



REPUBLIC OF KENYA  
THE NATIONAL TREASURY AND ECONOMIC PLANNING

Telegraphic Address: 22921

Finance - Nairobi

FAX NO. 310833

Telephone: +254 2252299

Website: [www.treasury.go.ke](http://www.treasury.go.ke)

When Replying Please Quote

Ref: TNT/005/2022 - 2023 (17)

THE NATIONAL TREASURY

P.O. BOX 30007 – 00100

NAIROBI

22<sup>st</sup> December, 2022

**REF: TENDER FOR MOTOR VEHICLES LEASING PROGRAMME (PHASE VII)**  
**TENDER NO. TNT/05/2022-2023**  
**ADDENDUM III**

The National Treasury has issued the following addendum to Tender for Motor Vehicles Leasing Programme (Phase VII) following a pre bid meeting held on 13<sup>th</sup> December, 2022.

S/No	Requested Clarifications	Clarification
1.	<p>We are a duly authorized distributor who does importation (Importer) and undertakes local assembly (Assembler) in support of the Government agenda to enhance our manufacturing capabilities and capacity as a country.</p> <p>As such we wish to participate in the above-mentioned tender. We are however constrained by the restrictions of the various lots of which we have vehicles that are fit for purpose while providing better fuel economy with same or superior performance in terms of the required minimum power and torque outputs.</p> <p>For example, on Lot 2 the requirement is for Medium Duty Pick-Up Double Cab 4x4, 2,200 – 2,700 cc Diesel the maximum power output / rpm is minimum of 100KW while torque is 310NM of which our Double Cab has 1910 cc Diesel engine with an output of Power 110 KW and Torque at 350NM</p>	

S/No	Requested Clarifications	Clarification
	<p>Vehicle specification – Engine CC related Issues; -</p> <ul style="list-style-type: none"> <li>• Engine CC rating no longer comprehensively captures the full capabilities of a motor vehicles given the advancement in technology, hence power and torque would be fair parameters of performance</li> <li>• This technological advancement is further accelerated by the need to reduce carbon footprint i.e. minimize emissions hence the Euro4 requirements currently being pushed by the automotive policy</li> <li>• Advancement in technology has further improved fuel consumption of engines across board hence application of the vehicles as a tool should be the guiding principle</li> <li>• Widening the CC band will make these process more inclusive and will give the government a wider variety of choice bringing the much-needed competition to drive down the cost of leasing.</li> <li>• Vehicle Specifications - Diesel / Petrol propulsion.</li> <li>✓ Essentially Diesel was a preferred propulsion due to torque and economy however the advancement in petrol engines have bridged the gap with petrol engines performing at the same levels or better with improved fuel efficiency / economy.</li> <li>✓ Furthermore, Petrol engines produce less harmful emissions leading to less pollution.</li> <li>✓ In the long run Petrol engines are cheaper to maintain and probably last longer than Diesel Engines</li> <li>• Vehicle Specifications – 4x4 vs 4x2</li> </ul>	



S/No	Requested Clarifications	Clarification
	<ul style="list-style-type: none"> <li>✓ Most Compact and Mid-size SUVs are 4x2 that have good ground clearance with various technology developed and deployed to enhance their performance off-road. For example, some Mid-size SUVs with an all-terrain-response system (such as the one in the attached picture) that at a touch of a button enhances the vehicles performance across all terrains such as Mud, Gravel, Snow, Rock &amp; Rut etc. We for example provided NPS with 4 demo units of all-terrain SUV 4x2 that were widely tested and found to be capable in their various areas of operation and an internal report was done to the same effect.</li> <li>✓ The Compact and Mid-Size SUVs that are on 4x2 with enhanced all terrain technology give better fuel economy with less maintenance costs.</li> </ul> <p>Most OEMs are now making smaller engines given the global drive on emission norms (Euro 4+). These engines though smaller, provide better fuel efficiency yet still have higher horsepower and torque output.</p> <p>We have lower displacement engines offering the following due to advance in technology</p> <p>Euro IV engines with lower emissions, less environmental pollution (Also currently prescribed under KEBS 15 15: 2019 to be implemented from 1st January 2023)</p> <p>More power and torque than prescribed Less fuel consumption, thus savings on fuel expense.</p>	
	Lot 2a - MTD -2565 – 045 – 21 (Medium duty Double cab 4x4, 2200 - 2700 cc Diesel, with rear fiberglass/metal Alloy enclosed body with glass window & door)	The engine capacity for Lot 2a - MTD - 2565 – 045 – 21 (Medium duty Double cab 4x4, has been revised to <b>1900cc – 2700cc.</b>

S/No	Requested Clarifications	Clarification
	Request engine CC range to be reviewed to downwards to start <b>1900CC – 2700CC</b> Justification	The other specifications under this lot shall remain as per the Tender Document on pages 114-118.
	Lot 2b - MTD -2566 – 045 – 21 (Medium duty Double cab 4x4, 2200 - 2700 cc Diesel)  Request engine CC range to be reviewed to downwards to start <b>1900CC – 2700CC</b>	The engine capacity for Lot 2b - MTD - 2566 – 045 – 21 (Medium duty Double cab 4x4, has been revised to <b>1900cc–2700cc</b> .  The other specifications under this lot shall remain as per the Tender Document on pages 119-122.
	Lot 3a MTD - 463-048-21 Heavy Duty Utility Passenger Vehicle Caravan 4X4 L.W.B. 2900 - 4200 cc Diesel  Request to include Petrol i.e. both petrol and diesel	The specifications shall remain as per the Tender Document.
	Lot 3b MTD -2715-048-21 Heavy Duty Utility Passenger Vehicle Caravan 4X4 L.W.B. 2900 - 4200 cc Diesel with Siren and Bench  We request to include Petrol i.e. both petrol and diesel	The specifications shall remain as per the Tender Document.
	Lot 4a MTD -2569-045-21 Medium Duty Pick Up, Single Cab,4x4,2200-3000cc Diesel, With Superstructure & Canvas  Revise the engine rating requirement range to 2000-3000cc	The engine capacity for Lot 4a - MTD - 2569-045-21 (Medium duty Double cab 4x4, has been revised to <b>1,900cc–3,000cc</b> .  (Complete specifications attached as annex 2 on page 31 of this addendum)
	Lot 4b MTD -2708-045-21 Standard Duty Pick Up, Single Cab,4x4,2200-2700cc Diesel, With Superstructure & Canvas  Revise the engine rating requirement range to 2000-2700cc	The engine capacity for Lot 4b MTD - 2708-045-21 (Standard Duty Pick Up, Single Cab,4x4, has been revised to <b>1,900cc–3,000cc</b> .  The other specifications under this lot shall remain as per the Tender Document on pages 46-48.
	Lot 5a MTD -2712-047-21 Medium Duty Off-road Vehicle 4x4 1800-2000 cc Petrol  Request engine CC range to be reviewed to downwards to start <b>1500 to 2000cc</b>	The specifications to remain as per the Tender Document.
	Lot 6a MTD -2338-047-21 Heavy Duty Utility Passenger Vehicle 4X4 LWB 2200-3000 cc Petrol	The specifications to remain as per the Tender Document.



S/No	Requested Clarifications	Clarification
	Request engine CC range to be reviewed to upwards to start <b>2200 to 3600cc</b>	
	Lot 6b 2568-047-21 Heavy duty utility vehicle 4X4 5-seater 2001-2500cc Diesel	The specifications to remain as per the Tender Document.
	Request engine CC range to be reviewed to upwards to start <b>2001 to 3600cc</b>	
	Lot 7a MTD -2561-014-21 Medium Duty,4 Ton,4x2, High Sided Truck with Canvas 3,900 to 5,000 cc	The specifications to remain as per the Tender Document.
	Revise the engine rating requirement range to 2900 - 5000cc	
	Lot 8 MTD -2202-040--21 Minibus,30-35 Passengers 3900-4500cc	The specifications to remain as per the Tender Document.
	Revise the engine rating requirement range to 2900 - 5000cc	
	Lot 9 MTD -2716-012-21 Large Truck,4x2,9-10 Ton, High Sided Body with Superstructure and Canvas 5,500-10,000cc GVW 17,000kg	The specifications to remain as per the Tender Document.
	Revise GVW to a range of 15500- 18500kg	
	To enable bidding for fit for purpose vehicles with better total cost of ownership.	
	Lot 10 MTD -1056-162-21 Water Bowser,4x2, 9000-10,000 Litres GVW 18,000 Kg 5,500-10,000cc	The specifications to remain as per the Tender Document.
	Revise GVW to a range of 15500- 18500kg	
	To enable bidding for fit for purpose vehicles with better total cost of ownership.	
	Lot 11a MTD -2200-012-21 7-8 Ton Truck,4x4, With Superstructure & Canvas 7,000-9,000 cc	The specifications to remain as per the Tender Document.
	Revise engine rating range to 5000 - 9000cc	
	Lot 11b MTD -2714-012-21 7-8 Ton Truck,4x4, With Superstructure & Canvas, Torsion Free with Special Safety Features	The specifications to remain as per the Tender Document.

S/No	Requested Clarifications	Clarification
	for Border Areas/Security Zones 7,000-9,000 cc  Revise engine rating range to 5000 - 9000cc	
2.	<p>Technical Mandatory Requirement for the following lots have been changed pages 34 – 66 of the Tender Document.</p> <ul style="list-style-type: none"> <li>Lot 2a - MTD -2565 – 045 – 21 (Medium duty Double cab 4x4, 2200 - 2700 cc</li> <li>Lot 2b - MTD -2566 – 045 – 21 (Medium duty Double cab 4x4, 2200 - 2700 cc</li> <li>Lot 4a MTD -2569-045-21 Medium Duty Pick Up, Single Cab,4x4,2200-3000cc</li> <li>Lot 4b MTD -2708-045-21 Standard Duty Pick Up, Single Cab,4x4,2200-2700cc</li> </ul>	<p>Changed to:</p> <p>The engine capacity for Lot 2a - MTD - 2565 – 045 – 21 (Medium duty Double cab 4x4 revised to <b>1900cc – 2700cc.</b></p> <p>The engine capacity for Lot 2b - MTD - 2566 – 045 – 21 (Medium duty Double cab 4x4 revised to <b>1900cc – 2700cc.</b></p> <p>The engine capacity for Lot 4a MTD - 2569-045-21 Medium Duty Pick Up, Single Cab,4x4 revised to <b>1,900cc– 3,000cc.</b></p> <p>The engine capacity for Lot 4b MTD - 2708-045-21 Standard Duty Pick Up, Single Cab,4x4revised to <b>1,900cc– 3,000cc.</b></p>
	<p>Lot 4a MTD -2569-045-21 Medium Duty Pick Up, Single Cab,4x4: pages 45 of the Tender Document: <b>Technical Mandatory Criteria</b></p> <ul style="list-style-type: none"> <li>Max. payload, min. mandatory, 1,000 Kg</li> <li>Maximum power output / rpm, min. 110Kw</li> <li>Maximum torque developed /rpm, min. 230Nm</li> </ul>	<p>The <b>Technical Mandatory Criteria</b> revised to</p> <ul style="list-style-type: none"> <li>Max. payload, min. 950kg</li> <li>Maximum power output / rpm, min. 125 Kw</li> <li>Maximum torque developed /rpm, min. 400Nm</li> </ul> <p>Refer to Annex 2 on page 31</p>
3.	<p>Page 48 and 238</p> <p>Lot 4C MTD-2569-045-21 Light Duty Single Cab Pick Up, 4x4, 1,900- 2,500cc, Diesel, with Superstructure &amp; Canvas on Pg 48 it is appearing in the summary specification but not in detail specification and omitted in the summary quantities on pg 100.</p>	<p>Expunged from the Tender Requirements since the lot is not part of ITT 1.1 on page 24, Scope of the Assignment on page 100 - 101 and Schedule of Vehicles Specifications and Requirements (Lots/ Vehicle specifications Quantity) on page 256.</p> <p>Refer to Annex 1 on page 29 of this</p>



S/No	Requested Clarifications	Clarification
		addendum
4.	<p>Page 24, 52, 150, 256, 259</p> <p>Lot 5b MTD-2573-047-21 Light Duty, 5 - Seater Utility Passenger Vehicle, 1301 - 1600cc, Petrol appears both in summary specifications on Pgs 24 and 52 and detailed specifications on Pg 150 but completely omitted in summary of quantities on Pg 100.</p> <p>It looks like some omissions are made in final quantities summaries.</p>	<p>Expunged from the Tender Requirements since the lot is not part of Scope of the Assignment on page 100 - 101</p> <p>Refer to Annex 1 on page 29 of this addendum</p>
5.	<p>Lot 7b MTD-2561-014-21 Medium Duty, 4 Ton, 4x2, High Sided Truck with Canvas with Security Grill is detailed in the mandatory technical rqts on page 57 but not in the summary on page 100. Please clarify</p>	<p>Expunged from the Tender Requirements since the lot is not part of Scope of the Assignment on page 100 - 101</p> <p>Refer to Annex 1 on page 29 of this addendum</p>
6.	<p>Lot 6b MTD -2568-047-21 Heavy Duty, Utility Vehicle, 4x4, 5-Seater 2001-2500cc Diesel - Qty 11 page 256</p>	<p>Refer to Annex 1 for change in quantity on page 29 of this addendum</p>
7.	<p>Lot 5a – MTD -2712-047-21 Medium Duty Off-road Vehicle 4x4 1800-2000 cc Petrol</p> <p>Section 5 on Transmission - (b) -Drive configuration to be 4x4 with a switch (or knob) for engaging four-wheel drive yet</p> <p>Section 8 on Extra safety features - For good traction, stability and driver convenience, vehicle to be designed for permanent four-wheel [1] drive operation (AWD). Please clarify</p>	<p>Drive configuration to be 4x4</p> <p>For good traction, stability and driver convenience, vehicle to be designed for permanent four-wheel [1] drive operation (AWD).</p>
8.	<p>Page 51 item 5b Transmission' (Mandatory requirement)</p> <p>Drive configuration to be 4x4 with a switch (or knob) for engaging four wheel drive</p>	<p>Changed to</p> <p>Drive configuration to be 4x4.</p>
9.	<p>Kindly allow me to mention one more parameter that should be included in the technical assessment. Safety of our officers is key and should NOT be neglected hence safety ratings of vehicles should be included.</p>	<p>The Evaluation shall be done as per the criteria set out in the tender document.</p> <p>The safety of the vehicles for our officers shall be assessed during the post qualification / due diligence before the tender is awarded.</p>



S/No	Requested Clarifications	Clarification
		Detailed technical specifications shall not be scored because the National Treasury is not procuring motor vehicles but procuring leasing services.
10.	<p>With reference to Section III (Evaluation and qualification criteria) No. 17.</p> <p>Provide teaming agreement between the tenderer and:</p> <p>Financing company Insurance firm Lessor Assemblers Parts Manufacturers</p> <p>Request</p> <p>To expunge this requirement for reasons that we do not enter into binding agreements with partners prior to receiving an award and a lot of factors are dependent on the award and will further make the bid uncompetitive and create inflexibilities in negotiations.</p>	<p>This is a <b>MANDATORY</b> requirement that <b>MUST</b> be met by all the Tenderers.</p> <p>This requirement enables the Procuring Entity to attain its objective on local content. There have been cases where Tenderers use proprietary rights of other parties e.g. designs to win the Tender but decline to place business thereafter notwithstanding that the said information enabled the Tenderer to be recommended for award. This shall protect intellectual rights of each part in this Tender.</p> <p>The teaming agreement <b>SHALL</b> be registered with confirming responsibilities of each partner after notification of award</p>
11.	<p>With reference to Section I instruction to Tenderers No. 3.1</p> <p>Description of eligible tenderer</p> <p>Clarification</p> <p>The broad description of the eligible tenderer will make bidding very complicated and unrealistic; i.e. case scenario a dealer lists a specific leasing company as a lessor and the lessor separately tenders what then happens to the validity of the tenders?</p> <p>The explanation is very complex and subject to varying interpretation, is it possible for this eligibility criteria to be simplified.</p>	<p>A tenderer is defined as "a person who submitted a tender pursuant to an invitation by a public entity" refer to the Public Procurement and Asset Disposal Act, 2015.</p> <p>A Tenderer may therefore be a firm or a Joint Venture or a Consortium.</p> <p>In case of a Joint Venture or Consortium, they shall have a duly signed Teaming Agreement.</p> <p>Change ITT 3.1 Page 25 item 4</p> <p>A Tenderer may participate in more than one Lot as long as they do NOT partner with more than one Tenderer in the same LOT.</p>
12.	With reference to page 231 on costing of items	The costing of body construction and accessories should be done as per the Tender Document requirement.



S/No	Requested Clarifications	Clarification
	<p>Request</p> <p>The costing of the individual items (body construction and accessories) shall be too problematic to quantify and allocate as per the itemized requests on the tender.</p>	
13.	<p>With reference to Schedule A: Lease pricing schedule.</p> <p>Residual value at Minimum 40%</p> <p>Request</p> <p>The set minimum is not viable based on previous usage and market dynamics; we request not to have a set minimum percentage.</p> <p>That explanation of 40% has no business sense. even if vehicles are sold at more than Residual Value, it is because lessors have business risk and that far exceeds the RV</p> <p>This is too ambitious. Request review on account of the following:</p> <ul style="list-style-type: none"> <li>• Different vehicles have different residual values for various reasons, some dictated by the market forces of demand for certain brands and not others.</li> <li>• Different models are operated by different users, some of whom the nature of operations lead to unusual wear and tear.</li> <li>• Models like Subaru are used for operations and accumulate very high mileage which ultimately affecting market resale values negatively.</li> <li>• Previous evaluation by CMTE, particularly Subaru hasn't shown modest residual values. Figure is our possession indicate 18% - 22%.</li> <li>• Residual Value – the contemplated minimum of 40%, does it apply after Primary or Secondary lease? In any</li> </ul>	<p>Residual value at Minimum 40% shall be revised to 35%</p> <p>This shall apply only to the primary lease.</p> <p>It shall enable the Procuring Entity to fulfil one of the objectives of the leasing programme i.e.</p> <p><i>"Greater use of leasing was to help establish Kenya as a source vehicle market for the wider Eastern African Region by encouraging vehicle assembly, boosting the secondary market of vehicles coming off lease and helping to reduce importation of second-hand vehicles, thereby cushioning the Country's foreign reserves"</i></p> <p>Lessors are eligible to directly participate as independent parties to be able to ring fence their costs appropriately.</p> <p>This requirement is only for this Tender and Tenderers are free to leverage on their other operations</p>

S/No	Requested Clarifications	Clarification
	<p>case, not all models will have as a high residual value so there is need to consider vehicle models that traditionally fetch residual values as low as 10-20%.</p> <ul style="list-style-type: none"> <li>The financial institutions we have contacted are uncomfortable with this requirement. It substantially reduces their appetite to finance GoK lease.</li> </ul>	
14.	<p>With reference to the tender closing date.</p> <p>Request</p> <p>We would like to request for a further extension of the closing date to sometime in January due to the fact that other information required to respond to this tender is issued by our different stakeholders i.e. body builders who are closing early for the festive season.</p> <p>Tender bid Submission deadline on 22<sup>nd</sup> December 2022</p> <p>Request a review of this date and offer an extension on accounts of: -</p> <ul style="list-style-type: none"> <li>Many issues have been raised in the pre-bid conference and it will take time to for the procuring entity and the bidders to come to a consensus. Bidders will also require more time respond to possible changes.</li> <li>There are so much many back-end agreements required which require time to negotiate and tie up with various partners</li> <li>Move date from 22<sup>nd</sup> Dec 2022 to 27<sup>th</sup> Jan 2023</li> </ul> <p>Allow more time for discussion on pricing and specifications with Principals, body builders and also, thoroughly work out details on potential JVs</p>	<p>The Tender Closing / Opening data shall be extended to open / close on Wednesday <b>18<sup>th</sup> January, 2023 at 11.00 a.m.</b></p>
15.	<p>Pg 8. 3 Eligible Tenderers</p> <p>(3.1) "..... A firm that is a Tenderer</p>	



S/No	Requested Clarifications	Clarification
	<p>(either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the Lease. A firm that is not a Tenderer or a JV member, may participate as a subcontractor in more than one Tender. Members of a joint venture may not also make an individual tender, be a subcontractor in a separate tender or be part of another joint venture for the purposes of the same Tender....."</p> <p>(3.5) "A firm that is a Tenderer (either individually or as a JV member) may participate in more than one Tender, offering different items that meet the requirements of the Lease. A firm that is not a Tenderer or a JV member, may participate as a subcontract or in more than one Tender"</p> <p>ITT 3.5 "A Firm that is not a Tenderer or a Joint Venture member may NOT participate as a subcontractor in more than one lot i.e. Members of a Joint Venture shall not submit an individual tender, be a subcontractor in a separate tender or be part of another Joint Venture or subcontractor for the purposes of this Tender."</p> <ul style="list-style-type: none"> <li>➤ We request clarification on meaning of "Tender" and "Lot" as used interchangeably on the three (3) clauses above.</li> <li>➤ ITT 3.5 states that a subcontractor cannot participate in more than one lot while Clauses 3.1 and 3.3 on eligible tenderers, on the other hand, allow prospective contractors to participate in more than one (1) "lot"/"tender."</li> <li>➤ Based on this, we request clarity if the subcontractor can participate in</li> </ul>	<p>The National Treasury advertised one tender for <b>Motor Vehicles Leasing Programme Phase VII (Tender No. TNT/005/2022-2023)</b> with several lots. A lot is not a Tender.</p> <p>ITT 3.5 refers to "tender" and not "Lot" The prospective Tenderer may participate in more than one lot.</p> <p>A sub-contractor may participate in more than one Lot as long as they do</p>

S/No	Requested Clarifications	Clarification
	<p>more than one lot /Tender or not.</p> <p>➤ The 3 clauses are conflicting.</p> <p>In previous phases, Leasing Companies &amp; Financiers with appetite for the Government Leasing Programme have financed more than one Motor Vehicle Dealer.</p> <p>We wish to understand whether our members will be allowed to finance more than one Motor Vehicle Dealer under Phase VII?</p>	<p><b>NOT</b> partner with more than one Tenderer in the same <b>LOT</b>.</p> <p>Leasing Companies &amp; Financiers may participate in more than one LOT as long as they do NOT partner with more than one Tenderer in the same LOT.</p>
16.	<p>Pg 25 ITT 3.1 (4)</p> <p>"Members of a Joint Venture shall not submit an individual tender, be a subcontractor in a separate tender or be part of another Joint Venture or subcontractor for the purposes of this Tender."</p> <p>We request clarity of the following:</p> <p>➤ If there is a scenario where an interested firm (lessor) participates as an individual tenderer and presents items (vehicle model) from a vehicle Dealer /OEM who is a member of another joint venture. Will the said dealer be considered a subcontractor because they will provide service and maintenance support? In this case will the lessor then be allowed to participate with this model?</p> <p>➤ Clarify if financiers are considered subcontractors, if they can participate in JV and if they can be nominated to be the lead in the JVs where they participate.</p> <p>➤ If the above is yes, can financiers participating in a JV also fund other tenderers?</p>	<p>A Lessor may participate in more than one Lot as long as they do NOT partner with more than one Dealer in the same LOT.</p> <p>A Tenderer, lessor and sub-contractor cannot submit more than one bid in any given <b>LOT</b>.</p> <p>The Procuring Entity cannot determine the nature of partnership / Joint Venture / Consortium or sub-contracting. This is the responsibility of the Tenderer to</p>



S/No	Requested Clarifications	Clarification
	<ul style="list-style-type: none"> <li>➤ Can financiers not participating in JV and fund more than one tender.</li> <li>➤ Can Lessor participate as tenderer for more than one vehicle models given the model support would be by the respective different model dealers who may then be viewed as different subcontractors?</li> </ul>	structure the bid in conformity with the requirement of this Tender.
17.	<p>ITT 3.5 page 25 of 292.</p> <p>A Firm that is not a Tenderer or a Joint Venture member may NOT participate as a subcontractor in more than one lot i.e. Members of a Joint Venture shall not submit an individual tender, be a subcontractor in a separate tender or be part of another Joint Venture or subcontractor for the purposes of this Tender – the above is confusing. The clause contradicts the clause under point 1 above please clarify. <b>Can a firm that is not a tender participate as a subcontractor in more than one lot?</b> Please also see clause 3.1 on page 8 of 292.</p>	<p>A sub-contractor may participate in more than one Lot as long as they do <b>NOT</b> partner with more than one Tenderer in the same <b>LOT</b>.</p>
18.	<p>Assignment (page 213 clause No.14):</p> <p>Clause 14 (a) states “The Lessor has the right, subject to the consent of the Lessee, to assign or transfer to any person all or any of its rights under this agreement and any document entered into with or pursuant to this agreement and in such event the lessee agrees, after receiving the notice thereof, to lease the vehicles from the assignee/transferee from date of assignment/transfer and to make all payments due in terms of this agreement to the assignee/transferee.</p> <p>Clause 14(b) states “The Lessee has the right to assign or delegate the lessee’s rights or obligations under this agreement to any other Government Agency or any document entered into with or pursuant to this Agreement without the Lessor’s prior</p>	<p>The National Treasury abides by the clauses provided in the tender document.</p> <p>This shall be done with prior written authority by the Procuring Entity</p>

S/No	Requested Clarifications	Clarification
	<p>written consent.</p> <p>There is need to Introduce a clause that states that the lessee will have an obligation to acknowledge the irrevocable Assignment of rentals to the leasing companies &amp; financiers funding the respective lots.</p>	
19.	<p>The delayed payment interest:</p> <p>General Conditions of Contract (GCC Clause 16.5 states "In the event that the Procuring Entity fails to pay the Lessor any payment by its due date or within the period set forth in the SCC, the Procuring Entity shall pay to the Lessor interest on the amount of such delayed payment at the rate shown in the SCC, for the period of delay until payment has been made in full, whether before or after judgement or arbitration award.</p> <p>The above clause has been supplemented by the Special Conditions of Contract (SCC) whereby it states that "The payment-delay period after which the Procuring Entity shall pay interest to the Lessor shall be Not Applicable.</p> <p>Provisions of clause 16 'Terms of payment' (page 266) on delayed payment interest to be included in the final Master Lease Agreement. This will cushion lessors and financiers from interest expenses incurred on delayed payment meeting of payment obligation by the lessee.</p>	<p>Refer to GCC 16.5 page 274 of the Tender Document.</p>
20.	<p>Insurance indemnity Page 213 of 292</p> <p>There is no mention of Insurance Indemnity in the tender document</p> <p>We propose the introduction of a clause stating that the Lessee will be the "owner and operator" of the leased motor vehicles for</p>	<p>The National Treasury abides by the clauses provided in the tender document.</p> <p>The obligation of the National Treasury is to honor payment of rentals which also caters for insurance premiums.</p>



S/No	Requested Clarifications	Clarification
	<p>insurance and traffic regulatory purposes in respect to all liabilities that are not honored/rejected by the insurance underwriter. This clause should equally be included in the Master Lease Agreement (MLA)</p> <p>Kindly add a clause where the Lessee will have an obligation to acknowledge all liabilities that are not honored by the underwriter because of misuse of the vehicles by the users, we also seek the inclusion of the Lessee in any legal claims that might arise due to third party claims.</p> <p>This is a result of several misuse cases that have not been honored by the underwriter and we have been forced to bear them.</p> <p>Clause 13 states "In pursuance of this agreement, each party, covenants to the other that such party will at all times hereafter indemnify and keep the other party indemnified against all third party demands, claims, liabilities, losses, costs, expenses that the other party may incur arising from the defaulting party's obligations hereunder.</p> <p>There have been cases whereby our members have had to pick up costs from insurance claims involving 3<sup>rd</sup> parties that have been rejected by the insurance companies due to misuse of the vehicles by the users.</p> <p>We seek the inclusion of the Lessee in such legal claims.</p>	<p>You may wish to evaluate the risks appropriately.</p>
21.	<p>Step in clause:</p> <p>A clause to the effect that a financier can step in, in the event the lessor does not meet their maintenance obligations, by appointing another provider during the step in period.</p>	<p>The National Treasury shall abide with the teaming agreement between the parties during the contract period.</p>
22.	<p>Pg 70</p> <p>"The Procuring Entity shall undertake</p>	<p>The National Treasury shall undertake Monitoring and Evaluation at its own cost.</p>

S/No	Requested Clarifications	Clarification
	<p>Monitoring and Evaluation on the centres/commitments made/proposed on quarterly basis in the 1<sup>st</sup> year and bi-annually in the remaining three years of the lease period. The cost of undertaking the exercise has been provided in the price schedule under the Provisional Sums and to be paid by the successful Tenderers and reimbursements made on actual expenditure incurred”.</p> <p>The cost of monitoring and evaluation is not included in the price schedule; please consider including it for pricing purposes.</p>	<p>Monitoring and Evaluation should <b>NOT</b> be costed by the Tenderer.</p>
23.	<p>Pg 76</p> <p>“Post qualifications exercise shall include but not limited to:</p> <p>How affordable are the vehicles released to the market after the lease term vis a vis the Residual Value?</p> <p>Full Disclosure on how Rental Costs and Residual Values are computed per lot. Information shall be compared with NTSA on the prices the vehicles were disposed of. Non-disclosure of material information shall lead to disqualification of the Tenderer. “</p> <ul style="list-style-type: none"> <li>• The residual value is an upfront investment by the lessor from which they expect to makes some profit after meeting the costs associated with end of lease term like storage, insurance, refurbishment and commissions to disposal agents among others These costs may vary as some lessors may choose to refurbishment or modify the vehicle to make them attractive to buyers while others may sell as is where basis. Residual value in isolation may therefore not be sufficient to compare with disposal price at the end of the lease, we request a more</li> </ul>	<p>The National Treasury shall abide with the requirement of the Tender Document.</p> <p>All the listed factors have costs implication which should be evaluated in determining the residual value.</p> <p>Leasing companies have the leeway to participate as the lead bidders in this tender to mitigate any associated limitations.</p> <p>Refer to item 13 above.</p>



S/No	Requested Clarifications	Clarification
	<p>detailed review of above factors be included this evaluation.</p> <ul style="list-style-type: none"> <li>Also, if Residual Value profits are the only place where the Leasing Companies can participate in making margins and profits and if you then take this away by forcing a set RV on the deal, then Leasing Companies will not be able to participate in the leasing program and you are then also discriminating against the leasing companies.</li> <li>Set RV's on a deal and monitoring sales prices in the market does not take into account the expenditure incurred to achieve that selling price e.g. marketing, refurbishment, repainting, storage fees etc.</li> <li>The set RV per the pricing template does not take into account that the market will get most of the units at the same time and that when you sell volumes into the market, you cannot achieve the same RV as when you sell the vehicles on a piecemeal basis.</li> <li>We request for the deletion of this analysis and allow natural competition to determine the vehicle prices in the market.</li> </ul>	
24.	<p>Payments Page 209 of 292</p> <p>Clause 5(a) states “.... the lessee shall throughout the Term pay to the Lessor as frequently as indicated in the Lease rental, the Rental (together with all applicable taxes) on each Payment Date. The Lessor shall issue an invoice to the Lessee on each Payment due date”</p> <p>Clause 5(c) states “All payments under this agreement and the lease rental must be paid by the lessee on or before the due date.....”</p>	<p>The National Treasury shall abide with the requirement of the Tender Document</p>

S/No	Requested Clarifications	Clarification
	<p>Clause 5(f) states "Invoices are payable within Sixty days (60No) days after the receipt of such invoice or demand from the Lessor to the Lessee for such monies"</p> <p>Based on historical facts, the lessee does not honour these clauses.</p> <p>In the event that payment is not received by the lessor by the due date, we propose inclusion of a default penalty clause to be charged to the lessee on the overdue amounts.</p>	
25.	<p>Pg 209 (5) Payment (f)</p> <p>"Invoices are payable within Sixty days (60No) days after the receipt of such invoice or demand from the Lessor to the Lessee for such monies"</p> <p>In the event that payment is not received by the lessor by the due date, we propose inclusion of a default interest be charged on the overdue amounts.</p>	The National Treasury shall abide with the requirement of the Tender Document
26.	<p>Page 209 5. Payment</p> <p>"The Lessor shall issue an invoice to the Lessee on each Payment due date"</p> <p>This paragraph is incorrect as the Payment due date is 60 days after the date of the invoice</p>	The National Treasury shall abide with the requirement of the Tender Document
27.	<p>Total Loss_Pg 212-213 Clause 12 (a)</p> <p>"In occasions that may lead to total loss of a vehicle, the lessor shall provide a relief car within 48 hrs and until such a date of determination of such loss by the insurer. The lessor shall thereafter provide replacement vehicles within 72 hours of such determination"</p> <p>Processing a replacement vehicle within 72 hours is not practical given the vehicles have to be accessorized, painted /branded</p>	<p>The National Treasury shall abide with the requirement of the Tender Document.</p> <p>These are security operation vehicles that require immediate replacement.</p>



S/No	Requested Clarifications	Clarification
	<p>and registered. We propose this to be changed to 60 days or to the same allowance to deliver vehicles as recorded as part of the award roll out. This will then also allow standard vehicles to be delivered quicker than non-standard or specialized vehicles.</p> <p>Consider amending the 72-hour replacement period with 90 Days, this is because in most cases we have swing cars that we provide in the event of Total Loss and there is a lengthy process to be undertaken before a unit is replaced.</p>	
28.	<p>Pg 214 20 (c) (1)</p> <p>"All arrears of Rentals together with all other amounts which are due (but unpaid) under the Lease rental up to the Early Termination Date, including the notice period."</p> <p>In case of early termination for lessee's convenience, the lessee should then pay the lessor the difference between capital balance and vehicle disposal price net of disposal associated expenses.</p> <p>In addition, the Lessee should also reimburse any expenditure incurred not yet recovered – e.g. Insurance paid in advance for the year and then only 1 quarter of this cost recovered from the billing which then leave 3 quarters of recovery as a shortfall.</p>	The National Treasury shall abide with the requirement of the Tender Document
29.	<p>Pg. 216 23 (b)</p> <p>"If the Lessor exercises its rights under Clause 23 (a), the balance of the moneys payable by the Lessee under this Agreement shall be the rental payments outstanding and unpaid up to and including the date of repossession and any payments should only be paid upon verification and confirmation by the Lessee."</p>	The National Treasury shall abide with the requirement of the Tender Document

S/No	Requested Clarifications	Clarification
	In the event of repossession, we propose that the lessee's payments include the cost of repossession and early termination costs. This noting the repossession would amount to early termination triggered lessee.	
30.	<p>Pg 219 Appendix 1a (7)</p> <p>"The lessee shall have rights to recover monies due to payable or reimbursement on termination of the lease contract for non- performance or material breaches of the lease contract"</p> <p>The performance bond will be in place to remedy non-performance by the lessor.</p> <p>The perceived penalty against the Lessor (OEM) for non-performance under the lease agreement is in fact a penalty against the Banks and Leasing Companies and the OEM walks away with very few risks and unrecovered costs.</p> <p>The perceived penalty against the Lessor (OEM / Motor Vehicle Dealer) for nonperformance under the lease agreement is in fact a penalty against the Independent Leasing Companies who will be innocent.</p> <p>We recommend removal of this clause.</p>	<p>The National Treasury shall abide with the requirement of the Tender Document.</p> <p>Partners are encouraged to structure their agreements to address any concerns / fears.</p>
31.	<p>Pg 221 Appendix (1c) return Conditions</p> <p>"Modifications: If by law any vehicle has to be modified during the leasing, any additions or modifications to the vehicle becomes the property of the Lessor."</p> <p>At the end of the lease, the Lessee should bear the cost of removing the modification and some items like sirens etc. be surrendered to lessee.</p>	The cost of modification and removing the modification shall be borne by the lessor
32.	<p>Pg 222 Return Conditions (5)</p> <p>"Any accidental damage (including damage to any glass) caused to the vehicle(s) must be repaired as per manufacturer's (Lessor)</p>	The cost of maintenance and repairs shall be borne by the lessor during the lease period.



S/No	Requested Clarifications	Clarification
	<p>recommendation. In the event of an accident causing any damage to the chassis, pillars or vehicle engine, the mechanic will replace them at the Lessor's cost."</p> <p>Where a vehicle damage is determined to have been caused through user negligence and the claim is not payable by insurance, the cost should be borne by the Lessee</p>	
33.	<p>Modification Page 222 of 292</p> <p>Clause states "If by law any vehicle has to be modified during the leasing, any additions or modifications to the vehicle becomes the property of the Lessor."</p> <p>Specialized items like Sirens, Flashing/Rotating Beacons will be of no use to the Lessor</p> <p>We recommend that the Lessee should bear the cost of removing the modifications and utilize them elsewhere.</p>	<p>The cost of modification and removing the modification shall be borne by the lessor</p> <p>The Specialized items like Sirens, Flashing/Rotating Beacons and any other security installation shall be returned to the lessee at the end of the lease period.</p>
34.	<p>Pg 227 Schedule A: Lease Pricing Schedule</p> <p>"Residual Value: Ksh. Amount</p> <p>(Tabulation to be provided on how you arrive at the value) (Min. 40%) "</p> <p>Residual Value (RV) is the estimated vehicle value at the end of lease term based on lessor's judgement (that would be based on historical prices, vehicle usage/care expectations, model popularity, anticipated technological changes in model etc.</p> <p>A minimum of 40% should not be included as this is tenderers pricing decision.</p>	<p>The National Treasury shall abide with the requirement of the Tender Document.</p>
35.	<p>14. Page 275 of 292</p> <p>"The Contract shall be for a period of Four</p>	<p>The Contract shall be for a period of Four (4) years.</p>

S/No	Requested Clarifications	Clarification
	<p>(4) years renewable annually upon satisfactory performance assessment by the Contract Implementation Team (C.I.T)”</p> <p>Since the primary lease term is four (4) years does this imply there will be need for annual renewals within this period? The performance bond is already an adequate countermeasure against non-performance by the lessor furthermore there is a clause on breach. Making the contract renewable means funding decision will be based on one year cash flows which may not be sufficient to cover the financier’s exposure based on vehicle acquisition prices.</p> <p>The wording of this clause will make funding to be difficult. It needs to be re-worded.</p> <p>In the event that you want us to costs on a yearly basis and not a 4 year fixed basis, or where you force us to cost on this basis (When the contract has to be renewed every year), then the first year will be much higher than the other 3 years as the market value drop in the first year is substantially higher than the second, third and fourth years.</p> <p>We propose the Contract period to be for the full Four Years and not renewable on a yearly basis, this is to make it possible to get financiers for the Project who work on a long-term plan.</p> <p>The financial institutions we have contacted are uncomfortable with this requirement. It substantially reduces their appetite to finance GoK lease.</p>	<p>Monitoring and Evaluation of performance of this contract shall be undertaken on an annual basis.</p> <p>Performance Bond equivalent to 10% of the contact sum shall be provided annually.</p> <p>The requirement for annual assessment for framework contracts is anchored in Section 114 of the Public Procurement and Asset Disposal Act, 2015.</p> <p>This is a Four (4) year framework contract. It is the assessment that shall be done annually to inform continuity.</p>
36.	<p>Pg 275</p> <p>“Contracts shall be drawn between the Tenderer who have quoted / submitted its bid and The National Treasury and Planning, and not any sub agent and/or financiers.”</p>	<p>The National Treasury shall abide with the teaming agreement between the parties.</p> <p>Refer to item 16 and 30 above.</p>



S/No	Requested Clarifications	Clarification
	<p>We propose the lessee acknowledges assignment of rentals to the financiers. This will reduce lessees and financiers exposures by ring fencing the payments to rental obligations, furthermore the contract performance obligation will remain with the lessor /Tenderer.</p> <p>This statement contradicts the "term" as per the definitions (4), since the remedies for non-performance are already provided under breach and performance bond will be provided we propose removal of annual renewal.</p>	
37.	<p>Pg 275 ITT 3.1 (2)</p> <p>"Commercial Banks shall only undertake financing for the programme."</p> <p>Kindly clarify whether commercial banks can be firms in Joint Ventures or, classified as subcontractors.</p>	The National Treasury shall abide with the teaming agreement between the parties.
38.	<p>Pg 25 ITT3.1 (3)</p> <p>"Leasing companies affiliated to Commercial Banks shall not obtain financing from its affiliate for the program to enhance fair competition."</p> <p>All Banks are regulated by the Central Bank of Kenya.</p> <p>Lease companies affiliated with a commercial bank have already gone through rigorous approvals framework to qualify to trade under strict regulatory requirements.</p> <p>This is now an additional burden on these leasing companies.</p> <p>Also pricing for Leasing Facilities are mainly negotiated between the Tenderers/OEM's and the Commercial Banks and not by the leasing companies.</p>	The National Treasury shall abide with the requirement of the Tender Document.
39.	<p>Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated – NPS4, NPS5 and NPS6 were supplied with Superstructure with</p>	The specifications to remain as per the Tender Document.

S/No	Requested Clarifications	Clarification
	Canvas without the Fibreglass Canopy – kindly re-check and revert.	
40.	Kindly clarify if you require Double Layer Canvas or Single Layer Canvas	Double Layer Canvas is required
41.	Powder coated Steel Rear bar with jacking point – NPS3, NPS4 and NPS5 were supplied with Twin Tube, NPS6 were supplied with Single Tube – what specification do you kindly require us to follow.	To supply Single Tube
42.	We kindly request for clarification on the Extended front Kangaroo Bar for Tender Ref No. 3a - MTD-1463-048-21 and 3b - MTD- 2715-048-21, as we can supply a replacement bull bar which we have always supplied, or we can supply a clip-on bolt on bar on OE Bumper	The Tenderer shall fit an Extended Front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate.  Clip-on bolt on bar on OE Bumper <b>SHALL</b> not be accepted.
43.	Regarding Bull Bars, wording on NPS6 was “Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be high quality powder coated, internationally manufactured, tested complete with airbag certification” which has now been changed to “Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be of high quality, powder coated, tested and approved” – in our opinion the treasury should insist on @Bull Bars that are Certified and Crush Tested Reports for safety of the passengers”	Bull Bars should be;  “Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be of high quality, powder coated, tested and approved” as per the specifications in the Tender Document.
44.	We are requesting for an expansion of the Engine capacity in lots 1a, 1b, 3a and 3b Heavy duty single cabin and heavy duty utility vehicles from 2900-4200CC to 2800-4500CC. to incorporate the new models compliant with Euro IV Standard as per KS1515 and that are available in the market for different brands. This will ensure the Procuring Entity benefits from the new technology and capacity in these vehicles.	The specifications to remain as per the Tender Document.
45.	Late Payment Penalty_Page 266 of 292  Kindly insert a clause on delayed/late	The National Treasury shall abide with the requirement of the Tender Document



S/No	Requested Clarifications	Clarification
	<p>payment of Rentals, we are currently suffering because of delayed payment dating back to March 2022 and the financiers are charging interests that we unable to pass to TNT.</p> <p>Kindly insert a clause on delayed/late payment of Rentals in the Master Lease Agreement where Penalties will be borne by the National Treasury, we are currently witnessing delayed instalment payment dating back to <u>March 2022</u> and the financiers are charging interests that we unable to pass to TNT as per the existing contract.</p>	
46.	<p>Early Termination Page 214 of 292</p> <p>Clause 20(c) states "Immediately upon termination of the agreement pursuant to clause 20(a) the Lessee shall pay to the Lessor upon demand:</p> <p>(i) "All arrears of Rentals together with all other amounts which are due (but unpaid) under the Lease rental up to the Early Termination Date, including the notice period."</p> <p>In case of early termination for lessee's convenience, the lessee should then pay the lessor the difference between capital balance and vehicle disposal price net of disposal associated expenses. In addition, the Lessee should also reimburse any expenditure incurred not yet recovered – e.g. Insurance paid in advance for the year and then only 1 quarter of this cost recovered from the billing which then leave 3 quarters of recovery as a shortfall.</p>	The National Treasury shall abide with the requirement of the Tender Document
47.	<p>Repossession Page 216 of 292</p> <p>Clause 23(a) states "The Lessor will only repossess in the event of non-payment or negligence/mishandling of the vehicles. Clause 23(b) states "If the Lessor exercises its rights under Clause 23 (a), the balance</p>	The National Treasury shall abide with the requirement of the Tender Document

S/No	Requested Clarifications	Clarification
	<p>of the moneys payable by the Lessee under this Agreement shall be the rental payments outstanding and unpaid up to and including the date of repossession and any payments should only be paid upon verification and confirmation by the Lessee."</p> <p>In the event of repossession, we propose that the lessee's payments include the cost of repossession and early termination costs. This noting the repossession would amount to early termination triggered by the lessee.</p>	
48.	<p>Vehicle delivery period – 90 days</p> <ul style="list-style-type: none"> <li>• Request amendment of this to longer period, up to 180 days due the current vehicles supply chains disruption across the globe.</li> <li>• Part of local content is achieved through local vehicle assembly. This alone takes two to three months.</li> <li>• Process of vehicle acquisition starts at contract signing due to associated cost of stock holding in case the bidder doesn't win the tender.</li> </ul>	The delivery period shall be <b>120</b> days
49.	<p>Joint Ventures between Lessor and Financiers, Insurance, Leasing company &amp; Assemblers' declaration</p> <ul style="list-style-type: none"> <li>• There seems to be a contradiction in requirements of ITT no 10 on page 26, requirement no 17 on page 32 and no 22 on page 33 as read together with Tender Information form on page 91 and Clause 6.1 of general conditions on page 264.</li> <li>• Is Joint Venture a mandatory requirement?</li> <li>• We seek clarifications on the relevance of this requirement as the contract is purely between the lessor and the lessee (The tenderer and the procuring entity)</li> <li>• What form of contract or documentary evidence is required, for instance between the tenderer and the bank in absence of a loan</li> </ul>	<p>There is no contradiction in the clauses.</p> <p>Joint Venture is not mandatory</p> <p>It's upon the Tenderer to opt for a JV depending on their capacity and capability to execute this tender.</p> <p>Teaming Agreement</p>



S/No	Requested Clarifications	Clarification
	<p>agreement? Etc. We seek clear guidance.</p> <ul style="list-style-type: none"> <li>Is it possible to have agreement with several leasing companies? Rather is it allowed?</li> </ul>	<p>A leasing company may have teaming agreements with several firms in different LOTS. A leasing company cannot submit more than one bid in any given LOT.</p>
50.	<p>Lease Tenure i.e. annual renewal. Financiers are not comfortable with this arrangement and is likely to increase the cost of borrowing as they attempt to cover their perceived risks</p>	<p>The Contract shall be for a period of Four (4) years</p> <p>Monitoring and Evaluation of performance of this contract shall be undertaken on an annual basis.</p> <p>Performance Bond equivalent to 10% of the contact sum shall be provided annually.</p>
51.	<p>Partners – banks will only issue an agreement once results of the tender are known. Will a Letter of Intent signed between a company and the bank suffice as part of the tender documentation?</p>	<p>Teaming Agreement shall suffice as part of the Tender Documentation.</p>
52.	<p>Page 5 mentions 1406 units as the lease requirement yet the summary on page 256 indicates 1410</p> <p>Please clarify</p>	<p>Total number of vehicles are 1,1410</p> <p>Refer to Annex 1 on page 29 of this addendum</p>
53.	<p>Page 224 of 292 - Appendix 2a (Routine Maintenance and servicing of vehicles) under (1) - Routine Service Process (a) Type of intervals of service. The service component is the implementation of type minor, immediate and major services with service occurring at 5000kms intervals up to the agreed distance as per lease rental.</p> <p>Request Procuring entity to open this to read "5000 - 10000kms - because Some vehicles have upgraded engine performance that service at intervals of 10000kms - which reduces service cost as well.</p>	<p>The National Treasury shall abide with the requirement of the Tender Document</p>
54.	<p>Lot 6A – Specification 2 (g) – Luggage carrying capacity (for carrying security equipment), seats up, mandatory – 1700 Litres.</p>	<p>The National Treasury shall abide with the requirement of the Tender Document</p>

S/No	Requested Clarifications	Clarification
	<p>Request – To review the minimum carrying capacity.</p> <p>Reason: This is too big a capacity with all the seats up. 1,700Litres presupposes almost 2 Ton capacity.</p>	
55.	Changes made on tables on ITT 1.1 page 24, Service Networks pages 68, Scope of the Assignment pages 100 as per the Tender Document	The tables have been revised as per Annex 1 on page 29 of this addendum
56.	<p>As a follow up with our request to expand the engine capacity for lot 1a and 1b, we would wish to request for your guidance on lot 1b as below.</p> <p>The technical specification for lot 1b is of a security nature and the law does not allow civilians to own similar vehicles after lease, in these case we would request an addendum to specific lot to indicate either as below;</p> <ul style="list-style-type: none"> <li>• Lease to won after the period</li> <li>• Consider on outright purchase</li> </ul> <p>We shall be grateful to receive your guidance on the above request.</p>	The Procuring Entity shall consider an outright purchase after the primary lease term at not more than 35% of the declared discounted show room price.
57.	<p>Page 25 of the Tender Document ITT 3.1</p> <p>Maximum number of members in the Joint Venture (JV) shall be: <b>Three (3) members</b></p>	Maximum number of members in the Joint Venture (JV) shall be: <b>Five (5) members</b>
58.	A Procurement-related Complaint/ litigation may be challenged on only <b>LOT</b> basis and not the whole tender	Applicable

All the other terms and conditions remain the same.



HEAD, SUPPLY CHAIN MANAGEMENT SERVICES  
FOR: PRINCIPAL SECRETARY / NATIONAL TREASURY



## Annex 1

The vehicles were clustered under different LOTS as follows:

LOT	MTD NO.	SPEC DESCRIPTION	EST. QTY
1a	2558-045-21	Heavy Duty Pick Up, Single Cab,4x4,2900-4200cc Diesel With Rear Superstructure And Canvas	150
1b	2710-045-21	Special Duty Operation Pick Up, Single Cab,4x4,2900-4200cc Diesel	100
2a	2565-045-21	Medium Duty Pick Up, Double Cab, 4X4, 1900 - 2700cc Diesel with Rear Fibreglass/Metal Alloy Enclosed Body with Glass Windows and Door	30
2b	2566-045-21	Medium Duty Pick Up, Double Cab,4x4, 1900-2700cc Diesel	80
3a	1463-048-21	Heavy Duty, Utility Passenger Vehicle Caravan ,4x4,L.W.B.,2900-4200 Cc Diesel	82
3b	2715-048-21	Heavy Duty, Utility Passenger Vehicle Caravan,4x4, L.W.B., 2900-4200cc Diesel (WITH SIREN AND BENCH)	50
4(a)	2569-045-21	Medium Duty Pick Up, Single Cab,4x4,1900-3000cc Diesel, With Superstructure & Canvas	300
4(b)	2708-045-21	Standard Duty Pick Up, Single Cab,4x4,1900-2700cc Diesel, With Superstructure & Canvas	200
5a	2712-047-21	Medium Duty, Off-Road Vehicle,4x4,1800-2000cc Petrol	100
6a	2338-047-21	Heavy Duty, Utility Passenger Vehicle,4x4,L.W.B., 2200-3000cc Petrol	36
6b	2568-047-21	Heavy Duty, Utility Vehicle,4x4, 5-Seater 2001-2500cc Diesel	1
7a	2561-014-21	Medium Duty,4 Ton,4x2, High Sided Truck with Canvas	63
8	2202-040--21	Minibus,30-35 Passengers	4
9	2716-012-21	Large Truck,4x2,9-10 Ton, High Sided Body With Superstructure And Canvas	11

LOT	MTD NO.	SPEC DESCRIPTION	EST. QTY
10	1056-162-21	Water Bowser, 4x2, 9000-10,000 Litres	2
11a	2200-012-21	7-8 Ton Truck, 4x4, With Superstructure & Canvas	170
11b	2714-012-21	7-8 Ton Truck, 4x4, With Superstructure & Canvas, Torsion Free With Special Safety Features For Border Areas/Security Zones	30
12	1271-046-21	Executive microbus, diesel, 9 passengers	1
			1410



## Annex 2

SPECIFICATION NO. LOT 4a - MTD-2569-045-21

TENDERER'S NAME

NO: \_\_\_\_\_

TENDER NO: \_\_\_\_\_ ITEM NO: \_\_\_\_\_ EST. QTY: 300

DESCRIPTION: MEDIUM DUTY PICK-UP, SINGLE CAB, 4x4, 1,900- 3,000cc DIESEL, WITH SUPERSTRUCTURE & CANVASTENDERER'S  
SPECIFICATION Column  
to be completed by ALL

	SPECIFICATION	REQUIREMENT	TENDERER'S
	MAKE	-	_____
	MODEL	-	_____
	COUNTRY OF ORIGIN	-	_____
	Manufacturer's literature, authorisation and specifications to be attached when tendering.	Yes(Mandatory)	_____(Y/N)
1.	GENERAL		
a)	A Standard production, 4x4, single cab pick up vehicle designed for operating on both 'on' and 'off' road conditions. Suitable for security operations to transport personnel and equipment.	Yes	_____(Y/N)
b)	Location of intended use is out-posts in semi-arid areas of the country where, besides poor roads, conditions can also get muddy with high flooding.	Yes	_____(Y/N)
c)	Supplied new mandatory.	Yes	_____(Y/N)

2.	DIMENSIONS, WEIGHTS AND PERFORMANCE		
a)	Overall length. mandatory	5,100-5,500 mm	_____ mm
b)	Overall width.	1,800-2,200 mm	_____ mm
c)	Overall height.	1,800-2,000 mm	_____ mm
d)	Wheelbase.	3,000-3,300 mm	_____ mm
e)	Ground Clearance, min. mandatory	235 mm	_____ mm
f)	Approach angle, min. mandatory	25 °	_____ degrees
g)	Departure angle, min. mandatory	25 °	_____ degrees
h)	Ramp angle, min. mandatory	25 °	_____ degrees
i)	wading depth, min. mandatory	750 mm	_____ mm
j)	Max. G.V.W.	3,000 Kg	_____ Kg
k)	Kerb weight, max	2,000 Kg	_____ Kg
l)	Max. payload, min. mandatory	950 Kg	_____ Kg
3.	ENGINE		
a)	Make	-	_____
b)	Model	-	_____
c)	Country of origin	-	_____
d)	Engine to be comonrail diesel technology, with turbocharger	Yes (Mandatory)	_____ (Y/N)



e)	Piston displacement. mandatory	1,900 – 3,000 cc	_____cc
f)	Number of cylinders, min. mandatory	4 No.	_____No.
g)	Maximum power output, min. mandatory	125 Kw	_____Kw _____rpm
h)	Maximum torque developed, min. mandatory	400 Nm	_____Nm _____rpm
i)	Engine aspiration to be turbocharged	Yes (Mandatory)	_____(Y/N)
j)	Fuel tank capacity, min. mandatory	80 Lt	_____Lt
k)	Average fuel consumption (Combined urban and highway)	Specify	-----km/l
4.	CLUTCH AND TRANSMISSION		
a)	Manual /automatic transmission	Yes (Mandatory)	_____(Y/N)
b)	Speeds, min	5F/1R	_____(Y/N)
c)	Drive configuration to be 4x4 with a switch (or knob) for engaging four wheel drive	Yes (Mandatory)	_____(Y/N)
d)	With Limited Slip Differential technology	Yes (Mandatory)	_____(Y/N)
5.	BRAKES AND TYRES		
a)	Assisted hydraulic brakes with ABS system.	Yes (Mandatory)	_____(Y/N)
b)	Drum or disc brake	specify front  specify rear	_____  _____

c)	Locally available, <b>All Terrain</b> tubeless tyres and chrome wheels complete from original equipment manufacturer and with no plastic covers , which can endure any off-road conditions in the country	Yes (Mandatory)	_____(Y/N)
d)	Optimum tire size	Specify	
6.	<b>SUSPENSION, STEERING &amp; BODY</b>		
a)	Independent front suspension, with telescopic dampers both front and rear	specify front rear	_____ _____
b)	Power assisted steering	Yes	_____(Y/N)
c)	Roomy cab to seat 2 adults comfortably including driver.	Yes	_____(Y/N)
d)	To have driver and front passenger airbags.	Yes (Mandatory)	_____(Y/N)
e)	Fitted with air conditioning system	Yes mandatory	_____(Y/N)
f)	To have power window winding mechanism for all doors.	Yes	_____(Y/N)
g)	Vehicle to be fitted with quality windbreakers and fog lights at the time of delivery	Yes	------(Y/N)
7.	<b>REAR PICK - UP CONSTRUCTION &amp; EQUIPMENT/ACCESSORIES</b>		
	Name & location of body builder (specify whether it is vehicle supplier or sub-contractor).	-	-----
	Detailed engineering drawings (Showing all elevations, dimensions etc) of body to be fabricated.	Yes (Mandatory)	(Y/N)



a)	Rear pick up body to have a fibreglass canopy/ detachable steel-pipes Tarpaulin canopy fabricated. Canopy made of steel-pipes 1.5", class B powder coated and a tying system for the canvas (minimum 450GSM ripstock canvas green). Tarpaulin covering the sides and rear body, with provision to be folded and tied (or removed) so as to have the rear open.	Yes mandatory	_____(Y/N)
b)	Polyurea pick up bed liner coating– on floor, sides and door. Minimum thickness, 2.0 mm	Yes (Mandatory)	----- (Yes/No)
c)	Tarpaulin to have two appropriately sized clear pieces at the sides and at the rear for light. With zipped side covers	Yes mandatory	----- (Yes/No)
d)	Both sides to have foldable bench-type seats (with fixed backrest) for personnel, suitably reinforced and with a locking mechanism when folded. Both seating area and backrest to have high density foam/fibreglass covered with an easy to clean polyester outdoor fabric.	Yes mandatory	----- (Y/N)
e)	Water proof electric winch, 5400Kg min, with 30m SR steel cable rope, wireless handheld remote (for safety reasons).	Yes mandatory	----- (Y/N)
f)	Powder coated Steel Rear bar with jacking point.	Yes mandatory	----- (Y/N)
g)	LED flasher Grille lights & LED internal Windscreen strobe lights with independent programmable switch for sequence and colour. 6W x 6 lights per grille.	Yes mandatory	----- (Y/N)

h)	Dual Battery system with additional maintenance free battery. Minimum 275Amp with automated battery charging manager to charge both batteries, override rocker switch, Dual Battery monitor mounted securely in the cabin. All auxiliary equipment to be connected to dual battery.	Yes mandatory	----- (Y/N)
i)	On board air compressor minimum 160l/min capacity, min 8m heat resistant air hose to be used to inflate tyres. Cast alloy housing, cabling and inline fuse required. Mounted securely at the back of the seat.	Yes mandatory	----- (Y/N)
j)	Foldable Road block spikes with stainless steel spikes. Mechatronic remote control operation device, 12v, LxW 5,000 x 185mm, spike length 40mm. To be encased in a briefcase type box.	Yes mandatory	----- (Y/N)
k)	Collapsible LED Cones, bright orange colour, visibility upto 800ft, min. 5 led lights, USB charging cable, with rechargeable lithium battery, min. 200mA.	Yes mandatory	----- (Y/N)
l)	4MIL medium / clear safety - security film fitted on all windows	Yes mandatory	----- (Y/N)
m)	Re-spray and brand to police colours as required (using 2K paint).	Yes mandatory	----- (Y/N)
n)	Fitted with a roof mounted red and blue light bar (with LED modular polycarbonate lens lights) waterproof aluminium casting. 100W speaker and a siren which has a microphone and loud speaker system.	Yes mandatory	_____(Y/N)



o)	High raise jack 48" mounted inside driver cabin and jacking points.	Yes mandatory	____ Y/N)
p)	Extended front Kangaroo/Bull Bar. Minimum plate thickness 2.5 mm with jacking points and under plate. Bull bar must be of high quality, powder coated, tested and approved.	Yes mandatory	____ (Y/N)
q)	Front and rear light guard	Yes mandatory	____ (Y/N)
r)	All fitments and accessories to have full uniformity in all vehicles without any variation in design, shape, size, type installation or colour.	Yes mandatory	----- (Y/N)
s)	Constructed samples with drawings and equipment specifications to be provided for inspection by user before approval is issued for conversion of the fleet. Body builder profile/prior work to also be provided when tendering.	Yes (Mandatory)	____ (Y/N)
10.	EQUIPMENT		
a)	FM radio with CD player fitted	Yes	(Y/N)
b)	Spare wheel and external carrier fitted.	Yes	____ (Y/N)
c)	Manufacturer's standard tools, supplied.	Yes	____ (Y/N)
11.	WARRANTY & MANUALS		
a)	Specimen of vehicle warranty to be submitted when tendering.	Yes	____ (Y/N)
b)	Each vehicle supplied should carry a statement of warranty.	Yes	____ (Y/N)

c)	Vehicle warranty min. mandatory, 100,000 Km or 12 Months whichever occurs first.	Specify	_____ Km _____ mths
d)	Driver's handbook and service schedule supplied.	Yes	____(Y/N)
12.	REQUIREMENT		
a)	Vehicle to be registered with the registrar of motor vehicles.	Yes mandatory	
b)	Vehicle to be inspected by the Chief Mechanical and Transport Engineer prior to delivery to the user.	Yes (Mandatory)	
c)	Firm's Status: (Franchise holder/ Dealer/Agent)	Specify	
d)	Availability of spare parts	Indicate motor vehicle dealers who stock spare parts.	
e)	Indicate names and physical addresses of dealers/agents where back-up service can be obtained.	Specify	