



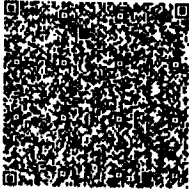
सत्यमेव जयते

INDIA NON JUDICIAL

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Property Description : Not Applicable
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First Party : GOVERNMENT e MARKETPLACE
Second Party : GOVERNMENT OF KERALA
Stamp Duty Paid By : GOVERNMENT e MARKETPLACE
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MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (hereinafter referred to as MoU) is entered into on the 09th february 21 (Date) on behalf of the President of India represented by Government e Marketplace (hereinafter referred to as GeM), Department of Commerce, Ministry of Commerce & Industries, Government of India, and acting through Shri. Deepak Kapoor IAAS, Joint Secretary Additional Chief Executive Officer, Government e Marketplace which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART:

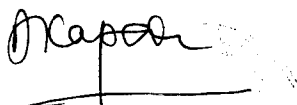
AND

Governor of Kerala represented by Shri. RAJESH KUMAR SINGH, IAS, Additional Chief Secretary, Finance Department, for and on behalf of Government of Kerala expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the SECOND PART

Government e Marketplace (GeM), Department of Commerce and the Government of Kerala are herein also referred to collectively as the "Parties" and individually as the "Party"

Preamble:

WHEREAS: 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



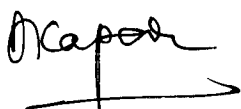
function for any State Government and is required for effective implementation of any Government scheme. Given the fact that the current procurement methods of public institutions are outdated and suffer from lack of adequate transparency and accountability besides being extremely cumbersome and time-consuming, there is a need to usher in structural changes to the entire procurement machinery of the Government. Government e Marketplace (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. Completely online pre-contract and post-contract management along with digital and time-bound payment on GeM, has resulted in significant reduction in prices of goods and services. The total value of procurement of both Central and State Government organizations being upwards of Rs five lakh Crore, GeM has a potential to save more than Rs fifty thousand Crore per annum to the Government.

AND WHERE AS, Both the Parties have entered this MoU in order to enable the Government of Kerala to make use of GeM for procurement of both goods and services, to the extent feasible.

NOW IT IS THEREFORE HEREBY AGREED BY AND AMONGST THE PARTIES AS FOLLOWS:

1.Obligations/Commitments:

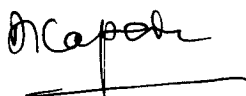
1.1 The Government of India to take following measures:

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- a) Facilitating Government of Kerala to onboard GeM,
- b) Timely payment to suppliers/Service providers shall be ensured through the payment mechanism developed (fully online) in integration of GeM with Kerala Treasury system as per GO(P)4/2019/Fin dated, 19.01.2019.
- c) Facilitate Government of Kerala to impart training to its officials on the use of GeM.

1.2 The Government of Kerala to take the following measures:

- a) Make changes to the procurement rules of the Government of Kerala, to bring them broadly in line with Rule 149 of General Financial Rules, 2017 of the Government of India,
- b) The procurement rules / procedures of the Government of Kerala shall be amended in such a way that, to the maximum extent possible, they shall be in sync with the procurement rules / procedures of the Government of India,
- c) Facilitate registration on GeM of maximum number of suppliers & service providers located within the geographical limits of the State of Kerala,
- d) Organize GeM user training to its officers and staff in its own premises,
- e) The integration of Gem with Kerala Treasury system is already done through the effort of a team from both treasury and Finance and the same is to be followed.
- f) Ensure immediate issuance of Provisional Receipt Certificate (PRC) upon receipt of goods / services and Consignee's Receipt-cum-


M. Capor

Acceptance Certificate (CRAC) within ten (10) days of issuance of PRC, by the Consignee,

g) Ensure payment to vendors / service providers within ten (10) days of issuance of CRAC by issue of necessary order/notification (Model Office Memorandum issued by Department of Expenditure, Government of India is annexed as Annexure-A);and,

h) All the payments related to procurement of Kerala Government Departments through GeM should be done through the GeM pool account opened in treasury for this purpose in the name of Director of Treasuries. Detailed procedure to be followed are mentioned in GO(P)4/2019/Fin dated, 19.01.2019.

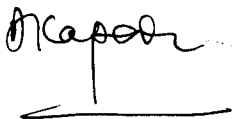
2. Termination clause:

Each Party shall have the right to terminate the MoU by giving three (03) 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.

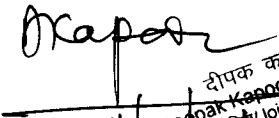
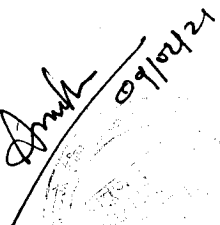
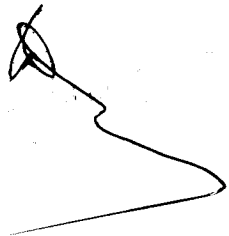

3. Amendment clause:

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.

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IN WITNESS, whereof the parties hereto have executed these presents the day, month and year first herein above written.

<p>SIGNED AND DELIVERED for and on behalf of and under orders of the President of India represented by CEO of GeM, Government of India.</p> <p> 09/09/21 दीपक कपूर Deepak Kapoor, IA & AS संयुक्त सचिव/Joint Secretary सी.ई.ओ. (जेएम)/Addl. CEO (GeM) अपर सचिव/Government of India भारत सरकार/Department of Commerce राज्य विभाग/Jeevan Bharti Building नियुक्त कार्यालय</p>	<p>In the presence of Witness 1 (From Government e Marketplace)</p> <p> 09/09/21</p>
<p>SIGNED AND DELIVERED for and on behalf of and under order of Governor of Kerala</p> <p></p>	<p>Witness 2 (From Govt of Kerala)</p> <p> JYOTHIKUMAR. C Additional Secretary to Govt. Stores Purchase Department Govt. Secretariat, Tvpin.</p>