

**Democratic Socialist Republic of Sri Lanka**  
**Ministry of Agriculture, Livestock, Lands and Irrigation**



**MAHAWELI AUTHORITY OF SRI LANKA**

**Integrated Watershed and Water Resources Management Project**  
**PROCUREMENT OF WORKS UNDER NATIONAL COMPETITIVE BIDDING**

**BIDDING DOCUMENT**

**For**

**Construction of Gabion Wall for Erosion Protection of Aluthoya Tank Spillway  
Canal and Rectification of Spill Causeway Structure Damages in Aluthoya  
Tank at Aluthoya Unit, Damminna Block in System "B"**

**Contract No: LK-MOMDE-539028-CW-RFB**

**MAY 2026**

<b>Name of Bidder</b>	
-----------------------	--

## Contents of Bidding Documents

<b>Volume</b>	<b>Section</b>	<b>Description</b>	<b>Page Nos.</b>
		<b>Invitation for Bid</b>	<b>1 - 2</b>
<b>1</b>	<b>1</b>	<b>Instructions to Bidders</b>	<b>3</b>
	<b>3</b>	<b>Conditions of Contract</b>	<b>13</b>
	<b>5</b>	<b>Standard Forms (Contract)</b>	<b>42 - 49</b>
<b>2</b>	<b>2</b>	<b>Bidding Data</b>	<b>4 - 12</b>
	<b>4</b>	<b>Contract Data</b>	<b>14 - 41</b>
	<b>6</b>	<b>Specifications</b>	<b>50 - 88</b>
	<b>7</b>	<b>Form of Bid</b>	<b>89 - 91</b>
	<b>8</b>	<b>Bills of Quantities</b>	<b>92 - 104</b>
	<b>9</b>	<b>Schedules</b>	<b>105 - 123</b>
	<b>10</b>	<b>Drawings</b>	<b>124 - 127</b>
	<b>11</b>	<b>Standard Forms (Bid)</b>	<b>128 - 129</b>
	<b>Annex- 01</b>	<b>Check List for Bidder</b>	<b>130</b>



## Invitation for Bids (IFB)



Ministry of Agriculture, Livestock, Lands 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 **Integrated Watershed and Water Resources Management Project** and it intends to apply part of the proceeds of this credit to payment under the Contract 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, 9<sup>th</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10, up to **1100 hrs** on **01.06.2026** for the under mentioned improvement works.

Description of Work	Contract No.	CIDA Registration	Bid Security / Non-Refundable Tender Fee	Pre bid meeting
<p><b>Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"</b> Location - Welikanda</p> <p>Estimated Amount: <b>Rs. 97.72 Mn</b> without VAT including Contingencies</p> <p>Contract period <b>360 days</b></p>	<p><b>LK-MOMDE-539028-CW-RFB</b></p>	<p>Grade: <b>Minimum C5</b></p> <p>Specialty: <b>Irrigation and Drainage Canals</b></p>	<p>Bid Security value: <b>LKR 1,275,000.00</b></p> <p>Validity: <b>Up to 27.10.2026</b></p> <p>Non-refundable Tender deposit: <b>Rs. 20,000.00</b></p>	<p>Date: <b>26.05.2026</b></p> <p>Time: <b>10.00 a.m. onwards</b></p> <p>Venue: <b>Resident Project Manager's Office, System "B", Welikanda</b></p>

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.5Mn. 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 “World Bank Procurement Guidelines and Procurement Regulations for IPF Borrowers- July 2016 revised November 2017 and August 2018” shall be applicable.
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, 3<sup>rd</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 from 20.05.2026 up to 01.06.2026 from 0930 hrs to 1500 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 **Deputy Director General (Technical Services) Office, Mahaweli Authority of Sri Lanka, 3<sup>rd</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** for free of charge from **20.05.2026 up to 01.06.2026 from 0930 hrs to 1600 hrs** on working days and in the **<http://mahaweli.gov.lk>** website.
7. 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, 9<sup>th</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10 before 1100 hrs on 02.06.2026** Bids will be opened immediately thereafter. Bidders or their authorized representatives, not exceeding two (2) in numbers are permitted to be present at the opening of bids.
8. For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on **Tel: 011-2689651, 011-2687475, e-mail: [ddgts.masl@gmail.com](mailto:ddgts.masl@gmail.com)**

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

**Section - 1**

**INSTRUCTIONS TO BIDDERS**

***Note:***

***Bidders are advised to refer Section 1 – Instructions to Bidders of Standard Bidding Document ICTAD Publication No. – ICTAD/SBD/02 – Second Edition- January 2007***

**Section - 2**

**BIDDING DATA**

## Section 2 - Bidding Data

Instructions to Bidders Clause Reference	Entry
1.1	<p><b>Employer's Name and Address</b>  Name : Director General, Mahaweli Authority of Sri Lanka  Address : 9<sup>th</sup> Floor, No. 500, T.B. Jayah Mawatha, Colombo 10.</p>
1.1	<p><b>Scope of Works</b>  The works consists of <b>Construction of Gabion Wall for Erosion Protection of Aluthoya Tank Spillway Canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"</b>  Contract No. <b>LK-MOMDE-539028-CW-RFB</b>  Located at <b>Welikanda</b></p>
1.2	<p><b>Time for Completion</b>  The Time for Completion for the whole of works shall be <b>360 days</b></p>
2.1	<p><b>Source of funds</b>  The source of funds is <b>International Development Association (IDA) (World Bank)</b></p>
3	<p>Substitute by the following:</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>

	<ul style="list-style-type: none"><li>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;</li><li>v. “obstructive practice” is:<ul style="list-style-type: none"><li>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</li><li>b. acts intended to materially impede the exercise of the World Bank’s inspection and audit rights provided for under paragraph 3.4 below.</li></ul></li><li>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;</li><li>c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring mis-procurement, 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;</li><li>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;</li><li>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</li></ul>
--	---

	<p>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. 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>
<p><b>4.1</b></p>	<p><b>Qualification Information</b></p> <p>The following information shall be provided in Section 9 - Schedules:</p> <ul style="list-style-type: none"> <li>• CIDA registration <ul style="list-style-type: none"> <li>Registration number .....</li> <li>Grade .....</li> <li>Specialty .....</li> <li>Expiry date .....</li> </ul> </li> <li>• VAT registration number .....</li> <li>• Attach Construction Program</li> <li>• Attach Legal Status (Sole Proprietor, Partnership, Company etc.)</li> <li>• Attach authentication for signatory (shall be submitted with the bidding document)</li> <li>• Value of construction work performed for any 5 years within last 10 years</li> <li>• Experience in works of similar nature and complexity in last ten years</li> <li>• Major items of Construction equipment</li> <li>• Statement of audited account for any 5 years within last 10 years</li> <li>• Proof for at least Rs. 24.5 Mn liquid asset credit facilities</li> <li>• Work in hand</li> <li>• Staff to be attend in full time basis</li> <li>• Attach Work plan and method statement</li> </ul>

<b>4.2 (a)</b>	<b>CIDA registration required</b> The registration required; <b>Specialty Irrigation and Drainage Canals</b> <b>Grade Minimum C5</b>														
<b>4.2 (b)</b>	<b>Average annual volume of construction work performed in last 10 years and any 5 years within these 10 years shall be at least Rs. 117.5 Mn</b>														
<b>4.2 (c)</b>	Experience as prime contractor in the construction of at least one works of a nature and complexity similar to the works over the last 10 years. Civil Works in Irrigation Canals or structure of the value of at least <b>Rs. 49.0 Mn (Excluding VAT)</b>														
<b>4.2 (d)</b>	<b>Essential equipment</b> Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment <b>shall be;</b> <table border="0" data-bbox="584 745 1031 966" style="margin-left: 40px;"> <thead> <tr> <th style="text-align: center;">Type</th> <th style="text-align: center;">Capacity</th> </tr> </thead> <tbody> <tr> <td>1. Tipper</td> <td>3 cubes</td> </tr> <tr> <td>2. Tractor</td> <td>0.75 cube</td> </tr> <tr> <td>3. Concrete mixer</td> <td></td> </tr> <tr> <td>4. Earth Compactor</td> <td></td> </tr> <tr> <td>5. Water pump 2"</td> <td></td> </tr> </tbody> </table>			Type	Capacity	1. Tipper	3 cubes	2. Tractor	0.75 cube	3. Concrete mixer		4. Earth Compactor		5. Water pump 2"	
Type	Capacity														
1. Tipper	3 cubes														
2. Tractor	0.75 cube														
3. Concrete mixer															
4. Earth Compactor															
5. Water pump 2"															
<b>4.2 (e)</b>	Qualifications and experience of the Contract Manager and other Key personnel														
	<b>No.</b>	<b>Key Person</b>	<b>Qualifications and Experience</b>	<b>No. of Person</b>											
	1	Contract Manager	B.Sc. (Engineering) or Equivalent plus at least 10 years' experience in similar projects after obtaining Full Membership of the Institution of Engineers Sri Lanka (Chartered Engineer) or equivalent	01											
	2	Site Engineer (Civil)	B.Sc. Civil Engineering degree or equivalent with 10years total experience and 5 years similar work experience.	01											
	3	Engineering Assistant (Civil)	NCT or equivalent with 8 years total experience and 5 years of similar work experience.	01											
	4	Environment and Social Specialist/ Officer	Degree or equivalent Qualification in Relevant field.	01											
	5	Health and Safety Specialist/ Officer	Degree or equivalent Qualification in Relevant field.	01											

	The Bidder must demonstrate that it will have a suitably qualified Contract Manager and suitably qualified other key personnel in adequate numbers in full time basis, as described in the table above.
<b>4.2 (f)</b>	<b>Liquid assets and/or credit facilities required</b> 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 <b>Rs. 24.5 Mn</b>
<b>10.1</b>	<b>Clarification of Bidding Documents</b>  Employer's address for clarification of bidding documents is:  Name of Officer: <i>Deputy Director General (Technical Services Division)</i> Address: <i>Mahaweli Authority of Sri Lanka</i> <i>3<sup>rd</sup> Floor</i> <i>No. 500, T. B. Jayah Mawatha</i> <i>Colombo 10</i> <i>Phone: 011 269 6436</i> <i>Telefax: 011 268 9651</i>
<b>13.1(A) (j)</b> <b>13.1(B) (d)</b>	The Bidder shall submit the following additional documents in its Bid:  <i>[Note: list any additional document not already listed in ITB 13.1 that must be submitted with the Bid. The list of additional documents should include the following:]</i>  <b>Code of Conduct (ESHS)</b>  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. <i>[Note: Complete and include the risks to be addressed by the Code in accordance with Schedule 10, e.g. risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, sexual exploitation and abuse, illicit behavior and crime, and maintaining a safe environment etc.]</i>  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.  The Contractor shall be required to implement the agreed Code of Conduct.  <b>Management Strategies and Implementation Plans (MSIP) to manage the (ESHS) risks</b>  The Bidder shall submit Management Strategies and Implementation Plans

	<p>(MSIP) to manage the following key Environmental, Social, Health and Safety (ESHS) risks.</p> <p><b>[Note: insert name of plan and specific risk/s];</b></p> <ul style="list-style-type: none"> <li>• [e.g. Traffic Management Plan to ensure safety of local communities from construction traffic];</li> <li>• [e.g. Water Resource Protection Plan to prevent contamination of drinking water];</li> <li>• [e.g. Boundary Marking and Protection Strategy for mobilization and construction to prevent offsite adverse impacts];</li> <li>• [e.g. Strategy for obtaining Consents/Permits prior to the start of relevant works such as opening a quarry or borrow pit];</li> <li>• [e.g. Gender based violence and sexual exploitation and abuse (GBV/SEA) prevention and response action plan].</li> </ul> <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 Particular Conditions of Contract Sub-Clause 4.1, that includes the agreed Management Strategies and Implementation Plans described here.</p> <p><i>[Note: The extent and scope of these requirements should reflect the significant ESHS risks or requirements set out in Schedule 10 as advised by Environmental/Social specialist/s. The key risks to be addressed by the Bidder should be identified by Environmental/Social specialist/s, for example, from the Environmental and Social Impact Assessment (ESIA), Environmental and Social Management Plan (ESMP), Resettlement Action Plan (RAP), and/or Consent Conditions (regulatory authority conditions attached to any permits or approvals for the project), up to a maximum of four. The risks may arise during mobilization or construction phases, and may include construction traffic impacts on the community, pollution of drinking water, depositing on private land and impacts on rare species etc. The management strategies and/or implementation plans to address these could include, as appropriate: mobilization strategy, strategy for obtaining consents/permits, traffic management plan, water resource protection plan, bio-diversity protection plan and a strategy for marking and respecting work site boundaries etc.]</i></p>
<p><b>14.4</b></p>	<p><b>Adjustments for change in cost</b> The Contract is subjected to Price Adjustment</p>
<p><b>16.1</b></p>	<p><b>Period of Bid Validity:</b> The Bid shall be valid up to <b>119 days</b> from the Bid submission deadline date <b>02.06.2026</b> The Bid shall be valid up to <b>29.09.2026</b></p>

<b>17.1</b>	<p><b>Amount of Bid Security:</b> The amount of Bid Security is Sri Lanka Rupees: <b>One Million, Two Hundred Seventy Five Thousand (LKR 1,275,000.00)</b> Bid security shall only be an unconditional guarantee issued by a bank recognized by the <b>Central Bank of Sri Lanka</b> in accordance with the format given.</p>
<b>17.2</b>	<p><b>Validity of Bid Security (147 days)</b> The Bid Security shall be valid up to <b>27.10.2026</b> (date)</p>
<b>17.5</b>	<p>Add “and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 35.1.”</p>
<b>17.6 (c) (ii)</b>	<p>Add “and if required in the BDS, the Environmental, Social, Health and Safety (ESHS) Performance Security pursuant to ITB 35.1.”</p>
<b>19.1</b>	<p><b>Pre-Bid meeting</b> Pre-Bid meeting will be held Venue, time, and date of the pre-bid meeting. <b>Date: 26.05.2026</b> <b>Time: 10.00 am</b> <b>Venue: Resident Project Manager’s Office, System “B”, Welikanda</b>  The Site visit will be held at <b>9.00 am</b> at <b>Resident Project Manager’s Office, System “B”, Welikanda</b> on <b>26.05.2026</b> before the Pre- Bid meeting.</p>
<b>21.2 (a)</b>	<p><b>Employer’s Address for Bid submission</b> Employer’s address for the purpose of bid submission is: <b>Mahaweli Authority of Sri Lanka</b> <b>9<sup>th</sup> floor, No. 500, T. B. Jayah Mawatha,</b> <b>Colombo 10</b></p>
<b>21.2 (b)</b>	<p><b>Identification number of Contract</b> Identification Number of the Contract is: <b>LK-MOMDE-539028-CW-RFB</b></p>
<b>22.1</b>	<p><b>Deadline for submission of Bids</b> Deadline for submission of Bids: <b>02.06.2026</b></p>

25.1	<p><b>Bid opening</b>  Venue, time, and date of bid opening  <b>Mahaweli Authority of Sri Lanka</b>  <b>9<sup>th</sup> Floor, No. 500, T. B. Jayah Mawatha</b>  <b>Colombo 10</b>  <b>Time : 11.00 am</b>  <b>Date : 02.06.2026</b></p>
31.1	<p><b>Preference for Domestic Bidders: Not Applicable</b></p>
32	<p>After evaluation of Bids according to procedures described in the Bidding Document, the employer will inform all the bidders in writing the selection of the successful bidder and the intention of contract award to such bidder. The standard still period for the contract shall be 10 working days. Any unsuccessful bidder, if they so wish, may make a request for a debriefing within three working days of such notice to Director General, MASL  If any unsuccessful bidder, if wishes to submit an appeal shall be made before the expiry of the stand still period with the non-refundable cash deposit equivalent to the amount and address given below.  <b>Address: Director General, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha, Colombo 10.</b>  <b>Cash Deposit: LKR 10,000.00</b></p>
35.1	<p><b>Amount of Performance Security</b>  The Standard Form of Performance Security acceptable to the Employer shall be a Guarantee from an Agency accepted and stated in the Procurement Guidelines.  The amount of the Performance Security is 7% of the Initial Contract Price.  The Performance Security shall be valid until ..... (date).  (28 days beyond the Defect Liability Period)  The successful Bidder <b><i>shall be</i></b> required to submit an Environmental, Social, Health and Safety (ESHS) Performance Security within 14 Days of receipt of the Letter of Acceptance.  The amount of the Environmental, Social, Health and Safety (ESHS) Performance Security is 3% of the Initial Contract Price.  The Environmental, Social, Health and Safety (ESHS) Performance Security shall be valid until ..... (date).  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>

**Section - 3**

**CONDITIONS OF CONTRACT**

***Note :***

***Bidders are advised to refer Section 3 – Condition of Contract of Standard Bidding Document ICTAD Publication No. – ICTAD/SBD/02 –second edition-January 2007***

**Section - 4**

**CONTRACT DATA**

## Section 4 - Contract Data

**Note:** *The clause numbers referred are the clause numbers of Conditions of Contract. The Employer should insert relevant data for all the items marked with an **asterisk (\*)** prior to the issue of the bidding documents. Where a number of Days are to be inserted, it is desirable for the number to be a multiple of seven, for consistency with the Conditions of Contract.*

Conditions of Contract Clause Number/s		
(*) 1.1.2.2 & 1.3	Employer's name and address	Name: <b>Director General, Mahaweli Authority of Sri Lanka</b>  Address: <b>Mahaweli Authority of Sri Lanka</b> <b>9<sup>th</sup> floor, No. 500, T. B. Jayah Mawatha</b> <b>Colombo 10</b>
	Employer's Representative	Name: <b>Deputy Director General (TS), Mahaweli Authority of Sri Lanka</b>  Address: <b>Mahaweli Authority of Sri Lanka</b> <b>3<sup>rd</sup> floor, No. 500, T. B. Jayah Mawatha</b> <b>Colombo 10</b>
1.3	Contractor's name and address	Name: ..... Address: .....
(*) 1.1.2.4 & 1.3	Engineer's name and address	Name: <b>Deputy Resident Project Manager (TS)</b> Address: <b>Mahaweli Authority of Sri Lanka</b> <b>Resident Project Manager's Office</b> <b>System "B"</b> <b>Welikanda</b>
1.1.2.5 <b>Contractor's Personnel</b>	<b>Key Personnel</b> 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	<b>Replace existing Clause 1.1.2.9 with following:</b> "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 Works	Time for Completion is <b>360 Days</b>
(*) 1.1.3.7	Defects Notification Period	Defects Notification Period is <b>365 Days</b>

<b>1.1.6.8</b>	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	<b>14 Days</b> after Letter of Acceptance
(*) 3.1	Engineer’s Duties and Authority	The Engineer shall obtain the specific approval of the Employer before taking action under the following Sub-Clauses of these Conditions: (a) Clause 13, where the final effect of the variations increases the Contract Price (b) Sub-Clause .....
<b>4.1 Contractor’s General Obligations</b>	<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>	

<p>(*) 4.2</p>	<p>Amount of Performance Security</p>	<p>7% of the Initial Contract Price, in the currencies and proportions in which the Contract Price is payable. The acceptable form provided in Section 5, Standard Forms</p> <p><b>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</b></p> <p>(Shall be valid 28 days beyond the Defect Liability Period)</p> <p>The ESHS Performance Security will be in the form of a “<i>demand guarantee</i>” in the amount(s) of 3% percent of the Accepted Contract Amount and in the same currency(ies) of the Accepted Contract Amount. The acceptable form provided in Section 5, Standard Forms</p>
<p><b>4.2 Performance Security</b></p>	<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><b>4.14 Progress Reports</b></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> <p>Sub-Clause 4.21 (g) is replaced by the following:</p> <p><b>“4.14 (g)</b> the Environmental, Social, Health and Safety (ESHS) metrics set out in Appendix B”</p> <p>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> <ul style="list-style-type: none"> <li>(a) confirmed or likely violation of any law or international agreement;</li> <li>(b) any fatality or serious (lost time) injury;</li> <li>(c) significant adverse effects or damage to private property (e.g. vehicle accident, damage from fly rock, working beyond the boundary)</li> <li>(d) major pollution of drinking water aquifer or damage or destruction of rare or endangered habitat (including protected areas) or species; or any allegation of gender-based violence (GBV), sexual exploitation or abuse, sexual harassment or sexual misbehavior, rape, sexual assault, child abuse, or defilement, or other violations involving children.</li> </ul>
<p><b>6.8 Contractor’s Personnel</b></p>	<p><b>Key Personnel</b></p> <p>Sub-Clauses 6.8 (d) is amended by inserting “or” at the end:</p> <p><b>“6.9 (d).....; or”</b></p> <p>Sub-Clauses 6.8 (e) is inserted as follows:</p> <p><b>“6.9 (e) undertakes behavior 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).”</b></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><b>“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.”</b></p>

(*) 8.7	Liquidated damages for the Works	<b>0.05%</b> of the Initial Contract Price per Day																								
(*) 8.7	Maximum amount of liquidated damages	<b>5%</b> of the Initial Contract Price																								
12.2 (b)	Method of Measurement	The Method of Measurement shall be SLS 573																								
13.3 <b>Variation procedure</b>	Sub-Clause 13.3. (a) is replaced with the following: “(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;”																									
(*) 13.4(b) I	Percentage for adjustment of Provisional Sums	<b>10%</b>																								
13.4(b) II	Percentage for Overhead and Profit factor	<b>17%</b>																								
13.7 <b>Adjustment for changes in Cost</b>	Last paragraph “The weightings for each of the inputs of cost .....” shall be substituted by the following: “The weightings for each of the inputs of cost given in this Clause shall be adjusted only if they have been rendered unreasonable, unbalanced or inapplicable, as a result of Variations.”																									
13.7	Weightings of Inputs	<table border="1"> <thead> <tr> <th>CIDA No.</th> <th>Input Name</th> <th>%</th> </tr> </thead> <tbody> <tr> <td>M53</td> <td>Gabion box</td> <td>56.52</td> </tr> <tr> <td>M6</td> <td>Rubble</td> <td>22.08</td> </tr> <tr> <td>L3</td> <td>Unskilled Labour</td> <td>4.63</td> </tr> <tr> <td>M45</td> <td>Earth</td> <td>3.67</td> </tr> <tr> <td>LI</td> <td>Skilled Labour</td> <td>1.69</td> </tr> <tr> <td>PI</td> <td>Small Equipment</td> <td>1.41</td> </tr> <tr> <td colspan="2"><b>Total</b></td> <td><b>90.00</b></td> </tr> </tbody> </table> <p><b>Non-adjustable element shall be:</b></p> <ul style="list-style-type: none"> <li>● <b>Preliminary Items (all items)</b></li> <li>● <b>All Provisional Sum Items</b></li> </ul>	CIDA No.	Input Name	%	M53	Gabion box	56.52	M6	Rubble	22.08	L3	Unskilled Labour	4.63	M45	Earth	3.67	LI	Skilled Labour	1.69	PI	Small Equipment	1.41	<b>Total</b>		<b>90.00</b>
CIDA No.	Input Name	%																								
M53	Gabion box	56.52																								
M6	Rubble	22.08																								
L3	Unskilled Labour	4.63																								
M45	Earth	3.67																								
LI	Skilled Labour	1.69																								
PI	Small Equipment	1.41																								
<b>Total</b>		<b>90.00</b>																								
(*) 14.2	Total Advance Payment	<b>40%</b> of the Initial Contract Price excluding provisional sums and contingencies																								
(*) 14.2	Number and timing of Installments	01 installment																								
(*) 14.3(c)	Percentage of Retention	<b>10%</b>																								

(*) 14.3(c)	Limit of Retention Money	5% of the Initial Contract Price
(*) 14.5	Minimum amount of Interim Payment Certificates	<b>Rupees 4,100,000.00</b>
<b>14.5 Issue of Interim Payment Certificate</b>	<p>The following is added to the third paragraph as (c):</p> <ol style="list-style-type: none"> <li>i. if the Contractor was, or is, failing to perform any ESHS obligations or work under the Contract, the value of this work or obligation, as determined by the Engineer, may be withheld until the work or obligation has been performed, and/or the cost of rectification or replacement, as determined by the Engineer, may be withheld until rectification or replacement has been completed. Failure to perform includes, but is not limited to the following: <ol style="list-style-type: none"> <li>a) failure to comply with any ESHS obligations or work described in the Works' Requirements which may include: working outside site boundaries, excessive dust, failure to keep public roads in a safe usable condition, damage to offsite vegetation, pollution of water courses from oils or sedimentation, contamination of land e.g. from oils, human waste, damage to archeology or cultural heritage features, air pollution as a result of unauthorized and/or inefficient combustion;</li> <li>b) failure to regularly review C-ESMP and/or update it in a timely manner to address emerging ESHS issues, or anticipated risks or impacts;</li> <li>c) failure to implement the C-ESMP e.g. failure to provide required training or sensitization;</li> <li>d) failing to have appropriate consents/permits prior to undertaking Works or related activities;</li> <li>e) failure to submit ESHS report/s (as described in Appendix B), or failure to submit such reports in a timely manner;</li> </ol> </li> </ol> <p>failure to implement remediation as instructed by the Engineer within the specified timeframe (e.g. remediation addressing non-compliance/s).</p>	

(*)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	<p>This Amount of insurance per occurrence is:</p> <table border="1" data-bbox="764 642 1435 1703"> <thead> <tr> <th data-bbox="764 642 1016 764"></th> <th data-bbox="1016 642 1230 764">Minimum Insurance Amount</th> <th data-bbox="1230 642 1435 764">Maximum Deductible</th> </tr> </thead> <tbody> <tr> <td data-bbox="764 764 1016 886">(a) for the works, Plant and materials:</td> <td data-bbox="1016 764 1230 886">110% of the contract Price</td> <td data-bbox="1230 764 1435 886">Rs 50,000/-</td> </tr> <tr> <td data-bbox="764 886 1016 1026">(b) For loss or damage to equipment</td> <td data-bbox="1016 886 1230 1026">Replacement value of the Equipment</td> <td data-bbox="1230 886 1435 1026">Rs 50,000/-</td> </tr> <tr> <td data-bbox="764 1026 1016 1341">(c) for losses or damage to property (except the works, plant, Materials, and Equipment) in connection with Contract</td> <td data-bbox="1016 1026 1230 1341">Rs 1.0 million</td> <td data-bbox="1230 1026 1435 1341">Rs 50,000/-</td> </tr> <tr> <td data-bbox="764 1341 1016 1602">(d) for personal injury or death: (i) of the Contractor's employees per event</td> <td data-bbox="1016 1341 1230 1602">Rs 1,000,000 per employee</td> <td data-bbox="1230 1341 1435 1602">No Deductible</td> </tr> <tr> <td data-bbox="764 1602 1016 1703">(ii) of other people per event</td> <td data-bbox="1016 1602 1230 1703">Rs 1,000,000 per person</td> <td data-bbox="1230 1602 1435 1703">No Deductible</td> </tr> </tbody> </table>				Minimum Insurance Amount	Maximum Deductible	(a) for the works, Plant and materials:	110% of the contract Price	Rs 50,000/-	(b) For loss or damage to equipment	Replacement value of the Equipment	Rs 50,000/-	(c) for losses or damage to property (except the works, plant, Materials, and Equipment) in connection with Contract	Rs 1.0 million	Rs 50,000/-	(d) for personal injury or death: (i) of the Contractor's employees per event	Rs 1,000,000 per employee	No Deductible	(ii) of other people per event	Rs 1,000,000 per person	No Deductible
	Minimum Insurance Amount	Maximum Deductible																				
(a) for the works, Plant and materials:	110% of the contract Price	Rs 50,000/-																				
(b) For loss or damage to equipment	Replacement value of the Equipment	Rs 50,000/-																				
(c) for losses or damage to property (except the works, plant, Materials, and Equipment) in connection with Contract	Rs 1.0 million	Rs 50,000/-																				
(d) for personal injury or death: (i) of the Contractor's employees per event	Rs 1,000,000 per employee	No Deductible																				
(ii) of other people per event	Rs 1,000,000 per person	No Deductible																				

	<p><b><u>Clause 19.0 Claims, Disputes and Arbitration</u></b>  <b>Delete existing sub-clause 19.2 (Dispute Resolution),</b>  <b>Delete existing sub-clause 19.3 (Procedure for Adjudication),</b>  <b>Delete existing sub-clause 19.4 (Replacement of Adjudicator),</b>  <b>Delete existing sub-clause 19.5 (Arbitration), and insert the following new sub-clauses;</b></p> <p><i>19.2 Appointment of the Dispute Adjudication Board</i>  <i>19.3 Failure to Agree on the Composition of the Dispute Adjudication Board</i>  <i>19.4 Obtaining Dispute Adjudication Board's Decision</i>  <i>19.5 Failure to Comply with Dispute Adjudication Board's Decision</i>  <i>19.6 Expiry of Dispute Adjudication Board's Appoint Arbitration</i></p>	
<p>19.2</p>	<p>Appointment of the Dispute Adjudication Board</p>	<p>Any dispute of whatever nature arising out of or in relation to this agreement shall in the first instance be referred to a Dispute Adjudication Board (DAB) for decision in accordance with Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision]. The Parties shall appoint a DAB within 28 Days from the Commencement Date.</p> <p>The DAB shall comprise, three suitably qualified persons ("the members"), who shall be professionals experienced in the type of construction involved in the Works and with the interpretation of contractual documents, one of whom shall serve as chairman.</p> <p>Within 28 Days from the Commencement Date each of the Parties shall appoint one member to serve on the Dispute Adjudication Board (DAB). The Parties shall consult both these members and shall agree upon the third member, who shall be appointed to act as the chairman.</p> <p>The agreement between the Parties and each of the three members shall incorporate by reference the General Conditions of Dispute Adjudication Agreement contained in the Appendix to these Contract Data, with such amendments as are agreed between them.</p> <p>The terms of the remuneration of the three members, including the remuneration of any expert whom the DAB consults, shall be mutually agreed upon by the Parties when agreeing the terms of appointment of the member or such expert (as the case may be). Each Party shall be responsible for paying one-half of this remuneration.</p>

19.3	Failure to Agree on the Composition of the Dispute Adjudication Board	<p>If a member declines to act or is unable to act as a result of death, disability, resignation or termination of appointment, a replacement shall be appointed in the same manner as the replaced person was required to have been nominated or agreed upon, as described in this Sub-Clause.</p> <p>The appointment of any member may be terminated by mutual agreement of both Parties, but not by the Employer or the Contractor acting alone. Unless otherwise agreed by both Parties, the appointment of the DAB (including each member) shall expire when the discharge referred to in Sub-Clause 14.11 [Discharge] shall have become effective.</p> <p>If any of the following conditions apply, namely:</p> <ul style="list-style-type: none"><li>(a) either Party fails to nominate a member of a DAB by such date,</li><li>(b) the Parties fail to agree upon the appointment of the third member (to act as chairman) of the DAB by such date, or</li><li>(c) the Parties fail to agree upon the appointment of a replacement person within 42 Days after the date on which the one of the three members declines to act or is unable to act as a result of death, disability, resignation or termination of appointment,</li></ul> <p>Then Institute for Construction Training and Development (ICTAD) shall, upon the request of either or both of the Parties and after due consultation with both Parties, appoint this member of the DAB. This appointment shall be final and conclusive. Each Party shall be responsible for paying one-half of the expenses / disbursements incurred by ICTAD.</p>
------	---	--

19.4	Obtaining Dispute Adjudication Board's Decision	<p>If a dispute (of any kind whatsoever) arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works, including any dispute as to any certificate, determination, instruction, opinion or valuation of the Engineer, either Party may refer the dispute in writing to the DAB for its decision, with copies to the other Party and the Engineer. Such reference shall state that it is given under this Sub-Clause.</p> <p>The DAB shall be deemed to have received such reference on the date when it is received by the chairman of the DAB.</p> <p>Both Parties shall promptly make available to the DAB all such additional information, further access to the Site, and appropriate facilities, as the DAB may require for the purposes of making a decision on such dispute. The DAB shall be deemed to be not acting as arbitrator(s).</p> <p>Within 84 Days after receiving such reference, or within such other period as may be proposed by the DAB and approved by both Parties, the DAB shall give its decision, which shall be reasoned and shall state that it is given under this Sub-Clause. The decision shall be binding on both Parties, who shall promptly give effect to it unless and until it shall be revised in an amicable settlement or an arbitral award as described below. Unless the Contract has already been abandoned, repudiated or terminated, the Contractor shall continue to proceed with the Works in accordance with the Contract.</p> <p>If either Party is dissatisfied with the DAB's decision, then either Party may, within 28 Days after receiving the decision, give notice to the other Party of its dissatisfaction and intention to commence arbitration. If the DAB fails to give its decision within the period of 84 Days (or as otherwise approved) after receiving such reference, then either Party may, within 28 Days after this period has expired, give notice to the other Party of its dissatisfaction and intention to commence arbitration.</p>
------	--	---

		<p>In either event, this notice of dissatisfaction shall state that it is given under this Sub-Clause and shall set out the matter in dispute and the reason(s) for dissatisfaction. Except as stated in Sub-Clause 19.5 [Failure to Comply with Dispute Adjudication Board's Decision] and Sub-Clause 19.6 [Expiry of Dispute Adjudication Board's Appointment], neither Party shall be entitled to commence arbitration of a dispute unless a notice of dissatisfaction has been given in accordance with this Sub-Clause.</p> <p>If the DAB has given its decision as to a matter in dispute to both Parties, and no notice of dissatisfaction has been given by either Party within 28 Days after it received the DAB's decision, then the decision shall become final and binding upon both Parties.</p>
19.5	Failure to Comply with Dispute Adjudication Board's Decision	<p>In the event that a Party fails to comply with a DAB decision which has become final and binding, then the other Party may, without prejudice to any other rights it may have, refer the failure itself to arbitration under Sub-Clause 19.7 [Arbitration]. Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision] shall not apply to this reference.</p>
19.6	Expiry of Dispute Adjudication Board's Appointment	<p>If a dispute arises between the Parties in connection with, or arising out of, the Contract or the execution of the Works and there is no DAB in place, whether by reason of the expiry of the DAB's appointment or otherwise:</p> <p>(a) Sub-Clause 19.4 [Obtaining Dispute Adjudication Board's Decision] shall not apply, and</p> <p>(b) The dispute may be referred directly to arbitration under Sub-Clause 19.7 [Arbitration].</p>

19.7	Arbitration	<p>(a) Any dispute of whatever nature arising from, out of or in connection with this agreement, on the interpretation thereof, or the rights, duties, obligations or liabilities of any Party, or the operation, breach, termination, abandonment, foreclosure or invalidity thereof, shall be referred to by either Party to arbitration for final settlement, in accordance with the Arbitration Act No. 11 of 1995, or any amendment thereof,</p> <p>(b) Pending the award in any arbitration proceedings hereunder,</p> <p>(i) this Contract and the rights and obligations of the Parties shall remain in full force and effect and</p> <p>(ii) each of the Parties shall continue to perform their respective obligations under this Contract. The termination of this Contract shall not result in the termination of any arbitration proceedings pending at the time of such termination nor otherwise affect the rights and obligations of the Parties under or with respect to such pending arbitration.</p> <p>Any award rendered by the arbitral tribunal shall determine the extent to which the cost of arbitration is to be borne by each Party. The arbitration centre charges and the compensation to the arbitrator shall be equally shared by the Parties initially.</p> <p><b>Composition of the Arbitral Tribunal :</b></p> <p>The arbitral tribunal shall consist of a sole arbitrator who shall be appointed in the manner provided in the Selection Procedure as given below.</p> <p><b>Selection Procedure :</b></p> <p>The Party desiring arbitration shall nominate three arbitrators, out of which one to be selected by the other Party within 21 Days of receipt of such nomination. If the other Party does not select one to serve as Arbitrator within the stipulated period, then the Arbitrator shall be appointed in accordance with the Arbitration Act No. 11 of 1995, or any amendments thereof.</p>
------	-------------	--

		<p><b>Venue and Language :</b></p> <p>The venue of arbitration shall be in Sri Lanka.</p> <p>Unless otherwise agreed to by the Parties the proceedings shall be conducted and the award shall be rendered in the English language</p>
	<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</p> <p>14.2- Advance Payment</p> <p>14.5- Issue of Interim Payment Certificate</p> <p>14.11- Discharge</p> <p>15.5- Employer’s Entitlement to Termination for Convenience</p> <p>16.4 (a)- Payment on termination</p>	

## 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 form's 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 enters 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 form's 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 endeavor 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 coordinated 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 endeavor 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                      for and on behalf of the                      the Member  
employer in the presence of                      Contractor in the presence of                      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

*[Note to Employer: the following metrics may be amended to reflect the Employer's environmental, social, health and safety policies and/or the ESHS requirements of the project. The metrics that are required should be determined by the ESHS risks of the Works and not necessarily by the scale of the Works]*

*Metrics for regular reporting:*

- 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:*
    - List areas/facilities with permits required (quarries, asphalt and 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 and 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 and 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 have been done):*
- i. dust: number of working bowsers, number of watering/days, number of complaints, warnings given by environmentalists, 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.

**Section - 5**

**STANDARD FORMS (CONTRACT)**

**Notes on Form of Letter of Acceptance**

*The Letter of Acceptance will be the basis for formation of the Contract as described in Clause 34 of the Instructions to Bidders. This Form of Letter of Acceptance should be filled in and sent to the successful bidder only after evaluation of Bids and after obtaining approval from the relevant authority.*

**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 **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B" LK-MOMDE-539028-CW-RFB** 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] 200.... [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 **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B" Contract No. LK-MOMDE-539028-CW-RFB** [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.

.....

.....

**Authorized signature of Contractor**

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

**Date:** -----

**PERFORMANCE GUARANTEE No.:** -----

We have been informed that ----- *[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. **LK-MOMDE-539028-CW-RFB** dated ----- with you, for the **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"** (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 ....., 2025 *[insert date, 28 days beyond the Time for Completion]* 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 \_\_\_\_\_ (\_\_\_\_\_),<sup>1</sup> 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...<sup>2</sup>, 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.***

---

<sup>1</sup> *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.*

<sup>2</sup> *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: Director General, Mahaweli Authority of Sri Lanka**

**Date:** -----

**ADVANCE PAYMENT GUARANTEE No.:** -----

We have been informed that ----- [name of Contractor] (hereinafter called “the Contractor”) has entered into Contract No. **LK-MOMDE-539028-CW-RFB** dated ----- with you, for the **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"** (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: Director General, Mahaweli Authority of Sri Lanka**

**Date:** -----

**RETENTION MONEY GUARANTEE No.:** -----

We have been informed that -----*[name of Contractor]* (hereinafter called "the Contractor") has entered into Contract No. **LK-MOMDE-539028-CW-RFB** dated ----- with you, for the execution of **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"** (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 civil 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>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
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>

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)

**Section - 6**

**SPECIFICATIONS**

## **SPECIFICATIONS FOR CIVIL WORKS**

### **GENERAL TECHNICAL SPECIFICATIONS**

**CIDA Publication No. SCA/3/1 – ‘Specifications for Irrigation and Drainage Works’** and **CIDA Publication No. SCA/4/1 – ‘Specifications for Building Works - Volume I’** 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.

### **PARTICULAR TECHNICAL SPECIFICATIONS**

#### **1 INTRODUCTION**

The following Particular Specifications are part of the requirements for the work related to the Civil Works which are to be provided according to the stipulations of the Contract. Hence, the instructions given herein form an integral part of, and are applicable to, all technical and Contract Documents issued for the Works. Addenda to these Specifications may be issued as required during the construction phase.

These Particular Technical Specifications shall be read in conjunction with General Technical Specifications (CIDA), the Conditions of Contract and the Bidding Drawings. The Contractor shall comply with all provisions contained within the Contract Documents.

The General Technical Specifications and the Particular Technical Specifications in conjunction with the Bidding Drawings define the technical standard and quality to be achieved during construction.

It is the intent of these Specifications, together with other relevant documents issued as part of the Contract Documents or to follow later on, to provide the Contractor with complete and detailed information and subsequent instructions necessary to enable him to carry out the design, where and when required, and to execute properly the work prescribed.

It is the intent of these Particular Specifications to establish acceptable standards of quality. On the other hand they shall also allow the construction of the Works in an efficient and economical way. Minor deviations in details due to selected work procedures and due to manufacturer's standard shop process will be considered for acceptance provided that, in the opinion of the Project Manager, the proposed substitutions are equal in quality to those specified.

The Drawings available shall serve as a basis for detail design drawings to be produced by the Contractor.

All work shall be executed according to the Drawings and requirements released for construction, in a professional and diligent manner, and all supplies and work shall comply with the quality requirements defined in the relevant Sections of these Specifications and other Contract Documents. The Contractor shall provide all necessary efforts to comply with the intent of the General and Particular Specifications to the satisfaction of the Project Manager.

## **2 CONTRACTOR'S SUBMITTALS AND PROJECT MANAGER'S APPROVAL**

The Contractor shall provide the Project Manager with all submittals as requested in these Specifications and other Contract Documents. Although their extent shall be to the discretion of the Contractor, they shall be complete enough to illustrate adequately their intent and facilitate full for the understanding of the Project Manager.

At any time the Project Manager may call for additional information, completion of the submittals.

The Contractor shall submit these documents to the Project Manager so that, even if not specifically expressed, reasonable time will be given to the Project Manager to comment or approve the submittals.

The approval of the Project Manager shall always be given in written form prior to the commencement of any work under this Contract and the Contractor shall not be paid for any work that is performed without the express written approval or instruction by the Project Manager.

## **3 SITE INSTALLATION, SERVICES AND ENVIRONMENTAL OBLIGATIONS**

### **3.1 General**

#### **3.1.1 Scope of work**

The Contractor shall be responsible for providing plant, equipment, materials and labour for the provision of all necessary site installations, temporary works and services adequate for the realisation of the Works under this Contract.

The Contractor shall furnish, install, maintain and operate all site installations, temporary works and Contractor's equipment for his own use and for the use of the Project Manager and Subcontractors, and as required for third parties, including workshops, warehouses, storage and assembly areas, all machinery, vehicles, scaffolding, equipment, water and power supply, etc.

Site installations, temporary works and services provided by the Contractor for his own use as well as for that of the Project Manager or for third parties shall conform to the applicable standards, codes and sanitary requirements set down by the Sri Lankan authorities for such purpose.

The construction, operation and maintenance of the Contractor's site installations, temporary works and services shall be subject to inspection and written consent by the Project Manager.

All plants, facilities, installations and services for the Contractor's and Project Manager's use shall at all times remain the Contractor's property, except as specified hereinafter. Should the Contractor wish to sell his plant after the Completion of the Contract facilities and equipment in the country of the Works, he shall pay any and all taxes and duties required by law as stipulated in the Conditions of Contract.

The scope of the Works includes but is not limited to following site installation parts:

- a) All temporary structures required for the performance of the works such as access roads, temporary construction roads or temporary working platforms
- b) Stores, Warehouses, Materials Yards
- c) Materials testing laboratory
- d) Construction equipment

- e) Power supply and illumination
- f) Water supply
- g) Sanitation, sewerage and waste disposal
- h) Communication System
- i) Site security

All installations of any Subcontractors shall comply with these Specifications.

### **3.1.2 Submittals**

Within 30 days from the date of contract award the Contractor shall submit to the Project Manager updated layout plans showing, at adequate scale, the locations and arrangement of all site installations. These plans shall be consistent with the plan submitted by the Contractor with his Bid as well as with any amendments and additions.

Within 14 days from the date of contract award the Contractor shall submit to the Project Manager an updated project schedule on paper and as soft copy in Microsoft MS Project form showing all the activities, he intends to perform to meet his obligations in contract and to complete the works within its stipulated time for completion. This baseline schedule will be used for monitoring progress each month and for evaluating the impacts of any departures from the baseline schedule.

### **3.2 Prior to construction works**

The Contractor shall carry out all necessary surveying work required for the approved performance of the works and shall ensure that the position and elevation of all works thus constructed are correct. The measuring methods and devices used must meet the standard of accuracy required for this purpose.

### **3.3 Access Works**

The construction and maintenance of permanent and temporary access roads or access ramps from public roads to the sites, including crossings, shall be the Contractor's responsibility to the approval of the Project Manager.

In general, all roads within the site area shall be the Contractor responsibility, construction and maintenance, during the works until final handover to the Project Manager.

Proper maintenance of all roads being used by the Contractors during the entire construction period, both permanent existing ones as well as temporary roads, shall be the Contractor's responsibility.

Additional roads and ramps which have to be built to transport equipment and materials shall be constructed by the Contractor at his own expense and with the Project Manager's prior approval, and the maintenance of such roads during the construction period shall also be at the Contractor's expense. The same applies for existing public roads and bridges used by the Contractor in the vicinity of the site for the execution of the works.

Any work, improvement or modification at the existing access roads made by the Contractor, for his own convenience, and without being ordered by the Project Manager, shall be at the Contractor's own risk and expense.

If any damage or pollution occurs during the execution of the works, the Contractor must restore and clean the roads immediately at his own cost.

After completion of the Contract and before delivering the work to the Project Manager (final takeover), all temporary structures shall be removed to the satisfaction of the Project Manager.

### **3.4 Construction Facilities**

#### **3.4.1 Stores, warehouse, workshops and material yards**

The Contractor shall provide and equip, for his own and his Subcontractors' use, warehouses, materials storage areas and fuel storage areas, all of which shall be maintained in good condition until the completion of works.

Listed hereunder are the buildings, workshops and warehouses expected to be constructed and equipped by the Contractor for use in the performance of the work under this Contract, in addition to facilities explicitly specified elsewhere in these specifications:

- a) Workshop and service facilities for vehicles and construction equipment
- b) Main warehouse and parts store
- c) Storage facilities for all materials applied within the conduction of the rehabilitation works

#### **3.4.2 Materials testing laboratory**

The Contractor shall build and equip an adequate field laboratory for the sampling and for testing of all materials as specified in the pertinent sections of the specifications.

The laboratory shall be located in a building properly equipped with electricity, water, air-conditioning/heating, etc., and shall have enough room for storing the samples tested as required by the Project Manager.

The equipment to be supplied and the methods of testing shall be in accordance with the relevant codes and standards and as approved by the Project Manager. All apparatus and equipment shall be in good working conditions, functional and manufactured by a reputable manufacturer.

The Contractor shall operate and maintain the laboratory until the Completion of Works and make all facilities and services available to the Project Manager as required. All sampling and testing to be undertaken shall be under the direct supervision of the Project Manager. The laboratory shall be run by Contractor's personnel experienced in sampling and testing of materials, and quality control.

Specialised testing which may be required and which cannot be performed in the Contractor's laboratory due to lack of time or equipment shall be assigned to an independent organisation approved by the Project Manager. The Contractor shall accept all results, instructions or restrictions stipulated by the Project Manager in writing based on such tests.

Upon completion of the works, all laboratory equipment shall remain the property of the Contractor. However, the Project Manager reserves the right to purchase some or all of the equipment by mutual agreement.

#### **3.4.3 Construction equipment**

The Contractor shall provide suitable and adequate temporary construction equipment until the completion of the works under this Contract.

A schedule including a list of quantities for temporary construction equipment has to be delivered to the Project Manager on a monthly basis for information.

Full costs of all construction equipment shall be included under the unit prices of each part of the rehabilitation works.

### **3.5 Utilities**

#### **3.5.1 Power supply and illumination**

The Contractor shall supply, install, operate and maintain an adequate power supply system and illumination for running the site and other site installation facilities during the whole construction period. The concept shall be approved by the Project Manager.

#### **3.5.2 Water supply**

The Contractor shall provide, install, operate and maintain adequate and suitable water supplies for the works within the contract including storage for drinking purposes, sanitation, construction, cleaning, testing and commissioning of the various equipment items and plant components of the construction lot.

The water supplies shall be continuously available during working hours and rated to meet the maximum demand required during construction on the basis of 'firm supply' and shall supply all temporary installations.

The drinking water provided shall at all times meet the criteria of the local health authority.

The concept shall be approved by the Project Manager.

#### **3.5.3 Sanitation, sewerage and waste disposal**

The installations shall meet the requirements of the local health authorities and environmental regulation.

The Contractor shall collect waste material and garbage from site on a daily basis and transport it to an approved area where it shall be treated and disposed of in accordance with local environmental requirements.

The Site shall be kept clean and free of refuse at all times. No waste shall be dumped in areas other than those approved by the Project Manager for waste disposal. No waste of any kind shall be deposited in any water courses.

#### **3.5.4 Communication systems**

The Contractor shall supply, install, operate and maintain a complete telephone system satisfying all his needs and the needs of the Project Manager at site including external lines to the public switched telephone network and external connection to an internet access provider.

#### **3.5.5 Office space**

The Contractor shall supply, construct, equip and maintain an office for the sole and exclusive use of the Project Manager, fully furnished and equipped with facilities and services.

The office building shall be provided with the necessary portable fire extinguishers and service facilities necessary for normal and comfortable occupation by 6 people. The building shall be air-conditioned.

The offices shall be equipped with adequate furniture (desk, chair etc.) and fittings (electricity, lights, toilets, water etc.) for use as an office. Furthermore, the office shall be equipped with an Internet connection.

The offices shall be maintained by the Contractor at his expense.

### **3.6 Site security**

The Contractor shall employ an adequate force of trained security guards at the worksite and at the construction camp on 24-hour duty including weekends and holidays.

### **3.7 Demobilisation**

Upon the completion of works the Contractor shall reinstate the site and dismantle and demobilize all temporary facilities erected by himself or his Subcontractors, and remove all debris, objectionable material and all other refuse which may have been deposited on site during the construction period. Such materials may be deposited only in areas approved by the Project Manager.

All excavated areas shall be filled, graded and dressed in a clean and orderly condition acceptable to the Project Manager. As far as possible such areas should conform to the natural appearance of the landscape.

### **3.8 Environmental obligations**

The Contractor shall, during the whole period of the works comply fully with all national Sri Lankan laws and regulations relating to environmental protection, mitigating measures for reducing environmental impacts and remedial works on completion of the Works. This obligation shall extend to the construction sites themselves and all of the Contractor's site installations.

Notwithstanding any specific obligations as these may be specified in prevailing Sri Lankan laws and regulations, the Contractor shall at all times comply with the following particular requirements for the protection of the environment, the local population and the workers at the construction site:

- Collect, treat, remove from site and dispose of in accordance with the regulations and to the satisfaction of the Project Manager all domestic and industrial waste and excess construction materials (both solid and liquid), fuel, chemicals and other matter.
- Make every effort to minimise the harmful effects of transport to and from the site, in particular vehicle emissions and noise and the control of dust on roads.

The Contractor shall maintain close contact with local representatives and government institutions in addressing issues arising from the construction activities. Such issues needing particular attention are the following.

- Pollution caused by construction work
- Disruption to the local community
- Disputes related to the use of land for construction activities and/or site installations etc.
- Disputes arising from traffic congestion and restrictions on the use of the main project access road and roads in the project area

- All matters relating to road safety and the reduction to a minimum of the risk of traffic accidents.

### **3.9 Social obligations**

As far as may be reasonably practicable, the Contractor shall recruit his unskilled labour from those persons from the local community who may apply for work. Suitably skilled workers in the local community should also be recruited wherever practicable.

## **4 SAFETY AND HEALTH PRECAUTIONS**

### **4.1 General**

This section covers the precautions that have to be taken for the health and safety of all personnel on Site that the Contractor and his Sub-Contractors shall apply in all civil construction and equipment erection works during the construction time.

### **4.2 Safety precautions**

#### **4.2.1 Safety programme and its implementation**

A safety program shall detail policies, procedures, and plans which the Contractor intends implementing to ensure the safety and health of his employees. It shall comply with the standards and regulations in force in the country of the Works applicable to construction safety.

The Contractor shall designate a competent employee specially trained and experienced to act as Safety Officer, who will administer and be responsible for the implementation of the safety program. He shall carry out frequent and regular safety inspections of the working areas, materials, and equipment. The name and qualifications of the Safety Officer shall be submitted for approval to the Project Manager prior to his appointment.

The Contractor shall be responsible for the implementation of health and safety provisions for his subcontractors employed at Site.

All serious and fatal injuries and diseases caused by the progress of work shall be immediately investigated by the Contractor and a comprehensive report shall be submitted to the Project Manager.

In case of a fatal accident, only rescue and emergency teams and operations shall be permitted at the place of the occurrence until the Project Manager gives permission to resume normal operations.

#### **4.2.2 Safety standards**

In addition to the requirements of the following specified herein, the Contractor shall comply with all currently applicable safety documents and/or organizations:

#### **4.2.3 Safety of personnel**

The Contractor shall be responsible for the safety of all personnel on the Site and shall provide his employees and his sub-contractors employees working on the Site, the Project Manager's staff and all visitors to the Site with safety equipment appropriate to the tasks upon which they are engaged, including helmets, high visibility vests or jackets, safety footwear and, where required, gloves, lamps, waterproof clothing, dust masks and/or safety belts. The

use of such safety equipment shall be compulsory, as deemed necessary by the Project Manager.

During drilling works and in areas where the personnel are exposed to harmful noise levels and dust, ear protectors and masks shall be furnished and required to wear.

Employees engaged in work having an inherent danger of eye or face injury shall be furnished and required to wear protection glasses, goggles or masks. Where irritant or toxic substances may come in contact with the skin or clothing, employees shall be wearing protective clothing or shall be required to apply a protective ointment by a competent physician.

Personnel working on steep slopes or otherwise subject to possible falls from levels not protected by fixed guardrail or safety nets, shall be secured by safety belts and lifelines.

Portable ladders shall be wooden or steel ladders sufficiently strong and with suitable size for the use intended. Wooden ladders shall have the steps fixed to the longitudinal posts by assembly. The use of ladders with steps nailed or wired along the longitudinal posts is not permitted.

#### **4.2.4 Security of personnel and working areas**

The Contractor shall take at all times the necessary measures to ensure the safety and security of all persons, work and property. This shall include but not be limited to the following:

- Access control to all areas related to the Works
- Installation of fences
- Security patrols

#### **4.2.5 Maintenance of traffic and safety on roads**

The Contractor shall be responsible for the safety on the roads related to the Site. He shall take all necessary precautions for the protection of the work and the safety of the public on the roads affected by his activities. Where the work will be carried out at the site of, or close to an existing road, the Contractor shall maintain the vehicular and pedestrian traffic safe at all times. If his operations can cause traffic hazards, he shall repair or fence or take other measures for ensuring safety which are satisfactory to the Project Manager.

Roads subjected to interference with the work shall be kept open or suitable detours shall be provided and maintained by the Contractor, who shall provide, erect, and maintain all necessary barricades, suitable and sufficient flashlights, flagmen, danger signals, and signs.

Roads which will be closed to traffic shall be protected by effective barricades on which acceptable warning and detour signs shall be placed. All barricades and all lights shall be kept burning from sunset to sunrise.

The Contractor shall submit his weekly activities schedule and the locations of his work along the existing public roads to the authorities concerned, and obtain all necessary approvals prior to commencement of the respective work.

The Contractor shall provide temporary passes and bridges to give an access to the existing villages, houses, etc., to the satisfaction of the Project Manager and the authorities concerned whenever he disturbs such existing ways during the execution of the Works.

#### **4.2.6 Weather precautions**

In order that the Works may proceed according to the programme, the Contractor is to undertake at his expense all necessary precautions for protection against inclement weather, which shall be subject to the approval of the Project Manager.

#### **4.3 Health precautions**

##### **4.3.1 First aid**

Prior to the commencement of construction, the Contractor shall organize and train a first aid team composed of his employees. This team shall be capable to render help after accidents.

The first aid team shall be organized in such a way that sufficient number of members will be ready for action at any time until the completion of the Works.

The team members shall be instructed and trained for their task by a qualified and experienced person. Each team member shall be skilled in giving first aid, dealing with the appliances for artificial respiration, and firefighting equipment and shall possess a good local knowledge. Adequate equipment for reaching even the remotest working area shall be at their disposal.

The Contractor shall submit the details of the proposed first aid team organization to the Project Manager for approval.

##### **4.3.2 Noise control**

The Contractor shall take the provisions required to assure that noise from his construction activities and from the operations of any plants are within the limits established by the WHO for the health of his personnel, or shall provide his personnel with ear protectors. Ear protectors shall be provided to all personnel subject to noise levels above 85 dB on a continuous basis during work shifts.

##### **4.3.3 Ventilation of sluices**

The Contractor shall furnish, install and operate ventilating systems for work in sluice barrels. Details of the proposed ventilation systems shall be submitted to the Project Manager for approval. This updated design shall include all calculations of fresh air supply volume, type of ventilation scheme, duct diameters, materials and equipment and position.

All parts of the works shall be maintained in a state which will not be injurious to the health of the personnel. The air in the sluice barrel shall contain no less than 20% oxygen and shall not contain a concentration of gases, vapours or dust greater than is safe for the health of workmen.

## **5 SITE SUPERVISION AND REPORTING**

### **5.1 Site supervision**

The Contractor is responsible for providing proper supervision of his site activities by employing suitably qualified and experienced site management and supervisory personnel so that he can carry out his obligations under the Contract.

For the Contractor's information, the Project Manager has issued a Construction Supervision Manual, dated August 2010, which is intended for use by the Project Manager and his staff for the supervision of the Works. This manual includes standard forms which will be used

during construction for control of the work. It is available to view in the office of the Project Manager.

## **5.2 Monthly progress report**

Before the tenth day of each month, the Contractor shall submit three copies of a monthly progress report in a form acceptable to the Project Manager detailing the progress during the preceding month. The monthly progress report shall show the amount of work completed, materials actually used, materials in storage and the cumulative results of all operations completed or in progress and shall be summarized in terms of percentage of completion referenced to the agreed programme for the works.

The monthly progress report shall include at least the following:

- Total percentage of work completed and total percentage programmed to be completed by the end of the reporting period;
- Actual percentage of each main work item completed including temporary works, as well as their scheduled percentage, both total and for the reporting period together with the estimated quantities;
- List of manpower by trade and foreign personnel by position for the reporting period;
- List of equipment and operational days for the reporting period and materials on site at the end of the period;
- Description of weather conditions for the period including records of each rainfall duration and recorded river water levels (if any);
- List of any accident except of minor nature and any damage that occurred;
- Any matter which affected or may affect the progress of the work, problems encountered and proposed remedial measures;
- Colour photographs with imprinted date, not smaller than 100 mm by 150 mm of the work progress during the period for all major components of the Works. The Contractor shall also provide digital versions as well as 5 sets of hard copies of these photographs in albums with titles.

Further the Contractor shall submit financial statements, purchasing and expediting reports, shipping reports, and any other data which the Project Manager may reasonably ask for.

Additional to the photographs included in the progress reports, the Contractor shall arrange for the taking of progress colour photographs every month, covering all aspects of the Work. Two copies of such photographs, suitably dated and captioned, shall be submitted to the Project Manager, plus a CD with all relevant files.

The Contractor shall submit the final report not later than one month after completion of the Work. This report shall include all relevant information related to the Works in a format approved by the Project Manager. The Contractor shall submit to the Project Manager one copy of the draft report. The final report shall be submitted in triplicate. The final report shall also be made available electronically in pdf format or alternative approved format. The submission of the final report shall follow within one week of acceptance of the draft report.

## **6 PREPARATION OF AS-BUILT DRAWINGS**

During the construction and commissioning period any variations between the "Construction Drawings" and the "As-built Drawings" shall be agreed between the Contractor and Project Manager at site.

All agreed modifications will be marked up by the Contractor's draughtsman and included on the originals at site. A complete set of these mark ups shall remain at site. The Contractor shall allow for the provision of a draughtsman as required at site to co-ordinate and include all modifications on the drawings. The originals shall then be returned to the Contractor's head office and these shall form the basis of the "As-built Drawings".

The Contractor shall submit to the Project Manager all final revisions of all original drawings depicting the "As-built" situation for the works. All drawings and documents prepared exclusively for the project shall become the property of the Project Manager.

Final drawing prints shall be size A1 or smaller. Reproducible of the final drawings shall be supplied as follows:

- 2 prints of each drawing to the Project Manager.
- 2 CDs with original AutoCAD drawing files to the Project Manager

Where drawings are reduced, an appropriate scale shall be included on the reduced print. To accompany the drawings, the Contractor shall provide a Master Schedule of "As Built" drawings.

## **7 CARE OF WATER**

### **7.1 Scope of work**

The Contractor shall provide all method, procedures, labour and materials necessary to protect all existing works under construction and all personnel and equipment. Further he shall design, build, install, operate, maintain and dismantle any temporary dewatering facilities required to remove service water and natural surface flow or groundwater seepage from the working areas.

### **7.2 Submittals**

After the date of issue of the Notice to Commence, the Contractor shall present the Project Manager with conceptual details, designs, method statements, procedures and emergency plans for all required protection and dewatering systems.

### **7.3 Extent of the works**

The work under "Care of Water" to be performed under this Contract shall include but not be limited to:

- Construction and maintenance of temporary cofferdams, drains and other protective works;
- Supply and installation, operation and maintenance of pumping systems for dewatering;
- Control and drainage of the water inflows on surfaces against which concrete shall be poured; and

- Handling of the water supply to areas downstream of the dam during construction.

Care of water during construction comprises all necessary measures to protect the works from the effects of water from any source during the construction period. The Contractor shall be fully responsible for the care of water during the construction of the works, including the construction of the upstream and downstream cofferdams, the sealing of their foundation and the handling of the water supply for the downstream users during construction.

The Contractor shall submit with his Tender his proposal and method statement for taking care of water during construction including quantity, type, capacity, arrangement, location, etc., of all required equipment.

The Contractor shall also submit with his Tender his proposal and method statement for the design and construction of the cofferdams and the handling of the water supply during construction.

All works shall be executed in accordance with the specifications of this Contract and in agreement with the Project Manager. The approval given by the Project Manager shall not relieve the Contractor from being fully responsible for the protection of the works.

## **7.4 Execution**

### **7.4.1 Drainage and dewatering systems**

The Contractor shall design, furnish, construct and install, operate and maintain all care of water facilities, including cofferdams, drainage systems etc. necessary to maintain all work areas as free as possible from water during construction. This shall include all necessary labour, materials, equipment, power supplies and auxiliary works as required for a safe and dry construction of the works.

The water inflow existing on surfaces or against which concrete shall be poured shall be collected through steel and/or plastic pipes or other approved methods and conveyed to drainage ditches and pits. These water collectors shall be sufficient to drain all concentrated water inflows and also possible scattered water inflow that can affect the quality of concrete at the moment of pouring.

The Project Manager's approval of any care of water facility under the Contractor's responsibility shall not relieve the Contractor of the full responsibility for any adverse event which may result from the inadequacy of failure of the protective structures.

Having served their purpose, the protective works and dewatering equipment shall be removed and all temporary drainage systems filled or plugged as directed.

### **7.4.2 Dewatering**

#### General

The Contractor shall furnish, operate and maintain all necessary pumps, pipes and other dewatering devices as necessary for keeping all work areas free from water. The Contractor shall be held liable for any damage caused by failure of the drainage and dewatering systems.

The Contractor shall prepare and submit to the Project Manager the design of all temporary drainage and dewatering systems and all auxiliary works required for safe and continuous operation of the drainage and dewatering system throughout the period of the works.

The design and installation shall be such that alterations and extensions of the system during operation are possible.

Diverted or pumped water shall be discharged at locations from which it cannot re-enter the work areas and in a manner which does not cause erosion, pollution or nuisance to other persons within or adjacent to the site.

Duration of drainage and dewatering

Drainage and dewatering shall continue until construction works are completed to a stage where drainage and dewatering are no longer necessary to prevent damage to the works or neighbouring works whether from flooding, hydrostatic pressures, flotation or by any other means to prevent hindrances of any kind.

The ceasing of drainage and dewatering measures requires the approval of the Project Manager. The removal of dewatering systems and the abandoning, removal or closing of drainage systems requires the express permission of the Project Manager.

Pumping systems and power supply

To remove water from various sections of the work and to handle the water supply to areas downstream of the site, pumping systems of sufficient capacity shall be provided. This shall include the supply, installation, operation and maintenance of all items comprising the pumping system.

The Contractor shall size his power supply and distribution system to have sufficient standby capacity to continue necessary dewatering work in case of failure of his main generating system.

Ready for service condition

The Contractor shall maintain ready for service and regularly clean all dewatering equipment and accessories and shall keep all accesses clear so that they can safely be used without the risk of accidents.

**7.4.3 Cofferdams**

All cofferdams shall be designed, constructed and maintained by the Contractor. The complete design of the cofferdams including all calculations, specifications of materials, proposed construction procedures, provisions for protection of existing or already completed works, provisions for protection against erosion, any necessary support work shall be submitted for the approval of the Project Manager prior to the commencement of the work. No work shall be started without the written approval of the Project Manager.

The Contractor shall be entirely responsible for the water tightness and maintenance of the cofferdams, care of water as well as safety of the works including sole liability for damages due to erosion and/or piping inside the cofferdam.

Where required by the different phases of the works, the Contractor shall modify, remove or dismantle and reconstruct the cofferdams as approved or directed by the Project Manager.

On completion of the works, the Contractor shall remove or dismantle all cofferdams as approved or directed by the Project Manager. The materials shall be brought to approved location and according to the requirements of paragraph 3 of this specification.

**8 SURFACE EXCAVATION**

**8.1 Scope of work**

This section covers all surface excavation work to be performed under this Contract, which shall consist of removing all existing material of whatever nature to the lines and grades

shown on the drawings or as otherwise directed by the Project Manager in writing. This work shall include excavating, ripping, loading, hauling, double handling and disposal of materials in designated spoil or stockpile areas, according to these Specifications.

## **8.2 Submittals**

Prior to the commencement of any surface excavation, the Contractor shall submit in writing to the Project Manager details of the proposed excavation methods and sequences, including necessary safety precautions.

Prior to dumping or stockpiling any material, the Contractor shall submit in writing the layout of spoil or stockpile areas to the Project Manager and wait the approval in writing. All pertinent data of working methods and provisions for the security, stability and temporary and permanent drainage of the areas shall be included by the Contractor. Details of volumes, material types, heights and grades shall be provided.

## **8.3 Lines and grades**

The final excavation grades shall in general be in bed rock of specified quality. However, where the final excavation grades are defined by line and grade, the Contractor shall take every precaution and use the most appropriate method of excavation, to avoid the loosening of material or the breaking of rock beyond the lines and grades shown on the drawings. Loose weathered rock shall be removed.

The bottoms of all excavations shall be trimmed to line and grade to the satisfaction of the Project Manager.

If, for any reason, excavation is carried out beyond the lines and grades shown on the drawings, the Contractor shall remove the excess material and take the necessary measures to restore the required lines and grades with approved backfill or concrete, at his own expense.

Should the Contractor wish to excavate beyond the limits given on the drawings for his own convenience, he may do so, at his own expense but only with the prior written approval of the Project Manager.

## **8.4 Slopes, slides, geological over break and unsuitable foundations**

If geological conditions during the performance of the work do not permit excavation of slopes as shown on the drawings, or where the material is unsuited to forming a firm foundation for the structures, the Contractor shall modify the drawings accordingly or issue a direct request to the Project Manager to change the grades. The prior written approval of the Project Manager is mandatory.

If, in the Contractor's opinion the slopes as shown on the drawings are objectionable, and in his opinion should be changed, he shall obtain the written agreement of the Project Manager prior to starting the work on such modified excavation.

If over break, slides or rock falls occur, which are due to improper working methods or negligence by the Contractor, and the effective excavated surfaces are beyond the excavation lines shown on the drawings, the Contractor shall remove all excessive material and place suitable and approved backfill material in the excavated voids. This work and material shall not be paid.

## **8.5 Execution**

The surface excavation shall be performed by any approved method using any excavating and hauling equipment suitable for the work in accordance with the submitted detailed plans and time schedule or approved modifications thereof. The work areas shall be kept dry and drained.

The work areas shall be kept dry and drained at all times during construction.

All final or remaining surfaces shall be protected against damage by erosion and travel of the construction equipment with methods proposed by the Contractor and approved by the Project Manager in writing. Any damage caused shall be repaired by the Contractor.

The Contractor shall exercise particular care when excavating in the vicinity of existing structures or those under construction. He shall reinstate any damage to structures or equipment caused by his operations, at his own cost.

The Contractor shall protect the subsoil and particularly the ground water from contamination by fuel or oil from his equipment.

### **8.5.1 Clearing and grubbing**

Clearing means the removal, transport and appropriate disposal of all trees, brush, stumps, fences, existing structures, spoil, debris and other obstructions in the areas to be occupied by the Permanent works, surfaces of borrow and quarry areas, spoil and stockpile areas, and where interfering with the procedure or functioning of the work.

Grubbing means the removal, transport and disposal of all roots, buried logs, foundations of structures (except concrete or masonry in mortar) and other materials foreign to the natural topsoil in the areas to be occupied by Permanent works and surfaces of borrow and quarry areas.

Clearing and grubbing work shall be performed either manually or with mechanical equipment. The Contractor shall make every reasonable effort to salvage such material which may be put to beneficial use.

All materials from clearing and grubbing work shall remain the Employer's property but the Contractor may, subject to written approval from the Project Manager, retain any material for his use. Materials which the Contractor does not wish to use shall be disposed of in an approved manner.

Materials to be burnt shall be piled neatly in such a manner and in such locations as to not cause any fire risk and shall be burnt completely so that all material is reduced to ashes.

The Contractor shall have suitable equipment and supplies for fighting fire during the burning of material and shall take all necessary precautions to prevent fire from spreading. Toxic materials such as tyres etc. shall not be burnt but disposed of in the approved manner.

### **8.5.2 Stripping and loose excavation**

Stripping consists of removing all rubbish, humus, vegetable material and all or part of the organic topsoil in the areas and to the depth as indicated on the drawings or as otherwise directed by the Project Manager.

Loose Excavation means general excavation of material such as organic topsoil, clay, silt, sand, gravel, and boulders of up to 0.75 m<sup>3</sup> in volume and soft or disintegrated rock, which can be removed by common earth moving equipment without ripping or blasting.

Stripping and loose excavation shall be accomplished by proper excavation and hauling equipment suitable for the work which allows for an efficient work progress adopted to the soil conditions encountered.

### **8.5.3 Rock excavation by ripping**

Rippable material is defined as rock which can be loosened or broken down by a bulldozer capable of developing 220 kW (300 PS) of continuous power equipped with a single shank rear-mounted, heavy-duty rock ripper, operating in low gear.

Material which in the opinion of the Contractor should be removed by ripping shall be exposed, and the Project Manager notified before proceeding further. The top of the rock surface shall be surveyed by the Contractor. The survey and classification is subject to the written approval of the Project Manager.

Contractor's failure to follow the procedure outlined above will forfeit his right to claim any classification other than that allowed by the Project Manager, who, in such case, will classify the excavated quantities.

Ripping shall be performed in such manner that the ripper tooth does not damage the material lying beyond the final excavation lines. Any material remaining to the final excavation lines shall be removed by wedging, barring, broaching or other suitable methods approved by the Project Manager.

### **8.5.4 Dental excavation**

Dental excavation shall include the removal of unsuitable material from shear zones, clay seams, pockets, joints, cracks or from spaces between boulders beyond the lines of excavation as indicated by the Project Manager established in the field, which are too small to be excavated by common earth moving equipment.

Dental excavation, depending on its extent, will require the use of a backhoe, hand tools, or other small excavating equipment, as well as the use of a high velocity air-water jet. The methods employed shall be such as to avoid fracturing of the rock adjacent to the material being removed.

Dental excavation shall be performed where directed. The extent to which such material shall be removed including the depth, direction, and dimensions of the work, shall be determined in agreement with the Project Manager in writing. In general, however, excavation into cracks or seams shall be to the depth that is a minimum of three times the seam width and such excavation shall be backfilled with concrete. No blasting will be permitted.

### **8.6 Excavated materials**

All suitable materials from the excavations shall be utilised to the fullest extent practicable as construction materials in permanent and temporary works, subject to the written approval of the Project Manager.

The Contractor's excavating techniques shall be such, that as much as practicable, construction materials will be yielded.

The suitable material shall be stockpiled. If the moisture content of excavated materials suitable for embankments or backfill is too high after excavation, the material shall be drained and dried in the stockpile until the moisture content is sufficiently reduced to allow placement, or vice versa moistened if too dry.

### **8.7 Disposal of excavated materials**

Excavated material which is not suitable for, or are in excess of the construction requirements shall be disposed of in the spoil area as directed or approved by the Project Manager.

The spoil tips shall be located where they will not interfere with the natural flow of streams or rivers or other works. No rock material may be dumped into the river bed.

The Contractor shall shape and trim the stockpiles to the lines and grades as directed. Adequate diversion of water courses in such areas and proper drainage shall be provided as proposed by the Contractor and approved by the Project Manager. The Contractor shall be liable for any damage to the works or to the property of third parties caused by poor drainage in the spoil or stockpile areas.

### **8.8 Preparation and protection of excavation surfaces**

Excavation surfaces against or upon which concrete, embankment fill, or backfill will be placed shall be prepared and protected as specified herein and in combination with specifications contained in the pertinent sections of these specifications or as shown on the drawings.

If, during excavation work, materials beyond the limits of excavation shown on the drawings are loosened or disturbed, the Contractor shall re-compact the loosened material or remove it altogether and replace it with other compacted fill or concrete as directed.

Foundation excavation shall be kept well drained and free of standing water. The Contractor shall provide all necessary drains, ditches and sumps and use pumps when necessary to ensure that foundation surfaces are not harmed by water. When foundations are thus affected, the affected material shall be removed and replaced with approved backfill.

Any support to be applied to the finished excavation surfaces where it is deemed necessary shall be carried out by the Contractor and approved by the Project Manager.

### **8.9 Dental filling works**

Zones of unsatisfactory material below the foundation levels shown on the drawings or as directed by the Project Manager in writing which will require excavation, may be encountered.

All such material should be removed and disposed of as directed by Project Manager. Dental excavation shall consist of the removal of earth such as talus, or unsound rock in fault zones, such as soft, or highly weathered rock from below the foundation or other base excavation lines indicated on the drawings or directed by the Project Manager where the use of power excavating equipment is not practicable.

Dental work consists of the treatment and filling with concrete of all fault joints and fractures or localised loose material where dental excavation has been done. Mainly the shear zones, fault joints, fractures and cracks which should be discovered in excavation the structure foundation and where the location is considered necessary by the Project Manager shall be treated accordingly.

After excavation and cleaning with water under pressure the opening shall be filled with concrete in accordance with the related specifications. The depth of the filling shall be at least three times the width of loose zone or fault when less than 1 m wide and 1.5 to 2 times the width for those more than 1 m wide. Within the dam foundation area, faults or other discontinuities wider than 1 m shall be dealt with on an individual basis as approved by the Project Manager in writing.

## **8.10 Particular excavation applications**

### **8.10.1 Excavation of parts of an existing embankment**

The excavation of part of an existing embankment such as the removal of a distinct part of the crest requires special care to be taken by the Contractor. In this respect the Contractor has to take all precautions to avoid the following:

- To destroy the existing structure to a larger extent than required;
- To demolish the function of any detail of the structure; and
- To be able to re-construct the particular part.

Prior to the start of any work the Contractor shall submit to the Project Manager for written approval a method statement describing the procedure required to carry out the specific excavation. The method statement shall include but not be limited to the following:

- Excavation method (including the applied equipment, materials etc.).
- Storage procedure for the excavated materials and details regarding the protection of these.
- Description of all temporary support measures to ensure that the remaining embankment is kept unchanged, if applicable.
- Preparatory works (such as shaping of the slope) required for the reconstruction of the excavated part of the embankment.
- Reconstruction procedure in respect to the different material to be backfilled.

### **8.10.2 Excavation of trenches in existing embankments**

The excavation of trenches such as for the removal and/or reconstruction of sluices barrels require special consideration and attention.

The excavation shall be wide enough to allow for backfill compaction parallel to the structure using heavy rolling compaction equipment. The inclination of the embankment slopes shall be as flat as possible to reduce differential strain. The final slope inclinations shall be determined by the Contractor. He shall provide evidence to the Project Manager that the inclination he intends to use is sufficient stable. No work shall start before the Contractor receives the written approval of the Project Manager.

The embankment material of the previously excavated slopes shall be cut back to well-compacted material that has not been affected by wetting or drying.

Excavation shall extent to rock foundation, where line, grade and density are uniform. Rocks and/or irregularities at the foundation contact that might create a stress concentration should be removed. Cleaning and backfilling should treat existing defects such as soft or pervious soil filling in the rock, fault gouges, fractures, erosion channels or solution cavities that cannot be removed. These defects require removal to an adequate depth and replacement with lean concrete slush grout, dental concrete or specially compacted earth fill as specified or directed by the Project Manager.

The embankment slopes as well as the foundation surfaces shall be protected until reconstruction commences.

## **9.1 MISCELLANEOUS FILL WORKS AND REHABILITATION MEASURES FOR EMBANKMENTS**

### **9.1.1 General**

The following paragraph deals with general requirements governing the execution of miscellaneous fill works and rehabilitation measures for embankment structures. The rehabilitation works for the embankment structure shall include but not be limited to the following:

- Reconstruction of existing layers of an embankment (particularly after the performance of other remedial measures).
- Filling of existing cracks.
- Other remedial measures within this context as directed by the Project Manager.

#### **9.1.1.1 Standards and codes**

The work included in this section shall comply with the requirements of the following standards and codes, except where this specification differs from these standards and codes, in which case the requirements of the Specification shall take precedence:

- Earth Manual of “Bureau of Reclamation” – US Department of the Interior.
- All standards of the American Society for Testing and Materials (ASTM)

#### **9.1.1.2 Submittals**

Prior to the start of any works described herein, the Contractor shall submit to the Project Manager details of the proposed methods and procedures. Daily report forms in agreed format detailing the activities shall be submitted to the Project Manager for signature.

### **9.1.2 Material**

Material for the rehabilitation of embankments shall be equivalent to the existing surrounding material, unless agreed otherwise by the Project Manager.

Material to be double handed shall be investigated carefully in regard to possible contamination during the time of storage. If the material is considered to be inappropriate for further use, the Contractor shall propose to the Project Manager details of the material he intends to use. In both cases, either the reinstatement or use of new material, the Contractor shall not be allowed to carry out any works prior to the written approval of the Project Manager.

All applied materials shall be well graded. Material re-excavated for placement in the embankment will be subject to the same inspection as materials obtained directly from the quarry or excavation.

Preparation required to produce the materials shall include but not be limited to the combination of sieving, crushing, washing, separation and remixing of materials.

Materials shall be obtained, prepared, processed and stockpiled in such a manner that the rehabilitation works shall proceed without delay. The Contractor shall organize his operations taking into account all factors that may delay the work so that the approved schedule of the works is kept.

All applied material shall be well graded and shall be processed to be within the limits of the existing materials, unless otherwise approved by the Project Manager.

### **9.1.3 Equipment**

#### **9.1.3.1 Compacting equipment**

The type of the compacting equipment used for embankments, fills and backfills shall be proposed by the Contractor and approved in writing by the Project Manager.

Compaction of material in areas where it is impracticable to use large equipment shall be performed by approved suitably sized small rollers, vibrating plates or hand power tampers.

#### **9.1.3.2 Water supply and sprinkling equipment**

The Contractor shall provide and maintain in perfect working condition suitable equipment such as pumps, tanks, hoses, etc. to provide water for dust prevention, for adjusting the water content of the materials and to wash in the materials as agreed with the Project Manager.

#### **9.1.3.3 Fill material testing equipment**

The Contractor shall operate and maintain an adequate field laboratory for sampling (if applicable) and testing of materials. The laboratory shall be run by the Contractor's personnel or a Subcontractor suitably qualified and approved for sampling and testing of materials and quality control. All sampling and testing to be undertaken shall be under the direct supervision of the Project Manager.

If new materials are to be applied for the rehabilitation of the embankment, the testing of materials shall be performed in the stockpiles, borrow areas and on the embankments.

Laboratory shall be equipped to perform with professional skill and care the following fill material testing:

- |                                   |                        |
|-----------------------------------|------------------------|
| – Grain size distribution         | ASTM D 422             |
| – Moisture content                | ASTM D 2216            |
| – Specific gravity and absorption | ASTM C 127             |
| – Specific gravity of soils       | ASTM D 854             |
| – Compaction test (Proctor)       | ASTM D 698             |
| – Relative density                | ASTM D 4254            |
| – Field density test              | USBR Earth Manual E-24 |

### **9.1.4 Construction procedures**

The Contractor shall submit method statements and detailed construction schedule to the Project Manager for written approval well in advance of the start of any construction. The Contractor shall not start with any work before receiving the written approval of the Project Manager.

No material shall be placed on any portion of the area to be reconstructed until that portion has been inspected and agreed by the Project Manager.

Each load of material shall be placed to achieve the best practicable distribution of the material. The Project Manager may designate the location where the individual loads shall be placed and the Contractor shall be entitled to no additional allowance above the unit prices on account of this requirement.

Material in any zone that becomes contaminated with material from another zone, topsoil or any other objectionable material during or after placement shall be removed at the Contractor's expense.

In the event of slides or erosion in any part of the dams during construction, the Contractor shall remove material from the affected area, as instructed by the Project Manager, and shall rebuild such portion of the embankment.

### **9.1.5 Fill Works**

The Contractor shall place and compact suitable backfill material to the lines, grades and dimensions shown on the Drawings or as directed by the Project Manager.

Material to be used as fill shall be subject to the approval of the Project Manager, and shall be, as far as possible, obtained from approved quarries. As far as possible and depending on the suitability of the material, all materials shall be sourced locally as approved by the Project Manager.

The materials to be applied shall be free from lenses, pockets, streaks or layers of material differing substantially in texture or gradation from the surrounding material. Backfill material shall not include any organic matter.

Any material which is objectionable or inadequate in the opinion of the Project Manager shall be removed by the Contractor. If the compacted surface of any layer of material is determined to be too smooth and impermeable to bond properly with the subsequent layers, it shall be loosened by harrowing or by other approved method before the succeeding layer is placed.

Backfilling adjacent to concrete structures shall not commence until 7 days after concrete placement. Prior to backfilling, forms shall be removed and the area cleaned of trash and debris. All works to be backfilled shall be inspected and approved in writing by the Project Manager prior to the start of backfilling. Backfill shall be placed in proper sequences so that no differential earth pressures occur on any structures.

The Contractor shall maintain and protect the finished backfill in satisfactory condition at all times until completion and acceptance of the work. After backfilling operations have been finished and prior to final grading, the Contractor shall slope the surfaces to prevent ponding of water.

### **9.1.6 Particular applications**

#### **9.1.6.1 Rehabilitation of cracks in the existing embankment**

The Contractor shall with the Project Manager investigate all existing cracks in the embankment. He shall document the findings of this investigation and submit them to the Project Manager. During a site investigation the Contractor shall present all observed deficiencies to the Project Manager and explain the rehabilitation methods to be applied. These measures shall be subject to the written approval of the Project Manager.

The method statement proposed by the Contractor shall include but not be limited to the following:

- Cleaning of the crack, including the removal of any loose or foreign material
- Backfilling and re-grading of the crack with approved material by carefully controlled washing of the various layers
- Reconstruction of the slope protection layer

The material to be applied shall conform to the materials used during initial construction. The filter criteria must be maintained for all materials to be applied for the rehabilitation of the cracks. It is the Contractor's responsibility to carry out the required measurements and calculations and present these to the Project Manager for approval.

Washing-in of the material shall be carried out under controlled conditions. The Contractor shall take all precautions not to cause any harm to the existing dam structure. Any destruction caused by the works must be repaired at the expense of the Contractor.

### **9.1.6.2 Reconstruction of embankment layers**

The Contractor shall propose methods and procedures how he intends to carry out the required remedial measures prior to the commencement of any work. The works shall not be started without the written approval of the Project Manager.

Any works to be carried out for the reconstruction of the embankment shall be conducted also under the provisions presented in the relevant Technical Specification. The Contractor shall consider all methods and requirements described herein.

All materials the Contractor intends to use shall conform to the specification presented in this section. Any material to be applied throughout the works shall be approved in writing by the Project Manager.

Throughout the works the Contractor shall take strict precautions to avoid any contamination of any material to be used.

No embankment shall be reconstructed until that portion has been inspected and approved in writing by the Project Manager.

When directed by the Project Manager, the Contractor shall remove and dispose of unsuitable material placed in the reconstruction area and material rendered unsuitable after being placed.

The thickness of the layers to be placed and the compaction required shall be determined by the Contractor and approved by the Project Manager.

Spreading and compacting of material in the vicinity of concrete structures, instrumentation or other equipment shall be performed with adequate equipment and in such a manner that no damage occurs to concrete, instrumentation or other structures. Any damage shall be repaired by the Contractor at his own expense.

### **9.1.6.3 Placing of rip-rap**

Rip-rap shall consist of individual rock fragments, dense, sound, un weathered (only materials not susceptible to weathering shall be accepted), resistant to abrasion and free of cracks, seams and other defects that would tend to increase unduly their susceptibility to destruction by water action. Angular rock fragments shall preferably be used. Well-rounded cobbles and boulders will not be accepted excepted on very flat slopes. The minimum dimension of any single rock shall not be less than one-third to one-fourth of its maximum dimension.

Material required for rip-rap shall be obtained and selected from local sources as far as possible, as approved by the Project Manager.

Rip-rap shall be reasonably graded. Sand and rock dust may not exceed 5% of the total weight of the rip-rap material. Maximum size of the boulder shall be limited to the nominal thickness of the rip-rap.

Rip-rap shall be placed to the specified thickness in such a way to ensure that larger rock fragments are uniformly distributed, with smaller rocks filling the remaining spaces. Pockets of small stones shall be removed and replaced with larger material. Placing operations shall be such that the rip-rap layer is well-keyed, uniform and dense. End tipping from lorries or dumpers is not permitted.

Rip-rap shall be placed to the full layer thickness in one operation starting from the bottom of the slope and progressing to the top. Rip-rap shall be placed in such a manner as to minimize segregation and avoid displacing the underlying sub-base material. The finished layer shall be free from pockets of small stones, clusters of large stone and excessive voids.

Rip-rap shall be well-keyed and stable mass with adjacent stones in close contact but without alignment of longer faces so that open joints are formed. Stones shall have their greatest dimension across the slope and the smaller spaces between stones shall be left open.

## 9.2 GEOTEXTILE

### 9.2.1 Scope of work

The work consists of furnishing all material, equipment and labour necessary for the installation of geotextiles.

### 9.2.2 Material

Geotextile fabric shall be labelled in accordance with ASTM D 4873 and must clearly show the manufacturer's product style number and unique roll number.

Geotextile shall consist of high modulus polypropylene fibers. They shall be formed into a stable network of filaments or yarns retaining dimensional stability relative to each other. The geotextile shall be mildew-resistant, rot-proof and designed for use in separation or erosion control. The geotextile shall be free of defects, free of any chemical treatment or coating that significantly reduces its porosity. Fibres shall contain stabilizers and/or inhibitors to enhance resistance to ultraviolet light.

Geotextiles shall be classified based on the method used to place the threads or yarns forming the fabric. The geotextiles shall be grouped into woven and non-woven types:

- Woven fabrics are formed by the uniform and regular interweaving of the threads or yarns in two directions. Woven fabrics shall be manufactured from monofilament yarn formed into a uniform pattern with distinct and measurable opening, retaining their position relative to each other. The edges of fabric shall be selvedge or otherwise finished to prevent the outer yarn from unravelling.
- Nonwoven fabrics are formed by a random placement of thread in a mat and bonded by heat-bonding, resin-bonding or needle punching. Nonwoven fabrics shall be manufactured from individual fibers formed into a random pattern with distinct, but variable small openings, retaining their position relative to each other when bonded by needle punching, heat or resin bonding. The use of nonwovens is restricted and requires the prior written approval of the Project Manager.

Woven geotextile such as Macafferri Mac Text PP MXC 60, Fibertex F40, Synthetic Industries 801 (I) or similar in accordance with the following requirements shall be used:

Physical Property	Test Method	Value
Grab tensile strength	ASTM D 4632	Min. 1000 N
Grab tensile elongation	ASTM D 4632	Max. 50 %
Trapezoidal tear resistant	ASTM D 4533	Min. 350 N
Permittivity	ASTM D 4491	Min. 0.10 sec <sup>-1</sup>
Apparent opening size	ASTM D 4751	Not smaller than 0.212 mm (#70)
Puncture resistant	ASTM D 4833	Min. 400 N

All physical property requirements are MARV (Minimum Average Roll Values) determined in accordance with ASTM 4759.

### **9.2.3 Storage**

Geotextiles shall be stored in a clean, dry location out of direct sunlight, not subject to extremes of either hot or cold temperatures and with the manufacturer's protective cover undisturbed. Receiving, storage and handling at the site shall be in accordance with the requirements listed in ASTM D 4873.

### **9.2.4 Surface preparation**

The surface on which the geotextile is to be placed shall be graded to the neat lines and grades as shown on the drawings. It shall be reasonably smooth and free of loose rock and clods, holes, depressions, projections, muddy conditions, and standing or flowing water.

### **9.2.5 Placement**

Before the geotextile is placed, the soil surface shall be reviewed for quality assurance of the design and construction. The Project Manager shall approve the surface preparation prior to the start of the work. The geotextile shall be placed on the approved prepared surface at the locations and in accordance with the details shown on the drawings. The geotextile shall be unrolled along the placement area and loosely laid, without stretching, in such a manner that it conforms to the surface irregularities when material or gabions are placed on or against it. The geotextile may be folded and overlapped to permit proper placement in designated area(s).

The geotextile shall be joined by overlapping a minimum of 45 cm (unless otherwise specified) and secured against the underlying foundation material. Securing pins, approved and provided by the geotextile manufacturer and the Project Manager, shall be placed along the edge of the panel or roll material to adequately hold it in place during installation. Pins shall be steel or fiberglass formed as a U, L, or T shape or contain "ears" to prevent total penetration through the geotextile. Steel washers shall be provided on all but the U-shaped pins. The upstream upslope geotextile shall overlap the abutting downslope geotextile. At vertical laps, securing pins shall be inserted through the bottom layers along a line through approximately the mid-point of the overlap. At horizontal laps and across slope laps, securing shall be inserted through the bottom layer only. Securing pins shall be placed along a line about 5 cm in from the edge of the placed geotextile at intervals not to exceed 3.5 m unless otherwise specified. Additional pins shall be installed as necessary and where appropriate to prevent any undue slippage or movement of the geotextile. The use of securing pins will be held to the minimum necessary. Pins are to remain in place unless otherwise specified.

Should the geotextile be torn or punctured, or the overlaps or sewn joint disturbed, as evidenced by visible geotextile damage, subgrade pumping, intrusion, or grade distortion, the backfill around the damaged or displaced area shall be removed and restored to the original approved condition. The repair shall consist of a patch of the same type of geotextile being used and overlaying the existing geotextile. When the geotextile seams are required to be sewn, the overlay patch shall extend a minimum of 30 cm beyond the edge of any damaged area and joined by sewing as required for the original geotextile except that the sewing shall be a minimum of 15 cm from the edge of the damaged geotextile. Geotextile panels joined by overlap shall have the patch extend a minimum of 60 cm from the edge of any damaged area.

The geotextile shall not be placed until it can be anchored and protected with the specified covering within 48 hours or protected from exposure to ultraviolet light. In no case shall material be dropped on uncovered geotextile from a height of more than 1 m.

### **9.3 MONITORING**

The Contractor shall be responsible for the procurement of all the instrumentation components in due time. Before placing the purchase order, the Contractor shall seek for the Project Manager's approval of the instruments.

The equipment to be supplied and installed comprises the following:

- a) Levelling monuments and fix points;

The Contractor shall be prepared to accept changes in the instrumentation layout or additional installations of instruments, if required by the Project Manager, and shall also be prepared to receive installation instructions for changed site conditions. The Contractor shall provide access to any instrumentation location at any time during the construction.

#### **9.3.1 Levelling monuments and fix points**

A network of levelling points and fix points shall be installed on the embankment as indicated herein or as directed by the Project Manager.

If not already existent, a minimum of 2 permanent fix points shall be established on each abutment. The location of each fix point shall be marked in detail on drawings supplied by the Contractor. The levelling monuments shall be built along the dam crest at intervals of 100 m close to the upstream dam shoulder.

The Contractor shall supply, install and survey all monuments including survey pins, pipes and caps, concrete and backfill as shown on the drawings or as directed by the Project Manager. Levelling pins shall be of stainless steel, cast iron or steel bolts embedded in concrete of suitable size. A stainless-steel plate fixed to the monument shall mark the chainage of the dam.

Immediately after installation of any point, its position and level shall be precisely surveyed. The level and coordinates shall be computed and submitted in writing to the Project Manager.

#### **9.3.2 Installation of Standpipe piezometers**

Standpipe piezometer tips shall be of porous ceramic not less than 150mm long and at least 40mm diameter and shall be protected at each end by unplasticized polyvinyl chloride (uPVC) fittings. The ceramic shall be high air-entry type.

Standpipe tubing shall consist of uPVC tubing to BS 3506 Class 6. Tubing to extend existing standpipes shall be of the same size as the existing tubes and have an appropriate jointing detail to provide a flush internal joint.

During earthwork filling operations standpipes shall be extended in 1.5 m lengths. Fill material shall then be placed and compacted around the tube by hand in a mound shape, the tube being maintained vertical with the top of the mound 750mm higher than the surrounding fill at all times.

Installation of standpipe piezometers in boreholes shall be as follows:

- (i) Each piezometer shall be installed in a separate borehole 100 mm minimum diameter. The installation shall be completed as soon as practicable after drilling so as to minimize the amount of deterioration or alteration that occurs in the ground around the location of the piezometer tip. Holes shall be cased through unstable ground.

- (ii) After drilling to the required depth, using percussive or rotary methods, but without the use of air flush or drilling mode in the vicinity of the tip position, the hole shall be flushed clean.
- (iii) Sand falling wholly between the limits of grading 1200 and 200 microns will be placed to a minimum depth of 150 mm at the base of the hole by flushing using clean water and a tremie pipe. The piezometer tip, saturated in water prior to the installation, shall then be coupled to the appropriate standpipe tube and lowered onto the sand, and more sand added by flushing through the tremie pipe to surround and cover the tip and to fill the hole to the level shown on the Drawings.
- (iv) A plug of bentonite formed of either stiff hand rolled balls or pellets shall then be tamped over the sand approximately 500 mm thick. The hole shall then be backfilled with a 3:1 by weight bentonite/cement grout mix prepared by thorough mixing using equipment approved by the Project Manager with just sufficient water to allow it to be tremied to the bottom of the hole.
- (v) Casing if used to maintain the hole open shall be withdrawn concurrently with the progress of the backfilling.
- (vi) An accurate record of the depths of the piezometers, sand surround and seals shall be kept.

At final ground level the standpipes shall be protected by a lockable vandal-proof cover set in a concrete surround.

## **9.4 REPAIR OF DEFECTIVE CONCRETE**

### **9.4.1 General**

Concrete that is damaged from any cause, structural concrete that has cracked, concrete that is honeycombed, fractured or otherwise defective and concrete that – because of excessive surface depressions, must be excavated and built up to bring the surfaces to the prescribed lines, shall be repaired or replaced in accordance with these particular specifications, the ICTAD specification and the contract requirements.

All design requirements shall be as specified herein. Designs by the Contractor shall be subject to the approval of the Project Manager

### **9.4.2 Quality assurance**

All concrete shall be repaired as necessary to produce surfaces conforming to the specified tolerances and finish requirements of the contract and in which these specifications are incorporated.

If in the opinion of the Project Manager, the results of concrete repair indicate that proper quality control procedures are not being consistently utilized; further repair work may be suspended in the whole or in part at the discretion of the Project Manager. Such supervision will be effective until the Contractor demonstrates substantial improvement in quality control procedures and repair results.

### **9.4.3 Materials and workmanship**

The Contractor shall furnish all materials for repair or maintenance of concrete and shall furnish all materials for forming, curing, and protection of the repairs, as required. All materials shall meet materials specifications and all equipment used and methods of operation for the repair or maintenance of concrete shall be subject to approval of the Project Manager.

The reference to materials in the specifications, wherein manufacturer's products or brands are specified by "brand name or equal" purchase descriptions, are made as standards of comparison only as to type, design, character, or quality of the article required, and do not restrict the Contractor to the manufacturer's products or to the specific brands named. It shall be the responsibility of the Contractor to prove equality of materials and products to those referenced and to provide all necessary to prove the equality of materials or products which the Contractor offers as being equal to those referenced.

Concrete shall be repaired by skilled workmen.

### **9.4.4 Safety and environmental precautions**

All work shall be performed in accordance with the applicable safety and health standards, the contract and these specifications. Certain additional safety precautions shall be employed to prevent skin and eye contact with chemicals and resins.

All contaminated materials such as swipes, empty containers, and waste material shall be continually deposited in containers that are protected from spillage. Spillage shall be immediately and thoroughly cleaned up and disposed of in accordance with applicable regulations.

### **9.4.5 Preparation for repair**

All damaged, deteriorated, loosened, or unbonded portions of existing concrete shall first be removed by water blasting, bush hammering, jack hammering, or any other approved method and equipment. Finally, all surfaces of the existing concrete shall be prepared by contained wet sandblasting, or water blasting to remove any micro fractured surfaces resulting from the initial removal process.

The surface shall then be cleaned and allowed to dry thoroughly, unless the specific repair technique requires application of materials to a saturated surface.

Concrete removal processes involving the use of jack hammers in excess of 15 kg, dry sandblasting, or scabblers shall not be used without the prior approval of the Project Manager. The use of acids for cleaning or preparing concrete surfaces for repair will not be permitted.

#### **9.4.5.1 Saw cut edges**

The perimeters of repairs to concrete that involve concrete removal and subsequent material replacement shall be saw cut perpendicular to the repair surface to a minimum depth of 2.5 cm. Feathered repairs to concrete shall not be used.

#### **9.4.5.2 Reinforcement**

All loose scale, rust, corrosion by products or concrete shall be removed from exposed reinforcing steel. Reinforcing steel exposed for more than one-third of its circumference shall be completely exposed to provide 2.5 cm minimum clearance between the steel and the concrete.

Damaged or deteriorated reinforcement steel shall be removed and replaced as directed by the Project Manager.

#### **9.4.5.3 Maintenance of prepared surfaces**

After the concrete has been prepared and cleaned, it shall be kept in a clean, dry condition until the repair has been completed. Any contamination, including oil, solvent, dirt accumulation, or foreign material shall be removed by additional wet sandblasting and air-water jet clean up followed by drying.

#### **9.4.6 General repair procedures**

Concrete that is damaged or defective, such as that containing spalls, broken edges, rock pockets, honeycombs, or unconsolidated concrete shall be repaired by removing the damaged or defective concrete to sound concrete.

All repair work shall be finished to the same standard as the surrounding concrete, and shall be adequately cured. Plastering or rendering of surfaces to produce a smooth surface finish shall not be permitted.

No repair of defective concrete shall be undertaken until the imperfections have been inspected by the Project Manager. The methods used to repair each individual area of imperfection shall be approved by the Project Manager prior to the start of the works. Repairs shall be performed by skilled workmen.

For bonding new concrete to older one, a bonding medium of epoxy, formulated for this purpose, shall be used in accordance with the manufacturer's instructions. Alternatively, a neat cement paste may be used. A paste of Portland cement and water mixed to a thick cream consistency shall be applied to damp, clean concrete. The concrete shall have no free water on its surface.

Concrete shall be repaired as follows:

##### **9.4.6.1 Minor areas of defective concrete**

The Contractor shall drill a hole of such diameter in the defective area into sound concrete, that the defective concrete is completely removed. The minimum diameter of such a hole shall be 50 mm, the minimum depth shall be equal to the diameter of the hole drilled and the maximum depth shall be 70 mm. The hole shall then be reamed out such that the diameter at the bottom of the hole is at least 20 mm larger than the hole at the surface. Finally, the hole shall be cleaned and washed out, the surplus water removed and filled with suitable material and methods as approved by the Project Manager and as described below.

##### **9.4.6.2 Large areas of defective concrete**

Concrete which contains defective areas too large to be repaired as described above shall be cut to a minimum of 25 mm into sound concrete in all directions and to the far face of surface reinforcement or further if necessary to remove all the defective material, and then the edges undercut. The area to be removed shall be outlined to a depth of 15 mm with a diamond saw prior to removing the defective concrete. The fresh concrete surface shall then be cleaned, washed down and thoroughly soaked with water until the concrete becomes saturated. The concrete surface shall be damp. Finally, the hole shall be filled with suitable material as approved by the Project Manager and as described below.

### **9.4.7 Fillings**

All fillings for depressions shall be bonded tightly to the surfaces of the holes and shall be sound and free from shrinkage cracks and drummy areas after fillings have been cured and have dried. Repairs shall be made with concrete filling, dry-pack filling, or epoxy concrete and/or epoxy mortar. Concrete, mortar and dry pack mortar filling shall each be mixed in proportions to produce a repair at least equivalent in strength and durability to concrete in which the repair is required.

#### **9.4.7.1 Dry-pack mortar**

Dry-pack mortar fillings shall be used for filling holes having a depth nearly equal to, or greater than the least surface dimension; for narrow slots cut for repair of cracks and for grout pipe recesses. Dry-pack mortar shall not be used for filling behind reinforcement, for filling of holes that extend completely through a concrete section or for any critical repairs which will be expected to be exposed to severe service conditions e.g. high velocity water flow.

The dry-pack mortar shall consist of 1 part type I or II Portland cement (according to ASTM C150) to 2.5 part of clean sand that will pass the US Standard Sieve No.16 (1.18 mm). Only enough water shall be used to produce a mortar which will stick together when moulded into a ball by a slight pressure of the hands and will not exude water but will leave the dry-pack in thin layers.

A careful inspection of the concrete shall be carried out to ensure that the hole is thoroughly clean and is in sound concrete. The interior surface of the hole shall be pre-soaked prior to application of the dry pack.

A mortar bond coat shall be applied to the concrete hole surface prior to placing dry pack. The mortar bond coat shall consist of 1 part Portland cement to 1 parts and mixed with water to give a fluid paste consistency. The mortar bond coat shall be thoroughly brushed onto the hole surfaces.

Dry-pack mortar shall be placed and packed in layers. Each layer shall be solidly compacted over the entire surface by use of a hardwood stick and hammer.

Proper curing is essential for a successful dry-pack repair. The surface of the repair area shall be protected from drying and shall be kept continuously moist for 7 days. After 7 days and while the surface is still damp, two coats of curing compound shall be applied to prevent moisture loss.

#### **9.4.7.2 Concrete filling**

Concrete filling shall be used for holes extending entirely through concrete sections, for holes in which no reinforcement is encountered and which are greater in area than 0.1 m<sup>2</sup> and deeper than 100 mm, and for holes in reinforced concrete which are greater in area than 0.05 m<sup>2</sup>. Holes in reinforced concrete which extend beyond the reinforcement shall be enlarged as necessary to permit satisfactory filling of the hole with concrete.

Concrete filling shall be tightly packed and completely bonded to the surfaces of the hole. The mix proportions of the filling materials shall be such as to provide a strong, dense repair.

A non-shrink agent shall be used where a watertight joint is required. The surface of patches shall be smooth and flush with the surrounding concrete.

### 9.4.7.3 Epoxy mortar and concrete

#### **General**

Deficient concrete which is exposed to flowing water shall be repaired with epoxy mortar or epoxy concrete and shall conform to the requirements specified hereunder.

Except otherwise directed by the Project Manager, repairs less than 5 cm deep shall be carried out applying epoxy mortar, whereas epoxy concrete shall be applied for repairs with a depth greater than 5 cm.

The locations where epoxy mortar or concrete shall be used will be agreed with the Project Manager, who will approve the type and brand to be used.

The method of repair, the proportions of the epoxy mortar and concrete and the method of mixing and placing shall be as recommended by the manufacturer. The product used shall not contain toxic elements. The same epoxy resin system shall be used for both the bond coat and the epoxy mortar and concrete.

#### **Particular safety precautions using epoxy materials**

Additional safety precautions shall be employed when using epoxy materials. Skin contact with uncured epoxy shall be avoided. Protective clothing, including rubber or plastic gloves, shall be worn by all persons handling epoxy materials. All exposed skin areas that may come in contact with the material shall be protected with a protective barrier cream formulated for that purpose. Appropriate solvent may be used to clean tools and spray guns, but in no case shall the solvents be incorporated in any epoxy resin or in the placing operation. Solvents shall not be used to remove epoxy materials from skin. Only soap, water and rags shall be used for this purpose.

#### **Material**

*Epoxy resin:* The epoxy resin shall meet the requirements of ASTM C881 for a type I, grade 2, class B or C or a type III, grade 2, class B or C epoxy system. In addition, it shall be a 100 percent solids system, and no unreactive diluents, wetting agents, or volatile solvents shall be used.

*Aggregates for epoxy concrete:* The aggregates used for epoxy concrete shall be clean and dry. Except for gradation, fine and coarse aggregates shall meet the requirements of ASTM C33, Standard Specification for Concrete Aggregates. Aggregates for epoxy concrete shall meet the requirements for gradation specified below, except that the percentages of fine aggregates passing a No.100 sieve shall be held to the lower limit specified to the greatest extent practicable. The fine and coarse aggregates used in the preparation of epoxy resin concrete shall be oven dry and shall be conditioned to a temperature of 15 to 20°C prior mixing the epoxy resin binder. Gradation of the coarse and fine aggregate shall conform to the following requirements when tested in accordance with ASTM C136, Standard Method of Test for Sieve or Screen Analysis of Fine and Coarse Aggregates.

The gradation of fine aggregates shall be as follows:

Maximum size of fine aggregates  $D_{max}$  shall be 3 mm. The fineness modulus of the fine aggregates shall lie between 2.3 and 3.1. The amount of fines (i.e. passing sieve No. 200) should generally be kept to 5% or less by weight. Fine aggregates with an amount of fines in excess of 5% shall only be used for concrete if clearly demonstrated by tests that this will not deteriorate neither strength, nor water tightness or durability of the concrete.

Approximate gradation for coarse aggregate for epoxy concrete is given below:

Sieve size (ASTM Standard)	Openings in mm	Percentage passing by weight
3/4''	19.1	100
1/2''	12.7	90 – 100
3/8''	9.52	40 – 70
No. 4	4.76	0 – 15
No. 8	2.38	0 – 5

*Aggregates for epoxy mortar:* Except for gradation, fine aggregate for use in epoxy mortar shall conform to the requirements to ASTM D404, Standard Specification for Aggregate for Masonry Grout. The gradation of fine aggregate for epoxy mortar shall conform to the requirements specified below. The aggregate used in the preparation of the epoxy resin mortar shall be oven dry and shall be conditioned to a temperature of 15 to 20°C prior to mixing the epoxy resin binder. Gradation of the fine aggregate shall conform approximately to the following requirements when tested in accordance with ASTM C136, Standard Method of Test for Sieve or Screen Analysis of Fine and Coarse Aggregates.

Sieve size (ASTM Standard)	Openings in mm	Percentage passing by weight
No. 4	4.76	100
No. 8	2.38	95 – 100
No. 16	1.19	60 – 100
No. 30	0.595	35 – 70
No. 50	0.297	15 – 35
No. 100	0.149	2 – 5
No. 200	0.074	0 – 2

The aggregate shall be well graded from coarse to fine and the material passing the No. 100 sieve shall be held to a minimum.

Commercially available sand grading prepared specifically for epoxy mortars may be used on approval of the Project Manager.

#### Mixing and batching

The epoxy components shall be mixed thoroughly prior to the application of the bond coat and prior to the addition of the aggregates. The epoxy mortar shall be thoroughly mixed with a slow-speed mechanical stirrer or other equipment producing equivalent results. The mortar shall be mixed in small-sized batches so that each batch will be completely mixed and placed within approximately 30 minutes from the time the two components for the epoxy resin are combined. The rate of mixing should be such that entrained air is held to a minimum.

To obtain epoxy concrete the fine aggregate shall be added to the epoxy resin binder and the material shall be mixed until a rich mortar consistency is attained. Then the coarse aggregate shall be added and the epoxy concrete thoroughly mixed.

To obtain epoxy mortar the fine aggregate shall be added to the binder gradually and mixing continued until all particles are coated providing a stiff, workable mixture.

Surface preparation

*Epoxy concrete:* All fines, dust and other loose materials on the contract surface shall be removed by scrubbing with a stiff bristle brush, followed by washing. The dry, cleaned surface shall receive a prime coat of epoxy resin binder of composition as recommended by the manufacturer of the epoxy resin. The prime coat shall be applied in a thin coat and briskly scrubbed into the dry concrete surface with a stiff bristle brush.

Care shall be exercised to confine the epoxy resin to the area being bonded and to avoid contamination of adjacent surfaces. However, the epoxy bond coat shall extend slightly beyond the edges of the repair area.

*Epoxy mortar:* The surface of the existing concrete to which epoxy mortar is to be bonded shall be prepared and maintained in a clean and dry condition, unless epoxy mortar application to wet concrete surfaces is approved by the Project Manager.

Epoxy mortar shall be placed only on sound clean and dry surfaces. All repairs shall be protected from rain or seepage water for at least 12 hours and from all types of traffic for a period of 24 hours.

The dry, cleaned surface of the cavity shall receive a prime coat of epoxy resin binder of composition as recommended by the manufacturer of the epoxy. The prime coat shall be applied in a thin coating and scrubbed into the surface with a stiff bristle brush.

Care shall be exercised to confine the epoxy resin to the area being bonded and to avoid contamination of adjacent surfaces. However, the epoxy bond coat shall extend slightly beyond the edges of the repair area.

Placement of epoxy mortar and concrete

Epoxy concrete and mortar shall be placed when the atmospheric and concrete temperatures are less than 40°C and remain below this value for a period of at least 24 hours. If the work is required to be carried out at temperature higher than those specified, approved measures such as recommended by the manufacturer of the epoxy binder and approved by the Project Manager shall be provided to lower the ambient and concrete temperatures as required for satisfactory work. Such measure might include but are not limited to cooling equipment and necessary shelters.

Forms shall be used as necessary to prevent slumping or sagging of finished epoxy-bonded epoxy mortar and concrete. Such forms shall be covered with polyethylene film. Form oil shall not be used.

*Epoxy concrete:* Placement of the epoxy resin concrete shall be delayed until the prime coat becomes tacky. The epoxy resin shall be placed in layers not over 10 cm in thickness. The thickness of courses and time interval between courses shall be such that the temperature of the epoxy concrete does not exceed 60°C any time during hardening.

Mechanical plate, screed, or float vibrators or hand tampers shall be used to consolidate the epoxy concrete. Excess epoxy concrete which becomes spread on the adjacent surfaces of the hardened concrete shall be removed before it hardens.

*Epoxy mortar:* Placement of epoxy resin shall be delayed until the prime coat becomes tacky. The epoxy resin may be allowed to stiffen to a very tacky condition rather than a fluid condition before epoxy mortar is placed on steep sloping or vertical surfaces, in which case special care shall be taken to thoroughly compact the epoxy mortar against the stiffening bond coat. If any bond coat has cured beyond the tacky state, it shall be completely removed by sandblasting, and proper clean-up, and drying shall be accomplished a new bond coat applied.

The epoxy mortar shall then be placed in the cavity in layers not exceeding 3 cm in thickness. The time interval between placements of additional layers shall be such that the temperature of the epoxy resin mortar does not exceed 60°C at any time during hardening.

The prepared epoxy mortar shall be tamped, flattened and smoothed into place in all areas. The mortar shall be worked to grade and given a steel trowel finish. Special care shall be taken at the edges of the area being repaired to ensure complete filling and levelling and to prevent the mortar from being spread over surfaces not having the epoxy bond coat application. Steel trowelling shall be performed in a manner to best suit the prevailing conditions but, in general, shall be performed by applying slow, even strokes. After levelling of the epoxy mortar to the finished grade, the mortar shall be covered with panels smoothly lined with polyethylene sheeting and weighted with sandbags or otherwise braced or by other means acceptable to the Project Manager until danger from slumping has passed. When polyethylene sheeting is used, no attempt shall be made to remove it from the epoxy mortar repair before final hardening.

Mechanical plate, screed or float vibrators or hand tampers shall be used to consolidate the epoxy resin mortar. Excess epoxy resin mortar which becomes spread on the adjacent surfaces of the hardened concrete shall be removed before it hardens.

Epoxy mortar repairs shall be cured immediately after completion of each repair area until the mortar is hard.

In no case shall epoxy-bonded epoxy mortar be subjected to moisture until after the specified post curing has been completed.

#### **9.4.8 Sealing of cracks with resin injection**

When hardened concrete is cracked in depth or when hollow plane delamination or open joints exist in hardened concrete and when structural integrity or water tightness must be restored for the structure to be serviceable, resin injection shall be used for repair, as directed by the Project Manager.

However, since not all cracked, delaminated, or jointed concrete can be restored to serviceable condition by resin injection, resin injection repairs shall be made only as directed by the Project Manager.

Two basic types of injection resin are used to repair concrete:

- Epoxy resins are used to rebond cracked concrete and to restore structural soundness. Epoxy resins may also be used to eliminate water leakage from concrete cracks or joints, provided that cracks to be injected with epoxy resin are stationary. Cracks that are actively leaking water and that cannot be protected from uncontrolled water shall not be injected with epoxy resin. Cracks to be injected with epoxy resin shall be between 0.125 mm and 5 mm in width.
- Hydrophilic polyurethane resin is used to eliminate or reduce water leakage from concrete cracks and joints and to inject cracks subject to some degree from movements. Hydrophilic joints shall be used when restoration of structural bond is desired. Cracks to be injected with polyurethane resin shall be 0.125 mm in width or greater.

Other types of injection resin are available for nonstandard or specialized repair applications. Use of these materials shall require the prior approval of the Project Manager.

The Contractor shall submit to the Project Manager evidence that the contractor is qualified to perform resin injection repairs. The data shall show that the Contractor has a minimum of



3. All injection holes shall be flushed with clean water to remove drilling dust and loose debris and to clean the intersected crack line. Each drill hole shall be water tested at the resin injection pressure to determine if the crack intersection is open. Polyurethane resin shall not be pumped into a drill hole that refuses to take water at the resin injection pressure.
4. Inject polyurethane resin system into cracks or joints at the minimum pressure required to obtain the desired travel, filling and sealing. The mix water to resin ratio shall be 1:1 unless otherwise approved by the Project Manager. The Contractor should anticipate the necessity to provide a surface seal for the crack or joint to retain the injection resin. It may also be necessary to inject the crack or joint in an intermittent manner to achieve filling and sealing. Injection shall be by the method of split spacing unless otherwise approved by the Project Manager. Primary holes shall be drilled and injected on centers not exceeding 3 m. Secondary holes, half between the primary holes, will then be drilled and injected. If resin take occurs in the secondary holes, a series of tertiary holes, half way between the secondary and primary holes, shall then be drilled and injected. All holes shall be injected to absolute refusal.
5. Remove drains, injection ports, and excess polyurethane upon completion of resin cure.

This process shall entirely stop the water leakage to a dust dry condition or as directed by the Project Manager.

The pump used to inject the polyurethane resin system shall be a two-component positive-displacement-type pump with static mixing head and pressure regulation necessary to control injection pressures while pumping low volumes. The equipment will be subject to approval by the Project Manager. The use of single component pumps and/or the injection of pure water followed by injection of pure resin will not be approved.

Polyurethane resin injection methods shall be in accordance with the approved, detailed proposals for injection repair and shall be adjusted to fit the repair situation encountered at site.

#### **9.4.9 Repair of existing open joints**

Repair of existing open joints, for example in stilling basins shall be repaired with a mastic product. The mastic shall be flexible, waterproof, easy to apply to existing joints, have good bonding properties to existing mastic and concrete and be appropriate for the climatic conditions at site.

The method of application shall be as recommended by the manufacturer.

The joint shall be cleaned and the existing mastic shall be removed as far as possible and replaced by the new joint mastic. The product and methodology shall be submitted by the Contractor to the Project Manager for written approval before the product is ordered from the manufacturer.

### **9.5 MISCELLANEOUS**

#### **9.5.1 Clearance of vegetation**

Inappropriate vegetative growth and animals are a common concern regarding the maintenance and in some rare cases also regarding the stability of the embankment slopes.

The Contractor shall undertake the following corrective measures:

**General**

- Trimming of vegetative growth.

**Upstream slope**

- Removal of dead and smaller trees with trunk perimeter <100 cm including the refurbishment of damaged embankment sections.
- Trimming of large trees with trunk perimeter  $\geq 100$  cm which cannot be removed due to the size of the root system.

**Downstream slope**

- Removal of dead and smaller trees with trunk perimeter <30 cm including the refurbishment of damaged embankment sections.
- Trimming of large trees with trunk perimeter  $\geq 30$  cm which cannot be removed due to the size of the root system.

**9.5.2 Clearance and restoration of existing toe drain**

The Contractor shall clean all areas of the existing surface drain. “Cleaning” refers to the removal of all accumulated sediments, debris, vegetation (including bushes), garbage or any other foreign material and its disposal to the satisfaction of the Project Manager and according to the provision presented in the technical specification. The attention of the Contractor is drawn particularly to paragraph “Site Installation, Services and Environmental Obligations”.

The Contractor shall take all precautions to avoid any damage to existing structure. Any destruction caused by the works carried out under this Contract shall be repaired on expense of the Contractor.

**9.5.3 Removal of ant mounds**

Ant colonies generally consist of a complex series of tunnels that exacerbate existing cracks leading to “softening” of the embankment and thus threatening the structural integrity of an earthen embankment.

To reduce ant populations, the Contractor shall physically destroy visible ant mounds. This can be accomplished by simply knocking down or disturbing mounds with a stick or a shovel. In a second step the anthill including the queens of the colonies shall be completely removed to the satisfaction of the Project Manager.

Fumigants and chemical treatment shall be the second step to control ant populations. Both must be purchased and applied by a certified pesticide applicator. The treatment should be tailored to the type of ant species present and the extent of infestation. The Contractor shall contact a professional pest removal company for assistance to achieve a long term solution.

After the ant population has been eradicated the area of the mound shall be be refilled with selected material according to the specifications of this document and as directed by the Project Manager.

## **10.0 Tree Planting**

### **10.1 Scope of Work**

The contractor is expected to attend and execute the following specific tasks during the contract period.

- i) Establishment of plantations, including clearing of land, supply of plants, preparation of pits for planting in the field, planting of viguerest sapling plants in the field and shading, fertilizing and watering (if required), live fencing and making arrangement for protection of plantation.
- ii) Maintenance of established plantations for 1 years after initial tree establishment phase, including weeding, filling the vacancies of dead plants, fertilizing, watering (if required) and protection of plantation etc.,
- iii) Mobilizing local community members or groups to participate in the maintenance and protection of plantations after one year,

### **10.2 Specifications**

- i) The spacing of plants should be selected to suit the canopy cover after fully growth depending upon the location
- ii) Healthy plants which is at least 3 Ft in height should planted in Holes 2Ft x 2Ft x 2 Ft and  
The Composition of proposed planting media is as follows.

Fertile top soil borrowed from selected borrow areas should be applied as planting media with Organic fertilizer (Composed) to the ratio 1 : 1.

#### Fertilizer Applications:

3 times per year as follows.

NPK – 1 Ounce/plant/year

Urea 2 ounce/plant/year.

### **10.3 Payments**

60% of payment will be made after tree establishment.

30% of payment will be made after reaching the plant height at least 05 ft or after successfully completion of 06 months maintenance period.

Balance 10% after successfully completion of 01-year maintenance period.

## **10.4 Environmental Management Plan**

**Environmental Management Plan for Proposed Developments will be issued with the Awarding of the Contract**

**Section - 7**

**FORM OF BID**

## Section 7 - FORM OF BID

Name of Contract: **Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"**

Contract Identification: **LK-MOMDE-539028-CW-RFB**

To: *The Director General, Mahaweli Authority of 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 civil 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>	...
<b>Performance Security called by an employer(s) for reasons related to ESHS performance</b>			
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:

.....

**Section - 8**

**BILLS OF QUANTITIES**

***Notes:***

***In preparation of the bidding document the users are advised to:***

- (1) Include the VAT Component separately and shall not carry the VAT component to the Form of Bid.***
- (2) Any discount offered will not be considered for Provisional Sum Items.***

## **A. General Information**

### **Location of the Site**

Welikanda

### **Salient Features**

*Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"*

## **B. Scope of Work**

### **Civil Engineering Work**

*Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"*

### **Miscellaneous Requirements**

Where in the course of the execution of the Works and existing foundations, walls, sewers, drains, pipes, wires, cables and other structures, places and things are exposed or are otherwise affected by the execution of the works, they shall be properly maintained and adequately supported and protected. And expedients adopted as will prevent inconvenience and ensure the safety and continuity in use of all services, all to the approval of the Engineer.

The contractor shall provide, erect and maintain suitable and sufficient warning lights, danger signals, signs and barricades, and shall take necessary precautions for the protection of the Works and the safety of the public. Roads closed to traffic shall be protected by effective barricades and suitable diversions provided where necessary. Obstructions shall be illuminated at night from sunset until sunrise.

The contractor shall minimize the pollution of and disturbance to the river, lands and other places on and around the Site. No trees or other vegetation shall be damaged or stripped except to the extent necessary for the works.

Excavated material and other things shall not be tipped or stockpiled near rivers or in places from which they could become dislodge, whether by reason of climatic condition of otherwise. The contractor shall provide, maintain and remove on completion of the Works, setting lagoon and other facilities to minimize pollution due to his operations such as, inter alia, quarrying, aggregate washing, concrete mixing and grouting.

The contractor shall as be required by the Engineer, deliver to the Engineer or the Engineer's Representative a return in such detail and at such intervals as the Engineer may prescribe showing the delivery, consumption and stock of materials, operating hours and fuel consumption of plant, concrete returns, labor returns and similar information.

## **C. Preamble to the Bill of Quantities**

- 1.1 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.
- 1.2 The Bill of Quantities includes lump sum items, unit price items and provisional sum 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. The quantities given in the Bill of Quantities for the unit price items are estimated and provisional, and are given to provide a common basis for bidding. They are not intended to be the maximum or minimum quantities for payment. The unit prices will be considered full compensation for those work items. The basis of payment will be the actual quantities of work carried out under the provisions of the Contract, measured and valued at the applicable rates and prices in the priced Bill of Quantities.
- 1.3 The rates and prices bid in the priced Bill of Quantities shall, except as otherwise provided under the Contract, include all construction plant, equipment, labour, supervision, materials, transport, erection, maintenance, testing, insurance, overheads, profit, taxes, and duties, together with all general risks, liabilities, and obligations set out or implied in the Contract.
- 1.4 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.
- 1.5 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 plants and equipment.
  - d. Establishment, Maintenance and Removal of all temporary facilities (Contractor's and Engineer'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 and Equipment and all costs in connection therewith.
  - i. Environment, Social, health and safety have to be therewith.
  - j. Fixing, erecting and installing or placing of materials and goods in position, including usual auxiliary material etc.
  - k. Temporary Works.
  - l. 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.
  - m. Dealing with the existing flow of water from any source including irrigation flow requirement, rainfall and surface runoff, groundwater, wave action and the like. This includes all and any dewatering operations necessary for the execution of the Works as well as coffer damming if required.
  - n. 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.
  - o. Overheads and profit.
  - p. Waste of material.
  - q. Attendance and transport for surveys including provision of boats and survey instruments, sampling and testing carried out by the Engineer.
  - r. Performing all sampling and testing which are required to be carried out by the Contractor, and supplying results of such tests.
  - s. Providing required material delivery certificates.
  - t. Coordination with Regulatory Institutes and all stake holders.
  - u. Disposal of all waste material.
  - v. Complying with all requirements in Specifications and Conditions of Contract where separate items have not been provided.
- 1.6 Where Bill of Quantities items describe the replacement of existing equipment or components, 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.
- 1.7 The whole cost of complying with the provisions of the Contract (excluding VAT) 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.
- 1.8 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.

- 1.9 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 and in accordance with the Conditions of Contract. Where the expenditure against a Provisional Sum is made in the form of a Variation, the payment for the work will be made in accordance with Clause 37 of the Conditions of Contract.
- 1.10 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 Engineer.

**D. LIST OF WORKS**

**Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"**

**Note :- Please refer to the definition of rectification categories at the end**

Station (km+m)	Item Description	Rectification Category	Drawing No.	Work Description
0+000	Demolishing	D		Cement concrete demolished and debris cleared within the site of Spill Causeway Structural Damages in Aluthoya Tank
0+000	Rectification of Spill	R		Rectification of Spill Causeway Structural as directed by the Engineer
0+275 (LB Side)	Clearing and grubbing			Clearing and grubbing Medium Jungle including removal from the site by machinery in Aluthoya Tank Spillway Canal
0+140 (LB Side)	Clearing and grubbing			Clearing and grubbing Medium Jungle including removal from the site by machinery in Aluthoya Tank Spillway Canal
0+275 (LB Side)	Excavation			Common earth excavation and spoil to waste, by machinery in Aluthoya Tank Spillway Canal
0+140 (LB Side)	Excavation			Common earth excavation and spoil to waste, by machinery in Aluthoya Tank Spillway Canal
0+275 (LB Side)	Construction of Gabion Walls	N		Supplying and laying PVC-coated wire gabion boxes, including filling with approved rubble stone, compactly packed, and completing the work

Section 8 - Bill of Quantities

Station (km+m)		Item Description	Rectification Category	Drawing No.	Work Description
0+140 (LB Side)	1+760 (RB Side)	Construction of Gabion Walls	N		Supplying and laying PVC-coated wire gabion boxes, including filling with approved rubble stone, compactly packed, and completing the work
0+275 (LB Side)	1+780 (RB Side)	Back Filling and Turfing	N		Earth excavation from approved borrow areas; transporting, placing layers, watering and compacting, including forming and sloping of canal bunds, and furnishing turf with watering until establishment.
0+140 (LB Side)	1+760 (RB Side)	Back Filling and Turfing	N		Earth excavation from approved borrow areas; transporting, placing layers, watering and compacting, including forming and sloping of canal bunds, and furnishing turf with watering until establishment.

**Rectification Categories:**

- D: Demolition and Removal of Existing Entity
- DR: Demolition and Removal of Existing Entity and Construction of New Structure.
- E: Existing Entity, Improvements no need
- N: New Construction
- R: Minor Improvements to Existing Entity

**E BILLS OF QUANTITIES****SUMMARY**

<b>Bill No.</b>	<b>Description</b>	<b>Amount (LKR)</b>
Bill No. 01	Preliminaries	
Bill No. 02	Civil Works	
<b>A</b>	<b>Sub Total 1 (Bill No. 01 + Bill No. 02)</b>	
<b>B</b>	<b>Provisional Sum</b>	<b>3,320,500.00</b>
<b>C</b>	<b>Sub Total 2 (A - B)</b>	
D	Discount if any ( % )	
<b>E</b>	<b>Sub Total 3 (C - D + B)</b>	
F	Provisional Sum - 10% Physical Contingencies (0.1 x E)	
<b>G</b>	<b>Sub Total 4 (E + F)</b>	
H	Provisional Sum - 5% Price Contingencies (0.05 x E)	
<b>I</b>	<b>Total Bid Price, carried to letter of Bid (G + H)</b>	
Total Bid Price (Amount in words):		
J	VAT- 18 % of Bid Price (I×0.18)	
<b>GRAND TOTAL INCLUDING VAT (I+J)</b>		
Bill No. 03	Day Works	
<b>K</b>	<b>Sub Total 5 (I + Bill No. 3) - Bid Price with Day works (Will be consider only for evaluation purpose)</b>	

Signature of Bidder: .....

Seal:

**Bill No. 01 - Preliminaries**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (LKR)</b>	<b>Amount (LKR)</b>	<b>Rate in Words</b>
<b>1.1</b>	<b>Insurance, Security bond and Management Services</b>					
1.1.1	Allow Provisional Sum for providing Security Bonds and Guarantees etc		Provisional Sum		411,500.00	
1.1.2	Allow Provisional Sum for providing a Performance Bond.		Provisional Sum		493,500.00	
1.1.3	Allow Provisional Sum for insurance of Property, Material and Works at Site.		Provisional Sum		411,500.00	
1.1.4	Allow Provisional Sum for Third Party Insurance.		Provisional Sum		247,000.00	
1.1.5	Allow Provisional Sum for insurance against Accidents and Injury to Workmen.		Provisional Sum		247,000.00	
1.1.6	Allow Lump Sum for Employment of Personals for Contract Management Services. Payment based on the actual basis and submission of required documents. (Attendance etc...)		Lump Sum			
1.1.7	Allow Lump Sum for protecting and safeguard the works, materials and plants against damage, trespasses or thief.		Lump Sum			
<b>Total carried to Bill No. 01</b>						

**Note: Item Nos. 1.1.6 and 1.1.7 will be paid based on percentage of progress.**

**Bill No. 02 - Civil Works**

<b>Item No.</b>	<b>Description</b>	<b>Unit</b>	<b>Qty</b>	<b>Rate (LKR)</b>	<b>Amount (LKR)</b>	<b>Rate in Words</b>
<b>2.1</b>	<b>Site Clearing and Demolishing</b>					
2.1.1	Cement concrete demolished and debris cleared within the site as directed.	m <sup>3</sup>	30.00			
2.1.2	Clearing and grubbing Medium Jungle including removal from the site by machinery as directed by the Engineer and burning.	Ha	0.53			
<b>2.2</b>	<b>Excavation</b>					
2.2.1	Common earth excavation and spoil to waste, cut 0-1.5 m, lift to 1.5 m and spread 30 m by machinery.	m <sup>3</sup>	2,121.00			
<b>2.3</b>	<b>Earth Work</b>					
2.3.1	Earth excavation from borrowed areas, transporting, placing layers, watering and compacting including forming and slopping canal bund/Agri road by machinery as directed by the Engineer.	m <sup>3</sup>	6,015.50			
<b>2.4</b>	<b>Slope Protection for Earth Work</b>					
2.4.1	Furnishing turf, transporting and planting using pegs including watering till take roots.	m <sup>2</sup>	1,061.00			
<b>2.5</b>	<b>Concreting</b>					
2.5.1	Cement Concrete Grade C20/25 (1:1½:3 - 20 mm) mixing by concrete mixer, hoisting, placing in position including vibrating as directed (curing as specified, providing expansion/construction joint etc., and making good after removal of formwork). Form works are paid separately	m <sup>3</sup>	32.00			
<b>2.6</b>	<b>Formwork</b>					
2.6.1	Laminated plywood (12mm thick) shuttering with proper locking arrangements as directed by the Engineer, including dismantling.	m <sup>2</sup>	8.10			

Section 8 - Bills of Quantities

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
<b>2.7</b>	<b>Reinforcement</b>					
2.7.1	High Yield steel rods with the SLS standards in reinforcing supplying bending, cutting fabricating, hoisting, and placing in position, tied with G.I wire as directed including rolling margin, waste, all spacing, laps, etc., in reinforced steel and other than design laps, holding and supporting including temporary fixing supports.	kg	2,653.00			
<b>2.8</b>	<b>Doweling</b>					
2.8.1	Drilling to a depth of 300 mm by machinery and dowelling using a 16 mm diameter high yield rod.	Nos	130.00			
<b>2.9</b>	<b>Miscellaneous</b>					
2.9.1	Supplying and laying PVC-coated wire gabion boxes of size 1.5 m × 1.0 m × 1.0 m, properly tied with additional PVC-coated gabion binding wire, including filling with approved rubble stone, compactly packed, and completing the work to the required lines, levels, and specifications as directed by the Engineer.	Nos	1,761.00			
2.9.2	Supplying and laying PVC-coated wire gabion boxes of size 1.0 m × 1.0 m × 1.0 m, properly tied with additional PVC-coated gabion binding wire, including filling with approved rubble stone, compactly packed, and completing the work to the required lines, levels, and specifications as directed by the Engineer.	Nos	1,061.00			
2.9.3	Supplying and laying geotextile layer behind gabion retaining walls type T.S. 30.	m <sup>2</sup>	4,250.00			
2.9.4	Constructing, maintaining and removing of appropriate and adequate cofferdam (made out of sandbags) until completion of works as directed by the Engineer.		Provisional Sum		600,000.00	
2.9.5	Dewatering as per the requirement and as directed by the Engineer.		Provisional Sum		910,000.00	
<b>Total carried to Bill No. 02</b>						

**Bill No. 03 - Day Works**

The day works rates quoted for labour shall be the total amounts payable, and shall include all costs such as allowances for complying with the Labour Laws, insurances, accommodation, travelling time, overtime compensation, use and maintenance of small tools of trade, supervision, overhead and profit. Only the actual time engaged upon the work will be paid for.

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
<b>1</b>	<b>Labour</b>					
1.1	Skilled Labour	day	10.00			
1.3	Unskilled Labour	day	25.00			
<b>2</b>	<b>Material</b>					
2.1	Reinforcement steel 10 mm	kg	50.00			
2.2	12 mm ply wood	m <sup>2</sup>	25.00			
2.3	Ordinary Portland Cement	50 kg bag	100.00			
2.4	River Sand	m <sup>3</sup>	20.00			
2.5	20 mm Metal	m <sup>3</sup>	25.00			
2.6	Rubble	m <sup>3</sup>	10.00			
2.7	Gravel Earth	m <sup>3</sup>	10.00			
2.8	Gabion box 1.5 m × 1.0 m × 1.0 m	Nos	5.00			

Section 8 - Bills of Quantities

2.9	Gabion box 1.0 m × 1.0 m × 1.0 m	Nos	5.00			
<b>3</b>	<b>Machinery /Tools</b>					
3.1	Tractor bowser with tailor 4000 l	day	3.00			
3.2	Tipper 1 cube	day	5.00			
3.3	Concrete mixer	Hrs.	10.00			
3.4	Poker Vibrator 1" without fuel	day	8.00			
3.5	Earth Compactor	day	10.00			
3.6	Water pump 2"	Hrs.	5.00			
<b>Total carried to Bill No. 03</b>						

**Section - 9**

**SCHEDULES**

## Section 9 - Schedules

<b>Schedule 1 - General Information</b>			
<p>(i) <i>If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.</i></p> <p>(ii) <i>For joint ventures, each joint venture partner shall furnish information separately.</i></p>			
<b>ITB Clause reference</b>	<b>Description</b>	<b>Information</b> <i>(to be filled by the Bidder)</i>	<b>Remarks</b>
<b>4.1 (a)</b>	<b>Legal Status</b>		<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>			
	<b>Name (Lead partner)</b>		<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		
	<b>Name (Partner 2)</b>		<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		
	<b>Name (Partner 3 )</b>		<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		
<b>4.2 (a)</b>	<i>CIDA Registration</i>		<i>Provide certified copies and label as attachment to Clause 4.2(a)</i>
	Registration number		
	Grade		
	Specialty		
	Expiry Date		

**Schedule 2 - Annual Turn-over Information**

**(Construction only – from 2016 to 2025)**

- (i) *If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application.*
- (ii) *For joint ventures, each joint venture partner shall furnish information separately.*

Year	Turn-over	Remarks
		<i>Attach audited annual accounts and audit reports any five years within last ten years. Attach audited reports and label as attachment to Clause 4.2</i>

**Schedule 3 - Adequacy of Working Capital**

*If pre-qualification is done the bidders are required to include information subsequent to that submitted with the pre-qualification application*

Source of credit line	Amount	Remarks
		<i>Provide documentary evidence and label as attachment to Clause 4.2</i>
<b>Total</b>		



**Schedule 4 B - Similar Experience in last Ten years**

Bidder's Legal Name: \_\_\_\_\_ Date: \_\_\_\_\_

JV Partner Legal Name: \_\_\_\_\_ Bidding No.: \_\_\_\_\_

Page \_\_\_\_\_ of \_\_\_\_\_ pages

<b>Similar Contract Number:            of</b> <i>(total number of contracts) required.</i>	<b>Information</b>		
Contract Identification	_____		
Award date Completion date	_____ _____		
Role in Contract	<input type="checkbox"/> Contractor	<input type="checkbox"/> Management Contractor	<input type="checkbox"/> Subcontractor
Total contract amount	_____		LKR _____
If partner in a JV or subcontractor, specify participation of total contract amount	_____ %	_____	LKR _____
Employer's Name:	_____		
Address:  Telephone/fax number: E-mail:	_____ _____ _____ _____		

**Schedule 4 B - Similar Experience in last Ten years (cont.)**

Bidder's Legal Name: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_ pages

JV Partner Legal Name: \_\_\_\_\_

<b>Similar Contract Number:        of</b> <b>(total number of contracts) required.</b>	<b>Information</b>
Description of the similarity contracts given in the Form of General Experience	
Amount	_____
Physical size	_____
Complexity	_____
Methods/Technology	_____
Physical Production Rate	_____



**Schedule 6 - Construction Management Staff**

<b>A. Key Professionals</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>
<b>B. Support Staff</b>		
<b>Name</b>	<b>Position</b>	<b>Task</b>

Full-time: \_\_\_\_\_

Part-time: .....





**Schedule 9 - Works in Hand**

<b>Contract</b>	<b>Name of the Employer</b>	<b>Description of work (attach a copy of letter of award)</b>	<b>Date of award of contract</b>	<b>Value of contract (Rs.)</b>	<b>Contract period</b>	<b>Whether extension of time has been granted</b>	<b>Percentage completion as at present</b>
<b>Contract 1</b>							
<b>Contract 2</b>							
<b>Contract 3</b>							
<b>Contract 4</b>							
<b>Contract 5</b>							



## **Schedule 11 - 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 Manger 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**

*The Employer should use the services of a suitably qualified environmental, social, health and safety specialist/s to prepare the specifications for ESHS working with a procurement specialist/s.*

*The Employer should attach or refer to the Employer's environmental, social, health and safety policies that will apply to the project. If these are not available, the Employer should use the following guidance in drafting an appropriate policy for the Works.*

### **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 Employer is advised to consult with the World Bank to agree the issues to be included which may also address: climate adaptation, land acquisition and resettlement, indigenous people, etc. 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:*

- 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 by the senior manager of 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:*

- 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*
- *Relevant Covid 19 safety manual (Refer Annex 2)*

*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 4.14 Avoidance of Interference*

*Sub-clause 4.18 Protection of the Environment*

*Sub-clause 4.23 Contractor's Operations on the Site*

*Sub-clause 4.24 Fossils*

*Section 6 Staff and Labour (includes health and safety)*

*Sub-clause 7.1 Manner of Execution*

*Sub-clause 11.11 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 minimum requirement for the Code of Conduct should be set out by the Employer, taking into consideration the issues, impacts, and mitigation measures identified, for example, in:*

- *project reports e.g. ESIA/ESMP*
- *any particular GBV/SEA requirements*
- *consent/permit conditions (regulatory authority conditions attached to any permits or approvals for the project)*
- *required standards including World Bank Group EHS Guidelines*
- *relevant international conventions, standards or treaties, etc., national legal and/or regulatory requirements and standards (where these represent higher standards than the WBG EHS Guidelines)*

- *relevant standards e.g. Workers' Accommodation: Process and Standards (IFC and EBRD)*
- *relevant sector standards e.g. workers' accommodation*
- *Grievance redress mechanisms.*

*The types of issues identified could include. Risks associated with: labor influx, spread of communicable diseases, sexual harassment, gender-based violence, illicit behavior and crime, and maintaining a safe environment etc.*

*[Amend the following instructions to the Bidder taking into account the above considerations.]*

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 Employer's ESHS and procurement specialists should consider how the Contractor will cost the delivery of the ESHS requirements. In the majority of cases, 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 sums could be set aside for discrete activities for example for HIV counseling service, and, GBV/SEA awareness and sensitization or to encourage the contractor to deliver additional ESHS outcomes beyond the requirement of the Contract.*

**Schedule 12 - Affidavit**

I ..... (Name of the bidder) of  
.....  
..... (addressed of the bidder),  
being a Buddhist/ Christian/ Muslim/..... (religion) do hereby solemnly,  
sincerely and truly declare and affirm as follows;

- 1. I am the Affirmant/sworn above named.
- 2. My National Identity Card No. is.....
- 3. I hereby declare and affirm that all information furnished in our tender including details submitted in Annex-2a as Work in Hand are true and correct.

.....

Signature

The above contents were read by the  
affirmant who having understood the  
same, affirmed/swore to and placed his  
signature in my presence at .....  
on this ..... day of .....

} Before me

Justice of the Peace.....

**Section - 10**

**DRAWINGS**

## LIST OF DRAWINGS

<b>No.</b>	<b>Description</b>	<b>Drawing No.</b>
1	Typical Section for Gabion Wall - I	MASL/SYSB/TS/2026-01
2	Typical Section for Gabion Wall - II	MASL/SYSB/TS/2026-02

**Section - 11**

**STANDARD FORMS (BID)**

- **Bid Security**

## FORM OF BID SECURITY

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

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

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

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

**BID GUARANTEE No.:** ----- [insert (by issuing agency) number]

We have been informed that ----- [insert (by issuing agency) name of the Bidder] (hereinafter called "the Bidder") has submitted to you its bid dated ----- [insert (by issuing agency) date] (hereinafter called "the Bid") for the execution of ***Construction of Gabion wall for Erosion Protection of Aluthoya Tank Spillway canal and Rectification of Spill Causeway Structure Damages in Aluthoya Tank at Aluthoya Unit, Damminna Block in System "B"*** under Invitation for Bids No. ***LK-MOMDE-539028-CW-RFB*** ("the IFB").

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

At the request of the Bidder, we ----- [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)

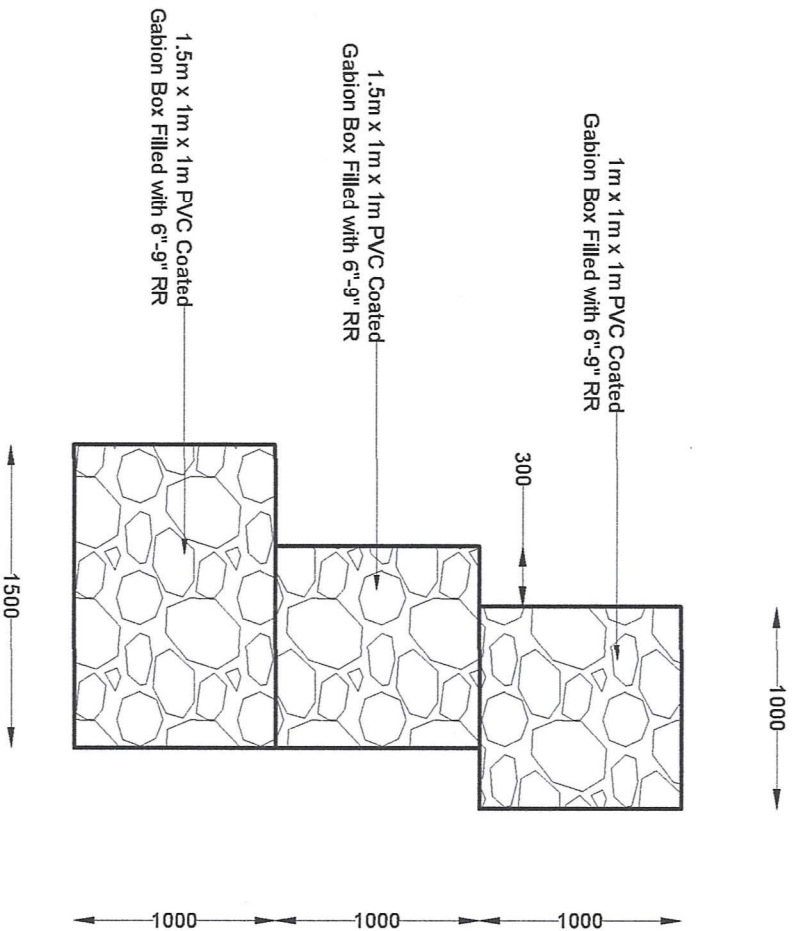
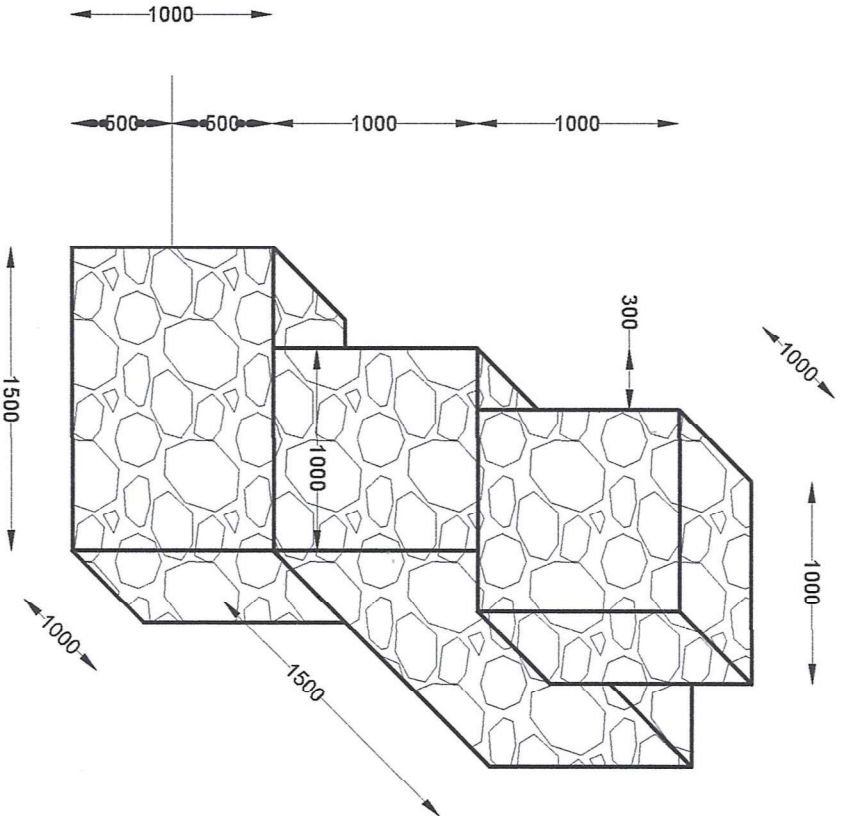
Consequently, any demand for payment under this Guarantee must be received by us at the office on or before that date -----

**Annex - 01****Check List for Bidders**

Bidders are advised to fill the following table:

<b>ITEM</b>	<b>YES (tick)</b>	<b>REFERENCE</b>
<b>Form of Bid</b>		
Addressed to the Employer?		
Completed?		
Signed?		
<b>Bid Security</b>		
Submitted in the given format?		
<b>Qualification Information</b>		
All relevant information completed?		
Signed?		
<b>Addendum</b>		
Contents of the addendum (if any) taken into account?		
<b>Other</b>		
Affidavit completed as Schedule 11?		
Liquid Assets and/or Credit Facilities		
Construction Programme		
CV of personnel to be engaged in construction management services and key personals to be engaged in this contract.		
List of Resources intended to be deployed for this tender		
<b>BID package</b>		
All the documents given in ITB Clause 12 enclosed in the original and copy?		

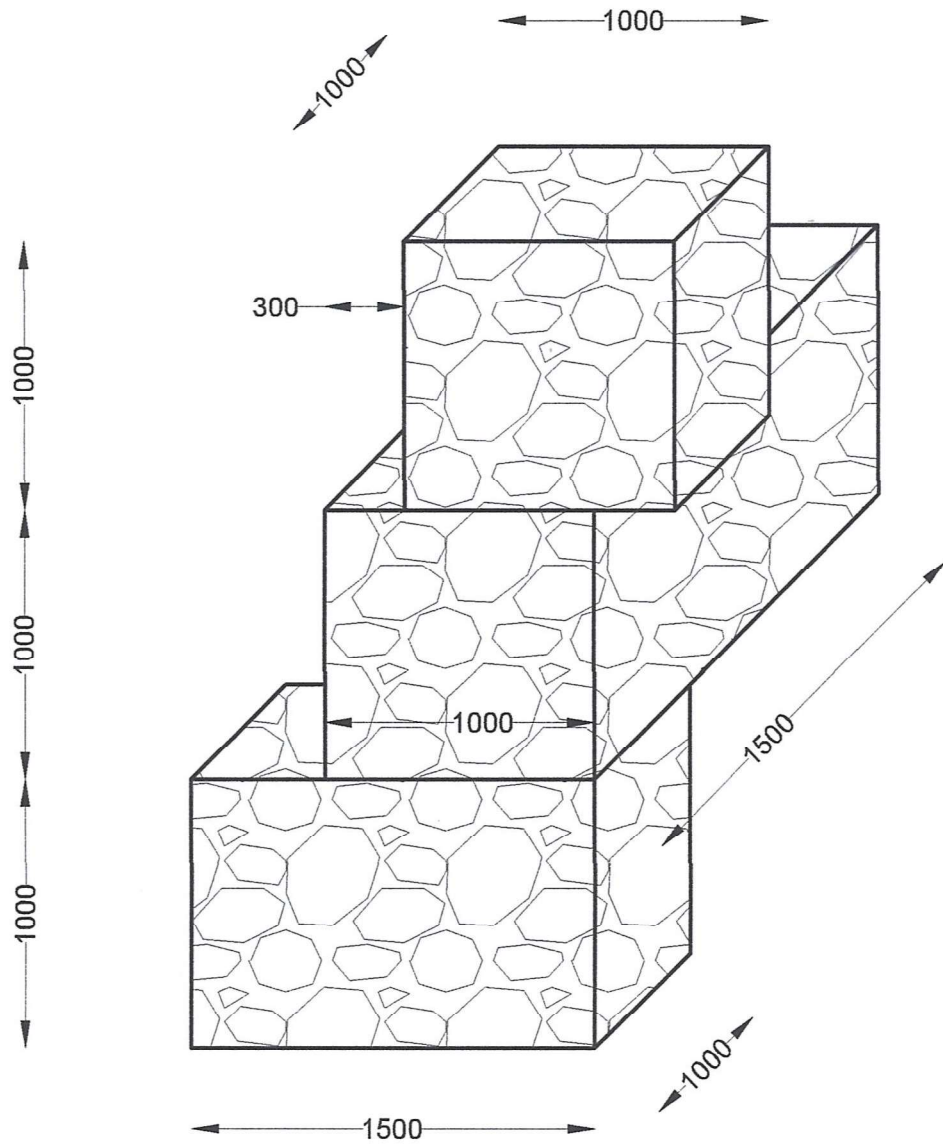
# TYPICAL SECTION FOR GABION WALL FOR EROSION PROTECTION OF ALUTHOYA TANK SPILLWAY CANAL



**KEY NOTES:**

1. All dimensions are in millimetres (mm).
2. Typical section only; subject to change to suit site conditions and locations.
3. Levels, alignment, and dimensions to be verified at site.
4. Gabion arrangement to be adjusted as directed by the Engineer.
5. Foundation to be prepared to firm strata.
6. Stone filling to be hard, durable, and well packed.
7. Provide filter media / geotextile where required.

  
**N.G.G.S.D. Nanayakkara**  
 Civil Engineer,  
 Mahaweli Authority of Sri Lanka  
 System "B" - Welikanda



# PROPOSED IMPROVEMENT TO GABION WALL FOR EROSION PROTECTION OF ALUTHOYA TANK SPILLWAY CANAL

*[Signature]* 01/26

Eng. N.G.G.S.D. Nanayakkara  
Civil Engineer,

Mahaweli Authority of Sri Lanka

MAS L/SqSB/Ts/2026-02