



Ref No: INS/F-5299/2021-2022(Y)

27/12/2021

Addendum No:1

Ref. 1) : Tender Ref No: INS/F-5299/2021-2022(Y)

The following Addendum is issued to our Tender, under Reference No: Ref No: INS/F-5299/2021-2022(Y) to amended/included the additional terms and conditions.

Si. No	Page No	Technical specification	
		FOR	READ
1	05	Si. No. 27) Payment Term: 90% against delivery; balance 10% on installation subject to receipt of PBG for 3% order value.	Si. No. 27) Payment Term: 90% against delivery; balance 10% on installation subject to receipt of PBG for 3% order value. The percentage of PBG will be determined based on the prevailing rules as of date of finalization of the tender
2	05	Si. No. 30) Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, INSTEM or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction.	Si. No. 30) Any dispute or differences between the parties that cannot be settled by mutual discussion at appropriate levels shall be referred to the sole arbitration of the Director, INSTEM or his nominee and his decision in the matter shall be final and binding upon the parties to the dispute. The venue of arbitration proceedings shall be Bangalore. In respect of any matters pertaining to such arbitration, the courts of law in Bangalore will have exclusive jurisdiction. This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act).

38. **Eligibility for Participation: -**

(i) Indigenous manufacturers and their authorized dealers are eligible and they will be considered as Local Supplier Class – I/II for price preference as per GOI Notification vide OM bearing No.F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India.

(ii) In pursuant of the clarification vide GOI Notification vide OM bearing No.P-45021/102/2019-PP(BE-II) (E-29930) dated 26.11.2020 issued by Public Procurement Section, Department of Promotion of Industry and Internal Trade, Ministry of Commerce and Industry, GOI that **bidders offering imported products will fall under the category of Non-Local Suppliers** and they can't claim themselves as Class – I Local Supplier / Class – II Local Supplier by claiming profit, warehousing, marketing, logistic, freight etc., as Local Value addition.

(iii) Since it is Global Tender Enquiry (GTE) thus non supplier in terms of GOI Notification vide OM bearing No.F-45021/2/2017-PP(BE-II) dated 04th June, 2020 and again on 16th September 2020 issued by Department of Industry and Internal Trade (Public Procurement Section), Ministry of Commerce & Industry, Govt. of India are also eligible for participation in the tender.

(iv) In pursuant of the OM bearing No.F.N.6/18/2019-PPD dated 23.07.2020 issued by Public Procurement Div., Department of Expenditure, Ministry of Finance, Govt. of India the manufacturer/supplier are not eligible for participation if they are from such country which shares the land border with India. Offered items manufactured in such countries will not be considered.

The taxes (State, Central, Turnover tax, Works Contract Tax, etc.). Please specify which are applicable. The duties and other levies, freight, insurance shall be stated clearly and separately. Also please mention whether the same is included in the price/s quoted.



39. DEFINITION AND MEANINGS:

In constructing these conditions, specifications, etc. in the tender document or the Annexures/Appendices the following words shall mean herein assigned definitions except where the subject context is otherwise stated.

PURCHASER	:	Shall mean the Institute for Stem Cell Science and Regenerative Medicine.
BID/TENDER	:	Shall mean the proposal/document that the BIDDER submits in the requested and specified form or otherwise along with Annexures, Appendices, etc.
BIDDER/TENDERER	:	Shall mean the firm/party who quotes against an enquiry.
CONTRACTOR/SUPPLIER	:	Shall mean the party to whom a Work Order/Purchase Order Is awarded to undertake all or a part of the work covered this tender document as well as an amendment orders relating to this tender issued by the Purchaser and shall include his/their legal representative, assignee/s or successor/s.
CONTRACT	:	Shall mean and include the articles of agreement, Declaration form, the general and special conditions, the Annexures, the Schedule of Quantities & rates and the specifications attached hereto and the drawings, if any.
ORDER VALUE	:	Shall mean total value of the Purchase Order/Work order issued against this tender item including taxes, levies, etc.

40. FORCE MAJEURE CLAUSE:

a) Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to the acts of the purchaser either in its sovereign or contractual capacity, wars or revolution, hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lock-outs, and freight embargoes. However, it should not be used by a party to effectively to escape liability for bad performance.

If there is delay in performance or other failures by the supplier to perform its obligation under its contract due to event of a Force Majeure, the supplier shall not be held responsible for such delays/failures.

If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof within 21 days of occurrence of such event with reasonable evidence thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the force majeure event.

If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding 90 days, either party may at its option terminate the contract without any financial repercussion on either side.

b) There may be a Force Majeure situation affecting the institute only, under which the institute shall have equal rights to claim relief under such Force Majeure situations.

All other terms and conditions of the Tender Documents remain unaltered. Please return the Addendum No:1 dt.27/12/2021 with your signature, date & stamp and should be enclosed in the sealed cover.

The Addendum-I is available in our Web site - <http://www.instem.res.in/information/tenders.html> and also available in Central Public Procurement Portal, <http://eprocure.gov.in/cppp>.

Yours faithfully,
For and on behalf of Institute for
stem cell Science and Regenerative Medicine,

Purchase Officer