

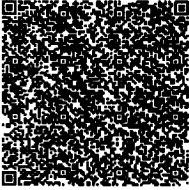
सत्यमेव जयते

## INDIA NON JUDICIAL

### Government of National Capital Territory of Delhi

#### e-Stamp

Certificate No. : IN-DL96780280077870R  
Certificate Issued Date : 16-Dec-2019 12:58 PM  
Account Reference : IMPACC (IV)/ dl773803/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL77380303287042509542R  
Purchased by : BANK OF MAHARASHTRA  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : BANK OF MAHARASHTRA  
Second Party : GOVERNMENT E MARKETPLACE  
Stamp Duty Paid By : BANK OF MAHARASHTRA  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



Please write or type below this line



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Circular stamp of Government of National Capital Territory of Delhi

#### Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at "www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
3. In case of any discrepancy please inform the Competent Authority.

## MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (“MoU”) is made and entered into on this the 16<sup>th</sup> day of December, 2019

Between

Government eMarketplace (“GeM”) SPV, made on behalf of President of India represented by the **Additional Chief Executive Officer, Government E-Marketplace SPV having its office at 5 Jeevan Tara Building, Sansad Marg, New Delhi 110 001** (hereinafter referred to as “GeM SPV” which expression unless repugnant to the context, shall always mean and include its successors and permitted assigns) being the party of the First PART;

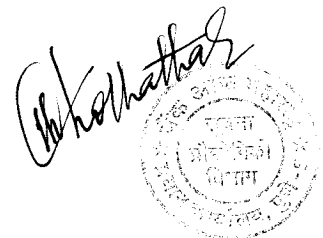
AND

Bank of Maharashtra, a body corporate constituted under ‘Banking Companies (Acquisition and Undertaking) Act, 1970 having its Head office at Lokmangal, 1501, Shivaji Nagar, Pune 411005 (hereinafter referred to as the Bank, which expression unless repugnant to the context shall mean and include it’s assigns and successors in interest of the second part, through its authorised signatory Sh. Vallabh D. Kolhathar, General Manager, Information Technology Department.

GeM SPV and Bank shall hereinafter collectively referred to as the “Parties” and individually as “Party”.

WHEREAS

- A) GeM SPV is engaged in providing a one stop Government e-Marketplace (GeM) to facilitate on line procurement of common use Goods & Services required by various Government Departments / Organizations / PSUs. It is an initiative of the Government of India to transform and introduce a completely new facility for the procurement of goods and services which are required by the various Government Departments / Organizations / PSUs online. As the GeM has been instituted with the purpose to enhance transparency, efficiency and speed in public procurement, GeM will act as the single window platform for all types of procurement as per Rule 149 of General Financial Rules (GFR) (as amended). The GeM will provide end to end solution to facilitate the buying and selling via direct purchase, e-bidding, reverse e-auction and demand aggregation to facilitate the sellers and buyers while at the same time offering the best value for money goods and services.



- B) Bank is in the business of providing banking facilities to the customers, which interalia include E Collection Services, Escrow Services and Payment Services etc.
- C) GeM SPV has agreed to assign the Bank with the task of establishing e-payment system to be integrated with [www.gem.gov.in](http://www.gem.gov.in) for various banking services including but not limited to collection and transfer of funds to appropriate bank accounts as electronic advises received through GeM portal; eBG services, EMD services; 'State Gem Pool Account Services and other banking services that may be required from time to time

**NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL MoU AND COVENANTS AND CONDITIONS HEREIN CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO:**

**1. Purpose of the MOU**

This MOU is intended in establishing an online banking facility/services including but not limited to collection and transfer of funds to appropriate bank accounts as advised electronically through GeM SPV. The Bank will provide an ePBG services, EMD services; 'State Gem Pool Account Services' and other banking facilities/services that may be required at GeM portal from time to time.

The Bank will provide such services and would open requisite bank accounts, as required from time to time for supporting /facilitating such services as per the Terms & conditions of the MOU.

**2. TERM**

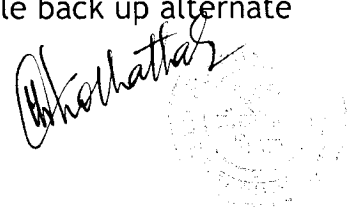
2.1 This MoU shall become effective on the date as defined above and shall remain in full force and effect for a period of 5 (five) year(s) from the effective date, subject to the periodical review on need basis for any additional facilities desired by GeM which may be extended thereafter by mutual consent among the Parties.

2.2 Nothing in this MoU shall prohibit the GeM or the Bank from engaging any other bank/financial organisation for services similar to those provided by the Bank under this MoU, including competitors of GeM/the Bank.

**3. Responsibility of Bank Of Maharashtra**

**3.1 In Management of facility, the Bank agrees to the following:**

- i) Make its best efforts with due diligence to ensure and maintain the facility in operation 24 hours a day, seven days a week with suitable back up alternate



arrangements to ensure continued operation of services through web portal of www.bankofmaharashtra.in.

- ii) Make its best efforts with due diligence to provide the facility in a manner that protects information transmitted by the Software from (A) unauthorised interception, (B) undetected unauthorised modification or alteration after its origination, (C) undetected initiation by persons posing as other persons or entities, (D) unauthorised replication.
- iii) Make its best efforts with due diligence to ensure contingency plans/disaster recovery mechanism for unforeseen circumstances.
- iv) To ensure security of the data and the software residing on the Bank's server with periodical security audit of the software being used in providing the services on www.bankofmaharashtra.in.

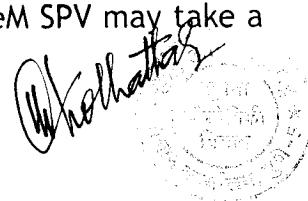
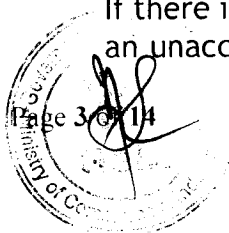
**4. Limitations:** The Bank obligations described above are subject to the following Limitations:

- i) Messages that originate from the server acting on behalf of the GeM SPV or the server of any third party designated by GeM shall be deemed to be authorised by the GeM SPV, and the Bank shall not be liable for processing such messages; save and except for the data processing required for accepting the payment tendered through e-Payment system for the compliance/information sought by the GeM SPV /customer.
- ii) The Bank would in no way be responsible for the security of data residing on the server acting on behalf of the GeM SPV, or a third party designated by the GeM.
- iii) The Bank shall have no liability for any failure or delay in performing its obligations under this MoU if such failure or delay: (A) is caused solely by the acts or omissions; (B) results from actions taken by the Bank in a reasonable good faith effort to avoid violating a law, rule or regulation of any governmental authority or to prevent fraud on user; or solely due to the inability of the "GeM SPV" to process the message/information supplied by the Bank ; (C) is caused by circumstances beyond the Bank control, including but not limited to vandalism, hacking, theft, phone service disruptions, internet disruptions, loss of data, extreme or severe weather conditions or any other causes in the nature of "Acts of God" or force majeure.

**5. User Support:**

5.1 The Bank shall endeavour to provide best customer support to the users with respect to using the facility in terms of the applicable Rules & Regulations prescribed by law. Such support shall include appropriate notice to the users of (i) a means of contacting the Bank in the event the user has questions regarding the mode of payment by Internet Banking through their web portal (ii) reference to the available procedures for resolving any query or disputes.

If there is any failure to comply with this clause by the Bank, which is causing an unacceptable accountability/burden on GeM portal, GeM SPV may take a



suitable action stating reasons thereto if such non-compliance is not remedied within 7 (seven) business days.

5.2 The Bank will prominently display on its website the details of any service fee levied as per RBI Guidelines in place for using the facility of payment gateway for Internet banking. GeM SPV shall not be made a party in levying for any service fee/charges as per current MOU.

5.3 These rates shall not exceed the rates for corresponding services prescribed by RBI from time to time. There shall be no charges levied on the seller for any service on GeM portal except for e-BG (EMD/e-PBG) for which first year of MoU shall be free of charge and the rate per e-BG shall be negotiated and to be levied on the seller after the expiry of first year of MoU.

5.4 The Bank will provide email id and telephone numbers to be displayed on GeM portal ([www.gem.gov.in](http://www.gem.gov.in)) for any customer grievances, redressal or query.

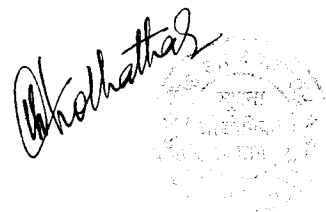
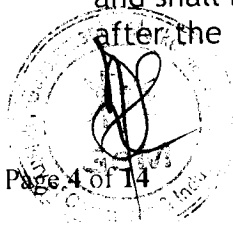
5.5 This MoU shall be read in conjunction with the any other memorandum of understanding which may be executed by the Bank and different state governments/Union Territories, from time to time, with respect to services mentioned in this MoU and be enforced as if the provisions of this MoU were incorporated therein by way of addition. To the extent of any inconsistency between the terms of this MoU and other memorandum of understanding which may be executed by the Bank and different state governments/Union Territories, the provisions of this MoU shall prevail.

## 6. RECORD RETENTION

The Parties hereby agree that in the course of performing the functions and obligations under this MoU, the Parties shall retain all records and information for such period and in such form as may be prescribed by any applicable laws in India.

## 7. FORCE MAJEURE

Neither Party to this MoU shall be liable to the other for any loss or damage which may be suffered by the other due directly to the extent and for the duration of any cause beyond the reasonable control of the Party unable to perform (“**Force Majeure**”) events such as but not limited to Acts of God not confined to the premises of the Party claiming the Force Majeure, flood, drought, lightning or fire, earthquakes, strike, lockouts beyond its control, labour disturbances not caused at the instance of, or limited to, the Party claiming Force Majeure, acts of Government or other competent authority, war, terrorist activities, military operations, riots, epidemics, civil commotions etc but the Party claiming such force Majeure event shall use its best efforts to remove the cause of such force Majeure, if and where feasible, and shall resume compliance with this MOU, if possible as soon as practicable after the removal of such cause.



## 8. TERMINATION:

8.1 Either Party may terminate this MOU upon thirty (30) days written notice to the other Party if (i) the other Party fails to perform any of its material obligations hereunder, provided that the other Party does not cure said failure or breach within thirty (30) days of receipt of notice notifying such failure or breach; or (ii) the other Party has made any representation or warranty that is not true or correct. Such termination however shall not have any effect to all or any of the rights accrued till the date of termination to either Party under this MOU and shall continue unless otherwise expressly waived by either of the Parties.

Notwithstanding any such termination the GeM and the Bank shall continue to co-operate and assist each other in completing resolving any issues / legal cases which may have been instituted pursuant to the transactions originating under this MoU.

## 9. CONFIDENTIALITY

The Parties agree and acknowledge that in connection with this MoU, each Party will have access to certain trade-secrets and other non-public confidential information of the other during and in connection with its performance of Services hereunder (“Confidential and Proprietary Information”), and hereby agrees not to disclose any Confidential Information to any third party and not to use any such Confidential Information for any purpose other than those as strictly required for performance under this MoU. All such Confidential Information is and shall remain the exclusive property of the disclosing Party and no license shall be granted or implied with respect to such Confidential Information by reason of other Party’s access to such Confidential Information. Each Party agrees to protect the proprietary information of the other with the same standard of care and precaution used by each to protect its own proprietary information of similar importance.

“Confidential and Proprietary Information” is not meant to include any information which:

- a) Is publicly available prior to this MoU or is made publicly available by the Parties without restriction;
- b) Is rightfully received by the personnel of both the Parties from the third party without accompanying secrecy obligations;
- c) Is already in the possession of both the Parties personnel and was lawfully received from sources other than the Parties themselves;
- d) Is independently developed by the personnel of both the Parties without use or reference to Confidential and Proprietary Information; and
- e) Is disclosed under any judicial or regulatory directive or disclosed to auditors appointed under any law.



*Akhil Chatterjee*  
A faint circular official stamp, similar to the one on the left, located at the bottom right of the page. It contains the text 'GOVERNMENT OF INDIA' and 'Ministry of Industry, Commerce and Market Development'.

The secrecy of the Confidential and Proprietary Information disclosed pursuant to this MoU shall remain valid irrespective of the expiry / cancellation / termination of this MoU.

## **10. GENERAL PROVISIONS**

- **10.1 Entire MoU:** This MoU includes the process flows for various services mentioned in respective annexures as amended from time to time, constitutes the entire MoU between parties pertaining to the subject matter hereof.
- **10.2 Severability:** If any provision of this MoU is determined to be unenforceable for any reason, then the remaining provisions hereof shall remain unaffected and in full force and effect.
- **10.3 Modifications:** The Parties may, by exchange of letter in writing, make modification/addition to this MoU.
- **10.4 Assignment:** Each party may assign all its rights, titles, and benefits under this MoU to any of its affiliates with prior written confirmation of other parties, which may not be unreasonably denied.
- **10.5 Rights And Remedies; Waiver:** All rights and remedies hereunder shall be cumulative and may be exercised singularly or concurrently. If any legal action is brought to enforce any obligations hereunder, the prevailing Party shall be entitled to receive its attorney's, fees, court costs and other collection expenses, in addition to any other relief it may receive. If either Party fails to perform its obligations under any provision of this MoU or the other Party does not enforce such provision, failure to enforce on that occasion shall not prevent enforcement on later occasions.
- **10.6 Survival of Provisions:** Notwithstanding any other provision to the contrary herein, terms, which by their nature survive termination or expiration of this MoU, shall bind the parties following any expiration or termination of this MoU.
- **10.7 Governing Law and Jurisdiction :** This Agreement shall be governed by the laws of India. Any suit of proceeding to enforce the right of either of the parties hereto, under this Agreement shall be instituted in and tried only by the courts in Delhi and by no other court, and both the parties hereto expressly agree to submit to the jurisdiction of Delhi Courts.
- **10.8 Notices:** Any notice, direction or instruction given under this MoU or other documents, which may be given by either Party under this MoU, shall be in writing and delivered in person or by pre-paid recorded delivery post or by facsimile transmission. The notice shall be addressed to the other Party's office address as mentioned first herein above. Notice and instructions will



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be deemed served 7 days after posting or upon receipt in the case of hand delivery, cable or facsimile.

- **10.9 Definitions:** All capitalised terms used herein but not defined shall have the meaning ascribed to such terms in the process flows for various services mentioned in respective annexures as amended from time to time.
- **10.10** The Parties represent and warrant to each other that they have all corporate, statutory and other authorizations, licenses and consents necessary to legally execute and perform its obligations under the Memorandum of Understanding and shall continue to have all such authorizations, licenses and consents at the time it carries out its respective rights and obligations hereunder or seeks to exercise and / or enforce any of its rights under this Memorandum of Understanding.


ENCL: 1. Annexure A  
2. Annexure B  
3. Annexure C  
4. Annexure D

For & on behalf of Bank of Maharashtra

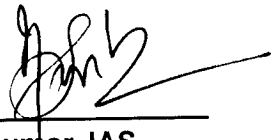
Signature:   
V. D. Kolhatkar  
General Manager  
Bank of Maharashtra



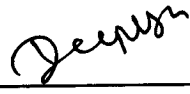
WITNESSES

Signature:   
Bhupendra Singh  
Senior Manager  
Bank of Maharashtra

For & on behalf of the GeM

Signature:   
S. Suresh Kumar, IAS  
Additional CEO  
Government E-Marketplace

एस. सुरेश कुमार, आई.ए.एस.  
S. Suresh Kumar, IAS  
Joint Secretary  
अपर सी.ई.ओ. (जेएम) / Addl. CEO (GeM)  
भारत सरकार / Government of India  
यागिज्य विभाग / Department of Commerce  
जीवन भारती बिल्डिंग / Jeevan Bharti Building

Signature:   
Deepesh Gehlot  
Director  
Government E-Marketplace



## ANNEXURE A

### Process flow for Payment Gateway

The process flow for buyers, desirous of purchasing products through GeM, as per the understanding had through discussions shall be as under:

For making the payment for purchase affected through GeM portal, the buyer shall be provided following payment options:

1. Debit Card
2. Credit Card
3. Internet Banking(Retail & Corporate)
4. NEFT/RTGS

The Payment gateway would be facilitated through Bank Payment Gateway Service Provider (PGSP) having arrangement and its pooling account with Bank for the same.

#### **Payment Gateway Process Flow:**

Upon choosing Card/Internet Banking as payment option, GeM Portal would pass on the below parameters to Bank/PGSP along with other mandatory parameters (to be frozen b/w Bank/PGSP and GeM) :

- Order Id
- Bill No.
- Beneficiary Account Holder Name
- Beneficiary Account No
- Beneficiary Bank IFSC Code
- Buyer Id

Bank/PGSP would direct the user to his card/net banking page whereby User would enter his credentials and complete the transaction. Post successful completion of transaction Bank/PGSP would pass the status to the specified response URL (to be provided by GeM) on real time basis to GeM for transactions initiated via cards/Retail Internet Banking.

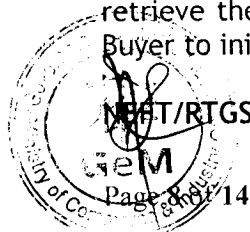
If a buyer has chosen Corporate Internet Banking to make the payment on "T" day, then during the day the transaction status would remain as "Awaited". Once the transaction status is received at Bank/PGSP end from the buyer's bank at day end, then the status would be updated as "Success/Failure/Aborted"(based on the input received from buyer's bank). Hence when GeM would retrieve the status via dual verification webservice on "T+1" working day, the status of CIB transactions would get updated accordingly.

#### **Exception Scenarios:**

1: A scenario whereby the buyer has initiated the transaction but Bank/PGSP has not received a real time status from buyer's bank, then Bank/PGSP would keep the transaction status as "Awaited" at their end and once the status is received from the buyer's bank, Bank/PGSP would update the status as "Success/Failure/Aborted". GeM would ensure that the Buyer is not allowed to initiate a duplicate transaction unless the status of the previous transaction is updated appropriately

2: A scenario whereby buyer has initiated the transaction and Bank/PGSP has received a real time success but GeM portal could not get updated on real time basis then GeM has to retrieve the status of the previous transaction via dual verification service and not allow Buyer to initiate a duplicate transaction.

#### **NEFT/RTGS Process Flow:**



*Abhishattar*

Upon choosing NEFT/RTGS as payment option, GeM Portal would pass on the below parameters to Bank/PGSP along with other mandatory parameters(to be frozen b/w Bank /PGSP and GeM) :

- Order Id
- Bill No
- Account Holder Name
- Account No
- IFSC Code
- Buyer Id

Bank/PGSP would generate a NEFT/RTGS challan, the user would take a print of the challan and initiate the payment to the beneficiary account number (VAN-Virtual Account Number) generated on the challan by either logging into his internet banking and initiating an online NEFT or visiting his bank branch to make the payment. The funds remitted via NEFT/RTGS would be credited into GeM pool account post successful validation of beneficiary account no. and amount

**Settlement Process flow:** *One particular transaction initiated from GeM portal would be settled to a single account only. Even if multiple consignments are purchased from a single seller the order id would remain same but different bill no. would be generated for every purchase and payment shall be made bill no. wise by the buyer* Bank/PGSP would pass the credit of all the transactions done on “T” day to GeM pool account on “T+1” working day. Bank/PGSP shall further settle the funds from GeM pool account to the respective seller’s account (as per the beneficiary/seller details shared in the request string by GeM), on “T+2”. Bank would execute the payment file and settle funds in the beneficiary’s account


**Settlement**

**Intimation to GeM:**

Bank/PGSP would expose it’s URL to GeM, GeM would initiate a API call to pull the settlement confirmation data from Bank/PGSP and update it’s database.



*W. K. Khatkar*



## ANNEXURE B

### Process flow for EMD

- Bankers server will be integrated with GeM portal for information interchange related with EMD through Application Programming Interface (API)/Web Services.
- Nearest Branch of bankers will act as advising branch for EMD related transaction.
- If needed, buyer may opt for bank guarantee & indicate advising Banker of his choice at time of creating bid and accordingly system will alert prospective bidder about the requirement of bank guarantee in electronic form, when the supplier is initiating EMD payment for participating in the Bid.
- At the start of bidding process, System will provide standard BG format complete with all the necessary field such as value of contract, validity of the BG, beneficiary detail, BIC Code of advising bank chosen by the buyer and vital information related with the contract populated from GeM data base in automated manner.
- Simultaneously, an advisory containing field value of critical SFMS attribute consisting of beneficiary details, validity of BG, value of BG, contract number & BIC code etc will also be made available by the system to issuing Bank through supplier to avoid mistake during SFMS process. These values will also be transmitted to advising bank concurrently for validation of EMD BG received from issuing bank of supplier. Responsibility of correctness of BG content will rest with issuing bank and supplier itself.
- Paper BG of issuing bank will not be operational unless same is transmitted to advising bank through SFMS message COV 760. There is provision for Supplier to upload paper BG in PDF format before sending the same to buyer for their reference and scrutiny.
- Advising bank, on receipt of the SFMS message (760 COV), will compare & validate the eBG from the validation data base created on basis of advance information received from GeM portal. On positive validation, banker server will update the GeM server by flag “ Y” and thus enabling the buyer to flat the bid. Unless flag is “Y”, the bid cannot be floated.
- In case validation failed, error message will be generated with the reason of failure. Accordingly GeM portal will advise supplier for amendment through COV 767 message from issuing bank. On receipt of amendment through SFMS, advising bank will process the input as per above step and update the flag of GeM portal suitably.



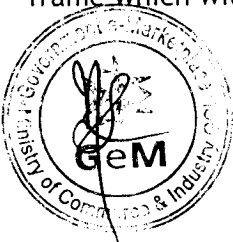
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## ANNEXURE C

### Process flow for ePBG

- Banker's server will be integrated with GeM portal for information interchange related with e\_PBG through Application Programming Interface (API)/ Web Services.
- Nearest Branch of bankers will act as advising branch for E-PBG related transaction.
- If needed, buyer may opt for bank guarantee & indicate advising Banker of his choice at time of creating bid and accordingly system will alert prospective bidder about the requirement of bank guarantee in electronic form from the successful supplier after completion of bidding cycle.
- After successful bidding process, System will provide standard BG format complete with all the necessary field such as value of contract, validity of the BG, beneficiary detail, BIC Code of advising bank chosen by the buyer and vital information related with the contract populated from GeM data base in automated manner.
- Simultaneously, an advisory containing field value of critical SFMS attribute consisting of beneficiary details, validity of BG, value of BG, contract number & BIC code etc will also be made available by the system to issuing Bank through supplier to avoid mistake during SFMS process. These values will also be transmitted to advising bank concurrently for validation of e\_PBG received from issuing bank of supplier. Responsibility of correctness of BG content will rest with issuing bank and supplier itself.
- Paper BG of issuing bank will not be operational unless same is transmitted to advising bank through SFMS message COV 760. There is provision for Supplier to upload paper BG in PDF format before sending the same to buyer for their reference and scrutiny.
- Advising bank, on receipt of the SFMS message (760 COV) ,will compare & validate the e\_PBG from the validation data base created on basis of advance information received from GeM portal. On positive validation, banker server will update the GeM server by flag " Y" and thus enabling the buyer to place formal contract on supplier. Unless flag is "Y" , formal contract cannot be placed .
- In case validation failed, error message will be generated with the reason of failure. Accordingly GeM portal will advise supplier for amendment through COV 767 message from issuing bank. On receipt of amendment through SFMS, advising bank will process the input as per above step and update the flag of GeM portal suitably.
- Advising bank will keep on alerting the buyer about the e\_PBG such as its expiry etc & if nothing received adversely , capital blocked in form of BG will be released within time frame which will ultimately reduce the cost of procurement.



*Abhishek*



## ANNEXURE D

### Process flow for SGPA

#### State GeM Pool Account - Annexure I

GeM portal interacts with Bank's server via way of the following APIs:

- Pool Account Validation API
- Balance Enquire API
- Fund Block/Unblock API
- Payment Instruction API
- Payment Verification API
- Payment MIS

#### 1: Registration in GeM Portal

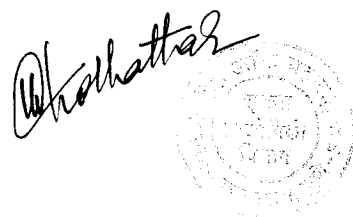
- Registration of HOD at GeM Portal: At the time of HOD registration, HOD enters the State GeM Pool Account details in GeM portal. Upon clicking "Submit", Pool account validation API runs from GeM server to Bank server and upon receiving success confirmation from Bank, SGPA is registered successfully in GeM portal
- Registration of DDO, Buyer and Consignee in GeM portal by the HOD

#### 2: Purchase Activity by the Buyer

- Buyer logs into GeM portal and chooses the product category
- Buyer chooses the product and looks for brands available for the given product
- Buyer looks at the pricing displayed by the different brands
- Post selection of Brands by the Buyer, GeM portal conducts a comparison and throw up a comparison sheet thereby suggesting L1 brand
- Buyer may choose to go with L1/L2/L3 and so on
- Post selection of the final brand by the Buyer, Buyer proceed towards Bid creation
- On Bid creation screen, Buyer chooses his DDO and also freezes the Bid end date and time
- Buyer has the option to add more consignees on the Bid creation screen
- Buyer Clicks on "Create Bid" tab, post which the bid is created and a unique Bid No is generated.
- After clicking "Create Bid" Buyer lands on to "Finalise Bid" screen
- Buyer has to click "Finalize Bid" tab in order to finalize the Bid, Upon clicking "Finalize Bid" Balance enquiry API call is given to the Bank and the existing balance in the given DDO is displayed
- Buyer has to relick "Finalize BID" tab and lands onto another screen whereby message is displayed as: **Your Bid has been created successfully**

#### 3: Seller Participation in the Bid

- Seller logs into GeM Portal and would see a list of ongoing bids on GeM portal and chooses the relevant bid to participate
- Upon choosing the desired bid, seller lands onto the respective bid screen and enter the brand name and the lumpsum pricing.
- Seller has to accept the Terms & Conditions and submit the Bid
- Upon successful submission the Bid Status would be shown as "Active" in seller's



#### 4: Bid Evaluation & L1 selection by the Buyer

- Once the bid cut off date is over, Buyer has to initiate the Bid evaluation process
- Buyer logs into GeM portal, access the Bid/RA dropdown and clicks on “Bid/Product”
- Buyer will first open the technical bid and if the same is found satisfactory, will proceed towards opening the financial bid
- Once the buyer has frozen the L1 bidder, he need to click upon “Verify Amount” tab to check if there is sufficient balance in SGPA. Upon clicking “Verify amount” Balance enquiry API runs for the second time and the effective balance is displayed on the screen alongwith a message that “Your funds will be blocked for Order id.....”

**Note: If the effective DDO balance falls short of the order amount the buyer will not be allowed to Create the order**

- Upon clicking “Create Order” “Order summary” is generated alongwith the Demand No
- In the same screen Buyer has to click on “BLOCK BUDGET” tab to block the funds against the given order id. At this stage “Blocking Funds” API call is given to the Bank and a pop up message is displayed as “Budget has been successfully blocked in SGPA”
- Post fund blocking Buyer would click “Continue” to proceed in the workflow

#### 5: Dispatch & Delivery Confirmation by the Seller

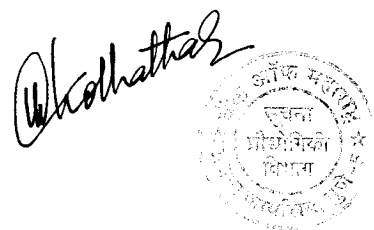
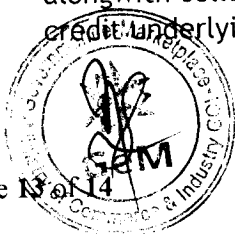
- Seller logs into GeM portal wherein he can view the bids for which he has been chosen as L1 bidder
- Seller clicks on “Process Order” tab, add the relevant details in the screen such as Quantity to be supplied, Mode of Transport, taxes applicable etc...
- Post making the above entries, Seller would Click on “Process” tab and lands onto next screen whereby Contract No is generated
- Once the seller receives the intimation about successful deliver of goods, he needs to login to GeM portal, clicks on Order No and update the status as “Delivered”, alongwith the Delivery date and press “Submit”

#### 6: CRAC Generation & Bill Creation by the Buyer

- Buyer logs into GeM portal and verifies the delivery made by the Seller
- Buyer generates Consignment Receipt and Acceptance Certificate(CRAC Certificate) and verifies the same
- Buyer now proceeds towards Bill Creation
- Bill is created and displayed against the given Demand No
- Buyer has to save the Draft Bill so that same can be accessed by DDO

#### 7: Payment Instructions by DDO

- DDO logs into GeM portal and clicks on SGPA Bills(Products)
- DDO checks the draft bill and clicks on “Save Final Bill”
- Then DDO clicks on “Verify Mobile and Create Final Bill”
- DDO has to issue payment instructions by Clicking “Pay Using SGPA”
- Upon clicking the above tab Payment instruction API call is given to the Bank, alongwith seller account details, based on the API instruction Bank debit SGPA and credit underlying seller’s account



#### 8: Payment Verification by DDO

- DDO logs in to GeM portal and clicks on “Settlement Verification”
- Upon clicking Settlement Verification, Payment verification API call is given to the Bank and the status is updated on the portal. If the Bank has received the payment confirmation from the beneficiary bank, the message would be displayed as “Payment Received”, else the message would be displayed as “Beneficiary Account yet to be credited”

#### 9: MIS Updation at GeM's end:

- Upon receiving confirmation from the seller's bank, SGPA Bank shares the MIS to GeM portal for updation at their end

***Disclaimer: At the time of issuing the payment instruction to the Bank, GeM portal is sending the request via payment API. Bank would receive the request and accordingly Debit the respective SGPA account and credit underlying seller's account (as passed GeM in the API). If there is any tampering with the seller account detail while the same is pushed from the GeM portal, Bank will not be held liable for crediting the funds to the wrong account. Hence, it is responsibility of the GeM to ensure that the seller account detail flow to the Bank via a safe and secure channel***



*Shelkhatkar*

A faint, circular stamp or watermark, likely a duplicate of the GeM stamp, located to the right of the signature.