



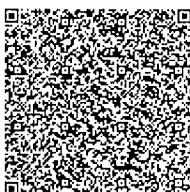
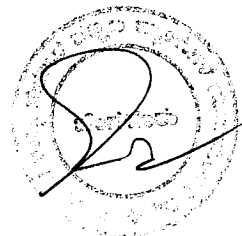
सत्यमेव जयते

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Government of Karnataka

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 Purchased by : SHRI SUNIL R KHARAD
 Description of Document : Article 37 Note or Memorandum
 Description : MEMORANDUM OF UNDERSTANDING
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING ("MoU") made and entered into on **8th April 2022** (hereinafter the 'Effective Date') on behalf of the President of India represented by Government e-Marketplace, 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 2nd Floor, Jeevan Tara Building, Patel Chowk, New Delhi 110 001, and acting through **Shri. Prakash Mirani, JS & Additional Chief Executive Officer**, (hereinafter referred to as 'GeM' which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns) of the FIRST PART.



कार्पोरेट सामग्री Corporate Materials
 बीईएमएल लिमिटेड BEML LIMITED
 बेमल सोधा, 23/1, चौथा मैन, एस.आर. नगर
 एम.एस.एच. 23/1, 4th Main, S.R. Nagar
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Prakash Mirani

Statutory Alert:

1. The authenticity of this Stamp certificate should be verified on the website www.stampsamp.com or using e-Stamp Mobile App of Stock Holding Corporation of India. Any discrepancy in the details on this Certificate and the website/app renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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and

M/s. BEML Limited, a Defence Public Sector Undertaking under the administrative control of the Department of Defence Production, Ministry of Defence, Government of India, having its Corporate Office at 23/1, BEML SOUDHA, 4th Main, S.R.Nagar, Bengaluru-560027 represented by **Shri. Sunil R Kharad, General Manager (Corporate Materials)** (hereinafter referred to as 'BEML', which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns) of the SECOND PART:

GeM and BEML shall hereinafter collectively be referred to as the "Parties" and individually shall be referred to as the "Party".

BACKGROUND AND PURPOSE:

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 organisation. GeM set up by Department of Commerce, Government of India 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. With multiple procurement modes, inbuilt policies for automated market adjustments and end to end digital processes to enable vibrant buyer-seller engagement, GeM has evolved as an increasingly transparent, efficient and inclusive platform. GeM has drastically brought down wait times and prices for buyers, and ensured timely payments to the sellers. Higher participation on the GeM portal has resulted in significant savings accruing to the buyers. These aspects of cost savings and transparency have been endorsed by the World Bank in its independent assessment of transactions on GeM.

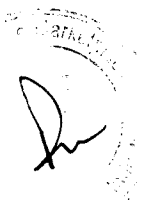
Both the Parties herein have consented to enter into a MoU in order to enable BEML to make use of GeM portal for procurement of both goods and services.

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

1. PURPOSE OF MOU AND AREAS OF CO-OPERATION

1.1 The GeM will take the following measures:

- a) Creating a Unified Procurement System for the country by bringing the functionalities of publishing portals such as the Central Public Procurement Portal and Indian Railways Electronic Procurement System (IRePS) onto GeM to provide a single user experience and consolidate the scattered vendor bases on publishing portals onto GeM leading to advantages of economies of scale, better price discovery and dissemination of best practices in procurement in line with the announcement by the Hon'ble Finance Minister in her Budget Speech for FY 2020-21 (Para 48): GeM is moving ahead for creating a Unified Procurement System in the country for providing a single platform for procurement of Goods and Services.



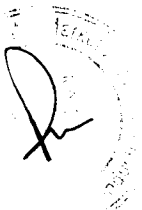
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Sunil R Kharad
08/04/2022

- b) Facilitating BEML to on-board GeM;
- c) Creating the required categories of goods (like Mining & Construction equipment's, Rail & Metro, Defence & Aerospace etc.,) and related Services etc., on GeM Portal wherever required.
- d) Creating the features and functionalities required for fast, easy and transparent procurement from GeM;
- e) Ensuring that transactions in GeM are in line with Central Vigilance Commission (CVC) and Department of Expenditure (DoE) guidelines in so far as applicable to Central Public Sector Enterprises (CPSEs).
- f) Facilitating BEML to impart training to its officials on the use of GeM.

1.2 BEML will take the following measures:

- a) BEML shall make all efforts to procure through GeM all goods and services which are available on GeM
- b) Align their procurement rules/procedures/ processes/ policies with GeM in such a way that they are in sync with the /procedures/ processes and policies of GeM to the maximum extent possible;
- c) Identify and refer to GeM the requisite changes/ features/ functionalities/ specifications required in GeM for their requirements of goods and services;
- d) Communicate the list of additional new categories that are required to be added on GeM portal as well as the list of categories already on GeM requiring alterations along with detailed required specifications in excel sheet;
- e) Use the functionalities of the "seller invitation module" and "crowd sourcing of categories and sellers" module to invite new sellers onto GeM and to suggest the creation of new categories on GeM.in addition to (d) above.
- f) Identify additional clauses that are frequently required in their bids and which are not available in GeM's General Terms and Conditions (GTC), Product Specific Terms & Conditions (STC) and Additional Terms and Conditions (ATC) Library and share the same with GeM;



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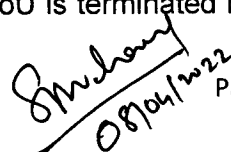
- g) Facilitate and work closely with GeM so as to complete the migration of all their existing vendors including the empanelled vendors, across functions, regional offices, sites and plants of BEML onto GeM;
- h) Data on procurement of goods and services with GeM and also the estimated value of goods and services procured can be shared offline;
- i) Organize user training for their officers and staff for effective use of the features and functionalities in GeM;
- j) Ensure immediate issuance of Provisional Receipt Certificate (PRC) upon receipt of goods/services and Consignee's Receipt-cum-Acceptance Certificate (CRAC) within ten (10) working days of issuance of PRC, by the Consignee;
- k) Ensure payment to vendors/service providers within ten (10) working days of issue of CRAC by issue of necessary order/notification.
- l) Till integration of CPSE's payment system with GeM is completed and a Public Financial Management System (PFMS)-like system is simulated, a special payment system shall be devised by CPSEs for ensuring timely payments to sellers on GeM.
- m) As a first step towards realising the above vision of the Government of India, a functionality for generating "GeM Availability Report and Past Transaction Summary" (GeMAR&PTS) is being made available on GeM with effect from 01.07.2020. This would greatly help and benefit the buyers in taking informed procurement decisions in respect of availability of product/service on GeM along with necessary details relating to past transaction summary. For goods and services available on GeM, BEML shall procure from GeM. For goods and services which are not available on GeM or partially available on GeM, BEML would be given the option of publishing the tender/s for goods and services on GeM itself thereby availing of a single user experience. BEML shall avail of this functionality and procure all their requirements from GeM for goods and services available on GeM as well as those which are not available on GeM.

2. TERM AND TERMINATION:

- a. The duration of the MoU will be for a period of three years (3 years) starting from the date of last signature of the MoU by the parties, which may be extended for further period on mutual agreement of the parties.
- b. Either of the Party shall have the right to terminate the MoU by giving three (03) months' written notice to the other Party at any time. If the MoU is terminated by either



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of the Party, then steps shall be taken to ensure that the termination does not affect any prior obligation, project or activity already in progress.

- c. BEML would be free to terminate the MoU if there is change in Management owing to the disinvestment process by giving a 03 month notice.
- d. Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the parties.

3. NOTICE AND CONTACT PERSON:

Any notice or communications between the Parties hereto shall be made in writing in the English language and sent by registered mail or e-mail immediately confirmed in writing by registered mail in the last two cases and it will be considered as valid from the date of its receipt by the receiving Party. Any notice or communications addressed to the Parties in connection with this MOU shall be addressed to the following:

GeM

Shri Prakash Mirani - JS & ACEO

BEML Limited:

Shri. Sunil R Kharad – GM (Corporate materials)

Either Party shall be entitled to replace their authorized person or the address for communication at any time by duly notifying the other Party in writing. The change becomes effective at the moment when the other Party gets to know about it.

4. AMENDMENT CLAUSE:

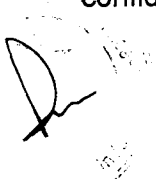
The MoU may be modified or amended by both the Parties with mutual consent and in writing.

5. PUBLICITY:

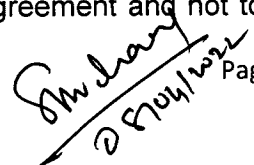
It is hereby agreed that this MoU can be put in the public domain by any of the signatories.

6. 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 agreement and not to make



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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 the 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 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. FUNDING AND FINANCIAL RESPONSIBILITIES

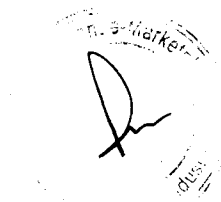
Each Party will bear its respective costs for carrying out its obligations under the MOU, unless otherwise agreed to in writing by the Parties for implementing the scope of service.

9. INTELLECTUAL PROPERTY

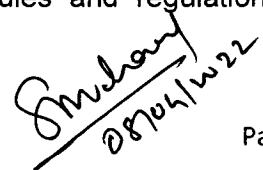
Nothing in this MOU is intended to grant either Party a right to use the intellectual property of the other Party.

10. 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.





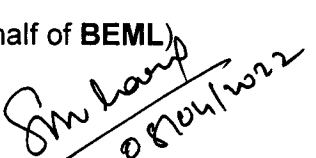
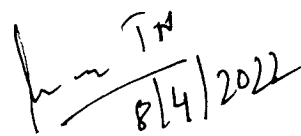
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11. DISPUTE RESOLUTION & JURISDICTION:

In case of any dispute, difference, controversy or claim between the Parties in connection with and/or arising out of the terms of this MoU, the same shall be mutually resolved by amicable negotiations and reconciliations by the Parties. In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between Central Public Sector Enterprises (CPSEs) / Port Trusts inter se and also between CPSEs and Government Departments / Organizations (excluding disputes concerning Railways, Income Tax, Customs & Excise Departments) such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No.4(1)/2013-DPE(GM)/FTS-1835 dated 22-05-2018.

IN WITNESS, whereof the Parties hereto have executed these presents in presence of the below witnesses on the Effective Date herein above written.

<p>SIGNED AND DELIVERED BY (on behalf of GeM, Govt of India)</p>  <p>श्री प्रकाश मिरानि / श्री प्रकाश मिरानि JS & ACEO (GeM) Ministry of Commerce and Industry Government e Marketplace Ministry of Commerce and Industry</p>	<p>In the presence of Witness 1 (From GeM, Govt of India)</p>  <p>Shri Ashish Kumar Saxena, Director Government e Marketplace Ministry of Commerce and Industry</p>
<p>SIGNED AND DELIVERED BY (on behalf of BEML)</p>  <p>Shri Sunil R Kharad General Manager – Corporate Materials BEML Limited</p>	<p>Witness 2 (From BEML)</p>  <p>Shri Srinivasan T.N DGM – Corporate Vendor development BEML Limited</p>

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