

Non Judicial



**Indian-Non Judicial Stamp
Haryana Government**



Date : 10/02/2022

Certificate No. G0J2022B2044



Stamp Duty Paid : ₹ 101
(Rs. Only)

GRN No. 87162216



Penalty : ₹ 0
(Rs. Zero Only)

Seller / First Party Detail

Name: Government E Marketplace

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village : New delhi

District : New delhi

State : Delhi

Phone: 99*****94



Buyer / Second Party Detail

Name : Wapcos Limited

H.No/Floor : Na

Sector/Ward : Na

LandMark : Na

City/Village: Gurugram

District : Gurugram

State : Haryana

Phone : 99*****94

Purpose : ARTICLE 5 GENERAL AGREEMENT

NEELAM STAMP VENDOR
GURUGRAM (HARYANA)
Lic. No. 1/S.V./1/21/1RA

The authenticity of this document can be verified by scanning this QrCode Through smart phone or on the website <https://egrashry.nic.in>

MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") made and entered into on this 10th day of February 2022 on behalf of the President of India represented by Government e-Marketplace ("GeM"), Department of Commerce, Ministry of Commerce and Industries, Government of India and acting through Sh. Deepak Kapoor, Joint Secretary & Additional CEO, GeM, which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, hereinafter referred to as the "GeM" OR "First Party".

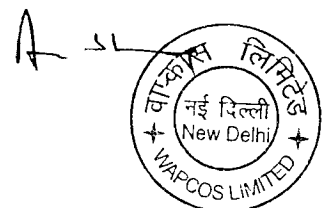
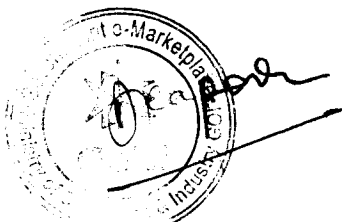
and

WAPCOS Limited, Registered and Head Office: 5th Floor, "Kailash Building", 26, Kasturba Gandhi Marg, New Delhi - 110001 & Corporate Office: 76-C, Institutional Area, Sector-18, Gurgaon, Haryana – 122015, a Public sector undertaking (under the aegis of DOWR, RD & GR, MoJS) owned and operated by the Government of India, represented by Dr. Aman Sharma, Chief Executive Director (Env't., CM & Admin.), WAPCOS Limited which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

Whereas hereinafter collectively all party shall be referred to as the "Parties" and individually as the "Party".

BACKGROUND:

Procurement of goods and services in right quantity, of right quality, at right time, at right price and from right source is a very important function for any organisation. **Government e Marketplace (GeM)** set up by Department of Commerce, Government of India is a state-of-the-art public procurement platform that has used technology to remove entry barriers for *bonafide* sellers and has created a vibrant e-marketplace with a wide range of goods and services. With multiple procurement modes, inbuilt policies for automated market adjustments and end to end digital processes to enable vibrant buyer-seller engagement, GeM has evolved as an increasingly transparent, efficient and inclusive platform. GeM has drastically brought down wait times and prices for buyers, and ensured timely payments to the sellers. Higher participation on the GeM portal has resulted in significant savings accruing to the buyers. These aspects of cost savings and transparency have been endorsed by the World Bank in its independent assessment of transactions on GeM.



Both the Parties have entered into a *bipartite* MEMORANDUM OF UNDERSTANDING in order to enable WAPCOS Limited to make use of GeM for procurement of both goods and services.
NOW IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:


1. Obligations/Commitments:


1.1 The Government e Market place will take the following measures:

- a) Creating a Unified Procurement System for the country by bringing the functionalities of publishing portals such as the Central Public Procurement Portal and Indian Railways Electronic Procurement System (IRePS) onto GeM to provide a single user experience and consolidate the scattered vendor bases on publishing portals onto GeM leading to advantages of economies of scale, better price discovery and dissemination of best practices in procurement in line with the announcement by the Hon'ble Finance Minister in her Budget Speech for FY 2020-21 (Para 48): "Government e-Marketplace (GeM) is moving ahead for creating a Unified Procurement System in the country for providing a single platform for procurement;
- b) Facilitating CPSEs to on-board GeM;
- c) Creating the required categories of goods and services on GeM;
- d) Creating the features and functionalities required for fast, easy and transparent procurement from GeM;
- e) Ensuring that transactions in GeM are in line with CVC and DoE guidelines in so far as applicable to CPSEs;
- f) Integrating systems of GeM with the CPSE's payment systems in order to facilitate *online* and time-bound payment to suppliers/service providers;
- g) Integrating systems of GeM with the CPSEs' systems in order to facilitate creation of bids on GeM by CPSEs from within their own Enterprise Resource Planning (ERP) systems;
- h) Facilitating CPSEs to impart training to its officials on the use of GeM.

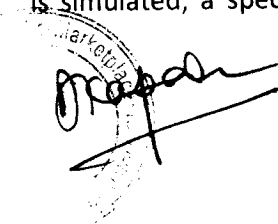
1.2 The CPSEs will take the following measures:

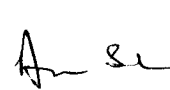

- a) CPSE shall mandatorily procure through GeM all goods and services which are available on GeM;


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A handwritten signature in black ink is written over a circular stamp. The stamp contains the text 'वापकोस लिमिटेड', 'नई दिल्ली', 'New Delhi', and 'WAPCOS LIMITED'.

- b) Align their procurement rules/procedures/ processes/ policies with GeM in such a way that they are in *sync* with the procurement rules/procedures/ processes and policies of GeM to the maximum extent possible;
- c) Identify and refer to GeM the requisite changes/ features/ functionalities/ specifications required in GeM for their requirements of goods and services;
- d) Communicate the list of additional new categories that are required to be added on GeM portal as well as the list of categories already on GeM requiring alterations along with detailed required specifications in excel sheet;
- e) Use the functionalities of the “seller invitation module” and “crowd sourcing of categories and sellers” module to invite new sellers onto GeM and to suggest the creation of new categories on GeM in addition to (d) above;
- f) Identify additional clauses that are frequently required in their bids but are not available in GeM’s General Terms and Conditions (GTC), Product Specific Terms & Conditions (STC) and Additional Terms and Conditions (ATC) Library and share the same with GeM;
- g) Facilitate and work closely with GeM so as to complete the migration of all their existing vendors including the empanelled vendors, across functions, regional offices, sites and plants of CPSEs onto GeM;
- h) Share the annual procurement plan for 2021-22 with GeM in line with Rule 149 (vi) of GFR and section 4.1 of the handbook for GeM;
- i) Share ERP data on procurement of goods and services with GeM and also the estimated value goods and services procured;
- j) Organize user training for their officers and staff for effective use of the features and functionalities in GeM;
- k) Depute technical teams well conversant with the CPSEs’ payment systems and ERP systems to interact with the team in GeM for integration of the two systems;
- l) Ensure immediate issuance of Provisional Receipt Certificate (PRC) upon receipt of goods/services and Consignee’s Receipt-cum-Acceptance Certificate (CRAC) within Ten (10) days of issuance of PRC, by the Consignee;
- m) Ensure payment to vendors/service providers within Ten (10) days of issue of CRAC by issue of necessary order/notification; (Model Office Memorandum issued by Department of Expenditure, Government of India is annexed as Annexure-A);
- n) Till integration of CPSE’s payment system with GeM is completed and a PFMS-like system is simulated, a special payment system shall be devised by CPSEs for ensuring timely



payments to sellers on GeM. To this effect, the CPSEs shall open a new non-operative current/saving / liquid-term account (to be named as GeM Pool Account) in any of the Banks which are integrated with GeM for the operation of the GeM Pool Account. Or, the individual CPSE buyers can also open separate GeM Pool Accounts to collect advance payment from buyer and transfer to suppliers' accounts upon receipt of payment instruction to bankers through GeM portal;

- o) As a first step towards realising the above vision of the Government, a functionality for generating "GeM Availability Report and Past Transaction Summary" (GeMAR&PTS) is being made available on GeM with effect from 01.07.20. This would greatly help and benefit the buyers in taking informed procurement decisions in respect of availability of product/service on GeM along with necessary details relating to past transaction summary. For goods and services available on GeM, CPSEs shall procure from GeM. For goods and services not available on GeM or partially available on GeM, CPSEs would be given the option of publishing the tenders for goods and services on GeM itself thereby availing of a single user experience. CPSEs, on their part, shall avail of this functionality and procure all their requirements from GeM for goods and services available on GeM as well as those not available on GeM.

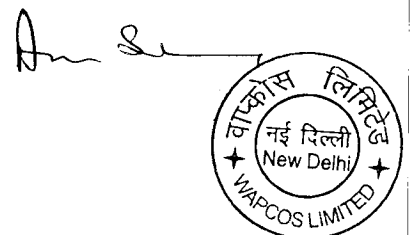
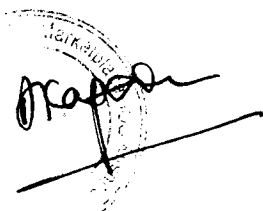
2. Termination clause:

Each Party shall have the right to terminate the MEMORANDUM OF UNDERSTANDING by giving three (03) months' written notice in writing to the other Party at any time. If the MEMORANDUM OF UNDERSTANDING is terminated by either Party, steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

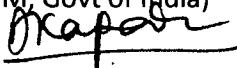
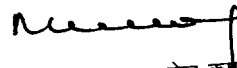
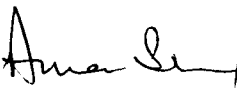

3. Amendment clause:

The MEMORANDUM OF UNDERSTANDING may be modified or amended by written agreement between the Parties.

It is hereby agreed that this signed MEMORANDUM OF UNDERSTANDING can be put in the public domain by any of the signatories.



IN WITNESS, where of the parties here to have executed these presents the day, month and year first herein above written.

<p>SIGNED AND DELIVERED BY (on behalf of GeM, Govt of India)</p>  <p>दीपक कपूर Deepak Kapoor, IA & AS सयुक्त सचिव/Joint Secretary अपर सी.ई.ओ. (जेम)/Addl. CEO (GeM) भारत सरकार/Government of India वाणिज्य विभाग/Department of Commerce DEEPAK KAPOOR / Jeevan Bharti Building JOINT SECRETARY & ADDITIONAL CEO</p>	<p>In the presence of Witness 1 (From Government e-Market place)</p>  <p>मनोज कुमार सिंह / Manoj Kumar Singh उप मुख्य कार्यकारी अधिकारी / Dy. Chief Executive Officer वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry गवर्नमेंट ई-मार्केटप्लेस / Government e-Marketplace भारत सरकार / Government of India नई दिल्ली / New Delhi-110001 MANOJ KUMAR SINGH DCEO (GeM)</p>
<p>SIGNED AND DELIVERED BY (on behalf of WAPCOS Limited)</p>  <p>DR. AMAN SHARMA / Dr. Aman Sharma मुख्य कार्यकारी निदेशक उप मुख्य निदेशक (वा.वा.स.म. & ADMIN.) Chief Executive Director (Environment, Construction Management & Administration) वा.वा.स. लिमिटेड / WAPCOS LIMITED (भारत सरकार का उपक्रम / A Govt. of India Undertaking) 76-सी, सेक्टर -18, गुरुग्राम -122015 (हरियाणा) 76 - C, Sector - 18, Gurugram -122015 (Haryana)</p>	<p>Witness 2 (From WAPCOS Limited)</p>  <p>ATUL MENDIRATTA CHIEF MANAGER (FINANCE)</p>

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.

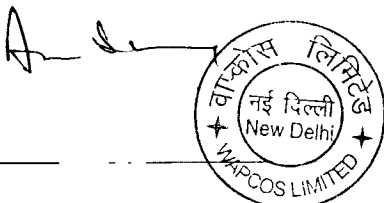
In supersession of the above referred OM dated 20.09.2016 and OM No.F.13/4/2017-PPD (Pt.) dated 14.08.2018 and pursuant to Rule No. 149 of GFR 2017, the following procedures are prescribed for making payments to the Sellers /Service Providers in GeM which shall be complied and adhered to by all concerned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



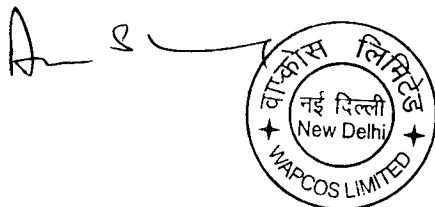
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- (a) **First Milestone - On delivery of goods:** 80 to 90% payment (lower initial payment if installation scope is very extensive) of the basic price of Goods along with 100% GST on the Goods Price but excluding installation, testing and commissioning 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.



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- 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:

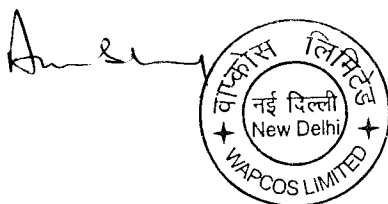
i) The Central Government Buyer i.e. the concerned Programme Division or Administrative Unit in a Ministry/ Department will place the Contract online after taking prior approval of the Competent Authority for procuring a particular Good or Service. Inter-alia, the Contract form will also contain the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



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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.

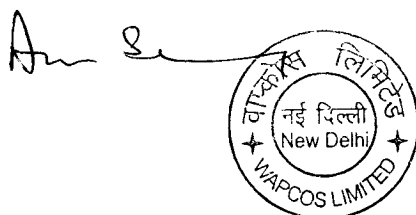
vii). Similarly, in the event of complete / partial cancellation of the Contract the information would be made available to the Seller/Service Provider, DDO and PAO on the GeM portal. In that event, funds so blocked earlier would be released to the extent of cancelled amount.

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



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.



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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.



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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



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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.

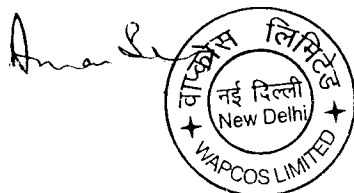
iii). The following are the core elements of GPA that should be incorporated during the opening and operations / procurement stages:

- 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



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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.

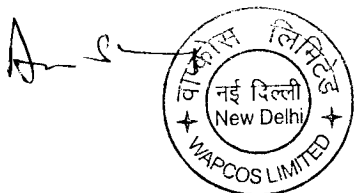
viii) In case, even after 10 days of issue of Consignee receipt and acceptance certificate (CRAC)/ auto generated CRAC , the buyer has not initiated the payment process through the GeM platform, a payment trigger will be automatically generated for payment equivalent to 80% of the corresponding quantity/ 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.



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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).

Kanabeddy
(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.

