

## **Sahay GeM App TERMS OF SERVICE**

These terms of service (**Terms**) govern your use of the Sahay GeM application for mobile and handheld devices (**App**) and the services provided thereunder. Please read these terms and conditions (**Terms**) carefully before you download, install or use the App. By clicking on the “I Agree” button, you signify your acceptance of the Terms, and your agreement to be bound by them. The Terms may be amended from time to time with notice to you. In order to continue using the App, you will be required to accept the revised Terms.

### **1. PARTICIPANTS**

The App allows you to access the Sahay GeM ecosystem (**Sahay-GeM Ecosystem**) - an ecosystem designed to offer registered sellers on the GeM portal the opportunity to finance the orders they have received through such portal. The participants (**Participants**) on the Sahay-GeM Ecosystem are as follows:

- (a) **GeM** – the Government eMarketplace;
- (b) **Borrower** – a seller on the Government eMarketplace who wishes to avail of a Sahay loan from the Lender;
- (c) **Lender** – a bank or a non-banking finance company that is willing to provide a Sahay Loan to the Borrower;
- (d) **Sahay App Host** – the entity that hosts the Sahay App;
- (e) **Collections and Settlement Escrow Bank** – the scheduled commercial bank that provides escrow services to the App Tech Provider, Borrowers and Lenders through a virtual account facility for collections, payments and settlement services and maintains the Virtual Collections Escrow Account for such purposes;
- (f) **App Tech Provider** – the entity that operates and manages the Sahay App.

You shall only be allowed to access the Sahay-GeM Ecosystem if you are an eligible Borrower. By accepting these Terms you indicate your acceptance of the Sahay-GeM Ecosystem participation terms on [www.gemsahay.in](http://www.gemsahay.in)

### **2. SERVICE OVERVIEW**

The App is the client-side application designed to provide you the following services (**Services**).

- (i) discovery of loan offers with respect to any confirmed order that you have secured on the GeM portal;
- (ii) the ability to accept and agree to the Lender’s terms with regard to the loan offer that you have selected (**Sahay Loan**);
- (iii) the ability to authorise the creation of a virtual collection escrow account in accordance with the Sahay-GeM Ecosystem participation terms;

- (iv) the ability to authorise GeM to transfer all payments received against the order/invoice against which you have availed the loan into the Virtual Collection Escrow Account;
- (v) the facility to review the status of all your loans and outstandings on the Sahay-GeM Ecosystem; and
- (vi) the facility to make any payment directly to the Lender.
- (vii) the facility to de-list and/or re-list you in accordance with the delisting norms set out in the Sahay-GeM Ecosystem participation terms

### **3. SHARING OF INFORMATION**

You hereby authorise GeM to share your information set out in Annex 1 (**Borrower Information**). You further authorise GeM to aggregate and anonymise data for the purpose of improving App performance and quality of the Services.

### **4. CREATION OF THE VIRTUAL COLLECTION ESCROW ACCOUNT**

You hereby authorise the establishment of virtual collection escrow account (**Virtual Collection Escrow Account**) under the master escrow established by the App Tech Provider with a Collections and Settlement Escrow Bank for handling payments and settlements as required under these Terms. You hereby authorise the Collections and Settlement Escrow Bank to undertake the collection, payments and settlement services as envisaged in these Terms, including but not limited to the debit or credit of amounts into such account.

### **5. PAYMENT AUTHORISATION**

You hereby agree that once you have accepted the terms of the Sahay Loan, the Virtual Collection Escrow Account shall be linked to your Sahay Loan. You hereby authorise GeM to ensure that all payments made under the order/invoice against which your Sahay Loan has been provided shall only be made into the Virtual Collection Escrow Account by updating the bill that activates payment through the PFMS with the details of the Virtual Collection Escrow Account.

### **6. DEFAULT**

You agree that in the event you fail to repay the Sahay Loan or for any other reason commit a default of any of the terms of these Terms, the terms of the Sahay Loan or of the Sahay-GeM Ecosystem Participation Terms, you are liable to be delisted by GeM from the GeM platform. You hereby accept that such delisting is a reasonable and proportionate consequence of such default. Such action will be in addition to the steps the Lender is entitled to take. However, GeM shall not be liable for any dispute between the Lender and the Borrower.

## **7. USE**

You agree that you will not use the App for any purpose for which it was not intended. In particular you agree that you will not use it to misrepresent yourself as anyone else or as another registered user of the App or to identify or attempt to identify other registered users or gain access or attempt to gain access to the App or its servers for the purposes of committing any fraud or other illegal activity. You agree that you will not do anything to throttle, engineer a denial of service, or in any other manner impair the performance or functionality of the App.

## **8. PRIVACY**

You hereby consent to the collection and use of your personal information for the provision of the Services. The details of the personal information collected and the manner in which it is collected and by whom as well as the purposes for which it will be used is more fully set out in our privacy policy which is available here *<please include the link to the Privacy Policy here>*.

## **9. DISRUPTION**

You agree that you have no expectation of, or right to permanent and uninterrupted access to the Services. While the Services are intended to be accessible to you from everywhere on a 24x7 basis, from time to time and without prior notice of downtime, access to the App or the Services or to any part thereof may be suspended on either a temporary or permanent basis and either with respect to all or a certain class of users.

## **10. LIABILITY**

GeM will make best efforts to ensure that the App and the Services perform as described in Clause 2 but will not be liable for a failure of the App to provide you the Services.

## **11. DISCLAIMER**

The App is being made available on an "as-is" basis. All services such as those provided by this App are never wholly free from defects, errors and bugs, and GeM provides no warranty or representation to that effect or that the App will be compatible with any application, or software not specifically identified as compatible. GeM specifically disclaims any implied warranties of fitness for a particular purpose or non-infringement. The functioning of the App is dependent on the compliance by all registered users of the App with these Terms. Accordingly, GeM disclaims all liability on account of such non-compliance by other registered users.

## **12. GRIEVANCE REDRESSAL**

You can report any bugs in the App or defects and deficiencies in the Services to helpdesk-gem@gov.in

GeM will make every endeavour to address all reported bugs, defects and deficiencies.

### **13. GOVERNING LAW**

These Terms shall be governed by the laws of India.

## Annex 1

### 1. Seller (“Borrower”) Registration Details

Seller ID on GeM, PAN, GSTN Number  
email and Mobile  
Seller Onboarding date on GeM  
Primary Bank Account Details  
Account Number  
IFSC Code  
Name of account holder

### 2. Borrower’s Collections Account Details

Account Number  
IFSC Code  
Name of account holder

### 3. Purchase Order Details

PO details  
PO Number (Contract Number)  
Contract Date  
Order Amount  
Order Acceptance Date  
Order Delivery End Date  
For such period as available

- Number and value of orders placed
- Number and value of orders delivered
- Number and value of orders paid

Buyer details

- GSTN
- Preferred Payment Method for buyer in GeM

Product details

- Name
- HSN Code (optional)
- SAC Code (Optional) (This code is Internal to GeM)
- Unit Price
- Quantity of Units

- Total Price for all Units

#### **4. Consignee's Receipt & Acceptance Certificate (CRAC) details**

Seller details

Seller ID on GeM

GSTN ID selected during invoice generation

Seller's Tax Invoice Number & Date

Invoice details

- Contract Number in GeM
- Acceptance or CRAC date
- CRAC number
- Amount
- Quantity shipped by Seller
- Quantity accepted by Buyer
- Quantity rejected by Buyer
- GST Amount

Last 90 days orders

- Number and value of orders placed
- Number and value of orders delivered
- Number and value of orders paid

Product details

Name

- HSN Code (optional)
- SAC Code (Optional) (This code is Internal to GeM)

#### **5. Seller ratings**

Coverage rating

Reliability rating

Timely Delivery rating

Quality rating

Incident rating

Overall rating

#### **6. Bill details**

GeM contract Number

GeM CRAC Number

Bill Number

Bill date  
Bill amount (Net amount post deductions)  
Primary Bank Account Details  
    Account Number  
    IFSC Code  
    Name of account holder

**7. Payment status**

GeM contract Number  
Unique identifier for Payment  
GeM Bill Number  
Paid Amount  
Date of Payment/payment Updating on GeM  
GeM CRAC Number