

MEMORANDUM OF UNDERSTANDING
Setting up of GeM *Samvaad*

This MEMORANDUM OF UNDERSTANDING is entered into on the **14th day of August 2017** on behalf of the President of India represented by Government eMarketplace (GeM), Department of Commerce, Ministry of Commerce & Industries, Government of India, and acting through *Ms. S Radha Chauhan, Chief Executive Officer, Government EMarketplace* which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART:

AND

Confederation of Indian Industry (CII) represented by *Mr Chandrajit Banerjee, Director General, CII* which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the SECOND PART

Government eMarketplace (GeM), Department of Commerce and the Confederation of Indian Industry (CII) are herein also referred to collectively as the "Parties" and individually as the "Party"

Preamble:

The total value of procurement of both Central and State Government organizations is upwards of Rs five lakh Crore per annum. 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 Central or State Government agency. A transparent, efficient and accountable public procurement system is also required to create a conducive environment for the domestic industry & entrepreneurs to do business with the Government. By setting up Government eMarketplace (GeM), the Government has ushered in huge structural changes in the entire public procurement machinery. GeM 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.

Both the Parties have entered into a *bipartite* MEMORANDUM OF UNDERSTANDING in order to set-up an institutional mechanism for formal interaction between the industry and GeM.



NOW IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. Obligations/Commitments:

1.1 GeM to take following measures:

- a) To provide a facility on the GeM portal for displaying & seeking feedback from the industry for the technical parameters/SLAs of goods/services already available/to be brought on GeM
- b) Integration of the GeM system with the CII database of its members
- c) Jointly organize the annual Industry-GeM convention with CII.
- d) Adopt suitable measures to promote the Indian industry and entrepreneurs

1.2 CII to take the following measures:

- a) To onboard CII members as well as those from other Pan-India Industry Associations, sectoral/regional industry/trade associations etc affiliated with CII, onto the GeM-Industry forum.
- b) The GeM Industry Forum being established would be a collaborative initiative of the GeM SPV with the Indian Industry and all its formations across the country (to be steered and coordinated by CII) (a) to foster a vibrant and focused engagement with the Industry on all aspects of doing business with the Government (b) to appropriately raise issues and suggest solutions that would enhance quality of the GeM and all its deliveries (c) to collaborate with concerned agencies including State Governments and specially the constituents of MSME Sector in building their capacities and capabilities to transact on GeM (d) to explore ways and means of promoting Government of India policies relating to Make in India, PMA, Start-ups, MSME etc.
- c) Create awareness about GeM among the forum members as well as the Industry
- d) Partner with GeM to create an online ecosystem comprising of Government procurement officers/domain specialists, subject experts, entrepreneurs etc for discussion on procurement related topics and also for seeking inputs on product specifications & service SLAs that can be manufactured by the Indian industry and provided by Indian service providers
- e) Organize annual Public Procurement Convention of all the stakeholders. This convention shall provide an opportunity for the Government organizations to interact with the suppliers/service providers; the former shall be able to share their requirements with the industry and the latter shall be able to provide their inputs as well as

plan their manufacturing/system designing. This Convention shall also provide an opportunity to the industry to collectively work to improve the product/service standards. Training & capacity building activities shall be an integral part of this Convention.

- f) In collaboration with GeM, set up GeM Resource Centres at its Regional Offices (presently numbering 67). Mandate of these GeM Resource Centres shall be capacity building of both buyers & sellers for making use of GeM, gathering feedback from stakeholders and general handholding for promoting effective and efficient use of GeM.

2. Financials:

Unless otherwise specifically agreed to in writing by the Parties for implementing the Scope of Services, each Party will bear the respective costs of carrying out the obligations under this MOU. It has been agreed between the Parties that apart from the objectives and initiatives envisioned under this MOU, if both the Parties after mutual consensus, wish to undertake any other programmes and initiatives which have financial implications, the same shall be discussed between the Parties and both the Parties shall execute separate MOU or Agreement for all such programmes and initiatives. Taxes if any will be charged extra and withholding tax if any will be deducted by respective party on any financial transaction as per applicable laws.

CII may collaborate with and seek financial support, donations from national and international organizations, and partners for cooperative activities to be undertaken under this MoU, after consultation with GeM. All statutory & regulatory requirements in this regard shall be the sole responsibility of CII. GeM shall be indemnified from any obligation/conflict arising from such partnership(s)

3. Termination clause:

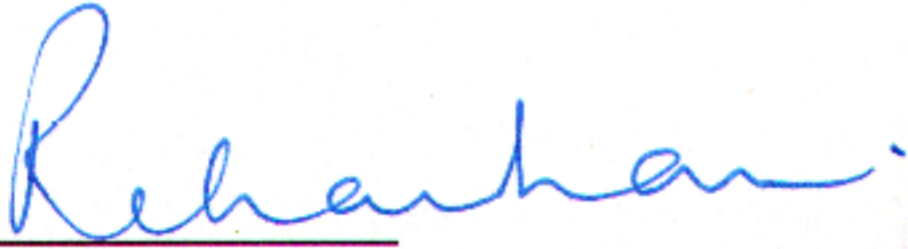
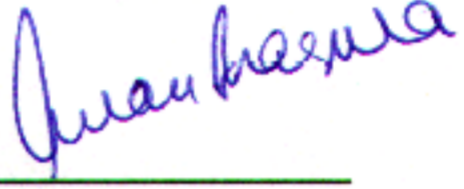
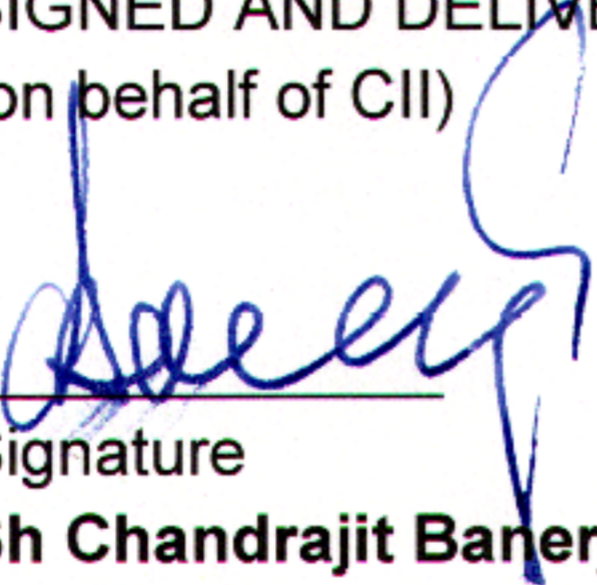
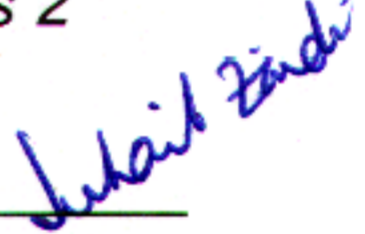
Each Party shall have the right to terminate the MEMORANDUM OF UNDERSTANDING by giving three (03) months' written notice in writing to the other Party at any time. If the MEMORANDUM OF UNDERSTANDING is terminated by either Party, steps shall be taken to ensure that the termination does not affect any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

4. 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, whereof the parties hereto 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></p> <p>Signature S Radha Chauhan Chief Executive Officer, (Government EMarketplace)</p> <p>Jeevan Tara Building, 5-Sansad Marg, New Delhi- 110 001</p>	<p>In the presence of</p> <p>Witness 1 </p> <p>Signature</p> <p>Aman Sharma, Director (GeM), DGS&D, Jeevan Tara Building, 5-Sansad Marg, New Delhi</p>
<p>SIGNED AND DELIVERED BY (on behalf of CII)</p> <p></p> <p>Signature Sh Chandrajit Banerjee DG, CII New Delhi</p>	<p>Witness 2 </p> <p>Signature <i>Col Subair Zaidi (Retd)</i> Head ICT CII, Lodi Road New Delhi</p>