



REPUBLIC OF RWANDA
RWANDA AGRICULTURE BOARD (RAB)
MINISTRY OF AGRICULTURE AND ANIMAL RESOURCES



**BIDDING DOCUMENTS FOR ESTABLISHMENT OF
CENTRE OF EXCELLENCE IN FARM
MECHANISATION**

**EXPORT TARGETING MODERN IRRIGATED AGRICULTURE PROJECTS IN
RWANDA**

TENDER NOTICE NO.: RAB/WAP/EPC-COE/ RWANDA /2016

AMENDMENT NO. 1

*Rwanda Agriculture Board (RAB)
Ministry of Agriculture and Animal Resources
Government of Rwanda
P.O.Box 5016, Kigali, Rwanda
Email id: procurement@rab.gov.rw*

August, 2016

AMENDMENT NO. 1

TO THE BIDDING DOCUMENT FOR ESTABLISHMENT OF CENTRE OF EXCELLENCE IN FARM MECHANISATION UNDER THE EXPORT TARGETING MODERN IRRIGATED AGRICULTURE PROJECTS IN RWANDA

The above Bidding Document is amended as per attachment.



A handwritten signature in black ink, appearing to be "S. N. N. N.", is written below the seal.

**Acting Director General
Rwanda Agriculture Board (RAB)
Ministry of Agriculture and Animal
Resources
Government of Rwanda
P.O.Box 5016, Kigali, Rwanda
Email id: procurement@rab.gov.rw**

AMENDMENT NO.1

S No.	Ref. to Page/ Para	What has been stated in the Bidding Document	To be read as
(i)	Volume I – Conditions of Contract, Section II, ITB, Clause 28	Time Period for Project All the works under the Contract shall have to be completed within a period of 12 (Fifteen) months including rainy season from the date of the signing of Contract agreement between Employer, Project Developer and Contractor but excluding the Defects Liability Period for one year.	Time Period for Project All the works under the Contract shall have to be completed within a period of 12 (Twelve) months including rainy season from the date of the signing of Contract agreement between Employer, Project Developer and Contractor but excluding the Defects Liability Period for one year.
(ii)	Volume I – Conditions of Contract, Section II A, BDS, Clause 28	Time period of the project shall be 18 (Eighteen) months including rainy season from the date of signing of contact agreement between Employer, PD and Contractor.	Time period of the project shall be 12 (Twelve) months including rainy season from the date of signing of contact agreement between Employer, PD and Contractor.
(iii)	Volume I – Conditions of Contract, Section V, SCC, Clause GCC 1.1 (aa)	Time of Completion: a) 12 calendar months from the effective date of the contract.	Time of Completion: a) 12 calendar months from the effective date of the contract.



REPUBLIC OF RWANDA
RWANDA AGRICULTURE BOARD (RAB)
Office of Director General
Kigali - Rwanda



Kigali 02/09/2016
Ref: N° 01.11/13.68/016/DG/HQ

To
All Prospective Bidders

Dear Sir,

RE: Bidding Document for Establishment of Centre of Excellence in Farm Mechanization under Export Targeting Modern Irrigated Agriculture Projects in Rwanda - Reply to Queries

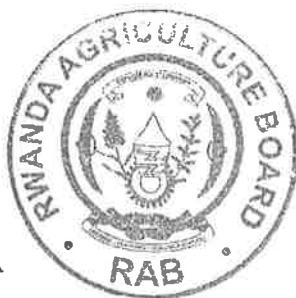
Referring to your queries submitted to Rwanda Agriculture Board and Pre Bid Conference held on 12.08.2016 requesting for clarification on the Bidding Document for "Establishment of Centre of Excellence in Farm Mechanization under Export Targeting Modern Irrigated Agriculture Projects in Rwanda". Responses to your queries are enclosed as Annex B.

Please be informed that the last date of submission of Bids is extended to 30th September, 2016 at 10:00 Hrs (Local time) and subsequently Technical Bid opening on 30th September, 2016 at 10:30 Hrs (local time). The place of submission will remain the same.

Hoping our clarifications will certify your queries, and am looking forward to your participation, I remain,

Yours sincerely,

Dr. Daphrose GAHAKWA
Acting Director General



Cc:

N o	Name of visiting company	Telephone number	E-mail
1	COSMOS INTERNATIONAL LTD C/O ATC RWANDA LTD	0788447630 0783228797	halexis@aterwa.com nkm@cosmosintl.com sarangi@cosmosintl.com rohit@cosmosintl.com
2	ETG Agri India Pvt Ltd	0733456002	sales.rw@etcagro.com shashi.gupta@etgworld.com
3	ANGELIQUE INTERNATIONAL LTD	0788640540 0732299777	angelique.rwanda@gmail.com gasanagus@yahoo.com
4	LUCKY EXPORT	0785242579 +919958448982	rttrwanda@yahoo.fr ka4eric@yahoo.fr sandeep@luckyexpindia.com
5	JAIN IRRIGATION SYSTEMS	0784686005	kulkarni.yogesh@jains.com
6	MUTARA E&C LTD	0788503664 0788491149	rwakirengapascal@gmail.com prwakirenga@mutara.com
7	Overseas Infrastructure Alliance (India) Ltd.	0782730510	gulam.rabban@oialliance.com prateek.laurence@oialliance.com umesh.kumar@oialliance.com
8	ACTION CONSTRUCTION EQUIPMENT LDT	0787176701	feroz@impact.rw
9	JAGUAR OVERSEAS LTD	0788305371 0782201445	bagaboc@gmail.com deebak.gupta@jaguaroverseas.com
10	IL & FS CLUSTER DEVELOPMENT INITIATIVE LTD	+254 722817537	p.ogolla@heavyfab.co.ke bm@heavyfab.co.ke parag.gupta@ilfsindia.com
11	M.R KORORKA GDC RURAL	0788763303	info@mororkango.in
12	PEC LTD	0788305371	bagaboc@gmail.com
13	MULTISERVE International	0783386675 0788304224	bessupplycoltd@gmail.com
14	EGECOR CREDO LTD	0787074007	rutjeff@gmail.com
15	TECHNOFAB ENGINEERING LTD	0728308084	sacha5000@gmail.com
16	Malaxmi Agri Ventures Private LTD	0788308833	ram@avaciaglobal.net pavan@malaxmi.in
17	TRACTORS AND FARM EQUIPMENT (TAFE)	+256 758701238	ian@engsol.co.ug meo@engsol.co.ug
18	Netafim India Pvt Ltd C/o Ignite Power Rwanda	0728426126	nsaterrence777@gmail.com therence.nsanzumuco@ignite.solar
19	SRL Real Infrastructure Limited	+919810394878	ragattgupta@srsparivar.com

Je



Reply to the Queries on the Establishment of Centre of Excellence in Farm Mechanization under the Export Targeting Modern Irrigated Agriculture Project
Tender No: RAB/WAP/EPC – COE/Rwanda/2016

S.NO	Compliance Clause	Description as per Tender Document	Queries /Clarifications	Replies by Client/PD
1	Volume 1 - Conditions of Contract, Section II A - BDS to ITB 4	"Similar Nature of Work" - Establishment of a Center of Excellence for Technology Development in Agriculture sector through excellence in farm mechanization research, industrial interaction and on-farm training.	It is noted that the above specified qualification criteria is limited to few bidders. Those who have enough experience in carrying out supply, erection, and commissioning of equipment's and machineries related to Farm Mechanization or similar projects cannot qualify and it would be unfair in qualification. It should be amended as "Similar Nature of Work" -- Supply, Erection, commissioning and training of Tractors, Farming Implements, and other machineries for Farm Mechanisation	The Project envisaged is Establishment of Centre of Excellence for which the Supply, Erection and Commissioning of equipment's and machineries related to Farm Mechanization is a part of the whole package and shall be evaluated accordingly. However, the similar nature of work shall remain the same as given in BDS (ITB -4).
2	Volume 1 - Conditions of Contract, Section II A - BDS to ITB 24.2 - Experience in carrying out similar nature of projects in last ten years:	Experience in carrying out similar nature of projects in last ten years: - 20 Marks a) At least 4 similar Projects In India (2 Marks each) -- 8 Marks b) At least 2 similar Projects In Africa (6 Marks each) – 12 Marks	To amend as given below "At least four similar contracts (supply, erection, and commissioning of Farm Mechanisation Equipments) having a contract value of US\$ 2 Million each in African Countries – 20 Marks" Or "At least two similar contracts (supply, erection, and commissioning of Farm Mechanisation Equipments) having a contract value of US\$ 4 Million each in African Countries – 20 Marks" Or "At least one similar contracts (supply, erection, and commissioning of Farm Mechanisation Equipments) having a contract value of US\$ 8 Million each in African Countries – 20 Marks"	The evaluation criteria shall remain the same as stipulated in BDS (ITB 24.2)



3	Volume 1 - Conditions of Contract, Section V - SCC - GCC Clause 14 & 15 - Terms of Payment	<p>All the Payments shall be reviewed, checked and verified by Project Developer/Employer and released to the contractor by Project Developer upon approval by the Employer.</p> <p>➤ Recoverable Advance against Mobilisation for machinery/equipment, human resources and site installation shall be 20% (Twenty percent) of the Contract Price which shall be affected on submission of 100% of irrevocable bank guarantee on the Proforma from the authorized financial institution.</p> <p>The advance payment guarantee shall cover the entire period advance re-payment and will be recouped progressively, 20% of recoverable mobilisation advance on every approved interim payment.</p> <p>➤ Payment of such advance shall be within 30 (thirty) days from the date, the Contract comes into full force and effect (i.e upon signing of the Contract Agreement, its approval by the Employer and Exim Bank of India and upon submission of Performance Security of the equivalent amount), confirmation about mobilization, deployment of minimum machinery/equipments by the Contractor and submission of Proof of Insurance.</p> <p>➤ Interim balance payments after deducting recoverable mobilisation advance shall be released to the Contractor based upon approved Interim invoices Progress Reports based on Physical Progress, against completed activities and jointly verified by the Employer and the Project Developer.</p> <p>➤ The Contractor seeking any payment</p>	<p>Request to amend as following:</p> <p>1. Advance payment – Fifteen (15) percent of the Contract Price shall be paid within thirty (30) days of the signing of Contract, upon submission of claim and a bank guarantee for equivalent amount valid until the goods are delivered and in the form provided in the Bidding documents or another form acceptable to the Purchaser</p> <p>2. At Site – Fifty Five (55) Percent of the Contract Price on supply /availability of machineries and lab equipments with accessories tools, warranty certificates etc at the site</p> <p>3. Successful Installation – Fifteen (15) percent of Contract Price upon</p> <p>4. Commissioning and Performance – Ten (10) percent of Contract Price upon successful commissioning and performance and testing of the Equipment</p> <p>5. Completion of Defect Liability Period – Balance Five (5) Percent</p>	<p>The Terms of Payment shall remain as stipulated in Section V – SCC, Clause 14 & 15 of Volume I of the Bidding Document. However, the payment modalities shall be discussed during Contract Negotiation stage.</p>
---	--	--	---	--



shall submit the bills with the relevant Measurement Books and other requisite documents, jointly signed by the Project Developer and the Employer. The Employer will then verify the bills and approve for release of payment by the Project Developer.

➤ The Retention Money of 10% deducted from each interim bill of the Contractor shall be payable against Bank Guarantee after successful completion and commissioning and one year' Defect Liability Period.

Payments against Supply and Installation of Materials:

S.N o.	Material	Payment
1.	Supply, Installation & Commissioning of Machineries & Lab Equipment's	50% of the Contract Price on Supply/availability of Machineries & Lab Equipment's with accessories, tools, warranty certificates, etc. at site.
		30% of the Contract Price upon successful Installation, Balance of



22

10% after commissioning and performance and testing of the equipment. Balance of 10% after Defect Liability Period.					
			<p>Note: The Bidder shall provide the Break down details viz. quantity and Unit Rate, for each component of Works, failing which cost of any hidden item shall be deemed to be included and no additional payment will be made for such items for any particular work.</p>	<p>We unfortunately missed the site visit that took place on 10th August, 2016 at Rubirizi Site. WE humbly request the permission to make site visit and get the visit certificate. In fact, NETAFIM bought both the tender documents; however, unfortunately due to different circumstances we did not attend the field visit at Rubirizi site as well as the pre bid meeting of CEO Tender.</p> <p>We request to put our request under consideration and allow us to make the field visit</p>	<p>Para 4 of Advertisement published on 28th July, 2016, Volume 1 – Conditions of Contract, Section 1 – IFB, Clause 1.7, and Section II – ITB, Clause 8.2 stipulates that the site visit is compulsory and was held on 10th August, 2016. Therefore, no more requests for site visit and certificate shall be entertained.</p>



Annex B

4	Volume 1 - Conditions of Contract, Section II - ITB, Clause 4 - 4. Eligibility and Qualification Requirements (EQR) – Point (iii)	<p>The Bidder must have experience of having successfully completed works of similar nature and complexity with proof of completion certificates, fulfilling at least one of the following three criteria:</p> <p>a) Cost of three similar individual works completed during the last consecutive 7 (seven) years not less than US\$ 4.50 million each in financial year ending 31st March, 2016 or,</p> <p>b) Cost of two similar individual works completed during the last consecutive 7 (seven) years not less than US\$ 6.80 million each in financial year ending 31st March 2016, or,</p> <p>c) Cost of one similar individual work completed during the last consecutive 7 (seven) years not less than US\$ 9.00 million each in financial year ending 31st March, 2016.</p>	Kindly amend this clause to Bidder or its associate manufacturer or supplier /or EPC firm should have successfully completed works of similar nature and complex.	The works of similar nature shall be completed by the Lead Firm/ its Joint Venture Partners/ or associate.
5	Volume 1 - Conditions of Contract, Section II - ITB, Clause 4 - 4. Eligibility and Qualification Requirements (EQR) – Point (v)	The bidder shall have sufficient construction equipment/machinery and skilled manpower to carry out the works and shall submit details of such machinery and manpower, which he proposes to deploy.	Please amend this clause to bidder or its local EPC Company should have construction equipment /machinery	The ownership of construction equipment/machinery and skilled manpower shall be of the Lead Firm/ its Joint Venture Partners/ or associate.

22



Annex B


6	Volume 1 - Section V: Special Condition of Contract, GCC 14.0 and GCC 15.0, Terms of Payment:	All the Payments shall be reviewed, checked and verified by Project items for any particular work.	Kindly amend the payments shall be made as under : 20% advance payment against bank guarantee and balance 80% through Letter of Credit payable at sight as per terms of Exim Bank	The Terms of Payment shall remain as stipulated in Section V – SCC, Clause 14 & 15 of Volume 1 of the Bidding Document. However, the payment modalities shall be discussed during Contract Negotiation stage.
7	Volume 1 - Conditions of Contract, Section 1 IFRB, Clause 1.9	Bid Submission Date The Bids duly completed in all respects as described in the Bidding Documents shall be submitted, in a sealed cover one original plus three copies, in the Office for the Head of Procurement, Second Floor, Sunrise House, Airport Road, Remera, Rwanda Agriculture Board not later than 15:00 hrs (Local time) on 12.09.2016 and the Bids will be opened by Employer thereafter in the presence of the Bidder's representatives who choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.	We have made the site visit on August 10 and August 11, 2016 and analyze the site condition for which we require lot of local inputs to make a suitable Techno Commercial offer. Therefore, we request you to kindly extend the bid closing date up to October 15, 2016.	The Bid Submission is extended to 30 th September, 2016, 10:00 Hrs @ RAB Meeting Room
8	Volume 1 - Conditions of Contract, Section V – SCC (GCC 33.1)	The aggregate liabilities of the Contractor to the Employer shall not exceed 100% percent of total Contract Price.	The aggregate liabilities of the Contractor to the Employer shall not exceed 10% percent of total Contract Price.	The Clause shall remain as stipulated in Section V – SCC (GCC 33.1) of the Bidding Document. However, the same shall be discussed during Contract Negotiation stage.

28



9	Volume 1 - Conditions of Contract, Section 1 IFB, Clause 1.9	Bid Submission Date The Bids duly completed in all respects as described in the Bidding Documents shall be submitted, in a sealed cover one original plus three copies, in the Office for the Head of Procurement, Second Floor, Sunrise House, Airport Road, Remera, Rwanda Agriculture Board not later than 15:00 hrs (Local time) on 12.09.2016 and the Bids will be opened by Employer thereafter in the presence of the Bidder's representatives who choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.	We request for an extension of submission by four weeks as in the month of August most of the offices were closed in India due to festive season. So, to prepare & submit a competitive bid we request for an extension for both the tenders	The Bid Submission is extended to 30 th September, 2016, 10:00 Hrs @ RAB Meeting Room
10	Volume 1 - Conditions of Contract, Section 1, IFB, Clause 1.9	Bid Submission Date The Bids duly completed in all respects as described in the Bidding Documents shall be submitted, in a sealed cover one original plus three copies, in the Office for the Head of Procurement, Second Floor, Sunrise House, Airport Road, Remera, Rwanda Agriculture Board not later than 15:00 hrs (Local time) on 12.09.2016 and the Bids will be opened by Employer thereafter in the presence of the Bidder's representatives who choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.	Due to the ongoing holiday season and holidays in India and also considering the complexity of the work involved, we request an extension of 4 weeks in the closing dates of these 2 tenders.	The Bid Submission is extended to 30 th September, 2016, 10:00 Hrs @ RAB Meeting Room
11	Volume 1 - Conditions of Contract, Section 1, IFB, Clause 1.9	Bid Submission Date The Bids duly completed in all respects as described in the Bidding Documents shall be submitted, in a sealed cover one original plus three copies, in the Office for the Head of Procurement, Second Floor, Sunrise House, Airport Road, Remera, Rwanda Agriculture Board not later than 15:00 hrs (Local time) on 12.09.2016 and the Bids will be opened by Employer thereafter in the presence of the Bidder's representatives who choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.	We wish to inform you both the tenders are voluminous and involve lot of working; getting vendors quotations etc. for bid preparation. It is practically not possible to submit a technically compliant bid within the submission deadline. Hence may we request you to extend the bid submission deadline atleast by 3 weeks.	The Bid Submission is extended to 30 th September, 2016, 10:00 Hrs @ RAB Meeting Room



	choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.		
12 Volume 1 - Conditions of Contract, Section 1 IFB Clause 1.9	Bid Submission Date The Bids duly completed in all respects as described in the Bidding Documents shall be submitted, in a sealed cover one original plus three copies, in the Office for the Head of Procurement, Second Floor, Sunrise House, Airport Road, Remera, Rwanda Agriculture Board not later than 15:00 hrs (Local time) on 12.09.2016 and the Bids will be opened by Employer thereafter in the presence of the Bidder's representatives who choose to attend, at 15:30hrs (Local time) on the same day i.e. on 12.09.2016 at the same address.	We would like to inform you that there are more than 1000 items which are manufactured by more than 50 manufacturers. It required lot of time to study the specifications of 1000 items and understand the concept of establishment of Center of Excellence. Also, we have made the site visit on August 10 and August 11, 2016 and analyze the site condition for which we require lot of local inputs locally, a local contractor, logistics to make a suitable Techno Commercial offer. Therefore, we request you to kindly extend the bid closing date up to October 15, 2016.	The Bid Submission is extended to 30 th September, 2016, 10:00 Hrs @ RAB Meeting Room 
13 Technical Specification of the Machines Annexure-1 Details of Indian Standards / International Standards for Machinery and Equipments		Please note most of the items like tools, workshop machinery, agro machinery, laboratory equipments required on establishment of Center of Excellence are manufactured as per Indian standards and Agriculture plant and Machinery under guidance of Agriculture universities. Many of the items does not manufactured on the standard specified on Annexure 1 of the Technical Specifications. For Example, Seed cum Fertilizer Drills – IS 6813 (2000); all the manufacture from India manufacture under the guidance of Agriculture Universities. They are not tested as per standard as it is a time consuming and takes 2 to 3 years for approval. Therefore, we request you to kindly delete	As already specified in General Conditions & Technical Specifications of Workshop Equipment, Tools & Machinery & Agricultural Machineries proposed for the Centre of Excellence (COE) in Bid Document should conform the prescribed International/ Indian Standards for procurement of quality equipments & machinery & tools etc. In case of Agricultural Machinery (all types from land development to Harvest & Post Harvest operation) test reports from testing centers of Agricultural Universities or Central Government are to provided at the time of inspection.

Annex B

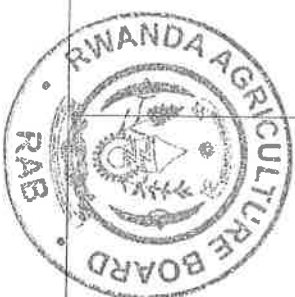
		these standards.	Same applies to Seed –cum-Fertilizer Drills also as quoted example above. Standard manufacturers in India can get their product tested from the testing agencies (From university test centers or Central Govt. test centers). Therefore, the requirements of conformation of test Standards will have to comply with.
14	Sowing & Planting Machinery: Item no .1 Row Crop Planters (TD);TD Maize Planter (4-rows) Sl.no.12 Type of Furrow openers to be provided – Shovel type separate for seed & Fertilizer (4+4 nos)	It seems to be an error in the specifications as in the sl.no.4 of the specifications it is mentioned that furrow openers are required inverted “T” type whereas in this point it is asked to provide the furrow openers Shovel type	The Furrow openers to be provided with maize planter would be inverted ‘T’ Type & not shovel type. This may be corrected as Inverted ‘T’ Type combined furrow openers for seed & fertilizer (4 Nos.).
15	Sowing & Planting Machinery: Item no .5 Inclined Plate Pneumatic Precision Planter Overall dimension Draft (N): 2000	Please clarify what is Draft (N) 2000	The operating draft requirements of the planter at prescribed depth of planting should be about 2000 N or 200 kg. It is a field performance parameter of the machine.

8



Annex B

16	Sowing & Planting Machinery: Item no. 2 Inclined Plate Multi crop Planter ; Multicrop Planter (TD) Sl no. 7 No. of Blades :2 No. of Rows / Bed : 1-3	In this item there are two Machines i.e Multicrop Planter and Bed Planters specifications mixed in these specifications. As "beds" only used in case of Bed Planter not in case of Multi crop Planter . Please clarify.	There is only one equipment at Sr. No. 2 under Sowing & Planting Machinery i.e. Inclined Plate Multicrop Planter & in this case Sl no. 7 No. of Blades :2 & No. of Rows / Bed : 1-3 may be considered as deleted as number of tynes already specified as 9-13 (as per crop planted).
17	Sowing & Planting Machinery: Item 6. Tractor Drawn Bed Planter: Ridger and Furrow type raised Bed Planter Sl no.3 Ridger Body Detachable (Lister type)	Kindly provide more details	The proposed TD bed planter should be Bed planter (ASS model): The tractor drawn bed planter should be for a tractor of 35 to 45 hp range. The unit should consist of a raised bed forming mechanism and a planter to plant two to three rows of seeds on each raised bed in one pass. Seeds sown on the raised beds facilitate better root growth and yield enhancement. The furrows formed are used for irrigation purpose and removal of excess water. The planter should consist of inclined disc type seed metering mechanism, three riders (Lister type), roller type bed shaper, ground wheel, chain and sprocket and bevel gears drive for transmitting power from ground wheel to the seed metering and placement device. A separate fertilizer box with fertilizer metering mechanism and drive from



Annex B

			<p>ground wheel is to be provided. It shall be suitable for sowing of wheat, maize, peas, pulses, groundnut etc. The detailed specifications of the unit are already provided in the bid document.</p> <p>Shovel type furrow openers, plastic tubes convey the seeds to the boot. Complete specifications of the machine already provided in the bid document.</p>
18	Volume 1 - Section II - ITB, Clause 15.2	<p>The Bid Securities shall, at the Bidder's option, be in the form of either a letter of credit or an irrevocable Bank Guarantee issued by a reputable banking institution and placed in favor of "Director General, Rwanda Agricultural Board, Ministry of Agriculture and Animal Resources, Government of Rwanda". The format of the Bank Guarantee issued by a Bank of international repute, located in the country of the Employer shall be in accordance with the forms included in the bidding documents; other formats may be permitted, subject to the prior approval of the Employer. Bid Security shall remain valid for a period of Forty five (45) days beyond the original bid validity period, and beyond any extension subsequently requested under ITB Sub-Clause-16.2.</p>	<p>Can we submit a Bid bank guarantee directly issued by a leading Bank in India? Kindly confirm.</p> <p>Bank Guarantee shall be submitted by a Bank of international reputation, located in the country of the Employer or having linkage with the Bank in the Employer's country.</p>

2



