal of aquatic alien invasive plants to ensure smooth flow and prevent blockages of waste traps etc. 	Operational Cost	Facility Operator	IA, CEA
2	Income generation for beneficiaries during construction periods	<ul style="list-style-type: none"> ■ Providing labor and other services for construction units can be allocated to local communities after providing required training to ensure enough income for local communities. Priority will also be given for female community members to secure employment opportunities with the contractor and related services linked to the project to ensure gender equality and inclusiveness. 	Operational cost	Contractor	IA, PMU

	Activities and Associated Impacted	Protection and preventive measures	Mitigation cost	Responsibility	
				Implementation	Monitoring
3	Provide adequate support for social organizations of the community	<ul style="list-style-type: none"> ■ To maintain the goodwill of the community and to pursue undisturbed operations during construction, it is recommended to provide some beneficiary services to community organizations through cooperate social responsibility budgets. 	Operational cost	Contractor	IA, PMU
4	Controlling pollution sources to the irrigation canals	<ul style="list-style-type: none"> ■ Identify sources of pollution discharging to the canals ■ Identify feasible mechanisms to address the discharge of pollution into the canals 	Operational cost	ID	IA, PMU

9. Special Information

a) Required Officers for the Work Site for Maintain Environmental and Social Safeguard

No	Officer's Designation	Service arrangement
01	Environmental, Social and Safety Officer	Full time

The environmental Social and Safety Officer is responsible to maintain environmental and social safety of the work site and maintain grievances. Also, he/she responsible to conduct environmental and social monthly monitoring and timely report to the PMU (Monthly monitoring format will be provided by the PMU).

The Environmental, Social and Safety Officer should maintain Occupational Health and Safety (OHS) throughout the project period and ensure the safety of workers/officers/visitors and the community who are living adjacent project sites.

b) Important Documents Should Maintain at the Work Site

- Environment and Social Management Plan (ESMP)
- Relevant guidelines
- Tree Removal Guideline
- Labour Camp Guideline
- Guideline on Occupational Health and Safety and Working in Wildlife Area
- Covid 19 Health Guideline
- Signed Code of Conducts
- Log Book
- Complain / Grievances Record Book
- Accident Record Book
- Borrow Material Licenses

c) Special Training Needs

The proposed project area is a wildlife area and the workers must aware on prevention of wildlife attacks, prevention of snake bites etc. The contractor should facilitate for this trainings and safeguard officers of the PMU will coordinate relevant trainings periodically.

d) Special Approvals

Contractor/IA should obtain necessary approvals form Department of Archeology and inform to the Park Worden of Kalawewa NP before enter to the work sites and all necessary information needs to be submitted.

e) Grievance Redress Mechanism

A three-tier grievance redress system has been envisaged for the IWWRMP that will function at local (GN level) and regional level (Divisional level), with recourse to a national-level body for appeal and for ensuring high-level government commitment, policy support and coordination for the process. The most immediate for the needs of the Kalawewa project will be the local (GN level) GRM. The national level GRC will only be convened when a complaint

or grievance is raised by an affected person that cannot be resolved at the lower levels Accordingly, the following measures will be taken:

- The environmental and social officers of the PMU and the scheme Engineering Assistant/Civil Engineer/Irrigation Engineer of the MASL will be responsible for creating awareness about the GRM, including its structure, functionalities of the GRM, mechanisms for registering complaints, and the procedures that would have to be followed by the different tiers of the GRM.
- The GRM process/procedures will be publicized among the General Public, Public Officers, Social Organizations, Contractors and Divisional Secretaries in the respective areas. A variety of methods will be adopted for communicating information to the relevant stakeholders. These methods will include display of posters in public places such as in government offices, project offices, community centers, hospitals and health clinics of the area
- The performance of the GRM will be monitored as part of the project's monitoring system. All complaints will be registered and tracked in the system. The system will quarterly and annual summaries of: the number of complaints raised & resolved, and the time taken to resolve them. A bi-annual evaluation would also be conducted to assess the effectiveness and efficiency of the GRM to improve the performance of the GRM.
- The contractor will also create awareness grievance redress mechanism (GRM) established by the PMU for the project

Composition of Grievance Redress Committee (GRC) – Grama Niladhari (GN) Level

This is the most basic, first level committee that will operate at site level, most likely as a committee at GN Division level. The Committee will try to resolve the grievances of persons who live in the immediate project area. The proposed composition of the committee would include a combination of government and community representatives who would try to resolve grievances in an amicable manner through a process aimed at achieving consensus.

Grama Niladhari of the area	Chairman
Representative from the local PMU Site Office	Secretary
Engineering Assistant from MASL-Headworks	Member
Representative of Contractor (if required)	Member
Representative of a local social organization (NGO/CBO)	Member
A representative of the community or local religious leader	Member

Composition of Grievance Redress Committee (GRC) – Divisional Secretary Level

This committee is expected to address complaints and disputes that cannot be resolved by the Grama Niladhari level committee. In addition to hearing appeal cases coming from lower level (GN level) committees, this committee could support the national level committee, providing information and administrative support. This committee will review decisions

coming from GN level committees within 15 working days and will communicate its decision to the claimants and GN level committee within five working days for follow-up actions. The committee consists of following members:

Divisional Secretary of the area or a representative nominated by the DS	Chairman
Representative from the PMU Head Office	Secretary
Grama Niladhari of the area from which the grievance was registered	Member
Irrigation Engineer/Civil Engineer or Representative from MASL-Headworks	Member
A representative from an NGO/CBO operative in the area	Member
A respected religious leader/clergy of the area or Community Leader	Member

Composition of Grievance Redress Committee (GRC) - National level

This GRC should be located in the Ministry of Agriculture, Livestock, Lands and Irrigation and shall be chaired by an Additional Secretary of the Ministry or a designated representative. The Project Director would serve as the secretary to the committee. As well as guiding and supervising the grievance system, this committee would review appeals from people who are not satisfied with the decisions of the lower level committees. The committee would comprise the following members:

Additional Secretary/ MI	Chairman
Project Director (of the PMU)	Secretary
Representative of the MASL	Member
Representative from construction firm (if necessary)	Member
District Secretary of the District or a representative nominated by the	Member
Divisional Secretary of the area or a representative nominated by the DS	Member
Representatives from a Social Organization (if necessary) (A national level NGO/CBO operating in the field and have operations in project area	Member

Handling GVB cases in GRM:

For GBV complaints, there are risks of stigmatization, rejection and reprisals against survivors. This creates and reinforces a culture of silence so survivors may be reticent to approach the project directly. The GRM will have multiple channels through which complaints can be registered in a safe, ethical and confidential manner keeping survivor information confidential and anonymous. The GRM committee will be trained on how to respond to GBV cases in a sensitive manner. During community consultations, effective channels will be identified (e.g. local community organizations, health providers, etc.) and GBV Service Providers will be mapped and identified in order to refer cases as required. Thus, the role of the GRM will be to refer cases to the service providers and to the police to investigate the cases and provide appropriate services to the survivors. The GBV Services Provider, and IA representatives involved in the GBV case resolution may report GBV cases to Police in accordance with the

law. In the case of a child abuse, the incident will also be reported to the NCPA (National Child Protection Authority).

The GRM will also have in place processes to immediately notify both the IA and the World Bank of any GBV complaints with the consent of the survivor. If the investigations revealed that the probability of the incident of GBV occurring was either created or exacerbated by the project, then corrective actions would be taken by the Borrower and the Bank to increase safety and security in the site locations.

The identified GBV Services Provider will have its own case management process which will be used to gather the necessary detailed data to support the complainant and facilitate resolution of the case referred by the GRM operator. This information should not go beyond the resolution of the incident, the date the incident was resolved, and that the case is closed. Service providers are under no obligation to provide case data to anyone without the survivor's consent. If the survivor consents to case data being shared the service provider can share information when and if doing so is safe, meaning the sharing of data will not put the survivor or service provider at risk for experiencing more violence.

To measure the effectiveness of the GRM addressing GBV-related complaints, data will be gathered for the following indicators: number of GBV grievances that have been referred to GBV Service Providers disaggregated by adult/children, the number of cases closed, and the average time they were open.

Contractor's GRM process to deal with the grievances related to labor and working conditions

The contractor's will be required to provide a Grievance Redress mechanism for all direct workers and contracted workers (and, where relevant, their organizations) to raise workplace concerns related to labor and working conditions. Contractor's grievance mechanism will be a separate one to the one established for PAPs and other stakeholders because workplace concerns are usually different from issues raised by project affected parties and other stakeholders. However, this parallel GRM operated by the contractor will include processes to refer complaints to the project GRM so as to ensure that an accurate understanding of the project's complaints is always available.

Workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against reprisal for its use. The contractor then will be required to make available relevant information throughout project duration in manner that is clear, understandable, and accessible to workers, for example by including it in workers' handbooks, on notice boards, or similar communication mechanisms.

The Contractor's will be required to address concerns promptly, using an understandable and transparent process that provides timely feedback to those concerned in a language they understand, without any retribution, and will operate in an independent and objective manner. It is important that the grievance mechanism be accessible to all direct and contracted workers, taking into account their different characteristics, for example female workers, migrant workers or workers with disabilities. Where appropriate, consideration can be given to allowing concerns to be raised anonymously and/or to a person other than an immediate supervisor.


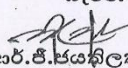
The grievance mechanism may utilize existing grievance mechanisms, providing that they are properly designed and implemented, address concerns promptly, and are readily accessible to such project workers. Hence, existing grievance mechanisms may be supplemented as needed with project-specific arrangements. The grievance mechanism will not impede access to other judicial or administrative remedies that might be available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

f) Budget

Most of the mitigation measures described in the ESMP are deemed as incidental to construction work and included in the contract. However, the costs provided in the ESMP need to be considered as specific mitigation costs

Description	Cost (Rs.)
Environment, Social officer and Safety Officer for 10 months (Rs. 50,000.00 x 10)	500,000.00
General mitigation works (including safety measures, signage, operational expenses for the GRM etc.)	500,000.00
Total	1,000,000.00

10. Annex 01

<p>අධ්‍යක්ෂ ජනරාල් ප්‍රධාන නායකයා Director-General</p> <p>E mail : arch@diamond.lanka.net Web site : www.archaeology.gov.lk</p> <p>දුරකථන Telegrams</p>	<p>දුරකථන අංකය 011-2695255 Telephone Nos.</p> <p>ෆැක්ස් අංකය 011-2696250 Fax</p>	 <p>පුරාවිද්‍යා දෙපාර්තමේන්තුව தொல்லியல் திணைக்களம் DEPARTMENT OF ARCHAEOLOGY ශ්‍රී ලංකා ප්‍රජාතාන්ත්‍රික සමාජවාදී ජනරජය இலங்கை சனநாயக சோசலிசக் குடியரசு Government of the Democratic Socialist Republic of Sri Lanka</p>	<p>ARCH/AP/MAW/07/01/2024 - iii වෙළුම.</p> <p>ඔබේ අංකය உமது இல. Your No.</p> <p>ශ්‍රීමත් මාකස් ප්‍රනාන්දු මාවත, කොළඹ 7. சேர் மாக்கஸ் பர்ணாந்து மாவத்தை. கொழும்பு 7. Sir Marcus Fernando Mawatha, Colombo 7.</p> <p>දිනය திகதி Date</p> <p>2024.12. 03</p>				
<p>ප්‍රාදේශීය පුරාවිද්‍යා කාර්යාලය(අනුරාධපුරය) දුරකථන අංකය:- 025 2222411</p>							
<p>ව්‍යාපෘති අධ්‍යක්ෂ, ඉංජිනේරු ලලිත් විජේරත්න මහතා, ඒකාබද්ධ ජලාධාර හා ජල සම්පත් කළමනාකරණ ව්‍යාපෘතිය, වාරිමාර්ග අමාත්‍යාංශය, දෙවැනි මහල, අංක 96, ආනන්ද කුමාරස්වාමි මාවත, කොළඹ 07.</p>							
<p><u>කලාවැව පිටවන ප්‍රතිසංස්කරණය සඳහා පුරාවිද්‍යා දෙපාර්තමේන්තුවේ එකඟතාවය ලබාගැනීම.</u></p>							
<p>ශීර්ෂගත කරුණ ඔබ විසින් පුරාවිද්‍යා අධ්‍යක්ෂ ජනරාල් අමතා ඇති ඔබගේ අංක WWRMP/Env/Acheo Clarence Kalwewa හා 2024.09.27 දිනැති ලිපිය හා බැඳේ.</p>							
<p>ඒ අනුව අදාල ඉදිකිරීම සම්බන්ධයෙන් පරීක්ෂාකර මාගේ නිලධාරී විසින් මා වෙත ලබා දී ඇති වාර්තාවට අනුව මෙය අත්‍යවශ්‍ය ඉදිකිරීමක් බව තහවුරු වන බැවින් පහත සඳහන් කොන්දේසි යටතේ කලාවැව පිටවන ප්‍රතිසංස්කරණ කටයුතු සිදුකරගැනීම සම්බන්ධයෙන් පුරාවිද්‍යා දෙපාර්තමේන්තුවේ විශේෂඥතාවයක් නොමැති බව කාරුණිකව දන්වා සිටිමි.</p>							
<p>කොන්දේසි,</p> <ol style="list-style-type: none"> I. මෙම අවසරය නව වන ප්‍රතිසංස්කරණය යන කරුණට පමණක් අදාල විය යුතුය. II. නව වනට උතුරු දෙසින් පිහිටි (මීටර් 50ක්) පැරණි වනට කිසිදු අයුරකින් හානි නොවිය යුතුය. III. මෙම කාර්යය සිදුකිරීමේ දී කලාපභාර පුරාවිද්‍යා නිලධාරීගේ සෘජු අධීක්ෂණය ලබාගත යුතුය. (දිනේෂ් මහතා 0712265259) IV. පුරාවිද්‍යා සාධක, සාක්ෂි, සලකුණු පිහිටා ඇති ආසන්න ස්ථානවල අනවසර කැණීම් රැස් කිරීම සිදුව ඇති බැවින් අවට හා ආසන්න ප්‍රදේශවල පවතින කිසිදු පුරාවස්තුවකට කිසිදු බලපෑමක් නොවිය යුතුය. 							
<p> ආර්.ඒ.ජයතිලක සහකාර අධ්‍යක්ෂ(අනුරාධපුරය) (දු.අං. 025 2222411 ෆැක්ස් 025 2222411) ඊමේල්. archncp@gmail.com රාජ්.ජයතිලක ප්‍රාදේශීය පුරාවිද්‍යා කාර්යාලය අනුරාධපුරය.</p>							
<p>පිටපත්:- 01. පුරාවිද්‍යා අධ්‍යක්ෂ ජනරාල්, පුරාවිද්‍යා දෙපාර්තමේන්තුව, කොළඹ. - කා.දැ. 03</p>							
<p>02. කලාපභාර පුරාවිද්‍යා නිලධාරී, කලාප අංක 07(මානාකන්ද) - අ.ක. 03</p>							
<table border="0" style="width: 100%;"> <tr> <td style="width: 30%;"> <p>ප්‍රධාන කාර්යාලය - පොදු අංක தலைமை அலுவலகம் - பொது இல. Head Office - General Numbers</p> </td> <td style="width: 10%;"> <p>011-2692840 011-2692841</p> </td> <td style="width: 30%;"> <p>පුරාවස්තු විනාශය වැළැක්වීමේ පොලිස් ඒකකය தொல்பொருள் அழிவை தடுக்கும் பொலிஸ் அலகு Police Unit - Prevention of Destruction and Theft of Antiquities</p> </td> <td style="width: 10%;"> <p>General 011-2694727 Hot Line 011-7 222 333</p> </td> </tr> </table>				<p>ප්‍රධාන කාර්යාලය - පොදු අංක தலைமை அலுவலகம் - பொது இல. Head Office - General Numbers</p>	<p>011-2692840 011-2692841</p>	<p>පුරාවස්තු විනාශය වැළැක්වීමේ පොලිස් ඒකකය தொல்பொருள் அழிவை தடுக்கும் பொலிஸ் அலகு Police Unit - Prevention of Destruction and Theft of Antiquities</p>	<p>General 011-2694727 Hot Line 011-7 222 333</p>
<p>ප්‍රධාන කාර්යාලය - පොදු අංක தலைமை அலுவலகம் - பொது இல. Head Office - General Numbers</p>	<p>011-2692840 011-2692841</p>	<p>පුරාවස්තු විනාශය වැළැක්වීමේ පොලිස් ඒකකය தொல்பொருள் அழிவை தடுக்கும் பொலிஸ் அலகு Police Unit - Prevention of Destruction and Theft of Antiquities</p>	<p>General 011-2694727 Hot Line 011-7 222 333</p>				




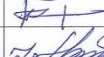

11. Annex 02

Integrated Watershed and Water Resources Management Project (IWWMP)

Subject:.....Kalawewa Spillgate Rehabilitation.....

23/02/2024

Attendance List

No.	Name	Designation	Institute	Tel No.	Email	Signature
01	MADDK Wickramasinghe	TA	MASL	0711809198		
02	A.H.G.R.R Aluwatthegama	TA	MASL	0715684129		
03	A.K. Rathnayake	SSP	IWWMP			
04	Anurudha Tennakoon	ES	IWWMP			
05	M.F. Jayasena	SO	IWWMP	0771811281		
06						
07						
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09						
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MAHAWELI DEVELOPMENT PROGRAMME SYSTEM H - GENERAL MAP

