

# MINISTRY OF URBAN DEVELOPMENT, CONSTRUCTION AND HOUSING



## SRI LANKA LAND DEVELOPMENT CORPORATION

# **CALLING PROPOSALS**

FOR

# OPERATING BOAT SERVICES IN SELECTED LAKES AND CANALS IN COLOMBO AREA

**Proposal Submission Deadline** 

Date : 20. 12. 2024

Time : 13.30.00 hrs.

Sri Lanka Land Development Corporation No. 3, Sri Jayawardanapura Mawatha, Welikada, Rajagiriya Telephone: 011-2866832

December 2024

## **Instructions for Proponents**

# MINISTRY OF URBAN DEVELOPMENT, CONSTRUCTION AND HOUSING SRI LANKA LAND DEVELOPMENT CORPORATION

#### Operating Boat Services in Selected Lakes and Canals in Colombo Area

The Chairman – Procurement Committee, Sri Lanka Land Development Corporation (SLLDC) under the Ministry of Urban Development, Construction and Housing intends to invite sealed proposals from eligible and qualified proponents to indicate their interest Operating Boat Services in Selected Lakes and Canals in Colombo Area

#### Scope

- (i) Proponents may submit proposals for operating boat services in selected lakes and canals in Colombo area.
- (ii) Proponents shall invest, operate and maintain the boats/vessels and temporary jetties which are used for the service.
- (iii) The security of boats and jetties is the sole responsibility of the proponent. SLLDC shall bear no liability in this regard.
- (iv) The contract period shall vary based on the location and proposal and may be extended at the discretion of SLLDC.
- (v) Shall comply with safety regulations and accessibility standards for all age groups.
- (vi) Proponents shall deploy the necessary human resources including a certified lifesaving officer and other resources including firefighting equipment and all passenger safety equipment (such as life jackets etc.).

Interested parties may obtain further information from;

Planning & Business Development Division,

Sri Lanka Land Development Corporation (SLLDC),

No. 03, Sri Jayawardenapura Mawatha,

Welikada, Rajagiriya.

Tel: 011-2871167, 011-2861170, 071-0387168

E-mail: <a href="mailto:pbd@sllrdc.lk">pbd@sllrdc.lk</a>

1. A complete set of Document (outlining the locations of the water bodies and conditions) in English language may be purchased by interested Proponents on the submission of a written application to Deputy General Manager (Supplies), Sri Lanka Land Development Corporation, No. 03, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya, during 9.00 hrs to 15.00 hrs from 06.12.2024 up to 19.12.2024 in official working days upon payment of non-refundable fee of Rs.1,000/=. The method of payment shall be only in cash.

2. Proposals shall be delivered to the following address on or before 13.30 hrs on 20.12.2024.

Chairman – Procurement Committee, Sri Lanka Land Development Corporation, No. 03, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya.

- 3. The Procurement Committee of SLLDC reserves the right to accept or reject any proposal, annul the process, or reject all proposals at any stage without liability or obligation to provide reasons to the proponents.
- 4. The Proponents are advised to visit and examine the location and its surroundings prior to submission of the proposal. The costs of visiting the location shall be at the proponent's own expense.
- 5. Proponents shall bear all costs associated with the preparation and submission of its proposal, and SLLDC shall no case be responsible for those costs.



### **SECTION I - CONTRACT DATA**

#### 1. Definitions

Employer: General Manager, Sri Lanka Land Development Corporation Address: No.3, Sri Jayawardenapura Mawatha, Welikada, Rajagiriya The Works consists of: Operating Boat Services In Selected Lakes And Canals In Colombo Area

#### 2. Qualification Criteria

Preferable if the Proponents shall have a valid business registration related to similar activities.

#### 3. Documents to be submitted:

- All statutory approvals and certificates necessary for the running of boats in inland water bodies.
- Details of crew of the boat
- Boat registration documents etc.
- Valid certification for the boat operator by a responsible Authority to operate the boat.
- An insurance scheme shall be produced to ensure the safety of passengers, crew, the boat, and any third parties. Additionally, it should indemnify SLLDC and any third parties against any damages arising from this operation.

#### 4. Approved Rates

Total Rate = Rate for the boat operation + Rate for jetties

#### • Rates for Boat Operation

 Rate of a boat depends on the length of the boat and the engine/motor capacity.

#### Rate for boat operation

= Rate applicable for boat length + Rate applicable for engine/motor capacity

Comm	ercial Purpose/Personal u	se
Class	Length Overall	Monthly Rate (Rs.) (Inc. VAT)
I	0-10'	10,000.00
II	10.1'-16'	15,000.00
III	16.1'-26'	20,000.00
IV	26.1'-40'	25,000.00
V	40.1'-65'	40,000.00
VI	>65'	By studying the proposal
	+	
	<b>Engine/ Motor Capacity</b>	
I	Up to 25 Hp	5,000.00
II	26-39 Hp	6,000.00
III	40-59Нр	7,500.00
IV	60-79HP	10,000.00
v	Above 80 Hp	By studying the proposal and boat type

#### Rates for letties

- o Solely temporary jetties are permitted they must be removable at any given time as per the requirement of SLLDC.
- If the location requested by the proponent is not permitted, SLLDC reserves the right to change the jetty location.
- Extension of jetties towards the canal is permitted only when there is a significant level difference between the top level of the canal bank and water level.
- o Construction of jetties within the water body is restricted in sections where the canal is significantly narrow.
- Rates for jetty construction are categorized based on whether the jetty is located on canal reservation or within the water body and whether the canal reservation belongs to SLLDC.
- o Plan area of the jetty is considered for calculating the rate.

- o In cases where a jetty utilized both reservation and the water body (unless a ladder/ staircase to the water body), minimum charges will be based on the rate for "within the water body" stated in below table and rest of the area will be based on the additional rate for canal reservation depicted in the below table.
- o In cases where the jetty is at the canal reservation and there is only a ladder/ staircase to the water body, minimum charges will be based on the rate for "canal reservation" stated in the below table and rate for the plan area of the ladder/ staircase will be based on the additional rate for "within the water body" categorized in below table.

Area of the Jetty	Annual Rate (Rs.) (Inc. VAT)				
	Can	Within the			
	Acquired	Not Acquired	Water Body		
Minimum charge (Up to 10m²)	20,150.00	10,075.00	40,300.00		
Additional for each 1m <sup>2</sup>	2,500.00	1,250.00	4,500.00		

SLLDC has right to revise the above rates based on the scope of the proposals.

#### 5. Mechanism of payment

Initial monthly payment shall be made before commencement of operation not later than seven (07) days from approval received from SLLDC

Proponent shall make subsequent payments monthly basis on or before 14th day of each month (payment due date).

Proponents shall make payments for the jetties and the refundable deposit within seven (07) days after receiving the Approval of SLLDC.

#### 6. Refundable Deposit

Proponent shall submit a Refundable Deposit within seven (07) days after receiving the Approval. Amount of refundable deposit shall be equivalent to two (02) months monthly rate.

It may be a cash bond or a security in the form of Bank Guarantee from a licensed commercial bank operating in Sri Lanka and approved by the Central Bank of Sri Lanka. This Bank Guarantee shall be irrevocable and unconditionally encashable upon the first written Demand from the Employer. Such Bank Guarantee shall be valid up to a period mention in Letter of Award.

If the refundable deposit is a cash Bond, Proponent shall pay the amount to the cashier at SLLDC head office at Rajagiriya.

The Refundable deposit shall be released after the end of Contract Period after deducting for damages to the property. (if any).

If SLLDC shall extend the contract period, validity period of Refundable deposit shall be extended as per the extended contract period.

The SLLDC holds the right to forfeit this deposit either <u>at least one</u> of following circumstances occurs.

- (I) If the proponent withdraws from the operation within the contract period after Approvals.
- (II) If the Proponent violates Terms and Conditions stated in terms and conditions mentioned Contract
- (III) At the termination of the Contract any damages to the property of SLLDC for which the Proponent is responsible, this security deposit shall be used to recover the cost of such damages.

#### 7. Locations of Water Bodies

Refer the annex 01 & 02 – locations of water bodies for the recreational activities / transport services.

#### 8. Boat Types and Specifications

Pontoon boats	Speed boats	Houseboats
Deck boats	Paddle boats	Personal watercrafts
Catamaran boats	• Motorboats	Kayaking boats

Not all types of boats mentioned above may be suitable for every water body. SLLDC shall determine whether the boat types proposed by the proponents are appropriate for the specific water body.

#### 9. Terms and Conditions

- 1. If SLLDC decides to terminate the Contract due to any violation of Terms and Conditions, due illegal activities by the proponent, on occurrence of a major accident, or if SLLDC chooses not to renew the contract after the contract period, SLLDC shall not be responsible for any costs/investment incurred by the proponent. Additionally, the proponent shall not claim any expenses related to the boat services from SLLDC. Further, if the proponent fails to pay the monthly payments even after 30 days from the payment due date, SLLDC holds the authority to terminate the contract and to forfeit the Security Deposit.
- 2. A penalty of Rs.5,000/- will be charged for dishonored cheques.

- 3. The proponent shall make arrangement to supply all utility requirement to the location of the proponent's own cost. SLLDC only facilitate to obtain such connection.
- 4. At the termination, due monthly rental, utility bills (if any) and wear and tear expenses shall be settled by the Proponent.
- 5. Proponent is subject to an Agreement with SLLDC soon after issue of Letter of Acceptance.
- 6. Proponent shall obtain All Risk Insurance Policy coverage with every aspect for the boat service including safety of the passengers and boat and shall indemnify SLLDC or any third parties liable for any damage caused by the operation. Minimum coverage for shall be as follows:

A death or permanent total disability	Rs. 1,000,000.00		
Permanent partial disability	Rs.	500,000.00	
Temporary total disability	Rs.	250,000.00	
Temporary partial disability	Rs.	100,000.00	

Proponent shall submit the insurance policy coverage certificate to SLLDC prior to the commencement of operations.

- 7. SLLDC shall not be responsible for any animal threats/attacks. Proponent shall cover such incidents in the Insurance Policy Coverage.
- 8. Proponent shall be liable for any damages caused to the demised premises. Any such damage caused shall be estimated by the Site Engineer of SLLDC and shall be informed to the Proponent. The Proponents are bound to pay such estimated damage to SLLDC.
- 9. Proponent shall use the premises exclusively limited for the purpose which it is leased.
- 10. The proponent shall be responsible for the safety and security of the boats and jetties. SLLDC shall have no liability in this regard.
- 11. Operation of the boats and operational time shall be varied according to the location of the water body and the purpose of the boat service.

- 12. Proponents shall obtain and submit all statutory approvals and certificates necessary for the operations of boats of aforementioned nature in inland water bodies as per the laws in force in Sri Lanka.
- 13. Documents certifying the ownership of boats shall be submitted.
- 14. Details of crew of the boat, boat registration documents etc. and approvals from relevant authorities (if any) shall be submitted.
- 15. The boat operator shall have a valid certification by responsible Authority to operate the boat.
- 16. Proponents shall deploy the necessary human resources including a certified lifesaving officer and other resources including firefighting equipment, communication equipment and all passenger safety equipment (such as life jackets, fully stocked First Aid Box etc.).
- 17. The maximum boat speed shall vary with the location. SLLDC shall decide the maximum speed of boats at specific locations.
- 18. Proponents shall construct the temporary jetty/s with the consent of SLLDC. Boats can be berthed only at the specified jetty. Detailed drawing of the jetty/s shall be submitted to SLLDC for approval, before construction.
- 19. Proponents shall be responsible for any third-party complaints/damages received due to the proposed activity. If any legal issue arises, Proponents shall bear all the responsibilities regarding the damages or compensation related to it, and SLLDC has no any responsibility/liability.
- 20. The sale or consumption of liquor is strictly prohibited unless prior approval is obtained from the relevant authorities. Copies of such approvals must be submitted to SLLDC before initiating any such activities.
- 21. Proponents shall make sure no impact to the water quality of the canal, not to dispose waste to water body. Discharge of effluent/oil in to the water body is strictly prohibited.
- 22. Proponents shall not expect SLLDC to clean and maintain the water bodies.
- 23. Single proponent shall not have the sole right to use the permitted area and other recreational service providers/ boat operators too shall use the same.
- 24. SLLDC shall conduct other recreational activities/ events or similar activities at the demised area and proponents shall not obstruct any such activity.

- 25. Proponents shall not be permitted to sub-let or sub lease the premises to any third party.
- 26. Proponents shall only permit to establish temporary jetties, and it shall be removable at any given time as per the requirement of SLLDC.
- 27. SLLDC reserves the authority to negotiate with proponents regarding their proposals and to modify locations if necessary.
- 28. SLLDC shall apply or remove conditions when necessary.
- 29. All activities which the proponent intends to do shall be included in the proposal.



## **SECTION II- TECHNICAL SPECIFICATIONS**

No.	Description	Proponent's Specification	Remarks		
		Yes/No			
		Specification			
1.	Location/s				
2	Boat Details				
2.1	Type of Boat service (Transport/				
	Recreational etc)				
2.2	Type of Boat				
2.3	No of Boats				
2.4	Length of the boat (Ft)				
2.5	Engine/ Motor Capacity (Hp)				
2.6	Passenger Capacity (No.)				
2.7	Average Speed (Kmph)				
3	Jetty				
3.1	Area of the Jetty (m²)				
3.2	Location of jetty (Within the				
	water body/ canal reservation)				
3.3	Type of the material				

#### Note:

- I. Detailed proposal for the boat service shall be submitted along with this document.
- II. Further a safety certification for boat service is required from the proponent before commencement.

Signature and the seal of the Proponent	:	
Name	:	
Date	:	

#### FORM OF PROPOSAL

Proposal For Operating Boat Services in Selected Lakes and Canals in Colombo Area

General Manager, Sri Lanka Land Development Corporation, No 03, Sri Jayawardenapura Mawatha, Welikada Rajagiriya.

Gentleman,

We acknowledge that the Contract Data, Proposal Brief, and all relevant Forms shall be part of our Proposal. Furthermore, I understand that SLLDC holds the sole right to negotiate with me regarding my proposal or to accept or reject it.

We understand that SLLDC can accommodate more than one proposal to any water body

We acknowledge that if selected, the leased property shall not be sublet or used for any illegal activity. We understand that the contract shall be terminated if we are found responsible for such activities.

Dated this								
authorized	to	sign	proposal	for	and	on	behalf	of
	(I	N BLOCK	CAPITALS)					
Signature	:							
Name	:				•••••			
Designation	:		,					
Address	:							
Witness	:	• • • • • • • • • • • • • • • • • • • •		• • • • • • • • • • • • • • • • • • • •				



