



**Mahaweli Consultancy Bureau (Pvt) Ltd.**

# **Request for Proposals**

**Services for Surveying & Demarcation of Conservation Areas  
Belong to the Village Irrigation Systems of Selected Cascades  
in Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar,  
Polonnaruwa & Trincomalee Districts.**

---

## **Bidding Document**

**Contract No: MCB/PMU/PROC/2023/SER/11**

**May 2023**

## Section I. Instructions to Bidders

### A. General

1. Scope of Bid
  1. The Employer, as defined in the Bidding Data, invites bids for the Services, as described in the Appendix A to the Contract. The name and identification number of the Contract is provided in the Bidding Data.
  1. The successful Bidder will be expected to complete the performance of the Services by the Intended Completion Date provided in the Bidding Data.
2. Qualification and Experience of the Bidder
  2. All bidders shall provide in Section III, Forms of Bid and Qualification and Experience Information, a preliminary description of the proposed work method and schedule, including drawings and charts, as necessary.
  2. If stated in the Bidding Data, all bidders shall include the following information and documents with their bids in Section III:
    - (a) List of Services performed for each of the last five years;
    - (c) Experience in Services of a similar nature for each of the last three years, and details of Services under way or contractually committed; and names and address of clients who may be contacted for further information on those contracts;
    - (d) Work plan and methodology.
    - (e) list of major items of equipment proposed to carry out the Contract;
    - (f) qualifications and experience of key staff proposed for the Contract;
    - (g) any other if listed in the Bidding Data.
3. Cost of Bidding
  3. The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible or liable for those costs.
4. Site Visit
  7. The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit and examine the Site of required Services and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the Services. The costs of visiting the Site shall be at the Bidder's own expense.

## B. Bidding Documents

5. 5.1 The set of bidding documents comprises the documents listed below:

Content of  
Bidding  
Documents

### Volume 1

Section I.	Instructions to Bidders
Section IV	Conditions of Contract
Section VII	Forms of Securities

### Volume 1I

Invitation for Bid

Section II	Bidding Data
Section III	Forms of Bid and Qualification Information
Section V	Contract Data
Section VI	Employer's Requirements
Section VII	Activity Schedule

6. Clarification  
of Bidding  
Documents

6.1 A prospective Bidder requiring any clarification of the bidding documents may notify the Employer in writing at the Employer's address indicated in the invitation to bid.

## C. Preparation of Bids

7. Language of  
Bid

7.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Employer shall be written in English Language.

8. Documents  
Comprising  
the Bid

8.1 The Bidder shall submit the Bid under sealed envelopes and shall include original of the following:

- (i) Volume 1 of the Bidding Document
- (ii) Bid security if requested;
- (iii) Duly filled 'A' Schedules, "Qualification and Experience Information";
- (iv) Other information listed in Bidding Data; and
- (v) Any other information, bidder may wish to include
- (vi) Duly filled and signed Price Bid Submission Form;
- (vii) Duly filled Activity Schedules.

8.2 All envelopes/covers shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in Bidding Data; and

9. Bid Prices

- 9.1 The Contract shall be for the Services, as described in the Employer's Requirements, Section VI, based on the priced Activity Schedule submitted by the Bidder.
- 9.2 The Bidder shall fill in rates and prices for all items of the Services described in the in-Employer's Requirements, Section VI and listed in the Activity Schedule, Section VIII. Items for which no rate or price is entered by the Bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Activity Schedule.
- 9.3 All duties, taxes, and other levies payable by the Service Provider under the Contract, or for any other cause, as of the date 28 days prior to the deadline for submission of bids, shall be included in the total Bid price submitted by the Bidder. However, VAT shall be included separately.

10. Currency of Bid and Payment

- 10.1 The price quoted by the Bidder shall be in Sri Lanka Rupees.

11. Bid Validity

- 11.1 Bids shall remain valid for the period specified in the Bidding Data.
- 11.2 In exceptional circumstances, the Employer may request that the bidders extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing. A Bidder may refuse the request without forfeiting the Bid Security (if submitted). A Bidder agreeing to the request will not be required or permitted to otherwise modify the Bid, but will be required to extend the validity of Bid Security (if submitted) for the period of the extension, and in compliance with Clause 12 in all respects.

12. Bid Security

- 12.1 If indicated in the Bidding Data, the Bidder shall furnish, as part of the Bid, a Bid Security, in the amount specified in the Bidding Data and valid till the date specified in the Bidding Data.
- 12.2 If a Bid Security is requested under sub-clause 12.1 above, any bid not accompanied by an acceptable Bid Security shall be rejected by the Employer.

12.3 The Bid Security of unsuccessful bidders will be returned within 28 days of the end of the Bid validity period specified in Sub-Clause 12.1.

12.4 The Bid Security of the successful Bidder will be discharged when the Bidder has signed the Agreement and furnished the required Performance Security (if required).

12.5 The Bid Security may be forfeited:

- (a) if the Bidder withdraws the Bid after Bid opening during the period of Bid validity;
- (b) if the Bidder does not accept the correction of the Bid price, pursuant to Clause 22; or
- (c) in the case of a successful Bidder, if the Bidder fails within the specified time limit to:
  - (i) sign the Contract; or
  - (ii) furnish the required Performance Security (if required).

13. Format and Signing of Bid

13.1 The Bidder shall prepare one original of the documents comprising the Bid as described in Clause 8 of these Instructions to Bidders.

13.2 The original of the Bid shall be typed or written in indelible ink and shall be signed by a person or persons duly authorized to sign on behalf of the Bidder, all pages of the Bid where entries or amendments have been made shall be initialed by the person or persons signing the Bid.

13.3 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person or persons signing the Bid.

**D. Submission of Bids**

14. Sealing and Marking of Bids

14.1 The outer envelope prepared in accordance with sub-clause 8.2 shall:

- (a) be addressed to the Employer at the address provided in the Bidding Data;
- (b) bear the name and identification number of the Contract as defined in the Bidding Data; and
- (c) provide a warning not to open before the specified time and date for Bid opening as defined in the Bidding Data.

14.2 In addition to the identification required in Sub-Clause 14.2, the envelopes shall indicate the name and address of the Bidder to enable the Bid to be returned unopened if required.

14.3 If the envelope is not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Bid.

15. Deadline for Submission of Bids

15.1 Bids shall be delivered to the Employer at the address specified above no later than the time and date specified in the Bidding Data.

15.2 Employer may extend the deadline for submission of bids by issuing an amendment, in which case all rights and obligations of the Parties previously subject to the original deadline will then be subject to the new deadline.

16. Late Bids

16.1 Any Bid received by the Employer after the deadline prescribed in Clause 15 will be returned unopened to the Bidder.

### **E. Bid Opening and Evaluation**

17. Bid Opening

17.1 The Employer will open the envelope in the presence of Bidders' designated representatives who choose to attend, at the time, date, and location stipulated in the Invitation to Bid. The Bidders' representatives who are present shall confirm their attendance by signing the attendance sheet.

17.2 The Bidders' names, the presence (or absence) of Bid security, the presence (or absence) of the Financial Bid and any such other details as the Employer may consider appropriate, will be announced by the Employer at the opening.

1

18. Clarification of Bids

18.1 To assist in the examination, evaluation, and comparison of bids, the Employer may, at the Employer's discretion, request any Bidder for clarification of the Bidder's Bid, including breakdowns of the prices in the Activity Schedule, and other information that the Employer may require. The request for clarification and the response shall be in writing, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the bids in accordance with Clause 22.

19. Examination of Bids and Determination of Responsiveness

19.1 Prior to the detailed evaluation of bids, using the information provided in Envelope, the Employer will determine whether each Bid (a) is accompanied by the required securities (if requested); and (b) is substantially responsive to the requirements of the bidding documents.

19.2 A substantially responsive Bid is one which conforms to all the terms, conditions, and Employer's Requirements of the bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Services; (b) which limits in any substantial way, inconsistent with the bidding documents, the Employer's rights or

the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other bidders presenting substantially responsive bids.

19.3 If a Bid is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

20  
Evaluation of  
Qualification  
and Experience

20.1 The Employer will evaluate and compare only the Bids determined to be substantially responsive in accordance with Clause 19.

20.2 The evaluation of qualifications and experience will be completed prior to any financial bid being opened. The Employer evaluates the Qualification and Experience on the basis of their responsiveness to the Employer's Requirements, applying the evaluation criteria, and point system specified in Sub-Clause 20.3.

20.3 During the evaluation for qualification and experience, the Employer will determine whether the Bidders are qualified and whether work plan and methodology are substantially responsive to the requirements set forth in the Bidding Document. In order to reach such a determination, the Employer will examine the information supplied by the Bidders, and other requirements in the Bidding Document, taking into account the factors and point system outlined in the Bidding Data.:

20.4 Each substantial responsive bid will be given a score as described under sub-clause 20.3. A Bid shall be rejected at this stage if it does not respond to important aspects of the Employer's Requirements or if it fails to achieve an overall minimum of 70 points together with the minimum given against each criterion.

21. Evaluation of Financial Bid
- 21.1 In evaluating the Financial Bid, the Employer will determine for each Bid the Evaluated Bid Price by adjusting the Bid Price as follows:
- a) excluding Provisional Sums and the provision, if any;
  - b) correcting the arithmetical errors in-pursuant to Clause 22.
  - c) making an appropriate adjustment on sound technical and/or financial grounds for any other quantifiable acceptable variations, deviations or alternative offers.
  - d) applying any discounts offered by the Bidder.

21.2 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, alternative offers, and other factors that are in excess of the requirements of the Bidding document shall not be taken into account in Bid evaluation.

22. Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Arithmetical errors will be rectified by the Employer on the following basis: if there is a discrepancy between unit prices and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected; if there is a discrepancy between the amounts in figures and in words, the amount in words will prevail.

22.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the Bidder. If the Bidder does not accept the corrected amount, the Bid will be rejected, and the Bid Security may be forfeited in accordance with Sub-Clause 12.5.

#### **F. Award of Contract**

23. Award Criteria

23.1 Subject to Clause 24, the Employer will award the Contract to the Bidder whose Bid has been determined to be substantially responsive to the bidding documents and who has offered the lowest evaluated Bid price.

24. Employer's Right to Accept any Bid and to Reject any or all Bids

24.1 Notwithstanding Clause 23, the Employer reserves the right to accept or reject any Bid, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Employer's action.

25. Notification of Award and Signing of Agreement

25.1 The Bidder whose Bid has been accepted will be notified in writing, of the award by the Employer prior to expiration of the Bid validity period. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Service Provider in consideration of the Services provided by the Service provider



as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

25.2 The notification of award will constitute the formation of the Contract.

25.3 The Contract, in the form provided in the bidding documents, will incorporate all agreements between the Employer and the successful Bidder.

26.  
Performance  
Security

26.1 If requested in the Bidding Data, within 14 days after receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Employer a Performance Security in the amount and in the form (Bank Guarantee and/or Performance Bond) stipulated in the Bidding Data, denominated in the type and proportions of currencies in the Letter of Acceptance and in accordance with the General Conditions of Contract.

27.  
Advance  
Payment and  
Security

27.1 The Employer will provide an Advance Payment not exceeding 20% of the Contract Price subject to the Service Provider submitting a guarantee acceptable to the Employer.

## Section II - Bidding Data

Clause Ref	Instructions to Bidders
(1.1)	The Employer is <b>CEO, MCB, Ministry of Irrigation.</b>
(1.2)	The name and identification number of the Contract is <b>“Procurement of Services for Surveying and Demarcation of Conservation areas belong to the Village Irrigation Systems (VIS) of selected Cascades in Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee Districts” – MCB/PM/PROC/2023/SER/11</b>
(2.2)	The contract validity period is <b>10 Months.</b> The information required from bidders in Sub-Clause 2.2 is: (i) <b>As per Terms of Ref in Annex “A”.</b>
(8.4)	The address for submission of Proposal is: <b>Chief Executive Officer, Mahaweli Consultancy Bureau (Pvt) Ltd, No. 11. Jawatta Road, Colombo 05</b>
(11.1)	The amount of Bid Security shall be; N/A The Bid Security shall be valid until: <b>N/A</b>
(12.1) <sup>1</sup>	The Employer’s address for the purpose of Proposal submission is <b>Chief Executive Officer, Mahaweli Consultancy Bureau (Pvt) Ltd, No. 11. Jawatta Road, Colombo 05</b>
(14.2)	For identification of the Proposal, the envelopes should indicate: is <b>“Procurement of Services for Surveying and Demarcation of Conservation areas belong to the Village Irrigation Systems (VIS) of selected Cascades in Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee Districts”</b>  Contract: <b>“MCB/PM/PROC/2023/SER/11”</b>  The deadline for submission of Proposal shall be <b>2.00p.m. on 29<sup>th</sup> May 2023.</b>
(20.3)	Criteria for Evaluation of Qualification and Experience will be as per TOR.

**Mandatory Documents-1**  
**Section III. Forms of Proposal, Qualification Information, Letter of**  
**Acceptance, and Contract**

---

**Form of Proposal**

[date]

To: CEO, MCB, **Mahaweli Consultancy Bureau (Pvt) Ltd, No. 11. Jawatta Road, Colombo 05,**

Having examined the bidding documents, we offer to provide the Services for **“Procurement of Services for Surveying and Demarcation of Conservation areas belong to the Village Irrigation Systems (VIS) of selected Cascades in Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee Districts”– “MCB/PM/PROC/2023/SER/11”** in accordance with the Conditions of Contract, Employer’s Requirements, drawings and activity schedule accompanying this Bid for the Contract Price of **[amount in numbers], [amount in words]** or any other sum derived in accordance with the said documents.

This proposal and your written acceptance of it shall constitute a binding Contract between us. We understand that you are not bound to accept the lowest or any Bid you receive.

We hereby confirm that this proposal complies with the validity required by the bidding documents and specified in the Bidding Data.

Authorized Signature: \_\_\_\_\_

Name                      and                      Title                      of                      Signatory:

\_\_\_\_\_

Name of Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

Company Seal:

## Qualification Information

Notes on Form of Qualification Information

The information to be filled in by bidders in the following pages will be used for purposes of bid evaluation as described in the Instructions to Bidders. Attach additional pages as necessary.

Schedule A –Experience in Similar Assignments last three years (Enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information) <i>Either contractor or his employee/stake holder should have this experience and relationship with the company should be clearly indicated.</i>				
Period	Employer	Description of Works	Amount	Contractor’s Responsibility (%)
		<b>Total</b>		

Schedule B – Work Plan and Methodology  
[If requested under ITB clause 20.3 only)  
Qualification and Experience Information Sheet 1 of ....

Should response to all the requirements given in the Employer's Requirements,

Schedule C – Key Staff [If requested under ITB clause 20.3 only] (Enclosed in envelope marked, “Envelope 1 – Qualification and Experience Information)		
Name	Position	Task

Schedule D –Equipment Proposed [If requested under ITB clause 20.3 only] Qualification and Experience Information		
Type	Capacity	Number

Schedule E – Client’s Reference  
[If requested under ITB clause 20.3 only]  
Qualification and Experience Information

ATTACH THE CERTIFICATES GIVEN BY THE CLIENT’S, MAKING REFERENCES ON THE SERVICES EXECUTED  
BY BIDDER

# Letter of Acceptance

[date]

To: [name and address of the Service provider]

This is to notify you that your Proposal dated [date] for providing services [name of the Contract and identification number] for the Contract Price of [amount in numbers and words], as corrected and modified in accordance with the Instructions to Bidders is hereby accepted by us.

You are hereby instructed to proceed with the execution of the said contract for the provision of Services in accordance with the Contract documents.

Authorized Signature: \_\_\_\_\_

Name                      and                      Title                      of                      Signatory:

\_\_\_\_\_

Name of Agency: \_\_\_\_\_



## Form of Contract

This CONTRACT (hereinafter called the "Contract") is made the [day] day of the month of [month], [year], between, on the one hand, [name of Employer] (hereinafter called the "Employer") and, on the other hand, [name of Service Provider] (hereinafter called the "Service Provider").

### WHEREAS

- (a) the Employer has requested the Service Provider to provide certain Services as defined in the Conditions of Contract and Contract Data attached to this Contract (hereinafter called the "Services");
- (b) the Service Provider, having represented to the Employer that they have the required skills, and personnel and resources, have agreed to provide the Services on the terms and conditions set forth in this Contract at a contract price of..... ;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The Conditions of Contract;
  - (b) The Contract Data;
  - (c) The Form of Bid
  - (d) The Priced Activity Schedule
  - (e) The Employer's Requirements
  - (f) The following Appendices: [Note: If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix and on the sheet attached hereto carrying the title of that Appendix.]
    - Appendix A: Description of the Services
    - Appendix B: Schedule of Payments
    - Appendix C: Key Personnel
    - Appendix D: Breakdown of Contract Price
    - Appendix E: Services and Facilities Provided by the Employer
2. The mutual rights and obligations of the Employer and the Service Provider shall be as set forth in the Contract, in particular:
  - (a) The Service Provider shall carry out the Services in accordance with the provisions of the Contract; and
  - (b) the Employer shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of [name of Employer]

---

[Authorized Representative]

For and on behalf of [name of Service Provider]

---

[Authorized Representative]

---

## Section IV. Conditions of Contract

### 1. General Provisions

#### 1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Activity Schedule" is the priced and completed list of items of Services to be performed by the Service Provider forming part of his Bid;
- (d) "Completion Date" means the date of completion of the Services by the Service Provider as certified by the Employer
- (c) "Contract" means the Contract signed by the Parties, to which these Conditions of Contract (CC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- (e) "Employer" means the party who employs the Service Provider
- (f) "Party" means the Employer or the Service Provider, as the case may be, and "Parties" means both of them;
- (g) "Personnel" means persons hired by the Service Provider as employees and assigned to the performance of the Services or any part thereof;
- (h) "Service Provider" is a person or corporate body whose Bid to provide the Services has been accepted by the Employer;
- (i) "Service Provider's Bid" means the completed bidding document submitted by the Service Provider to the Employer
- (j) "Employer's Requirements" means the Employer's Requirements of the service included in the bidding document submitted by the Service Provider to the Employer
- (k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A; and in the Employer's Requirements and Schedule of Activities included in the Service Provider's Bid.

#### 1.2 Applicable Law

The Contract shall be interpreted in accordance with the laws of the Socialist Democratic Republic of Sri Lanka.

- 1.3 Language This Contract has been executed in English Language
- 1.4 Notices Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, to such Party at the address specified in the Contract Data.
- 1.5 Location The Services shall be performed at such locations as are specified in Appendix A, in the Employer's Requirements and, where the location of a particular task is not so specified, at such locations, as the Employer may approve.
- 1.6 Authorized Representatives Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Service Provider may be taken or executed by the officials specified in the Contract Data.

## 2. Commencement, Completion, Modification, and Termination of Contract

- 2.1 Effectiveness of Contract This Contract shall come into effect on the date the Contract is signed by either parties or such other later date as may be stated in the Contract Data.
- 2.2 Starting Date The Service Provider shall start carrying out the Services seven (07) days after the date the Contract becomes effective, or at such other date as may be specified in the Contract Data.
- 2.3 Intended Completion Date and time intervals Unless terminated earlier pursuant to Clause 2.6, the Service Provider shall complete the activities by the Contract validity period, as is specified in the Contract Data. If the Service Provider does not complete the activities by the expected time intervals of the PM (Monthly), it shall be liable to pay liquidated damage as per Sub-Clause 3.8. In this case, the Completion Date will be the date of completion of all activities.
- 2.5 Force Majeure
- 2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.
- 2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

## 2.6 Termination

2.6.1 By the Employer The Employer may terminate this Contract, by not less than thirty (14) days' written notice of termination to the Service Provider, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1 and sixty (28) days' in the case of the event referred to in (f):

- (a) if the Service Providers do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Employer may have subsequently approved in writing;
- (b) if the Service Provider become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Service Provider/s are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Service Provider does not maintain a Performance Security in accordance with Clause 3.9;
- (e) if the Service Provider has delayed the completion of the Services by the number of days for which the maximum amount of liquidated damages can be paid in accordance with Sub-Clause 3.8.1 and the Contract Data.;
- (f) if the Employer, in its sole discretion, decides to terminate this Contract.

2.6.2 By the Service Provider The Service Provider may terminate this Contract, by not less than thirty (30) days' written notice to the Employer, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- (a) if the Employer fails to pay any monies due to the Service Provider pursuant to this Contract and not subject to dispute pursuant to Clause 7 within forty-two (42) days after receiving written notice from the Service Provider that such payment is overdue; or

- (b) if, as the result of Force Majeure, the Service Providers are unable to perform a material portion of the Services for a period of not less than fifty-six (56) days.

2.6.3 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Employer shall make the following payments to the Service Provider:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

- (b) except in the case of termination pursuant to paragraphs (a), (b), (d), (e) of Clause 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

### 3. Obligations of the Service Provider

3.1 General

the Service Providers shall perform the Services in accordance with the Employer's Requirements and the Activity Schedule, and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods.

3.2 The Service Providers

shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Employer, and shall at all times support and safeguard the Employer's legitimate interests in any dealings with Subcontractors or third parties.

3.3 Confidentiality

The Service Providers, their Subcontractors, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Employer or Project, the Services, this Contract, or the Employer's business or operations without the prior written consent of the Employer.

3.4 Service Providers' Actions Requiring Employer's Prior Approval

The Service Providers shall obtain the Employer's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services,
- (b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Subcontractors"),
- (c) changing the Program of activities; and
- (d) any other action that may be specified in the Contract Data.

3.5 Reporting Obligations

The Service Providers shall submit to the Employer the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.6 Documents Prepared by the Service Providers to Be the Property of the Employer

All plans, drawings, Employer’s Requirements, designs, reports, and other documents and software submitted by the Service Providers in accordance with Clause 3.6 shall become and remain the property of the Employer, and the Service Providers shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Employer, together with a detailed inventory thereof. Restrictions about the future use of these documents, if any, shall be specified in the Contract Data.

3.7 Liquidated Damages

3.7.1 Payments of Liquidated Damages

The Service Provider shall pay liquidated damages to the Employer at the rate per day stated in the Contract Data for each day that the Completion Date is later than the Intended Completion Date. The total amount of liquidated damages shall not exceed the amount defined in the Contract Data. The Employer may deduct liquidated damages from payments due to the Service Provider. Payment of liquidated damages shall not affect the Service Provider’s liabilities.

3.7.2 Correction for Overpayment

If the Intended Completion Date is extended after liquidated damages have been paid, the Employer shall correct any overpayment of liquidated damages by the Service Provider by adjusting the next payment certificate. The Service Provider shall be paid interest on the overpayment, calculated from the date of payment to the date of repayment, at the rates specified in Clause 6.5

3.8 Performance Security

The Service Provider shall provide the Performance Security to the Employer no later than the date specified in the Letter of acceptance. The Performance Security shall be issued in an amount and form and by a bank or surety acceptable to the Employer. The performance Security shall be valid until a date 28 days from the Completion Date of the Contract.

4. Service Provider’s Personnel

4.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Service Provider’s Key Personnel are described in Terms of Reference.

4.2 Removal and/or Replacement of Personnel

- (a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Service Provider, it becomes necessary to replace any of the Key Personnel, the Service Provider shall provide as a replacement a person of equivalent or better qualifications.
- (b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a

criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at the Employer's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Employer.

- (c) The Service Provider shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. Obligations of the Employer

### 5.1 Assistance and Exemptions

The Employer shall use its best efforts to ensure that the Government shall provide the Service Provider such assistance and exemptions as specified in the SCC.

### 5.2 Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost of the Services rendered by the Service Provider, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

### 5.3 Services and Facilities

The Employer shall make available to the Service Provider the Services and Facilities listed under Appendix F.

## 6. Payments to the Service Provider

### 6.1 Lump-Sum Remuneration

The Service Provider's remuneration shall not exceed the Contract Price and shall be a fixed lump-sum including all Subcontractors' costs, and all other costs incurred by the Service Providers in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clauses 2.4 and 6.3 .

### 6.2 Contract Price

The Contract Price is set forth in the Contract Data.

### 6.3 Payment for Additional Services, and Performance Incentive Compensation

6.3.1 For the purpose of determining the remuneration due for additional Services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D.

### 6.4 Terms and Conditions of Payment

Payments will be made to the Service Provider and according to the payment schedule stated in the Contract Data. Unless otherwise stated in, the Contract Data, first payment shall be made against the provision by the Service Provider of a bank guarantee for the same amount, and shall be valid for the period stated in the Contract Data. Any other payment shall be made after

the conditions listed in the SCC for such payment have been met, and the Service Provider have submitted an invoice to the Employer specifying the amount due.

6.5 Interest on Delayed Payments

If the Employer has delayed payments beyond fifteen (28) days after the due date stated in the Contract Data, interest shall be paid to the Service Provider for each day of delay at the rate stated in the Contract Data.

## 7. Quality Control

7.1 Identifying Defects

The Employer shall check the Service Provider's performance and notify him of any Defects that are found. Such checking shall not affect the Service Provider's responsibilities.

7.2 Correction of Defects, and Lack of Performance Penalty

- (a) The Employer shall give notice to the Service Provider of any Defects before the end of the Contract. The Defects liability period shall be extended for as long as Defects remain to be corrected.
- (b) Every time notice a Defect is given; the Service Provider shall correct the notified Defect within the length of time specified by the Employer's notice.
- (c) If the Service Provider has not corrected a Defect within the time specified in the Employer's notice, the Employer will assess the cost of having the Defect corrected, the Service Provider will pay this amount, and a Penalty for Lack of Performance calculated as described in clause 3.8.

## 8. Settlement of Disputes

8.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

8.2 Dispute Settlement

8.2.1 Any dispute arises between the Employer and the Service Provider in connection with, or arising out of, the Contract or the provision of the Services, whether during carrying out the Services or after their completion, which was not settled amicably in as with sub clause 8.2.1 above, shall be finally settled by arbitration in accordance with Arbitration Act No 11 of 1995.

8.2.2 The arbitral tribunal shall consist of a sole arbitrator, who shall be appointed in the manner provided under sub clause 8.2.3.

8.2.3 The Party desiring arbitration shall nominate three arbitrators out of which one to be selected by the other Party within 21 Days of the 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 Arbitration Act No 11 of 1995, or any other amendments thereof.



## Section V. Contract Data

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(e)	The contract name is “ <b>Procurement of Services for Surveying and Demarcation of Conservation areas belong to the Village Irrigation Systems (VIS) of selected Cascades in Anuradhapura, Vavuniya, Kurunegala, Puttalam, Mannar, Polonnaruwa and Trincomalee Districts</b> ”– <b>MCB/PM/PROC/2023/SER/11</b>
1.1(h)	The Employer is <b>CEO, MCB, Ministry of Irrigation, 12<sup>th</sup> Floor, 500, T.B.Jayah Mawatha, Colombo 10</b>
1.1(m)	The Member in Charge is <b>CEO,</b>
1.1(p)	The Service Provider is [ insert name]
1.4	The addresses are:  Employer: <b>CEO, Mahaweli Consultancy Bureau (Pvt) Ltd, No. 11. Jawatta Road, Colombo 05</b> <b>Attention:</b> Telex: Facsimile:  Service Provider: Attention: Telex: Facsimile:
1.6	The Authorized Representatives are: For the Employer: <b>Senior Project Engineer &amp; Technical Advisor</b>
2.1	For the Service Provider: _____  The date on which this Contract shall come into effect is ..... <b>2023.</b>

2.2.1	The Starting Date for the commencement of Services is [date].]	.... <b>2023</b>
2.3	The Intended Completion Date is [date].	..... <b>2023</b>
3.5(d)	[ Note: Delete where not applicable ].	
	The other actions are	
3.8	<p>a) The liquidated damage shall be: <b>a sum equivalent to the 0.2 % per each week or part thereof, of the total contract price.</b></p> <p>b) The maximum amount of liquidated damages shall be applied up to a maximum limit of 2 % of the contract price for week for whole activities.</p>	

6.2(a) Payments shall be made as per the clause 7 in section VI (TOR)

**Section VI. Employer's Requirements**  
As per provided Terms of Reference (TOR) below:

**TERMS OF REFERENCE**

**Surveying and Demarcation of Conservation areas belong to the Village Irrigation Systems of selected cascades**

**A. BACKGROUND**

Climate change threatens the sustainability of major development programs implemented by the government of Sri Lanka. Already the impact of climate-related weather anomalies is manifest in reduced agriculture productivity, in crop losses, in flood and landslide related damage to infrastructure and in increased uncertainty for farm-based livelihoods and markets.

In order to address climate change adaptation issues, the (then) Ministry of Mahaweli Development and Environment (MMDE) with the assistance of the United Nations Development Programme, and in collaboration with the Department of National Planning (NPD), Ministry of Irrigation and Water Resource Management (MIWRM), Ministry of Agriculture (MA), Ministry of City Planning and Water Supply and Ministry of Disaster Management, secured financing from the Green Climate Fund (GCF) to implement a 07-year project from 2017 to 2024 aimed at strengthening the resilience of smallholder farmers in the Dry Zone to climate variability and extreme events. The Project will directly benefit 750,000 people living in the three river basins; Mi Oya, Malwathu Oya and Yan Oya, directly through investments in irrigation, drinking water and disaster risk management and further 770,000 people with indirect benefits from the project interventions in capacities and early warning systems. In order to maintain the sustainability of the project outputs, to reduce unnecessary contradictions, the project implementing agency much interested to demarcate the cascade conservation areas.

**B. SCOPE AND OBJECTIVES**

The scope of the work is to provide surveying of tank bed, anicut boundaries and respective command areas in order to identify and demarcate the conservation area precisely. Finally, survey drawings certified by the Survey Department shall be produced. The surveying work should be carried out based on the guidelines approved by the Survey Department of Sri Lanka (*Herein after referred as SD*) at all means.

**C. CONTRACT PERIOD**

The contract period shall be from 01<sup>st</sup> of June 2023 to 30<sup>th</sup> April 2024 consisting of surveying as according to the regulations accepted by Survey Department and Demarcation with the coordination of custodian government agencies (Department of Agrarian Development (DAD), District Secretariat, Divisional Secretariats etc.)

**D. CONTRACTOR'S RESPONSIBILITIES**

The Successful bidder will perform the functions of the "Contractor" for the surveying and demarcation work under Client. The Contractor will report to Head and his nominated representatives of the client. The Contractor shall provide a work program within one week after the award of contract.

The client will issue Criteria, explanatory notes and other instructions to ensure the sustainability of project interventions, from time to time, based on the emerging or unanticipated issues, and the Contractor shall pay due attention to these documents when submitting deliverables. The client shall be consulted before making

important decisions during the work. In addition, the Contractor shall maintain a continuous dialogue with the client, Custodian agencies, and the mandated agency during the process to minimize the errors and issues raised from public.

The Contractor shall be remunerated with reference to the Payment Schedule (Section I- Payment Schedule) on the submission of deliverables, including the reports and drawings completed as per this TOR. Submissions shall conform with the required standards. The final Report shall be based on the recognized criteria which are being followed by the Survey Department related to demarcation.

The Contractor will be expected to organize accommodation and transport on their own to and from the field. The Contractor should provide their own personal computers and will be expected to make good quality reports/drawings and other required documents in English. The duties to be performed are as follows:

## **E. DETAILS OF CONTRACT DUTIES AND RESPONSIBILITIES**

### **1. Surveying and issuance of final drawing**

The duties to be performed are as follows:

- a. Survey the selected cascade including the tank bed, anicut boundaries, and respective command areas. Surveying will be done per the relevant survey department guidelines and specifications.
- b. Establish Minimum 03 Ground Control Points for each cascade and transfer MSL elevation from the nearest Survey Department Benchmark.
- c. Establish at least two (02) Bench Marks for each Tank in the cascade
- d. Get the survey (reservations and ground control points including the MSL elevation) validated from the Survey Department
- e. Bi-weekly progress reports as per the instructions of the Client.
- f. Obtain the consent/ recommendations for the work from the respective government entity for the completed work.
- g. Issue all the drawings with the certification of Survey Department.

The surveys shall be carried out as per the guidelines and specifications listed herein for such work. The decisions taken at ratification meetings shall be adopted to the work. Technical advice shall be provided by the project Technical Team.

### **2. Demarcation**

The boundary markers shall be installed by Contractor at approved locations based on the survey output. The duties to be performed are as follows:

- a. Carry out work as per the construction programs submitted by the Contractor.
- b. Setting out and demarcation works according to construction standards and specifications are maintained throughout the construction.
- c. Health and safety standards and social and environmental safeguards in construction shall be maintained.
- d. Provide inputs to the project to redress grievances and resolve conflicts that arise from the construction work.
- e. Periodically report the progress as per the instructions of the Client.
- f. Record complaints relevant to the demarcation works per each tank/ anicut.

The surveying and demarcation shall be carried out as per the specifications and instruction manuals provided by the Client. The decisions taken at ratification meetings shall be attended to.

## F. WORK PLAN FOR THE OUT-PUTS

Surveying, Demarcation and Issuance of Survey Department certified drawings are the main scopes of this work.

### 1) Surveying and Issuance of Final Certified Drawings

Work plan to be implemented by the Contractor for the Surveying, CAD drafting the points of the boundaries of minor Irrigation Tank bed, Anicuts and command areas in the selected Village Irrigation Cascades are as follows:

**Activities:**

#### Activity Plan

Activities	Output
1. Surveys and investigations; <ol style="list-style-type: none"> <li>Establishment of Ground Control Points and Bench Marks</li> <li>Tank bed topographic survey</li> <li>Command area survey including feeder/link/spill approach and tail/irrigation supply canals and downstream reservation of the Tank bund. Survey of the feeder canal shall extend to the HFL of the downstream tank.</li> <li>Map catchment area showing <i>Kattakaduwa</i>, FSL, HFL and BTL</li> <li>Physically demarcate HFL of the tank.</li> <li>Survey of Anicut boundary and command area</li> <li>Prepare drawings of the survey output</li> </ol>	Report per tank containing control points, benchmarks with their respective levels, groundwater monitoring network's levels, levelling sheets, field books, location maps and drawings as per specification together with appropriate diagrams and photos. Drawings shall include cascade layout maps, cascade layout schematic, contour maps, plans of the structures, maps supporting the demarcation of FSL, HFL etc.
2. Participation in ratification meetings	Presentation of the designs to the stakeholders. A list of works shall be submitted <b>in local languages</b>
3. Prepare and submit the soft/hard copies of detailed drawing required to maintain the records of demarcation	Documents as per the approved Client's formats

## 2. Technical Specifications for Surveying work and Boundary Markers

### 1. Expected Outputs

The expected outputs are as follows:

- Details of spills, spill approaches, sluices and other structures including sill/crest level, FSL, HFL, reservations, *Kattakaduwa*, sluice opening sizes, slopes, cross-sections, as appropriate
- Other maps, drawings and reports as per the Terms of Reference relevant to this work

### 2. Specifications

The specification mentioned below is briefing the Client requirement in order to register the conservation

boundaries in the SD's legal register and demarcation at the site. If any contradiction found between the Departmental Survey Regulation issued by the SD and the Client regulations, it shall be immediately referred to attention of Client and it is the responsibility of the Contractor to follow the latest Departmental Survey Regulations.

**a) General requirements**

- i. It is necessary to submit Documents and Sketches in standard format for BenchMarks & Temporary Bench Marks, including coordinates.
- ii. All horizontal control points/ reference points/ benchmarks shall be tied to the National Grid (SLD 99). All levels shall be with respect to mean sea level (m MSL).
- iii. Soft copies of all outputs of surveys should be submitted in AutoCAD 2013 format or later version, and in MS Excel.
- iv. At the end of the surveying period, the Contractor shall submit Survey Department-certified final drawings, a report on the works completed (list of works).

**b) Tank Bund (if needed only)**

**Longitudinal Section & Cross Section Intervals (if needed only):**

Longitudinal Section at 25m intervals or at changes of sloping along the centre line and up to 0.6m above the Bund top level (BTL). Cross Sections at either 25m or 50m intervals (shall be directed by the Client) and at every change of slopes, at 2m intervals and 8m away from the toe of the existing Embankment.

**Cross Section Length & Direction (if needed only):**

Bund base width + 10 m on both U/S and D/S normal to the Centre line.

Cross Section Spot Heights:

At 5 m intervals and at changes of slopes within the interval. The levels may be sufficient to define the bund profile including the bund top width and upstream and downstream toes.

**Details to be covered:**

Rock outcrops, roads, footpaths, outlets and structures, boundaries of private lands and buildings etc.

**Traverse:**

Along the Centre Line of the bund.

**Bench Marks:**

At 1 km intervals and close to the LB and RB ends of the bund at locations unlikely to be disturbed by construction work

**Accuracy of Survey:**

The survey shall be done by "Total Station" or better Instrument. Levelling shall be done by "Engineer's Level" or better Instrument.

**Drawing:**

C.Ss in Natural Scale of 1:100

L.Ss in 1:100 Vertical & 1:1000 Horizontal 1: 1000 for plan

Drawing setup to be adjusted to include Contour map highlighting the necessary features in A1 size paper or as directed by the Client.

The drawing shall show in plan all features surveyed and levelled, give values of spot levels taken at specified intervals and additional spot levels taken for the definition of other features. Soft copies shall be submitted to AUTOCAD 2013 or later version

**c) Command area Engineering Survey**

Spot height at 25x25 m or 25x50 m interval or by photogrammetric (survey grade) drone with 80% overlap stereo imagery and accuracy control by ground control points and contours at 0.2m interval

**d) Detailed Site Surveys at specified locations of interest****Grids and Spot Height:**

The survey shall be carried out with the Grid Lines at 5 m intervals along and perpendicular to the baseline and covering the area specified. Spot Levels shall be taken at grids and at changes of ground slope within the grids and should extend to the nearest CS of the bund or canal as applicable.

**Details to be covered:**

Rock outcrops, Streams/drainage lines, roads, footpaths, culverts/bridges, dilapidated structures, boundaries of private lands and buildings etc. shall be marked on the Plan. Opening sizes and gate sizes of water conveyance and control structures shall be provided. Levels shall be taken at banks and beds of streams, upstream and downstream sills of the sluices, approach canal bed, crest, downstream sill and bed and banks of the spill tail canal, breach sites etc.

**Drawing:**

Site Surveys in Natural Scale of 1:1000

The drawing shall show, in plan, all features surveyed and levelled. Give values of spot levels taken at Grid Points and other additional spot levels taken for the definition of other features. Contours shall be drawn at 500 mm intervals or as directed by the Client.

Hard copies to be produced in A1 size; Soft copies shall be to AUTOCAD 2013 or later version

**e) Specifications for surveying the Tank Bed (If specified only)**

Spot height at 25x25 m or 25x50 m interval or by Photogrammetric (Survey grade) drone with 80% overlap stereo imagery & accuracy control by ground control points, to generate either 0.25 or 0.30 m contour lines.

- i. Details to be covered in the survey: Rock outcrops, Streams/drainage lines, roads, footpaths, trees and scrub and other details relevant to silt removal shall be marked on the plan
- ii. It is necessary to submit Documents and Sketches in standard format for Bench Marks & Temporary Bench Marks, including coordinates.
- iii. Soft copies of all surveys such as site surveys should be submitted in AutoCAD 2013 format or later

version, and the relevant data such as levels in MS Excel

iv. Drawings: Plan 1:1000

#### **f) General Specifications**

- Required accuracy for elevation – (Benchmarks) - 1 cm
- Elevation for spot height – 5cm for Northing and Easting – 5cm
- Land marking should be done with either standard concrete
- Minimum three permanent ground control points (GCP) should be established at tertiary level accuracy and value should be given with tie measurements.

##### **i. Instruments Accuracy of Survey**

The survey shall be done by “Total Station” or better Instrument. Levelling shall be done by “Engineer’s Level” or better Instrument.

ii. **Drawing scales:** as specified in respective above sections

##### **iii. Benchmarks**

- Close to each end of the centerline of the bund
- On a structure or as appropriate
- Size of the Benchmark: as per the specifications of the Survey Department

##### **iv. Submission of Drawings and other documents**

- All measurements given shall be in metric units.
- All printed copies shall be produced as colored copies and in A1 size unless otherwise stated
- Soft copies of drawings shall be in AutoCAD 2013 format or later.
- Soft copies of Leveling sheets shall be in MS Excel
- All documents shall be certified by the Survey Department
- Submissions shall conform to the formats and check-lists provided by the client

##### **v. Other relevant Specifications**

Sizes of Bench Marks, pickets, Ground Control Points, the accuracy of traverses and levelling, fieldwork and recording and adjustments to the specifications for surveying with Total Stations shall be in accordance with the “Departmental Survey Regulations, Sixth Edition” issued by the Surveyor General, Sri Lanka Survey Department. For deciding the reservations, instructions contained in “Cultivation Meetings and Maintenance of Minor Irrigation” by the Department of Agrarian Development and the relevant regulations contained in Land related legislation and Departmental Survey Regulations may be used.

## **2) Boundary Demarcation and Issuance of Final Certified Drawings**

The work shall be carried out with reference to the specifications, guidelines and procedures laid down by the client. Demarcation of conservation areas by concrete post (As per the drawing Section H):

1. High flood level at 250 ft interval or as directed by DAD
2. Tank Bund downstream at 250 ft interval or as directed by DAD
3. Boundary of Kattakaduwa at 250 ft interval or as directed by DAD

In addition to the tank boundary and command area demarcation, Anicut boundary and command area demarcation shall also be carried out using concrete posts (As per the drawing section H).

The Contractor shall carry out the Boundary markers installation as per the guidelines and specifications of respective Departments/ Custodian Agencies.

At the end of the demarcation period, the Contractor shall submit Survey Department-certified final drawings, a report on the works completed (list of works), any changes to the original design during the construction period and the reasons for such changes, and any technically feasible requests by the custodian to improve the performance of the cascade which were not taken up by the project due to being outside the scope of the Project as per a given format.

#### Activities

Activity	Output
1. Setting out the points relevant to the installation of demarcation post (As per the drawings provided in due course)	install the Demarcation posts
2. Preparation and timely submission of as-built plans drawings as well as final reports by Contractors	As-built plans and final Survey Department certified drawings per tank
3. Civil works Contractors' Work completion certificates for consideration by Client	Work completion reports

Contractor shall submit all the soft copies of the drawings and 2 sets of A1 size finalized drawings with Survey Department certification for each tank/ anicut.

#### G. PROPOSED MINIMUM RESOURCE REQUIREMENT

Contractor shall submit the proposal of resource requirement for the boundary demarcation in all 20 cascades for the approval of.

#### H. DEMARCATION POST

Installation details including sketches with dimensions of the demarcation post will be provided later.

#### I. PAYMENT SCHEDULE

Installment	Activity	Time frame
20%	Advanced Payment 20% on issuance of Letter of Acceptance	Within two weeks
30%	On completion of tank bund survey, tank bund LS and CS, Establishment of 3 ground control point for each tank.	Within 21 days after the submission
30%	On final submission of hard copies of Survey Department certified drawings	Within 21 days after the submission
20%	After successful completion of demarcation (as built drawings should be submitted with the certification of relevant custodian agencies.)	Within 60 days after the submission

Note for Provisional Sum – Contractor has to get prior approval from the client for any expenditure under the Provisional Sum. The claim of the approved amount may be added to the bills after completion of the works.



**Annex B Form: Performance Bank Guarantee (Unconditional)**

To: [name and address of Employer]

Whereas [name and address of Service Provider] (hereinafter called “the Service Provider”) has undertaken, in pursuance of Contract No. [number] dated [date] to execute [name of Contract and brief description of Services] (hereinafter called “the Contract”);

And whereas it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

And whereas we have agreed to give the Service Provider such a Bank Guarantee;

Now therefore we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider, up to a total of [amount of Guarantee] [amount in words], such sum being payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.

This Guarantee shall be valid until a date 28 days from the date of issue of the Certificate of Completion.

Signature and seal of the Guarantor \_\_\_\_\_

Name of Bank \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_