



हैदराबाद विश्वविद्यालय
University of Hyderabad

Model Guidelines for Procurement of Goods & Services through GeM

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IMPLEMENTATION OF GeM (GOVERNMENT e-MARKET PLACE)

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 transparent and efficient manner.

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

3. General Terms and Definitions:

(a) **“APPLICABLE LAWS”** shall mean any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy or other governmental restriction as may be in effect.

(b) **“GOODS”** shall mean an Article / product or an intangible product like software, technology transfer, licenses, patents or other intellectual properties being offered for sale on the GeM portal by Seller(s) on GeM. The term ‘Goods’ shall also include works and services which are incidental or consequential to the supply of such goods, such as, transportation, insurance, installation, commissioning, training and guarantee / warrantee obligations as defined in the scope of supply given in the contract.

(c) **“SERVICES”** shall mean the services offered or provided by the Seller such as IT Professional Services, Manpower Services, Security Services, Transport Services, etc. listed as Services on GeM. The term ‘Service’ shall also include supply of goods / articles which are incidental or consequential to the provisioning of such Services as defined in the scope of supply given in the contract.

(d) **“SERVICE LEVEL AGREEMENT (SLA)”** shall mean the Contractual Commitment that prevails between the Buyer and the Service Provider with regard to type of service to be provided, deliverables, desired performance

level, reliability and responsiveness, monitoring process and service level reporting, response and issue resolution time-frame, repercussions / penalties / remedies for service provider not meeting its commitment. The SLA of a particular contract may carry the matrix regarding the delivery of the goods and/or services and the corresponding penalties or remedies and liquidated damages as applicable.

(e) **"CATEGORY SPECIFICATION"** shall mean the framework of technical features, functional capabilities, technical properties, certifications of the items etc. in a particular category. The Specifications shall identify the key parameters defining the products with all necessary validations related to configuration, type of data, restrictions, range / allowed values, allowed units etc. Sellers as well as Buyers while offering / buying the Goods / services shall have to comply with the validation rules / restrictions provided for in the Category Specification. Buyers / Sellers cannot add parameters and / or drop down values not provided for in category Specification. If any Buyer / Seller desire to add new parameter, value, validation etc. against any category specification, they have to raise request for the same to GeM for incorporation in Category Specification.

(f) **"BUYER"** is the Contract placing authority, which includes Central/State Government Ministries/Departments including its attached/subordinate offices, Central/State Public Sector Units (PSUs) and Autonomous Bodies acting through its authorized officer(s) for and on behalf of President of India/Governor of the State /PSU/Autonomous Bodies, as the case may be, for purchase of Goods/Services offered by Sellers on GeM.

(g) **"SELLER / SERVICE PROVIDER"** on GeM shall mean any legal entity such as firm(s) of Proprietorship / Partnership Firm / Limited Liability Partnership / Private Limited / Limited company / Society registered under Society's Act / Statutory Bodies etc., registered on GeM to sell its Good(s) / Service(s) to the Buyers registered on GeM.

The "Seller on GeM" will be either OEM (Original Equipment Manufacturer*) or Seller having authorization to sell products manufactured by the OEM in open market.

* OEM is the owner of the Brand / Trademark of the product being offered or in case of un-registered brand's products / products with own brand, the actual manufacturer of the final product.

In case of Services related to Goods, Service Provider on GeM will be either OEM or Service Provider having authorization to Service products manufactured by that OEM in open market. In respect of other Services, Service Provider on GeM will be any legal entity offering its services.

By registering on GeM portal, Seller / Service Provider hereby agrees to be bound by these General Terms and Conditions for Sale / Purchase of Goods and / or Services (GTC); Product / Service Specific Special Terms and Conditions (STC) and Service Level Agreements (SLAs) for various Services; and Additional (Bid Specific) Terms and Conditions (ATC) as applicable.

For the purpose of this document and transactions on GeM, Seller as well as Service Provider will be referred to as "Seller"

(h) **"USER ID and PASSWORD"** All users including Buyers and Sellers (primary as well as secondary) will get User ID and Password created on GeM following due registration process defined on GeM. 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 and GeM shall not be responsible in any manner.

(i) **"LICENSE"** shall mean by registering the Seller and by offering Product / Service details on GeM, the Seller grants GeM a non-exclusive, royalty-free, irrevocable, perpetual and fully sub-licensable right to use, reproduce, modify, adapt, publish, translate, distribute, and/or display the content/materials which has been submitted to GeM excluding Aadhaar No. In case of registration of Primary user and creation of secondary user(s) by the Buyer/Seller, their Aadhaar (UID) details collected by GeM are solely for user verification and to apply e-signing on the documents. The e-sign is at par with digital signatures as per Information Technology Act Amendment 2008 and it works based on details available in Aadhaar database of UIDAI and there is no interference / intrusion in their personal details.

(j) **"CONTRACT"** shall mean the purchase order created / issued by the Buyer on GeM for supply of Goods / Services in electronic form which includes scope of supply, delivery instructions and specifications etc. as ordered by Buyer against such Contract besides the subject GTC, STC/ATC as the case may be .

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 central Government Departments 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 on-line 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 up to 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 even for procurement less than Rs. 5,00,000/-

(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 is applicable only for purchases made through GeM. For purchases, if any, outside GeM, relevant GFR Rules shall apply.

(vi) The Departments/units shall work out their procurement requirements of Goods and Services on either "OPEX" model or "CAPEX" model as per their requirement/ suitability at the time of preparation of Budget Estimates (BE) and shall project their Annual Procurement Plan of goods and services on GeM portal within 30 days of budget approval.

(vii) The Government Buyers may ascertain the reasonableness of prices before placement of order using the Business Analytics (BA) tools available on GeM including the Last Purchase Price on GeM, Department's own Last Purchase Price etc.

(viii) 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.

5. Proprietary Article Certificate (PAC) Buying:

While making procurement under PAC Buying on GeM, Buyer has to comply with following conditions:

(a) 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.

In situations where there is only one offer available in a product/ service category and/or there is offer from only one Seller after filter based search, the buyer may be required to mandatorily take the item to bidding stage and proceed accordingly.

Or

The Buyer may hold on their procurement till such time, more Sellers list their products/services.

6. General Guidelines for Purchase through GeM at University of Hyderabad.

For smooth implementation of GeM across all the Schools/Departments the following instructions/SOP/procedures may be followed:-

(A).General Instructions

- i. Ensure availability of funds - do not float tender and place supply order without funds.
- ii. Due sanction of the competent Authority must be obtained as per the University of Hyderabad rules/delegation of powers/ UHPP before placing any order on GeM. A copy of sanction is required to be uploaded on GeM portal while placing orders.

IMPORTANT NOTE : The internal control mechanisms (for example Purchase proposal routing through purchase committee, IAO, FO, obtaining approvals of competent authority etc depending on value of purchase) shall continue to be as laid down in UHPP. Buyers shall complete the approval process offline in the same manner which was being followed hitherto. Delegation of financial powers remain unchanged.

- iii. Rule 149 of GFR allows direct on-line purchases on GeM upto Rs 25,000/- through any available suppliers on GeM, meeting the requisite quantity, specification and delivery period. However, this is subject to the procuring authorities certifying the reasonability of rates. While making such direct on-line purchase below Rs 25,000/- the buyer should have the approval of authority (as per delegation of powers) and should record the reasons for selecting the specific product if lowest priced products are not being accepted/ordered.
- iv. For purchases above Rs 25,000/- upto limit of Rs 5,00,000/- : through the GeM Seller having lowest price amongst the available sellers (excluding Automobiles where limit of Rs.30,00,000/- will be applicable), of at least three different manufacturers, on GeM, meeting the requisite quality, specification and delivery period. Buyers may however go for online bidding process or reverse auction as per the instructions available on GeM to get competitive price and the order should be placed with the lowest bidder only.
- v. The e-Bidding 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.
- vi. Performance Security / Performance Bank Guarantee (PBG) to be obtained for the contracts shall be as stipulated in UHPP and GeM.
- vii. Prices on GeM are dynamic and to be used for procurement of via GeM only. These prices cannot be used as reference to buy from outside GeM.
- viii. Once invoice is generated by the seller after CRAC is generated by buyer, ensure that the bill with all necessary documents is forwarded to the Finance Branch within 3 days, with clear marking on the top as "GeM procurement-on priority". Since the total time limit for payment is 10 days from date of generation of Consignee Receipt and Acceptance Certificate(CRAC)/Invoice, any delay in submission of the bill / payment may result in buyer being marked ' red buyer ' and account suspended from GeM as per rules in vogue of GeM.

NOTE:

- a. The University of Hyderabad is entitled for concessional rate of GST at 5% on all goods and services procured for carrying out research activities as per Notification issued by the Government of India, Ministry of Finance dt. 14th November ,2017 and subsequent amendment dated 25.01.2018. To avail the concessional rates, the buyers are encouraged to go for bidding and incorporate suitable clause in the bid document to this effect. Concessional rates are not available on direct purchase through GeM.
- b. Negotiations are strongly discouraged. However they may become necessary in exceptional circumstances. Negotiations, if any, may be carried out only with the due approval of the competent authority and in accordance with the rules laid down in the UHPP, GFR 2017, GeM and Central Vigilance Guidelines.
- c. In the event of receipt of abnormally low price bids, the same may be rejected after determining / evaluating that the bidder has substantially failed to demonstrate its

capability to deliver the contract at the offered price as per the instructions contained in the O.M no F.12/14/2019-PPD dt. 06.02.2020.

7. Standard Operating Procedure(SOP)/Requirements to utilize the GeM portal

i. For Using GeM portal first a Primary User needs to register on GeM portal. The Registrar, University of Hyderabad has been registered as the Primary user on behalf of University of Hyderabad on GeM.

ii. Role of Registrar, UoH (Primary User) in GeM is to create Secondary users for various dept/centres i.e. Buyer, consignee and Paying Authority.

iii. The request for creation of Buyer/consignee along with the names can be sent to the Registrar, UoH duly forwarded by the concerned HOD/Dean/Director of Centre. Buyer and Consignee can be the same person.

iv. Once the Registrar, UoH (the Primary user) has added the secondary user, User ID and link for self registration of Secondary user will be sent to the secondary user's Email ID and mobile number respectively.

v. Any faculty/officer of the department can be made Secondary user. However, Secondary user may not be below the rank of Section Officer. Requirement of registration on GeM are

as follows: Aadhaar linked with mobile no. (To receive OTP for e-sign) and an e-mail ID .

vi. Three types of roles are performed by Secondary users in GeM portal.

a) Buyer: Buyer selects the item for purchase and will place the order on behalf of his Department or project. Buyer can be Head of Department/Director of the Centre/Principal investigator for Research Projects etc. After receipt and acceptance of goods, within 3 days , the buyer will generate a physical bill as per the existing procedure in UoH. Simultaneously, he will also create and submit a bill online on GeM Portal through the 'process bill' tab on the dashboard. Kindly note that this online bill is only for GeM records. The Physical bill generated through FAMOUS/ any other existing university software along with all necessary documents has to be submitted in Finance for release of payments.

b) Consignee: Consignee will receive the item and will generate the Provisional receipt Certificate (PRC) and Consignee Receipt and Acceptance Certificate (CRAC) certificate, initiate returns, if required. Consignee can be Head of Department/Director of the Centre/Principal Investigator for Research Projects or any other person nominated by the HOD/director of the Centre/Principle investigator of Research Project. Buyer and consignee can be the same person.

c) Paying Authority: Paying Authority will make the payment to supplier/vendor. For Registration purpose the Finance Officer of the UoH has been designated as the Payment Authority. After making the payment the Paying Authority shall also update the payment details on the portal.

vii. Following are the laid down guideline for activities on the GeM portal. These timelines are sacrosanct and should not be violated :

| <u>PROCESS</u> | <u>ACTION BY</u> | <u>Deadline</u> |
|---|---|---|
| Placing Order | Buyer | |
| Supply | Seller | As per contract conditions |
| Provisional receipt Certificate (PRC) | Consignee | Immediately upon receipt of goods |
| Consignee Receipt and Acceptance Certificate (CRAC) certificate | Consignee | Within 10 days of PRC. On the 11th day, the system auto generates a CRAC if not acted upon by the consignee. |
| Payment | Finance | Within 10 days of invoice. (Bills complete in all the respect must be send to finance within 3 days of generation of the invoice by the buyer.) |
| Uploading payment Details | A. Creation of bill on portal : Buyer B. Uploading payment details : Finance officer | As soon as possible. |

8. Purchase on GeM : Step wise guide

A. 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 for University of Hyderabad is the Registrar. 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.

(b) Secondary Users: The primary user can create secondary subordinate users on GeM portal with specific role of Buyers, Consignees, DDOs and Paying Authority (PAO). The subordinate officer registered as secondary user shall have direct role based participation in GeM buying process.

On transfer/superannuation the primary user will hand over 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 organization 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 organization.

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 organization.

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.

AUTHORISATION FOR CREATION OF PRIMARY AND SECONDARY USER

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

| S No | ROLE | DESIGNATION | FUNCTIONS |
|--------------------|------------------------------|--|---|
| 1. PRIMARY USER | | | |
| | Primary User | REGISTRAR | To create/edit/deactivate various roles assigned (viz Buyer, consignee, paying authority etc) to Secondary users |
| 2. Secondary Users | | | |
| | i)BUYERS ii)CONSIGNEE | All such employees who have obtained buyer credentials from the primary user | Placement of supply order through exercising various tools available on GeM Portal viz Direct purchase/ Bidding/Reverse auction. Receipt of Equipment's, Creation of PRC & CRAC. Creation and submission of bills on GeM as well as physical bills |
| | iii) DDO iv) PAO | Finance Officer | Processing of bills and making payments via PFMS , SBI internet banking or other/offline modes of payment |

B. PURCHASE OPTIONS

Three purchase options are available on GeM:

(a) Direct Purchase

(b) Bidding: Bidding is an offer (often competitive) to set a price by an individual or business for a product or service or a demand that something be done. Bidding is used to determine the cost or value of something.

(c) 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 underbid each other.

9.

Detailed 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 specifications.

(b) 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 limit of Rs.30,00,000/- will be applicable), 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.

(c) **e-Bidding and Reverse Auction (RA):** (Mandatory for purchase above Rs 5,00,000/.)

(i) Prior to initiating e-Bidding / RA, the Buyer shall judiciously search and shortlist the 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 / Noticeshall 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 changes in bid will be intimated to bidders through GeM. The bid submitted under Bid / RA shall remain valid for maximum upto 90 days from the Bid Opening Date.

(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 Sellers.

(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 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 bidding and

intimation thereof will be sent by e-mail / GeM 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 GTC, STC and ATC. However, the Buyer shall have 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) 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.

(ix) In bid documents, Buyers can incorporate suitable eligibility criteria and additional terms and conditions using various filters and ATC module available in e-bidding / RA modules of GeM.

(x) The Buyer reserves the right to reject all bids including the lowest bid received through e-bid and/or annul the e-bidding process.

(xi) 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.

(xii) 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.

(xiii) 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.

(xiv) While finalizing e-Bid / RA, Buyer shall indicate the exact amount of EMD required to be submitted by bidders in the form of e-Bank Guarantee on GeM portal in the prescribed format. Quantum of **EMD shall be as specified in UHPP / notified by University from time to time** and the EMD should be valid for **45 days beyond the bid validity period** .

(xv) Following categories of Sellers shall however, be exempted from furnishing EMD:

(1) Micro and Small Enterprises whose credentials are validated online through Udyog Aadhaar.

(2) Startups as recognized by Department of Industrial Policy and Promotion (DIPP).

(3) Sellers who have got their credentials verified through the process of Vendor Assessment by Vendor Assessment Agencies for the particular product for which e-Bid / RA has been invited.

10. 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.
- (viii) After verification including assessment of quality and quantity, the Consignee will Issue on-line digitally signed Consignee's Receipt & Acceptance Certificate (CRAC) for that stage within 10 days of date of issue of PRC.
- (ix) Generate and submit online bill on GeM and offline bill to finance.

(b) DDO/PAO:

DDO/PAO will login to process payment via any of the following modes of payment and update the same - bill wise - on GeM after completing the payment process.

- (i) PFMS (Public Financial Management System)
- (ii) SBI Internet Banking
- (iii) Other/Offline modes of payment.

11. Buyer's responsibilities on GeM portal are as under:

- (i) 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.
- (ii) 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.
- (iii) 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.
- (iv) 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.
- (v) 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.

(vi) 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 with and as per procedures outlined in GFR and other procurement guidelines issued by the Government from time to time.

(vii) 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).

(viii) 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.

12. EMD submitted by the bidder shall be forfeited, if the bidder:

(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, Buyers shall also raise an incident on GeM portal on such an occurrence and GeM SPV / GeM Admin 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 and by submitting a bid on GeM, the Bidder explicitly undertakes to abide by the above clause.

Note : Quantum of EMD shall be as specified in UHPP/ notified by the University from time to time.

(c) **Earnest money Deposit / Bid Security of unsuccessful bidders shall be returned at the earliest after the expiry of the final bid validity and latest on or before 30th day after the award of the contract.** Earnest money of successful bidder shall be returned on receipt of Performance Security / e-PBG.

(d) 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.

(e) 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.

13. 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.

14. 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 with uniform all-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 10 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 all inclusive, landed price 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 all inclusive, landed price 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.

15. Performance Security / Performance 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 Rule 149 of GFR and as per UHPP.

In case of contracts placed following e-Bidding / RA, Performance Security / Performance Bank Guarantee (e-PBG) (in format provided on GeM) shall be at the rate prescribed in UHPP **valid for 2 months beyond the date of completion of all contractual obligations** including warrantee obligations, will be obtained from the successful Bidder, for ensuring due performance of the contract. In case of any extension of contract obligation period, the seller shall be liable to suitably extend the validity of the Performance Security.

(a) Such e-Performance Bank Guarantee, in prescribed format, from a scheduled commercial bank must be submitted by Seller to the Buyer within 5 days of notification of acceptance of bid and communication of contract / demand no. The formal Contract will be issued only after receipt of on-line confirmation e-PBG from the issuing bank to the advising bank selected by the Buyer.

(b) If the Seller fails or neglects to observe or perform any of his obligations under the contract it shall be lawful for the Buyer to forfeit either in whole or in part, the Performance Security furnished by the Seller.

16. Duties & Taxes:

(a) Offer Prices on GeM shall be on all-inclusive basis i.e. including all taxes, duties, local levies / transportation / loading-unloading charges etc. In the 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.

(b) **Statutory variation in the rate of GST, taking place between the date of award of contract and the original / re-fixed delivery period, shall be to the Buyer's account.** For claiming any change in price due to such Statutory variation, the seller shall have to lodge claim before the Buyer providing documentary evidence of change in rate of GST taking place after the date of award of contract and the date of supply within the original / re-fixed delivery period. Buyer shall issue necessary amendment in the contract to enable generation of supplementary invoice or revised invoice as the case may be.

(c) No increase in price on account of statutory increase in the rate of GST taking place during the period of delivery period extension with liquidated Damages shall be admissible. 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.

(d) The Bill Form / On-line invoice shall be generated by the Seller.

17. 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 at-least one year

period from the date of final acceptance by the consignee unless otherwise specified in category specifications, specific Bid/RA . Seller, at the time of listing their product on GeM portal or offering their products against any Bid / RA, may accordingly provide longer Guarantee/Warranty period (i.e. more than 1year) and in such case, Guarantee/Warranty period stipulation made in category specifications / Bid / RA document, shall prevail over standard Guarantee / Warranty period of 1 year stipulated in these General Terms and Conditions.

(b) Any non conformity of contract Terms and conditions should be taken up by the buyer first with the seller and if he fails to address the same, then with GeM by raising an incident and escalating the same till its resolution.

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

(a) The Goods delivered shall bear the self-certified Manufacturer's/Seller's Warranty/Guaranty. 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 on-line 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 on line '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.

19. Payment Authority and Payment Terms:

Payments shall be made to the Seller in the manner 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 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 submission of bills unless otherwise specified in STC / ATC.

20. Terms of Delivery:

All the Goods or Services in the GeM shall be offered on Free Delivery at Site basis 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.

21. Delivery Period:

Seller would 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 DeliveryPeriod/Time shall be deemed to be essence of the Contract and delivery must be completed not later than such date(s).

22. Extension of Delivery Period and Liquidated Damages:

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.

23. 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, at such rate as may be prescribed in UHPP for week or part of the week of delayed period.

24. 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 excepting such materials, bought out components and Goods as the Seller may with the concurrence of the Buyer elect to retain.

25. 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.

26. 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. It 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.

27. Laws Governing the Contract:

The contract shall be governed by the laws of India.

(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.

28. Termination for Default:

If the Seller does not perform its 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 raising incident and reporting and escalating the same on GeM.

29. 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.

ABBREVIATIONS

| | |
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| GeM | Government e-Market Place |
| SPV | Special Purpose Vehicle |
| CPSU | Central Public & State Undertakings |
| SLA | Service Level Agreements |
| OEM | Original Equipment's Manufacturer |
| GTC | General Terms & Conditions |
| STC | Special Terms & Conditions |
| ATC | Additional Terms & Conditions |
| RA | Reverse Auction |
| BA | Business Analytics |
| PAC | Proprietary Article Certificate |
| DDO | Drawing and Disbursing Officer |
| PAO | Principal Accounts Officers |
| HOD | Head of the Department |
| PRC | Provisional Receipt Certificate |
| CRAC | Consignee Receipt & Acceptance Certificate |
| PFMS | Public financial Management System |
| DIPP | Department of Industrial Policy and Promotion |
| PBG | Performance Bank Guarantee |
| GST | Goods and Service Tax |

Online GeM video training resources are available at https://gem.gov.in/training/training_module

Detailed FAQ of GeM is available at <https://gem.gov.in/userFaq>