

Bid Corrigendum

GEM/2026/B/7664042-C5

Following terms and conditions supersede all existing "Buyer added Bid Specific Terms and conditions" given in the bid document or any previous corrigendum. Prospective bidders are advised to bid as per following Terms and Conditions:

Buyer Added Bid Specific Additional Terms and Conditions

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.
2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
3. Data Sheet of the product(s) offered in the bid, are to be uploaded along with the bid documents. Buyers can match and verify the Data Sheet with the product specifications offered. In case of any unexplained mismatch of technical parameters, the bid is liable for rejection.
4. **End User Certificate:** Wherever Bidders are insisting for End User Certificate from the Buyer, same shall be provided in Buyer's standard format only.
5. Installation, Commissioning, Testing, Configuration, Training (if any - which ever is applicable as per scope of supply) is to be carried out by OEM / OEM Certified resource or OEM authorised Reseller.
6. Malicious Code Certificate:

The seller should upload following certificate in the bid:-

(a) This is to certify that the Hardware and the Software being offered, as part of the contract, does not contain Embedded Malicious code that would activate procedures to :-

- (i) Inhibit the desires and designed function of the equipment.
- (ii) Cause physical damage to the user or equipment during the exploitation.
- (iii) Tap information resident or transient in the equipment/network.

(b) The firm will be considered to be in breach of the procurement contract, in case physical damage, loss of information or infringements related to copyright and Intellectual Property Right (IPRs) are caused due to activation of any such malicious code in embedded software.

7. **Manufacturer Authorization:** Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid
8. **OPTION CLAUSE:** The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 50 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity up to 50% of the contracted quantity during the currency of the contract at the contracted rates. The delivery period of quantity shall commence from the last date of original delivery order and in cases where option clause is exercised during the extended delivery period the additional time shall commence from the last date of extended delivery period. The additional delivery time shall be $(\text{Increased quantity} \div \text{Original quantity}) \times \text{Original delivery period (in days)}$, subject to minimum of 30 days. If the original delivery period is less than 30 days, the additional time equals the original delivery period. The Purchaser may extend this calculated delivery duration up to the original delivery period while exercising the option clause. Bidders must comply with these terms.
9. The successful bidder has to supply all essential accessories required for the successful installation and commissioning of the goods supplied. Besides standard accessories as per normal industry practice, following accessories must be part of supply and cost should be included in bid price:
Including all components

10. Bidder Turn Over Criteria: The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3 year old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
11. Bidder / OEM has to give an undertaking that after expiry of warranty period, it will provide AMC Service for next 5 years for the offered products at the rate not more than 5 % of contract price per annum. Buyer reserves the right to enter into an AMC agreement (covering preventive maintenance and servicing)with the Successful Bidder / OEM after expiry of the Warranty period at rate as mentioned above and the payment for the AMC charges would be made Quarterly after rendering of the AMC Services of the relevant AMC period. Performance Security of the successful bidder shall be forfeited if it fails to accept the AMC contract when called upon by the buyer. The original Performance Security of contract will be returned only after submission and verification of AMC Performance Security for 10% of total AMC value valid up to AMC period plus 2 months (if there is no other claim). (Undertaking of acceptance to be uploaded with bid).
12. Timely Servicing / rectification of defects during warranty period: After having been notified of the defects / service requirement during warranty period, Seller has to complete the required Service / Rectification within 3 days time limit. If the Seller fails to complete service / rectification with defined time limit, a penalty of 0.5% of Unit Price of the product shall be charged as penalty for each week of delay from the seller. Seller can deposit the penalty with the Buyer directly else the Buyer shall have a right to recover all such penalty amount from the Performance Security (PBG).Cumulative Penalty cannot exceed more than 10% of the total contract value after which the Buyer shall have the right to get the service / rectification done from alternate sources at the risk and cost of the Seller besides forfeiture of PBG. Seller shall be liable to re-imburse the cost of such service / rectification to the Buyer.
13. Successful bidder will have to ensure that adequate number of dedicated technical service personals / engineers are designated / deployed for attending to the Service Request in a time bound manner and for ensuring Timely Servicing / rectification of defects during warranty period, as per Service level agreement indicated in the relevant clause of the bid.
14. Warranty period of the supplied products shall be 5 years from the date of final acceptance of goods or after completion of installation, commissioning & testing of goods (if included in the scope of supply), at consignee location. OEM Warranty certificates must be submitted by Successful Bidder at the time of delivery of Goods. The seller should guarantee the rectification of goods in case of any break down during the guarantee period. Seller should have well established Installation, Commissioning, Training, Troubleshooting and Maintenance Service group in INDIA for attending the after sales service. Details of Service Centres near consignee destinations are to be uploaded along with the bid.
15. Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.
16. Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.
17. Availability of Service Centres: Bidder/OEM must have a Functional Service Centre in the State of each Consignee's Location in case of carry-in warranty. (Not applicable in case of goods having on-site warranty). If service center is not already there at the time of bidding, successful bidder / OEM shall have to establish one within 30 days of award of contract. Payment shall be released only after submission of documentary evidence of having Functional Service Centre.
18. Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of
Director General, ICMR
payable at
New Delhi
. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.
19. Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of
Director General, ICMR
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

20. Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.
21. Buyer Added text based ATC clauses

1. Tender Inviting Authority: This tender enquiry for procurement of 02 units of Transmission Electron Microscope (TEM) is being invited by the Director General, Indian Council of Medical Research, Ansari Nagar, New Delhi to be supplied at ICMR-NIRRH, Mumbai and ICMR-NIV, Pune.
2. Bidders need to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/request for proposals document, they will be suspended for the period of 1 year for bids/request for proposals document from being eligible to submit Bids/Proposals for contracts with ICMR.
3. Eligibility: The Bidder must be a Manufacturer or its authorized Agent.
4. One Bid per Bidder: A firm shall submit only one bid either individually or as a partner of a joint venture. A firm that submits either individually or, as a member of a joint venture, more than one bid will cause all the proposals with the firms' participation to be disqualified.
5. ICMR reserves the right to cancel the bid in part or full without assigning any reason and liability on the buyer. On such cancellation the decision of the DG, ICMR will be binding and final on the subject.
6. Inspections and Tests: ICMR or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications. Further, The Supplier may have an independent quality test conducted and the cost of such tests will be borne by the Supplier. b. Inspection of goods shall be carried out by representative of ICMR and they will issue an acceptance certificate.
7. Packing: (a) The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt, and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the Goods, final destination and the absence of heavy handling facilities at all points in transit
(b) The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements strictly as per Technical Specifications, and in any subsequent instructions ordered by the Procurement agency.
(c) Packing and Marking shall be strictly as per Technical Specifications and will be inspected in terms of provisions of specifications before clearing for dispatch.
8. Payment: 70% payment shall be made after receipt of complete goods/Equipment in good condition, acceptance and 30% after the completion of successful installation of goods/Equipment. Payment will be released after the submission of Performance Bank Guarantee. This payment is subject to recoveries, if any, either on account of statutory deduction/ taxes/ Liquidated Damages, if any and non-rectification of defect/s/deficiencies not attended by the Supplier or otherwise. The firm is required to submit the following documents to ICMR Hqs for payment:
(a) Copy of Purchase Order;
(b) Copy of Extension Order (if any);
(c) Invoice in original showing contract number, goods description, quantity, unit price and total amount;
(d) Installation Report in original duly signed and sealed by the authorized officer of the consignee;
(e) Acknowledgement of Receipt of Goods issued by the consignee Institute/ Center;
(f) Performance Bank Guarantee
9. Settlement of Disputes: (a) If any dispute or difference of any kind whatsoever shall arise between the Procurement agency and the Supplier in connection with or arising out of the Contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
(b) If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Procurement agency or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.
(c) Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. In the case of a dispute or difference arising between the Purchaser/Consignee and a domestic Supplier relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitrator appointed by Director General ICMR.
(d) Arbitration proceedings shall be conducted in accordance with the rules of procedure which are as follows.
(i) The venue of Arbitration shall be the place from where the contract is issued and the language of the arbitration proceedings and that of all councils and communications between the parties shall be English.

- (ii) The decision of the majority of arbitrators shall be final and binding upon parties.
- (iii) Settlement of disputes through pre-institution mediation and settlement in accordance with the commercial courts, commercial division and commercial appellate division of High Courts (Amendment) Act 2018, No. 28 of 2018 Chapter IIIA.
- (e) Settlement of Disputes: Notwithstanding any reference to arbitration herein, a. the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and The Procurement agency shall pay the Supplier any monies due to the Supplier.
- 10. Consignee details (Place of Delivery, Installation, Commissioning) – ICMR-National Institute For Research in Reproductive and Child Health, Mumbai and ICMR-National Institute of Virology, Pune.
- 11. Insurance: Unless otherwise instructed, the supplier shall make arrangements for insuring the goods against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the following manner:
 - (a) In case of supply of goods on Consignee site basis, the supplier shall be responsible till the entire stores contracted for arrival in good condition at destination. The transit risk in this respect shall be covered by the Supplier by getting the stores duly insured. The insurance cover shall be obtained by the Supplier and should be valid till 3 months after the receipt of goods by the Consignee.
 - (b) If the Equipment is not commissioned and handed over to the consignee within 3 months, the insurance will be got extended by the supplier at their cost till the successful installation, testing, commissioning and handing over of the goods to the consignee. In case the delay in the installation and commissioning is due to handing over of the site to the supplier by the consignee, such extensions of the insurance will still be done by the supplier, but the insurance extension charges at actual will be reimbursed.
 - (c) Insurance would be borne by the Supplier. Insurance Certificate for 110% of the value to be insured in favour of Indian Council of Medical Research, covering all risks basis for the goods from supplier/ manufacturer warehouse to consignee warehouse.
- 12. If the supplier fails to deliver any or all of the goods or fails to perform the services within the time frame(s) incorporated in the contract, the purchaser/consignee shall, without prejudice to other rights and remedies available to the purchaser/consignee under the contract, deduct from the contract price, as liquidity damages, calculated individually on each delayed performance of the contract including delivery, installation, non-submission of documents, etc. a sum equivalent to 0.5% per week of delay or part thereof until actual delivery or performance subject to a maximum of 10% of the contract price. Once the maximum is reached purchaser may consider termination of the contract. Since the Liquidated damages are in virtue of non-performance of services, it will attract GST or any other applicable taxes which in turn shall be deducted from the Supplier.
- 13. GST will be applicable as per the latest GoI notification.
- 14. Delivery of Equipment means Supply, Installation, Testing and Commissioning of Equipment.
- 15. Following categories of Sellers are exempted from Years of Experience and Turnover:
 - (a) Micro and Small Enterprises who are manufacturer of the Primary Product Category and give specific confirmation to this effect at the time of bid submission and whose credentials are validated online through Udyam Registration/ Udyog Aadhaar (as validated by Government from time to time) and through uploaded supporting documents.
 - (b) Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP).
- 16. The manufacturer's authorisation must be insisted upon on a tender specific basis, not general authorisation/ dealership, by so declaring in the bid documents clearly. In cases where the manufacturer has submitted the bid, the bids of its authorized dealer will not be considered. In cases of agents quoting in offshore procurements, on behalf of their principal manufacturers, one agent cannot represent two manufacturers or quote on their behalf in a particular tender enquiry. One manufacturer can also authorise only one agent/dealer.
- 17. Bidder is requested to give undertaking Certificate regarding land border "I/ We have read the clause issued by Government of India regarding restrictions on procurement from a bidder of a country which shares a land border with India; I/ We certify that the bidder is not from such a country or, if from such a country, have been registered with the Competent Authority"
- 18. Terms and condition related to Delivery, Installation, Commissioning and Training.
 - 1) Delivery, Installation and Commissioning -
 - i) The equipment to be delivered, installed, and commissioned by the L1 bidder at ICMR-NIRRH and ICMR - NIV within the time period preferably 6 months but not exceeding 9 months from the date of order.
 - ii) L1 bidder responsibility will also include the removal of all packaging, transit, and other waste materials from the site.
 - iii) The manufacturer should undertake to install and commission the equipment and all attachments accessories and also demonstrate the performance guaranteed as per specifications at site.
 - 2) Training
 - i) On-site training at ICMR-NIRRH and ICMR- NIV on the operation of the proposed Cryo-TEM will have to be provided by a qualified Application Specialist.
 - ii) Advanced training has to be provided to the Electron Microscopy Division, emphasizing theory and sample preparation, sample insertion in Cryo-TEM, and software handling to understand the advanced feature

s of the equipment.

iii) Maintenance training has to be provided to technical staff in the Electron Microscopy Division, allowing basic procedures to be carried out in-house to maximize the potential uptime of the proposed Cryo-TEM.

iv) Should any revised software or hardware be installed on the Cryo-TEM, then appropriate user training will have to be carried out by the tenderer at the time of installation.

v) The expectation is that the tenderer can provide ongoing support to the system users and system maintenance personnel via a help desk or similar arrangement to maintain the optimal functionality and usability of the proposed Cryo-TEM.

vi) It is expected that comprehensive operational procedures and technical manuals will be provided for the proposed system(s).

vii) A qualified and well-trained operator for the 200 kV Cryo-TEM should be provided for a period of three years, with the salary borne by the vendor.

Corrigendum 28.07.2026

Existing Specifications	Revised Specifications
Electron Source: Schottky Field Emission Gun with an energy spread of electron beam $\leq 0.8\text{eV}$. The life of Emitter should be at least three years or more.	Electron Source: Schottky Field Emission Gun / Cold Field Emission Gun with an energy spread of an electron beam $\leq 0.8\text{eV}$. The life of Emitter should be at least three years or more.
2.1 Direct Electron Detector: Direct detection camera having the following minimum specs with DQE of >0.60 at half Nyquist at 200kV. Physical pixel size of $14\mu\text{m}$ or lower. Complete software for all camera functions, low-dose readout, and low-dose automated data acquisition (320 full frames per second)	Direct Electron Detector: Direct detection camera having the following minimum specs with DQE of >0.60 at half Nyquist at 200kV. Physical pixel size of $14\mu\text{m}$ or lower. Complete software for all camera functions, low-dose readout, and low-dose automated data acquisition (320 full frames per second or more).
1. xiii Automatic system: It should be possible to align both the electron gun and beam at selected acceleration voltages and recall that for automatic alignment while switching from one acceleration voltage to another. Automatic system that enables the loading of samples with minimal breaks in a vacuum is preferable.	It should be possible to align both the electron gun and beam at selected acceleration voltages and recall that for automatic alignment while switching from one acceleration voltage to another. System should enable the loading of samples with minimal breaks in a vacuum is preferable.

8) Adequate consumables including Dry ultra-high purity N2 cylinder with regulator (20 kg), SF6 filled cylinder with regulator (50 L), ethane filled cylinder with regulator (10 L), copper grids 200 mesh (3 mm diameter), quantifoil grids (R2/2, R2/1, R1.2/1.3, R3.5/1, lacey grids, C-flat grids) and spares (including additional FEG tip, tweezers) for at least three years and other small tools should be provided.	Adequate consumables including: (1.) Dry ultra-high purity N2 cylinder with regulator (20 kg): 02 Quantity (2) SF6 filled cylinder with regulator(50 L): 02 Quantity (3) Ethane filled cylinder with regulator (10 L): 02 Quantity (4) Copper grids 200 mesh (3mm diameter): Total 10,000 Grids. (5) Quantafoil grids (a) R1.2/1.3: Total 200 Grids (b) R2/2: Total 100 Grids (c) R2/1: Total 100 Grids (d) R3.5/1: Total 50 Grids (e) lacey carbon: Total 50 Grids (f) C-flat Grids: Total 200 Grids and spares (including additional FEG tip, tweezers) for at least three years and other small tools should be provided.
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Note to Bidders:

1. Bidders are requested to contact the consignee institute for site visit for the verification of site area and preparation.
 2. Bidders shall submit a comprehensive list of all compatible accessory equipment proposed for their offered TEM model. The list should clearly demonstrate that the complete system is fully equipped to perform all applications and functionalities specified in the technical specification document without requiring any additional procurement or modification.
22. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All

representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

*This document shall overwrite all previous versions of Bid Specific Additional Terms and Conditions.

[This Bid is also governed by the General Terms and Conditions](#)