

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



MAHAWELI AUTHORITY OF SRI LANKA

BIDDING DOCUMENT

For

**CONSTRUCTION OF A LABYRINTH SPILLWAY AND REPAIR OF
EXISTING GATES FOR NIKAWEWA LEFT 100-ACRES
ANICUT IN ETHAWETUNUWEWA BLOCK,
SYSTEM “L”**

Contract No: DDG/TS/CON/L/IRR/61

NAME OF THE BIDDER	
EMAIL ADDRESS	
WHATSAPP NUMBER	

AUGUST 2026

Contents of Bidding Documents

Volume	Section	Description	Page Nos.
1	1	Instructions to Bidders	3
	3	Conditions of Contract	9
	5	Standard Forms (Contract)	25 - 30
2		Invitation for Bid	1 - 2
	2	Bidding Data	4 - 8
	4	Contract Data	10 - 24
	6	Specifications	31
	7	Form of Bid	32 - 33
	8	Bills of Quantities	34 - 44
	9	Schedules	45 - 57
	10	Drawings	58 - 62
	11	Standard Forms (Bid)	63 - 64
	Annex- 01	Affidavit	65
	Annex- 02	Check List for Bidder	66

Invitation for Bids (IFB)

Ministry of Agriculture, Livestock, Lands and Irrigation



MAHAWELI AUTHORITY OF SRI LANKA

BID NOTICE

1. On behalf of the Chairman, Department Procurement Committee of Mahaweli Authority of Sri Lanka, sealed Bids will be received by **the Director General, Mahaweli Authority of Sri Lanka, 9th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10**, up to **11:00 hrs** on **25.08.2026** for the following work.

Contract No.	Description of Work	CIDA Registration	Non- Refundable Bid Fee per set of a Bidding Document (Rs.)
DDG/TS/CON /L/IRR/61	Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System “L” Estimated Amount: Rs. 129.72 Mn (Exclusive of Contingencies) without VAT, Contract period 300 days	Minimum C4 and above for Irrigation and Drainage Canals	25,000.00

Bidders, who have the Grade and final of registration under the CIDA scheme of registration mentioned in the above table against the work and in the case of the contract value above Rs. 5 Mn. registered in Department of the Registrar of companies under the provision of public contract Act No. 3 of 1987 only will be eligible for bidding.

Bidding will be conducted through National Competitive Bidding (NCB) and shall apply the Public Finance Circular and other Government Circulars issued time to time.

Prospective Bidders can obtain the Bidding Documents by a written request on a company/firm letter head, addressed to the **Deputy Director General (Technical Services), Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** from **03.08.2026 up to 24.08.2026 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.

The Bidding documents may be available for inspection in **Deputy Director General (Technical Services) Office, Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T.B. Jayah Mawatha, Colombo 10** for free of charge **03.08.2026 up to 24.08.2026 from 9.30 hrs to 16.00 hrs** on working days and in the <http://mahaweli.gov.lk> website.

Sealed Bids in **duplicate** clearly marked the contract name and the number on the top left corner of the envelope may be dispatched either by Registered Post or hand delivered or courier to the **Director General, Mahaweli Authority of Sri Lanka, 9th Floor, Procurement Division, No. 500, T.B. Jayah Mawatha, Colombo 10** before **11.00 hrs** on **25.08.2026** Bids will be opened immediately thereafter. Bidders or their authorized representatives, not exceeding two (2) in numbers, are permitted to be present at the opening of bids.

For further details, please contact Technical Services Division of Mahaweli Authority of Sri Lanka on Tel: **011-2689651, 011-2687475**, e-mail: **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	Employer's Name and Address Name : Director General, Mahaweli Authority of Sri Lanka Address : 9 th Floor, No. 500, T.B. Jayah Mawatha, Colombo 10.
1.1	Scope of Works The works consists of Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L" Contract No. DDG/TS/CON/L/IRR/61 Located at Welioya
1.2	Time for Completion The Time for Completion for the whole of works shall be 300 days
2.1	Source of funds The source of funds is Government of Sri Lanka (GOSL)
4.1	Qualification Information The following information shall be provided in Section 9 - Schedules: • CIDA registration - Registration number - Grade - Specialty - Expiry date • VAT registration number • Attach Construction Program • Attach Legal Status (Sole Proprietor, Partnership, Company etc.) • Attach authentication for signatory (shall be submitted with the bidding document) • Value of construction work performed for each of any 5 years within last 10 years • Experience in works of similar nature and complexity in last 10 years • Construction equipment • Statement of audited accounts for any 5 years within the last 10 years • Proof for at least Rs. 33.3 Mn liquid asset and/or credit facility. • Works in hand • Staff to be attend in full time basis • Attach Work plan and method statement

4.2 (a)	CIDA registration required The registration required; Specialty Irrigation and Drainage Canals Grade C4 and above																				
4.2 (b)	Average annual volume of construction work performed in any 5 years within last 10 years Average annual volume of construction work performed in any five years within last 10 years shall be at least Rs. 156.0 Mn																				
4.2 (c)	Experience as a prime contractor in the construction of Civil Works in Irrigation Canals/Structures at least one work of a similar nature and complexity similar to work over the last 10 years Civil Works in Irrigation Canals of the value of at least Rs. 65.0 Mn (Excluding VAT)																				
4.2 (d)	Essential equipment Proposals for the timely acquisition (own, lease, hire, etc.) of the following essential equipment shall be; <table><tr><td></td><td>Type</td><td>Capacity</td></tr><tr><td>1.</td><td>Tipper</td><td>3 cubes</td></tr><tr><td>2.</td><td>Tractor</td><td>0.75 cube</td></tr><tr><td>3.</td><td>Concrete mixer</td><td></td></tr><tr><td>4.</td><td>Earth Compactor</td><td></td></tr><tr><td>5.</td><td>Water pump 2”</td><td></td></tr></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”																				
4.2 (e)	Qualifications and experience of the Contract Manager and other Key personnel																				
	No.	Key Person	Qualifications and Experience																		
			No. of Person																		
	1	Contract Manager	B.Sc. (Engineering) or Equivalent plus at least 10 years’ experience in similar projects with follow membership of IESL (Chartered Engineer)																		
	2	Site Engineer (Civil)	B.Sc. Civil Engineering degree or equivalent with 10 years total experience and 5 years similar work experience.																		
	3	Engineering Assistant (Civil)	NCT or equivalent with 8 years total experience and 5 years of similar work experience.																		
The Bidder must demonstrate that it will have a suitably qualified Contract Manager and suitably qualified other key personnel in adequate numbers, as described in the table above.																					
4.2 (f)	Liquid assets and/or credit facilities required 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 Rs. 33.3 Mn																				

10.1	Clarification of Bidding Documents Employer's address for clarification of bidding documents is: Name of Officer: Deputy Director General (Technical Services Division) Address: Mahaweli Authority of Sri Lanka, 3rd Floor, No. 500, T. B. Jayah Mawatha, Colombo 10 Phone: 011 269 6436 Telefax: 011 268 9651
14.4	Adjustments for change in cost The Contract is subjected to Price Adjustment
16.1	Period of Bid Validity: The Bid shall be valid up to 91 days from the bid submission deadline date 25.08.2026 (date) The Bid shall be valid up to 24.11.2026 (date)
17.1	Amount of Bid Security: The amount of Bid Security is Sri Lanka Rupees: One Million, Nine Hundred Fifty Thousand (LKR 1,950,000.00) Bid security shall only be an unconditional guarantee issued by a bank recognized by the Central Bank of Sri Lanka in accordance with the format given.
17.2	Validity of Bid Security (119 days) The Bid Security shall be valid up to 22.12.2026 (date)
19.1	Pre-Bid meeting Pre-Bid meeting will be held Venue, time, and date of the pre-bid meeting. Date: 18.08.2026 Time: 10.00 am Venue: Resident Project Manager's Office, System "L", Welioya The Site visit will be held at Resident Project Manager's Office, System "L", Welioya on 18.08.2026 after the Pre- Bid meeting.
21.2 (a)	Employer's Address for Bid submission Employer's address for the purpose of bid submission is: Mahaweli Authority of Sri Lanka 9th floor, Procurement Division, No. 500, T. B. Jayah Mawatha, Colombo 10
21.2 (b)	Identification number of Contract Identification Number of the Contract is: DDG/TS/CON/L/IRR/61
22.1	Deadline for submission of Bids Deadline for submission of Bids: 25.08.2026

25.1	Bid opening Venue, time, and date of bid opening Mahaweli Authority of Sri Lanka 9th floor, No. 500, T. B. Jayah Mawatha Colombo 10 Time : 11.00 am Date : 25.08.2026
31.1	Preference for Domestic Bidders: Not Applicable
32	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. Address: Director General, Mahaweli Authority of Sri Lanka, 500, T.B. Jayah Mawatha, Colombo 10. Cash Deposit: LKR 10,000.00
35.1	Amount of Performance Security 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 Performance Security is 5% of the Initial Contract Price. The Performance Security shall be valid until (date). (28 days beyond the Defect Liability Period)

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: Director General, Mahaweli Authority of Sri Lanka Address: Mahaweli Authority of Sri Lanka 9th floor, No. 500, T. B. Jayah Mawatha Colombo 10
	Employer's Representative	Name: Deputy Director General (TS), Mahaweli Authority of Sri Lanka Address: Mahaweli Authority of Sri Lanka 3rd floor, No. 500, T. B. Jayah Mawatha Colombo 10
1.3	Contractor's name and address	Name: Address:
(*) 1.1.2.4 & 1.3	Engineer's name and address	Name: Deputy Resident Project Manager (TS) Address: Mahaweli Authority of Sri Lanka Resident Project Manager's Office, System "L", Welioya
1.1.2.5 Contractor's Personnel	Key Personnel The following is added at the end of the sub-clause: "Contractor's Personnel includes Key Personnel as named in the Contract."	
1.1.2.9	Replace existing Clause 1.1.2.9 with following: "Dispute Adjudication Board" (DAB) means three persons appointed under Sub-Clause 19.2 [Appointment of the Dispute Adjudication Board] or Sub-Clause 19.3 [Failure to Agree on the Composition of the Dispute Adjudication Board] of the Conditions of Contract.	

(*) 1.1. 3.3	Time for Completion of the Works	Time for Completion is 300 Days
(*) 1.1.3.7	Defects Notification Period	Defects Notification Period is 365 Days
(*) 2. 1	Right to access to the Site	14 Days 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
(*) 4.2	Amount of Performance Security	5% 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 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 (Shall be valid 28 days beyond the Defect Liability Period)
(*) 8.7	Liquidated damages for the Works	0.05% of the Initial Contract Price per Day
(*) 8.7	Maximum amount of liquidated damages	10% of the Initial Contract Price
12.2 (b)	Method of Measurement	The Method of Measurement shall be SLS 573
(*) 13.4(b) I	Percentage for adjustment of Provisional Sums	10%
13.4(b) II	Percentage for Overhead and profit factor	17%
13.7	Adjustment for changes in Cost	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><tr><th>CIDA No.</th><th>Input Name</th><th>%</th></tr><tr><td>M13</td><td>Reinforcement Steel</td><td>26.79</td></tr><tr><td>M4</td><td>Cement</td><td>23.96</td></tr><tr><td>LI</td><td>Skilled Labour</td><td>10.41</td></tr><tr><td>L3</td><td>Unskilled Labour</td><td>10.17</td></tr><tr><td>M8</td><td>Sand</td><td>7.77</td></tr><tr><td>L2</td><td>Semi-Skilled Labour</td><td>5.00</td></tr><tr><td>M7</td><td>Metal</td><td>4.62</td></tr><tr><td>P1</td><td>Small Equipment</td><td>1.28</td></tr><tr><td colspan="2">Total</td><td>90.00</td></tr></table>	CIDA No.	Input Name	%	M13	Reinforcement Steel	26.79	M4	Cement	23.96	LI	Skilled Labour	10.41	L3	Unskilled Labour	10.17	M8	Sand	7.77	L2	Semi-Skilled Labour	5.00	M7	Metal	4.62	P1	Small Equipment	1.28	Total		90.00
		CIDA No.	Input Name	%																												
		M13	Reinforcement Steel	26.79																												
		M4	Cement	23.96																												
		LI	Skilled Labour	10.41																												
		L3	Unskilled Labour	10.17																												
		M8	Sand	7.77																												
		L2	Semi-Skilled Labour	5.00																												
		M7	Metal	4.62																												
		P1	Small Equipment	1.28																												
		Total		90.00																												
		Non-adjustable element shall be:																														
		• Preliminary Items (all items) • All Provisional Sum Items																														
(*) 14.2	Total Advance Payment	20% 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	10%																														
(*) 14.3(c)	Limit of Retention Money	5% of the Initial Contract Price																														
(*) 14.5	Minimum amount of Interim Payment Certificates	Rupees 6,500,000.00																														
(*)14.8	Alternative method for Payment of Retention	On reaching the limit of retention, stated in the Contract Data under Sub-Clause 14.3, the Contractor may substitute full retention money with an unconditional guarantee acceptable to the Employer to a value equal to the full retention money, and valid up to 28 Days beyond the end of Defect Notification Period. On receipt of such guarantee the Employer shall repay the full retention money. The guarantee will be released to the Contractor upon the certification of the Engineer that all Defects notified by the Engineer to the Contractor before the end of this period have been corrected.																														

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

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: _____

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 a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L", DDG/TS/CON/L/IRR/61** 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 a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L", DDG/TS/CON/L/IRR/61*

[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

COMMON SEAL

.....

Authorized signature of Employer

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. **DDG/TS/CON/L/IRR/61** dated ----- with you, for the ***Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"***, (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)]

.

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. **DDG/TS/CON/L/IRR/61 dated** ----- with you, for the **Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"** (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. **DDG/TS/CON/L/IRR/61** dated ----- with you, for the execution of ***Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"*** (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)]

Section - 6

SPECIFICATIONS

Specifications applicable for this contract are given in Specifications by

Publication No. CIDA/SP/102 Standard Specification for Irrigation and Land Drainage Works (1st Edition-January 2017)

CIDA publications will not be issued with the Documents, and the Bidder is advised to procure them from CIDA.

Section - 7

FORM OF BID

Section 7 - FORM OF BID

Name of Contract: **Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"**

Contract Identification: **DDG/TS/CON/L/IRR/61**

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 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

Ethawetunuwewa, Welioya

Salient Features

Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"

B. Scope of Work

Civil Engineering Work

Construction of a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"

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 plant 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 & Equipment and all costs in connection therewith.

- i. Fixing, erecting and installing or placing of materials and goods in position, including usual auxiliary material etc.
 - j. Temporary Works.
 - k. Complying with any limitations and constraints on the use of the site/sites including coordinating with other Contractor's, with regard to site access, security etc., maintenance of access to households and other users, maintenance of existing roads, waterways etc.
 - l. Dealing with the existing flow of water from any source including 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.
 - m. General obligations, liabilities and risks involved in the execution of the Works set forth or reasonably implied in the documents on which the tender is based.
 - n. Overheads and profit.
 - o. Waste of material.
 - p. Attendance and transport for surveys including provision of boats and survey instruments, sampling and testing carried out by the Engineer.
 - q. Performing all sampling and testing which are required to be carried out by the Contractor and supplying results of such tests.
 - r. Providing required material delivery certificates.
 - s. Coordination with Regulatory Institutes & all stakeholders.
 - t. Disposal of all waste material.
 - u. 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 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 a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in
Ethawetunuwewa Block, System "L"
DDG/TS/CON/L/IRR/61**

No.	Item Description	Work Description
1	Demolishing cement concrete, Clearing, Ground Preparation and Earth Work in Spillway Construction	Clearing the site, removing existing damaged structures, cleaning debris. Disposals of all waste as directed by the Engineer. Earth Excavation and cutting unsuitable soil, spreading at dump site as directed by the Engineer.
2	Construction of Spillway Structure	Reinforcement Concrete work of spillway, Furnishing and packing rubbles, Earth Filling, Levelling and Compaction of bottom and around the Concrete structures as per drawing and directed by the Engineer.
3	Fixing Handrail	Supplying and fixing handrail per drawing and directed by the Engineer.

E BILLS OF QUANTITIES**SUMMARY**

Bill No.	Description	Amount (LKR)
Bill No. 01	Preliminaries	
Bill No. 02	Civil Works	
A	Sub Total 1 (Bill No. 01 + Bill No. 02)	
B	Provisional Sum	5,516,500.00
C	Sub Total 2 (A - B)	
D	Discounts (if any)% (....% of C)	
E	Sub Total 3 (A - C)	
F	TOTAL without VAT – (Discounted Prices to be transferred to form of Bid) (E)	
TOTAL BID PRICE (AMOUNT IN WORDS)		
G	Provisional Sum - 7% Price Contingencies (7% of F)	
H	VAT- 18 % of Bid Price ($I \times 0.18$)	
GRAND TOTAL INCLUDING VAT (F+G+H)		
VAT Registration No.		

Signature of Bidder:

Seal:

Bill No. 01 - Preliminaries

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Amount in Words
	Insurance, Security bond and Management Services					
1.1	Allow Provisional Sum for providing Security Bonds and Guarantees etc.			Provisional Sum	755,000.00	
1.2	Allow Provisional Sum for providing a Performance Bond.			Provisional Sum	629,000.00	
1.3	Allow Provisional Sum for insurance of Property, Material and Works at Site.			Provisional Sum	377,500.00	
1.4	Allow Provisional Sum for Third Party Insurance.			Provisional Sum	377,500.00	
1.5	Allow Provisional Sum for insurance against Accidents and Injury to Workmen.			Provisional Sum	377,500.00	
1.6	Allow Sum for Employment of Personals for Contract Management Services. Payment based on the actual basis and submission of required documents. (Attendance etc...)			Lump Sum		
1.7	Allow Lump Sum to protect and safeguard the works, materials and plants against damage, trespasses or thief.			Lump Sum		
Total carried to Bill No. 01						

Note: Item Nos. 1.6 and 1.7 will be paid based on percentage of progress.

Bill No. 02 - Civil Works

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
	Demolish Work					
2.1	Cement concrete demolished and debris cleared within the site and existing gates repaired as directed by the engineer	Provisional Sum			1,500,000.00	
	Earth Work					
2.2	Common earth excavation & spoil to waste as per drawing and directed by the Engineer.	m ³	2,178.00			
2.3	Furnishing and Supplying earth and placing as layers, watering & compacting including benching by machinery as per drawing and directed by the Engineer.	m ³	1,920.00			
	Form Work					
2.4	Laminated plywood (12mm thick) shuttering with proper locking arrangements as directed by the Engineer, including dismantling.	m ²	1,151.00			
	Reinforcement					
2.5	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	93,631.00			

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
	Concrete Work					
2.6	Supplying & Laying Gauge 1000 polythene	m ²	1,042.00			
2.7	Cement Concrete Grade C12/15(1:3:6-40mm) mixing by concrete mixer, hoisting, placing in position including vibrating as directed (curing as specified, providing expansion /construction joint etc .,& making good after removal of formwork). Formworks are paid separately.	m ³	74.00			
2.8	Cement Concrete Grade C20/25 (1: 11/2: 3-20mm) mixing by concrete mixer, hoisting, placing in position including vibrating as directed (curing as specified, providing expansion /construction joint etc., & making good after removal of formwork). Formworks are paid separately.	m ³	178.00			
2.9	Cement Concrete Grade C30 (1:1:2-19mm) mixing by concrete mixer, hoisting, placing in position including vibrating as directed (curing as specified, providing expansion /construction joint etc., & making good after removal of formwork). Formworks are paid separately.	m ³	1,221.00			
	Miscellaneous					
2.10	Supplying & laying 225.0 mm width center bulb rubber water stop at construction joints as directed by the Engineer.	m	91.00			
2.11	Providing weep holes as per drawing and directed by the Engineer.	Nos	64.00			

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
2.12	Supplying & applying 2 Coast of hot tar (Bituminous filler or paper 2 mm) for Construction joints	m ²	45.00			
2.13	Furnishing & applying 20mm x 30mm joint sealer at Contraction joints, Master flex 700 or equivalent.	Provisional Sum			500,000.00	
2.14	Dry Rubble Packing using average size of 225 mm Rubble	m ³	94.00			
2.15	Dewatering of the surface and ground water keeping all excavations and working areas free from rain, ground water and percolating water by pumping or otherwise as approved by the Engineer until completion of work.	Provisional Sum			1,000,000.00	
2.16	1000 mm high handrail, with main vertical members of 50 x 50 (2) mm size steel box bars at 1500 mm C/C welded 100 x 100 mm, 6 mm thick steel plate at the bottom of the members and bottom plate to be embedded in concrete or necessary surface with 75 mm long 8 mm anchor bolts with nut. Horizontal members at top and bottom to be 50 x 25 (2) mm welded to vertical members 12 x 12 (1.6) mm size secondary vertical steel box bar members at 100 mm C/C welded to top and bottom of horizontal members parallel to handrail. Rate shall be included one coat of zinc phosphate metal primer and 2 coats of anticorrosive paint, all as per drawing and Engineer's Instruction.	m	42.00			

Item No.	Description	Unit	Qty	Rate (LKR)	Amount (LKR)	Rate in Words
	Testing					
2.17	Casted by Contractor (Cube Test)	Nos	28.00			
2.18	Slump Test	Nos	140.00			
2.19	Field Density Test	Nos	39.00			
2.20	Standard Proctor Compaction Test	Nos	2.00			
Total carried to Bill No. 02						

Section - 9

SCHEDULES

Section 9 - Schedules

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

	Name (Partner 2)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
	Name (Partner 3)		<i>Provide certified copies and label as attachment to Clause 4.1 (a)</i>
	Legal status		
	Place of registration		
	Principle place of business		
	Written power of attorney of the signatory to the Bid	<i>Provide original or certified copy of the power of attorney attested by a Notary and label as attachment to Clause 4.1 (a)</i>	
	VAT Registration Number		
4.2 (a)	<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 – Last 10 years)**

- (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
Year 1 (20....)		<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>
Year 2 (20....)		
Year 3 (20....)		
Year 4 (20....)		
Year 5 (20....)		

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>
Total		

Schedule 4 A - Construction Experience in any Five years within last Ten years

- (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	Employer	Description of Works	Amount	Contractor's Responsibility (%)
		Total		

Provide documentary evidence and label as attachment to Clause 4.2

Schedule 4 B - Similar Experience in last Ten years

Bidder's Legal Name: _____ Date: _____

JV Partner Legal Name: _____ Bidding No.: _____

Page _____ of _____ pages

Similar Contract Number: _____ of _____ <i>(total number of contracts) required.</i>	Information		
Contract Identification	_____		
Award date	_____		
Completion date	_____		
Role in Contract	☐ Contractor	☐ Management Contractor	☐ 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: _____

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

Schedule 5 - Major Items of Construction Equipment Proposed

Type	Capacity

Schedule 6 - Construction Management Staff

A. Key Professionals		
Name	Position	Task
B. Support Staff		
Name	Position	Task

Full-time: _____

Part-time:

Schedule 7 – Time Schedule for Key Staff

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

Full-time: _____

Part-time:

Schedule 8 - Work Programme

Sheet 1 of

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

Schedule 9 - Works in Hand

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

Schedule 10 - Input percentage for Price Adjustment Format

Input Name <i>(Include major materials below the list, together with percentage for all inputs)</i>	ICTAD Reference for Indices	Percentage <i>(Percentages listed should added to 90.0)</i>
	Total	90.0

Section - 10

DRAWINGS

LIST OF DRAWINGS

No.	Topic	Drawing No.
1	Labyrinth Spillway Structure- Nikawewa Left	MASL/SYSL/ST/2026/01
2	Labyrinth Spillway Structure- Nikawewa Left Reinforcement Details	MASL/SYSL/ST/2026/02-I
3	Labyrinth Spillway Structure- Nikawewa Left Reinforcement Details	MASL/SYSL/ST/2026/02-II

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 a Labyrinth Spillway and Repair of Existing Gates for Nikawewa Left 100-Acres Anicut in Ethawetunuwewa Block, System "L"** under Invitation for Bids No. **DDG/TS/CON/L/IRR/61** ("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

AFFIDAVIT

The undersigned bidder or agent, hereby solemnly, sincerely, and truly declares and affirms/makes an oath and states as follows ;

- a) That he/she has not, nor has any other member, representative, or agent of the firm, company, corporation, or partnership representing him/her, entered into any combination, collusion, or similar agreement with any person in connection with the price to be bid;
- b) That he/she or anyone representing him/her has not taken any step whatsoever to prevent any person from bidding, nor to induce anyone to refrain from bidding; and
- c) That this bid is made without reference to any other bid and without any agreement, understanding, or combination with any other person in reference to this bid

He/she further states that no person, firm, or corporation has received or will receive, directly or indirectly, any rebate, fee, gift, commission, or thing of value in connection with the submission of this bid.

The bidder accepts full responsibility for ensuring the absence of collusion and hereby pledges to abide by fair and ethical competition practices throughout the procurement process and fully comply with the applicable Procurement Guidelines.

I hereby affirm, under the penalties for perjury, that all statements made by me in this affidavit are true and correct.

.....
Signature of the Declarant

The foregoing Affidavit having been duly read over and explained by me to the Affirmant above named and he/she having understood the contents therein and admitted to be correct, affirmed and set his/her signature hereto before me on this day of at

BEFORE ME,

.....

JUSTICE OF THE PEACE/COMMISSIONER OF OATHS

.....

Annex - 02**Check List for Bidders**

Bidders are advised to fill in the following table:

ITEM	YES (tick)	REFERENCE
Form of Bid		
Addressed to the Employer?		
Completed?		
Signed?		
Bid Security		
Submitted in the given format?		
Qualification Information		
All relevant information completed?		
Signed?		
Addendum		
Contents of the addendum (if any) taken into account?		
Other		
Affidavit completed as Annex - 01		
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		
BID package		
All the documents given in ITB Clause 12 enclosed in the original and copy?		