

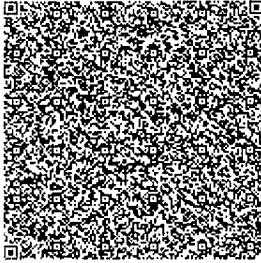
सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

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Certificate Issued Date : 30-Jan-2019 04:25 PM
Account Reference : IMPACC (IV)/ dl825003/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL82500378949887360077R
Purchased by : Government e Marketplace
Description of Document : Article 58 Settlement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : Government e Marketplace
Second Party : Competition Commission of India
Stamp Duty Paid By : Government e Marketplace
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (“**MoU**”) made and entered into on this 6th day of February 2019 on behalf of the President of India represented by Government e-Marketplace (“**GeM**”), Department of Commerce, Ministry of Commerce and Industries, Government of India and acting through **Sh. S Suresh Kumar**, Addl. Chief Executive Officer, GeM which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART:

AND

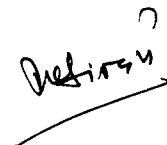
Competition Commission of India (“**CCI**”), a statutory body of the Government of India, responsible for enforcing the Competition Act, 2002 throughout India and to prevent activities that have an appreciable adverse effect on competition, represented by **Shri P.K. Singh**, Secretary CCI which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

GeM, Department of Commerce, Ministry of Commerce and Industries and the Competition Commission of India (“**CCI**”) are hereinafter collectively referred to as the "Parties" and individually as the "Party".

BACKGROUND:

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 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.

CCI, on the other hand, fulfills the mandate entrusted to it by the Competition Act, 2002, by eliminating practices having adverse effect on competition, promoting and sustaining competition, protecting the interests of consumers and ensuring freedom of trade in the markets of India. Therefore, in order to ensure a fair and competitive environment in the e-Marketplace, both CCI and GeM appreciate the importance of advanced analytical tools and processes for identification of anti-competitive malpractices like cartelization. GeM and CCI also desire to pool their knowledge of the public procurement domain to explore the suitability of



already available tools like Digital Screens *etc.* for detection of Anti-competitive practices like cartels.

PURPOSE:

Both the Parties have entered into a bipartite MEMORANDUM OF UNDERSTANDING in order to set-up an institutional mechanism for formal interaction between the CCI and GeM wherein both the Parties shall share information, intelligence and pool knowledge and expertise as appropriate and as needed to achieve the objective of this memorandum which is to devise tools to detect anti-competitive practices in the digital market.

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

1. NATURE OF WORK TO BE UNDERTAKEN:

1.1 MEASURES TO BE TAKEN BY GeM, Party of the First

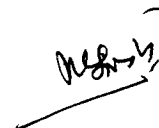
Part:

- a) To share mutually identified and agreed data and reports for identification of Anti-Competitive behaviors of buyers and sellers.
- b) To deploy required resources for development of tools and processes to detect Anti-Competitive practices like cartelization under the guidance of CCI.
- c) Jointly organize training programs, webinars, seminars workshops *etc.* with the CCI.
- d) Any other measure or work to be undertaken as may be prescribed regard being had to the purpose of this MOU.

1.2 MEASURES TO BE TAKEN BY CCI, Party of the Second

Part:

- a) To share expert knowledge, information and international best practices, pertaining to the subject-matter of this MoU, for devising policy and action plan so as to prevent Anti-competitive activity on GeM.
- b) To work with GeM team, with minimum one dedicated resource from CCI, for development and subsequently, update of tools to detect Anti-competitive activities.
- c) To act on the inputs from GeM where necessary action by CCI may be required.



- d) To spread awareness among buyers and sellers regarding Anti-competitive practices in public procurement and to develop a guide for this purpose.
- e) To aid and assist GeM in any other matter which fulfills the object of The Competition Act, 2002.

1.3 Other mutual activities may include, but are not limited to:

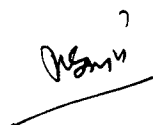
- a) Sharing and development of relevant strategies,
- b) Evaluating the benefit of collaboration,
- c) research syntheses to provide best possible solutions

2. FUNDING AND FINANCIAL RESPONSIBILITIES OF THE PARTIES

Unless otherwise specifically agreed to in writing by the Parties for implementing the scope of service, each Party will bear its respective costs of carrying out the obligations under this MOU. It has been agreed between the Parties that apart from objectives and initiatives envisioned under this MOU, if both the Parties after mutual consensus wish to undertake any other programs and initiatives which have financial implications, the same shall be discussed between the Parties and both the Parties shall share/reimburse the expenses as discussed and decided mutually and execute MOU or agreement for all such programs 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.

3. CONFIDENTIALITY:

- 3.1. For the purpose of this MOU, confidential information shall mean any and all information which is supplied or disclosed, directly or indirectly, in writing or in any means, by each Party to the other including but not limited to documents and data, which at the time of its disclosure is identified as confidential.
- 3.2 Both the parties undertake to keep the information confidential and not to disclose it to any third Party and not to make it available to the public or accessible in any way except with the prior written consent of the Party disclosing it.
- 3.3: Both the Parties undertake to use the confidential information solely for the purpose of this MOU and not to make any other use, without the prior written notice of the Party disclosing it.



4. INDEMNITY:

Each Party hereby agrees to indemnify, and keep indemnified and hold the other Party harmless from any claim, demands, costs, liabilities, losses, expenses, adverse judgement and damages arising out of or in connection with the this MOU.

5. DURATION OF MOU (FIX DURATION/ PERIODIC APPROVAL):

This MOU shall come in effect upon signature by the authorised officials of both the Parties and shall remain in force for a period of three (03) years from the date of this MoU, until modified or terminated by any one of the Parties by mutual consent. Thereafter the Parties shall review the need for renewal and the scope of the renewed MOU.

6. MEETINGS AND REPORTING:

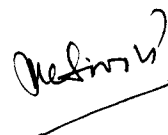
To accomplish the purpose, the Parties shall meet whenever the need arises for the purposes of monitoring, analysing and evaluating outcomes.

7. DISPUTE RESOLUTION:

6.1 Both the Parties will address any operational difficulties, disputes, issues or disagreements together in a transparent manner through open discussion.

6.2 If a dispute cannot otherwise be resolved through open discussion between the Parties, the Party claiming that a dispute has arisen under this MOU must give a Dispute Notice to the other Party specifying the nature of the dispute.

6.3 If the representatives of each Party are unable to resolve the dispute within 20(Twenty) Business Days from the date of issue of the Dispute Notice, the representatives of each Party will refer the dispute for resolution to their respective CEO/ Chairperson (or equivalent position holder) to amicably resolve the issue.



8. OWNERSHIP:

Each Party shall respectively own its resources which have to be used for carrying out the activities as contemplated by this MOU. The product, developed jointly, will be co-owned by both the parties.

9. TERMINATION CLAUSE:

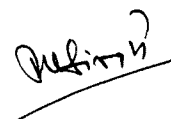
Each Party shall have the right to terminate the MEMORANDUM OF UNDERSTANDING by giving three (03) months prior written notice in writing to the other Party at any time. If the MEMORANDUM OF UNDERSTANDING is terminated by either Party, steps shall be taken to ensure that the termination does not, affect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

10. AMENDMENT CLAUSE:

The MEMORANDUM OF UNDERSTANDING may be modified or amended only in writing and subject to consent by both the Parties.



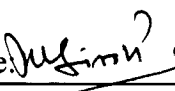
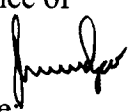
11. MISCELLANEOUS PROVISIONS:

- a) Severability: In the event that any of the provisions of this MOU is held to be invalid, the same shall not affect in any respect whatsoever the validity of the remainder of this MOU.
- b) Notice: Any notice, consent, approval or other communication required or permitted hereinunder shall be in writing and shall be given by delivery in person/facsimile transmission/by e-mail/ to the Party at the address as given.
- c) Other Instruments: The Parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become reasonably necessary or convenient to effectuate and carry out the purposes of this MOU.
- d) 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.

SIGNED AND DELIVERED BY (On behalf of GeM, Govt of India)

<p>Signed and Delivered by (on behalf of Government e-Marketplace, Govt. of India)</p> <p> Signature: _____ (Sh. S Suresh Kumar) Addl. Chief Executive Officer, Government e-Marketplace, Ministry of Commerce and Industries, Government of India</p>	<p>Witness 1 In presence of</p> <p> Signature: _____ Name: UPMISH SINGH Designation: Head prog Mgmt</p>
<p>Signed and Delivered by (On behalf of the Competition Commission of India, Govt. of India)</p> <p> Signature: _____ (Sh. P.K. Singh) Secretary, Competition Commission of India</p>	<p>Witness 2 In presence of</p> <p> Signature: _____ Name: JYOTI JINDGAR Designation: ADVISOR, CCI</p>