



CHENNAI METRO RAIL LIMITED

(A Joint Venture of Govt. of India and Govt. of TN)

Handbook On Government e-Market (GeM-Procurement)



Issued by Vigilance Division



Procure with Confidence on GeM






FOREWORD

The Government e-Marketplace (GeM) is an initiative of the Government of India to effect transparency and quality in Public Procurement. It is an open and transparent platform, which will be available and accessible to a large base of buyers, sellers and service providers. It allows for an end-to-end reliable online procurement transaction i.e. cashless, contactless and paperless.

(2) CMRL has always been on the forefront in implementing technology-driven initiatives for rapid improvement in efficiency, transparency and trustworthiness in their day-to-day administration. As part of such initiative, CMRL takes the lead in bringing out this Handbook and congratulates the Human Resources Department for implementation of Government-e-Marketplace (GeM) Portal for e-procurement of common usable goods and services. I hereby direct all the Heads of the Departments to mandatorily use GeM Portal henceforth.

(3) I am sure and confident that the said Handbook will serve as a guiding document for usage of GeM Portal for e-procurement.


[Pradeep Yadav]

CMRL Depot, Admin Building, Poonamallee High Road, Koyambedu, Chennai - 600 107.

☎ +91 - 44 - 2379 2221 📠 +91 - 44 - 2379 2208 📠 +91 97891 17733

Email : mdcml2010@gmail.com Website : www.chennaiemtrorail.org

CIN : U60100TN2007SGC065596



PROCUREMENT MODES ON GeM

STEP A

DIRECT PURCHASE

For amount
less than
INR 25,000

STEP B

L1 PURCHASE

For amount
greater than
INR 25,000
and less than
INR 5 Lakhs

STEP C

BID/RA

Procurement via
Bid/RA to get
the best price
quote. Bid to RA
option is also
available after
evaluation of Bid

STEP D

INTENT OF BUYING - PAC

Procurement
of specific
product as per
requirement



FOREWORD

Public procurement forms a very important part of Government activity. Public Procurement through Government e-Marketplace (GeM) is a very effective technology driven initiative of the Government which aims to transform the way in which procurement of goods and services is done by the Government Ministries and Departments, Public Sector Undertakings etc. Government e-Market (GeM) is dynamic, self-sustaining and user friendly portal for making procurement by Government officers. GeM eliminates human interface in vendor registration, order placement and payment processing, to a great extent. Being an open platform, GeM offers no entry barriers to bonafide suppliers who wish to do business with the Government.

GeM is facilitated through integration with PFMS and State Bank Multi Option System (SBMOPS). Web-services integration is being extended to payment systems of Railways, Defence, major PSUs and State Governments. Seamless processes and online time-bound payment has given confidence to the vendors and reduced their 'administrative' cost.

In compliance of the Ministry of Housing & Urban Affairs instructions, I am happy to share that CMRL has registered with GeM Portal for procurement of common usable items and service w.e.f. 21st May 2020. CMRL has been effectively using GeM and the value of procurement through GeM in the month of September 2020 is Rs.76 lakhs approximately. I am also happy to share that bills pertaining to procurements including O&M are processed in the GeM Portal.

I am sure the Handbook of GeM Procurement will serve as a guideline to CMRL procurement activities and hope all the officers/staff utilise the same effectively.


Sujatha Jayaraj,
Director (Finance)



FOREWORD

As part of automation of procurement process, CMRL has implemented Government e-Market technology platform which was launched by Government of India in the recent past.

GeM allows for optimization of public expenditure besides providing ease of transactions by bringing the buyers and sellers on a common e-platform. The fundamental objective of Gem is to create savings for the organization. GeM is expected to significantly reduce both the transactions and administrative costs in public procurement. GeM would lead to significant savings of precious public resources.

I am certain that this handbook would be of immense use for CMRL and contribute to promote new cashless, contactless and paperless mode of procurement.


(Rajeev Narayan Dwivedi)



PREFACE

CMRL has registered with Government e-Market Portal w.e.f 21.05.2020. The concerned procurement officer of respective department of CMRL have been registered as Secondary User in GeM portal for procurement of common goods/services and they can visit GeM portal vide URL <https://gem.gov.in> for procurement.

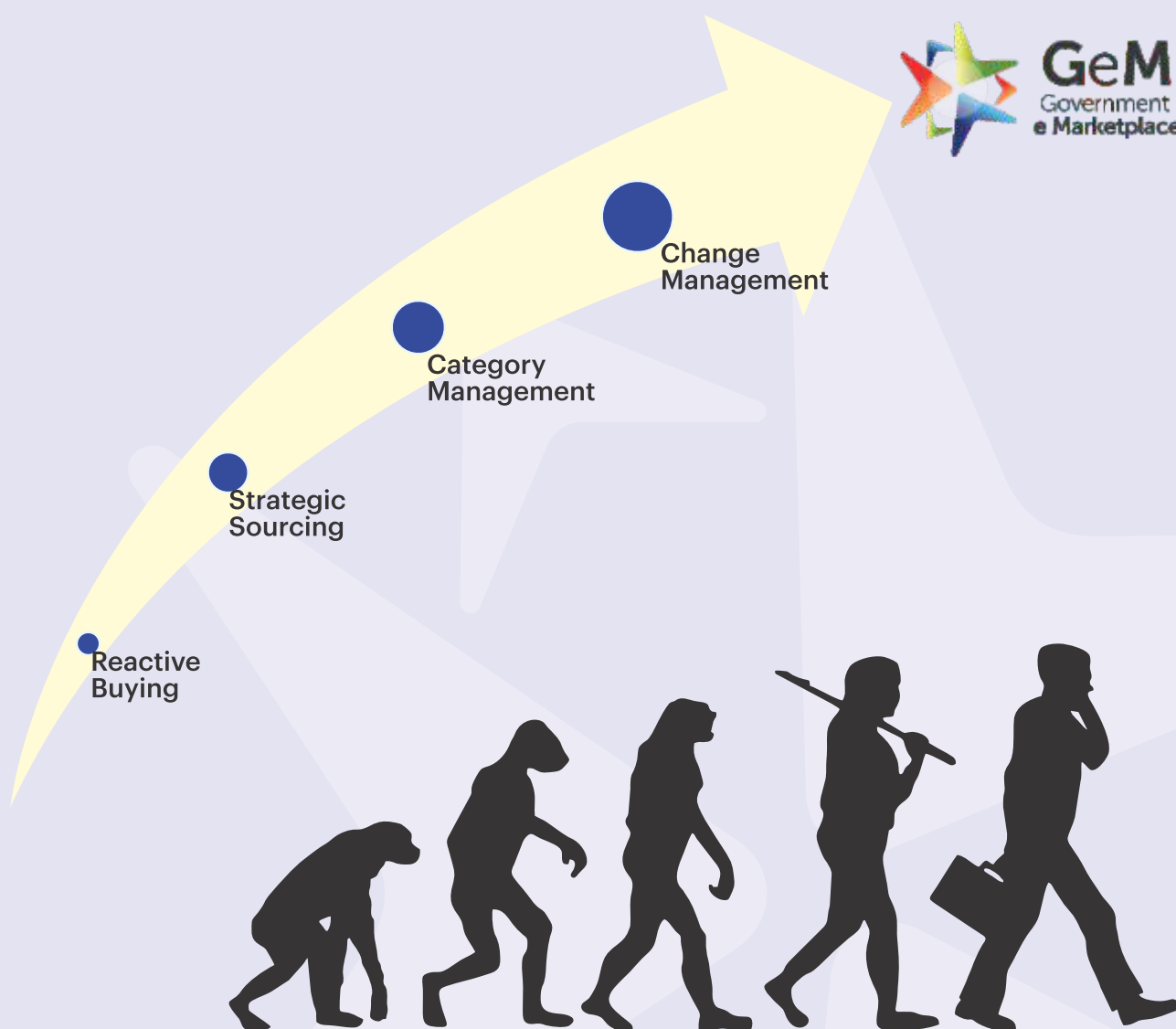
2) As per GFR Rule 149 of 2017 and recent directive of MOHUA, it is mandatory to use GeM Portal for purchase of common usable items/services. The Handbook under its present form covers step by step procedure for procurement of common usable items and services through GeM portal under various mode as mentioned below for respective financial ceiling limit. Also, there is provision in GeM portal for creation of new items / services which are not available in GeM. The procedure for cataloguing the items/services in GeM portal is also covered in this Handbook.

- a) Direct Purchase upto Rs. 25,000/-
- b) L1 Comparison Purchase above Rs.25,000/- and below Rs.5,00,000/-
- c) Bidding process for procurement above Rs.5,00,000/-
- d) Reverse Auction Process for procurement above Rs.5,00,000/-

3) This Handbook would serve as a guiding document to enable the concerned procurement officer of respective department of CMRL to procure common usable items/services in GeM portal.


(T.P.Vinod Kumar)

Evolution of Procurement



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Implementation of GeM (Government e-Market) - Purchase Procedure

Introduction

1. Government e-Marketplace (GeM) is the National Public Procurement Portal for providing procurement of goods and services required by Central & State Government organizations. GeM provides an end-to-end online marketplace for Central and State Government Ministries / Departments, Central & State Public Undertakings (CPSUs & SPSUs), Autonomous Institutions and Local bodies for procurement of common user goods & services in a transparent and an efficient manner.

2. Authorization: The purchases through GeM by Government users have been authorized and made mandatory by Ministry of Finance vide Rule No. 149 in the General Financial Rules, 2017.

3. Registration with GeM and Creation of USER ID and PASSWORD

All users including buyers and sellers (Primary as well as Secondary users) will get User ID and Password created on GeM following due registration process as defined on GeM. The video tutorial and related training material for registration is available in GeM vide URL : https://gem.gov.in/training/training_module. It is the responsibility of the user to keep their User ID and Password secure and confidential. Individual user shall be solely and completely responsible for all transactions taking place on GeM portal using his / her User Id and Password & GeM shall not be responsible in any manner.

4. Enabling provisions of Rule 149 of General Financial Rules- 2017

- (a) Rule 149 of GFR 2017 issued vide Ministry of Finance, Department of Expenditure Circular No F.No. 14(3)/2015-EII(A) dated 08.03.2017 make GeM mandatory for all Government Organisations to make procurement for common user goods and services available through GeM.
- (b) The GeM portal shall be utilized by the Government buyers for direct online purchases as under:
 - (i) Up to Rs. 25,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.

- (ii) Above Rs. 25,000/- and upto Rs. 5,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers on GeM meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the buyer, if decided by the competent authority.
- (iii) Above Rs. 5,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids using online bidding or reverse auction tool provided on GeM.
- (iv) The invitation for the online e-bidding/reverse auction will be available to all the existing sellers or other sellers registered on the portal and who have offered their goods/services under the particular product/service category as per terms and conditions of GeM.
- (v) The above mentioned monetary ceiling limit is applicable only for purchases made through GeM. For purchases, if any outside GeM, relevant GFR Rules, CMRL Procurement Manual and S.O.P of CMRL shall apply.
- (vi) A demand for goods shall not be divided into small quantities to make piecemeal purchases to avoid procurement through L-1 buying / bidding / reverse auction on GeM or the necessity of obtaining the sanction of higher authorities required with reference to the estimated value of the total demand.
- (vii) Prior placement of order through GeM, the concerned procurement officer shall ensure that following approval as per S.O.P of CMRL have been obtained and furnished in the GeM portal :-
 - Administrative Approval of Competent Authority.
 - Financial Approval of Competent Authority as per CMRL S.O.P.
 - Finance concurrence required as per S.O.P (Yes/No). If Yes, provide reference number and date.
 - Estimate Value of item/service.

5. Proprietary Article Certificate (PAC) Buying:

While making procurement under PAC buying on GeM, buyer has to comply with following conditions:

In case a Govt. buyer on GeM wants to make procurement on proprietary basis on the GeM Portal after obtaining the requisite approvals/PAC certificate from their competent authority as per Rule 166 of GFR-2017, the Buyer can use PAC filter provided on GeM for selecting a specific model/ make available from a particular GeM Seller.

6. Registration:

Government buyers are required to register themselves on GeM portal (<https://www.gem.gov.in>) as Primary and Secondary users before making procurement.

- (a) **Primary User:** Primary user registration is authorised at the level of Deputy Secretary/Equivalent officer or Head of the department at Sub Centre/Unit/Branch of Government Organisation. The primary user registered on GeM himself/herself shall not have any direct role required for buying in GeM, nevertheless shall be assigned authority to create, edit and deactivate various role assigned to subordinate officer as secondary user for buying on GeM within the concerned Ministry / Department / Organisation roles.
- (b) **Secondary Users:** The primary user can create secondary subordinate users on GeM portal with specific role of Buyers, Consignees, DDOs (Drawing and Disbursement Officer) and Paying Authority (PAO). The subordinate officer registered as secondary user shall have direct role based participation in GeM buying process.
- (c) On Transfer/Superannuation, the primary user will hand over his duty to his successor. The new primary user after registering himself as guest user will sign in to the GeM portal. There he has to click on to the new primary user tab and has to provide all the required details along with the GeM registration number of his organisation and verification authority details. After the verification of the primary user by verification authority, a link will be sent to the outgoing primary user. After getting the approval of outgoing primary user within 5 days, an activation link along with one time activation code will be sent to taking over primary user's official e-mail id for the activation of the primary user account of his/her organisation.
- (d) In case of transfer of secondary users, no charge hand over of ids are required as primary user can deactivate secondary user any time and create new secondary user with the new roles as per the requirement for the organisation. GeM portal will handle the transfer of secondary user from one HOD to other HOD.

7. Documents Required for Registration on GeM :

The following mandatory documents are required to be kept available for registration by the primary user/secondary users on GeM:-

- (a) Aadhaar number
- (b) Mobile number linked with Aadhaar number
- (c) Employee ID
- (d) Official e-mail ID

8. Authorisation for Creation of Primary and Secondary User:

The following officers of CMRL are nominated and given role/responsibilities of primary user and secondary user for procurement through GeM:

S.No	Role	Designation	Function
1.	Primary User	JGM (IT&AFC)	(i) To create, Edit and deactivate various role assigned to subordinate Officer as secondary user. (ii) No buyer Role
2	Secondary User Buyer cum Consignee	Nodal Officer nominated by concerned department - HODs	Placement of Supply order through exercising various tools available on GeM portal viz Direct Purchase / Bidding / Reverse Auction / Receipt of Equipment. Creation of PRC & CRAC.
3.	Payment Authority	AGM(F&A)/AM(F&A) or Any Rep authorized by HOD of Finance Department	Processing of Bills within the stipulated time as per existing rule stipulated in Govt. of India order on subject matter and making payment via GPA, Internet Banking and Other modes.

9. Purchase Options:

Following purchase options are available on GeM:-

- (a) **Direct Purchase :** Upto Rs. 25,000/- on single quotation.
- (b) **L1 Purchase** through comparative quotations above Rs. 25,000/- and below Rs. 5,00,000/-.
- (c) **Bidding:** Bidding is an offer (often competitive) to set a price by an individual or business for a product or service. Bidding is used to determine the cost or value of something.
- (d.) **Reverse Auction:** A reverse auction is a type of auction in which the roles of buyer and seller are reversed. In a reverse auction, the sellers compete to obtain business from the buyer and prices will typically decrease as the sellers under bid each other.

10. Purchase Procedure:

- (a) **Direct Purchase:** When the purchase amount is less than Rs. 25,000/- there is no need of doing comparison. Buyer can select any product as per their specification
- (b) **L1 Purchase** - When the purchase amount is more than Rs. 25,000 and below Rs. 5,00,000/-, It is mandatory to do comparison of the products first. Buyer needs to select the L1 product.
- (c) **e-Bidding and Reverse Auction (RA):** When the purchase amount is more than Rs. 5,00,000/- then the buyer has to go for Bidding/RA process.
 - (i) Prior to initiating e-Bidding / RA, the buyer shall judiciously search and shortlist lowest priced item among the items offered on GeM using filters such as quantity, technical parameters, warranty period, consignee location(s) etc. as per the requirement. The e-Bidding / RA invitation / Notice shall be published on GeM stipulating the last date for bid submission / opening of bids giving at least clear 10 days' time after the publication.
 - (ii) Any change in last date for bid submission will be intimated to eligible bidders through e-mail / GeM. The bid submitted under e-Bidding / RA shall remain valid for 15 days from the bid opening date (till 24.00 Hrs IST).
 - (iii) Bid validity can be further extended for a maximum period of 90 days from the bid opening date with mutual consent between buyer and seller.
 - (iv) Any amendment / corrigendum to the e-bid invitation issued by the buyer will be made online and shall be uploaded on the GeM.
 - (v) The products offered in e-Bidding / RA cannot be withdrawn by the sellers from GeM during the bid validity period.
 - (vi) The buyer reserves the right to postpone/cancel the e-bidding and accordingly intimation will be sent by e-mail to the bidders.
 - (vii) The participation by the seller in e-bidding shall be construed as his / her acceptance for all the Terms and Conditions as outlined in the e-bidding including General Terms and Conditions (GTC), Special Terms and Conditions (STC) and Additional Terms and Conditions (ATC). However, the buyer shall have the right to decide the technical and commercial acceptability of the individual bids based on eligibility criteria and compliances as stipulated in the bid document.
 - (viii) Buyers are not allowed to incorporate eligibility criteria and / or additional / special terms and conditions exterior to the GeM portal by making reference to any other website / documents etc.

- (ix) **In case, two or more acceptable bidders are found to have quoted identical lowest bid price, buyer has to conduct Reverse Auction for the required goods/services among these lowest acceptable bidders.**
- (x) In bid documents, buyers can incorporate suitable eligibility criteria and additional terms and conditions only using various filters and ATC module available in e-bidding / RA modules of GeM.
- (xi) The buyer reserves the right to accept/reject any bid including the lowest bid received through e-bid and/or annul the e-bidding process.
- (xii) The participating bidders shall not disclose details of their bids or other details of their e-bids to other bidders or indulge in any anti-competitive behaviour including price manipulation in violation of Competition Act, 2002.
- (xiii) The Buyer/GeM will not be held responsible for consequential damages such as no internet connection, no power supply, system problems, loss of electronic information, power interruption etc.
- (xiv) **Against any bidding or RA conducted on GeM, if a bidder quotes Nil charges / consideration, the bid shall be treated as non-responsive and will not be considered.**
- (xv) While finalizing e-Bid / RA, buyer shall indicate the exact amount of EMD (Earnest Money Deposit) required to be submitted by bidders in the form of e-Bank Guarantee on GeM portal in the prescribed format.

11. Roles and Responsibilities of Secondary Users:

(a) Buyers/Consignee:

- (i) Select and compare the product
- (ii) Exercise purchase option as per financial limit.
- (iii) Create Bid/RA
- (iv) Generate demand
- (v) Generate Sanction Order
- (vi) Generate Contract
- (vii) Receives the goods/services and issues an online Provisional Receipt Certificate (PRC) within 48 hours on receipt of item(s).
- (viii) After verification including assessment of quality and quantity, the Consignee will Issue online digitally signed Consignee's Receipt & Acceptance Certificate (CRAC) for that stage within 10 days of date of issue of PRC.

(b) **DDO/PAO:**

DDO/PAO will login to process payment via any of the following modes of payment.

- (i) GPA
- (ii) Internet Banking
- (iii) Other/Offline modes of payment.

12. Buyer's Responsibilities on GeM Portal are as follows,

- (a) The buyers are responsible to ensure that the procurement done by them are in compliance of General Financial Rules and / or Rules Governing Public Procurement in respect of their organization, all GeM terms and conditions and other procurement Policies / Guidelines notified by the government from time to time, including timely payments as per GeM terms and conditions.
- (b) The buyers (in all capacities i.e. as Buyer, Consignee, DDO, Paying Authority etc) are responsible to ensure that the procurement done by them are in compliance with GeM terms and conditions / guidelines and all contract related transactions are completed within time lines prescribed in GeM Contract.
- (c) The buyers must ensure that they have the requisite authorization to enter into contract with seller(s) on GeM for and on behalf of the organization, failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (d) While making procurement on GeM, the buyers shall judiciously search and shortlist items using filters such as quantity, technical parameters, delivery period, warranty period, consignee location(s), seller's eligibility etc. as per their approved requirements.
- (e) The buyers shall satisfy themselves that the price of the selected offer is reasonable. Buyer is at liberty to utilize all the data / information and Business Analytics made available in GeM including e-bidding and reverse auction.
- (f) The buyers before placing the order on GeM should have the required mandatory approval with prior sanction and approval of the competent authorities and shall be in compliance as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.

- (g) On award of the contract(s), it would be construed that the buyer has obtained all necessary Administrative & Financial sanctions of the competent authority and adequate funds are available indicating the relevant Head of accounts in the awarded contract(s).
- (h) The buyers should not exercise any corrupt influence on any aspect of contract and commit to take all measures necessary to prevent corruption maintaining complete transparency and fairness in all activities related to GeM.
- (i) Buyers are not allowed to place any order at GeM prices outside GeM. The prices on GeM are only applicable, if the procurement is made through GeM portal. Using GeM prices for procurement outside GeM portal is strictly prohibited. Further, buyers are not allowed to place any off-line contract to the seller directly based on the outcome of e-Bidding / RA conducted on GeM. All such contracts shall be treated as null and void and GeM reserves the right to delete all data related to such transactions from GeM database besides taking suitable actions against such buyers including suspension from GeM and / or reduction of buyer rating etc.

13. EMD submitted by the bidder shall be forfeited under the following conditions:-

- (a) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or If it comes to notice that the information / documents furnished in its bid is false, misleading or forged; or fails to furnish requisite performance security / PBG within stipulated time required as per e-Bid / RA conditions.
- (b) Notwithstanding above, GeM SPV (Special Purpose Vehicle) / GeM Admin also reserve the right to debar such seller from GeM portal. Such debarment shall be for minimum 3 months initially on first such offence and on repeat offence, the debarment period can be increased suitably by GeM SPV / GeM Admin.
- (c) By submitting a bid on GeM, the bidder explicitly undertakes to abide by the above clause.
- (d) **Earnest money of unsuccessful bidders shall be returned within 15 days after the award of contract or expiry of bid validity whichever is earlier.** Earnest money of successful bidder shall be returned within 15 days after receipt of Performance Security / e-PBG (Electronic Performance Bank Guarantee).

Note: Exemption of EMD for MSME will be dealt as per GeM provisions / Govt. of India Guidance.

- (e) In case of RA, Start / Reference price and step value of decrement shall be indicated to the bidders at the start of the auction. Any participating bidder can bid one or multiple step decrement lower than the prevailing lowest bid at that time. The bidder shall be able to view bid start price, bid decrement value, prevailing lowest bid value and last bid placed by him. Whenever a lower price bid is received in the closing moment i.e. within 15 minutes of existing end time of Reverse Auction, the end time of Reverse Auction shall be extended automatically by another 15 minutes. All participant sellers of that RA shall be notified by the GeM system about extension of time through email and/or SMS and they shall be allowed to submit revised bid under the RA. The same process shall be repeated, if there is another lower bid received in the RA during last 15 minutes of RA.
- (f) GeM / Buyer shall not have any liability to bidders for any interruption or delay in access to the GeM site / Reverse Auction link etc, irrespective of the cause.

14. Contract(s):

Following documents shall be construed to be part of the contract generated through GeM:-

- (a) Scope of supply including price as enumerated in the contract document.
- (b) General Terms and Conditions (GTC).
- (c) Product / Service specific Special Terms and Conditions (STC).
- (d) Bid / RA specific Additional Terms and Conditions (ATC).
- (e) The terms and conditions stipulated in STC will supersede those in GTC and terms and conditions stipulated in ATC will supersede those in GTC and STC in case of any conflicting provisions.

15. Prices:

- a. **Offer price on GeM portal:** The prices of the offered goods or services shall be firm and fixed at any point of time and shall be indicated in INR for each accounting unit. The seller can choose to offer goods or services at uniform GeM rate inclusive unit price for deliveries at locations across India on All India basis or for specified locations selected at the time of product listing. As such, for supply of Goods contract, no additional charges such as local levies / transportation / loading unloading charges etc., shall be payable over and above the contract price.

For selected freight intensive products, as notified on GeM, the seller may quote unit price inclusive of GST with delivery charge(s) (including transportation, loading unloading and local levies) payable extra as defined in the relevant categories. In respect of items requiring installation and / or commissioning and other services (as indicated in technical details of the item), the charges for the same shall also be included in the offered price on GeM.

- b. Once a **buyer carts** a particular quantity of offered goods / service, during carting period as notified from time to time on GeM, rates for carted quantity for that buyer are **frozen for five days** against any upward revision by seller. However advantage of any downward revision in the offer price of carted item shall be automatically provided to the buyer.
- c. **Offer price in e-Bidding:** Bidder is required to indicate offer price in the price schedule as provided in the bidding document. Complete breakup of price as required must be indicated. However evaluation of the bid shall be on the basis of total price inclusive of delivery charges at consignee destination (unless otherwise specified in the ATC).
- d. **Offer price in RA:** Bidder is required to indicate total offer price. Evaluation of the bid shall be on the basis of total price inclusive of delivery charges at consignee destination (unless otherwise specified in the ATC). Successful bidder shall have to provide complete breakup of the quoted price in the required price bid format before award of contract.

16. Performance Bank Guarantee:

There shall be no performance security / PBG requirement for contracts placed under Direct Purchase / L-1 Purchase option under para (i) and (ii) of GFR rule 149. In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (e-PBG) (in format provided on GeM) has to be levied as per CMRL procurement manual.

17. Duties & Taxes:

Offer Prices on GeM shall be on all-inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In case of Bid / RA, complete break-up of the quoted price in the required price bid format shall be furnished by the bidder, before award of contract.

18. Guarantee and Warrantee:

- (a) The goods/services supplied under the contract(s) shall be in accordance with the contract specifications & quality and the goods shall be brand new and have standard Guarantee/Warrantee for one year period from the date of final acceptance by the consignee unless otherwise specified in category specifications. Seller at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee / Warrantee period (i.e. more than 1 year) and in such case, Guarantee / Warrantee period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warrantee period of 1 year stipulated in these general terms and conditions.
- (b) Notwithstanding the fact that the buyer may have inspected and/or approved / accepted the said Goods, it is further guaranteed that if during the said guarantee / warrantee period, the Goods be discovered not to conform to the requisite description and quality and/or not giving satisfactory performance or have deteriorated, and the decision of the buyer in that behalf shall be final and binding on the seller and the buyer shall be entitled to call upon the seller to rectify and/or replace the **Goods or such portion thereof as is found to be defective by the buyer within 7 days. Otherwise, the seller shall pay to the buyer such compensations that may arise by reasons of the warranty therein contained.**
- (c) In cases requiring spares, the seller guarantees that they will supply Spare Parts, if and when required on agreed basis for an agreed price for a minimum period of three years from the date of expiry of warrantee period (unless otherwise specified in STC / ATC). The agreed basis could be, including but without any limitation, an agreed discount on the published catalogue or an agreed percentage of profit on the landed cost. The aforesaid provisions made specifically for goods, shall also be applicable for services to the extent the same are practically possible.

19. Buyer / Consignee's Right of Rejection (Return Policy):

- a) The Goods delivered shall bear the self-certified Manufacturer's/ Seller's Warranty/Guarantee. Buyer / Consignee shall have the right to inspect the supplied goods themselves and/or through their appointed agency at consignee's own cost, at consignee's site(s) after receipt and accept or reject on proper justification any consignment of the goods received within a period of 10 days (unless otherwise specified in STC or ATC) of receipt of consignment of goods. The date of receipt shall be reckoned from the date of receipt of the goods as notified in the Provisional Receipt Certificate (PRC) which will be issued online by consignee immediately after receipt of goods.

- b) In case of service contract, the buyer reserves right to reject the same in conformance with the terms and conditions of the agreed Service Level Agreement (SLA). However such right to reject services offered by the seller under the contract shall be exercised by the buyer within 10 days (unless otherwise specified in STC or ATC) of the date of receipt of the service. The date & time of start and completion of the service, shall be indicated by the seller while raising online invoice for a specified period of service as per Service Level Agreement (SLA). The date of such invoice or the date of completion of the service, whichever is later shall be reckoned as date of receipt of the service.
- c) On Acceptance / Part Acceptance or Rejection of Goods / Services, consignee will issue an online 'Consignee's Receipt cum Acceptance Certificate' (CRAC), which will form the basis of payments to the seller.
- d) In case CRAC are not issued within 10 days of receipt as defined above, the concerned goods / services will be considered as deemed accepted and the consignee shall forfeit their right to reject the same.
- e) No payment shall be made for rejected goods or services. After intimation of the rejection / part rejection by the buyer / consignee, the seller shall be liable to remove / lift back such rejected goods within 10 days without any extra charge/cost to the buyer / consignee failing which suitable ground rent / warehousing charges would be payable by the seller. If the seller fails to remove / lift back such rejected goods within reasonable time period, the buyer / consignee shall have the right to dispose off such rejected goods at the risk and cost of the seller.

20. Payment Authority and Payment Terms:

Payments shall be made to the seller in the manner mentioned below:

- (a) **For Goods:** In case of goods, 100% payment will be released within ten (10) days of issue of consignee receipt-cum-acceptance certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.
- (b) **For Services:** In case of services, 100% payments on the basis of monthly (unless otherwise specified) bills will be paid within ten (10) days of issue of Consignee Receipt-cum-Acceptance Certificate (CRAC) and on-line submission of bills unless otherwise specified in STC / ATC.

21. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery basis at site including loading/unloading. In respect of items requiring installation, commissioning and other services in the scope of supply (as indicated in respective product category specification / STC / ATC), the cost of the same shall also be included in the offer price.

22. Delivery Period:

Seller shall indicate the quantity which can be supplied over the specified time period(s). The seller would offer these details, which would constitute the part of the awarded contract(s) in the GeM and would make a binding contract between the seller & the buyer. Any modification thereto shall be mutually agreed and incorporated in the contract. This delivery period/time shall be deemed to be essence of the contract and delivery must be completed not later than such date(s).

23. Extension of Delivery Period:

Buyer may on the request of the seller or otherwise, extend the delivery date suitably subject to the following conditions:

- (a) The original delivery period may be re-fixed by the buyer without any Liquidated damages subject to Force Majeure conditions mentioned below and also on the ground/reasons of delay attributable to the buyer / consignee.
- (b) For other cases, provided the price trend is not lower, the delivery period may be suitably extended for which an amount equal to the Liquidated Damages for the extended period(s) for delay in the supply of the goods / services after the expiry of contract delivery period / re-fixed delivery period, shall be recovered from the seller as mentioned hereinafter for the extended period. No increase in price on any ground after the original / re-fixed delivery date shall be admissible during such extended period(s). Nevertheless the buyer shall be entitled to the benefit of any decrease in price on account of reduction in GST taking place during extended delivery period.

24. Liquidated Damages:

If the seller fails to deliver any or all of the Goods/Services within the original/re-fixed delivery period(s) specified in the contract, the buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever.

25. Force Majeure Conditions:

If at any time during the continuance of the contract, the performance in whole or in part by either party of any obligation under this contract shall be prevented or delayed by the reasons of any war, hostility, acts of the public enemy, epidemics, civil commotion, sabotage, fires, floods, explosion, quarantine restrictions, strikes, lockouts or act of God provided notice of happening of such event duly evidenced with documents is given by one party to the other within 10 days from the date of occurrence thereof, neither party shall be by reasons of such event, be entitled to terminate the contract nor shall either party have any claim for damages against the other in respect of such non-performance or the delay in performance and deliveries under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of the buyer as to whether the deliveries have been so resumed or not shall be final and conclusive, Provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding **10 days**, either party may at its option terminate the contract provided also that the buyer shall be at liberty to take over from the seller at a price to be fixed by buyer, which shall be final, all unused, undamaged and accepted material, bought out components and goods in course of manufacture in the possession of the seller at the time of such termination or such portion thereof as the buyer may deem fit except such materials, bought out components and goods as the seller may with the concurrence of the buyer.

26. Dispute Resolution between Buyer and Seller:

AMICABLE SETTLEMENT: In the event of any question, dispute or difference arising connection with the contract, the parties shall use their respective reasonable endeavour to settle any dispute amicably. If a dispute is not resolved within 30 days after written notice of any dispute by one party to the other, the same shall be resolved through the mechanism of a co-ordination committee to be formed by the buyer and seller / service provider and to be chaired by the Primary User of Buyer Organization / Department along with representatives from buyer department and seller.

27. Arbitration:

- (a) In the event of any question, dispute or difference arising under the terms and conditions of the contract placed through GeM, the same shall be referred to the sole arbitration by an officer nominated as Arbitrator by the Primary Buyer of the concerned Buyer Organization. There will be no objection that the arbitrator is a Government Servant and that he had to deal with the matters to which the contract relates or that in the course of his duties as a Government Servant, he has expressed views on all or any of the matters in dispute or difference. The award of the arbitrator shall be final and binding on the parties to the contract. The arbitration shall be governed as per Indian Arbitration and Conciliation Act 1996 as amended up to date. The place for arbitration shall be at the place from where contract has been placed by the buyer or at the place of primary buyer as decided by the primary buyer.
- (b) In the event of the Arbitrator dying, neglecting or refusing to act or resigning or being unable to act for any reason, or his award being set aside by the court for any reason, it shall be lawful for the primary buyer to appoint another arbitrator in place of the outgoing arbitrator in the manner aforesaid. In respect of all contract placed through GeM, the dispute would not be referred or entertained by Micro and Small Enterprise Facilitation Council, Consumer Forum or any other adjudication forum.
- (c) All disputes in connection with the contract, shall be subject to the exclusive jurisdiction of the Court within the local limits of whose jurisdiction, the place from where contract was issued is situated. GeM SPV would not be a party to any such dispute/matter.

28. Laws Governing the Contract:

The contract shall be governed by the laws of India for the time being in force.

- (a) Irrespective of the place of delivery, the place of performance or the place of payment under the contract, the contract shall be deemed to have been made at the registered address of the buyer and / or primary buyer.
- (b) **Jurisdiction of Courts:** The courts of the place from where the contract has been made shall alone have jurisdiction to decide any dispute arising out of or in respect of the contract. GeM SPV would not be a party to any such litigation.

29. Limitation of Liability:

Notwithstanding anything contained in this agreement, no party will be liable for any special, incidental or consequential damages arising out of or in connection with this agreement or any breach hereof (including for loss of data or profits, or cost of cover), whether or not such party has been advised of the possibility of such damages, and whether under a theory of contract, tort (including negligence) or otherwise; except for liabilities arising out of any violation, misappropriation or infringement of a party's intellectual property rights, or from a breach by either party of its obligation. In no event will either party's aggregate liability arising out of or in connection with this agreement or any breach hereof (whether under a theory of contract, tort (including negligence), warranty or otherwise) exceed the contract price entered into the contract between buyer and seller.

30. Termination for Default:

If the seller does not perform his obligations within the delivery period / Date mentioned in the contract, the same would constitute the breach of the contract and the buyer shall have the right to cancel or withdraw the contract for the unsupplied portion after the expiry of the original or re-fixed delivery date or period stipulated in the contract. Such cancellation of contract on account of non-performance by the seller would entitle the buyer to forfeit the performance security besides other actions such as downgrading the seller's rating or debarment from the GeM for specified period as decided by GeM on merits.

31. Closure of Transaction:

After satisfactory completion of all the obligations under the contract and release of payments for the Goods / Services, the transaction shall be treated as closed.

32. Grounds for Administrative Action against Seller's Misconduct in GeM:

The seller would be liable for administrative actions such as suspension / debarment / removal from GeM, if they fail to abide by any of the terms & conditions stipulated in this document and / or on the following grounds, if the seller:-

- (a) Listing the products / services not in the relevant categories and / or listing the same with vague / conflicting product specifications / details and irrelevant product photographs.
- (b) Offering Goods / Services without having proper authorization.
- (c) Supplies goods of inferior / substandard quality.

- (d) Supplies refurbished or counterfeit products.
- (e) Withdraws or modify or impairs or derogates from the bid in any respect within the period of validity of its bid; or
- (f) If it comes to notice that the information / documents furnished in its bid is inaccurate, false, misleading or forged; or
- (g) Fails to furnish requisite performance security / PBG within stipulated time required as per e-Bid / RA conditions.
- (h) Fails to update GeM about any change in information furnished within the prescribed time limits.
- (i) Executes services without conforming to requirement given in Service Level Agreement (SLA)
- (j) Fails to execute an order/ contract or fail to execute it satisfactorily.
- (k) Is declared bankrupt or insolvent.
- (l) Fails to produce the requisite documents/ information during the course of inspection / assessment at any stage; and
- (m) On any other ground for which, in the opinion of GeM, the retention of the seller or any of its offered product in GeM is not in public interest.

The grounds mentioned above are illustrative only. Users are advised to read the list of prohibited activities published on the website.

33. List of Prohibitive Activities (Suggestive and Non-Exhaustive):

- (a) Indulging in Cyber Crime activities which can become a threat to the GeM or to the Government of India.
- (b) Advertising, exhibiting, representing, publishing, pronouncing, listing, delivering, exposing for sale, offering to sell any kind of Goods / Services which can cause any kind of infringement or disparagement of intellectual property rights.
- (c) Selling refurbished, counterfeit / fake products.
- (d) Offering to sell or selling above MRP and/or, any kind of misrepresentation of MRP including contravening the provisions of the Legal Metrology Act 2009.

- (e) Delivering some other product / used product / empty parcels.
- (f) Offering to sell or selling freebies which are written 'Not for sale' products.
- (g) Listing of the products on GeM without authorization to sell products manufactured by the OEM in open market.
- (h) Listing of the products is done on GeM website without warranty or genuine warranty.
- (i) Listing of the products is done in irrelevant / inappropriate categories and / or with vague / conflicting product specifications / details / irrelevant product photographs etc.
- (j) The buyer / seller registering on GeM and / or offering or buying the goods and/or services and / or participating in e-Bidding / Reverse Auction on GeM, without the requisite authorization to enter into contract on behalf of the concerned legal entity. Failing which such individual(s) shall be individually liable for its actions and also for any liability arising out of such actions.
- (k) If any seller has been debarred from GeM then such seller or their authorized sellers shall also not be permitted to register and offer / sell their products on GeM and / or participate in Bids / RA on GeM.
- (l) Using GeM prices for making procurement outside GeM Portal.
- (m) Splitting of demands by creating multiple Bids / RAs of same goods / services or making repeated procurements of same goods / services through L-1 buying as per rule 149(i) and 9(ii) of GFR-2017.

34. How to procure Goods & Services on GeM:

Video Tutorials are available vide URL https://gem.gov.in/training/training_module for procurement of common User Items and Service on following aspects :-

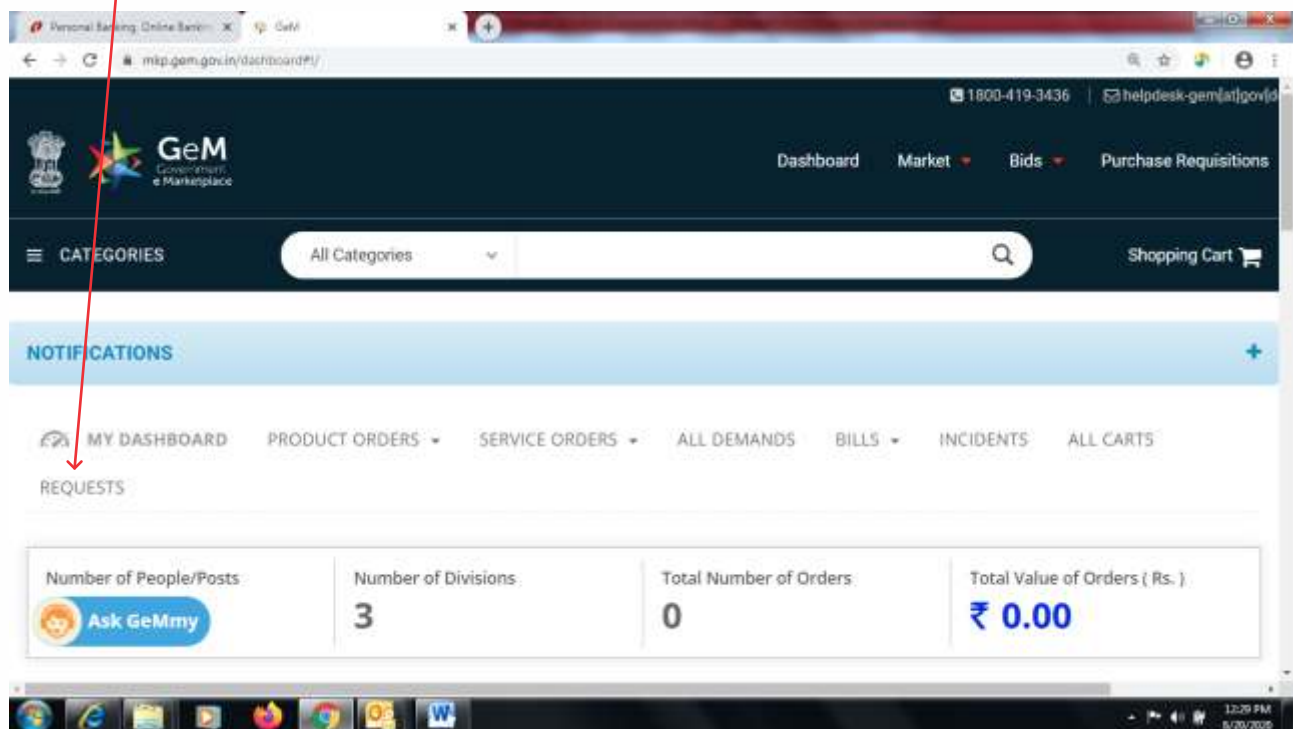
- a. Direct Purchase upto Rs. 25,000/-.
- b. Comparison L1 purchase above Rs. 25,000/- and below Rs. 5,00,000/-.
- c. Bidding / Reverse Auction above Rs. 5,00,000/-.
- d. Order processing - PRC and CRAC
- e. Payment processing.

35. Request Management System:

Procedure for Cataloguing Items Not Available in GeM

Request Management system can be used by the buyer to raise new request through GeM. The following request can be raised through Request Management System by clicking the icon named **"REQUESTS"**

- i. Request for Additional Terms and Conditions
- ii. Request for changes to the existing items (Product/Service)
- iii. Request for creation of new category
- iv. Annual Procurement Plan



Note:

Online request can be raised for cataloging item(s)/service not available in GeM through GeM Portal. Video Tutorial on the same is available vide below mentioned URL.

<https://www.youtube.com/watch?v=gbdAxsrBMzk>

36(b) Consignment Receipt and Acceptance Certificate (CRAC):-

Consignment Receipt & Acceptance Certificate																																																	
<p>Chennai Metro Rail Limited Admin Building, CMRL Depot, Poomalathi High Road, Royapettah, CHENNAI, TAMIL NADU - 600017</p> <p>CRAC No: GEMCRAC-1-50180771180101-1 CRAC Date: 27-Jul-2020</p>																																																	
<p>Contract No: GEMC-50180771180101 Contract Date: 15-Jul-2020 PRC Date: 27-Jul-2020</p> <p>Bill To: Chennai Metro Rail Limited Admin Building, CMRL Depot, Poomalathi High Road, Royapettah, CHENNAI, TAMIL NADU - 600017 Type: SFA-SFA-6 Consignment Ministry: Ministry of Housing & Urban Affairs, Mumbai Department: Chennai Metro Rail Ltd Organization Name: Chennai Metro Rail Ltd Office Name: NA</p> <p>Shipped By: Excellent Computers Stationery Excellent Computers Stationery, Chennai, TAMIL NADU - 600002</p>																																																	
<p>Contract Item Details:</p> <table border="1"> <thead> <tr> <th>#</th> <th>Item Description</th> <th>Model</th> <th>Ordered Quantity</th> <th>Unit</th> <th>Price per Unit (inclusive of all Duties and Taxes (in INR))</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>1/4 A4 copy Copier, 19 Gem, 500 Sheets</td> <td>1/4 A4 copy Copier, 19 Gem, 500 Sheets</td> <td>8</td> <td>each</td> <td>218.8</td> </tr> <tr> <td>2</td> <td>Post & Sign 2" x 3"</td> <td>Post & Sign</td> <td>8</td> <td>packet</td> <td>20.0</td> </tr> <tr> <td>3</td> <td>Shredded Note Pad 40Pages</td> <td>Shredded</td> <td>8</td> <td>packet</td> <td>15.0</td> </tr> <tr> <td>4</td> <td>Pen 600</td> <td>Pen 600</td> <td>8</td> <td>piece</td> <td>38.0</td> </tr> <tr> <td colspan="5">Total Order Value (in INR)</td> <td>828.8</td> </tr> </tbody> </table>		#	Item Description	Model	Ordered Quantity	Unit	Price per Unit (inclusive of all Duties and Taxes (in INR))	1	1/4 A4 copy Copier, 19 Gem, 500 Sheets	1/4 A4 copy Copier, 19 Gem, 500 Sheets	8	each	218.8	2	Post & Sign 2" x 3"	Post & Sign	8	packet	20.0	3	Shredded Note Pad 40Pages	Shredded	8	packet	15.0	4	Pen 600	Pen 600	8	piece	38.0	Total Order Value (in INR)					828.8												
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Total Received Order Value (in INR)							828.8																																										
<p>Note: This is a computer generated document to generate a bill for the buyer for making payment.</p>																																																	

- Notification regarding receiving of supplies will be sent to buyer, consignee, HOD and supplier.

Supplies against contract no. **GEMD2335-24** has been received provisionally by consignee.

A NOTIFICATION HAS BEEN SENT TO FOLLOWING:

Officials	Email	Mobile No.
Buyer	anuragi@nic.in	9650444119
Consignee	prerna@nic.in	9650444118
HOD	narayankg@nic.in	9650444119
Supplier	ks_narayan@hotmail.com	9650444119

- After issuing PRC and CRAC, the information regarding receipt and acceptance of goods will be sent to supplier on GeM Portal.
- Now, DDO/PAO will login to process payment.
- Login as PAO/DDO and process payment in any of the mode :-
 - ★ GPA Mode-Non challan (For procurement above Rs. 10 Lakhs per transaction).
 - ★ Internet Banking (For Procurement below Rs. 10 Lakhs).
 - ★ Other Mode.

Note:

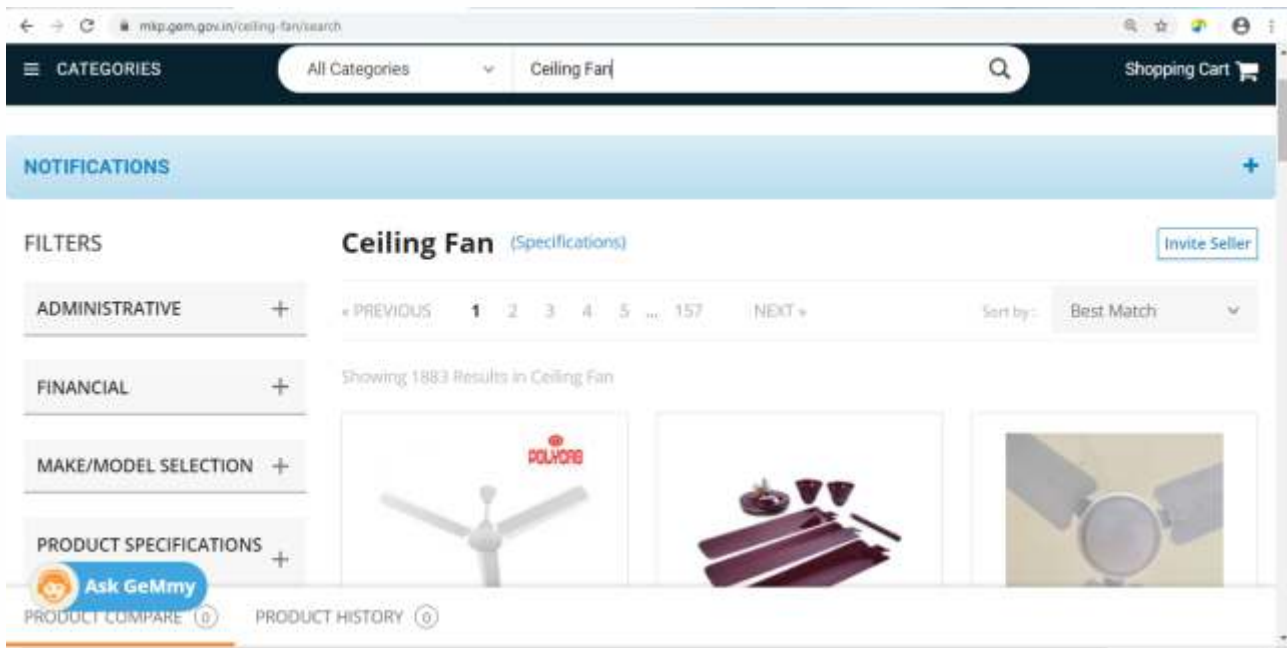
Video Tutorials available vide Gem Portal for payment processing for the above payment mode vide URL: https://gem.gov.in/training/training_module under icon named "Payment"

37. Direct Purchase - Steps for Procurement upto Rs. 25,000/- :-

Step 1: Login as a buyer.

Step 2: Type the required product category in the search menu.

Step 3: The searched product appears on the screen.

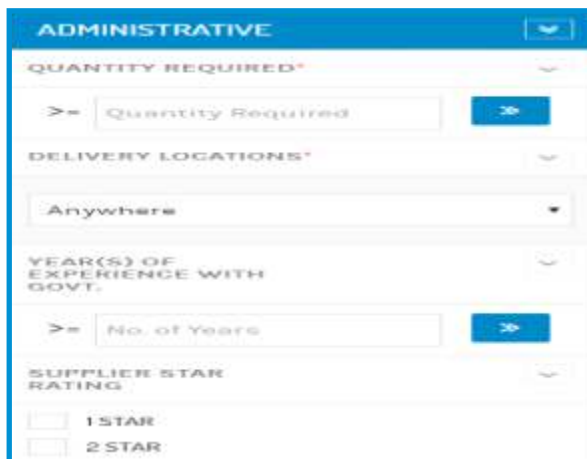


Step 4: Furnish the details in the three filters namely as follows;

- Administrative Filter
- Financial Filter
- Product Specification



★ Administrative Filter:

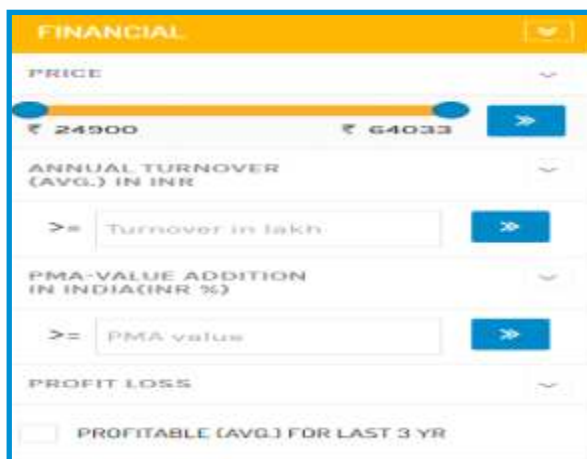


The Administrative Filter form includes the following sections:

- QUANTITY REQUIRED***: A dropdown menu with a value of "Quantity Required" and a blue arrow button.
- DELIVERY LOCATIONS***: A dropdown menu with a value of "Anywhere" and a blue arrow button.
- YEAR(S) OF EXPERIENCE WITH GOVT.**: A dropdown menu with a value of "No. of Years" and a blue arrow button.
- SUPPLIER STAR RATING**: Two radio button options: "1 STAR" and "2 STAR".

1. Put the administrative filter
2. Quantity required.
3. Delivery location.
4. Year of experience with government.
5. Supplier rating

★ Financial Filter:



The Financial Filter form includes the following sections:

- PRICE**: A range slider with values "₹ 24900" and "₹ 64033" and a blue arrow button.
- ANNUAL TURNOVER (AVG.) IN INR**: A dropdown menu with a value of "Turnover in lakh" and a blue arrow button.
- PMA-VALUE ADDITION IN INDIA(INR %)**: A dropdown menu with a value of "PMA value" and a blue arrow button.
- PROFIT LOSS**: A checkbox option labeled "PROFITABLE (AVG.) FOR LAST 3 YR".

1. Put the financial filter.
2. Product amount range.
3. Annual turnover of the supplier.
4. PMA-value addition.
5. Profit & Loss of supplier.

★ Product Description:



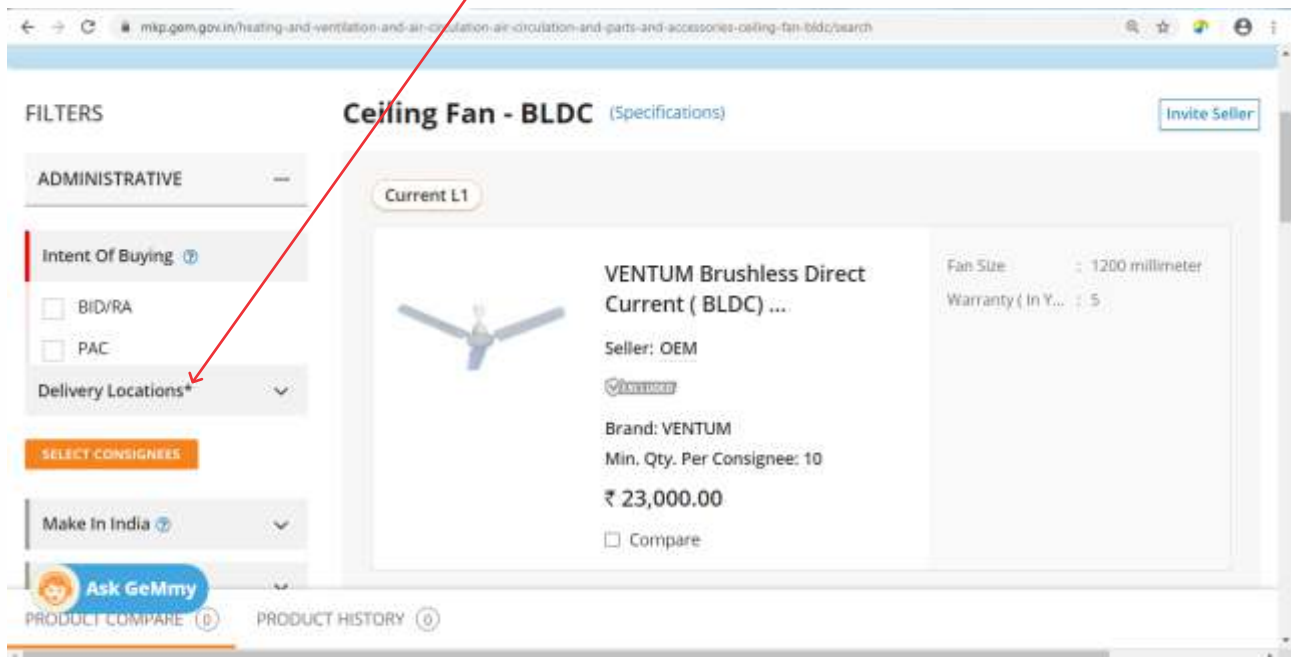
The Product Specifications form includes the following sections:

- BRAND**: A list of checkboxes for "KBS", "MILLENNIUM", "DATAMINI", "DELL", and "ACER".
- MODEL**: A list of checkboxes for "KBS P32SL (KBS) (P5L32) (DEM0)", "P5L32", "TORNADO MT D16", "P32HE", and "FESTIVA MG-HC-I3".
- PROCESSOR MAKE**: A list of checkboxes for "INTEL" and "AMD".

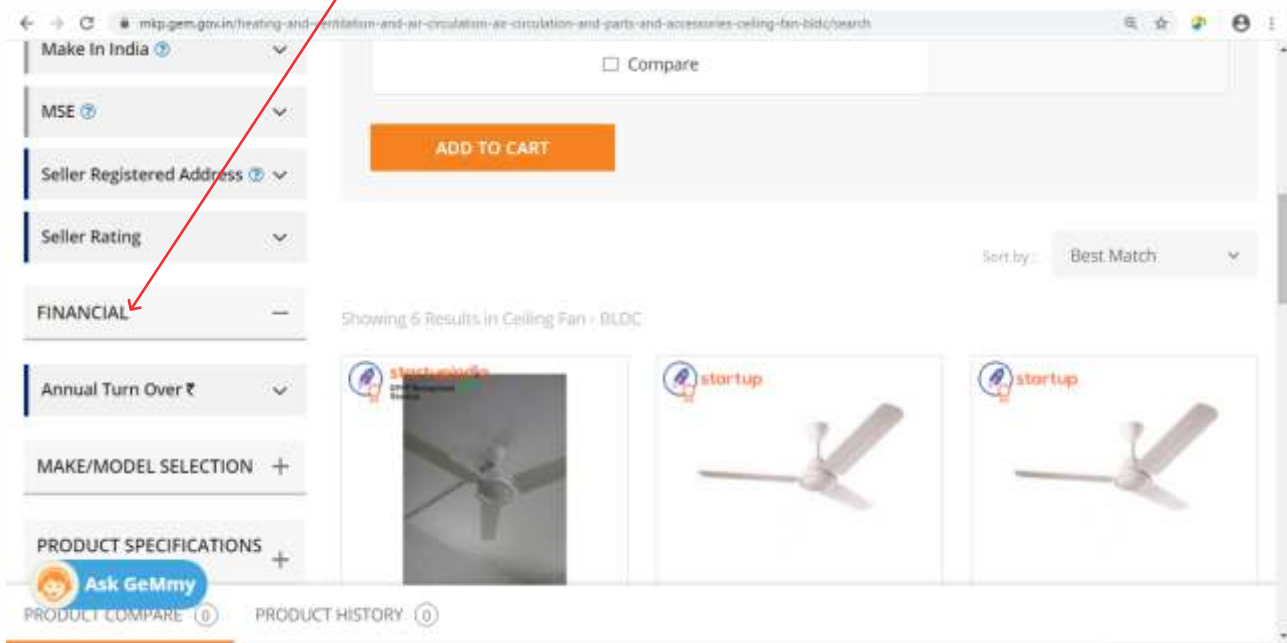
Put the product technical specification as per requirement of buyer,

1. As brand.
2. As model.
3. Processor etc.

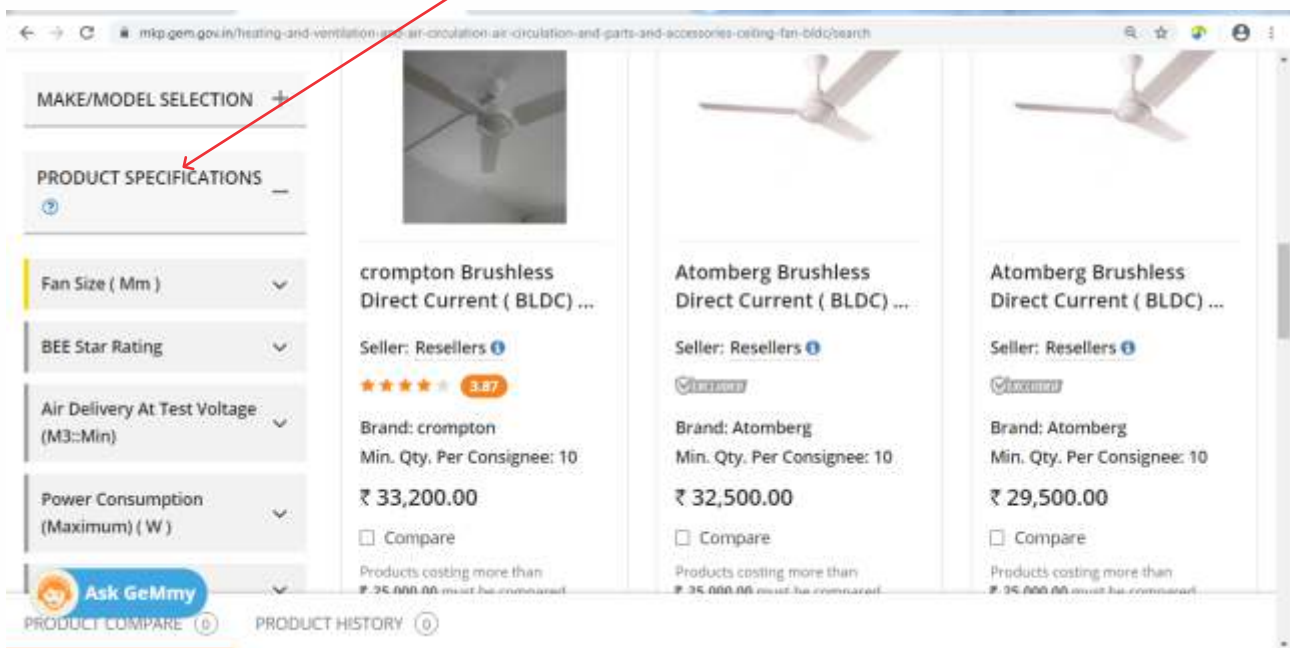
Step5: Select "**Delivery Locations**" by clicking Select Consignee icon under administrative filter.



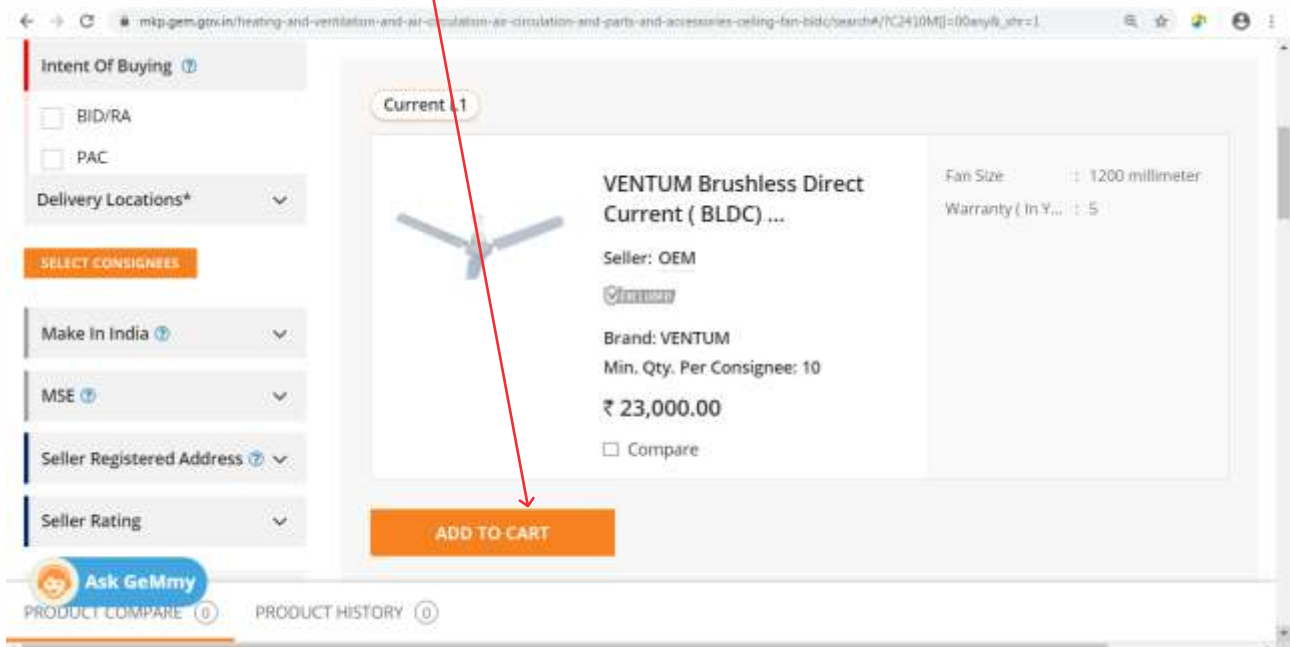
Step6: May furnish financial details of firm required for procurement of items /service under "**FINANCIAL**" filter, if needed.



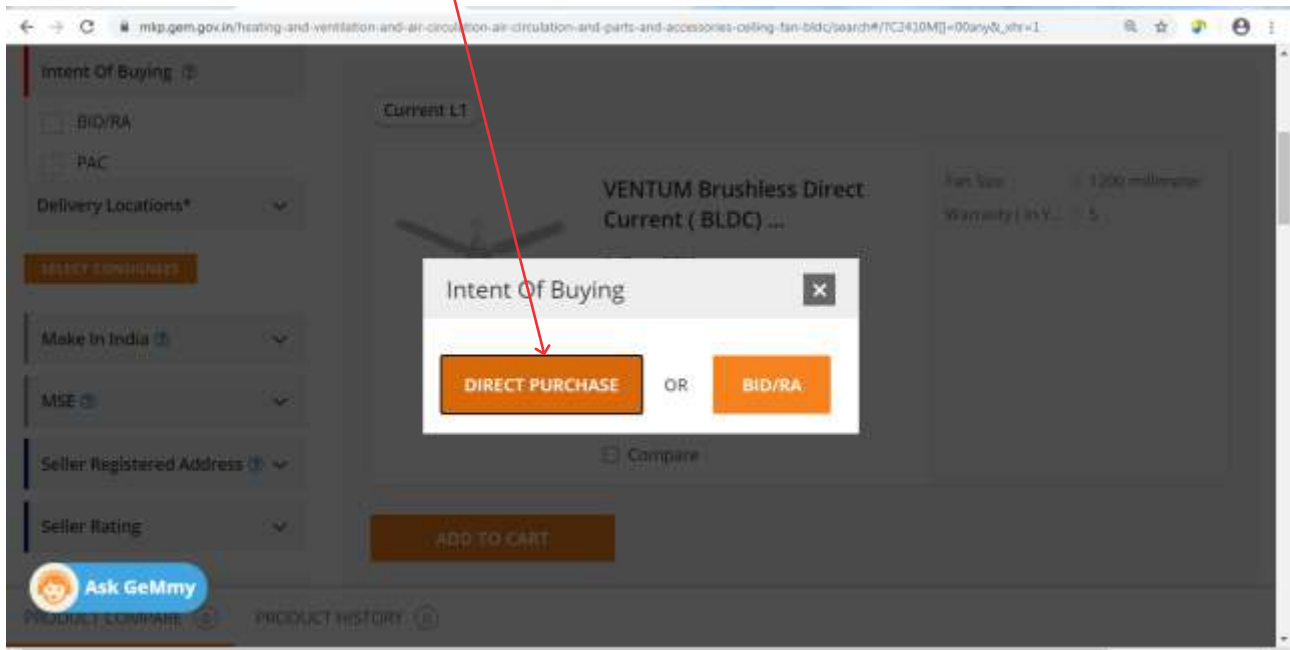
Step 7: Furnish the Technical Specification of the Product required by clicking the icon Named "**PRODUCT SPECIFICATIONS**".



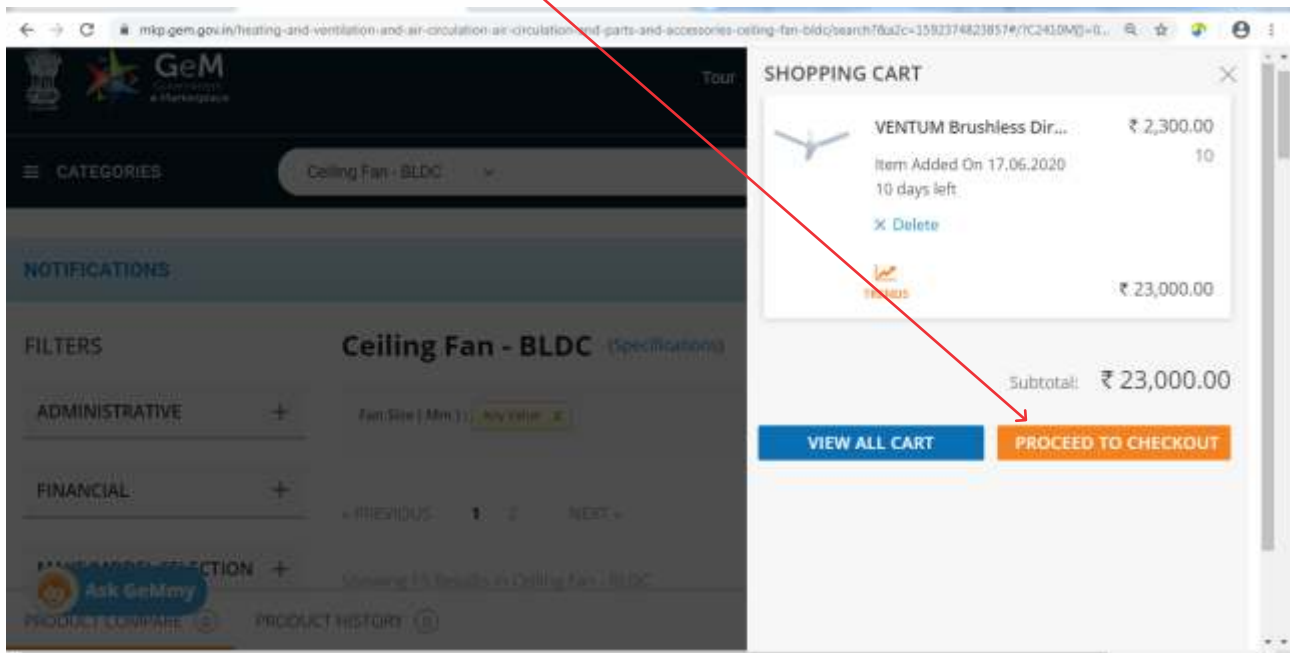
Step 8: Click "**ADD TO CART**" icon



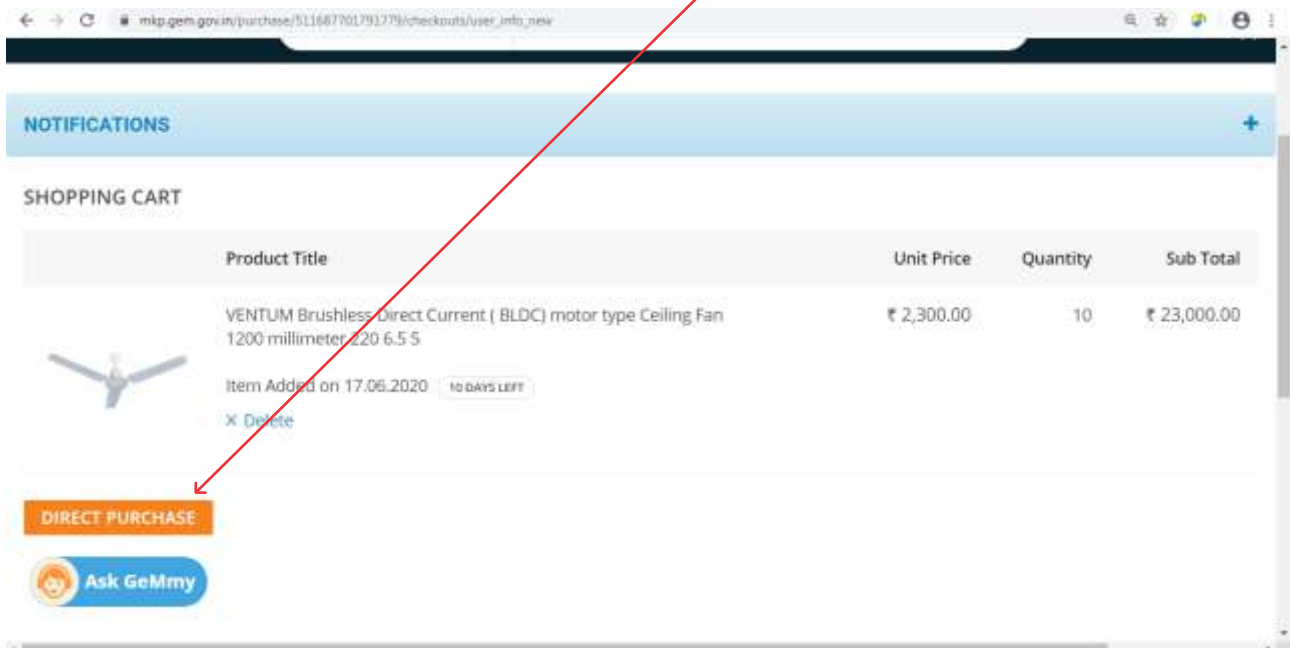
Step 9: Click "**DIRECT PURCHASE**" icon.



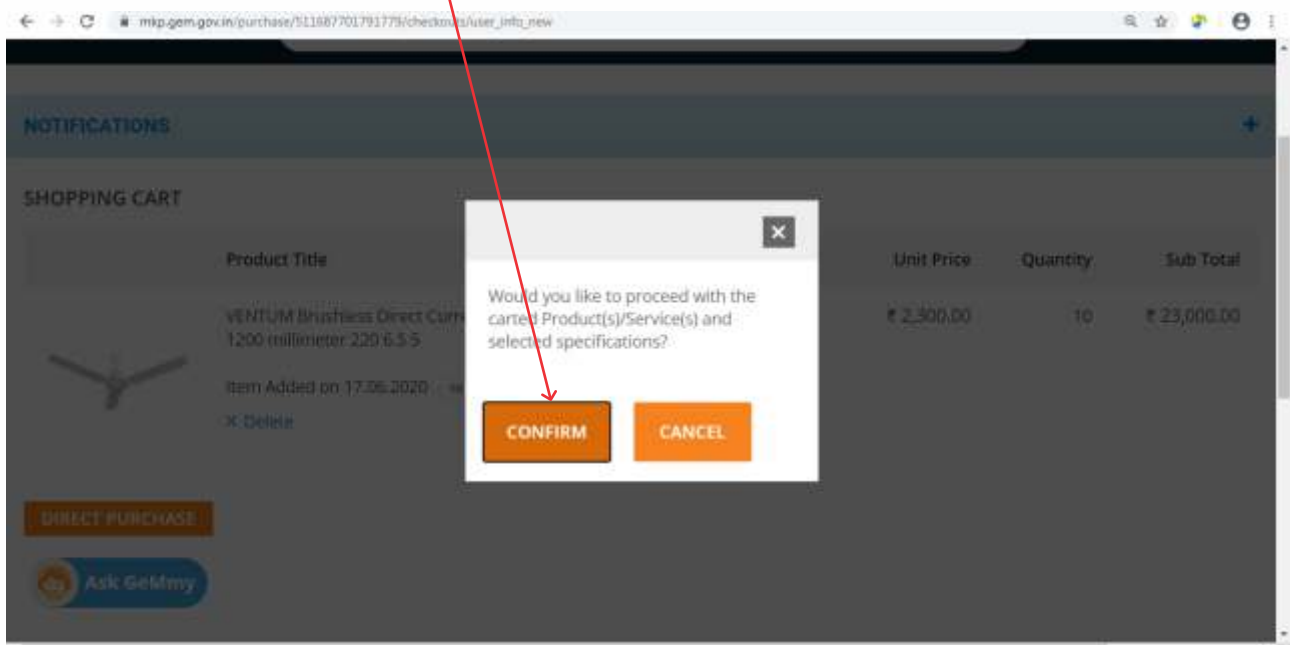
Step 10: Click "**PROCEED TO CHECKOUT**" icon.



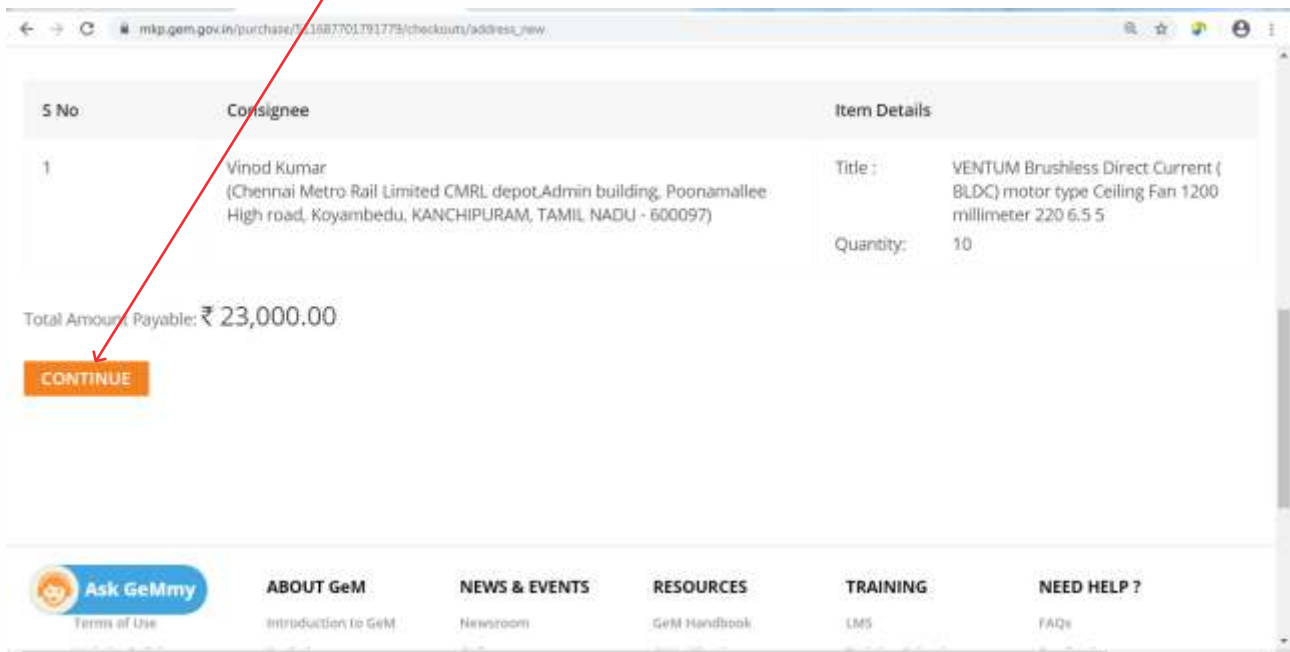
Step 11: Click once again the icon named "**DIRECT PURCHASE**".



Step 12: Click the "**CONFIRM**" option on pop-up menu.



Step13: Press "**CONTINUE**" icon.



The screenshot shows the checkout page on the GeM portal. The URL is mip.gem.gov.in/purchase/511687701791775/checkout/address_new. The page displays a table with item details:

S No	Consignee	Item Details
1	Vinod Kumar (Chennai Metro Rail Limited CMRL depot, Admin building, Poonamallee High road, Koyambedu, KANCHIPURAM, TAMIL NADU - 600097)	Title : VENTUM Brushless Direct Current (BLDC) motor type Ceiling Fan 1200 millimeter 220 6.5 5 Quantity: 10

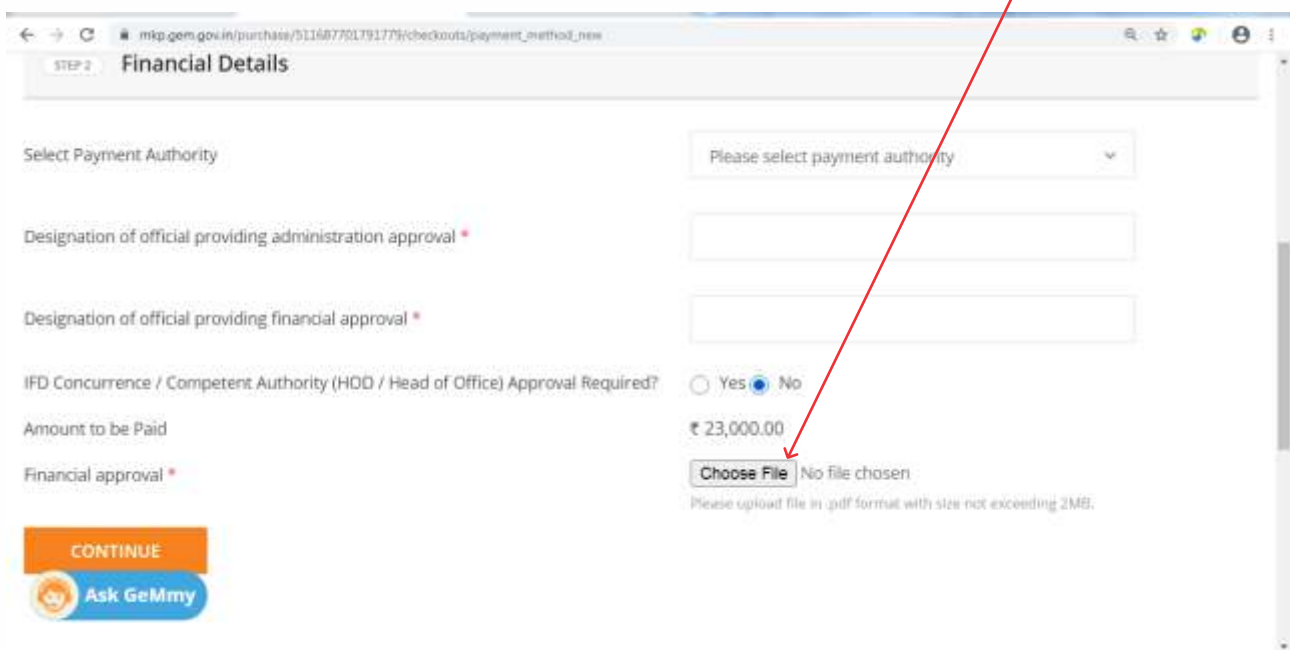
Total Amount Payable: ₹ 23,000.00

A red arrow points to the orange **CONTINUE** button at the bottom left of the item details section.

The footer contains links for **Ask GeMmy**, **ABOUT GeM**, **NEWS & EVENTS**, **RESOURCES**, **TRAINING**, and **NEED HELP ?**.

Step14: Under Financial Details icon, please furnish the following details:-

- Select the Payment Authority.
- Designation of official providing administrative & financial approval.
- Provide the budget Concurrence details reference and date, if opted yes
- Upload the Financial approval by selecting the "**Choose File**" icon.



The screenshot shows the 'Financial Details' page on the GeM portal. The URL is mip.gem.gov.in/purchase/511687701791775/checkout/payment_method_new. The page is titled 'STEP 2 Financial Details'.

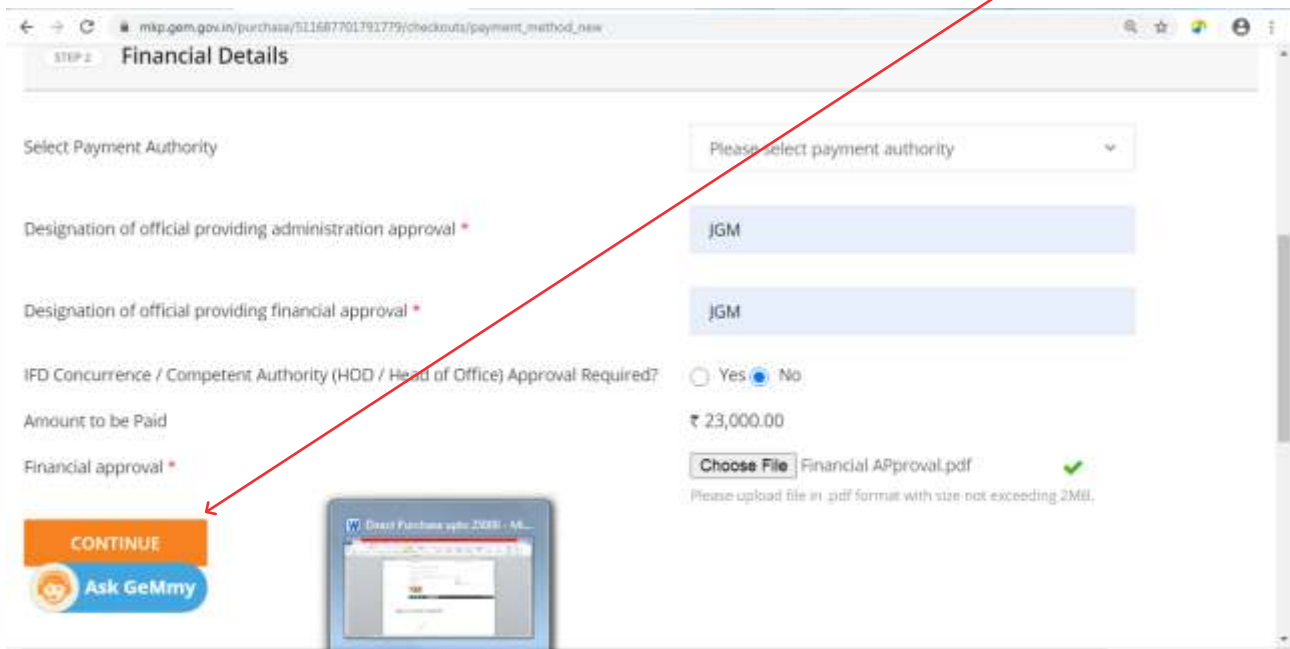
The form includes the following fields:

- Select Payment Authority:** A dropdown menu with the text 'Please select payment authority'.
- Designation of official providing administration approval ***: A text input field.
- Designation of official providing financial approval ***: A text input field.
- IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?**: Radio buttons for 'Yes' and 'No' (selected).
- Amount to be Paid:** ₹ 23,000.00
- Financial approval ***: A 'Choose File' button with the text 'No file chosen' and a note 'Please upload file in .pdf format with size not exceeding 2MB.'

A red arrow points to the **Choose File** button.

The footer contains links for **CONTINUE** and **Ask GeMmy**.

Step 15: Post uploading the Financial Approval document, press "**CONTINUE**" icon.



STEP 2: Financial Details

Select Payment Authority: Please select payment authority

Designation of official providing administration approval *: JGM

Designation of official providing financial approval *: JGM

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required?: ☐ Yes ☒ No

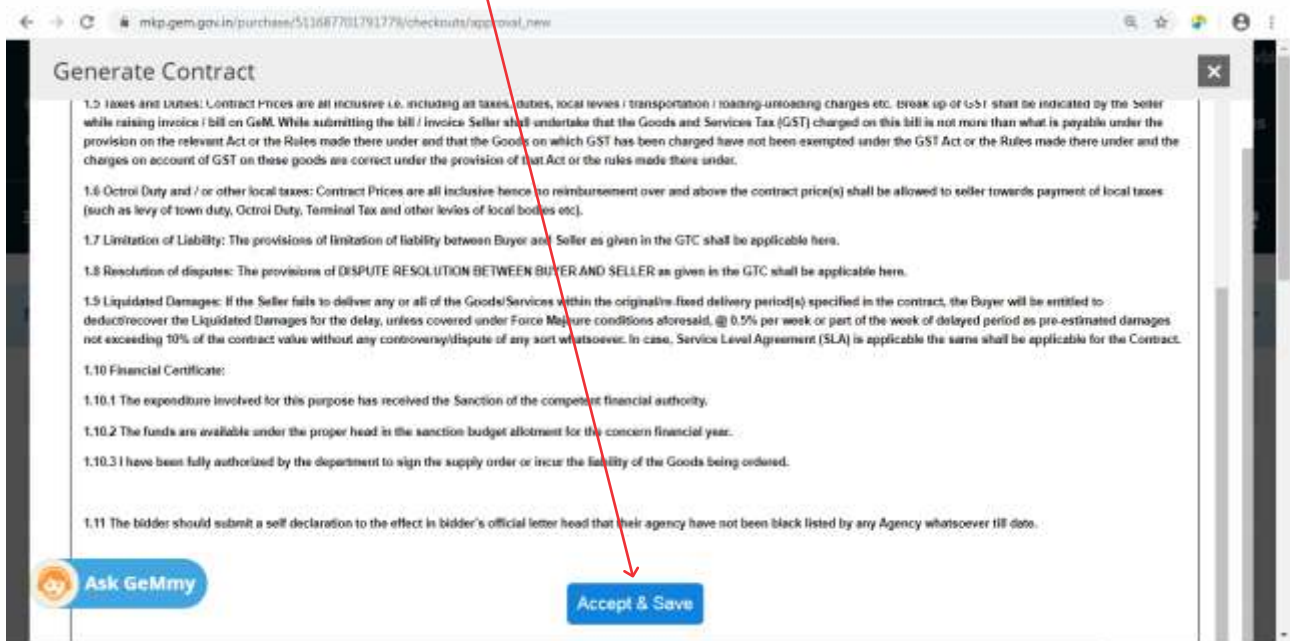
Amount to be Paid: ₹ 23,000.00

Financial approval *: Choose File Financial Approval.pdf

Please upload file in .pdf format with size not exceeding 2MB.

CONTINUE Ask GeMmy

Step 16: Click the "**Accept & Save**" button to Generate Contract.



Generate Contract

1.0 Taxes and Duties: Contract Prices are all inclusive i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. break up or t-b-r shall be indicated by the Seller while raising Invoice / bill on GeM. While submitting the bill / Invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

1.6 Octroi Duty and / or other local taxes: Contract Prices are all inclusive hence no reimbursement over and above the contract price(s) shall be allowed to seller towards payment of local taxes (such as levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies etc).

1.7 Limitation of Liability: The provisions of limitation of liability between Buyer and Seller as given in the GTC shall be applicable here.

1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

1.5 Liquidated Damages: If the Seller fails to deliver any or all of the Goods/Services within the original/ fixed delivery period(s) specified in the contract, the Buyer will be entitled to deduct/recover the Liquidated Damages for the delay, unless covered under Force Majeure conditions aforesaid, @ 0.5% per week or part of the week of delayed period as pre-estimated damages not exceeding 10% of the contract value without any controversy/dispute of any sort whatsoever. In case, Service Level Agreement (SLA) is applicable the same shall be applicable for the Contract.

1.10 Financial Certificate:

1.10.1 The expenditure involved for this purpose has received the Sanction of the competent financial authority.

1.10.2 The funds are available under the proper head in the sanction budget allotment for the concern financial year.

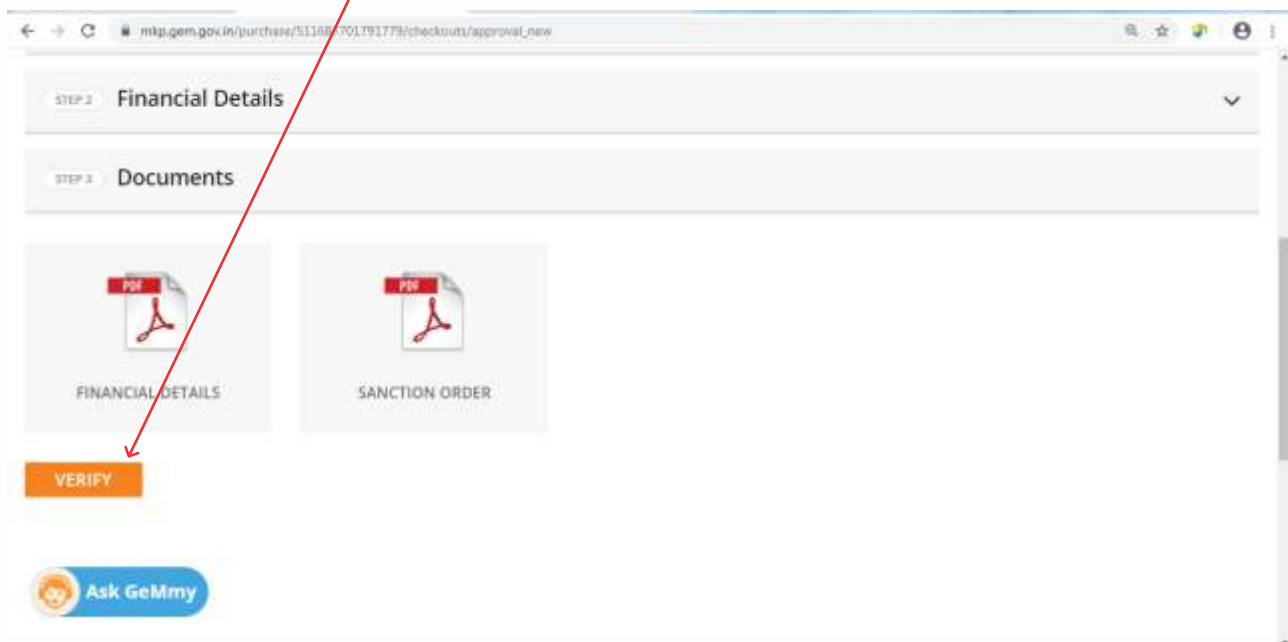
1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Ask GeMmy

Accept & Save

Step 17: Press "**VERIFY**" icon to place the order.



Step 18: Order will be placed by confirming the Aadhar OTP.

Step 19: Seller shall despatch the material and upload necessary details on GeM for generation of Online Invoice on GeM portal.

Step 20: SMS/Email alert will be received by buyer & PAO on submission of invoice.

Step 21: Consignee shall generate the Provisional Receipt Certificate (PRC) within 48 hours of receipt of material and after verification of material received, shall generate the Consignee's Receipt & Acceptance Certificate (CRAC) within 10 days of date of issue of PRC in GeM system.

38. L1 Purchase - Steps for Procurement of Items above Rs. 25,000/- and below Rs.5,00,000/-:-

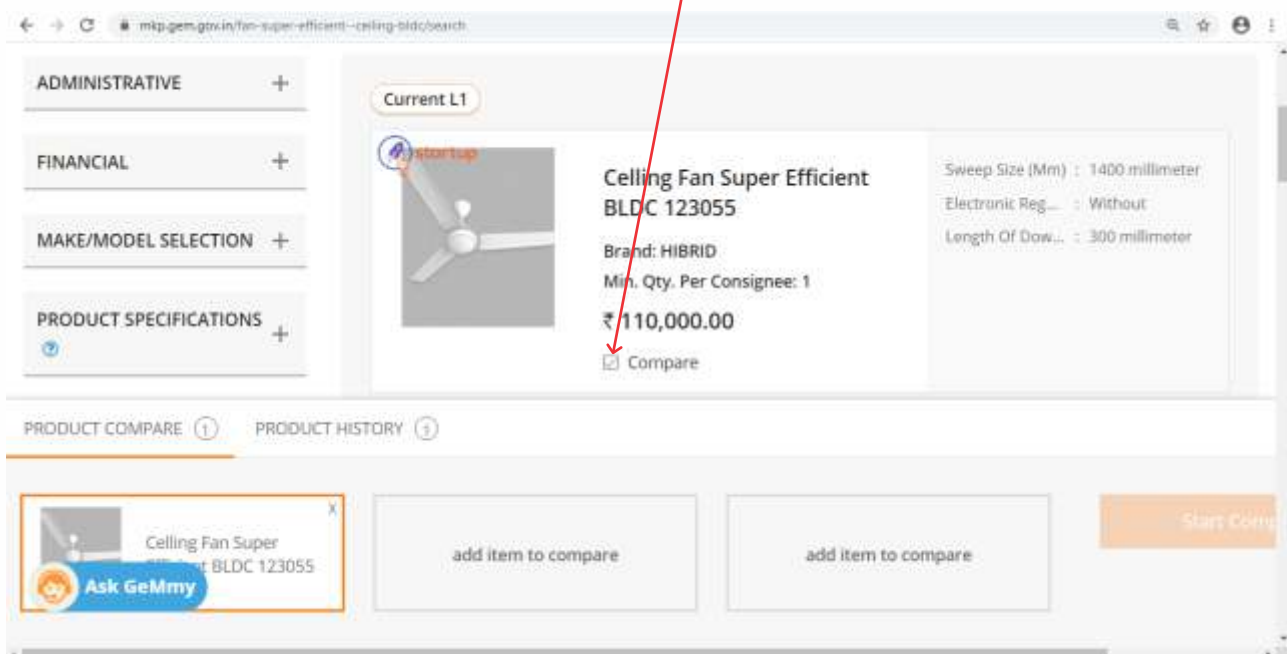
Step 1: Login as a buyer

Step 2: Go to the Market option

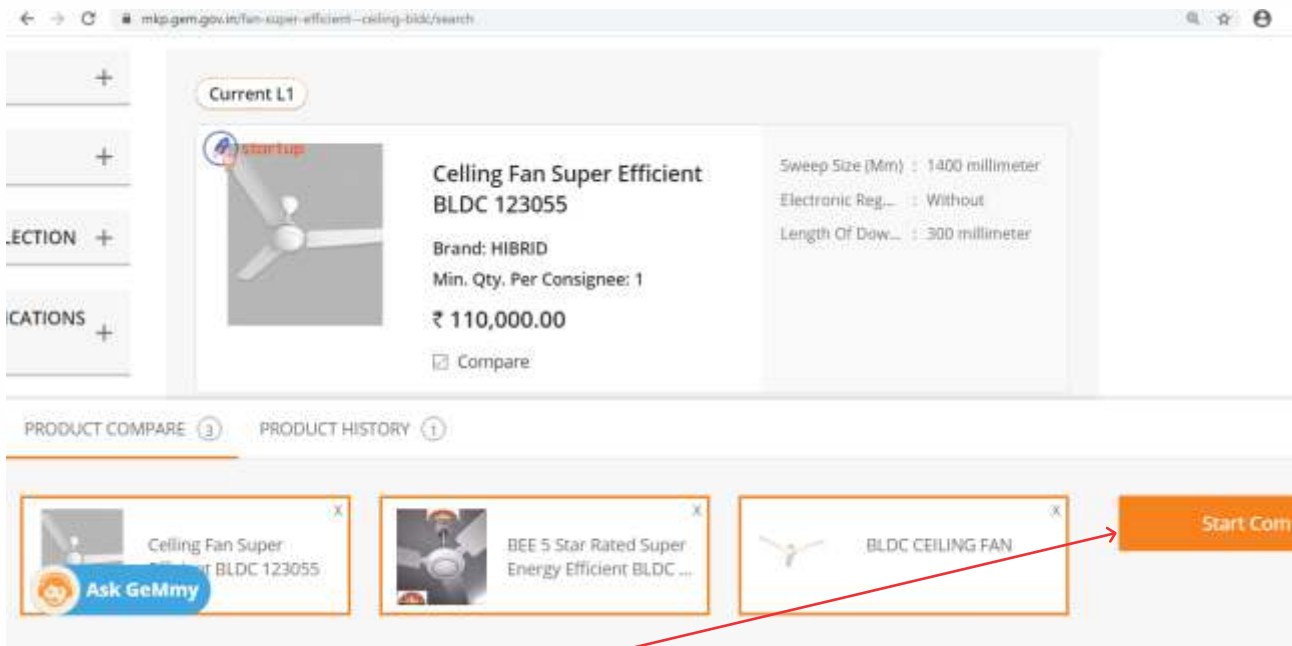
Step 3: Select the required product category

Step 4: Narrow down your selection by providing details of your requirement on three criteria i.e. Administrative Filter, Financial Filter and Product Specification Filter.

Step 5: Select the item and click the "**COMPARE**" icon .

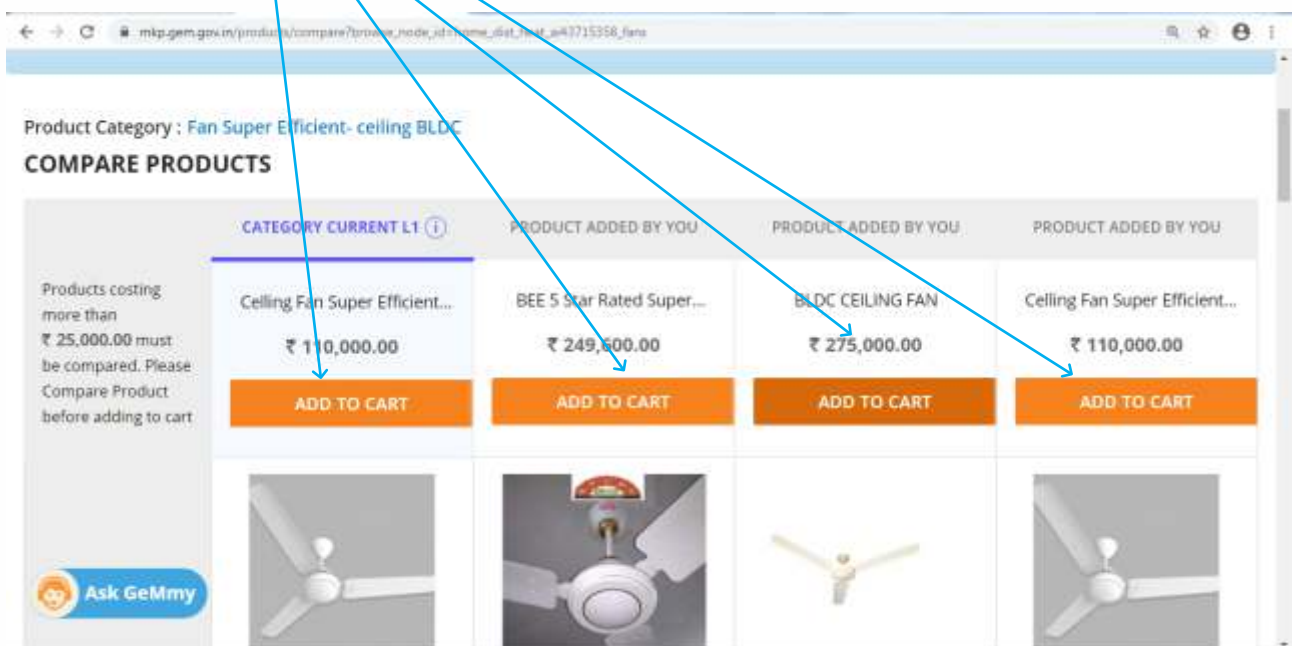


Step 6: Add 2 items/services to compare the product of same specifications in different manufacturer from the list and click compare icon.

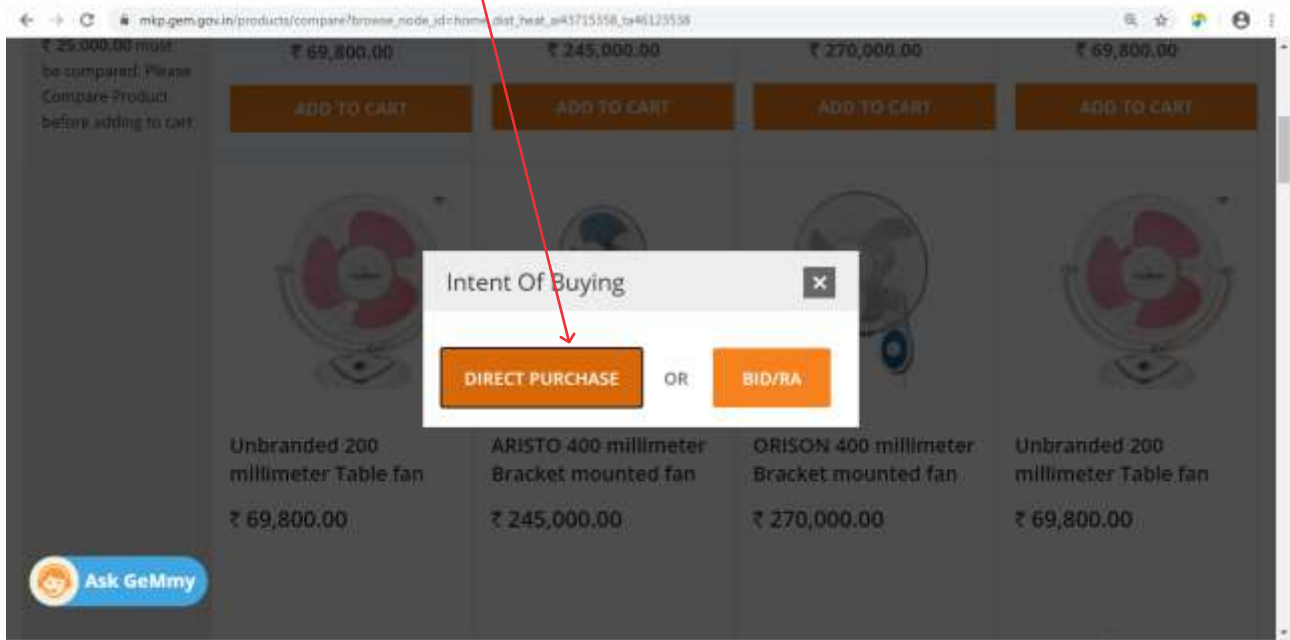


Step 7: Click "Start Comparison" icon.

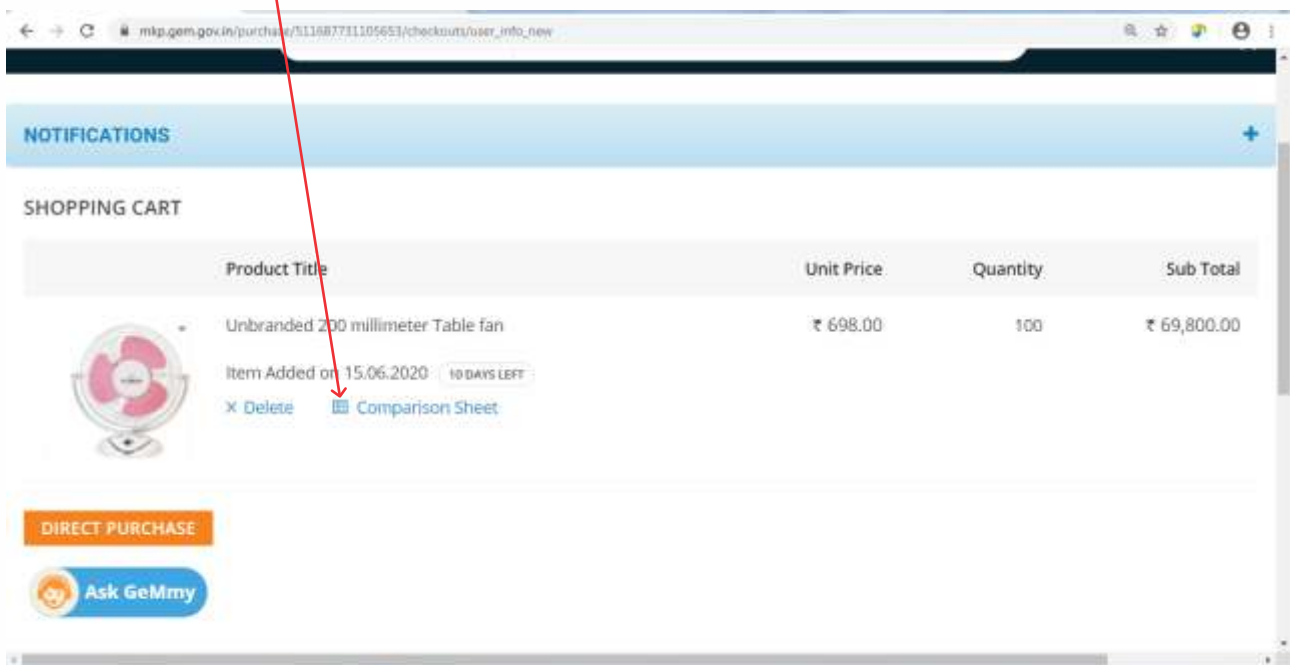
Step 8: Select L1 product among the compared products by clicking add to cart. In case if you don't want L1 product among the compared products, then you have to go for bidding process for any of the selected product from the compared products.



Step 9: Click "**DIRECT PURCHASE**" icon.



Step 10: Now click "**DIRECT PURCHASE**" icon once again and also you can view the comparison of the quotations of the three products by clicking the icon named "**Comparison Sheet**".



Step 11: Display of **COMPARE PRODUCTS** will be visible and same can be saved for record purpose.

Products costing more than ₹ 25,000.00 must be compared. Please Compare Product before adding to cart

	CATEGORY CURRENT L1	PRODUCT ADDED BY YOU	PRODUCT ADDED BY YOU	PRODUCT ADDED BY YOU
	Unbranded 200 millimeter...	ARISTO 400 millimeter...	ORISON 400 millimeter...	Unbranded 200 millimeter...
	₹ 698.00	₹ 2,450.00	₹ 2,700.00	₹ 698.00
Price	₹ 69,800.00	₹ 245,000.00	₹ 270,000.00	₹ 69,800.00
TYPE / SIZE / PERFORMANCE				
Type of Fan Motor	Capacitor Type	Capacitor Type	Capacitor Type	Capacitor Type
Maximum Input Power for Capacitor	61 for 400mm	61 for 400mm	61 for 400mm	61 for 400mm
Maximum Input Power for Motor	32 for 200 mm	73 for 400mm	73 for 400mm	32 for 200 mm

Ask GeMmy

Step 12: After clicking direct purchase icon, please click "**CONFIRM**" option to proceed with carted product.

Would you like to proceed with the carted Product(s)/Service(s) and selected specifications?

CONFIRM **CANCEL**

Product Title

Unbranded 200 millimeter Tab

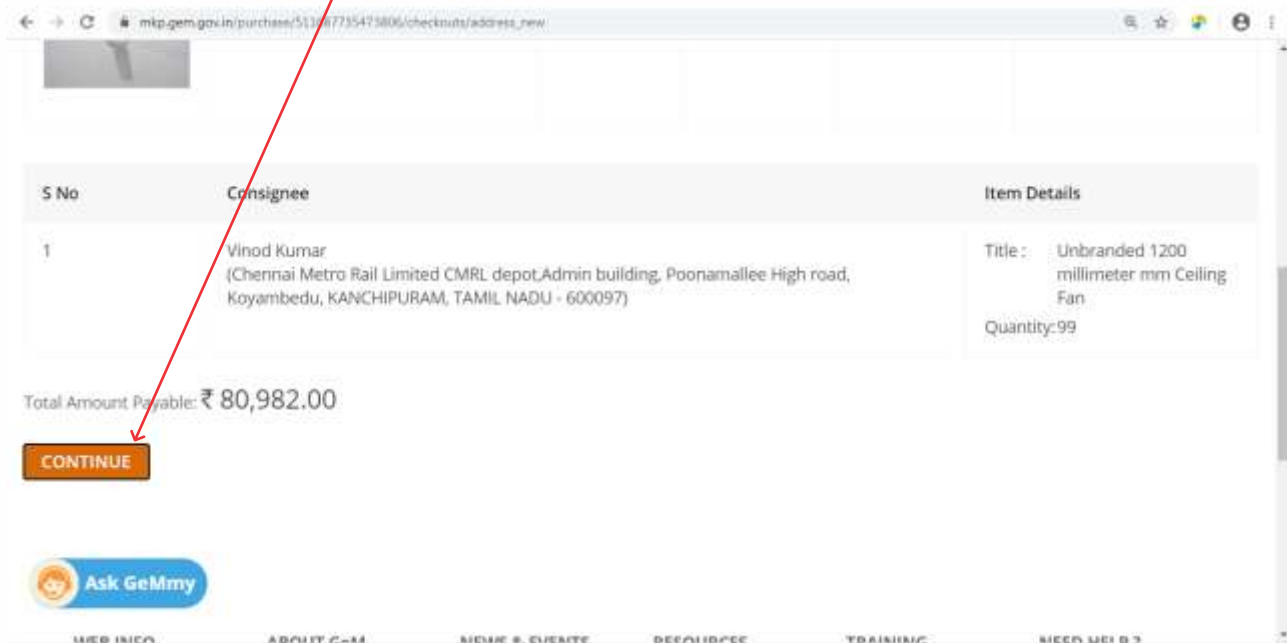
Item Added on: 15.06.2020

× Delete Comparison

DIRECT PURCHASE

Ask GeMmy

Step 13: Press "**CONTINUE**" icon



Address New

S No	Consignee	Item Details
1	Vinod Kumar (Chennai Metro Rail Limited CMRL depot, Admin building, Poonamallee High road, Koyambedu, KANCHIPURAM, TAMIL NADU - 600097)	Title : Unbranded 1200 millimeter mm Ceiling Fan Quantity: 99

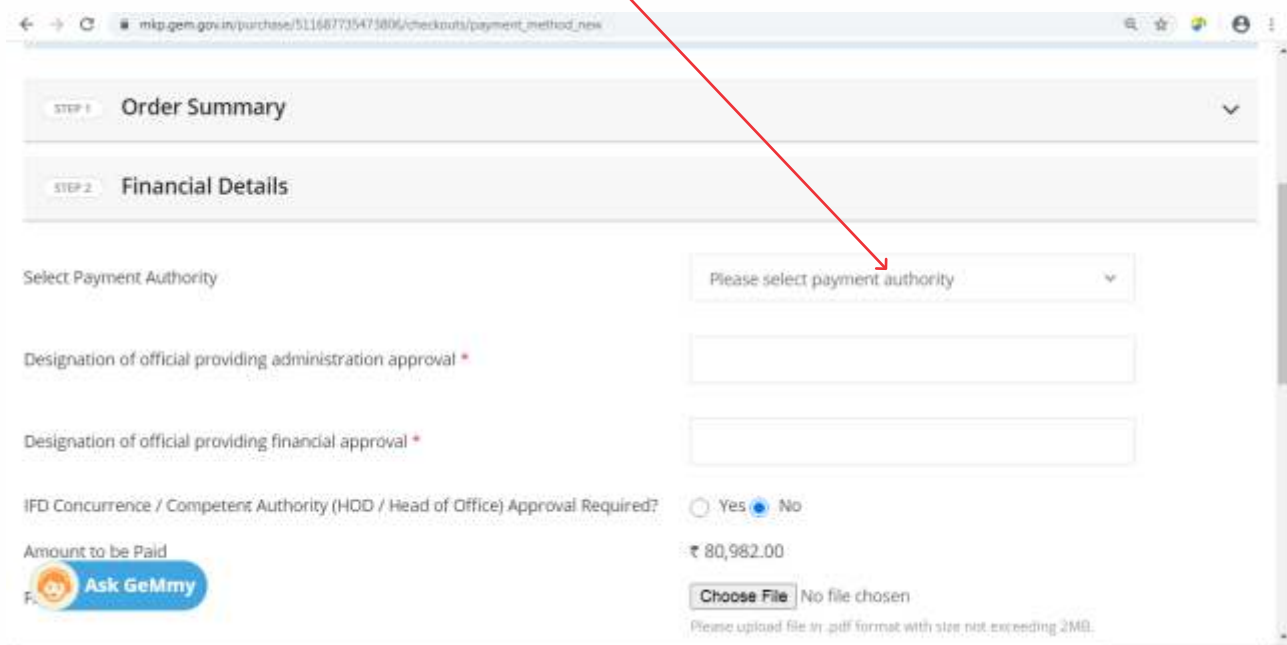
Total Amount Payable: ₹ 80,982.00

CONTINUE

Ask GeMmy

WEB INFO ABOUT C-M NEW & EVENTS BENEFITEE TRAINING RECENT UPDATES

Step 14: Select the **payment authority** by clicking the option button and also furnish the designation of official providing administrative and financial approval.



Payment Method New

STEP 1 Order Summary

STEP 2 Financial Details

Select Payment Authority: Please select payment authority

Designation of official providing administration approval *

Designation of official providing financial approval *

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? ☐ Yes ☒ No

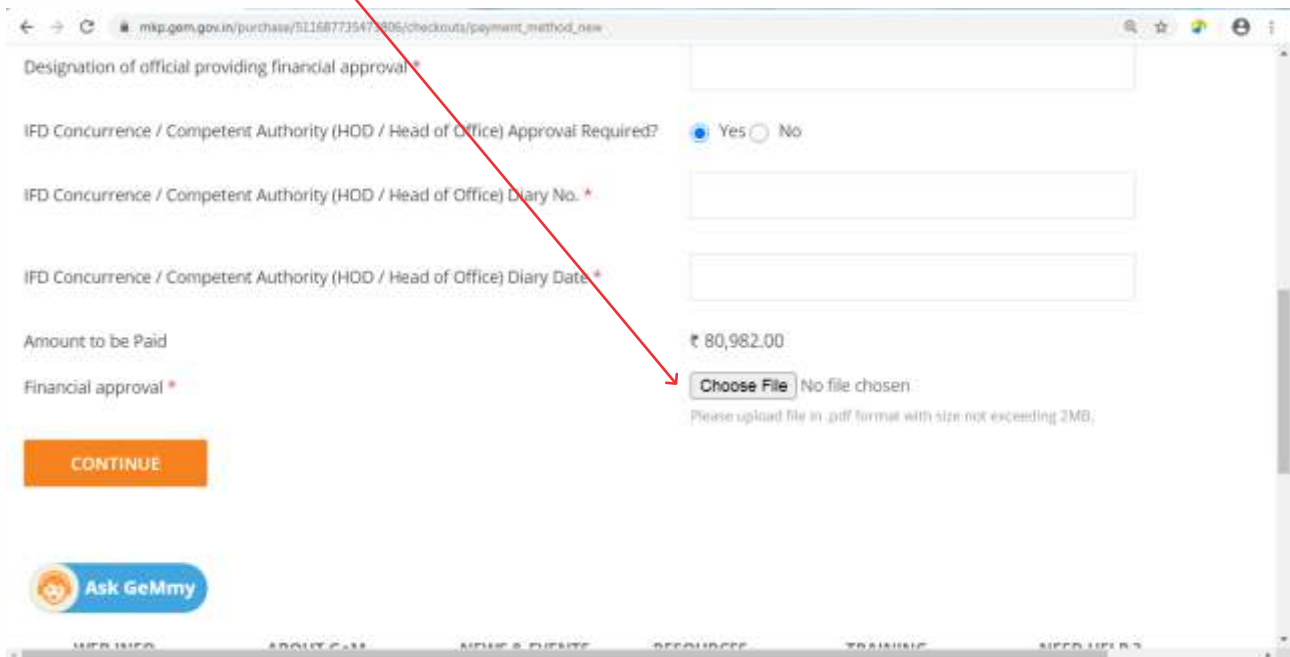
Amount to be Paid: ₹ 80,982.00

Choose File No file chosen

Please upload file in .pdf format with size not exceeding 2MB.

Ask GeMmy

Step15: If budget concurrence is required, then approval of Competent Authority note reference to be furnished and upload the financial approval file by selecting "Choose File".



Designation of official providing financial approval *


IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? ☒ Yes ☐ No

IFD Concurrence / Competent Authority (HOD / Head of Office) Diary No. *

IFD Concurrence / Competent Authority (HOD / Head of Office) Diary Date *

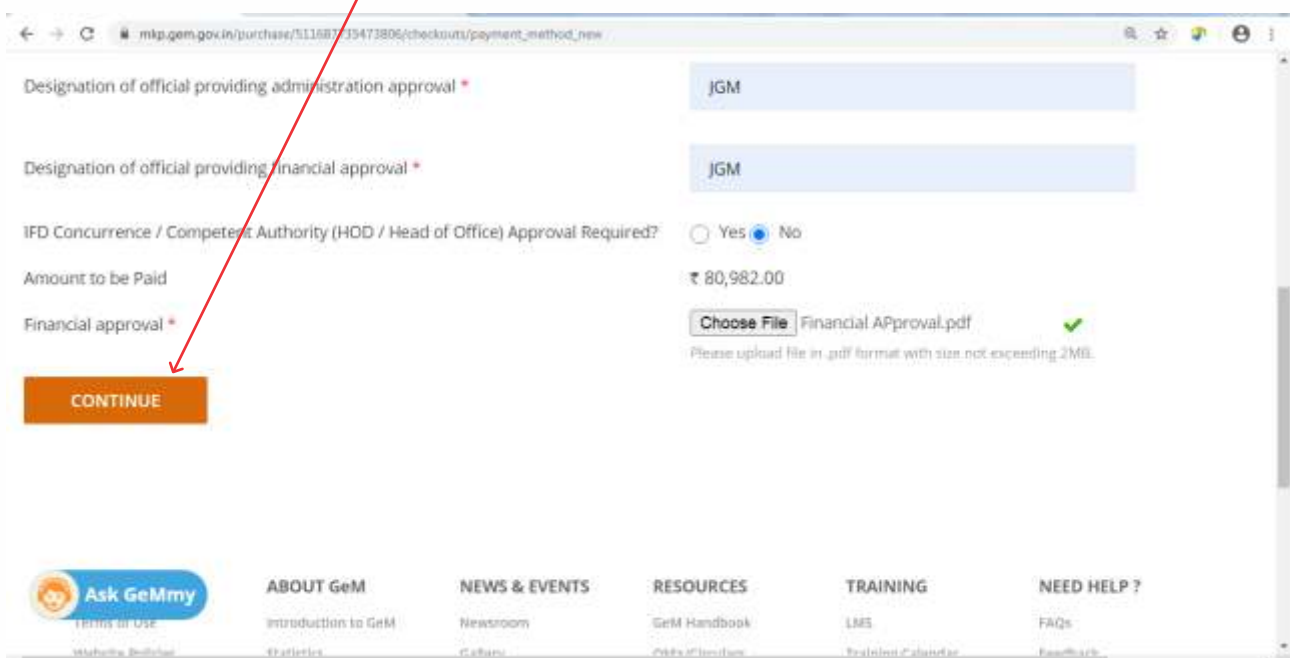
Amount to be Paid ₹ 80,982.00

Financial approval * No file chosen
Please upload file in .pdf format with size not exceeding 2MB.

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ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

Step16: Press "CONTINUE" icon.





Designation of official providing administration approval * JGM

Designation of official providing financial approval * JGM

IFD Concurrence / Competent Authority (HOD / Head of Office) Approval Required? ☐ Yes ☒ No

Amount to be Paid ₹ 80,982.00

Financial approval * Financial Approval.pdf 
Please upload file in .pdf format with size not exceeding 2MB.

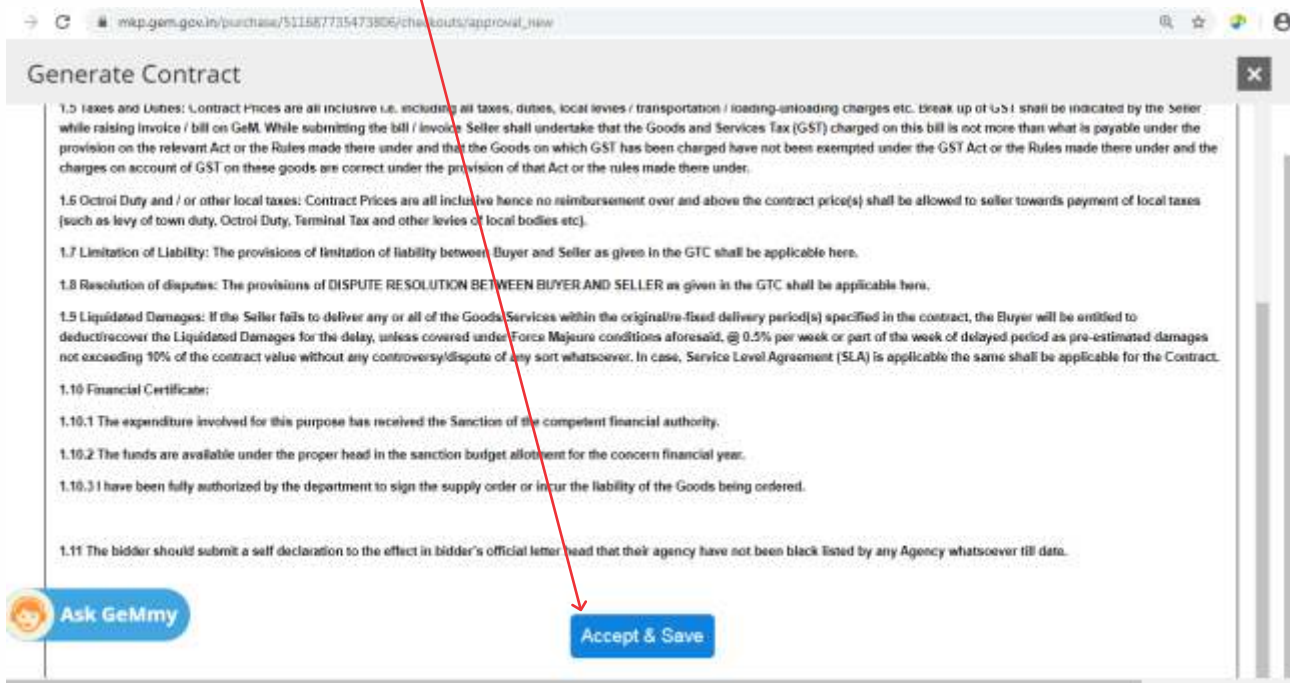
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ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

Introduction to GeM Newroom GeM Handbook LMS FAQs

EP policies IT plans eBidding Information Registered / Logged in Profile

Step17: Click "**Accept & Save**" button to Generate Contract.



Generate Contract

1.5 Taxes and Duties: Contract Prices are all inclusive i.e., including all taxes, duties, local levies / transportation / loading-unloading charges etc. Break up of GST shall be indicated by the Seller while raising invoice / bill on GeM. While submitting the bill / invoice Seller shall undertake that the Goods and Services Tax (GST) charged on this bill is not more than what is payable under the provision on the relevant Act or the Rules made there under and that the Goods on which GST has been charged have not been exempted under the GST Act or the Rules made there under and the charges on account of GST on these goods are correct under the provision of that Act or the rules made there under.

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1.8 Resolution of disputes: The provisions of DISPUTE RESOLUTION BETWEEN BUYER AND SELLER as given in the GTC shall be applicable here.

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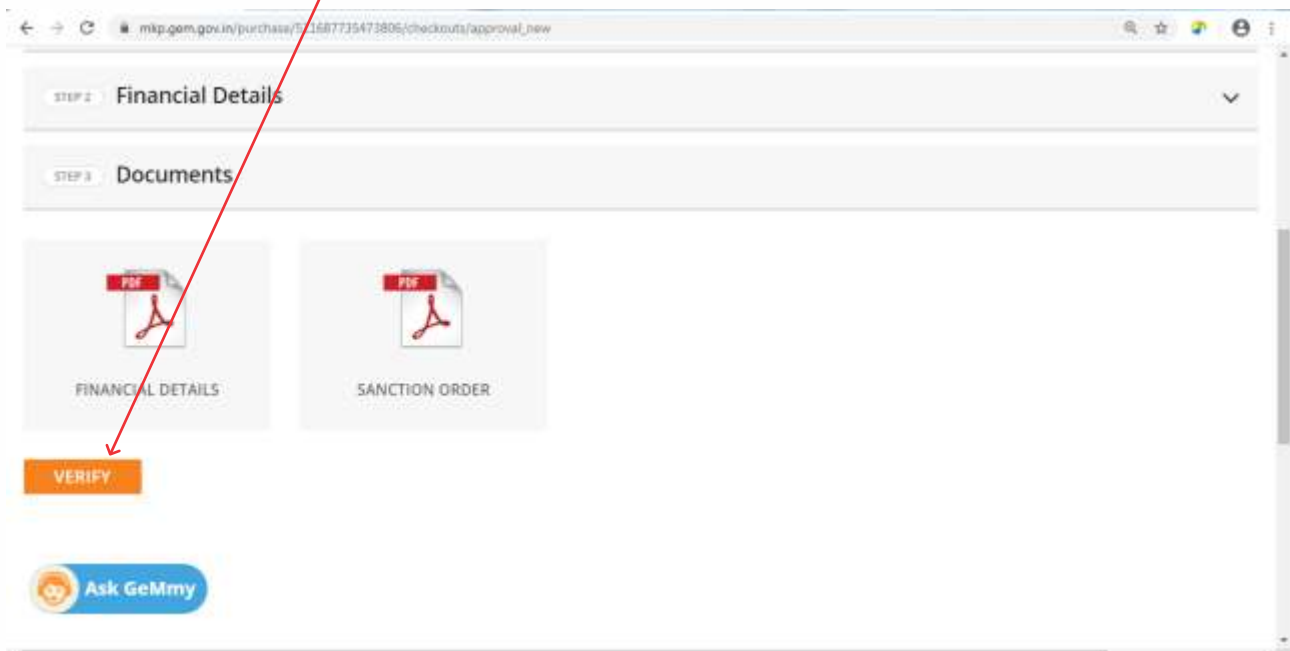
1.10.3 I have been fully authorized by the department to sign the supply order or incur the liability of the Goods being ordered.

1.11 The bidder should submit a self declaration to the effect in bidder's official letter head that their agency have not been black listed by any Agency whatsoever till date.

Ask GeMmy

Accept & Save

Step18: Click "**VERIFY**" icon.



STEP 2 Financial Details

STEP 3 Documents

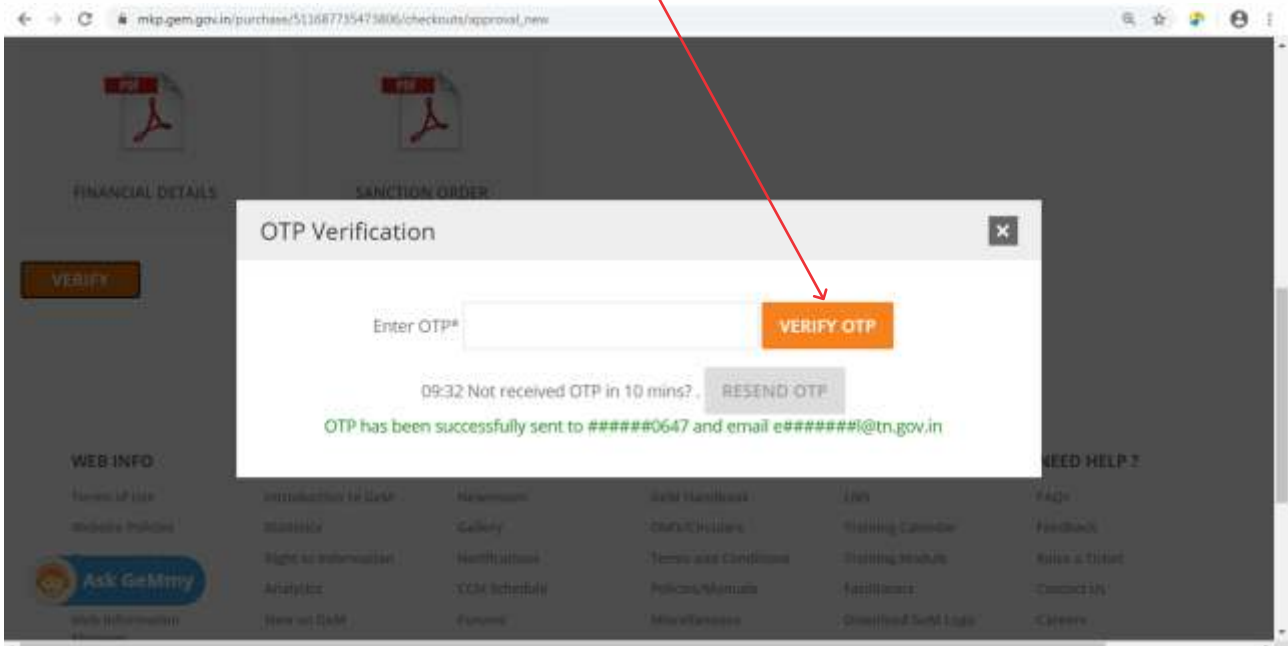
PDF FINANCIAL DETAILS

PDF SANCTION ORDER

VERIFY

Ask GeMmy

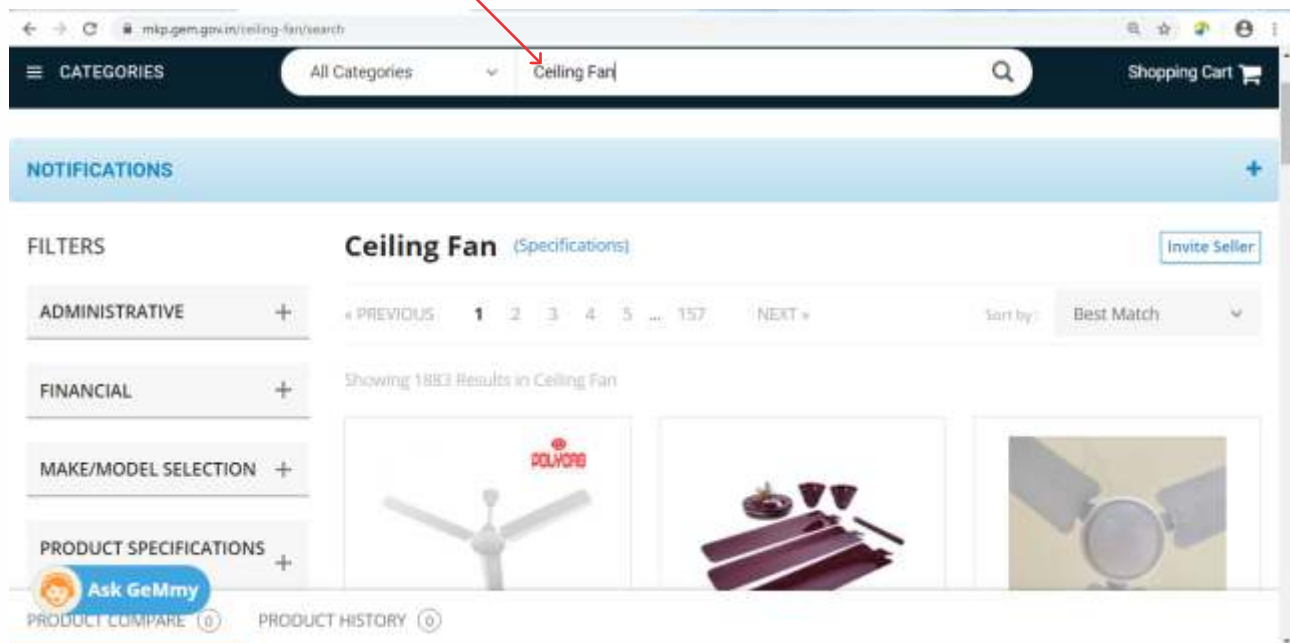
Step 19: Furnish and Verify the **Aadhar OTP** received by SMS in your mobile.



Step 20: Your order has been placed information will be generated.

39. Bidding Process - Steps for Procurement above Rs. 5,00,000/-

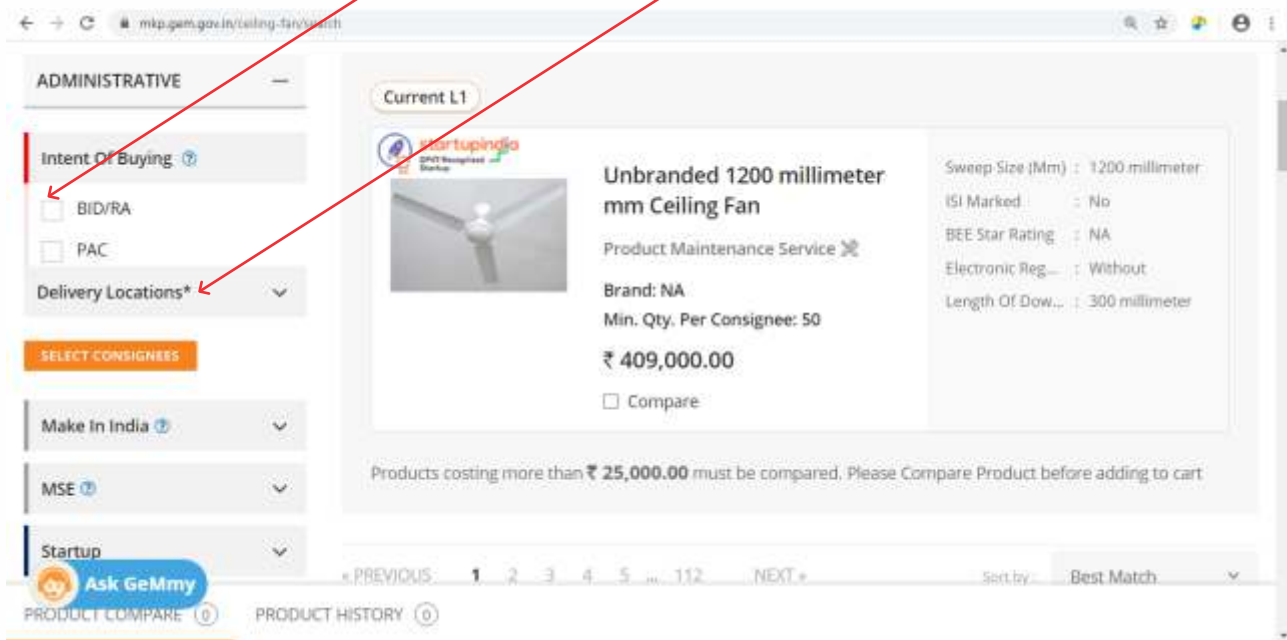
- Step 1:** Login as a buyer.
- Step 2:** Type the required product category in the search menu.
- Step 3:** The searched product appears on the screen.



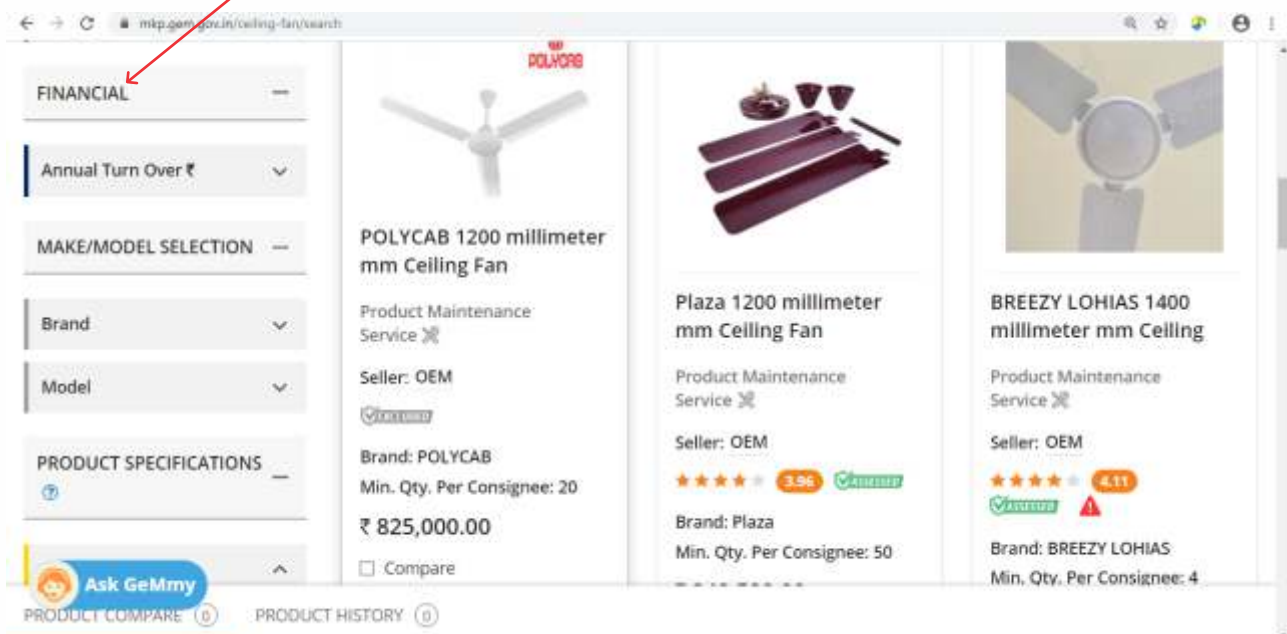
- Step 4:** Furnish the details in the Three filters namely as follows;
- Administrative Filter.
 - Financial Filter.
 - Product Specification.



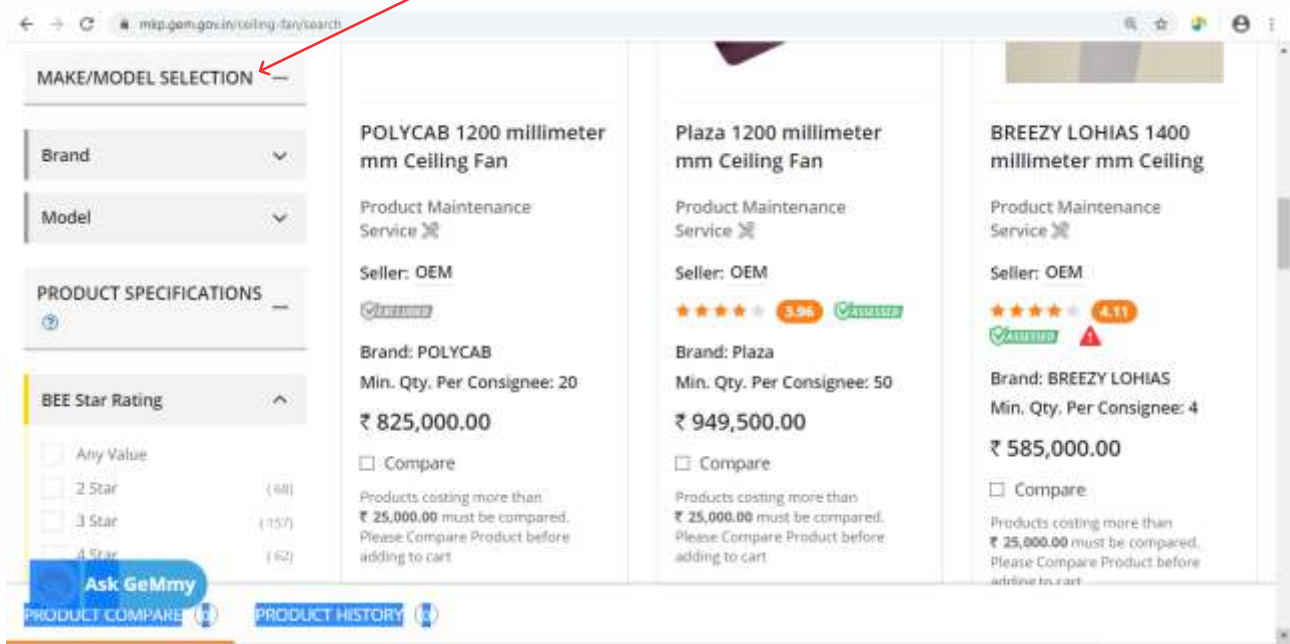
Step5: Select Option "**BID/RA**" and "**Delivery Locations**" by clicking Select Consignee icon under administrative filter.



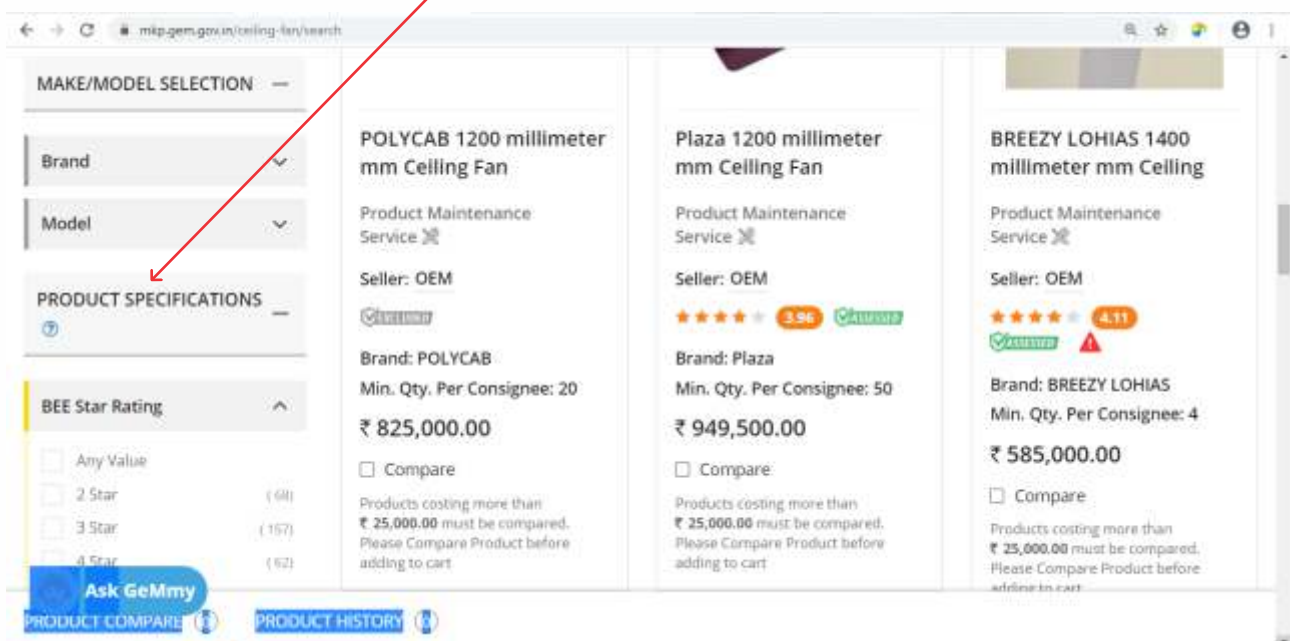
Step6: May furnish financial details of firm required for procurement of items under "**FINANCIAL**" Filter, if needed.



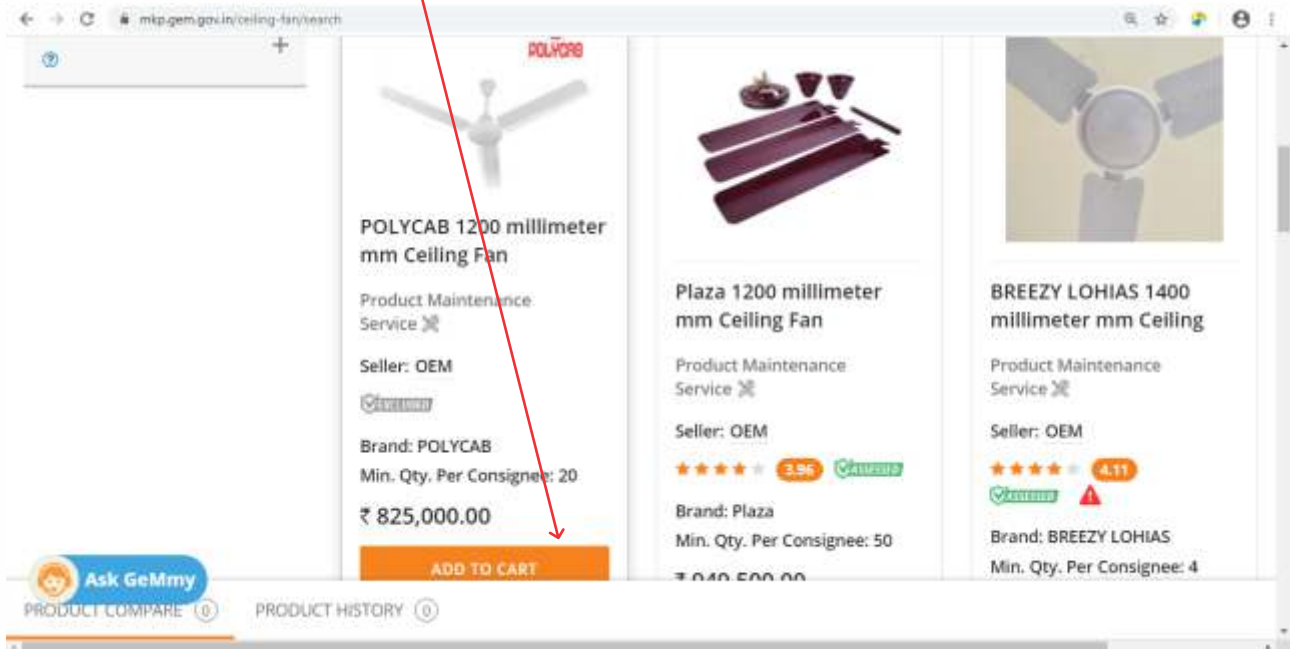
Step 7: In case PAC option selected then the Specific brand name and model to be specified under "**MAKE/MODEL SELECTION**" Icon.



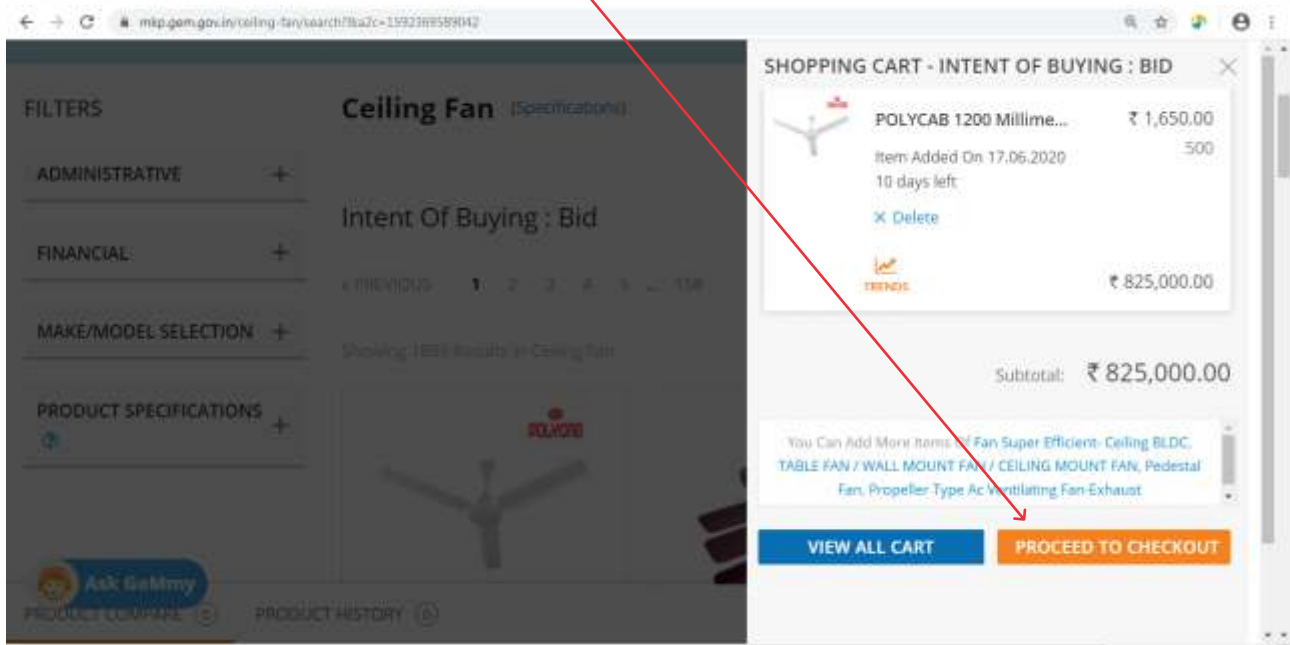
Step 8: Furnish the Technical Specification of the Product required by clicking the icon named "**PRODUCT SPECIFICATIONS**".



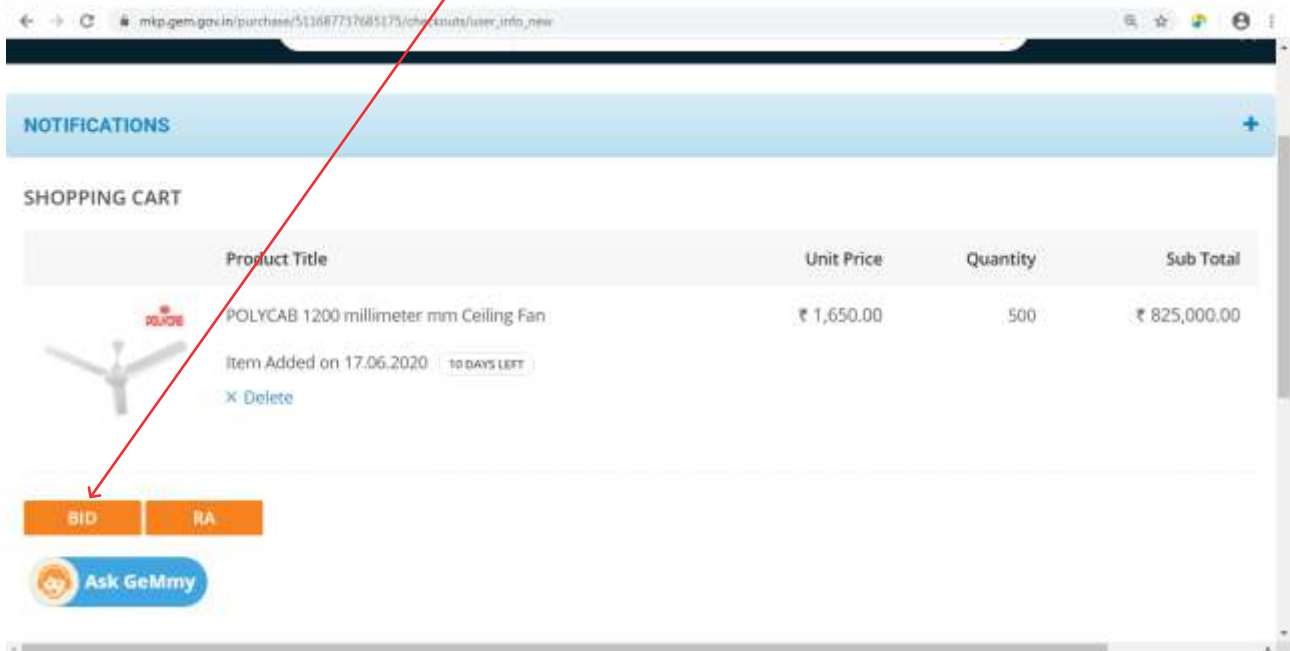
Step 9: Click "**ADD TO CART**" Icon.



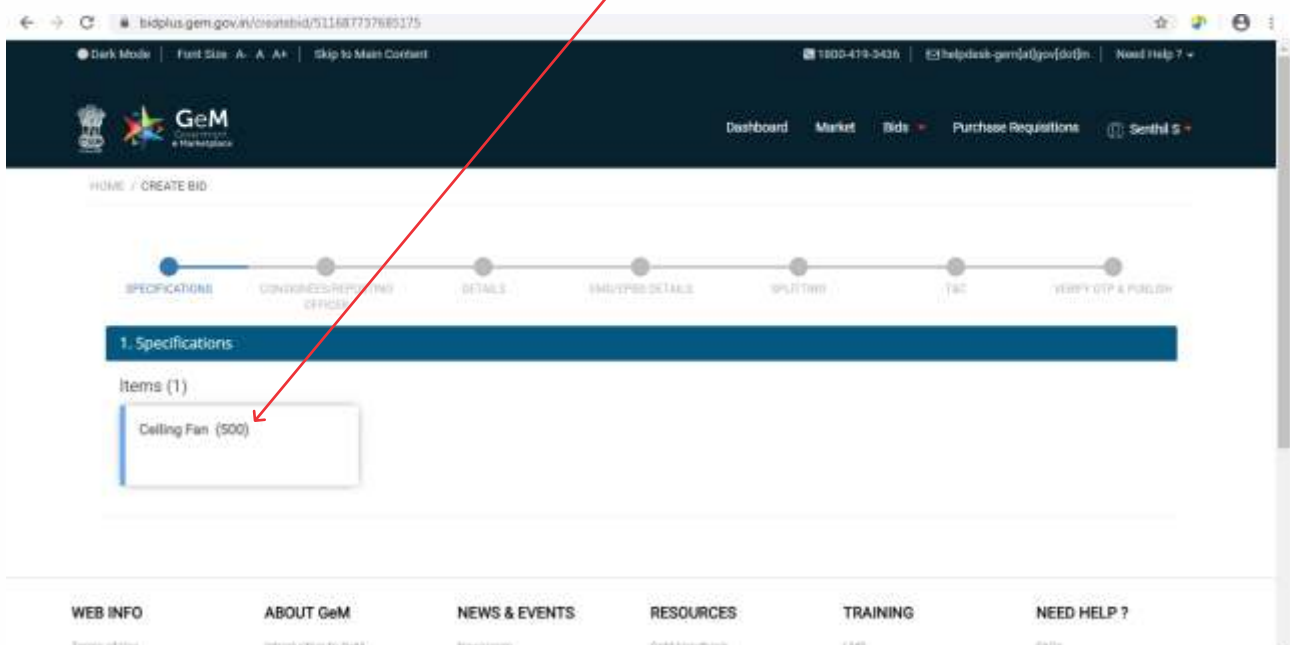
Step 10: Click "**PROCEED TO CHECKOUT**" icon.



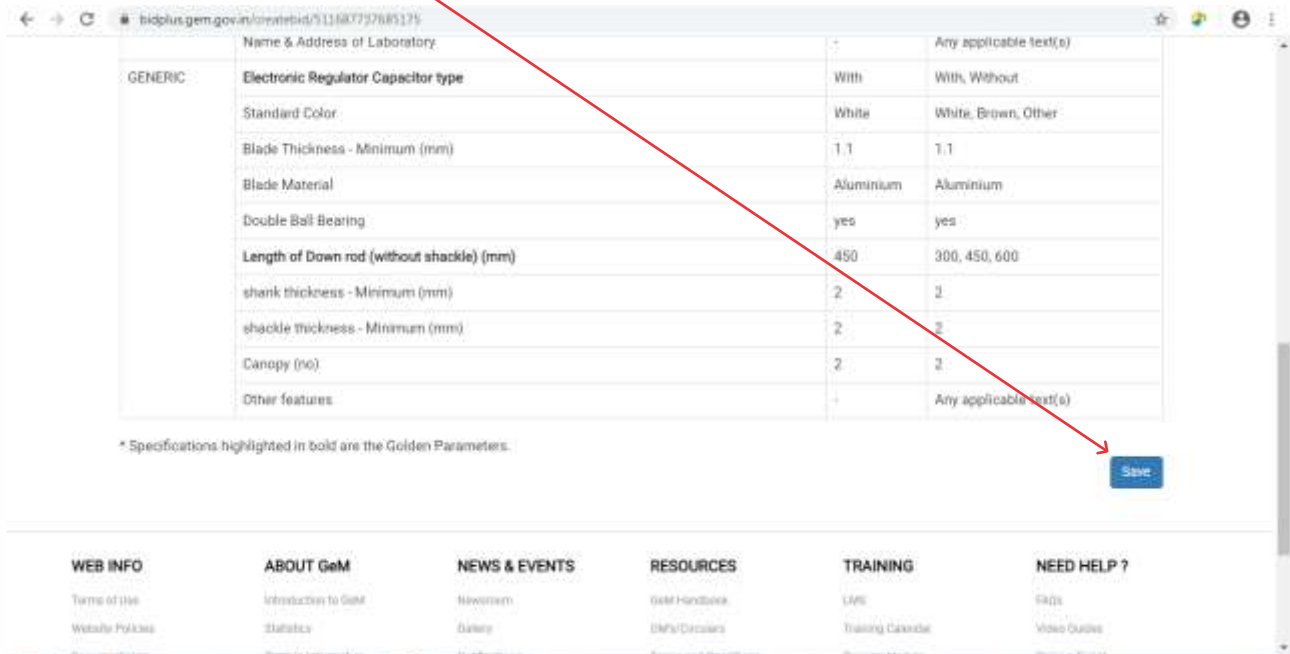
Step 11: Click Icon Named "**BID**".



Step 12: Creation of BID by clicking the **Product** icon.



Step13: Click "**Save**" icon.



bidplus.gem.gov.in/createbid/511687737685175

Name & Address of Laboratory		Any applicable text(s)	
GENERIC	Electronic Regulator Capacitor type	With	With, Without
	Standard Color	White	White, Brown, Other
	Blade Thickness - Minimum (mm)	1.1	1.1
	Blade Material	Aluminium	Aluminium
	Double Ball Bearing	yes	yes
	Length of Down rod (without shackle) (mm)	450	300, 450, 600
	shank thickness - Minimum (mm)	2	2
	shackle thickness - Minimum (mm)	2	2
	Canopy (no)	2	2
	Other features	Any applicable text(s)	

* Specifications highlighted in bold are the Golden Parameters.

Save

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 Terms of Use
 Website Policies

ABOUT GeM
 Introduction to GeM
 Statistics

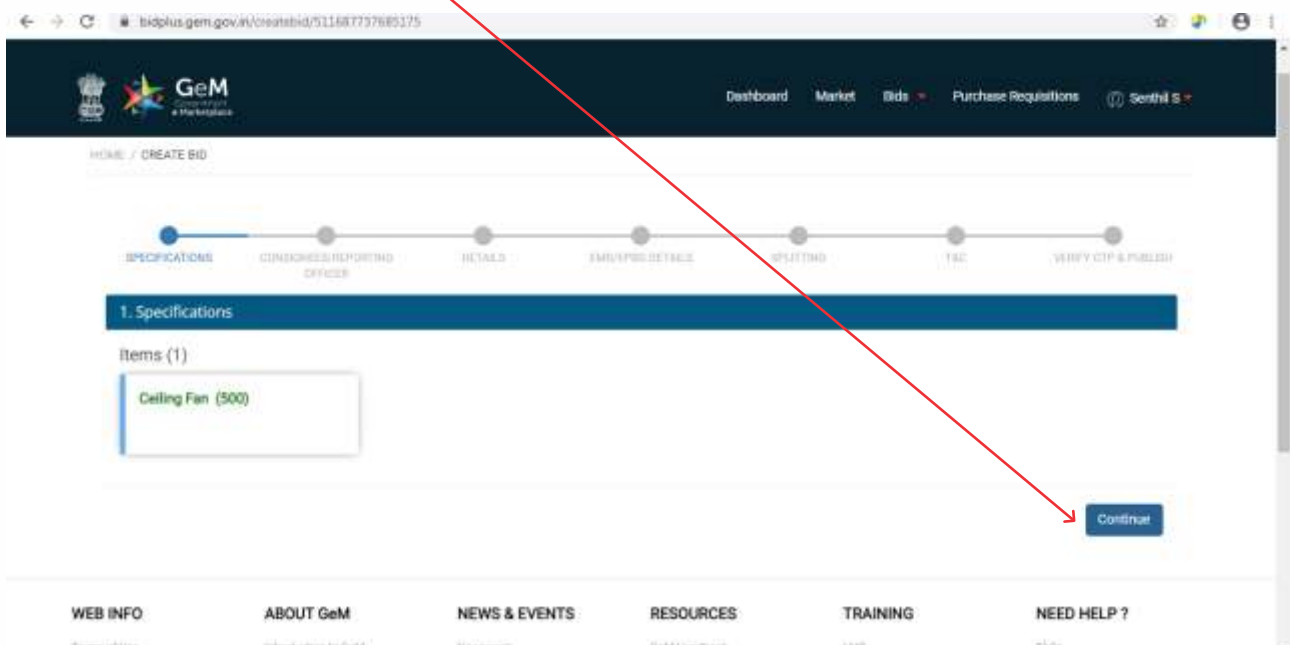
NEWS & EVENTS
 Newsmen
 Gallery

RESOURCES
 GeM Handbook
 DNs/Circulars

TRAINING
 LMS
 Training Calendar

NEED HELP ?
 FAQs
 Video Guides

Step14: Select "**CONTINUE**" Button.



bidplus.gem.gov.in/createbid/511687737685175

Dashboard Market Bids Purchase Regulations Search S

HOME / CREATE BID

SPECIFICATIONS
 CONSIDERED REPORTING OFFICER
 DETAILS
 EMPLOYER DETAILS
 SPLITTING
 TAG
 VERIFY CTP & PUBLISH

1. Specifications

Items (1)

Ceiling Fan (500)

Continue

WEB INFO
 Terms of Use

ABOUT GeM
 Introduction to GeM

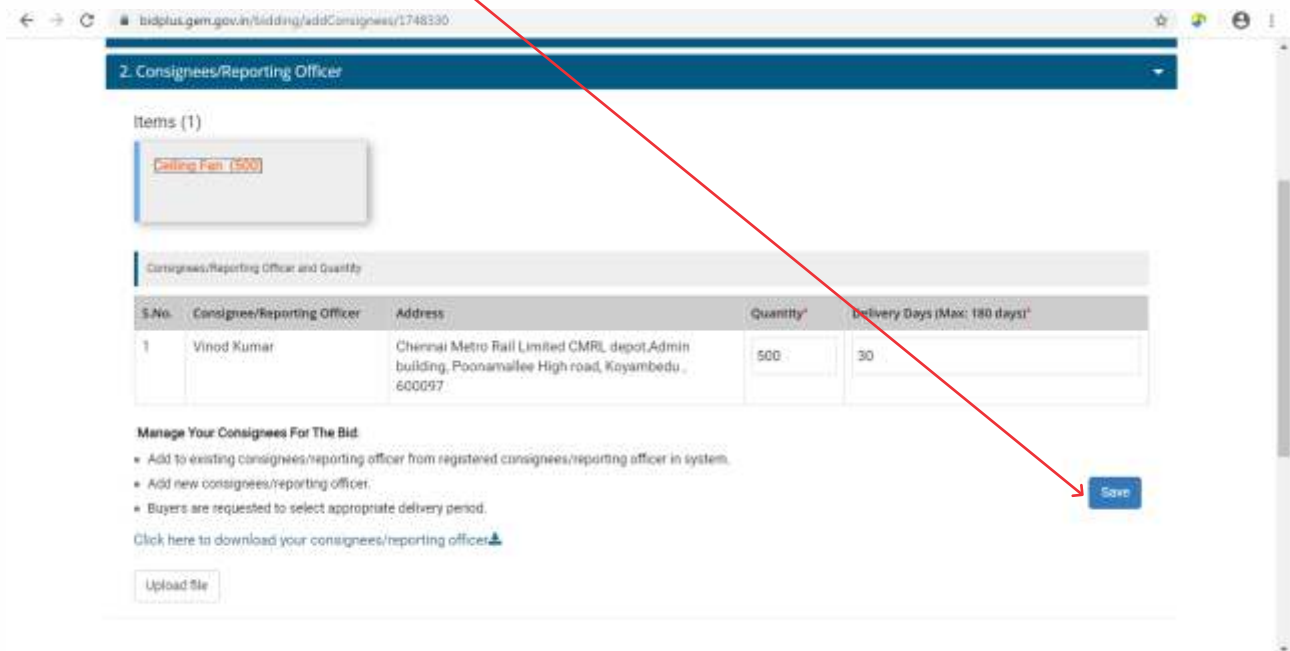
NEWS & EVENTS
 Newsmen

RESOURCES
 GeM Handbook

TRAINING
 LMS

NEED HELP ?
 FAQs

Step15: Click the "**Save**" icon under Consignee/Reporting Officer Option.



2. Consignees/Reporting Officer

Items (1)

Ceiling Fan (500)

Consignee/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity*	Delivery Days (Max: 180 days)*
1	Vinod Kumar	Chennai Metro Rail Limited CMRL depot, Admin building, Poonamallee High road, Koyambedu - 600097	500	30

Manage Your Consignees For The Bid.

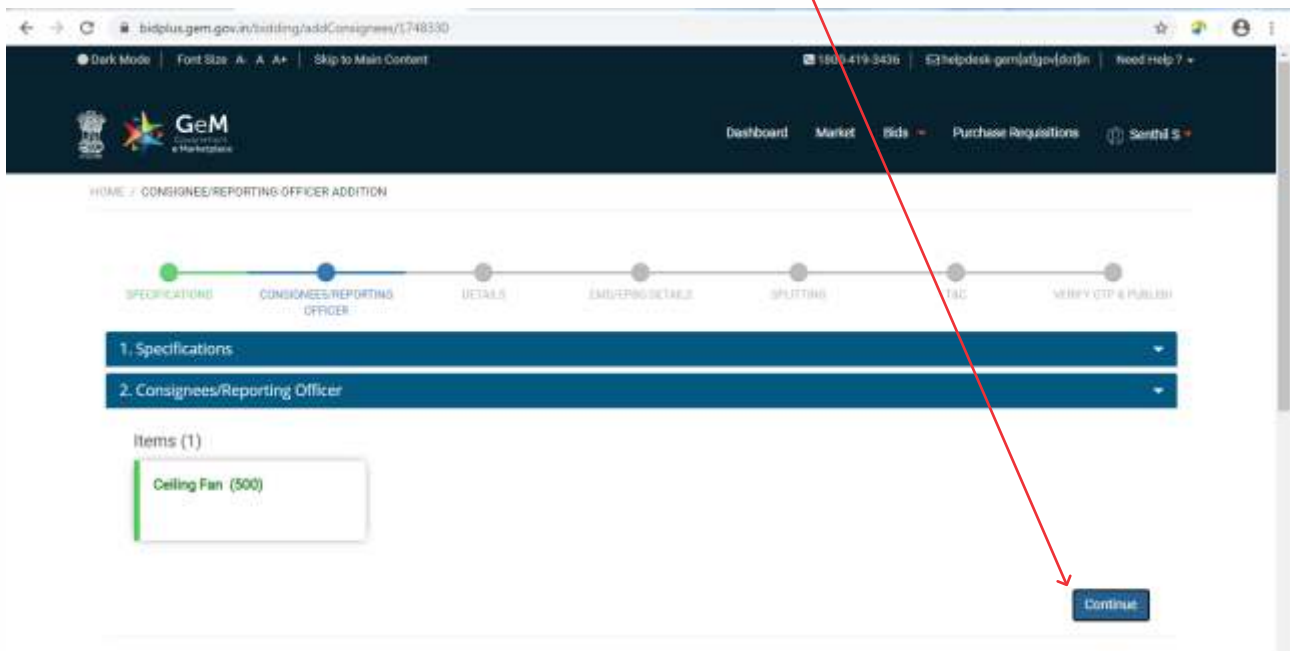
- Add to existing consignees/reporting officer from registered consignees/reporting officer in system.
- Add new consignees/reporting officer.
- Buyers are requested to select appropriate delivery period.

Click here to download your consignees/reporting officers.

Upload file

Save

Step16: Select the product name and Click "**Continue**" icon.



1. Specifications

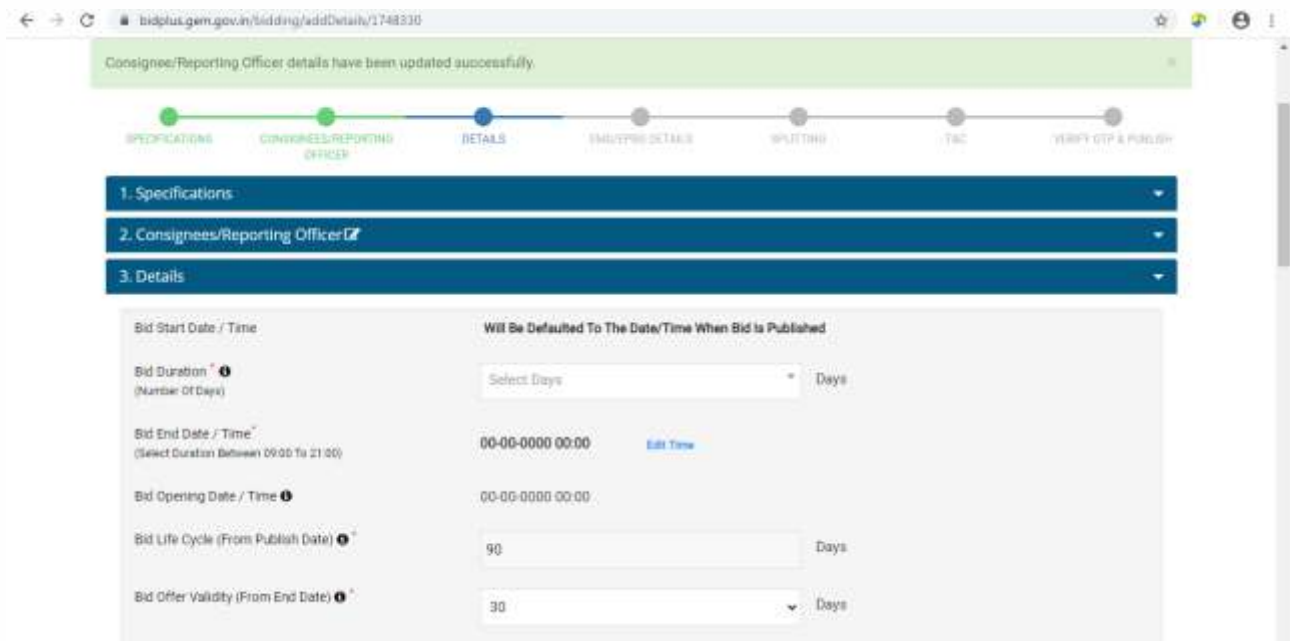
2. Consignees/Reporting Officer

Items (1)

Ceiling Fan (500)

Continue

Step17: Furnish the **BID** details.



Consignee/Reporting Officer details have been updated successfully.

1. Specifications

2. Consignees/Reporting Officer

3. Details

Bid Start Date / Time

Bid Duration [ⓘ]
(Number Of Days)

Bid End Date / Time [ⓘ]
(Select Duration Between 09:00 To 21:00)

Bid Opening Date / Time [ⓘ]

Bid Life Cycle (From Publish Date) [ⓘ]

Bid Offer Validity (From End Date) [ⓘ]

Will Be Defaulted To The Date/Time When Bid Is Published

Select Days Days

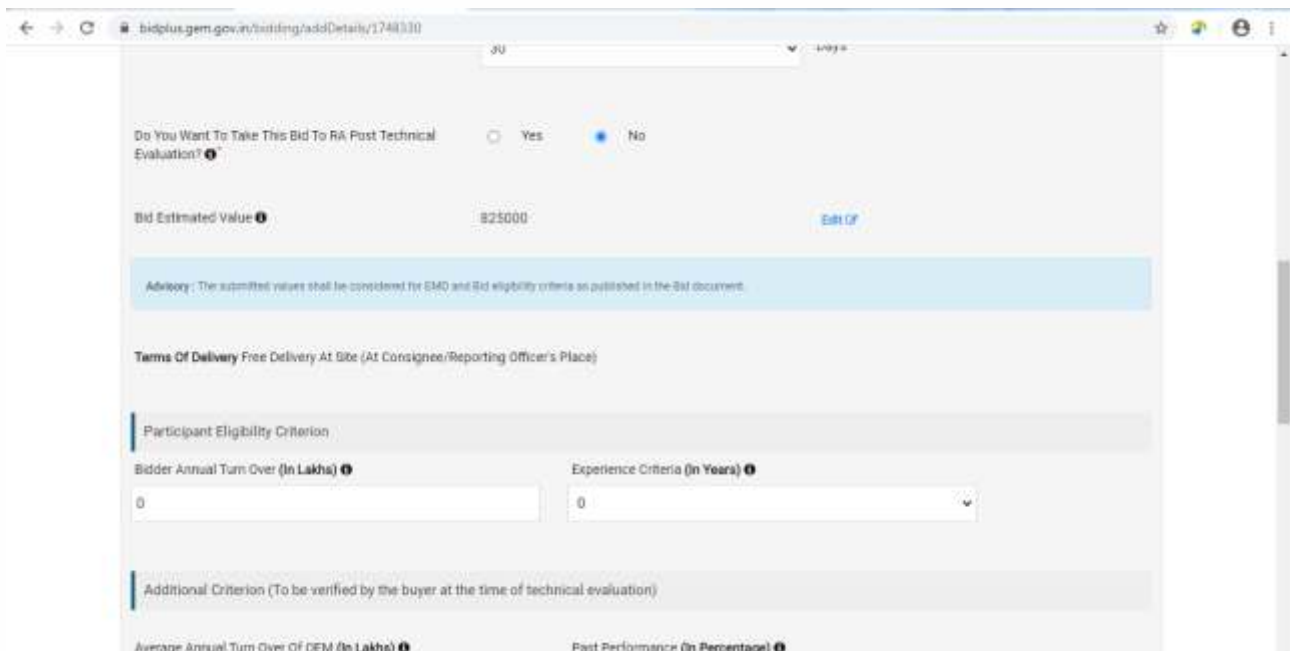
00-00-0000 00:00 Edit Time

00-00-0000 00:00

90 Days

30 Days

Step18: Option is available for selection of Reverse Auction mode, if required.



Do You Want To Take This Bid To RA Post Technical Evaluation? [ⓘ]

☐ Yes ☒ No

Bid Estimated Value [ⓘ]

825000 Edit CP

Advisory: The submitted values shall be considered for EMD and Bid eligibility criteria as published in the Bid document.

Terms Of Delivery Free Delivery At Site (At Consignee/Reporting Officer's Place)

Participant Eligibility Criterion

Bidder Annual Turn Over (In Lakhs) [ⓘ]

0

Experience Criteria (In Years) [ⓘ]

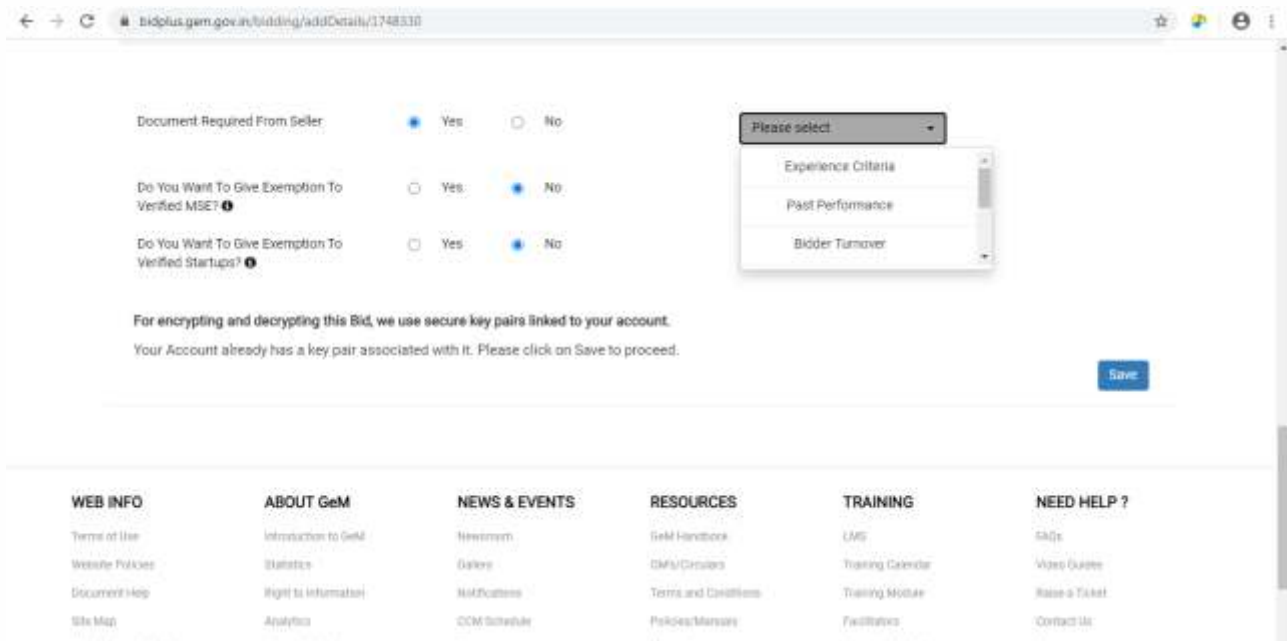
0

Additional Criterion (To be verified by the buyer at the time of technical evaluation)

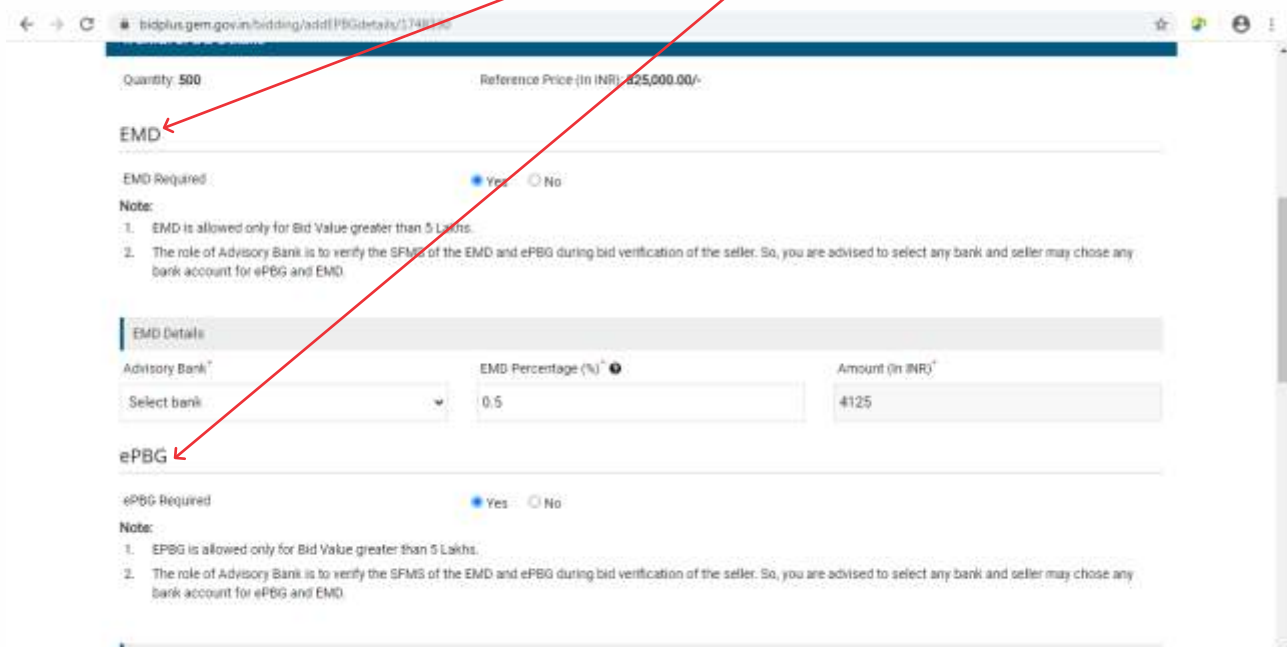
Average Annual Turn Over Of OEM (In Lakhs) [ⓘ]

Past Performance (In Percentage) [ⓘ]

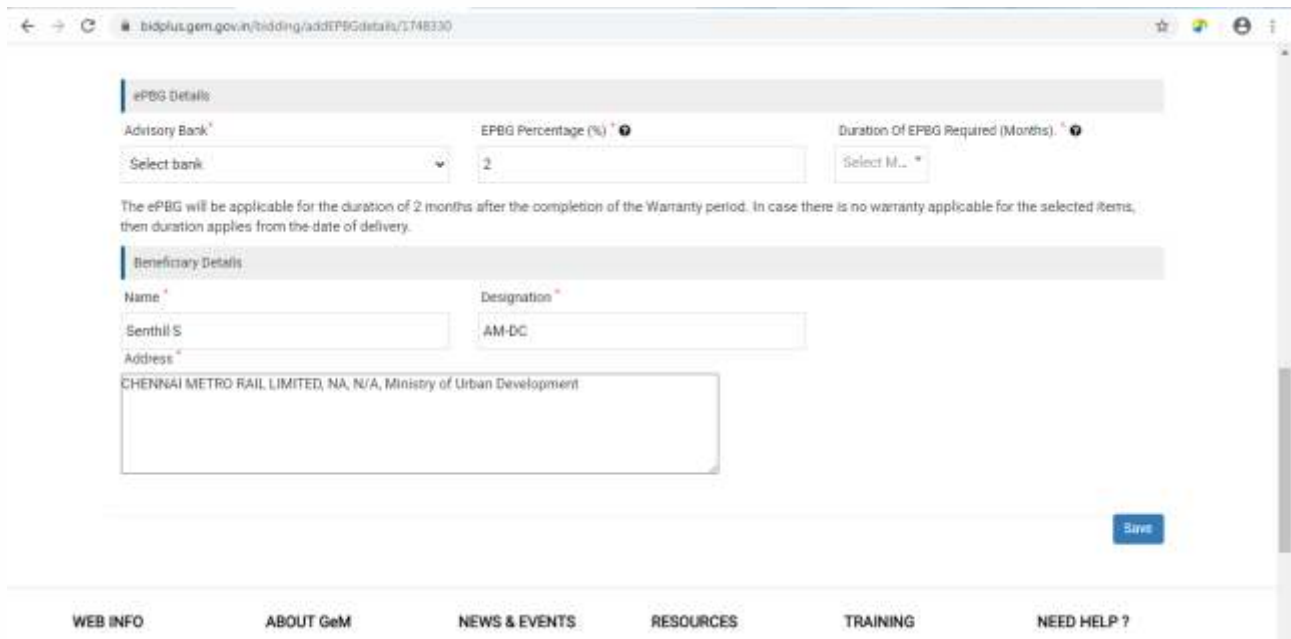
Step19: Choose the option mentioned below and furnish the details accordingly.



Step20: Choose the option for furnishing "EMD/ePBG" and accordingly furnish the details.



Step 21: Provide the Bank details for **EMD/ePBG** and Click Save.



bidplus.gem.gov.in/bidding/addEPBGdetails/1748330

ePBG Details

Advisory Bank* EPBG Percentage (%) * ? Duration Of EPBG Required (Months). * ?

Select bank 2 Select M... *

The ePBG will be applicable for the duration of 2 months after the completion of the Warranty period. In case there is no warranty applicable for the selected items, then duration applies from the date of delivery.

Beneficiary Details

Name * Designation *

Senthil S AM-DC

Address *

CHENNAI METRO RAIL LIMITED, NA, N/A, Ministry of Urban Development

Save

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Step 22: If you want to split the items to various bidders choose the option accordingly or specify "**NO**".



bidplus.gem.gov.in/bidding/bid_split/1748330

Your EMD/ePBG details have been saved successfully

SPECIFICATIONS CONSIGNEES/REPORTING OFFICER DETAILS EMD/EPBG DETAILS SPLITTING T&C VERIFY OTP & PUBLISH

1. Specifications

2. Consignees/Reporting Officer

3. Details

4. EMD/ePBG Details

5. Splitting

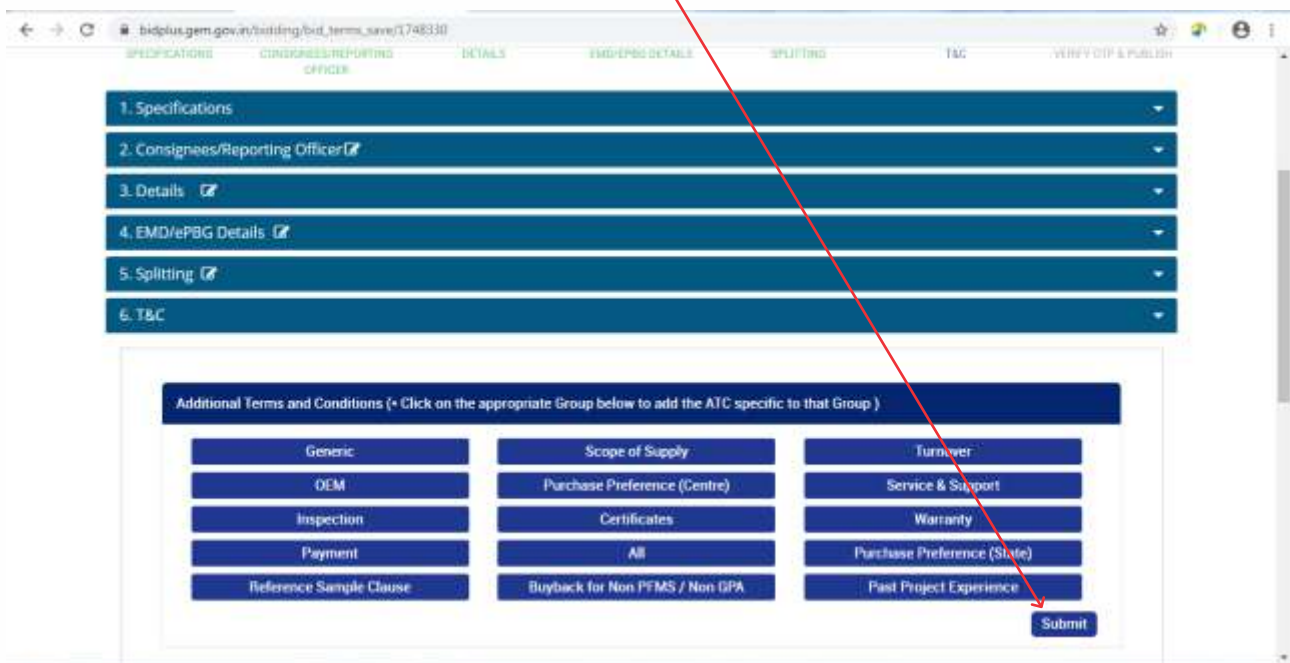
Total Quantity: 500

Splitting Required ?

Do you want to provide Purchase Preference to MSE within L1+15%? ?

Save

Step 23: Provide additional Terms and Conditions for the BID if required by clicking respective icon and click **"Submit"** option.



bidplus.gem.gov.in/bidding/bid_terms_save/1748330

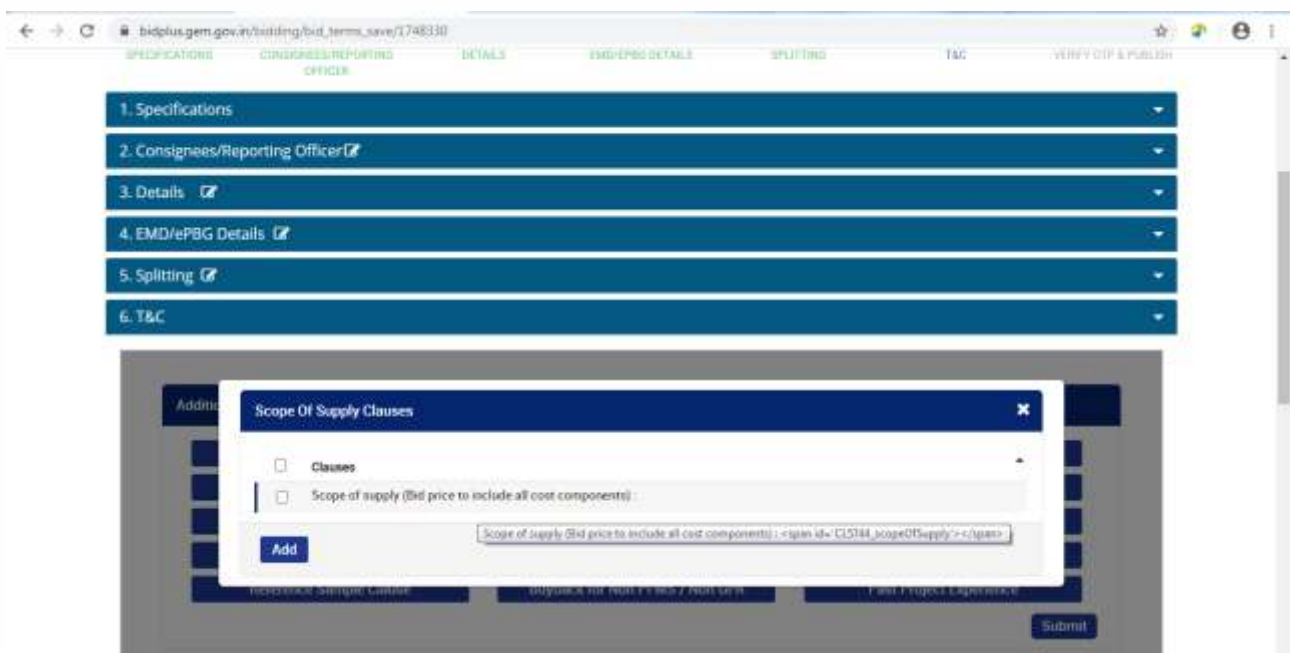
SPECIFICATIONS CONSIGNEE/REPORTING OFFICER DETAILS EMD/EPBG DETAILS SPLITTING T&C VERIFY OTP & PUBLISH

1. Specifications
2. Consignees/Reporting Officer
3. Details
4. EMD/EPBG Details
5. Splitting
6. T&C

Additional Terms and Conditions (* Click on the appropriate Group below to add the ATC specific to that Group)

Generic	Scope of Supply	Turnover
OEM	Purchase Preference (Centre)	Service & Support
Inspection	Certificates	Warranty
Payment	All	Purchase Preference (State)
Reference Sample Clause	Buyback for Non PFMS / Non GPA	Past Project Experience

Submit



bidplus.gem.gov.in/bidding/bid_terms_save/1748330

SPECIFICATIONS CONSIGNEE/REPORTING OFFICER DETAILS EMD/EPBG DETAILS SPLITTING T&C VERIFY OTP & PUBLISH

1. Specifications
2. Consignees/Reporting Officer
3. Details
4. EMD/EPBG Details
5. Splitting
6. T&C

Additional Terms and Conditions (* Click on the appropriate Group below to add the ATC specific to that Group)

Scope Of Supply Clauses

☐ Clauses

☐ Scope of supply (Bid price to include all cost components)

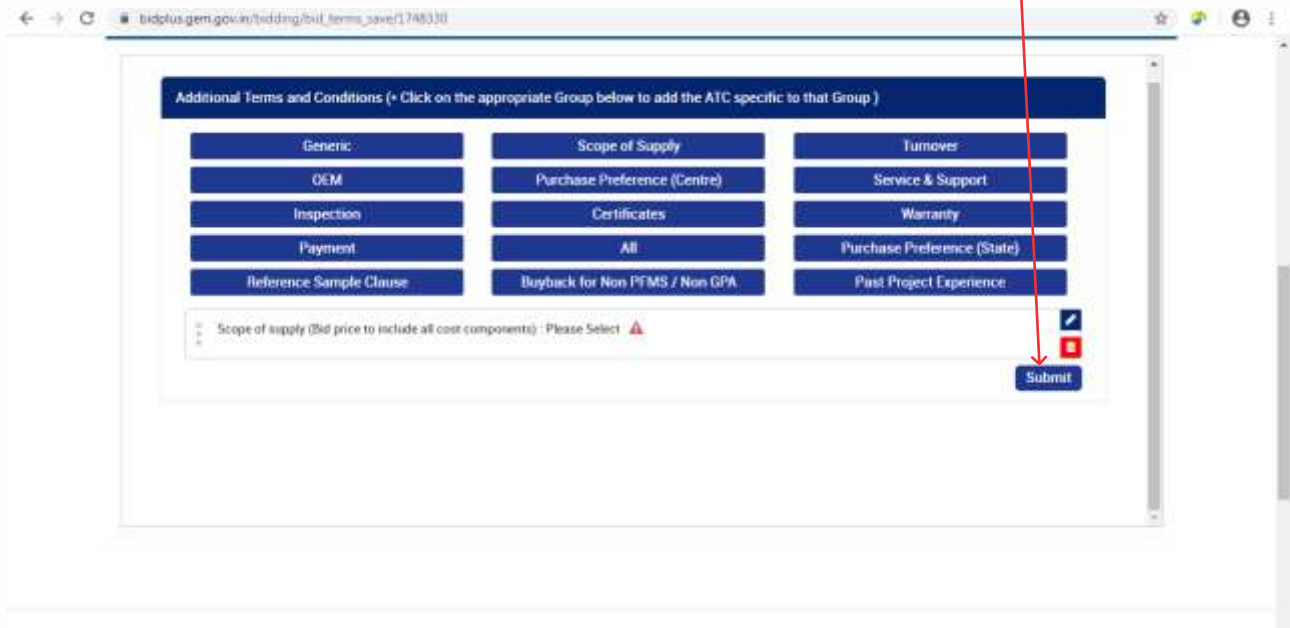
Add

Scope of supply (Bid price to include all cost components) :

Reference Sample Clause Buyback for Non PFMS / Non GPA Past Project Experience

Submit

Step 24: Post creation of additional Terms and Conditions, Click "**Submit**" Button.



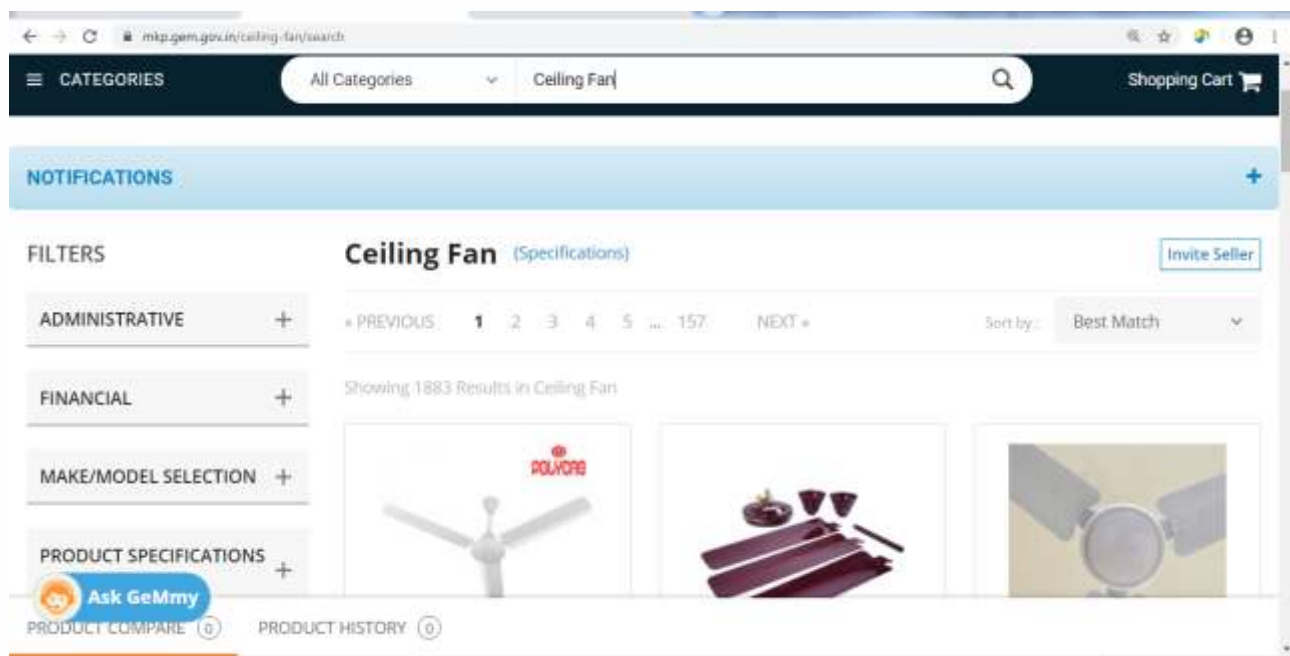
Step 25: Click "**I agree to the Terms & Condition of GeM**"



- Step 26:** Publish the BID by verifying the Aadhar OTP.
- Step 27:** Seller shall despatch the material and upload necessary details on GeM for generation of Online Invoice on GeM portal.
- Step 28:** SMS/Email alert will be received by Buyer & PAO on submission of Invoice.
- Step 29:** Consignee shall generate the Provisional Receipt Certificate (PRC) within 48 hours of receipt of material and after verification of material received, shall generate the Consignee's Receipt & Acceptance Certificate (CRAC) within 10 days of date of issue of PRC in GeM system.

40. Reverse Auction Process - Steps for Procurement above Rs. 5,00,000/- :-

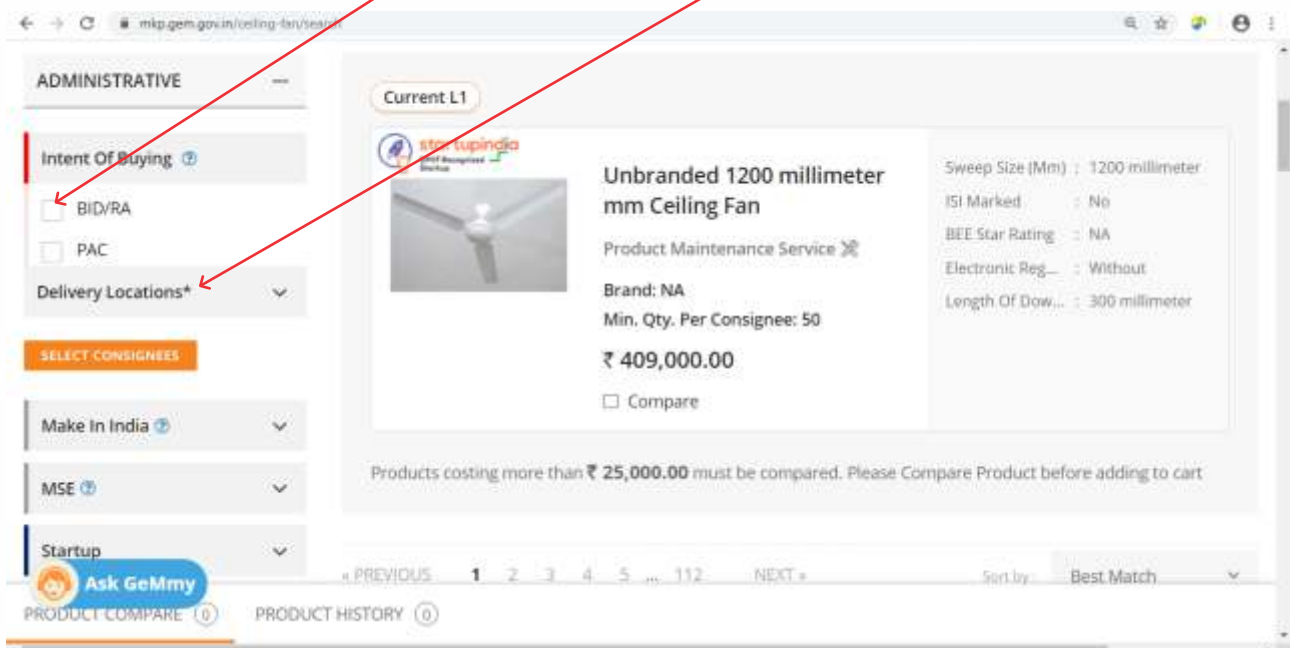
- Step 1:** Login as a buyer.
- Step 2:** Type the required product category in the search menu.
- Step 3:** The searched product appears on the screen.



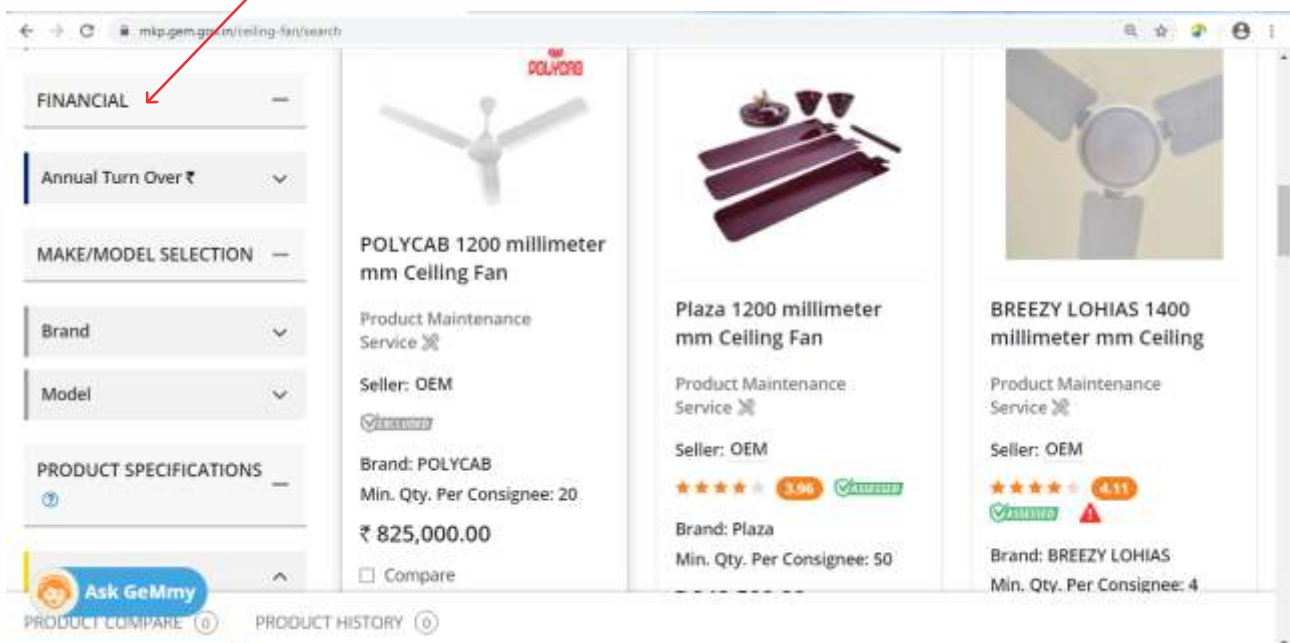
- Step 4:** Furnish the details in the Three filters namely as follows;
- Administrative Filter.
 - Financial Filter.
 - Product Specification.



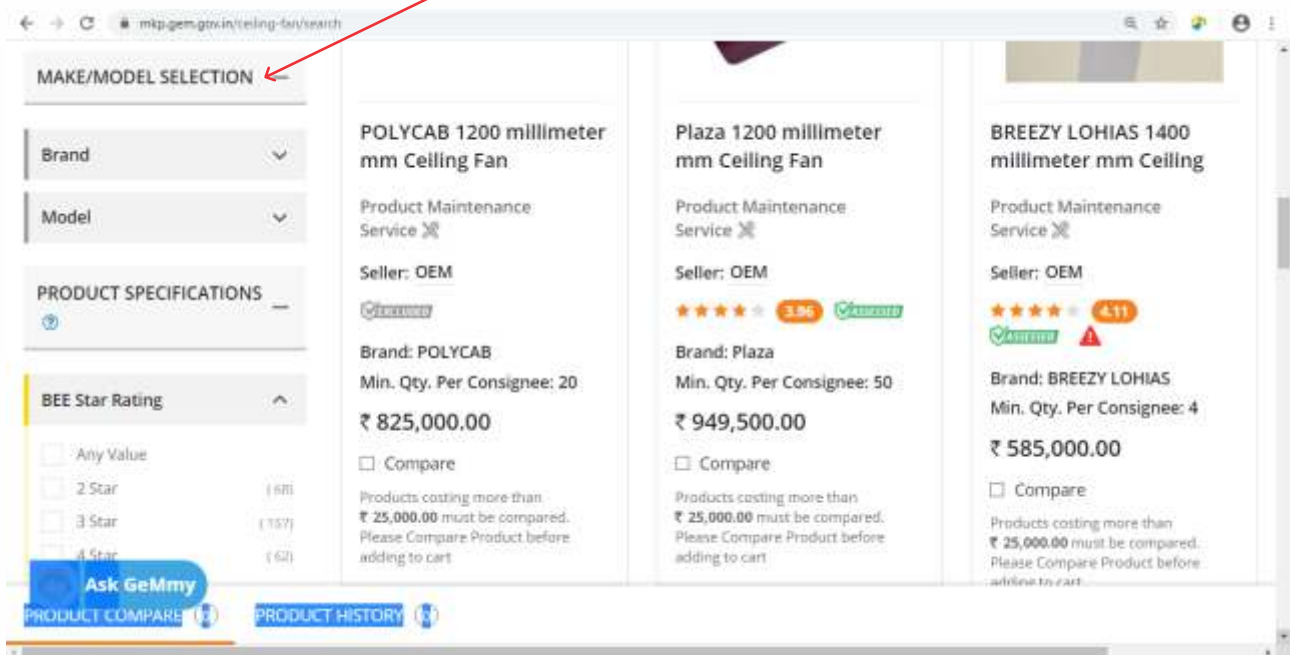
Step5: Select Option "**BID/RA**" and "**Delivery Locations**" by clicking Select Consignee icon under administrative filter.



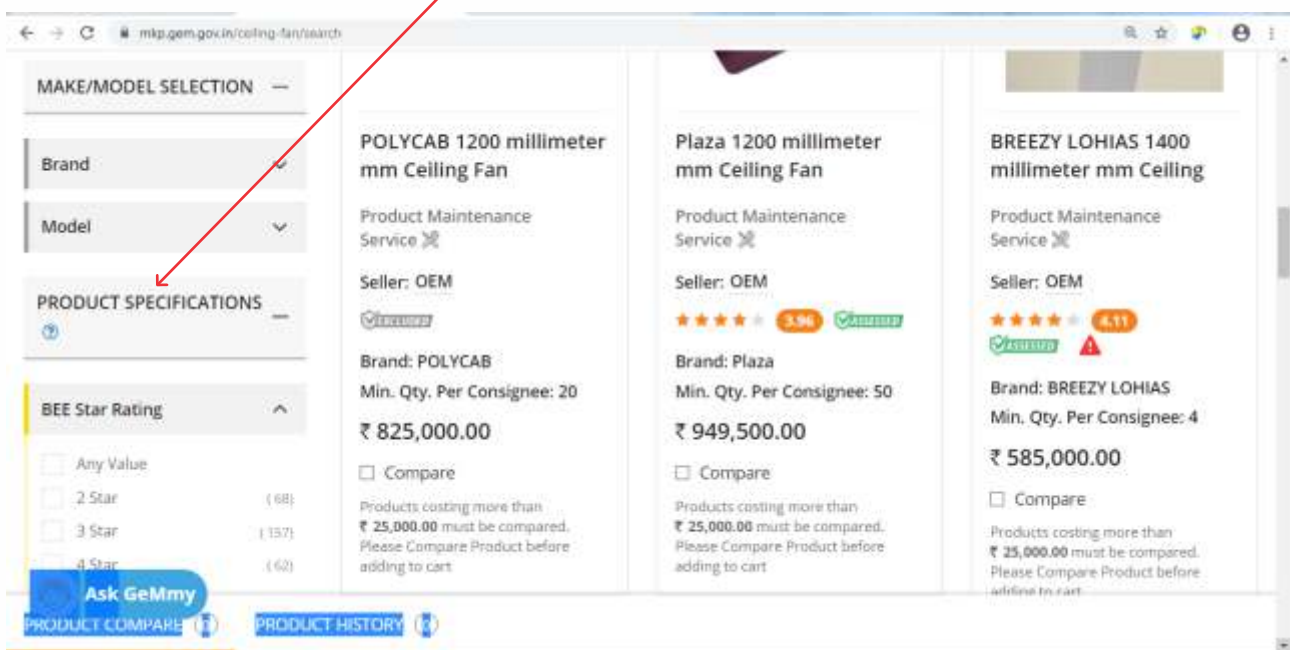
Step6: May furnish financial details of firm required for procurement of items under "**FINANCIAL**" Filter if needed.'



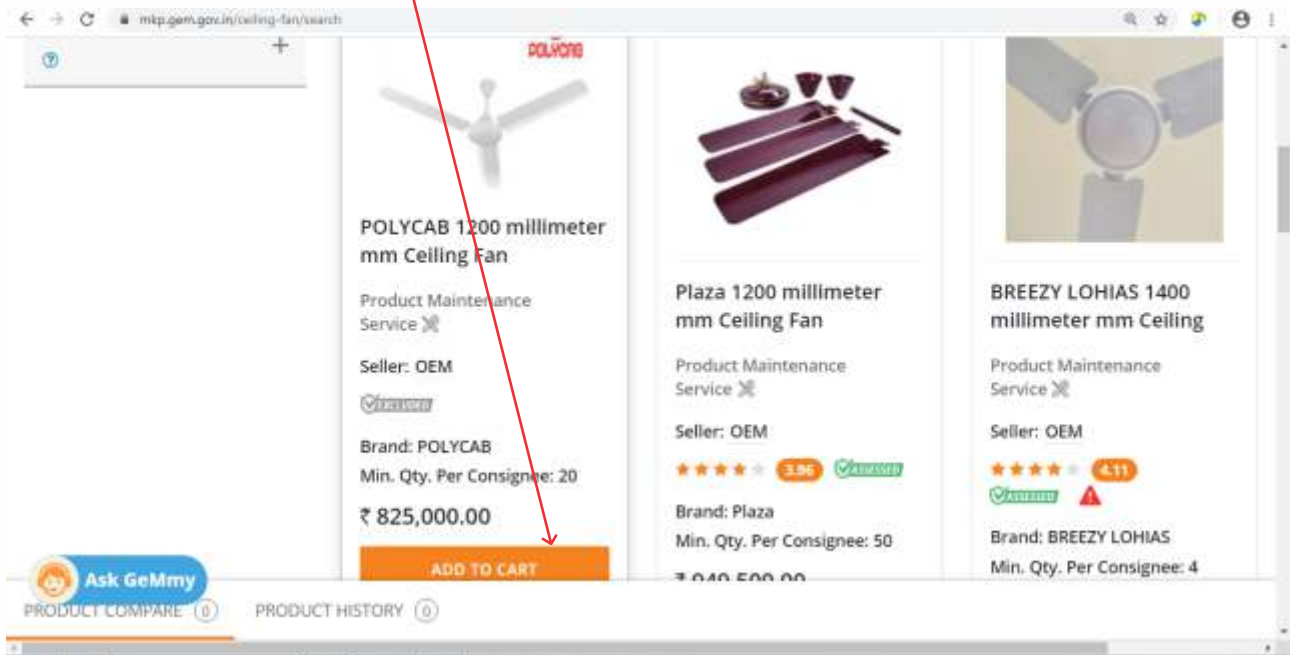
Step 7: In case PAC option selected, then the Specific brand name and model to be specified under "**MAKE/MODEL SELECTION**" icon.



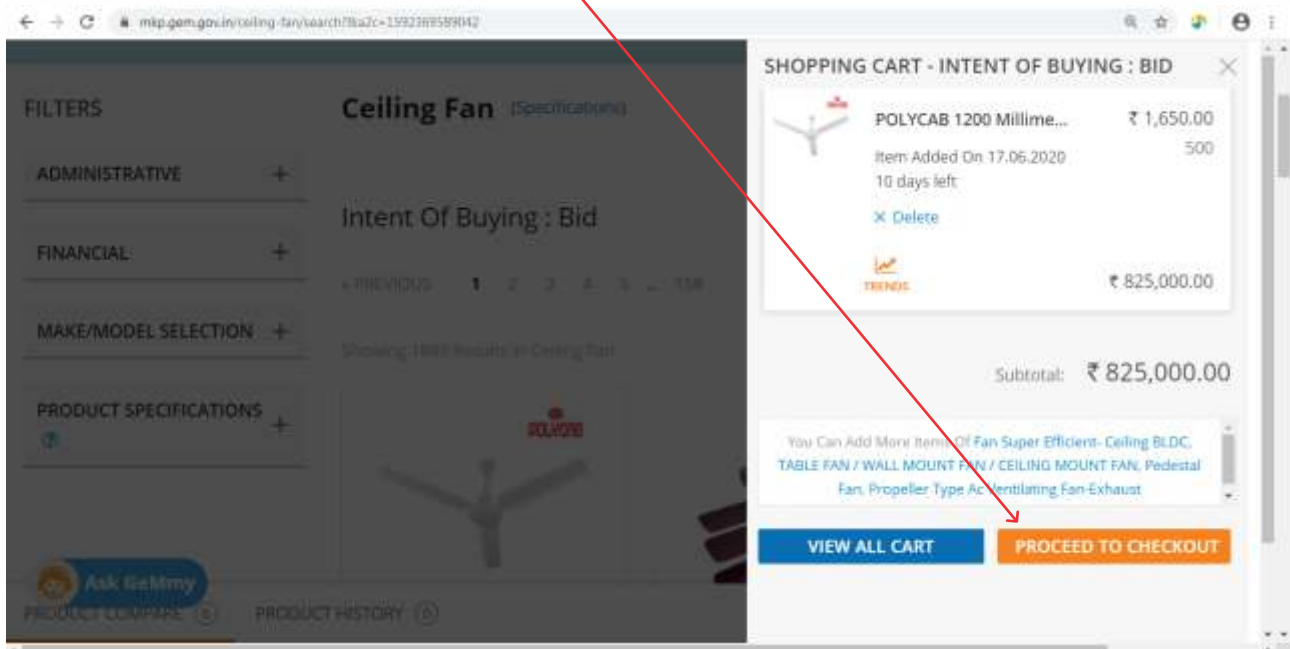
Step 8: Furnish the Technical Specification of the Product required by clicking the icon Named "**PRODUCT SPECIFICATIONS**".



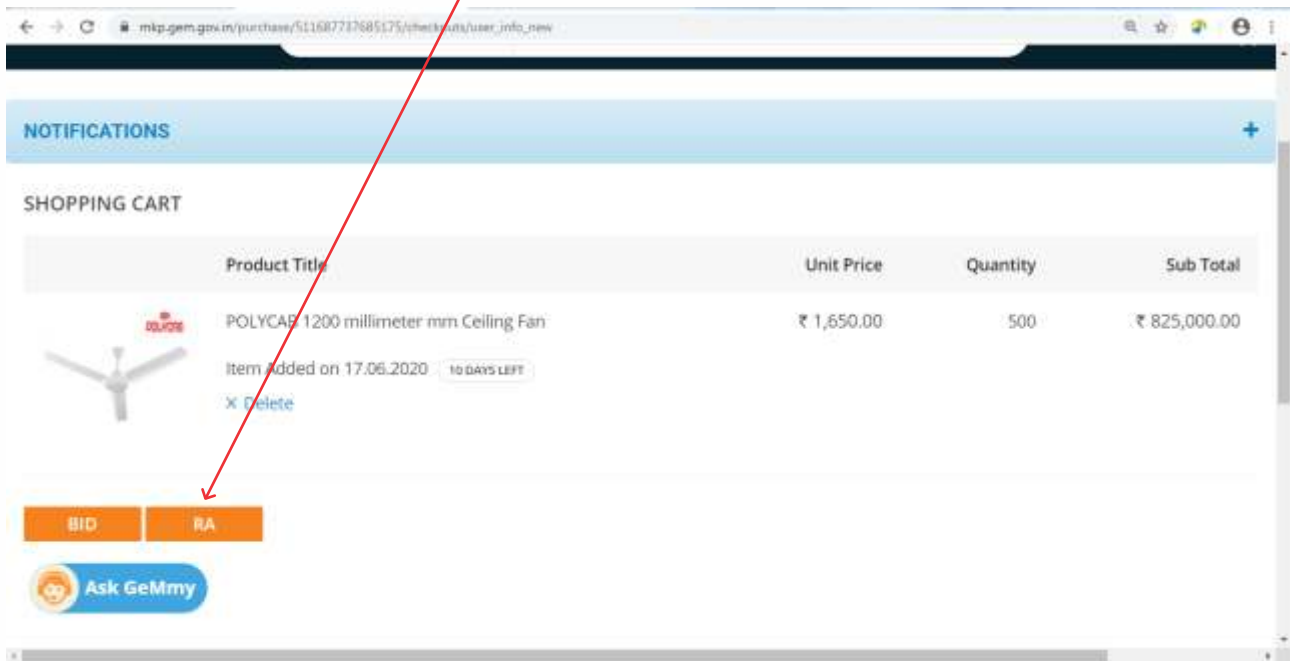
Step 9: Click "**ADD TO CART**" icon



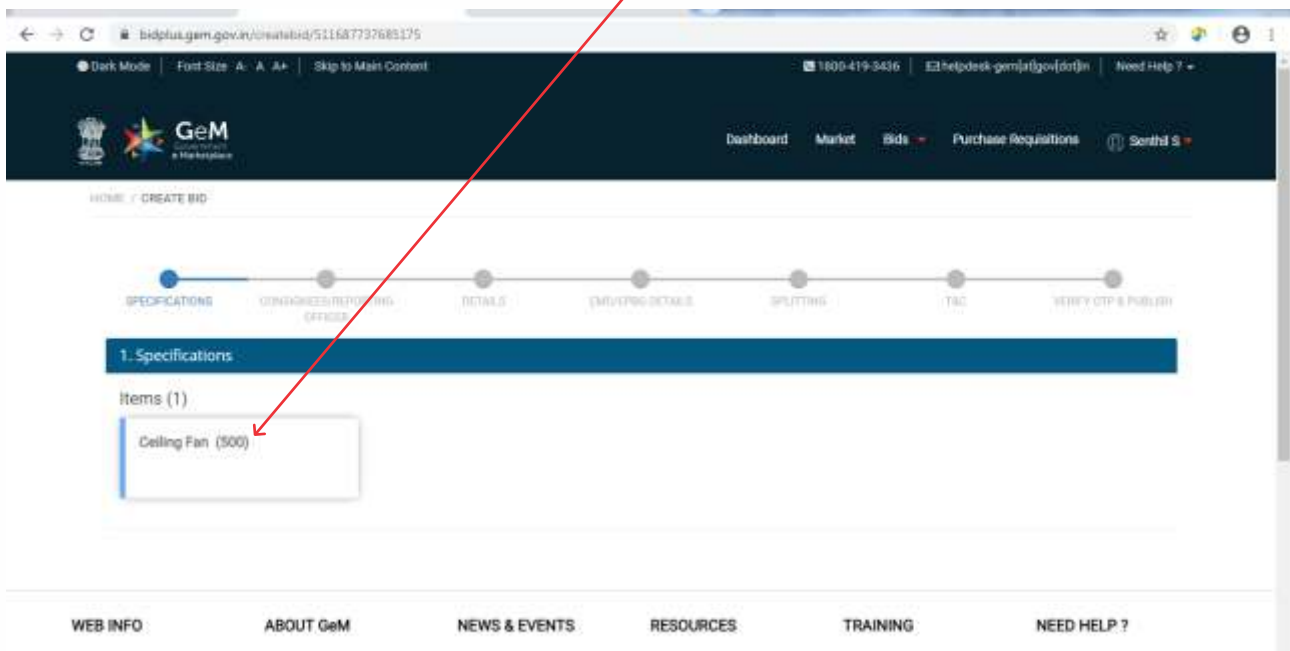
Step 10: Click "**PROCEED TO CHECKOUT**" icon.



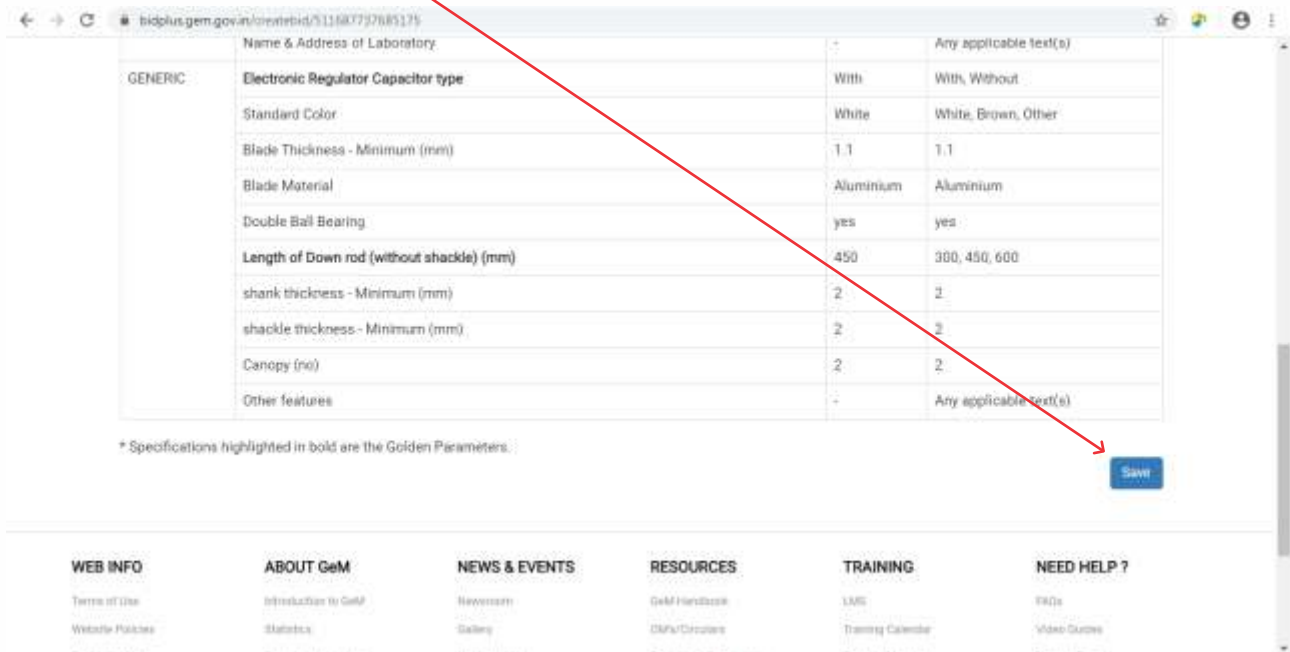
Step 11: Click icon named "**RA**" and Press Confirm Button



Step 12: Creation of BID by clicking the **Product** icon.



Step13: Click "**Save**" icon.

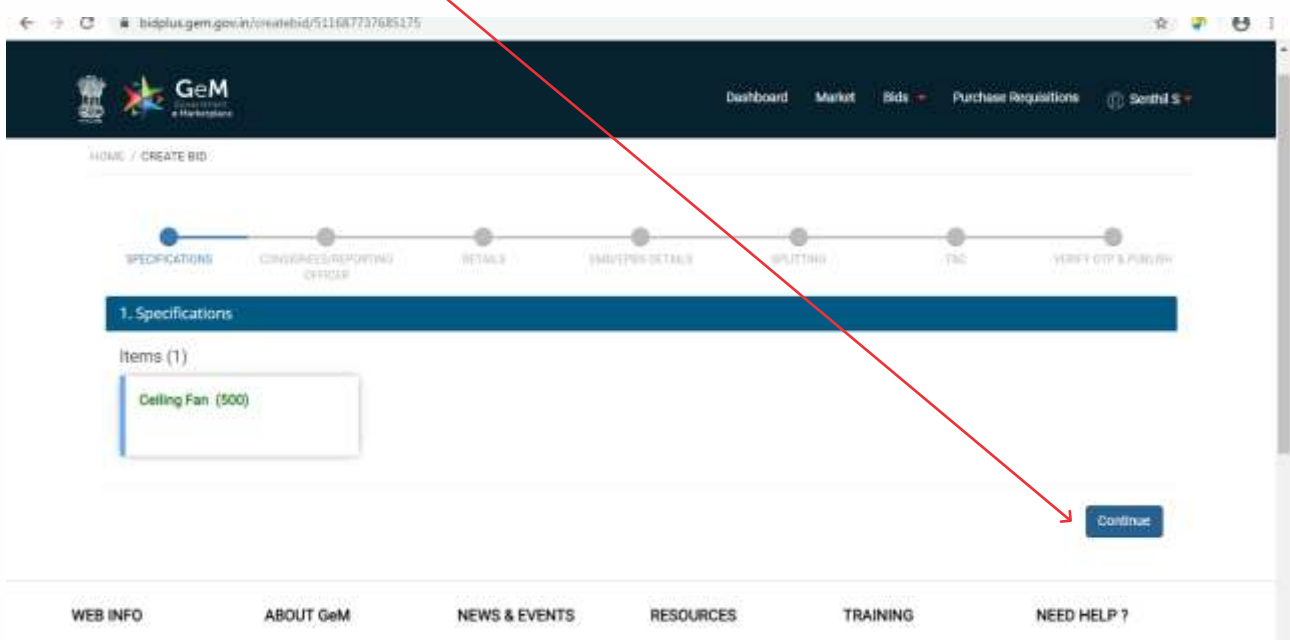


Name & Address of Laboratory		Any applicable text(s)	
GENERIC	Electronic Regulator Capacitor type	With	With, Without
	Standard Color	White	White, Brown, Other
	Blade Thickness - Minimum (mm)	1.1	1.1
	Blade Material	Aluminium	Aluminium
	Double Ball Bearing	yes	yes
	Length of Down rod (without shackle) (mm)	450	300, 450, 600
	shank thickness - Minimum (mm)	2	2
	shackle thickness - Minimum (mm)	2	2
	Canopy (no)	2	2
	Other features	-	Any applicable text(s)

* Specifications highlighted in bold are the Golden Parameters.

Save

Step14: Select "**Continue**" Button.



HOME / CREATE BID :

SPECIFICATIONS CONFIRMATION/REPORTING DETAILS SUBMITTER DETAILS SPLITTING T&C VERIFY OTP & PURCHASE

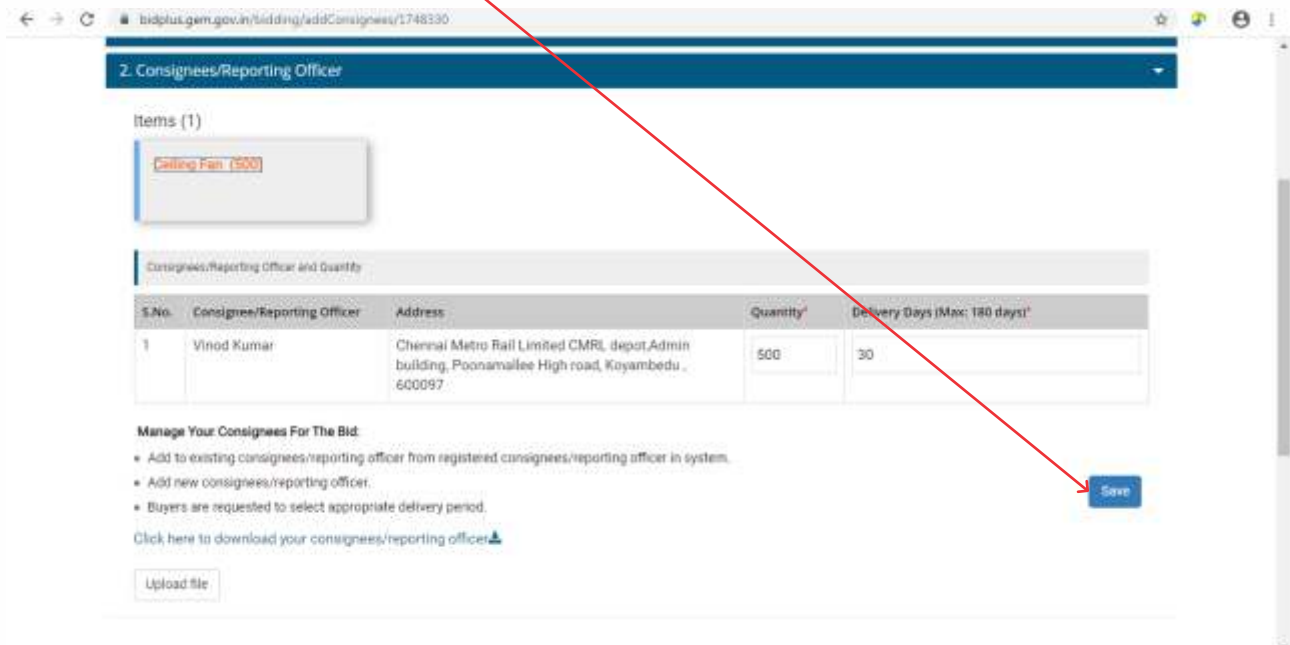
1. Specifications

Items (1)

Ceiling Fan (500)

Continue

Step15: Click the **"Save"** Button under Consignee/Reporting Officer Option.



2. Consignees/Reporting Officer

Items (1)

Ceiling Fan (500)

Consignee/Reporting Officer and Quantity

S.No.	Consignee/Reporting Officer	Address	Quantity*	Delivery Days (Max: 180 days)*
1	Vinod Kumar	Chennai Metro Rail Limited CMRL depot, Admin building, Poonamallee High road, Koyambedu - 600097	500	30

Manage Your Consignees For The Bid.

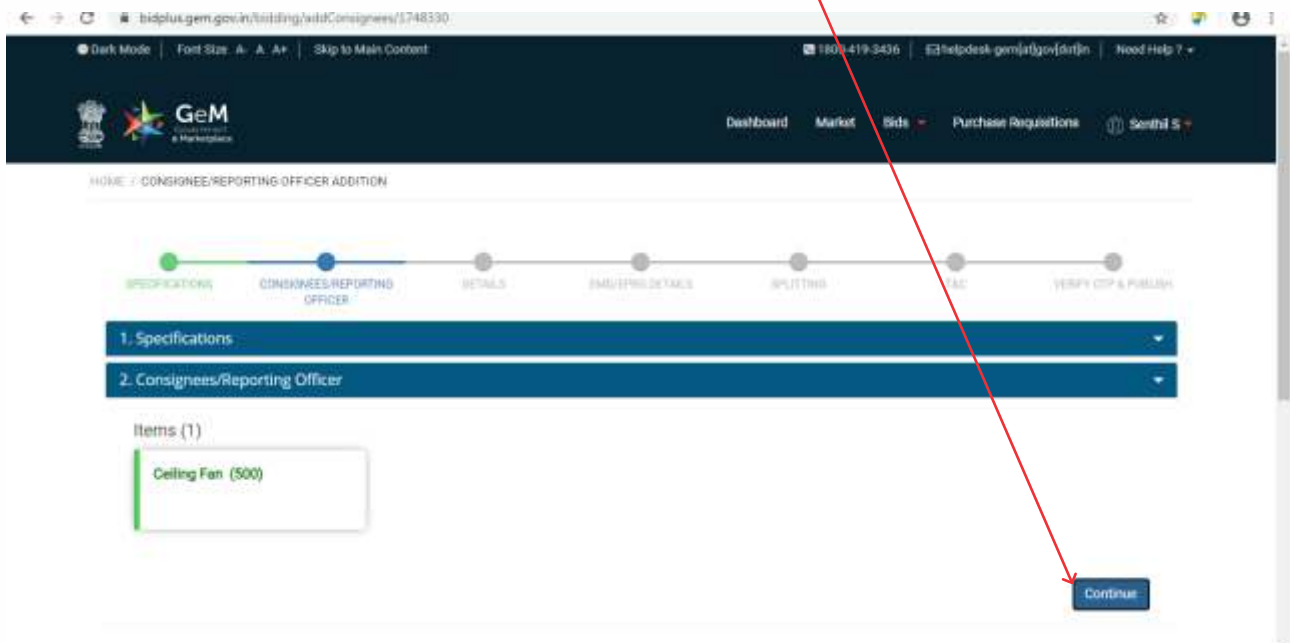
- Add to existing consignees/reporting officer from registered consignees/reporting officer in system.
- Add new consignees/reporting officer.
- Buyers are requested to select appropriate delivery period.

[Click here to download your consignees/reporting officer.](#)

[Upload file](#)

[Save](#)

Step16: Select the product name and Click **"Continue"**.



HOME / CONSIGNEE/REPORTING OFFICER ADDITION

1. Specifications

2. Consignees/Reporting Officer

Items (1)

Ceiling Fan (500)

[Continue](#)

Step17: Furnish the RA details.

bidplus.gem.gov.in/bidding/addDetails/1748648

2. Consignees/Reporting Officer

3. Details

RA Start Date / Time Will Be Defaulted To The Date/Time When RA is Published

RA Duration * (Number Of Days) Select Days Days

RA End Date / Time * (Select Duration Between 09:00 To 21:00) 00-00-0000 00:00 Edit Time

RA Opening Date / Time 00-00-0000 00:00

RA Life Cycle (From Publish Date) * 90 Days

RA Offer Validity (From End Date) * 30 Days

RA Estimated Value 825000 Edit GF

Advisory: The submitted values shall be considered for EMD and Bid eligibility criteria as published in the Bid document.

bidplus.gem.gov.in/bidding/addDetails/1748330

30 Days

Do You Want To Take This Bid To RA Post Technical Evaluation? * ☐ Yes ☒ No

Bid Estimated Value 825000 Edit GF

Advisory: The submitted values shall be considered for EMD and Bid eligibility criteria as published in the Bid document.

Terms Of Delivery Free Delivery At Site (At Consignee/Reporting Officer's Place)

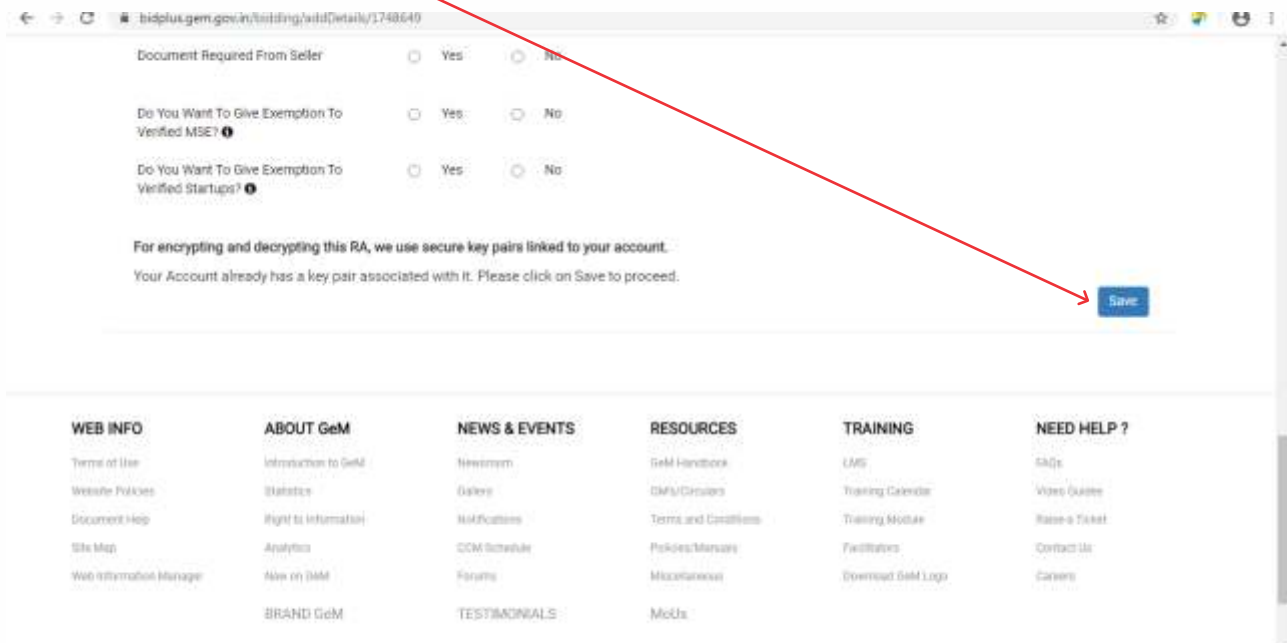
Participant Eligibility Criterion

Bidder Annual Turn Over (In Lakhs) * 0 Experience Criteria (In Years) * 0

Additional Criterion (To be verified by the buyer at the time of technical evaluation)

Average Annual Turn Over Of OEM (In Lakhs) * Past Performance (In Percentage) *

Step18: Choose the option mentioned below and furnish the details accordingly and click "**Save**" icon.



Document Required From Seller ☐ Yes ☐ No

Do You Want To Give Exemption To Verified MSE? ☐ Yes ☐ No

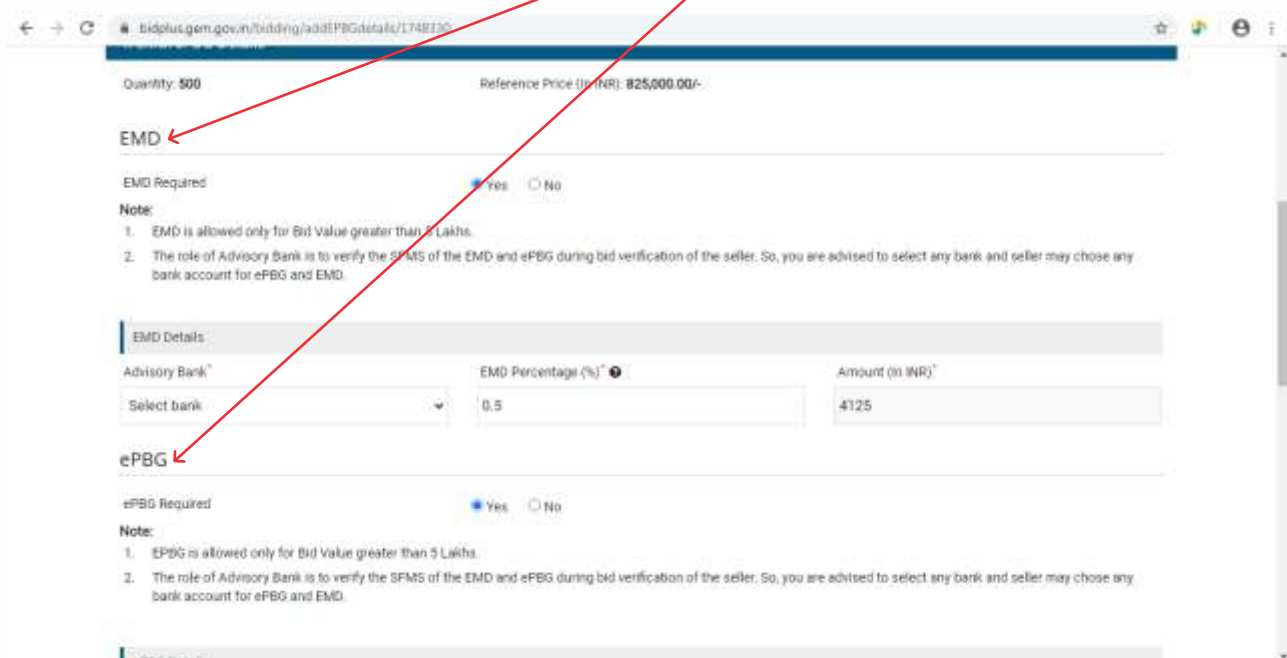
Do You Want To Give Exemption To Verified Startups? ☐ Yes ☐ No

For encrypting and decrypting this RA, we use secure key pairs linked to your account.
Your Account already has a key pair associated with it. Please click on Save to proceed.

Save

WEB INFO	ABOUT GeM	NEWS & EVENTS	RESOURCES	TRAINING	NEED HELP ?
Terms of Use	Introduction to GeM	Newsroom	GeM Handbook	LMS	SAGs
Website Policies	Statistics	Galleries	GDPR/Circulars	Training Calendar	Video Guides
Document Help	Right to Information	Notifications	Terms and Conditions	Training Module	Raise a Ticket
Site Map	Analytics	OCM Schedule	Policies/Manuals	Facilities	Contact Us
Web Information Manager	Alerts on GeM	Forums	Miscellaneous	Download GeM Logo	Careers
	BRAND GeM	TESTIMONIALS	MoUs		

Step19: Choose the option for furnishing **EMD/ePBG** and accordingly furnish the details.



Quantity: 500 Reference Price (in INR): 825,000.00/-

EMD

EMD Required ☒ Yes ☐ No

Note:

- EMD is allowed only for Bid Value greater than 2 Lakhs.
- The role of Advisory Bank is to verify the SFMS of the EMD and ePBG during bid verification of the seller. So, you are advised to select any bank and seller may choose any bank account for ePBG and EMD.

EMD Details		
Advisory Bank*	EMD Percentage (%)	Amount (in INR)*
Select bank	0.5	4125

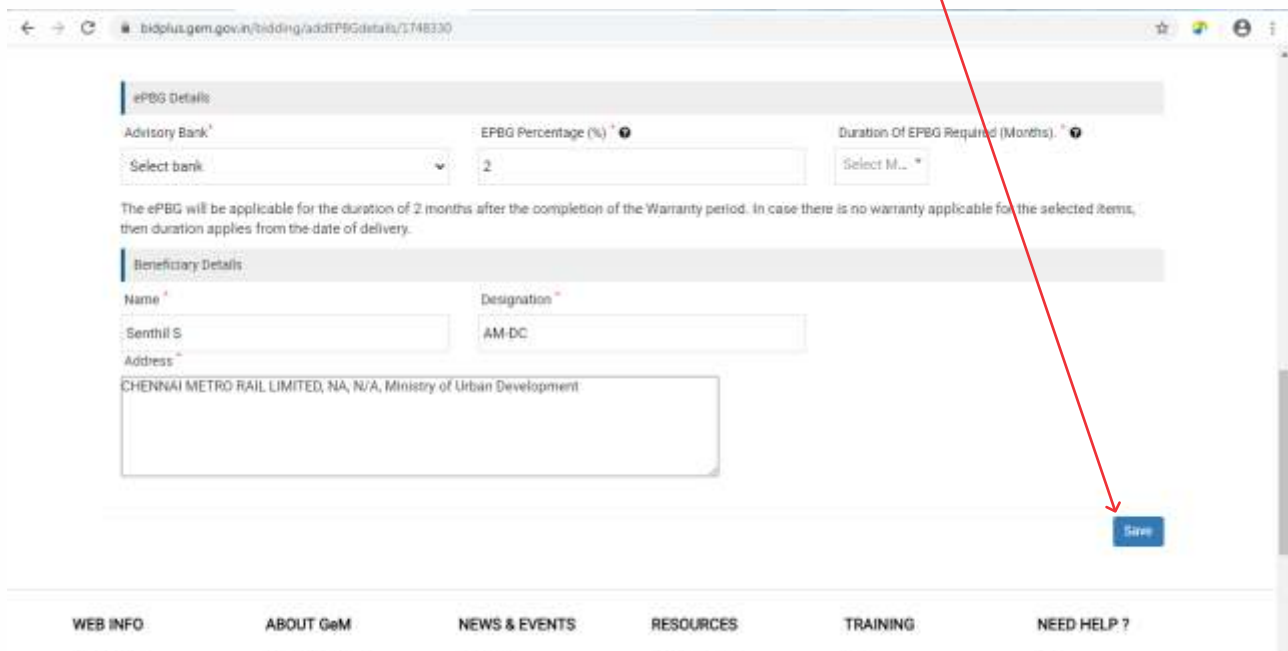
ePBG

ePBG Required ☒ Yes ☐ No

Note:

- ePBG is allowed only for Bid Value greater than 5 Lakhs.
- The role of Advisory Bank is to verify the SFMS of the EMD and ePBG during bid verification of the seller. So, you are advised to select any bank and seller may choose any bank account for ePBG and EMD.

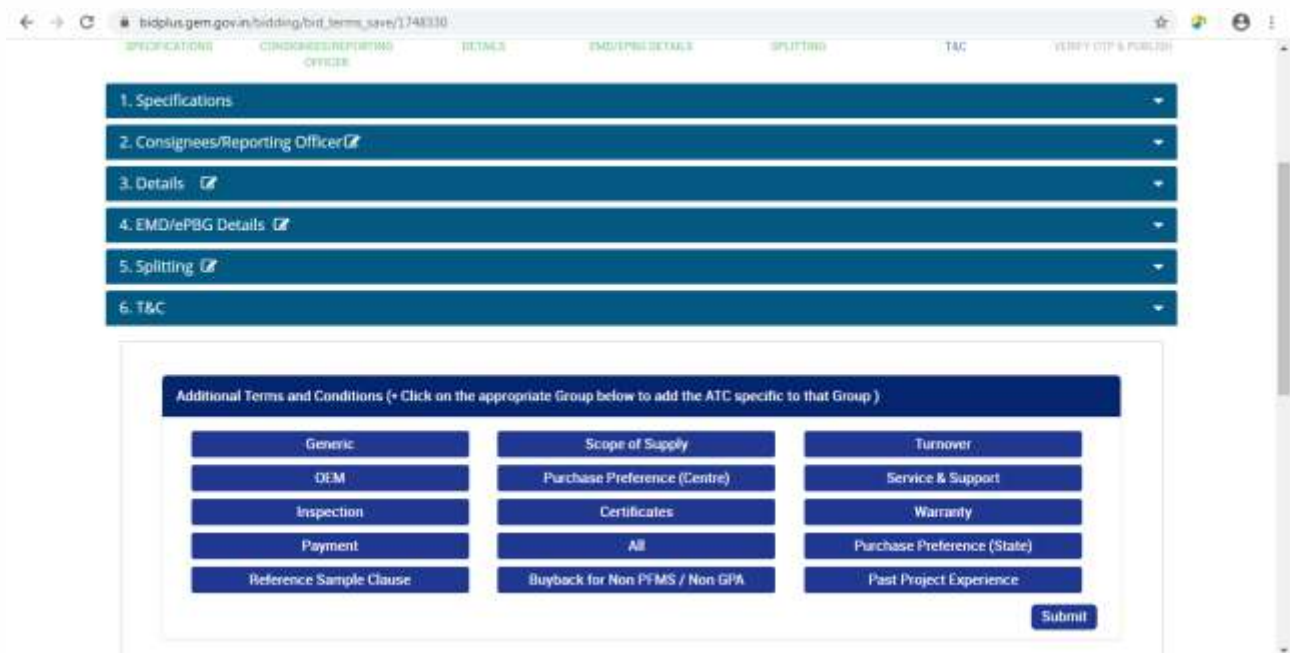
Step 20: Provide the Bank details for EMD/ePBG and Click "**Save**" icon.



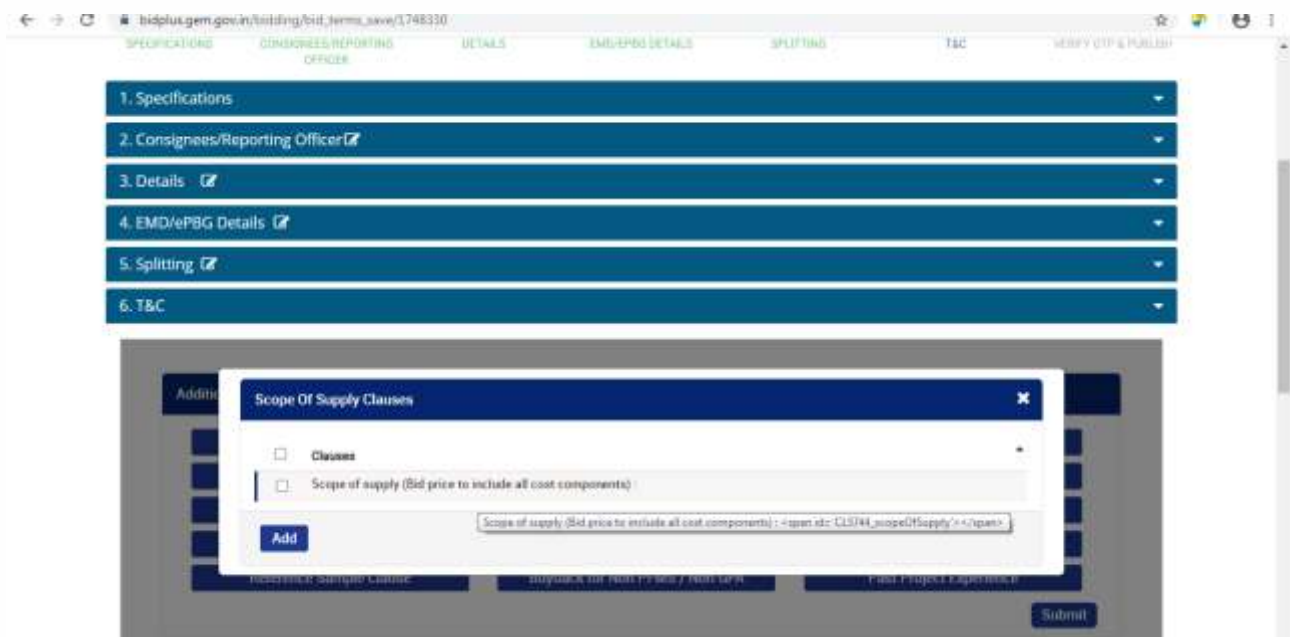
Step 21: If you want to split the items to various Bidders Choose the option accordingly or specify "**NO**".



Step 22: Provide additional Terms and Conditions for the BID, if required by clicking respective icon.

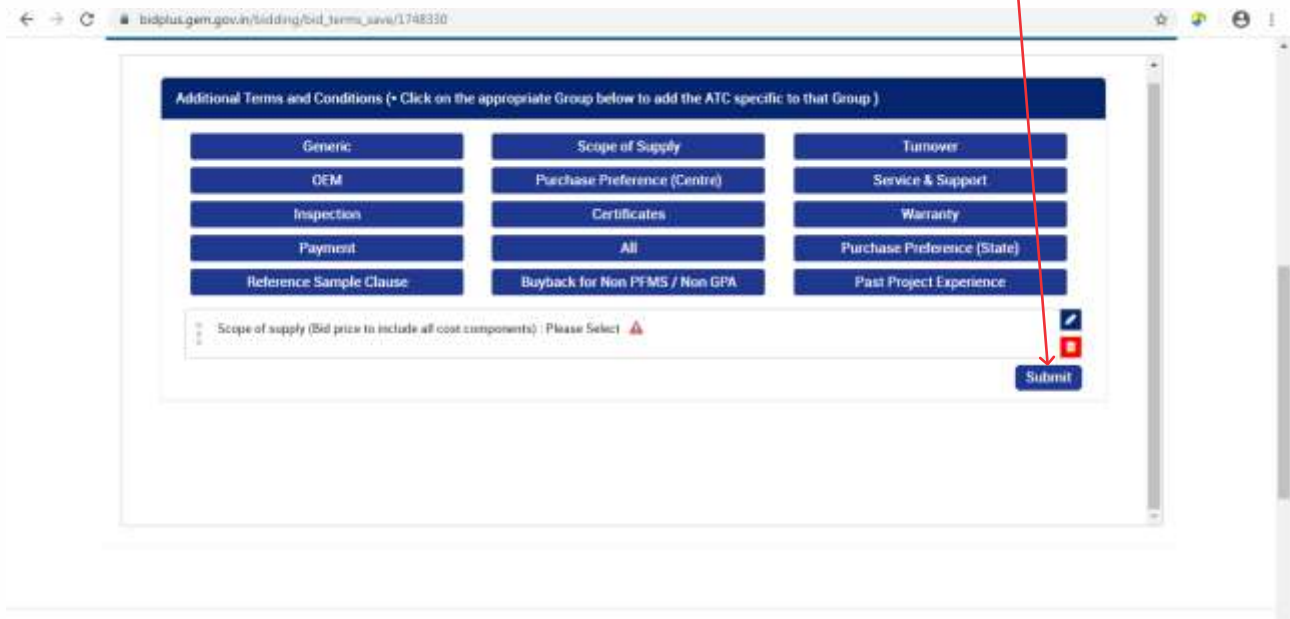


The screenshot shows the 'bidplus.gem.gov.in/bidding/bid_terms_save/1748330' page. The top navigation bar includes tabs for SPECIFICATIONS, CONSIGNEES/REPORTING OFFICER, DETAILS, EMD/EPBG DETAILS, SPLITTING, T&C, and VERIFY OTP & PUBLISH. Below the navigation bar, there is a list of sections: 1. Specifications, 2. Consignees/Reporting Officer, 3. Details, 4. EMD/EPBG Details, 5. Splitting, and 6. T&C. The 'T&C' section is currently selected. Below this, there is a section titled 'Additional Terms and Conditions (* Click on the appropriate Group below to add the ATC specific to that Group)'. This section contains a grid of buttons for different categories: Generic, DEM, Inspection, Payment, Reference Sample Clause, Scope of Supply, Purchase Preference (Centre), Certificates, All, Buyback for Non PFMS / Non GPA, Turnover, Service & Support, Warranty, Purchase Preference (State), and Past Project Experience. A 'Submit' button is located at the bottom right of this section.



The screenshot shows the same page as above, but with a 'Scope of Supply Clauses' dialog box open. The dialog box has a title bar with a close button (X). It contains two checkboxes: 'Clauses' and 'Scope of supply (Bid price to include all cost components)'. The 'Scope of supply' checkbox is selected. Below the checkboxes, there is a text input field with the value 'Scope of supply (Bid price to include all cost components) : -'. An 'Add' button is located at the bottom left of the dialog box. The background page is dimmed, showing the same navigation and section list as the previous screenshot.

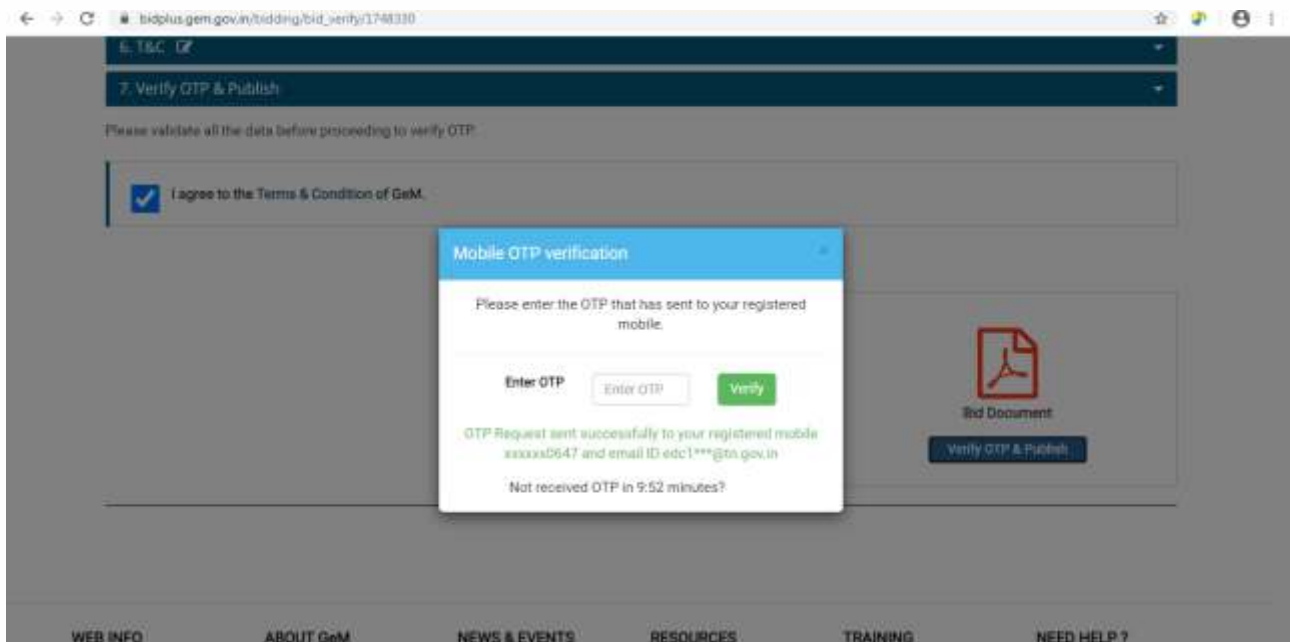
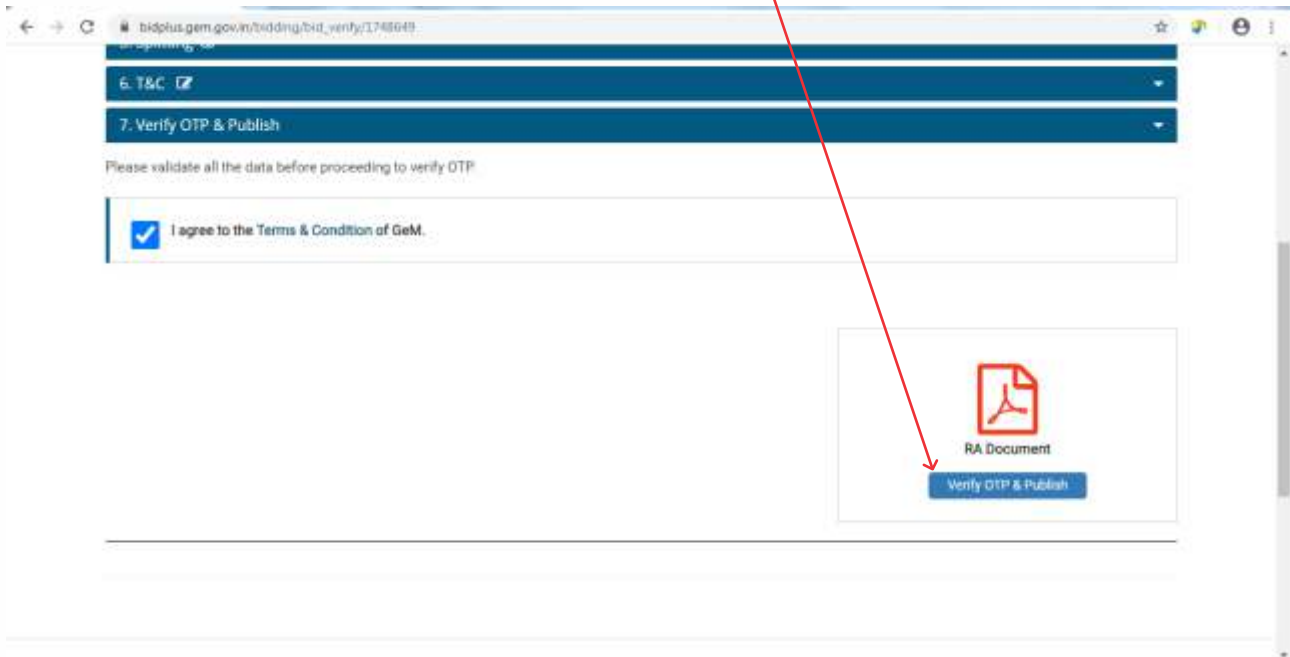
Step 23: Post creation of additional Terms and Conditions, Click "**Submit**" button.



Step 24: Click "**I Agree to the Terms & Conditions of GeM**"



Step 25: Publish the RA by verifying the "Aadhar OTP".



Step 26: Post publishing of RA - Technical Bid to be Opened on scheduled date for Technical Evaluation.

1. RA Item(s) DETAILS

2. TECHNICAL EVALUATION

List Of Sellers Participated

[Download to Compare All](#) [View and Compare All](#)

S. No.	Seller Name	Seller Rating	Offered Item	Participated On	EMD Status	Status	Document Verification	Evaluate
1	SINGHAL SONS ELECTRONICS AGENCIES PVT LTD	3.16	View Details	19-07-2020 17:35:18	EMD Exemption requested Download	Disqualified	View	Verify Specifications ✓
2	Kandhya Bhandar	4.18	View Details	20-07-2020 14:26:08	EMD Exempted	Qualified	View	Verify Specifications ✓
3	R.F. Electricals and Refrigeration	3.85	View Details	20-07-2020 12:56:39	EMD Exemption requested Download	Qualified	View	Verify Specifications ✓
4	Manish Trader	3.66	View Details	16-07-2020 18:59:52	EMD Exemption requested Download	Qualified	View	Verify Specifications ✓
5	TATER INTERNATIONAL	6.45	View Details	20-07-2020 11:18:11	EMD Exemption requested Download	Disqualified	View	Verify Specifications ✓

9	KRISHNA SALES	3.16	View Details	07-07-2020 00:35:25	EMD Exemption requested Download	Disqualified	View	Verify Specifications ✓
10	INTEC INDIA LIMITED	3.85	View Details	15-07-2020 13:22:11	EMD Exemption requested Download	Qualified	View	Verify Specifications ✓
11	APEX TECHNIQUES	6.45	View Details	20-07-2020 02:04:40	EMD Exemption requested Download	Qualified	View	Verify Specifications ✓

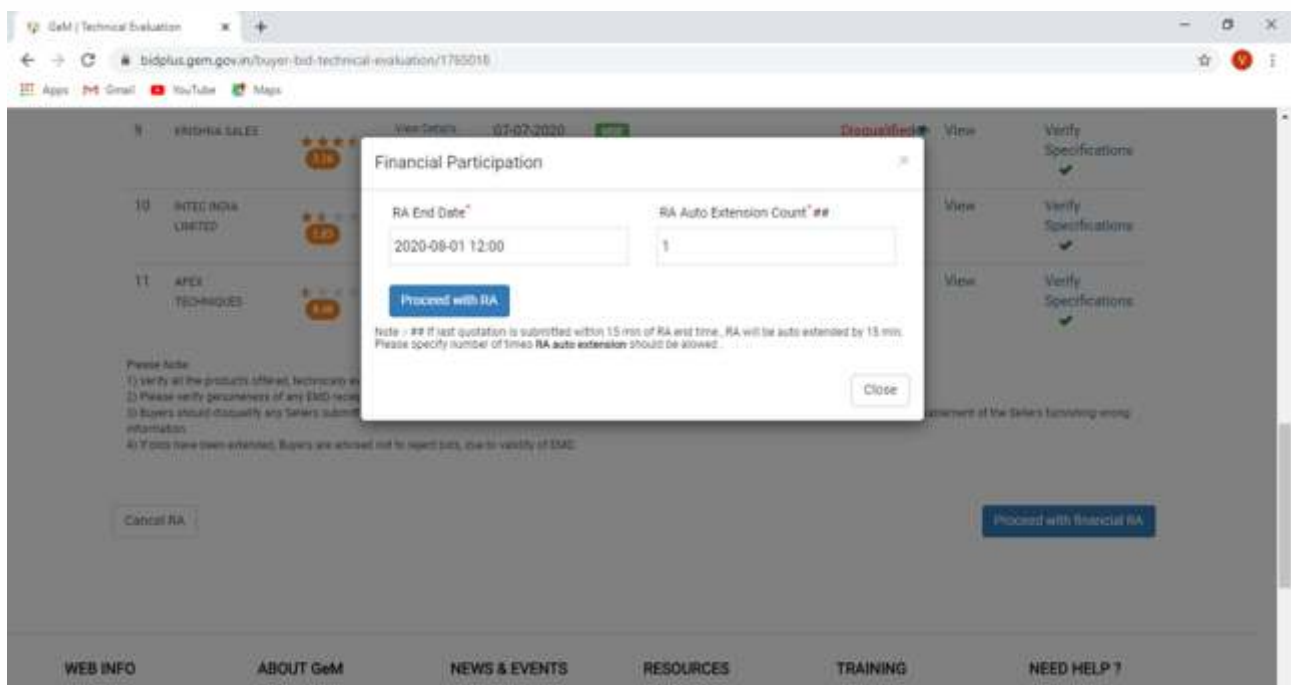
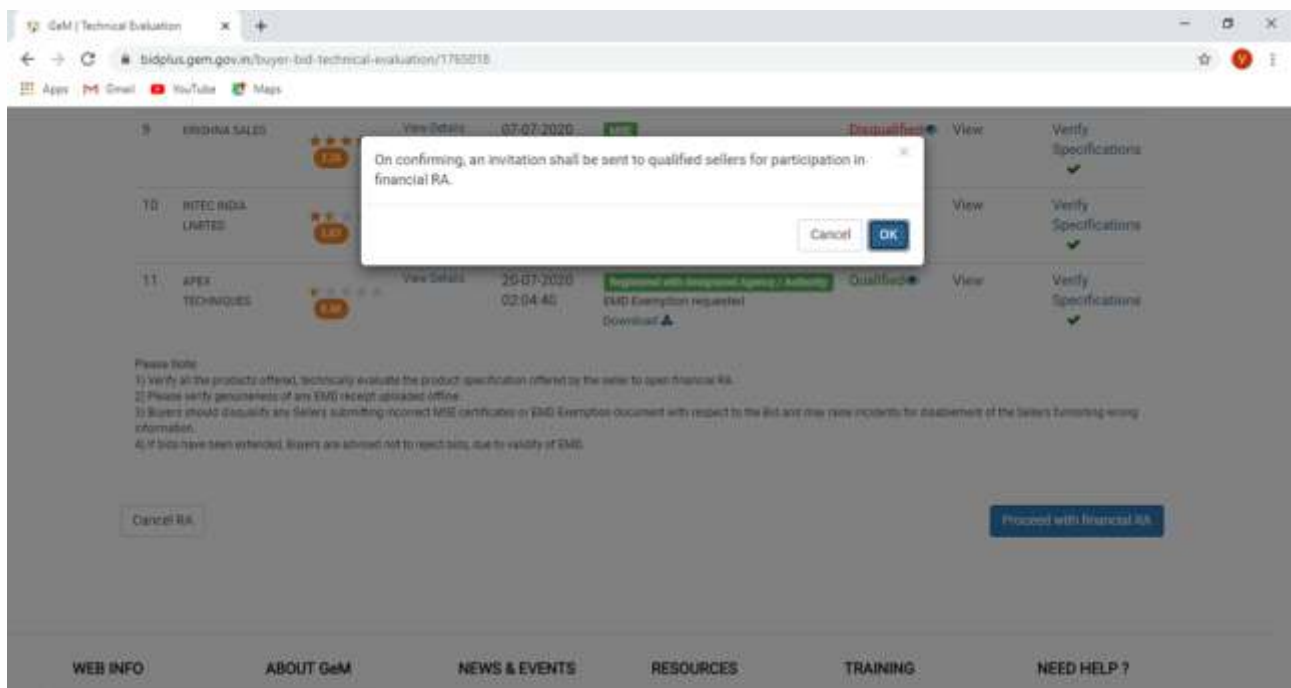
Please Note:

- 1) Verify all the products offered, technically evaluate the product specification offered by the seller to open financial RA.
- 2) Please verify genuineness of any EMD receipt uploaded offline.
- 3) Buyers should disqualify any Sellers submitting incorrect MSE certificates or EMD Exemption document with respect to the Bid and may raise incidents for disbursement of the Sellers furnishing wrong information.
- 4) If bids have been extended, Buyers are advised not to reject bids, due to validity of EMD.

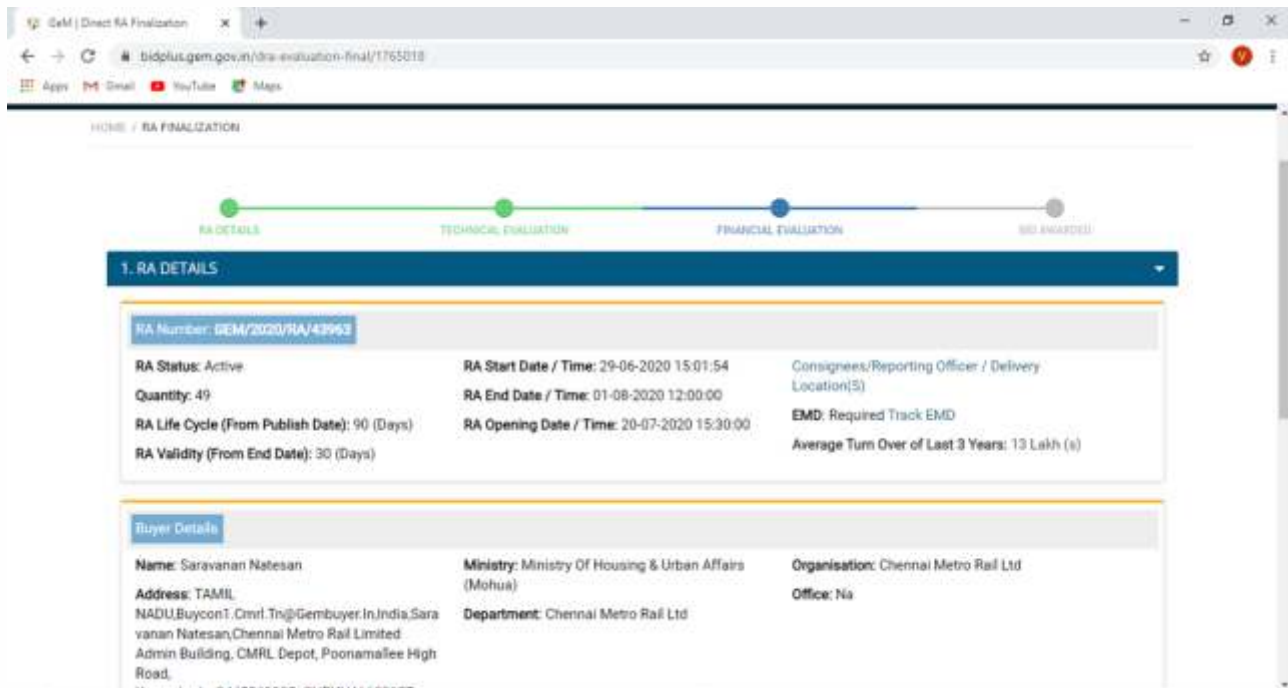
[Cancel RA](#) [Proceed with financial RA](#)

WEB INFO ABOUT GeM NEWS & EVENTS RESOURCES TRAINING NEED HELP ?

Step 27: Invitation shall be sent only to technically qualified sellers for participation in financial RA by specifying the RA End Date with RA auto extension count.



Step 28: Financial RA Bid shall be opened on schedule date and time.



Step 29: Placement of Order to the L1 bidder finalised through RA process.

Note:

In case, two or more acceptable bidders are found to have quoted identical lowest bid price, Buyer has to conduct Reverse Auction for the required goods among all technically qualified bidders in case of bids for goods. In case of Services bids, if the multiple L-1 bidders have quoted the lowest allowed price for that service, buyer shall have two options for placement of contract:

- Placements of contract by selection of an agency from amongst the L-1 bidders through a Random Algorithm run by GeM system.
- Placement of contract on any one of the L-1 bidders based on any criteria as deemed fit by the buyer with appropriate internal approvals.

Step 30: Seller shall despatch the material and upload necessary details on GeM for generation of Online Invoice on GeM portal.

Step 31: SMS/Email alert will be received by Buyer & PAO on submission of Invoice.

Step 32: Consignee shall generate the Provisional Receipt Certificate (PRC) within 48 hours of receipt of material and after verification of material received, shall generate the Consignee's Receipt & Acceptance Certificate (CRAC) within 10 days of date of issue of PRC in GeM system.

41. Training Conducted by CMRL on Government E-Market Portal for e-Procurement of Common Usable Items/Services:



CIRCULARS & OFFICE ORDERS **ISSUED BY GOVT. OF INDIA ON GeM**

42. Office Order- Implementation of GeM by CMRL

CHENNAI METRO RAIL LIMITED

OFFICE ORDER

O.O.No.2/Vig/Gem/Implementation/02

21.05.2020

Sub: Implementation of Government E-Market –Reg

Ref: CMRL Procurement Procedure Order for Purchase through GEM Portal dated 12/05/2020

In pursuant to the Ministry of Housing and Urban Affairs letter No:14011/14/2018 –MRTS coord dated 24.Jan.2020 and reference first cited above regarding direction to mandatory use of Gem portal for procurement of common usable items /service available in GeM through Govt. E-market portal.

2) In this regard a training on usage of GeM portal was conducted on 15.May.2020 to the respective departmental procurement Officers of CMRL at CMRL Admin Building and following department officers dealing with procurement have registered with GEM portal. Shri P.K Parthiban, AGM-Finance and Accounts is nominated as Payment Authority Officer for GEM Portal and Shri Ravi Maruthakani, JGM-(IT & AFC) is nominated as primary user for addition of secondary users for GEM portal .

S.No	Department	Nodal/Procurement Officer	GeM Registration Activated(Yes/No)
1.	Rolling Stock	(i) Shri.Hayanan,DM-RS (ii)Shri.Thiagarajan,DGM-RS	Yes
2.	Operation	Smt.Lakshmi,Mgr-Rev-Ops	Yes
3.	Traction	Smt.Amrita .K,DM-OHE	Yes
4.	MEP-UG	Shri.Thirukumaran,DM-MEP	Yes
5.	Contract Procurement-Civil	Shri.PrateekJain,DM-CP	Yes
6.	IT & AFC	Shri.Ajeesh,D-IT &AFC	Yes
7.	HR & Admin	Shri.Raguraman,DM-HRP	Yes
8.	Signal & Telecom	(i)Shri.Srinivasan, Mgr Telecom (ii)Shri.KalyanaRaman, Mgr-Signal	Yes

3) In partial modification to the CMRL Procedure order dated 12/05/2020,the amended financial limit for procurement of common usable items/service through GeM portal as per order of Govt of India,DOE-F1/26/2018-PPD dated 02.04.2019 are as follows :-

(a) **UptoRs.25000** : Any of the suppliers on the GeM meeting the requisite quality,specification and delivery period.

(b) **Above Rs 25000 and uptoRs.5 Lakhs** : Through GeM seller having lowest price amongst the available sellers of atleast 03 different manufacturers on Gem meeting the requisite quality ,specification and delivery period.

(c) **Above Rs 5 Lakhs** through the supplier having lowest price meeting the requisite quality ,specification and delivery period after mandatorily obtaining bids using online bidding tool provided on GeM.

4) In view of the above, following are requested by concerned department on subject matter :-

a) Henceforth all common usable items/service available in GEM are to be **mandatorily procured through GEM portal as per GFR rule of 2017**. In case of non usage of GEM portal for procurement of common usable items/service then specific approval has to be obtained from concerned Director stating valid reason for non usage of GEM Portal and a copy of the said approval to be forwarded to Vigilance Department stating the reason.

(b) A Monthly report of common usable items /services procured by concerned department through GeM portal are to be submitted end of every month to Vigilance Department.


Chief Vigilance Officer

To

All Concerned HODs

Copy to

Director Projects & Director (S&O)-In-charge /Director (Finance)

Finance Division

Notice Board

43. Amendments in General Financial Rules (GFR) 2017 issued by Govt. of India

No.F.1/26/2018-PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

Room.No.512, Lok Nayak Bhawan,
New Delhi dated the 2nd April, 2019.

OFFICE MEMORANDUM

Subject: Replacement of name of erstwhile DGS&D (Directorate General of Supplies & Disposals) by GeM (Government e-Marketplace) in General Financial Rules (GFRs) 2017 - reg.

The undersigned is directed to refer Supply Division, Department of Commerce (DoC) OM No. 1(1)/2018-Pol. Dated 20.08.2018 proposing changes in GFRs, 2017 and to say that the proposal of DoC has been examined and it has been decided with the approval of Finance Minister to make changes to the GFRs, 2017 as tabulated below:

S.No.	Existing Provisions of GFRs, 2017	Amended Rule
1.	<p>Rule 147: Powers for procurement of goods:</p> <p>The Ministries or Departments have been delegated full powers to make their own arrangements for procurement of goods. In case, however, a Ministry or Department does not have the required expertise, it may project its indent to the Central Purchase Organisation (e.g. DGS&D) with the approval of competent authority. The indent form to be utilized for this purpose will be as per the standard form evolved by the Central Purchase Organisation.</p>	<p>Rule 147: Powers for procurement of goods:</p> <p>The Ministries or Departments have been delegated full powers to make their own arrangements for procurement of goods and services, that are not available on GeM. Common use Goods and Services available on GeM are required to be procured mandatorily through GeM as per Rule 149.</p>
2.	<p>Rule 149 Government e-Marketplace (GeM):</p> <p>DGS&D or any other agency authorized by the Government will host an online Government e-Marketplace (GeM) for common use Goods and Services. DGS&D will ensure adequate publicity including periodic</p>	<p>Rule 149 Government e-Marketplace (GeM):</p> <p>Government of India has established the Government e-Marketplace (GeM) for common use Goods and Services. GeM SPV will ensure adequate publicity including periodic advertisement of the items to</p>

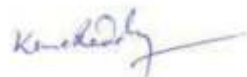
Page 1 of 5

K. K. Bhat

S.No.	Existing Provisions of GFRs, 2017	Amended Rule
	<p>advertisement of the items to be procured through GeM for the prospective suppliers. The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM. The credentials of suppliers on GeM shall be certified by DGS&D. The procuring authorities will certify the reasonability of rates. The GeM portal shall be utilized by the Government buyers for direct on-line purchases as under:</p> <p>(i) Up to Rs.50,000/- through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.</p> <p>(ii) Above Rs.50,000/- and up to Rs.30,00,000/- through the GeM Seller having lowest price amongst the available sellers, of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyer if decided by the competent authority.</p> <p>(iii) Above Rs.30,00,000/- through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM.</p>	<p>be procured through GeM for the prospective suppliers. The Procurement of Goods and Services by Ministries or Departments will be mandatory for Goods or Services available on GeM. <i>The credentials of suppliers on GeM shall be certified by GeM SPV. The procuring authorities will certify the reasonability of rates.</i> The GeM portal shall be utilized by the Government buyers for direct on-line purchases as under:</p> <p>(i) Up to Rs.25,000 through any of the available suppliers on the GeM, meeting the requisite quality, specification and delivery period.</p> <p>(ii) Above Rs.25,000 and up to Rs.5,00,000 through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where current limit of 30 lakh will continue), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. The tools for online bidding and online reverse auction available on GeM can be used by the Buyers even for procurements less than Rs 5,00,000.</p> <p>(iii) Above Rs.5,00,000 through the supplier having lowest price meeting the requisite quality, specification and delivery period after mandatorily obtaining bids, using online bidding or reverse auction tool provided on GeM (excluding Automobiles where current limit of 30 lakh will continue).</p> <p>Note: There is no change in clauses (iv) to (viii).</p>



S.No.	Existing Provisions of GFRs, 2017	Amended Rule
3.	<p>Rule 150: Registration of Suppliers:</p> <p>(i) With a view to establishing reliable sources for procurement of goods commonly required for Government use, the Central Purchase Organisation (e.g. DGS&D) will prepare and maintain item-wise lists of eligible and capable suppliers. Such approved suppliers will be known as "Registered Suppliers". All Ministries or Departments may utilise these lists as and when necessary. Such registered suppliers are prima facie eligible for consideration for procurement of goods through Limited Tender Enquiry. They are also ordinarily exempted from furnishing bid security along with their bids. A Head of Department may also register suppliers of goods which are specifically required by that Department or Office, periodically. Registration of the supplier should be done following a fair, transparent and reasonable procedure and after giving due publicity.</p> <p>(v) The list of registered suppliers for the subject matter of procurement be exhibited on the Central Public Procurement Portal and websites of the Procuring Entity/ e-Procurement/ portals.</p>	<p>Rule 150: Registration of Suppliers:</p> <p>(i) <i>For goods and services not available on GeM</i>, Head of Ministry/ Department may also register suppliers of goods and services which are specifically required by that Department or Office, periodically. Registration of the supplier should be done following a fair, transparent and reasonable procedure and after giving due publicity. Such registered suppliers should be boarded on GeM as and when the item or service gets listed on GeM.</p> <p>(v) The list of registered suppliers for the subject matter of procurement be exhibited on websites of the Procuring Entity/ e-Procurement portals.</p> <p>Note: There is no change in clauses (ii) to (iv).</p>
4.	<p>Rule 155: Purchase of goods by Purchase Committee:</p> <p>Purchase of goods costing above Rs. 25,000 (Rupees twenty five thousand only) and upto Rs.2,50,000/- (Rupees two lakh and fifty thousand only) on each occasion may be made on the recommendations of a duly constituted Local Purchase Committee consisting</p>	<p>Rule 155: Purchase of goods by Purchase Committee:</p> <p><i>In case a certain item is not available on the GeM portal</i>, Purchase of goods costing above Rs. 25,000 (Rupees twenty five thousand only) and upto Rs.2,50,000 (Rupees two lakh and fifty thousand only) on each occasion may be made on the recommendations of a</p>



S.No.	Existing Provisions of GFRs, 2017	Amended Rule
	<p>of three members of an appropriate level as decided by the Head of the Department. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under:</p> <p>"Certified that we, members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question, and it is not debarred by Department of Commerce or Ministry/ Department concerned."</p>	<p>duly constituted Local Purchase Committee consisting of three members of an appropriate level as decided by the Head of the Department. The committee will survey the market to ascertain the reasonableness of rate, quality and specifications and identify the appropriate supplier. Before recommending placement of the purchase order, the members of the committee will jointly record a certificate as under:</p> <p>"Certified that we, members of the purchase committee are jointly and individually satisfied that the goods recommended for purchase are of the requisite specification and quality, priced at the prevailing market rate and the supplier recommended is reliable and competent to supply the goods in question, and it is not debarred by Department of Commerce or Ministry/ Department concerned."</p>
5.	<p>Rule 225 (xiii): Copies of all contracts and agreements for purchases of the value of Rupees Twenty-five Lakhs and above, and of all rate and running contracts entered into by civil departments of the Government other than the departments like the Directorate General of Supplies and Disposals for which a special audit procedure exists, should be sent to the Audit Officer and /or the Accounts officer as the case may be.</p>	<p>Rule 225 (xiii) Copies of all contracts and agreements for purchases of the value of Rupees Twenty-five Lakhs and above entered into by civil departments of the Government, should be sent to the Audit Officer and or the Accounts officer as the case may be.</p>

2. It has been also decided to delete Rules 148,156,159(iv),160(iii),173(xv) and 174(iv) of GFRs, 2017 related to rate contracts.

3. This OM is also available on our website www.doe.gov.in -> Notification -> Circular -> Procurement Policy OM.

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4. Hindi version of this OM will follow.

Kan Reddy 2/4/2019
(K Narayana Reddy)
Under Secretary to the Govt. of India
Telfax:-24621305
Email:-kn.reddy@nic.in

To

- (i) Secretaries to All Central Government Ministries/ Departments
- (ii) Financial Advisors of All Central Government Ministries/ Departments

44. Guidelines for Payment to Seller in GeM issued by Govt of India

No. F.6/18/2019.PPD
Government of India
Ministry of Finance
Department of Expenditure
Procurement Policy Division

512, Lok Nayak Bhawan,
New Delhi Dated the 23rd January, 2020.

OFFICE MEMORANDUM

Subject: Procedures for payments for Goods / Services to Sellers / Service Providers in Government e- Marketplace (GeM)- through PFMS and by non- PFMS Agencies/ Entities (NPAE)-- reg.

Ref: OM No. F.26/4/2016.PPD dated 20.09.2016 and OM No.F.13/4/2017-PPD (Pt.) dated 14.08.2018 on the above Subject.

In supersession of the above referred OM dated 20.09.2016 and OM No.F.13/4/2017-PPD (Pt.) dated 14.08.2018 and pursuant to Rule No. 149 of GFR 2017, the following procedures are prescribed for making payments to the Sellers /Service Providers in GeM which shall be complied and adhered to by all concerned for different type of contracts such as

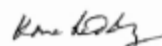
- a) Supply of Goods& Services
- b) Supply, Installation, Testing and Commissioning of Goods
- c) Supply, Installation, Testing, Commissioning of Goods and Training of operators and providing Statutory Clearances required (if any)

2. In respect of contracts for Supply of Goods, 100% payment including GST should be made after receipt and acceptance of Goods and generation of "Goods CRAC" (Consignee Receipt and Acceptance Certificate) subject to recoveries, if any, either on account of short supply and Liquidated Damages etc. for delay in supply.

3. In respect of contracts for Services, payment should be made as per periodicity defined in the contract i.e. Monthly, Quarterly or any other pre-defined payment periodicity. 100% payment including GST for the particular payment cycle should be made after receipt and acceptance of the Services and generation of "Service CRAC" (Consignee Receipt and Acceptance Certificate) subject to recoveries, if any, either on account of short supply, SLA (Service Level Agreement) deviations and Liquidated Damages for delay in supply etc.

4. In respect of contracts for Supply, Installation, Testing, Commissioning of Goods and Training of operators etc. the complete cost break-up indicating Basic price, GST, Installation and commissioning charges, Incidental Services, training etc. is to be indicated separately in the bid. In order to cater to installation intensive products, the different configurable payment terms will have to be incorporated in GeM functionalities (depending upon the quantum of installation and turnkey work required).

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- (a) **First Milestone - On delivery of goods:** 80 to 90% payment (lower initial payment if installation scope is very extensive) of the basic price of Goods along with 100% GST on the Goods Price but excluding installation, testing and commissioning and other charges should be paid after receipt Goods and generation of "Delivery CRAC for initial payment". This will be issued after physical verification of quantity only but without commitment about quality or functionalities etc. which would be verified after installation / commissioning etc. While creating the bid, Buyer shall have functionality to define the percentage of payment linked with delivery of Goods.
- (b) **Second Milestone - On Acceptance after installation, testing and commissioning :** Balance 10 % to 20% payment of the basic price of Goods and 100% charges for installation, testing and commissioning and other charges along with GST on these charges should be paid after installation and final Acceptance of Goods and generation of "Installation CRAC" to be issued by the End User / Consignee. Recoveries, if any, either on account of short supply and Liquidated Damages etc. for delay in supply and / or installation etc. shall be made from the payment due under this milestone. While creating the bid, Buyer shall have functionality to define the deliverables in this milestone and the percentage of payment linked with this milestone.
- (c) **Third (and subsequent) milestones - Payment of Incidental Costs:** 100% Payment related to Incidental costs at consignee site towards Incidental Services (such as providing training, or other work / service as per scope defined in the contract), to be paid on submission of "Final CRAC" by the End User / Consignee. While creating the bid, Buyer shall have functionality to define the deliverables in this milestone. In exceptional cases, Buyer may choose to split this milestone as required.

5. In case of contracts for Supply, Installation, Testing, Commissioning of Goods bundled with one or more Services such as Comprehensive Maintenance, Human Resource hiring for pre-defined time periods etc., the payments for Goods shall be governed by Para 4 above while payment for Services shall be Governed as per Para 3 above.

6. In case of Milestone Based Payments, separate timelines / delivery periods for each milestone will be provided. In case of supply and installation contracts, the delivery period may be specified by filling up the blanks as under:

- a) **First Milestone - For delivery of goods at site:** ----- days/ months from date of issue of contract with provision for staggered / multiple delivery period for same consignee.

- b) **Second milestone - Installation, Testing and Commissioning etc. of goods:** ----- days / months from the date of handing over of site complete in all respect as per contract.
- c) **Third (and subsequent) milestones - Incidental Services etc.:** ---- days after installation and commissioning.

7. The payments on GeM are primarily categorized under two heads i.e. through **PFMS** or GeM Pool Account. The detailed instructions for both type of payment system are as under:

A. Payments through PFMS:

i) The Central Government Buyer i.e. the concerned Programme Division or Administrative Unit in a Ministry/ Department will place the Contract online after taking prior approval of the Competent Authority for procuring a particular Good or Service. Inter-alia, the Contract form will also contain the following fields including fields required for payment related processes:

- a). Administrative approval of the Competent Authority indicating the designation of the approving authority,
- b). Approval of Competent Financial Authority indicating designation of the officer;
- c). Whether IFD concurrence required? (Yes/No)
- d). If yes, then IFD Diary No. & Date
- e). Budget Head of Account and Year, Major/Minor/Sub-head/Detailed Head/Object Head as in Detailed Demands for Grants.
- f). Budget availability as on date (Yes/No)
- g). Amount (Contract Value) Rs..... (Budget to be blocked)
- h). If expenditure is committed for more than a year, the year-wise details _ (portal should generate a Liability Register for recording multi-year payment commitments, the format for which is prescribed in Rule 53 of the GFR)

ii) . When these fields are duly captured, the Buyer will be in a position to place the Contract online. The GeM portal will generate a Sanction Order and the Contract which will be digitally/e-signed by the Buyer. These documents duly digitally/e-signed by the Buyer will be made available online to the concerned DDO and PAO or Paying Authority as defined in the contract and Seller/ Service Provider. The DDO and PAO/Paying Authority shall have access to the Contract online in order to ensure that the Bill is generated at the stage of payment in accordance with the contractual provisions.

iii). The GeM portal will send the Sanction Order details to PFMS.

iv). On issue of Sanction order and placing the Contract for goods, the full amount required from the relevant Budget Head should be blocked in the PFMS. In cases of Services, amount should be blocked for one payment cycle as defined in the contract. Before releasing payment for any cycle, the funds required for the next

payment cycle should be blocked so as to ensure availability of payable funds for the next payment cycle. Blocked fund will be treated as accrued expenditure by PFMS for the financial year in question and it will not be withdrawn for any other purpose other than the one for which the amount is Blocked.

v). Should it be necessary to amend the Contract, such Amendment in the Contract with due approval of the Competent Authority and acceptance of the Seller/Service Provider (wherever required) shall be made available to the Seller / Service Provider/DDO/PAO/Paying Authority on the GeM portal.

vii). Similarly, in the event of complete / partial cancellation of the Contract the information would be made available to the Seller/Service Provider, DDO and PAO on the GeM portal. In that event, funds so blocked earlier would be released to the extent of cancelled amount.

viii). The Programme Division/Administrative Unit in the Ministries/Departments shall periodically review the blocked budget to ensure that funds are utilized within the same financial year

ix). The Performance Security (if any) would be obtained from the Seller/Service Provider as per Contract, and their details would be reflected on the GeM portal by the Buyer.

x). **Provisional Receipt of Stores on GeM:**

- a) On dispatch of Goods, the Seller would enter the Dispatch Details and date of Dispatch and will upload documentary evidence of Dispatch against each consignment on GeM Portal. All these documents and details shall be shown to the Consignee on his dashboard and shall also be notified to the consignee on his e-mail and on his registered mobile number.
- b) The Seller shall prepare an electronic Invoice, digitally/e-signed, on GeM portal and shall submit the same on-line to the Buyer. GeM portal will send an SMS/ email alert to the Buyer, on submission of Invoice. This Invoice will contain mode of dispatch of goods, dispatched/delivered quantity with date and all inclusive price claimed based on digitally/e-signed Contract. In case Services are procured, the required data as per Contract may be incorporated in the Invoice.
- c) After actual delivery of goods at consignee destination / milestone achievement (such as completion of installation / commissioning or training etc. as defined in the contract)/ service delivery, Seller would enter the actual date of delivery / milestone achievement / Service Log-sheet (as applicable) and will upload documentary evidence for the same duly digitally signed / e-signed. All these documents and details shall be shown to the Consignee on his dashboard and shall also be notified to the consignee on his e-mail and on his registered mobile number. In case of Services Contracts, the Service Provider

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will fill up the required data as per the contract (such as log sheets and /or Invoice etc duly digitally signed / e-signed).

- d) Immediately upon above entry by Seller / Service Provider regarding delivery of goods/ milestone achievement/ service delivery, an alert will be flashed on the Dashboard of the consignee and an email and an SMS Alert will be sent to Consignee informing that consignee has to mandatorily acknowledge receipt of stores / milestone achievement / service delivery through generation of PRC on GeM. The Buyer/Consignee should receive the Goods/Services and issues an online Provisional Receipt Certificate (PRC), within 48 hours, on 'said to contain basis' on the GeM portal with his/her digital signature / e-sign, mentioning the date of Receipt. (From this date of receipt mentioned in PRC, the period of ten (10) days for consignee's/buyer's right of rejection and return policy would be applicable unless otherwise specified in a particular contract)
- e) In case the consignee does not issue PRC within 48 hrs from entry of delivery of goods/ / milestone achievement/ service delivery by Seller/ Service Provider, an alert will be flashed on the dashboard of the consignee and an email and an SMS Alert will be sent to Consignee and Buyer informing that consignee has to mandatorily acknowledge receipt of stores/ milestone achievement / service delivery through generation of PRC on GeM.
- f) After expiry of 72 hrs. from the first alert, another alert will be flashed on the dashboard of the Consignee, Buyer including HoD and an email along -with an SMS Alert to Consignee , Buyer, HoD informing that consignee has to mandatorily acknowledge receipt of stores/ milestone achievement / service delivery through generation of PRC on GeM and if the time limit of 96 hrs expires from the date of delivery of goods/ milestone achievement/ service delivery as per entry made by Seller/ Service provider and if the consignee does not acknowledge receipt of stores/ milestone achievement / service delivery by generating PRC or disputes the same by rejecting receipt, it would be presumed that goods have been delivered/ milestone achievement / service delivery has been made to consignee and PRC will be auto generated by the system (Deemed PRC).
- g) However, if the consignee does not issue PRC within 96 hrs from delivery of goods/ milestone achievement/ service delivery as per entry made by Seller/ Service provider ,GeM System/Portal would auto generate unsigned PRC considering the date of delivery of goods/ milestone achievement / service delivery as indicated by the seller as deemed date of receipt for issuance of PRC. GeM portal shall also send periodic notifications every 24 hrs. to the Consignee, Buyer and the HoD about issuance of auto generated Deemed PRC for next 48 hrs.

- h) In case the PRC is auto-generated, the consignee shall have the provision on GeM to respond back within 48 hrs, if the goods have not been received or short received recommending to cancel or amend/correct the date of receipt / quantity in the auto-generated Deemed PRC. In case nothing is reported / corrected by consignee on the system, it will be presumed that the consignee has nothing to say and the auto-generated Deemed PRC will be considered as final for all purposes.
- i) If it is found at any stage that seller/ service provider has sent/ uploaded wrong information on GeM, based on which PRC has been wrongly auto generated , the seller/ service provider will be dealt severely and should be debarred by GeM for three years.

xi) . **Consignee Receipt and Acceptance of Stores on GeM:**

After issue of PRC/ Deemed PRC, the system will start sending an alert on the Dashboard of the consignee and an email and an SMS Alert will be sent as per escalation matrix specified below to issue the CRAC within 10 days:

- a) Level 1 - Upto 3 days – Consignee
- b) Level 2 - 4 and 5th day - Consignee and Buyer
- c) Level 3 - 6 to 10th day - Consignee, Buyer, HOD

After verification including assessment of quality and quantity of goods /verification of completion of all deliverables defined in the milestone / completion of service for the defined period, the Consignee(s) will issue an on-line digitally/e-signed Consignee's Receipt & Acceptance Certificate (CRAC) (Goods CRAC/ Service CRAC / Delivery CRAC / Installation CRAC / Final CRAC as the case may be) (within 10 days (unless otherwise specified in a particular contract) of date of receipt indicated in PRC / deemed date of receipt as indicated in Deemed PRC. The CRAC would clearly indicate the Order quantity/ milestone achievement / service delivery, rejected quantity/ unacceptable milestone achievement /unacceptable service delivery (if any, with reasons for rejection including shortages/damaged/unaccepted quality), quantity / milestone achievement/ service delivery accepted and cleared for payment. However, if the consignee does not issue CRAC within 10 days (unless some other time line is specified in a particular contract for issue of CRAC), on 11th day from the date of receipt / deemed date of receipt of quantity/ milestone achievement / service delivery as indicated in PRC, GeM System/Portal would auto generate unsigned CRAC which, backed with digitally/e-signed PRC or deemed PRC based on Seller Evidence for the corresponding quantity/ milestone achievement / service delivery shall be taken as deemed acceptance for payments in lieu of the requirement of digitally/e-signed CRAC. This will be made available on GeM to the Buyer/ Seller and also the concerned DDO (if applicable) and PAO/Paying Authority. The GeM portal would generate a unique serial number for CRAC relating to concerned DDO (if applicable) & PAO/Paying Authority, so that the payments are made seriatim.

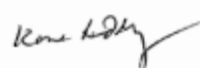
In case the CRAC is auto-generated, the consignee shall have the provision on GeM to cancel or amend the auto-generated CRAC within 72 hrs, if the goods have not been accepted or found defective / short received. In case nothing is corrected by consignee on the system, it will be presumed that the consignee has nothing to say and the auto-generated CRAC will be considered as final for all purposes including payments.

xii). After generation of CRAC, the Buyer shall prepare 'Payment advice' on GeM Portal, indicating any contractual deductions such as penalties for violation of Service Level Agreement (as applicable)/Liquidated Damages for delayed supplies/ milestone achievement/ service delivery etc. which will be used by GeM portal to compute the net amount payable for the accepted quantity/ milestone achievement/ service delivery after factoring in the contractual deduction(s) and generate claims for payments digitally/e-signed by the Buyer. This claim for payment shall be made available to the DDO on GeM Portal and the requisite data will also be pushed online in the PFMS. DDO will log into PFMS and generate the Bill against the said claims and forward the same to the PAO/Paying Authority for payment, after deducting any statutory deductions including TDS as applicable.

xiii) It is obligatory to make payments without any delay for purchases made on GeM. In no case should it take longer than the prescribed timelines. The timelines after Consignee Receipt and Acceptance Certificate (CRAC) issued on-line and digitally/e-signed by consignee, will be two (2) working days for Buyer, one (1) working day for concerned DDO and two (2) working days for concerned PAO for triggering payment through PFMS for crediting to the supplier's account. In case of return of Bills by PAO/Paying authority, the discrepancies should be addressed by concerned Buyer/DDO within one working day and thereafter on re- submission of Bill the PAO should also not take more than one (1) working day for triggering payment to the Seller/ service provider Any matter needing a resolution will be escalated to the next higher level in each agency (Buyer, DDO and PAO) where the matter should be resolved within 24 hours. In the entire process, time taken for payment should not exceed ten (10) days including holidays

xiv) . After online pre-check of all relevant documents, PAO/Paying Authority shall debit the Government account, releasing the corresponding payment through PFMS / to be credited into the bank account of the Seller/service Provider. The payment so released shall be credited to the Seller/Service Provider account within 24 hours (excluding public holidays), by the Bank. SMS alerts shall be sent to the Seller/Service Provider and Buyer after the payment is authorized by PAO and also after the confirmation of the payment by the Bank. The payment authorization as well as payment confirmation details shall be shared by PFMS on the GeM portal. The PAO/Paying Authority and DDO shall comply with the provisions of General Financial Rules for budget implementation.

xv) In case of return of Bill, if necessary by PAO/Paying Authority, it should be made online with all queries/discrepancies/reasons for rejections indicated in one go with the approval of competent authority, to the DDO/Buyer for the needful corrections at their end.



xvi) The DDO shall also be responsible for issuing TDS certificate (as per Income Tax Act, 1961 amended from time to time) to the Seller after release of the payment to the Seller/Supplier. The DDO shall also be responsible for deduction of TDS on GST as per GST provisions and to deposit the same with the Govt. as per GST rules and issue Form GSTR 7A to the person whose TDS has been deducted.

xvii). GeM System/Portal would also have on-line provisions for generating supplementary Invoice(s) for claim/refund of statutory changes in Duties and taxes, if any, as above. A provision for all types of refunds/claims should be available on-line through PFMS.

xviii). In terms of the provisions of the Information Technology Act 2000 as amended from time to time, digitally/e-signed online documents generated on GeM shall be treated at par with ink-signed documents for release of payment to the Seller/Service Provider and no ink signed paper/documents shall be demanded/insisted.

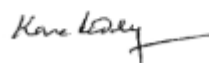
xix). The multi-year liabilities so created as referred to in Para 7(i) (h) above shall be reviewed regularly by the Programme Division/Administrative unit in consultation with the Financial Adviser. The consolidated information on the total committed liabilities, year-wise, shall be submitted by the Financial Adviser to the Budget Division, Department of Economic Affairs, Ministry of Finance for suitably reflecting in the Budget Estimates for the relevant financial year and in the Medium Term Expenditure Framework (MTEF).

xx) For all contracts placed through GeM, the payment through PFMS to all Sellers/ Service Providers must be released online only against electronic bill generated on GeM. No offline payment should be made in such cases to avoid double payment. Only in exceptional cases such as non-availability of the GeM platform or long shutdown of internet services at Buyer location or similar force majeure conditions, such off-line payments can be resorted to subject to the condition that immediately after resolution of the problem, necessary entries would be made on-line in GeM portal to obviate the possibility of double payment.

B. Payments for Non- PFMS Agencies/ Entities (NPAE):

i) Non-PFMS Agency/ Entity (NPAE) is a Government of India (GoI) not using PFMS for its payments of transactions and having their own payment system for making payments against contracts placed for goods/services placed by the NPAE on GeM. All NPAE shall open & operate a special purpose account namely GeM Pool Account for the purpose of ensuring prompt payment to Seller/Service Provider of GeM who supply Goods/ Services to the NPAE through GeM.

ii) Accordingly, all the Organisations/ Departments including CPSUs, Municipalities, Educational Institutions, Autonomous bodies, Societies, etc. not operating through PFMS shall be covered under these instructions. These organisations are hereby directed to open, operationalize and operate a GeM Pool Account (GPA) for all procurement. GPA is a special purpose bank account (interest



bearing savings/current Account) opened, operated and controlled exclusively by each NPAE. GeM Pool Account shall be mandatory for all procurement irrespective of value. The GeM Pool Account shall be opened, operated and controlled exclusively and completely by the buyer entity/agency subject to certain restrictions on withdrawals of funds as explained in succeeding paragraphs. The Account shall carry interest applicable to savings/ current account. Such account shall be opened in any scheduled bank having already integrated the pool account with GeM.

iii). The following are the core elements of GPA that should be incorporated during the opening and operations / procurement stages:

- a) The NPAE will open the GPA (as a savings or current account) which will be utilized by buyer through the online integration of Bank with the platform owned and maintained by GeM SPV, as per Service Level Agreement (SLA), and solely for procurement of goods and services on GeM.
- b) The terms and conditions of procurement on GeM will be part of the operations agreement between the bank and the NPAE.
- c) The role of the bank will be limited to ensuring operations of the account on the instruction of the NPAE through the authorized NPAE nodal officer for GeM/ buyer.
- d) Real time details of all operations of the account will be shared by the bank, in a mutually accepted format (to be amended from time to time) with the NPAE, only through the GeM Platform.
- e) Once a sub-account/ transaction specific account is credited with an amount, the NPAE cannot withdraw this amount, apart from transfer to the designated Seller/Service Provider, till such a time that the transaction is live.
- f) Any withdrawal/transfer by the NPAE from this account, except for payment to the Seller / Service Provider, would be permitted in the following conditions.
 - Order cancellation
 - Order rejection
 - Refund

All the above situations would first be required to be enabled/ flagged on the GeM Platform for the NPAE to be able to act accordingly.

iv) While procuring goods & services through GeM, the NPAEs should credit 100% of the projected Contract Value in case of Goods Contract in their GeM Pool Account before award of contract. In cases of Services, amount should be credited for one payment cycle as defined in the contract and before releasing payment for any cycle, the funds required for the next payment cycle should be credited so as to ensure availability of payable funds for the next payment cycle. Payment so credited will not be withdrawn for any other purpose other than the one for which the amount is credited into GeM Pool Account.

v) After placement of contract on GeM, the process for PRC and CRAC will be same for NPAE category also as indicated in Para 7 (A) (x) above regarding

Provisional Receipt of Stores on GeM and Para 7 (A) (xi) Consignee Receipt and Acceptance of Stores on GeM for PFMS Buyers.

vi) After issue of CRAC, NPAE Nodal Officer shall issue an advice without delay to the bank to release actual amount payable to Seller / Service Provider as per terms of contract from the GeM Pool Account. On authorization, the bank should transfer the prescribed amount to the Seller/Service Provider supplier mapped in the transaction.

vii) In case of a Service level agreement (SLA) breach on the part of the NPAE in terms of payments to the Seller/Service Provider, GeM will intimate the buyer and bank of the same. Post such intimation, and non-action on the part of the NPAE with respect to payment transfer, bank will release payments for the delivery of goods at consignee destination / milestone achievement (such as completion of installation / commissioning or training etc. as defined in the contract) / service delivery as notified in the terms and conditions of procurement on GeM to the Seller/Service Provider mapped in the transaction. Such a provision is required to be incorporated in GPA and should be considered as a standing instruction from the NPAE to the bank. The residual amount cannot be withdrawn/ transferred by the NPAE, in such cases.

viii) In case, even after 10 days of issue of Consignee receipt and acceptance certificate (CRAC)/ auto generated CRAC , the buyer has not initiated the payment process through the GeM platform, a payment trigger will be automatically generated for payment equivalent to 80% of the corresponding quantity/ milestone achievement / service delivery deduced by the system as per CRAC. Simultaneously intimation will be sent to the HoD, buyer and NPAE Nodal officer for GeM, regarding the release of payment, at their risk and cost in line with the terms and condition (T&C) and SLA of procurement on GeM. The residual payment of 20% is to be processed by the buyer within 35 days after adjusting for any statutory deduction and damages, failing which after 35 days, the same will be released to the Seller/Service Provider automatically through an alert to the bank by the GeM Platform, after statutory deductions and any system know deductions.

ix) Unutilized funds after closure of the Contract and interest accrued on the credited amount will be at the disposal of nominated NPAE Nodal officer, who may advise banker for further action as deemed fit.

x) The Steering Committee on GeM of each Ministry should monitor the implementation of these instructions regarding operationalization of GeM Pool Account.

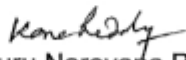
xi) Ministries/ Departments of Government of India are accordingly requested to issue necessary instructions to all Non-PFMS Agencies/ Entities under their control.

8. In case any Non PFMS Agency / Entity decides with the approval of their Competent Authority to have integration of their on-line payment Systems with functionality for Blocking of Funds etc. as per PFMS system of payments, the Payment procedures outlined for PFMS in Para 7 (A) shall be mutatis mutandis applicable to them.

9. Currently, for unlocking of funds, especially during the fag end of the financial year, buyers need to send emails etc. to GeM. Thereafter, GeM manually unlocks the payments. GeM will automate this whole process.

10. The above procedures and time lines shall be strictly adhered to by the Ministries/Departments with effect from 01.07.2020.

11. This issues with the approval of Secretary (Expenditure).


(Kotluru Narayana Reddy)
Deputy Secretary to the Govt. of India
Telfax:-24621305
Email:- kn.reddy@gov.in

To,

All the Secretaries and Financial Advisers to Government of India

Copy to:

1. CGA, CGDA, FC/Railway Board - For information and necessary action.
2. Secretary, Department of Public Enterprises with a request to issue appropriate instructions to Public Sector Undertakings in this regard.

45. Resolving Issues on GeM - HELPDESK:

The GeM portal is continuously undergoing changes to its software as informed by GeM SPV and hence, users will refer extensively to the training resources and documentation available on the website of GeM. There is also a support Helpdesk of GeM, the contact details of which are available on their website. Users will resolve their difficulties with the GeM support Helpdesk. GeM has put in place an Escalation Matrix. First level of contact to user is HelpDesk. The first level of interface for the user to address their issues would be the Helpdesk who would register the complaint and provide a ticket to the user to help in tracking the issue. The contact details of first point of HelpDesk are as under (users shall confirm latest contact details from GeM before proceeding for any communication):

Toll free numbers: 1800-419-3436, 1800-102-3436

Web. ticket on gem.gov.in/gemtickets

Email id: helpdesk-gem@gov.in

46(a) Escalation Desk:

The maximum permissible time for resolving the issues relating to GeM operations is 48 hours. In case the issue has not been resolved by HelpDesk even after 48 hours, the user can directly contact the next level through email. The issue specific emails for 2nd level of contact are as under:

1. Buyer Registration, log-in related issues : buyer.registration@gem.gov.in
2. Direct Purchase/L1/PAC : direct.purchase@gem.gov.in
3. BID/RA related issues : bid.ra.gem@gem.gov.in
4. Order process related issues : order.process@gem.gov.in
5. Payment process related issues : payment.process@gem.gov.in

User shall take up the issues directly with the escalation desk only if the issue is not resolved even after 48 hours of generating a ticket with the HelpDesk. User will mandatorily indicate the CRM ticket number while taking up the unresolved issues with Escalation Desk. In the absence of CRM ticket number or requests received directly without first contacting HelpDesk; the Escalation Desk would redirect the mail to Helpdesk. Hence, user will not contact Escalation Desk in first attempt as it would create delay in resolving the issue.

GeM Support - Channels to Assist You



Need help?



helpdesk-gem@gov.in



Through the GeM Portal



**GeM Office
2nd Floor,
Jeevan Tara Building,
Patel Chowk,
New Delhi.**



**1-800-102-3436
1-800-419-3436**



Monday to Saturday



08:00 AM to 08:00 PM



CHENNAI METRO RAIL LIMITED

(A Joint Venture of Govt. of India and Govt. of TN)

CMRL Depot, Admin Building, Poonamallee High Road,
Koyambedu, Chennai - 600 107.



044 2379 2000



cvo@cmrl.in



www.chennai-metro-rail.org