

Bid Corrigendum

GEM/2025/B/6404442-C6

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. Buyer uploaded ATC document [Click here to view the file.](#)

Disclaimer

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. 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.
16. Buyer added ATC Clauses which are in contravention of clauses defined by buyer in system generated bid template as indicated above in the Bid Details section, EMD Detail, ePBG Detail and MII and MSE Purchase

Preference sections of the bid, unless otherwise allowed by GeM GTC.

17. 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 catalogs 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 within 4 days of bid publication on GeM. 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](#)

Corrigendum No. 2

Sub: Chartering Shallow Draft TSHD for “Maintenance Dredging at Puducherry Port during 2024-25”- Corrigendum 2 - Reg.

Ref: (i) Tender No. DCI/SRO/PDY/2025 Date: 01.07.2025. (GEM/2025/B/6404442)
(ii) Corrigendum No 1 issued vide DCI/SRO/PDY/2025/C1 Dt. 16.07.2025 & pre bid replies

Kind reference is invited to the e-Tender cited at reference invited through GeM portal for the subject work at Puducherry Port. In this connection, it is to inform that the following tender conditions are modified as hereunder:

Sl.	Page No & Clause No.	Existing Clause (Clause reads)	Revised Clause (Shall be read as)
1.	Page 70 Form for Contract data	Advance payment : Advance Payment Not Applicable	<p>Advance Payment: An amount of 10% of Contract value may be provided as advance payment upon mobilization of Shallow Draft TSHD to site subject to submission of Unconditional Bank Guarantee/ Insurance Surety Bond.</p> <p>This advance will be interest free and shall be recovered in two equal installments from 1st & 2nd Interim bill payments. In case the raising Interim bills/ corresponding payments are delayed beyond 30 days from due dates due to reasons not attributable to DCI, corresponding BG/insurance Surety Bond can be en-cashed in part or full to recover advance payment made.</p> <p>Payment of such advance amount will be under due certification by the Engineer after (a)execution of the Form of Agreement by the parties hereto; (b) provision by the Contractor of the performance security in accordance (c) provision by the Contractor of an unconditional Bank Guarantee from any nationalized/ scheduled bank (or) Insurance Surety Bond for an amount equal to 100% of the advance proposed to be availed in a form and by a bank/insurer acceptable to the Employer and encashable at Visakhapatnam; and (d) mobilization of TSHD to site. Such Bank guarantee/ Insurane Surey Bond shall remain effective until the advance payment has been repaid. Choice of Financial Instrument, i.e. Bank Guarantee/ Insurance Surety Bond shall be at the sole discretion of Employer.</p>

This corrigendum shall form part of Tender cited under reference and bidder shall submit/upload the same duly signed along with the bid. Bidders/ tenderers are advised to visit tender website GeM Portal regularly till the due date of submission of bid for any updates.

Regional General Manager
DCI SRO Kochi