

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding ("MoU") is entered into on the date 27-08-22 between Government e-Marketplace ("GeM"), a Special Purpose Vehicle (SPV) under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 company under the Companies Act, 2013, having its office at 3rd Floor, Jeevan Bharati Building, Connaught Lane, New Delhi – 110001 through Chief Executive Officer (CEO), which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART:

AND

Electric Lamp and Component Manufacturers' Association of India ("ELCOMA") having its Corporate Office at A-BLOCK, 122, 1st Floor, DLF Tower-A, District Centre, Jasola, New Delhi, Delhi 110025, India represented by Mr. Shyam Sujan, Secretary General, Electric Lamp and Component Manufacturers' Association of India ("ELCOMA") which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

GeM and the ELCOMA are herein also referred to collectively as the "Parties" and individually as the "Party".

PREAMBLE:

- i. The total value of procurement of both Central and State Government organizations is upwards of Rs. Five Lakh Crore per annum.
- ii. Procurement of goods and services in right quantity, of right quality, at right time, at right price and from right source is an important function for any Central or State Government agency.
- iii. A transparent, efficient and accountable public procurement system is also required to create a conducive environment for the domestic industry and entrepreneurs to do business with the Government.
- iv. By setting up GeM, the Government has ushered in huge structural changes in the entire public procurement machinery.



- v. 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.
- vi. Both the parties have entered into this MoU in order to set-up an institutional mechanism for formal interaction between the GeM and ELCOMA

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

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING AND AREAS OF CO-OPERATION

1.1 Role of GeM:

- a) To provide a facility on the GeM Portal for displaying and seeking feedback from the industry for the technical parameters/SLAs of goods/services already available / to be brought on GeM.
- b) Adopt suitable measures to promote GeM among the members, affiliates and partners of ELCOMA.
- c) To provide the necessary expertise & knowledge base to ELCOMA for supporting the activities of "ELCOMA's GeM Facilitation Centre".
- d) In collaboration with GeM, set up GeM Resource Centers at its various Regional Offices. Mandate of these GeM Resource Centers 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.
- e) Jointly organize the training programs, webinars, seminars and workshops with ELCOMA and carry out the awareness of GeM Portal among ELCOMA members by social media tools, e-mailers, Webinars specially for MSME's.

1.2 Role of ELCOMA:

- a) To encourage ELCOMA members as well as those from the other Pan-India, Industry associations, sectorial /regional industry/ trade associations etc. affiliated with ELCOMA, onto the GeM portal.
- b) ELCOMA will involve its members for engagement with the industry on all aspects of doing business with the Government to appropriately raise issues and suggest solutions



that would enhance quality of the GeM and all its deliveries and 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

- c) Create awareness with support of GeM about the GeM portal among ELCOMA members as well as the industry.
- d) Networking with the local organizations/institutes and sector / cluster specific clusters.
- e) Testimonials on GeM (video/audio) from senior office bearers and members of ELCOMA.
- f) To facilitate GeM in the promotion of its portal through exhibitions and conferences organized by ELCOMA

2. FINANCIALS:

No financial commitment from either Parties unless otherwise specifically agreed to in writing by the Parties for implementing the scope of service. Each party will bear the respective costs of carrying out its obligations under this MOU

ELCOMA may collaborate with GeM and seek financial support and partners for collaborative activities to be undertaken under this MOU, after consultation with GeM.

3. TERM AND TERMINATION :

- a. The duration of this MoU will be for a period of three (03) years, starting from the date of signing of the MoU by the Parties, which may be further extended by mutual consent of the Parties.
- b. Each Party shall have the right to terminate this MoU by giving three months written notice in writing to the other Party at any time. If the MoU 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.
- c. Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the Parties.

4. AMENDMENT

The MoU may be modified or amended by written agreement between the parties. It is hereby agreed that this signed MoU can be put in the public domain by any of the signatories.



5. INFORMATION AND CONFIDENTIALITY OBLIGATION

- i. For the purpose of this MoU, Parties may share confidential information with each other, in written or oral, information such as projection, data, know how, design, materials, 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 MoU and not to make any third party use such information, whether commercial or non-commercial, without the prior written consent of the disclosing Party.
- ii. Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the Parties.
- iii. The obligation of confidentiality created pursuant to this clause shall be in force even after termination or expiry of this MoU

7. USE OF NAME AND LOGO

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 subject to the confidentiality obligations stated herein. When making reference to this MoU each party undertakes to use the other's name in good faith reflecting accurately the agreed upon nature of the collaboration contemplated hereunder, and only in relation to or in furtherance of this MoU

8. INTELLECTUAL PROPERTY

Nothing in this MoU is intended to grant either Party a right to use the intellectual property of the other Party.

9. MISCELLANEOUS PROVISIONS

- i. 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.



- ii. 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 exclusive jurisdiction of courts at New Delhi only.
- iii. Each Party will comply with all applicable laws, rules and regulations in its performance of this MoU

In WITNESS, whereof 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> प्रकाश मिरानी / PRAKASH MIRANI संयुक्त सचिव एवं अपर मुख्य कार्यकारी अधिकारी (जेम) JS & Addl. CEO (GeM) वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry भारत सरकार / Govt. of India श्री प्रकाश मिरानी / New Delhi JS & ACEO Government e Marketplace</p>	<p>In presence of Witness 1 (From GeM , Govt of India)</p> <p> श्री अशिश कुमार / ASHISH KUMAR SAXENA निदेशक-जेम उद्योग मंत्रालय / Director-GeM Buyer Management वाणिज्य और उद्योग मंत्रालय / Ministry of Commerce & Industry गवर्नमेंट ई-मार्केटप्लेस / Government e-Marketplace भारत सरकार / Government of India नई दिल्ली / New Delhi-110001 श्री अशिश कुमार / Ashish Kumar Director Government e Marketplace</p>
<p>SIGNED AND DELIVERED BY (on behalf of Electric Lamp and Component Manufacturer's Association of India)</p> <p> श्री श्याम सुजन Secretary General Electric Lamp and Component Manufacturer's Association of India</p> <p></p>	<p>In presence of Witness 2 (From Electric Lamp and Component Manufacturer's Association of India)</p> <p> श्री राजेश कचवैया Account Officer Electric Lamp and Component Manufacturer's Association of India</p> <p></p>