

# INDIA NON JUDICIAL

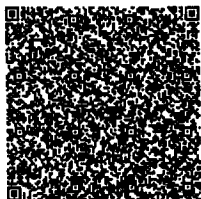


सत्यमेव जयते

## Government of National Capital Territory of Delhi

### e-Stamp

Certificate No. : IN-DL31742303539541U  
Certificate Issued Date : 12-May-2022 05:44 PM  
Account Reference : IMPACC (IV)/ dl732103/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL73210349416215829257U  
Purchased by : GOVERNMENT EMARKETPLACE  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : GOVERNMENT EMARKETPLACE  
Second Party : CSC SPV AND DOP  
Stamp Duty Paid By : GOVERNMENT EMARKETPLACE  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



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### MEMORANDUM OF UNDERSTANDING

This memorandum of understanding [MoU] will form the basis of cooperation  
between

Government eMarketplace, CSC e-Governance Services India Ltd., and Department of Posts,  
for the implementation of the GeM Advocacy, Outreach, Mobilization and Capacity-building  
Project with last-mile stakeholders.

#### Statutory Alert:

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अजय कुमार राय / Ajay Kumar Roy  
Chief General Manager  
Directorate, Department of Posts,  
Government of India



This Memorandum of Understanding [MoU] is made and executed on this 18<sup>th</sup> day of May 2022, by and between the

Government e Marketplace having its office at 3<sup>rd</sup> Floor, Jeevan Bharti Building, Janpath, New Delhi, 110 001 and represented by Shri PK Singh, Chief Executive Officer, GeM, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns, of the FIRST PART,

CSC e-Governance Services India Ltd. having its office at MeitY, Electronics Niketan, 3<sup>rd</sup> Floor, 6 CGO Complex, Lodhi Road, New Delhi 110 003 and represented through Shri Sanjay Kumar Rakesh, Chief Executive Officer, CSC-SPV, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns, of the SECOND PART  
AND

Department of Posts, Ministry of Communications, Government of India, having its office at Parcel Directorate, Malcha Marg PO Complex, Chanakyapuri, New Delhi 110 021 and represented by Shri Ajay Kumar Roy, Chief General Manager [Parcel Directorate], Dept of Post which expression shall unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns, of the THIRD PART,

#### I. Preamble

WHEREAS Government of India has setup Government eMarketplace [hereinafter referred to as **GeM**], a special purpose vehicle [SPV] under the aegis of the Department of Commerce, Ministry of Commerce and Industry, Government of India as the national public procurement portal for common use goods and services by Central Ministries, State Govt Departments, Public Sector Enterprises, and Autonomous Bodies,


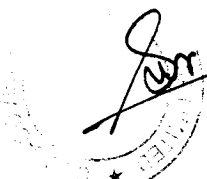
WHEREAS CSC e-Governance Services India Ltd. [hereinafter referred to as **CSC-SPV**], a company incorporated under the Companies Act 1956 under the Ministry of Electronics and Information Technology [MeitY], Government of India to operationalize, rollout and monitor the implementation of Common Service Centers scheme which could be leveraged as a static or permanent enrolment-cum-update centers for the GeM stakeholders and would like to be associated with the project as an "Registrar".

WHEREAS Department of Posts [hereinafter referred to as "**DoP**"], Department of Posts under Ministry of Communications, is governed by the Indian Post Office Act, 1898, and its core activities include processing, transmission and delivery of mail and parcels, money remittances across the country and financial inclusion by providing various financial services and Direct Benefit Transfer at doorsteps of the beneficiaries even in remote rural areas. and would like to be associated with the project as an "Registrar", and

WHEREAS GeM, CSC-SPV, and DoP are hereinafter collectively referred to as the "Parties" and individually as the "Party".

WHEREAS this MoU shall come into effect from 18<sup>th</sup> May 2022 and shall be valid for a period of 03 [three] years, unless terminated by the parties to this MoU upon 30 days written notice sent to the other party by email / registered post acknowledgement due.

#### II. Definitions: Unless the context requires otherwise.

  
  
  
  
  
अजय कुमार राय / Ajay Kumar Roy  
मुख्य महासंचालक / Chief General Manager  
पार्सल निदेशालय, डाक विभाग / Parcel Directorate, Department of Posts  
भारत सरकार / Ministry of Communications, Government of India  
न्यू दिल्ली / New Delhi



- a. Registrars are ministries, departments, agencies, companies owned by the Central/ State Government/ Union Territory, Public Sector Undertakings and other agencies and organizations who in normal course of implementation of some of their programs/ discharge of their mandate/ activities or operations, interact with the citizens.
- b. Enrolling Agencies are entities engaged by the Registrars to perform enrolment and update functions on behalf of the Registrar[s].

### III. Objectives of the MoU


- a. Engagement of last-mile Govt buyers, namely; Panchayati Raj institutions, Local Bodies, etc. in the public procurement ecosystem,
- b. Address the twin challenges of “access to markets” and “access to finance” faced by under-served seller groups through proper e-market linkages in public procurement at every block and district in India, and
- c. Aligning untapped entrepreneurial energy from last-mile producers and vendors in rural India, thereby integrating local value-chains through “Vocal for Local” and “Make in India” initiatives of the Government to further the aim of ensuring a self-reliant “Atmanirbhar Bharat”.

### IV. Scope of the MoU

- a. As per Rule 149 of Government Financial Rules [GFR] 2017, all Government buyers are mandated to procure common use goods and services from GeM, the national public procurement portal.
- b. In this regard, GeM is setting up “GeM Seva Kendra” [GSK] with Govt institutions and bodies in Tier-1, Tier-2 and Tier-3 cities PAN India and further complimented by availability of GeM services through last-mile “Common Service Centres” co-located at CSCs run by Village Level Entrepreneurs [VLE] and network of Post Offices,
- c. GeM is partnering with CSC-SPV and DoP to leverage their existing infrastructure for its’ advocacy, outreach, mobilization, and capacity-building with;
  - i. last-mile Government buyers such as Urban Local Bodies, Panchayati Raj institutions etc.,
  - ii. under-served seller groups in rural areas; namely women and tribal entrepreneurs, micro, small enterprises [MSE], self-help groups [SHGs], farmer producer organizations [FPO], Startups, artisans and weavers, Hunar Haat craftsmen, bamboo producers, and
  - iii. Corporates, Companies [Proprietary/ Partnership/ Private Limited/ Public limited, etc.] including Section 8 Companies, Non-Banking Financial Companies [NBFCs], Private Companies as part of their Corporate Social Responsibility initiatives, Colleges, Scientific and Technical Research Institutions, and Universities, among others.
- d. Common Service Centers through CSC-SPV shall act as only facilitation centers for buyers and service providers as per the list of services in Clause V (b-iii) “Roles and Responsibilities of CSC-SPV”,


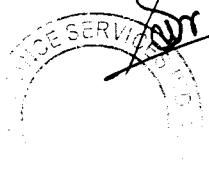
  
उजय कुमार रॉय / Ajay Kumar Roy  
मुख्य निदेशक / Chief General Manager  
पत्रिका संचालन, डाक विभाग / Parcel Directorate, Department of Posts  
भारत सरकार / India Communications, Government of India  
नई दिल्ली / New Delhi




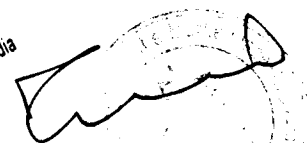
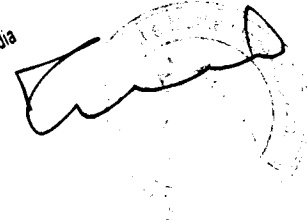
- e. CSC-SPV shall implement the project through Common Service Centers pan India,
- f. GeM Seva Kendras and CSC-SPV operated "Jan Seva Kendra" will work in a hub-and-spoke model where CSCs will serve as the neighborhood GeM facility for last-mile sellers and service providers.
- g. This MoU between GeM-SPV, CSC-SPV and DoP sets out below, the general and broad-based intentions of all entities for collaboration and as an umbrella understanding for facilitation of subsequent agreements and documents relevant for the implementation of the GeM project by CSC-SPV and DoP.
- h. In the interest of clarity and to reduce ambiguity, supplementary agreements/ addendums to this MoU, to capture the details related to implementation of the project under this MoU, may be executed between the parties in writing,

## V. Roles and Responsibilities

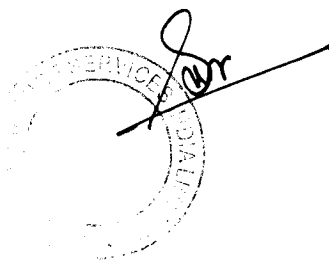
- a. GeM-SPV
  - i. GeM is a trust-based portal where the buyer holds the responsibility to ensure value for money in any purchase made and the seller holds the responsibility to ensure the accuracy and integrity of all information shared. GeM-SPV will ensure the smooth functioning of the portal and all its functionalities, including,
  - ii. Buyer and Seller Registration – Aadhaar and PAN Card based authentication for primary user identification proof
  - iii. Catalogue Management System – UNSPC code for products and services, standardization of technical specifications/ parameters, goods and services supported on the platform
  - iv. Order Placement and Fulfilment – Direct purchase, L1, Bid to Intent, Bid/ Reverse Auction
  - v. Decision Support – Business Intelligence and Analytics, Information visibility, establishing price reasonability, buyer and seller ratings, vendor assessment, demand forecasting, quality assurance, audit trail, communication, and support [contact center, training, and material]
  - vi. Dispute resolution and incident management
  - vii. Data security – responsible to ensure the privacy and security of the platform.
  - viii. Additional features – demand aggregation, bunching/ bundling, multi-cart, proof of non-availability of sufficient competition or unsupported goods/ service
  - ix. Training and Handholding,
    - a. GeM Orientation session for CSCs and India Post to identify training requirements by State Business Facilitators based on participant feedback/ survey responses, job, task and skills-gap analysis,

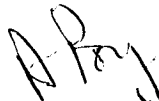
  


  
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मुख्य महावाचक / Chief General Manager  
पत्राचार विभाग / Parcel Directorate, Department of Posts  
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- b. GeM Training Team to develop CSCs and India Post training curriculum in vernacular language for print and digital media based on requirement of participants; information vs knowledge/ skills,
  - c. GeM State Nodal officers to identify and align respective CSCs and India Post staff with training sessions, and
  - d. GeM to coordinate with CSC and India Posts for administrative support and logistics in conducting last-mile training sessions through 6,000+ CSCs nominated by CSC-SPV.
- b. CSC-SPV
- i. Implementation of a dedicated GeM Call Center Solution with features including;
    1. Single Helpdesk number
    2. Cloud-based blended service for inbound and outbound calls.
    3. Development of CRM facility
    4. Complaint/ Query capturing through incoming and outgoing calls
    5. Online Ticket Forwarding to the concerned person/ department
    6. Interim updates and repeat Complaint Management
    7. Online escalation of ticket as per GeM escalation matrix
    8. Updating of progress and visibility of resolution details in the system
    9. Updating progress and resolution to the person registering the concern through call and SMS.
    10. Feedback mechanism
    11. MIS and Dashboards for data analysis
  - ii. Roll-out of GeM Services at CSCs –
    1. Buyer and seller registration, seller product/ service catalog upload and management, and value-added services upon request of the buyers and sellers as mentioned in the transaction rate list.
    2. Any other new service/ functionality developed and implemented by GeM.
  - iii. Value-added services, including;
    1. Order acceptance, Bid/ RA participation, Invoice generation, GeM Sahay Loan Application, Walk-in and escalation desk for resolution of issues pertaining to GeM, and solicit business,
    2. Facilitate photoshoot of product images – ensure photography services for 3 images of each individual product as per GeM specifications through local service providers,
    3. Packaging and labelling of the shipment as per standards defined by DoP before handing over the same to DoP and sales prospects with inactive sellers and service providers on GeM for active participation, and





  
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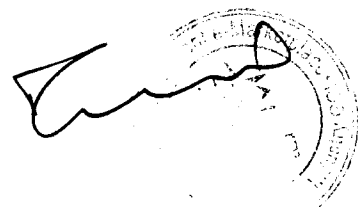


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पारसल विभाग / Parcel Directorate


4. Coordinate with nearest post-office for scheduling pick-up and shipment of packages at rates determined by India Post for Speed Post and Business Parcel.
- iv. Training and handholding –
1. Conduct “Train-the-Trainer and Master Trainer” GeM training programs at 6,000+ CSCs nominated by CSC-SPV at block level who in turn will train panchayat level VLEs, and
  2. Assist GeM-SPV by providing access to CSCs network across the country for assisted buyer, seller, and service-provider registrations initially through Jan Seva Kendra at block/district-level CSCs.
- iv. Sensitization and awareness of GeM portal among;
1. local buyers, sellers and service providers and making this initiative popular through banners at CSC locations, CSC workshops and other awareness campaigns including newsletters and CSC communications, and
  2. awareness about GeM, branding and promotion of the portal among local entrepreneurs, online registration of last-mile Panchayati Raj Institutions etc., among others.
- v. Submission of a consolidated invoice on a monthly basis to GeM for payment of “Metered Service/ Called Party Pays” service delivered through the Short Code.
- vi. Assign a single-point-of-contact [SPOC] in charge of this relationship for all technical and operational matters for resolution.
- c. DoP
- i. API-integration of GeM and India Posts databases to enable India Post as a logistics service provider for sellers on GeM portal,
  - ii. Share rates for packaging materials and shipment of packages through Speed Post and Business Parcel , through India Post website, online, print and office communication channels,
  - iii. Conduct “Train-the-Trainer” training programs related to various postal products and services such as Speed Post and Business Parcel, namely,
    1. Packaging of consignments using packaging material defined as per the Shipment Packaging Policy of DoP, at 6,000+ CSCs nominated by CSC-SPV in a phased manner who will in turn train panchayat level VLEs,
  - iv. Ensure availability of all DoP-India Post packaging material including boxes, BOPP tapes, bubble-wrap, flyers and air sacks in-store at nearest post offices for CSCs,

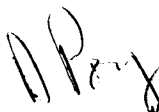
  


  
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- v. Pick-up, transmission and delivery of Speed Post and Business Parcel as per standards defined by DoP, thereby ensuring reliability in the quality of service and delivery benefits of e-commerce across rural India by providing physical connectivity up to the last mile, and
  - vi. Ensure priority processing of all GeM labelled packages at DoP facilities.
- d. In furtherance of the aforesaid, all parties shall endeavor to collaborate in capacity building, value-added services, research and publications, and promotion of programs and activities listed below.
- i. Promotion of “GeM Sahay” app to provide “access to finance” for under-served seller groups who receive orders on GeM portal,
  - ii. Promote the Public Procurement Policy for Micro and Small Enterprises [PPP-MSE] and Public Procurement Preference to “Make In India” [PPP-MII] initiatives of the Government to help Govt buyers meet the procurement targets set aside for under-served seller groups in public procurement.
  - iii. Facilitate networking, workshops, marketing events, awards, and recognitions, focus initiatives on all stakeholders through the CSCs, and India Post offices,
  - iv. Mutually invite and participate in programs being implemented by respective parties at local, state, and national level to promote various Govt initiatives for benefit of Panchayati Raj institutions, Local Bodies, etc. in the public procurement ecosystem, and last-mile under-served sellers groups and service providers.
  - v. Shall carry out analysis and studies on issues of common interest, thereby building an effective knowledge partnership,
  - vi. Participate in research, surveys and data collection, exchange of information and data, documentation, and research materials in the field of procurement and build a knowledge repository, and
  - vii. Production of dissemination of publications, newsletters, and or journals and research analysis by all parties, that promote and support the findings of the assessment on a national platform and mutual participation in knowledge sharing activities.
  - viii. Disseminate information about promotion and development of under-served seller groups such as women, tribal and SC/ ST entrepreneurs, MSMEs, Startups, agripreneurs, artisans, weavers, divyangjan, bamboo producers and hunar haat craftsmen at District, Block and Panchayat level,
  - ix. Use GeM, CSC, and India Post logos in documentation related to the cooperation in projects and activities, in accordance with the current policies of each organization,
  - x. To assist local sellers in e-KYC services, online verification of income tax returns, Udyam registration number for MSEs, DPIIT-recognized Startups, GSTIN #,

  
CSC

  
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India Post

MCA21, FSSAI certificate, tying and printing of MRP declaration letter, updating seller and service providers' office address and banking details, photography services for 3 images of each individual product as per GeM specifications, product catalogue upload and management, Bid/ RA participation, Order acceptance, GeM Sahay Loan Application, Packaging, Invoice generation, Branding at CSC Centers (Wall Banner), and other roles envisaged for CSCs through Post Office CSCs.

- xi. Jointly network with local organizations, institutes, and sector-specific clusters, share testimonials from seller on mutual initiatives with senior officials and partners, and
- xii. Any other matter with mutual consent of all parties.

**VI. Support to be provided**

BUSINESS ACTIVITY	GEM-SPV	CSC-SPV	DOP
<b>TRAINING &amp; DEVELOPMENT</b>	<p>Regular training and availability of training material on the platform</p> <p>Knowledge and Training support in seller modules for VLEs at CSCs</p> <p>Facilitate "Train the Trainer" program,</p> <p>Share updates on new functionalities along with updated training materials, and</p> <p>Certification programs for trainers through Massive Online Open Courses [MOOC] on National Portal for Technical Learning [NPTL]</p>	<p>Provide access to 6,000+ CSCs nominated by CSC-SPV for GeM Training sessions for VLEs</p> <p>Mobilization of CSCs at district-level for GeM training sessions</p> <p>Roll-out of GeM training sessions for block and panchayat level training, post launch of district and block-level</p>	<p>Knowledge and Training support in packaging and logistics for VLEs at CSCs in a phased manner</p> <p>Facilitate "Train the Trainer" program, and</p> <p>Backend support through DoP Training materials.</p>
<b>PHYSICAL INFRASTRUCTURE</b>		<p>Use of individual CSC premises for roll-out of GeM Services</p> <p>Provide use of end point devices at CSCs including PCs, printers, scanners, routers, PoS</p>	<p>Use of individual Post Office premises for roll-out of GeM Services</p> <p>Provide use of end point devices at Post Offices including PCs, printers, scanners,</p>

**Ajay Kumar Roy**  
मुख्य महासंचालक / Chief General Manager  
जनसंचार विभाग, डाक विभाग / Parcel Directorate, Department of Posts  
राज्य मंत्रालय, भारत सरकार / M/o Communications, Government of India  
नई दिल्ली / New Delhi



**NETWORK  
INFRASTRUCTURE**

GeM will ensure uninterrupted 24x7x365 operations of GeM portal for all CSCs.

machines and any other equipment to perform GeM related activities

routers, PoS machines and any other equipment to perform GeM related activities

Customer support via Call Center

**BUSINESS  
SOLICITATION AND  
SALES**

Provide seller and service provider leads to CSCs for engagement with active and follow-up with inactive sellers.

Pursue seller and service provider leads shared by GeM and engage them with portal information, customer query resolution and lead generation for new products and services.

**ONBOARDING  
SELLERS AND  
SERVICE-PROVIDERS**

Onboard sellers and service-providers to ensure hyper-local procurement

Same as in CSCs

Engage under-served seller groups such as women entrepreneurs, artisans, weavers, and craftsmen in the local vicinity to ensure promotion of "One District, One Product" and "Vocal for Local"

**CLIENT SERVICES**

Take request and or execute transactions on behalf of the seller/ service provider

Facilitate addressal of seller/ service provider grievances acting as the first point of contact for GeM and escalating them for resolution, when required.

**RESOURCE  
REQUIREMENTS**

Minimum 1 VLE/  
operator requirement at

Minimum 1 [One] staff  
requirement at India

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ए. पी. डी. कार्यालय / M/o Communications, Government of India  
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**SUPERVISION AND INSPECTION**

Inspection of records during visits and annual inspection of CSCs by GeM officials as per format and questionnaire  
Monitoring of Service delivery

CSCs will be dedicated at each CSC.

Only trained and authorized VLEs with knowledge of GeM seller and service provider modules to provide GeM services.

Report challenges and anomalies to GeM, if any, in delivery of products/services of GeM, and India Post for improved delivery of services

Management of monitoring and supervision of services delivered by CSCs on behalf of GeM

Post offices will be dedicated/ earmarked.

Only trained and authorized staff with knowledge of GeM seller and service provider modules to provide GeM services.

**PERFORMANCE MONITORING**

Performance monitoring of CSCs to achieve mutually agreed business targets on a regular basis.

CSC-SPV to organize visits of teams comprising of GeM, CSC-SPV and DoP on month, quarterly and yearly basis.

Performance reports to be shared after each visit.

Each party to bear their expenses.

**DISPUTE RESOLUTION AND INCIDENT MANAGEMENT**

Making available all the information that may help in the resolution of the dispute,

Escalation of all buyer/ seller disputes to GeM through GeM portal

Same as in CSCs

Providing notice and reasonable opportunity to the buyer/ seller to provide justification, and

Take appropriate administrative action, limited to the platform, against the buyer and/

*A P*  
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नई दिल्ली / New Delhi

**RETENTION OF RECORDS**

or seller as the case maybe.  
Provide a robust audit trail along with an internal system of checks and control that shall make it possible to trace back the activity of any user, if the need arises.

**MISCELLANEOUS SERVICES**

As applicable                      As applicable                      As applicable

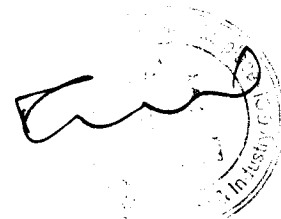
**VII. Transaction Fee**

- a. CSC and India Post Offices will act as front-end outlets for delivering assistance to sellers and service providers seeking to register and list their products and services on the GeM portal.
- b. Govt Buyers, Sellers and Service Providers visiting their nearest CSC and India Post Office will be assisted with various GeM services at **NO CHARGE**,
- c. GeM will reimburse CSC-SPV and Dept of Posts for the successful buyer and seller registrations, and product catalogue upload performed by VLEs and India Post Office Staff based on the monthly reconciliations submitted by CSC-SPV and Dept of Posts, and
- d. The charges for successful buyer and seller registrations, and product catalogue upload are mutually agreed by GeM, CSC and DoP and are listed below.

Sr. No	Nature of Service	Transaction Fee [INR] [Inclusive of GST]
<b>A</b>	<b>Buyer Registration</b>	
1	Primary Buyer ID and Secondary Buyer ID Creation including; manage divisions and post, assignment of roles (per secondary user)	50/-
<b>B</b>	<b>Seller Registration and Account Updation (with all KYC details)</b>	
1	2-step authentication/ e-KYC services for local buyers, sellers, and service providers,  Online verification of income tax returns, Udyam registration number for MSEs, DPIIT-recognized Startups, GSTIN #, MCA21, FSSAI certificate 9 (if required),  Updating seller and service providers' office address and banking details	100/-



**Ajay Kumar Roy**  
मुख्य महासंचालक / Chief General Manager  
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	Filing of Vendor Assessment/ Exemption Application	
<b>C</b>	<b>Product/ Service Catalogue Upload &amp; Management</b>	
1	Filing for Brand/ OEM Panel Approval (non-mandatory)	50/-
2	Photography services for 3 images of each individual product as per GeM specifications	
	Uploading product photographs, vendor assessment report, and MRP declaration letter in the format provided	150/-
	Completion and online submission of product/ service catalogue for approval	
<b>D</b>	<b>Miscellaneous Services [Internal]</b>	
1	GeM, CSC & India Post Branding at CSCs (Wall Banner)	500/- per banner per center
2	Packaging and Logistics at CSC and Post Offices	Shipment Cost + Cost of DoP packaging materials



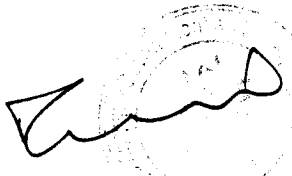
- Govt buyers, sellers and service-providers will pay CSCs and India Post Offices for the packaging, shipment and logistics services availed.
- It is to be noted that the number and nature of services will increase in future for which necessary amendments may be made to this MOU with mutual agreement as is appropriate.
- Reconciliation of successful transactions by parties on a monthly basis.

#### VIII. Technical Integration

- GeM shall integrate CSC Connect and India Post Payments solution on the GeM portal for single sign-in and reconciliation of successful buyer and seller registrations, product image and catalogue uploads and for other services performed by CSCs and Post Offices.

#### IX. Rewards and Incentives

- CSCs and Post Offices will be felicitated for their performance related to the promotion of e-commerce activities at their respective Block, District and State levels.
- Top performing CSCs and Post Offices in terms of achieving highest number of i) successful buyer and seller registrations, and ii) product and service catalogue uploads will be recognized and receive awards at the Annual National Public Procurement Conclave [NPPC] held each year by GeM-CII during 8-9<sup>th</sup> August in New Delhi.
- GeM will work with CSC-SPV and India Post to train top performing CSCs and staff at Post Offices as "GeM Master Trainers" during "GeM Boot Camps", create and share their success stories in print and digital media, and groom them as GeM Ambassadors, in their respective communities.

अजय कुमार राय / Ajay Kumar Roy  
मुख्य महाप्रबंधक / Chief General Manager  
मिडिल सिस्टम, डाक विभाग / Parcel Directorate, Department of Posts  
भारतीय डाक / India Post, Ministry of Communications, Government of India  
नई दिल्ली / New Delhi

## X. Information and Confidentiality Obligation

- a. The parties shall on a regular basis, discuss and consult on matter of common interest to achieve the purpose of this MoU.
- b. For this MoU, parties may share confidential information with each other in written or oral, information such as projection, data, know-how, design material, etc. which are confidential in nature. The recipient is obligated to keep such information confidential and not disclose it nor to permit the disclosure of it to any third-party except in accordance with the provisions stated herein and undertake to use the confidential information solely for the purpose of this agreement and not to make any third-party use such information, whether commercial or non-commercial, without the prior written consent of the disclosing party.
- c. Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the parties.
- d. The obligation of confidentiality created pursuant to this clause shall be in force even after termination or expiry of this MoU,
- e. Each party will promptly notify the other party of any actual or suspected misuse or unauthorized disclosure of the other Party's Confidential Information.

## XI. Use of name and logo

- a. Save as expressly permitted herein, each party shall use the name, logo, and trademarks of the other party only for the purpose of this MoU as defined herein.
- b. During the term of this MoU, each party is permitted to use the other party's name logo and trademarks for the purpose of publicizing the MoU and subject to the confidentiality obligations stated herein. When referring to this MoU, each party undertakes to use the other's name in good faith reflecting the agreed upon nature of the collaboration contemplated hereunder, and only in relation to or in furtherance of this MoU.



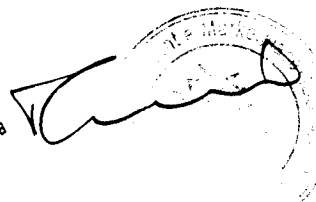
## XII. Funding and Financial Responsibilities

- a. Each party will bear its respective costs for carrying out its obligations under the MoU, unless otherwise agreed to in writing by the parties for implementing the scope of services.

## XIII. Indemnification

- a. Each party shall indemnify and hold harmless the other party including their respective officers, directors, employees, representatives, affiliates, successors, and assigns, from and against all claims, demands, costs, liabilities, losses and expenses, adverse judgement and damages arising out of or in connection with this MoU arising out of the indemnifier's gross negligence or willful misconduct in performing any of its obligations under this MoU.

## XIV. Termination Clause

  
  
अजय कुमार राय / Ajay Kumar Roy  
मुख्य महानिदेशक / Chief General Manager  
पत्रक विभाग, डाक विभाग / Parcel Directorate, Department of Posts  
भारत सरकार / Ministry of Communications, Government of India  
नई दिल्ली / New Delhi  


- a. This MoU shall become effective from the date of execution as signed by all parties and continue in effect until the 3<sup>rd</sup> anniversary of such date, unless terminated earlier by either party upon notice to the other.
- b. Each party shall have the right to terminate this MoU by giving 30 day notice in writing to the other party at any time.
- c. Termination by either side shall not affect any prior obligation, project, or activity already in progress.

**XV. Amendment Clause**

- a. This MoU maybe modified or amended by written agreement between all the parties.
- b. It is hereby agreed that this signed MoU can be put in public domain by all parties.

**XVI. Intellectual Property**

- a. Nothing in this MoU is intended to grant either party a right to use the intellectual property of the other party.
- b. All intellectual property held by a party, prior to entering this MoU or disclosed or introduced in connection with this MoU and all materials in which such intellectual property is held, or disclosed, or introduced in connection with this MoU shall remain the property of the Party introducing or disclosing it.

**XVII. Data Confidentiality and Storage**

- a. All parties to ensure that adequate security control measures are implemented for guarding against Data leakage / Data corruption /Security breach etc. as well as control measures in place to prevent, detect and react to breaches including data leakage. Respective solutions should have appropriate access control mechanism with reliable authentication mechanism.
- b. Data of all application users along with their login credentials should be stored within India. Classification of data hosted on cloud shall follow the Information assets classifications guideline of GeM.

**XVIII. No Liability:**

- a. Neither Party will be responsible for any liabilities associated with the operationalization of this MOU


**XIX. Reputation:**

- a. Neither Party shall not do or cause to be done any act whereby the reputation and goodwill of the other Party is adversely affected

**XX. Dispute Resolution**

- a. Any and all differences and disputes whatsoever arising between the parties shall in the first instance be resolved mutually between the parties and in the event of a non-resolution the matter may be referred to arbitration.



  
अजय कुमार राय /Ajay Kumar Roy  
मुख्य महासंचालक / Chief General Manager  
पत्र-विभाग, डाक विभाग / Parcel Directorate, Department of Posts  
भारत सरकार, भारत सरकार / M/o Communications, Government of India  
नई दिल्ली / New Delhi



- b. The reference shall be made to a sole arbitrator to be mutually appointed by parties whose decision shall be final and binding on the parties. The proceedings of the Arbitration shall be held at Delhi.

#### **XXI. Reports**


- a. All the parties shall provide transactional and operations reports periodically to each other, which may be specific to a service, geographic region or consolidated in a format specified by the parties.
- b. These reports would help in understanding the effectiveness of the services, Issues faced in the field, and potential improvement areas. All the parties may utilize this information to further improve its artifacts and infrastructure and other components under its scope of operations.

#### **XXII. Disclaimer and limitation of liabilities**

- a. CSC shall not be responsible if any information provided by buyers and service providers during registration later on found inappropriate.
- b. CSC shall not be responsible for warranty/guarantee of product provided by service provider to buyers in the event that the Product is inoperable or defective or does not perform the functions set out in the product documentation.
- c. Except as specifically provided in this Agreement, the Product is provided "as is" without warranty of any kind, express or implied, including but not limited to warranties of performance, merchantability, fitness for a particular purpose, accuracy, omissions, completeness and delays. The Company disclaims all other warranties, express, implied, written or oral, including but not limited to merchantability, fitness for a particular purpose, and infringement.
- d. Except as expressly provided in this Agreement, the CSC does not make any warranties, including that access to the Product will be uninterrupted, secure, complete or free from error, or in relation to the Product and the CSC will not have any liability in this regard.
- e. The CSC will not be liable in contract or law for any loss of data, income, profit or savings or indirect, incidental, consequential, exemplary, punitive, or special damages, of buyers and service providers.
- f. The CSC will not be liable in contract or law for any loss of whatsoever kind, caused to the buyer/service providers, howsoever arising, suffered in connection with the Product.
- g. CSC shall not be responsible for quality, specifications, trademark, and Intellectual Property right in connection with the Product.

#### **XXIII. Severability**

- a. If any provision of this MOU is found by any Government or administrative body of competent jurisdiction to be invalid or unenforceable, provided that the invalidity or

  
Ajay Kumar Roy  
General Manager  
Postal Directorate, Department of Posts  
Ministry of Communications, Government of India  
New Delhi

  
Ajay Kumar Roy  
General Manager  
Postal Directorate, Department of Posts  
Ministry of Communications, Government of India  
New Delhi



un-enforceability of such provision shall not affect the other provisions of this MOU, then all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

- b. The Parties hereby agree to attempt to substitute for any invalid or unenforceable provision with a valid or enforceable provision, which achieves to the greatest extent possible the economic, legal and commercial objectives of the invalid or unenforceable provision.

#### XXIV. Force Majeure

- a. In the event either party is delayed or prevented from performing this MoU any obligations due to any cause beyond its reasonable control, including but not limited to any natural calamity earthquake, tsunami, flood, civil unrest, major power failures, internet connection failure, failure of telecommunications, war, Government Sanctions, restrictions, guidance, notifications and acts of God, ("Force Majeure"), such delay shall be excused during the continuance of delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed.
- b. In the event any such delay continues for a period of more than thirty (30) days, either Party may terminate this MoU under which performance is delayed upon written notice to the other party.
- c. Each of the Parties agrees to give notice forthwith to the other upon becoming aware of an Event of Force Majeure containing details of the circumstances giving rise to the Event of Force Majeure.


#### XXIV. Miscellaneous Provisions

- a. This MoU is entered into between the parties on a principal-to-principal basis and nothing in this MoU shall constitute or be deemed to constitute a partnership or agency between the parties hereto and the parties shall not have any authority to bind the other party in any way.
- b. This MoU shall be governed and construed in accordance with the laws of India. Any differences or disputes arising out of or in connection with this MoU shall be subject to the exclusive jurisdiction of Courts at New Delhi only.
- c. Each party will comply with all applicable laws, rules, and regulations in its performance of this MoU.

#### XV. Key Points of Contact

- a. To facilitate the implementation of overall arrangements between the parties, the focal points for all purposes associated with this MoU and the channel of communication will be the signatories mentioned below.





अजय कुमार रॉय / Ajay Kumar Roy  
मुख्य महानिदेशक / Chief General Manager  
पैकेट विभाग / Parcel Directorate, Department of Posts  
भारतीय डाक / India Post, Ministry of Communications, Government of India  
नई दिल्ली / New Delhi





For GeM:

CEO

Government eMarketplace

Tel: 011- 2372 5091

Email: ceo-gem@gov.in

For CSC:

CEO

CSC e-Governance Services India

Ltd.

Tel: 011-4975 4975

Email: sanjay.rakesh@gov.in

For Dept of Posts

CGM [Parcel Directorate]

Department of Posts

Tel: 011-2611 1181

Email: cgm\_pd@indiapost.gov.in

Either party may, by written notice to the other party, designate additional focal points or substitute other focal points for those indicated in this section.

IN WITNESS WHEREOF, the parties have signed this MoU in New Delhi, Delhi on 18<sup>th</sup> day of May 2022.

Government eMarketplace  
[GeM-SPV]

CSC e-Governance Services India  
Ltd. [CSC-SPV]

Department of Posts



Shri PK Singh,

CEO,  
Govt eMarketplace [GeM-SPV],  
Department of Commerce,  
Ministry of Commerce & Industry,  
Govt of India

प्रधान कुमार सिंह, भा.प्र.से. / P. K. SINGH, IAS  
मुख्य कार्यकारी अधिकारी / Chief Executive Officer  
सरकारी ई-मार्केटप्लेस (जेएम)

Government e-Marketplace (GeM)  
भारत सरकार / Government of India  
जीवन तारा बिल्डिंग, नई दिल्ली 110001  
Jeevan Tara Building, New Delhi 110001



Shri Sanjay Kumar Rakesh,

CEO,  
CSC e-Governance Services India  
Ltd [CSC-SPV]  
Ministry of Electronics and  
Information Technology,  
Govt of India



Shri Ajay Kumar Roy,

Chief General Manager,  
Parcel Directorate,  
Department of Posts,  
Govt of India

अजय कुमार राय / Ajay Kumar Roy  
मुख्य महाप्रबंधक / Chief General Manager  
परिपत्रक निदेशालय, डाक विभाग / Parcel Directorate, Department of Posts  
भारत सरकार / Ministry of Communications, Government of India  
नई दिल्ली / New Delhi

In the presence of witnesses,



e-GOVERNANCE SERVICES INDIA LIMITED



Department of Posts  
Ministry of Communications  
Government of India

WITNESS 1

Shri YK Pathak,  
ACEO & CFO,  
Govt eMarketplace,  
Department of Commerce,  
Ministry of Commerce & Industry,

WITNESS 2

Shri Naveen Sharma,  
Vice-President,  
CSC e-Governance Services India  
Ltd [CSC-SPV],  
Ministry of Electronics and  
Information Technology,  
Govt of India

WITNESS 3

Shri K Ranjit Kumar,  
DGM, Parcel Directorate,  
Department of Posts,  
Govt of India

वेब: [www.ge.gov.in](http://www.ge.gov.in)  
अपर सी.ई.ओ. एवं सी.एफ.ओ.  
भारत सरकार / Government of India  
वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry  
गवर्नमेंट ई-मार्केटप्लेस / Government e-Marketplace  
नई दिल्ली / New Delhi-110001

Dated: 18<sup>th</sup> May 2022

New Delhi, India



के. रंजीथ कुमार / K. Ranjit Kumar  
उप निदेशक (पार्सल)  
Deputy General Manager (Parcel)  
पार्सल निदेशालय / Parcel Directorate  
डाक विभाग / Department of Posts  
नई दिल्ली / New Delhi

xx—THE END—xx