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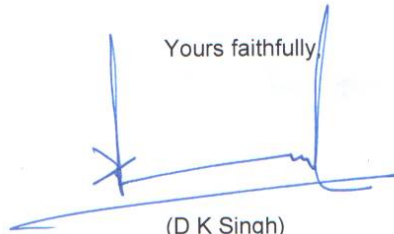
**RESPONSE TO PRE-BID QUERIES ON RFP: QTY 18 ARTICULATED ALL
TERRAIN VEHICLE (AATV)**

Dear Sir/Madam,

1. Reference is made to Request for Technical and Commercial Proposal for Qty 18 Articulated All Terrain Vehicle (AATV) uploaded on MoD & Indian website on 25 Mar 2022.
2. Response to the pre-bid queries raised by vendors is enclosed as Appendix to this letter (07 pages).
3. Bids to be submitted positively by 1500hr, 17 Jun 2022.



Yours faithfully,



(D K Singh)
Colonel
Director 'C'
Office of ADG Acq Tech (Army)

Enclosures : As above.

**RESPONSE TO PRE-BID QUERIES ON RFP : PROC OF QTY 18 X ARTICULATED
ALL TERRAIN VEHICLE (AATV)**

Ser No	Queries	Response
1.	M/s Larson &Toubro	
(a)	<p>(i) Appendix E, Product Support, Para 1 & Para 6. In para 1, the maintenance concept is described as 'O & I' level (assumed NATO definitions) or up to level 3, in para 6 the Technical documentation is expected to be provided up unit level 4.</p> <p>(ii) Is level 4 in the sentence meaning "D" level according to NATO definitions?</p> <p>(iii) Is it correct to assume that SMT/SME is required for level 3 but technical documentation for level 4.</p>	<p>(i) The bidder will be required to provide the technical literature preferably in IETM (Interactive Electronic Training Manuals) in Level 4 format or higher which is advanced from of an IETM. Level of repair remain same as in RFP ie. Up to 'O' Level (Unit & Field Repair ie. 1st & 2nd Level carried out in unit & Field Workshop) and 'I' Level (3rd Level Intermediate repair by Corps Zone Workshop).</p> <p>(ii) No, Level 4 refers to IETM Level and not level of repairs.</p> <p>(iii) Technical documents is also required upto 'I' Level or 3rd Level. IETM is required in Level 4 or higher.</p>
(b)	<p>Part II – Technical Requirements, Para 28 – Technical offer. As part of the Technical Offer, overall product level maintenance schedule along with the MTBF and MTTR are required to be provided. The detailed maintenance schedule to achieve maximum life and expected life of each assembly/sub-assembly/ LRU/ SRU will be provided as part of the maintenance manuals during the Maintainability Evaluation Trials (MET).</p>	<p>All documents specified in Para 28 of RFP are required to be provided along with the technical offer/ proposal.</p>
(c)	<p>Part II – Technical Requirements, Para 39 – Field Evaluation Trials. Request you to provide information like the space, volume, weight, preferred location etc. on the Government Furnished Equipment (GFE) like the radio sets, personal equipment etc. required to be integrated with the AATV.</p>	<p>(i) For personal equipment, no separate space is required in the vehicle. However, for Radio set, a Radio Set Mount is required one per vehicle (in front cabin) as per Appendix A, SI 55.</p> <p>(ii) Since, the information sought is restricted, details of Radio Set Mount will be provided subsequently directly to TEC compliant vendors.</p>
(d)	<p>Part II – Technical Requirements, Para 39 (a) – Field Evaluation Trials. Please clarify what is POLs.</p>	<p>POL – Petroleum, Oil & Lubricants (DAP 2020 page 627, Para 60 (c))</p>
(e)	<p>Appendix A, SI 1(e), Power To Weight Ratio. Please confirm that Power to Weight Ratio of 20hp/Ton is required in standard test conditions at Mean Sea Level (MSL) as per standard practices.</p>	<p>Power to weight Ratio should be in conformance with RFP. Refer Para 1(c) of Appendix 'A' of RFP.</p>

<u>Ser No</u>	<u>Queries</u>	<u>Response</u>
(f)	Appendix A, SI 55. Please provide the details of Radio Set Antenna Mounts for incorporation in AATV.	Refers Para 1(c) above.
(g)	Appendix F, SI No 31 – Self Recovery. The proposed AATV has an in-built self-recovery mechanism in the form of 4 independently driven tracks akin to a 4x4 vehicle. Please confirm if this qualifies as self-recovery mechanism. Also please confirm if a winch is required in addition.	As per RFP.
(h)	<p>Annexure IV to Appendix H, Para 2.</p> <p>(i) Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number) of the subject contract an amount equivalent to% (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz, (fill in date) will be recovered from you as liquidated damages. You may now tender the Stores for inspection [balance of the Stores] in terms of this letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.</p> <p>(ii) Request to kindly modify the clause in Annexure IV to Appendix H, Para 2: Please note that notwithstanding the grant of this extension in terms of Clause (fill in clause number of the subject contract an amount equivalent to% (..... per cent) of the delivered price of the delayed goods for each week of delay or part thereof (subject to the ceiling as provided in the aforesaid clause) beyond the original contract delivery date/the last unconditionally re-fixed delivery date (as & if applicable), viz, (fill in date) will be recovered from you as liquidated damages. Provided such delay is attributable to force majeure or reasons attributable to Customer in such cases, no Liquidated Damages shall be applicable on Bidder. You may now tender the Stores for inspection [balance of the Stores] in terms of the letter. Stores if any already tendered by you for inspection but not inspected will be now inspected accordingly.</p>	This is a Standard Clause of RFP. Hence no change in clause. However, delays attributable to Force Majeure shall be dealt with on case to case basis.

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(j)	<p>(i) Appendix K, Para 5.3, Provided the acts of The Government or any State Parties of the seller which may affect the discharge of the seller's obligation under the contract shall not be treated as Force Majeure.</p> <p>(ii) As per standard practices, we recommended that "The acts of the Government of any state parties of the seller which may affect the discharge of the Seller's obligation under the contract" shall be treated as Force Majeure. Request you to modify the clause suitably.</p>	Refer Para 1(h) above.
(k)	<p>(i) Appendix F, Para 6, Maintainability Evaluation Trials (MET).</p> <p>(ii) Annual distances travelled with approximate average speeds on different types of terrains like road, cross-country etc. along with respective climatic conditions.</p> <p>(iii) Annual engine idling time. This information is required for prediction of reliability and deciding the scaling of Engineering Support Package (ESP).</p>	The details will be provided subsequently based on inputs taken from operational formations directly to OEMs seeking information.
(l)	Appendix F, SI (1), Terrain. User trials will be conducted in High Altitude Areas as well as Rann of Kutch.	As per RFP.
(m)	Appendix F, SI (4), Ballistic Protection. The Ballistic Protection requirements as per the RFP will be verified based on the Certification of Conformance (COC). Please confirm.	As per RFP.
(n)	Part I – General requirements, SI 56(a). Request you to provide the latest list of banned/debarred/suspended companies by Indian MoD.	List of banned/debarred/suspended companies is available on MoD website. Links: mod.gov.in/dod/mos_orders
2.	<u>M/s Prominent Comtech Pvt Ltd</u>	
(a)	Page 2, Para 2. The RFP has asked for protection to troops for Small Arm Fire, while further down the RFP defines the Armored Protection as Stanag 4569 Level 1 . Kindly confirm that the requirement is limited to Armored Protection as Stanag 4569 Level 1 .	As per RFP.
(b)	Page 2, Para 3, S No 'B'. RFP requires delivery qty 12 at Nimu and qty 6 at Bhuj. While complying with present operational characteristics and features at Appendix A, the AATVs will not be able to pass the trials in swampy and marshy areas of Bhuj. Therefore, can a vendor bid for part quantity of 12 only for Nimu.	In this regard please refer Part IV, Para 53 of RFP.

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(c)	<p>Page 2, Para 3, S.No 'e'. The RFP defines the equipment to be delivered at transit vehicle platoon Nimu qty 12 and ordinance Maintenance Company Bhuj qty 06. It is presumed that delivery at Nimu can only be made by way of self-driving the vehicle from Sonmarg onwards or through C130J/C-17/IL76, the reason being that truck/flatbed laded with the equipment cannot be driven on the curves of Jojilla Pass. Further possibility is to deliver the vehicle via IL type of Aircraft from Chandigarh or delivery may be accepted in Udhampur. Kindly clarify on the same by way of delivery method detailed in the RFP.</p>	<p>The delivery will be as per INCOTERMS at Para 1.1 and 1.1.1 of Appendix 'H'.</p>
(d)	<p>(i) Page 3, Para 4. The RFP does not detail the Timeline of Trials and detailed directive. These having cost implications may kindly be made part of the RFP. (ii) Can partial bids be accepted. (iii) The same configuration of AATVs sought for Nimu and for undulating terrains and marshy area of Runn of Kutch may not be complaint. Previous NCNCs of various models and machineries sent by various vendors with similar configuration of Runn of Kutch have failed trials and have even being stuck in the Runn area for more than a year. Would the RFP consider different specifications for trials in Runn of Kutch. (iv) Also what would be the outcome if a vendor trial vehicle succeed in one area of operation and does not clear the other area of operation due to present RFP specifications? Detailed criteria for any repairs during trials requested and its impact on further process of tender may be clarified.</p>	<p>(i) Broad trial methodology is as per Appendix 'F' to RFP. Trials will be carried out as per trial directive which will be subsequently issued to vendor shortlisted by TEC. (ii) Trials will be carried out as per Para 33, 38 & 39 of RFP.</p>
(e)	<p>Page 6, Para 1. It has been written in the RFP "the Engineering Support Package (ESP) and Warranty Guaranty conditions etc.". Kindly elaborate on 'etc' for clarity.</p>	<p>The Para is an introductory Para. Details of general requirements have been subsequently amplified in succeeding Paras.</p>
(f)	<p>Page 7, Para 8. "Deliverables supplied under the contract should be of latest manufacture i.e. manufacture after the date of contract..."Would New Engine, Transmission, Differential, Articulation, Tracks, COTS, Assemblies be exempted from this clause as delivery of above item would generally be available from stocks of manufacturers and only few months earlier to the date of contract. This being necessary as otherwise delivery of vehicles within 24 months will be impossible.</p>	<p>As per RFP.</p>

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(g)	<p>Page 7, Para 11 and Page 14, Para 41 and Appendix 'G'. As defined in RFP "Commencement of Warranty will be the date of acceptance post JRI", while detailed directive of JRI is not laid down in the RFP. Contradictions and turbid definition of PDI and JRI may kindly be clarified and detailed, as these would have financial implication and further process of sampling may also be elaborated. Further the warranty cannot be solely on timeline as usage of the equipment may also be made part of the warranty expiration date, especially the batteries, rubber parts, tracks, vendor bought out components, sub-assemblies and COTS.</p>	As per RFP.
(h)	<p>Page 11, Para No 26. NCNC trial test and timeline may be detailed as this has financial implications thus to be made part of the RFP.</p>	<p>RFP Appendix F, Para 4 – The final date for fielding the equipment for trials will be intimated only to TEC compliant OEM.</p>
(j)	<p>Page 12, Para No 36. AATVs will be a new deployment in the area of Ladakh, can amended MRLS be rectified, amended and updated beyond six months of usage of these vehicle. Can the quantum of usage be clarified in the RFP.</p>	As per provisions of RFP, the buyer will have option to amend the MRLS proposed by the bidder within 2 years of the expiry of warranty period.
(k)	<p>(i) Page 18, Appendix A, Point No 1. Terrain – Universal Specifications as defined in the RFP may not be suitable for 18000 feet-and plains of Runn of Kutch. Would partial bidding be allowed in the tender? (ii) Payload Capacity – Has been mentioned as "minimum" 3 tons. What would be the maximum weight? (iii) Seating Capacity – Number of crew is not defined. (iv) Power to Weight Ratio – Kindly refer to point (b) above. (v) Gradient: Gradient is mentioned as "minimum' 30 deg. What is the maximum Gradient and it is presumed that the trials will be conducted as stop and go speed? (vi) Side Slope – Side Slope is mentioned as "minimum" 17 deg. What is the maximum Side Slope and it is presumed that the trials will be conducted as stop and go speed? (vii) Vertical Step – Vertical Step is mentioned as "minimum' 0.5. what is the maximum Vertical step and it is presumed that the trials will be conducted as stop and go speed? (viii) Trench – Trench is mentioned as "minimum' 1.5m. What is the maximum Trench and it is presumed that the trials will be conducted as stop and go speed.</p>	<p>(i) Partial Bidding. Para 53 of RFP. (ii) All specifications incl in RFP Appendix 'A'. (iii) Trials will be conducted based on specifications mentioned in RFP.</p>

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(l)	Page 19, Appendix A, Point No 1. Operating Altitude – Operating altitude is mentioned as 18000 feet, the plains of Bhuj is missing.	Appendix 'A', Para 1 (a). Terrain. The Articulated All Terrain Vehicle should be capable to operate up to 18000 ft in High Altitude Areas (Glaciated and Snow Bound) and Marshy terrain (salt water dry/wet) in plains.
(m)	Para 19, Appendix A, Point No 2. In previous para at 1 (e) Power to Weight Ratio is mentioned as 20HP/Ton. Would a vehicle with better performance but gross weight of 18 Tons be acceptable while maintaining or giving a better Power to Weight Ratio?	As per RFP Appendix 'A', Para 2(b).
(n)	Page 20, Appendix A, Point No 2. Nominal Ground Pressure – Methodology of calculating normal ground pressure may kindly be made part of the RFP. Emission Norms – It is understood that emission norms of minimum BS III is for the engine. Kindly clarify.	(i) Nominal ground pressure will be calculated by established procedure. (ii) Emission norms are applicable to the engine of the equipment.
(o)	Page 29, Point No 9. The warranty of Rubber parts is sought for 24 months or 24000 kms whichever is earlier while the life expectancy of Track is mentioned at Page No 21 point "g" of Appendix A mentions 5000 kms on metalled road. So the warranty of rubber tracks should not be mixed with rubber parts.	The Warranty of Rubber parts is for 24 months or 24000 kms whichever is earlier while the life expectancy of Track is 5000 kms on metalled road.
(p)	Page 44, Appendix F, Point No 3. The Annexure to the methodology for evaluation of each parameter of the GSQR is missing.	Annexure to Appendix 'F' attached.
(q)	Page 46, Appendix F, Point No 7. Trial equipment will be tested against parameters mentioned as Annexure is missing.	Annexure to Appendix 'F' attached.
(r)	Page 56, Appendix G, Point No 1 and 5. Inspection criteria has been mentioned as 100% or sampling basis, which is vague and confusing and as neither inspection criteria nor PDI detailed format nor JRI detailed format is clear in the RFP, would that be clarified in the RFP and as what Annexure or Appendix. The JRI, PDI are not detailed whereby the RFP is not clear on the trial directive nor the JRI and PDI directive thus these information being curtailed, financial bid may be inconsistent. Would the RFP clarify the NCNC trial directives followed by JRI and PDI trial directives including the timelines, place, time period and at what Annexure or Appendix?	In this connection Para 2, 3, 4 & 5 of Appendix 'G' of RFP refers.
(s)	Page 63, Appendix H, Point No 1.1.1.A. Can a Vendor participate in partial bid for supply in one of the areas namely TVP Nimu or Bhuj?	In this regard please refer Part IV, Para 53 of RFP.

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(t)	Page 81, Appendix Force Majeure. With the experience of past closure of countries and lock down due to Covid pandemic we would request the Indian Army to consider Pandemic effects as force majeure in regard to submission of sample for NCNC and further the delivery date?	As per Appendix 'K' of RFP.
(u)	Page 93, Appendix L, Point 1 S. No 1 (b). Clarity on Joint Venture/ Partnership if permitted has not been detailed. For clarity the same may be elaborated in the RFI.	(a) The project is categorized as Buy Indian- As per DAP 2020, Chapter I, Para 9. (b) Refer DAP 2020 - Para 20 of Chapter I & Annexure IV to Appx A of Chapter 2.