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BANGLADESH INLAND WATER TRANSPORT AUTHORITY
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No: 18.11.0000.311.14.075.2021.2674

Date:01/04/2021

Corrigendum-I

Name of the Tender: Procurement of 01 (one) No. Trailing Suction Hopper Dredger (Hopper capacity 2000 m³/hr) with spare parts.

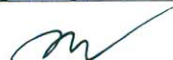
Invitation for Tender No-18.11.0000.311.14.075.2021/2255, Issued on: 27-01-2021

The following modification/correction for 01 (one) No. Trailing Suction Hopper Dredger (Hopper capacity 2000 m³/hr) with spare parts will be as follows:

Corrigendum-I

Sl. No	Tender Clause No.	Proposed Amendment	Modification/Correction
1.	Section-3 (General Conditions of contract) GCC clause 29.2 (Page no: 48)	GCC 26 & 28: If Builder has to pay the local cost (including import duties), it is to be indicated by BIWTA how much (percentage) such will be. Builder cannot run the risk of mis calculating this figure. Any loss of or difference in these costs should not be the risk for the Builder.	All taxes and duties shall be paid as per GCC clause 29.2 as specified in Tender document (Page no: 48). The GCC clause 29.2 says: "For Goods manufactured outside Bangladesh, the Supplier shall be entirely responsible for all taxes, duties and other such levies imposed outside Bangladesh."
2.	Section 4 (Particular Conditions of Contract) GCC clause 27.1d(i) (Page no: 62-63)	GCC 27.1: Kooiman first has to design the complete ship and have the design class approved. The hull building must have been started and a block of say 20tons must be ready as a condition to receive the 1 st payment. However, the design can only be made involving a lot of information of suppliers to be delivering their equipment. These suppliers must have received our purchase order and related down payments well in advance, to enable them to do their designing process as well. As such, Kooiman will have to committing herself for about 80% of the contract value without having received any payment. For ship building contracts, where a vessel must be newly designed, costs to be made by the shipyard should keep pace with the payments received. This implies that a down payment of say 15% should take place on signing the contract and a second 15% payment	Please see the corrections of serial no 22 that will meet up this requirement.

		should follow at keel laying. With such payments the fourth instalment can be reduced to 20%.	
3.	Section 4 (Particular Conditions of Contract) GCC clause 27.1d(ii) (Page no: 63)	GCC 27.1d(ii)–90% payment of spare parts to be paid upon departure of the vessel with these spare parts on board from Supplier’s shipyard. The remaining 10% to be paid upon final checking at the port of destination.	GCC 27.1d(ii) shall be replaced as follows: <u>(ii) Spare parts for Trailing Suction Hopper dredger:</u> 1st Stage 80 (Eighty) percent of the Contract Price of the concerned goods shall be paid within 30 (Thirty) days upon presentation of Supplier’s invoice with relevant certificates/documents as per clause GCC clause 32.1 towards inspection of Spare Parts of trailing suction hopper dredger at the factory of manufacturer yard (s) which shall be supported by inspection certificates issued by the Purchaser’s representative (s) and upon submission of Shipping documents. The inspection team for test-trail shall be responsible for both conduction of test-trail and inspection of spare parts. 2nd Stage 20 (twenty) percent of the Contract Price of the goods shall be paid within 30 (thirty) days of issuance of Final Acceptance Certificate issued by the Purchaser’s representative upon presentation of Supplier’s invoice and on submission of certificates/ documents as per Clause GCC 23.2 of PCC.
4.	Section 4 (Particular Conditions of Contract) GCC clause 27.1d (iii.b) (Page no: 64)	GCC 27.1d (iii.b) The Classification society will not be prepared to check spare parts. This either should be done by an authorized representative of Purchaser or by an independent inspection society.	Please see the corrections of serial no 03 that will meet up this requirement.
5.	Section-3 (General Conditions of contract) GCC clause 29.2 (Page no: 48)	GCC 29.2: If Builder has to pay the VAT, it is to be indicated by BIWTA how much (percentage) such will be. Builder cannot run the risk of mis calculating this figure. Any loss of or difference in these costs should not be the risk for the Builder.	VAT shall be paid as per GCC clause 29.2 as specified in Tender document. Local agent can assist the manufacturer/ builder in his regard.
6.	Section 4	GCC32.1a–1 st Stage Inspection is related to the 2nd stage payment /	The wording '1 st stage inspection', '2 nd stage inspection' and '3 rd stage inspection'



	(Particular Conditions of Contract) GCC clause 32.1 (Page no: 65)	2ndStage Inspection is related to the 3rd stage payment / 3rd Stage Inspection is related to the 4th stage payment.	of GCC clause 32.1a shall be replaced by 'Inspection for 3 rd stage payment', 'Inspection for 4 th stage payment', 'Inspection for 5 th stage payment' respectively.
7.	Section 4 (Particular Conditions of Contract) GCC clause 32.1 (Page no: 65)	GCC 32.1: The Vessel as well as the machineries to be installed will be designed and built under the control and supervision of the Classification Society. Additional inspections with a number of Owner's people, including the longer terms inspections may be critically looked at. Suppliers will calculate substantial costs, not knowing exactly what level/class of travelling, accommodation, etc. is to be expected and as such be added to the cost of the vessel. However, should (part of) above mentioned visits be cancelled, it is recommended to send one or two chief engineers during starting up and HAT /SAT of the installations on board to familiarize with the installations;	“Other than the above inspections, the purchaser shall depute 02(two) technical personnel in 02 (two) stages during construction work. Duration of staying in each stage shall be 10 (ten) days excluding traveling & transit time. The stages shall be fixed according to the importance of construction work and upon discussion with the supplier. All expenses for these inspections including travel, food, boarding, etc. shall be borne by the Supplier.” The other conditions of foreign inspection shall remain unchanged.
8.	Section 4 (Particular Conditions of Contract) GCC clause 35.1 (Page no: 65-66)	GCC 35.1: The supplier in principle will do everything within his power to realize the agreed performance and delivery time as per tender documents. However, due to unforeseen events may happen, having an effect hereon. In case the amount of liquidated damages is very substantial like here, the supplier will take a considerable financial provision in his cost calculation to cover such theoretically possible events. More realistic amounts for liquidated damages will have a reducing effect on such provisional cost;	GCC clause 35.1 shall be replaced as follows: a) With respect to delay in delivery: The applicable rate for liquidated damages for delay shall be 0.10% of the contract price of the delayed Goods for each week or part thereof up to a maximum limit of 20 (twenty) weeks. The first 2 (two) weeks of the delay after the actual delivery date shall be considered as grace period. <u>b) With respect to technical aspect:</u> i) Trailing Suction Hopper dredger: Draft: In case the dredger maximum draft is in excess of max 4.50 m in fully loaded condition, the supplier shall pay liquidated damages to the purchaser at 0.5% of contract price for each centimeter up to a maximum limit of loaded draft 4.70m. Speed: In case of failure to achieve the hopper dredger speed of 11.0 knots at maximum continuous power rating (MCR) in fully loaded condition at 4.50m draft, the supplier shall pay liquidated damages to the purchaser at 0.5% for 0.125 knot reduction up to a maximum limit of 10.50 knots. The first 0.25 knot reduction of speed shall be considered as grace period.
9.	Clause 1.01 of technical	TS 1.01: Draught loaded to be increased from 4.50 => 5.00mtrs, as well	This condition in the tender document shall remain unchanged.

	specification of Trailing Suction Hopper dredger (page – 96)	as the depth in line herewith. This will have a reducing effect of the dimensions of the vessel and as such on the cost thereof;	
10.	Clause 1.01 of technical specification of Trailing Suction Hopper dredger (page – 96)	TS 1.01: Loaded speed to be decreased from 12knots => 10knots. For a lower speed, the hull length does not have to be extended to allow for more “speedy” hull lines. In addition, the propulsion power to be installed can be less and as such FO-consumption will be reduced;	Speed loaded (minimum) shall be 11.0 knots.
11.	Clause 1.01 of technical specification of Trailing Suction Hopper dredger (page – 96)	TS 1.01: Cargo load varies from 2.800–3.200ton. Better to be specific and fix at 2.800ton or 3.200ton. Thereby a higher cargo load results in a bigger and as such more expensive ship;	Cargo Load (Approx.) shall be 2800 ton (at s.g 1.4 t/m ³)
12.	Annex 1 Technical Specification 1.02: Class (Page no: 97)	TS 1.02-The registration & survey (with Department of Shipping / Mercantile Marine Department of Bangladesh) must be completed at supplier’s own cost. To our point of view, this should be done by the operator of the vessel being BIWTA. We can consider an amount for this in our cost price as per BIWTA indication, but the works have to be carried out by BIWTA.	This condition shall remain unchanged. It will be on account of supplier. However, it may be conducted through local agent of supplier.
		TS 1.07: Automatic light mixture overboard system can also be executed manually whereby the dredge captain decides when to switch over to hopper loading. A similar approach is valid for the entire dredging automation. The omission of the automation will have a positive effect on the cost price;	This condition in the tender document shall remain unchanged.
13.	Clause 1.07 of technical specification of Trailing Suction Hopper dredger (Page no: 100)	TS 1.07: Since the dredger only works for governmental bodies, there may not be an absolute requirement for all kinds of dredging measuring equipment, apart from functional equipment like pressure gauges and position indication of the suction pipe;	This condition in the tender document shall remain unchanged.

14.	Clause 1.08 of technical specification of Trailing Suction Hopper dredger (Page no: 101)	TS 1.08: The dredging installation is no Class item. As such diesel engines for dredge pump and jet pump do not need to be class certified. Functionally there is no difference with certified diesel engines, while the positive effect on the price is substantial;	For dredge pump and jet pump diesel engine, “Heavy-Duty Diesel Marine Engine of reputed make certified by classification society.” shall be replaced by “Heavy Duty Diesel Marine Engine of reputed make which shall be type approved by appointed classification society.”
15.	Annex 1 Technical Specification 1.15 (Deck crane) (Page- 104)	TS 1.15: The second deck crane may also be used to lift equipment from the pump room. Capacity (weight and reach) and position to be indicated;	The capacity, reach and position of the crane with suitable pipe handling attachments shall be in discretion of designer.
16.	Annex 1 Technical Specification (1.22: Doors, Watertight Doors, Windows) (Page- 106)	TS 1.22: Clear view screens, nowadays having good radar systems may be omitted;	This condition in the tender document shall remain unchanged.
17.	Annex 1 Technical Specification (1.23: Navigation and communication equipment) (Page- 107)	TS 1.23: Since the vessel only operates inland and within a limited coastal zone, GMDSS for A1 may be covering;	Radio communication and safety equipment GMDSS shall be provided for Navigation Area A1.
18.	A-2: AUXILIARIES AND SERVICES FOR DREDGER	TS A-2: One qualified dredger captain may cover the requirement for a dredge master & a navigational master. This in Holland for this size of TSHD (and bigger) is a common practice. The layout of the wheelhouse desk to be in line with this choice. The financial benefit mainly lays in the operational side of one senior sales man less on board;	One qualified dredger captain of internationally recognized degree/qualification shall be provided instead of one dredge master & one navigational master.
19.	B. Spare Parts of Trailing suction hopper dredger (Hopper Capacity 2200 m ³ /hr): (Page no: 121-127)	TS B–spare parts: The given detailed lists of required spare parts is based on older type of machinery. Engines and so on as currently available require a different approach and type for spare parts. As such, on basis of the lists, certain replacement parts may not be available as such anymore, while other nowadays required parts are not being included. Our recommendation would be to consider 3-4% of the cost price of the vessel as a budget for required spares, to be filled in during the construction of the TSHD. This way only a complete and useful set of spare	The tenderer shall follow the list of spare parts mentioned in the tender document. But the tenderer will offer necessary spare parts according to the make and type of the equipment if needed.

		parts for the actually installed machinery will be obtained;	
20.	Section 6 Schedule of Requirements (Page no: 90)	Section 6 A / B–The delivery time of 18months stipulated is insufficient for the design, drawing approval, production information, hull building, installation building, outfitting testing and delivery at Builder’s yard is too short and should be extended with 9 months.	The delivery time shall be 21(twenty-one) months from the date of signing of contract instead of 18(eighteen) months.
21.	Annex II Responsibility of Classification Society (Page no: 128)	TS Annex II: The classification society only will do all activities they must execute to certify the vessel. Additional works, they will not be prepared to perform. As such this annex in fact should be omitted.	The tasks performed by the Classification society shall be in line as much as possible with the responsibility mentioned in Annex II. But the tenderer shall include the list of tasks of Classification society with the offer.

22. GCC clause 27.1d(i) shall be replaced as follows:

(d) The payment shall be in the following manner:

(i) For Trailing Suction Hopper dredger:

1st Stage : 10 (ten) percent of the Contract Price of the goods shall be paid within 30 (thirty) days towards submission of basic drawings i.e., General Arrangement plan, Tank Arrangement, Preliminary Stability Calculation, Lines Plan, Free board calculation, General construction plan, Preliminary load balance of hopper dredger to both purchaser and classification society (if applicable) along with a bank guarantee for equivalent amount. The bank guarantee shall be valid until the goods are delivered to the Final Destination and in the form provided in the Tender Document **(PG4-10)**.

2nd Stage : 10 (ten) percent of the Contract Price of the goods shall be paid within 30 (thirty) days on presentation of supplier’s invoice with relevant certificates/documents as per Clause GCC 32.1 towards approval of relevant design & drawing of keel laying of hopper dredger which shall be supported by inspection certificates issued by the Classification Society and upon submission of claim along with a bank guarantee for equivalent amount. The bank guarantee shall be valid until the goods are delivered to the Final Destination and in the form provided in the Tender Document **(PG4-10)**.

3rd Stage : 20 (twenty) percent of the Contract Price of the goods shall be paid within 30 (thirty) days on presentation of supplier’s invoice with relevant certificates/documents as per Clause GCC 32.1 towards completion of main hull of hopper dredger at the factory of manufacturer’s yard (s) which shall be supported by inspection certificates issued by the representative (s) of Purchaser and Classification Society and upon submission of Bank Guarantee for an equivalent amount. The bank guarantee shall be valid until the goods are delivered to the Final Destination and in the form provided in the Tender Document **(PG4-10)**.

4th Stage : 20 (twenty) percent of the Contract Price of the goods shall be paid within 30 (thirty) days on presentation of supplier’s invoice with relevant certificates/documents as per Clause GCC 32.1 towards inspection of engine and generator at the factory of manufacturer’s yard (s) which shall be supported by inspection certificates issued by the Purchaser’s representative (s) and upon submission

of Bank Guarantee for an equivalent amount. The bank guarantee shall be valid until the goods are delivered to the Final Destination.

5th Stage : 30 (Thirty) percent of the Contract Price of the goods shall be paid within 30 (thirty) days upon presentation of Supplier's invoice, Test & Trial Certificates of Dredger which shall be supported by inspection certificates issued by the representative (s) of Purchaser and Classification Society and other documents as specified in PCC against the Clauses GCC 32.1 and upon submission of Bank Guarantee for an equivalent amount valid until the Goods are delivered to the Final Destination. All cost for test & trial shall be borne by the supplier.

6th Stage : 10 (ten) percent of the Contract Price of the goods shall be paid within 30 (thirty) days of issuance of Final Acceptance Certificate issued by the representative (s) of Purchaser, Classification Society as well as consultant and upon presentation of Supplier's invoice and on submission of certificates/documents as per Clause GCC 23.2 of PCC.

All the above Bank Guarantees shall be issued from a scheduled bank of Bangladesh or from any foreign bank duly endorsed by any schedule bank of Bangladesh. Charges for the establishment or amendment of letter of credit shall be borne by the Purchaser. However, if amendment is made at the specific request of the supplier, charges for such amendment of the letter of credit shall be borne by the supplier.

23. All other terms and conditions of the tender document shall remain unchanged.


07/04/2021
Md. Abdul Matin
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&
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