

Replies to Bidder's Queries

M/s Quantek Systems (OEM - Maybell)

Tender Clause Reference	Query from Bidder	C-DAC Response
Section III: Special Conditions of Contract (SCC) Clause 3: Security Deposit (SD)	Security Deposit to be reduced to 2.5% of the order value.	No change. Refer Tender document.
Section III: Special Conditions of Contract (SCC) Clause 4: Performance Bank Guarantee (PBG)	Performance Bank Guarantee (PBG) to be reduced to 2.5% of order value.	No change. Refer Tender document.
Section – IV: Schedule of Requirements Clause 23: List of customers and references	The bidder/OEM should have at least 5 successful international installations. Our OEM, Maybell Quantum has successfully installed systems across the world. However, there are no installations in India yet.	Refer Corrigendum
Section III: Special Conditions of Contract (SCC) Clause 6: Warranty	Warranty period for filters, sample holders etc. We request that the warranty period for these components to be one year.	No change. Refer Tender document.

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VT Vacuum Technologies (P) Ltd. (OEM - Bluefors)

Tender Clause Reference	Query from Bidder	C-DAC Response
Section III, Clause 13 Risk and Ownership	The risk and ownership to the products shall transfer simultaneously at the point of delivery to the destination (C-DAC Pune, or CIP Mumbai Airport for imported goods).	Refer Corrigendum
Section II: Instructions to Bidders (ITB) Clause 14: End User Certificate	The Buyer shall send to the Supplier the end user undertaking certificate (EUU). The template of the certificate will be provided by the Bidder. The Buyer acknowledges that the Supplier may not be able to deliver the products and services to the Buyer without the export license from the Government of Finland or in the event that applicable export control laws or international sanctions regulations prevent the Supplier from selling the products or services to the Buyer. The Supplier shall have no liability whatsoever towards the Buyer if the export license issue is delayed or denied by the Government of Finland or if applicable export control laws or international sanctions regulations delay or deny the sale of the products or services to the Buyer.	It is implied (Refer Tender document - Force Majeure clause)
Additional Clause – Limitation of Liability	The Supplier will not be liable to the for any indirect, incidental, special, punitive, or consequential damages, including but not limited to loss of profit, revenue, or use, arising out of or relating to this Contract, whether in contract, tort, or otherwise, even if advised of the possibility of such damages. The Supplier's total cumulative liability to the Buyer for any and all claims, losses, or damages arising out of or related to this Contract, whether in contract, tort, or otherwise, shall not exceed the total amount paid or payable to the Supplier under this Contract. All indemnification obligations (including but not limited to those set forth in Section III, Clause 14 - Indemnity) of the Supplier under this Contract shall be subject to the foregoing limitation of liability.	Refer Corrigendum
Additional Clause – Confidentiality	Each party shall treat as confidential all information received from the other party that is designated as confidential or that a reasonable person would consider to be confidential ('Confidential Information'). Each party shall not	Refer Corrigendum

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	disclose the other party's Confidential Information to any third party without the disclosing party's prior written consent, except (a) to its employees, contractors, and advisors who have a need to know and are bound by obligations of confidentiality no less restrictive than those set out herein, or (b) as required by law, regulation, or court order. This obligation shall survive for a period of five (5) years from the date of disclosure."	
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M/s Isothermal Technology Pvt. Ltd. (OEM - M/s Zero Point Cryogenics)

Tender Clause Reference	Query from Bidder	C-DAC Response
Section IV: Schedule of Requirements	• Cooling Power Requirement: The tender specifies a cooling power of 15 μW at 20 mK. We can offer 12 μW guaranteed and 14 μW expected. The cooling power at 20 mK will be 10-12 μW. Measurements performed with factory installed DC wiring, but no RF wiring. We request confirmation on acceptability of this specification. • Temperature Range: We offer our systems temperature range <10 mK at the sample position with factory installed DC wiring, but not with the RF wiring installed. Requesting your acceptance. • Point 7d: The pulse tube cannot be replaced by anyone other than ZPC or ZPC trained staff. It is possible to remove and replace without disturbing the experimental plates. • Service and Installation References: The tender requires five references in India for service and installation of dilution refrigerators. We have a fully operational service centre in India and can share a comprehensive worldwide user reference list for your consideration.	No change. Refer Tender document.