

## Question and answer

### 22752PSE-10064 Purchasing and armoured car

- 5.3 | 3. Engine 4.5L diesel V8, 4.6 Petrol
  - As we are offering VPAM|VR7 armored Toyota land cruiser, all Toyota V8 engines are discontinued, hence available options for engines are :
    - V6 diesel 3.3L | twin turbo
    - V6 Petrol 3.5L | twin turbo

Will those engines be acceptable? **Yes both options are acceptable**

- 6.6 | Bank certificate in EUR, all our transaction is done either using AED (for local customers), or USD for international customers. Pls advise on acceptance of USD statement. **We can change the offer currency based on the rate that day, offers should be in EUR**
- General: the period between the last date for answers on questions and submittal date of the tender is a bit short to process all (including express-delivery of tender). Could you please add a week (August 26)? **OK**
- General and also 3.4.1: Could we be provided with the original document? I assume MS-Word. This will enable filling in the Forms (Chapter 6). Some of the tables have too narrow columns to fill in the information. **Can you please try to open it or fill it by hand?**
- On page 9, in 1.7.5 (please also refer to 6.5, first bullet, second paragraph and 4.12.5): When the supplier needs to provide for travel costs and cost for the stay, we think we also need to provide the managing official with meals, as we consider these costs for stay. Is that correct? Further, 4.12.5 looks like to sum up some acceptance costs, but there does not appear a list. What costs are meant? **It means as a gift**
- On page 9, in 1.7.6: the sentence starts with “the public contractor”. What or who is intended with this denomination? Is the word “public” superfluous? **The supplier who will perform the contract**
- On page 10, 2.6 (in conjunction with 4.9.1 and 5.1): See also further down on conflicts in your technical specification. The essence is that variants are not permitted, but with the given delivery date (12 weeks) and the fact it must be a new vehicle (assumed brand new, current model year), it is hardly possible to deliver within that time frame and with the fact that production load is such that manufacturing for stock has not been feasible under current circumstances, it would be helpful if we could offer you 2 solutions: brand new or demonstration vehicle from stock. Could you allow for such an option? **You can share that with your offer, and also point the delivery needed**
- On page 12, 3.4.4:
  - Item 1: As you are based in the destination of the vehicle, you might be in a better position to take care of the customs clearance. And being an (N)GO, under diplomatic umbrella, as international organization, better able to “enforce” clearance. Can this element of the price (and hence contractual performance) be taken out? **Yes we can take it out since it should not be included in the price offer**
  - Item 1 (in conjunction with 4.9.4): When the car is transported inside a 20” container, do you consider this “packaging material”? Normally these are on a rental basis and returned to the operator when no longer needed. If the container becomes your

possession, we need to include the cost for a (used) container. **we consider the container as rental equipment rather than packaging material. As such, we have no interest in purchasing or retaining the container. We plan to return it to the operator once it is no longer needed.**

- Item 2: What is meant with “deployment”? Does this include registering the vehicle to get a license plate? **No, we will work on the needed registration.**
- Item 5: what do you want included in training required for operation? Is that an (advanced) driver training specifically for an armoured car? Instruction on the specific features of the conversion to armoured car? Or the drivers’ license for the driver? **No training required since the drivers are trained and well qualified. And any future training needed will be done locally**
- Item 7: do you not have an exemption for customs and excise duties? It can be difficult for us to determine the exact height of these costs. **Vehicle will be exempted according to the Belgian Consulate**
  - INCO delivery term is DDP. Is that correctly interpreted? **Not clear**
- On page 12, 3.4.5: You state that one copy is to be submitted. Further down in a), you state 2 addresses. This looks like 2 sets of copies. What address should we use? How many copies do you require? **One copy submitted to one of our offices as mentioned**
- On page 12, 3.4.5 a): GPS coordinates of the royal center appear to be wrong (Mediterranean sea near Cyprus). **Please correct. It is in Ramallah west bank- Palestine**
- On page 15, 3.5.4, certificates of completion: in 6.6 you widen the definition with and/or invoices etc. Certificates of completion are not always provided by customers. Sometime just a certificate or notification of acceptance. May we also use invoices in which we erase the prices? **No prices should be obvious to meet the minimum amount required, invoice with price would be ok**
- On page 15, 3.5.5: You introduce the abbreviation BAFO. We assume this means “Best and Final Offer”. Correct? **Yes**
- On page 19, 4.4.2, last paragraph: We could not find Annex [X]. **if you have subcontracting**
- On page 19, 4.5: you state to acquire the intellectual property (IP) by the contract. I think this clause is irrelevant as you probably do not want to obtain the IP of how to armour a car. There is no design made specifically for this contract. **Yes irrelevant**
- On page 20, 4.6, 4<sup>th</sup> paragraph: the sentence starts with “<<”. I do not see “>>”. Is this superfluous? **Yes**
- On page 22, 4.9.1: Delivery should take place in 12 weeks. You must realize that an armoured car is considered armament and most probably an export license is needed. The processing of which can take longer than 12 weeks. Can you take care (through diplomatic channels) of the obtainment of the export license in advance? In the same way: transportation is given the current situation unpredictable. Delivery is defined as at your residence. Travel of your official, inspection in our works (4.12.1, 4.12.5), transport, documents, customs clearing, is also within that time frame. That hardly leaves time to manufacture a vehicle when not from stock. What can be done to ease the delivery term? Best sounds that all the elements outside of control of a contender are excluded. Can this be arranged? Could you make delivery-delay a part of the tender? **We acknowledge the necessity of an export license for an armoured vehicle, classified as armament. We will assist in facilitating this process through the Belgian consulate to expedite the necessary approvals. While we cannot guarantee the processing time, we will do our utmost to support and accelerate this through the appropriate channels.**

- When we initially requested a 12-week delivery period, we considered the current global situation and potential delays. However, we understand that unforeseen circumstances can arise, particularly concerning export licensing and logistics.
- If you believe that the 12-week timeline is insufficient, please provide us with a more accurate estimate of the time required to complete the manufacturing, secure the necessary licenses, and arrange for delivery. We are willing to discuss and adjust the timeline based on realistic assessments to ensure a smooth and efficient process.
- On page 23, 4.9.1, last paragraph: this paragraph looks as being optional from the template used. (\*) does not refer to something earlier written. Is this an omission? **Yes**
- On page 24, 4.9.5, second paragraph: this appears to be an incomplete clause. Can you correct so that it can be understood? **You have final acceptance**
- On page 24, 4.9.6: contractor is liable for damages towards 3<sup>rd</sup> parties. Do you mean only direct damages? An indirect damage could be injury of somebody because of transportation with other means than the intended armoured car. **Any damage before the submission of the car**
- On page 25, 4.11.1: you mention a report ('process verbal'). Do you mean an official report (in Dutch: 'proces verbaal, PV')? **Yes**
- On page 25, 4.11.3, item 2: Performance under regie, is that "directed execution under cost-plus conditions"? **not clear**
- On page 26, 4.12.4: final acceptance vis-a-vis 4.12.6, last sentence. Payment is made after final acceptance. Is that to read as payment made after expiry of the warranty period? **No payment made after the submission of the car and the acceptance of the car**
- On page 27, 4.12.6: payment 30 days after verification term or after <<final>> acceptance (expiry of warranty)? **No before the end of the warranty, after 30 days of submitting the invoice**
- On page 27, 4.13: must the choice of language be indicated in the tender? **English**
- On page 28, 4.17: You state to Purchase an armoured car. In this paragraph, you talk about rental numerations. Do you want to rent or buy the car? **Buy**
- On page 29, 5.1: you want to buy a new car. What specifies new? Current model-year? Never been used? As indicated earlier, the required delivery-time does hardly even allow for delivery of a car from stock. As the chance is high, there is no stock available of a car that complies with your requirements, is an "as good as new" vehicle also acceptable? (meant: very low mileage, demonstration vehicle, impeccable condition, full warranty) **We are looking for brand new car , never been used.**
- On page 29, 5.3 and page 32, 6.2:
  - Or VR6 seats if VR7 not available in stock: we assume "seats" is superfluous. Correct? **Here we are talking about the armoured level, foe the seats we asked for 7 seats or 5 seats if 7 seats not available in stock.** (same in
  - Engine: these look like Toyota Land Cruiser "200" specification (previous model). Is that correct? See also transmission. Would V6 engine (Land Cruiser "300", current model) also be acceptable? **Yes V6 ; Land Cruiser "300" will be acceptable.**
  - Fuel capacity: depending on vehicle generation: LC200 = 138 l, LC300 = 110 l **Indeed, it is depending on the type you offer.**
- Transmission: these look like Toyota Land Cruiser "300" specification. Is that correct? See also engine . Would 6-speed (Land Cruiser "200") also be acceptable? **Yes , Land Cruiser "200" will be acceptable; but Land Cruiser "300" is preferable.**
- On page 32, 6.2, 7<sup>th</sup> paragraph ("in order to"): this clause seems to be incomplete. Can you please verify or complete? **The catalogue of the car**
- On page 6 (last): TOR, is that "Terms of Reference"? **yes**

- On page 6 (last): board members: does the non-sentence certificate of the owner of company suffice? **No all the board members**