

छत्तीसगढ़ CHHATTISGARH

N 588229

**MEMORANDUM OF UNDERSTANDING BETWEEN
GOVERNMENT E MARKETPLACE (GEM), GOVT. OF INDIA
AND
INDIAN INSTITUTE OF TECHNOLOGY BHILAI**

**FOR ENHANCING AND UPGRADING THE USER INTERFACE AND USER EXPERIENCE
(UI/UX) OF GEM WEB PORTAL AND MOBILE APPLICATIONS**

DATED 13th JANUARY 2021

This Memorandum of Understanding (MOU) is made this 13th day of January 2021 by and between Government e Marketplace, a SPV of Ministry of Commerce and Industry, Government of India, (hereinafter referred to as GeM which expression shall mean and include its representatives, successors and assigns) having its office at 2nd Floor, Jeevan Tara Building, 5, Sansad Marg, New Delhi 110001 of the First Part;

AND

Indian Institute of Technology Bhilai, GEC Campus, Old Dhamatari Rd, Sejbahar, Chhattisgarh 492015 (hereinafter referred to as IIT Bhilai which expression shall mean and include its representatives, successors and permitted assigns) having its office at Raipur, Chhattisgarh of the Second Part.

(Parties are collectively referred to as the Parties).

PURPOSE:

The Parties will work together to carry out a project for enhancing and upgrading the User Interface and User Experience (UI/UX) of GeM web portal (<https://gem.gov.in>) and mobile applications. The partnership is expected to enhance GeM's current UI/UX on the lines of modern e-Commerce platforms. The primary responsibilities of GeM and that of IIT Bhilai are detailed below:

Performing Personnel:

Performing personnel comprise of officers of GeM as nominated by CEO, GeM and the Faculty advisor and students of IIT Bhilai.

Duration of the MOU:

The partnership shall be valid until the successful deployment of enhanced versions of key GeM modules, including user registration journeys, brand approval modules, product upload modules, Catalogue Management System (CMS), bid participation modules, bid creation modules and buyer & seller dashboards including dashboard of the Original Equipment Manufacturers (OEMs). A total of 6 months shall be earmarked for this UI/UX upgrade project, thus marking the termination date for this MOUs as 6 months from the date of agreement. The two Parties however may decide to mutually extend the scope and term of the project in writing.

Fee:

The MoU is non-commercial in nature and each Party shall bear its own expenses. No fee is required to be paid by both the parties to undertake this project

Expectations from IIT Bhilai

- Provide guidance to GeM on the overall philosophy of product design
- Help redesign key modules on the GeM platform including user registration journeys, brand approval modules, product upload modules, Catalogue Management System (CMS), bid participation modules, bid creation modules and buyer & seller dashboards including dashboard of the Original Equipment Manufacturers (OEMs).
- Provide working prototypes / wireframes of aforementioned modules

Expectations from GeM

- Provide a collaborative environment for students to work on executing UI/UX work at a fast pace; this team shall work directly under the supervision of CEO, GeM.
- Create a team inside GeM to act as a bridge between GeM's technology Managed Service Provider (MSP) and the UI/UX partner. The team shall also guide the students on a timely basis and help them acquire key skills such as PRD (Product Requirement Document) development, scrums, wire framing tools, etc.
- Provide experience certificates /internship certificates, along with letter of recommendations, to students to help them in their future endeavors.

Termination:

- **Termination for convenience:** Either Party can terminate this Agreement for convenience, by giving at least 30 (thirty) days prior written termination notice to the other Party.



- **Termination for cause:** In case of any material breach of the terms of this Agreement, the aggrieved Party may terminate this Agreement by a prior written termination notice of 15 (fifteen) days. If the other Party does not cure the breach within aforementioned period of 15 (fifteen) days of receiving a written notice specifying the breach from the aggrieved Party, then the Agreement shall stand terminated at the close of the 30th day from the date of receipt of notice from the aggrieved Party.

Effect of Termination:

In case of termination for any reason whatsoever by the GeM, all the information, documents, records and any other things shared by the GeM in any form shall be returned by the IIT Bhilai to GeM within (15) fifteen days.

- i. In case of termination for any reason whatsoever by the IIT Bhilai, all the information, documents, records and any other things shared by the IIT Bhilai, in any form shall be returned by GeM to IIT Bhilai, within (15) fifteen days.
- ii. The Terms contained herein by their sense and context are intended to survive, the performance thereof by the Parties shall so survive the completion of performance or termination of this Agreement.

Confidentiality:

All the information and material which is furnished by either of the parties, to the other, should neither be shared nor be used for any purpose other than for the purpose of implementation of this MOU. No such information shall be disclosed to any third party without the permission in writing of the party which has furnished the information.

Intellectual Proprietary Rights (IPR):

- Wireframes, code, reports, data, conclusions or any other kind resulting out of this MOU, shall be the exclusive property of GeM.
- IIT Bhilai shall seek prior written consent of the GeM for publication of these aforementioned conclusions resulting out of this MOU
- IIT Bhilai in any manner cannot claim all or any part of the IPR or commercially exploit all or any of the proprietary rights generated and developed and resulted out of this MOU.
- GeM shall exclusively use, the wireframes, code, reports, data, conclusions or any other kind, resulted out of this MOU for its administration.
- Wireframes, code, reports, data, conclusions or any other kind, arising out of this MOU can be used by IIT Bhilai for further research and analysis, with prior consent of GeM
- All work whether finished, un-finished, work in progress, developed and/or undeveloped result of the project shall belong to GeM.

Indemnification

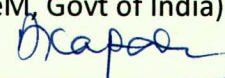

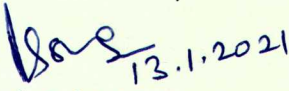

Each party shall indemnify and hold harmless the other party including their respective representatives, officers, directors, employees, affiliates, successors and assigns, from and against all claims, demands, costs, liabilities, losses, expenses, adverse judgement and damages arising out of or in connection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

Modification in Agreement:



All /any modification leading to changes in the MOU shall be considered only when accepted mutually in writing by both GeM and IIT Bhilai by signing amendment(s) to the MOU.

IN WITNESS WHEREOF the parties hereto have set their hands on this the day, month and year first hereinabove mentioned.

<p>SIGNED AND DELIVERED BY (on behalf of GeM, Govt of India)</p> <p> दीपक कपूर 27/01/21 Deepak Kapoor, IA & AS संयुक्त सचिव / Joint Secretary अपर सी.ई.ओ. (जेम) / Addl. CEO (GeM) भारत सरकार / Government of India वाणिज्य विभाग / Department of Commerce सरकार के गोवर्णमेण्ट / Government of India गोवर्णमेण्ट ऑफ इण्डिया / Government of India श्री दीपक कपूर, आ & एस Joint Secretary and Additional CEO Government e Marketplace, New Delhi</p>	<p>In the presence of Witness 1 (From Government eMarketplace)</p> <p> Deepesh 13/1/2021 श्री दीपेश गेलोट, आईएस Director Government e-Marketplace, New Delhi</p>
<p>SIGNED AND DELIVERED BY (on behalf of IIT)</p> <p> 13.1.2021 Prof. Rajat Moona Director, IIT Bhilai</p>	<p>Witness 2 (From IIT)</p> <p> Dr. Barun Gorain Assistant Professor, IIT Bhilai</p>

निदेशक / Director
भारतीय प्रौद्योगिकी संस्थान भिलाई
Indian Institute of Technology Bhilai