



सत्यमेव जयते

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Unique Doc. Reference	: SUBIN-DL85440349542406328596R
Purchased by	: LAKSHADWEEP ADMINISTRATION
Description of Document	: Article 5 General Agreement
Property Description	: NA
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First Party	: GOVERNMENT eMARKETPLACE
Second Party	: LAKSHADWEEP ADMINISTRATION
Stamp Duty Paid By	: LAKSHADWEEP ADMINISTRATION
Stamp Duty Amount(Rs.)	: 100 (One Hundred only)

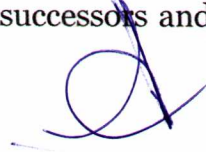


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Memorandum of Understanding

This MEMORANDUM OF UNDERSTANDING is entered into on the 16th day of April 2019 on behalf of the **President of India** represented by **Government eMarketplace (GeM), Department of Commerce, Ministry of Commerce & Industries, Government of India**, and acting through **Shri S Suresh Kumar, IAS Additional Chief Executive Officer, Government eMarketplace** which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns, of the **FIRST PART**;







Statutory Alert:

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Lakshadweep Administration represented by **Shri R.Mihir Vardhan, IAS (U.T of Lakshadweep)**, and acting as the **Advisor, Union Territory of Lakshadweep** which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the **SECOND PART**.

Government eMarketplace (GeM), Department of Commerce and the **Lakshadweep Administration** are herein also referred to collectively as the "Parties" and individually as the "Party"

Preamble:

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 Given the fact that the current procurement methods of public institutions are outdated and suffer from lack of adequate transparency and accountability besides being extremely cumbersome and time-consuming, there is a need to usher in structural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 eMarketplace (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.

Both the Parties have entered into a bipartite **MEMORANDUM OF UNDERSTANDING** in order to enable the **Second Party** to make use of GeM for procurement of both goods and services.

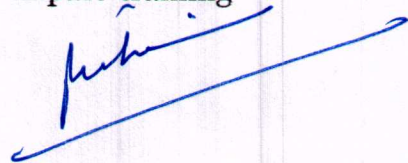
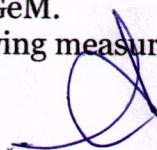
NOW IT IS HEREBY AGREED BY AND AMONG THE PARTIES HERETO AS FOLLOWS:

1. Obligations/Commitments:

- a. The First Party to take following measures:
 - i. Facilitating Lakshadweep Administration to onboard GeM;
 - ii. Integration of GeM system with the Lakshadweep Administration Treasury / payment system in order to facilitate online and time-bound payment to suppliers/service providers; and
 - iii. Facilitate Lakshadweep Administration to impart training to its officials on the use of GeM.
- b. The Second Party to take the following measures:



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- i. Make changes to the procurement rules of the Second Party, in line with Rule 149 of General Financial Rules, 2017 of the Government of India;
- ii. The procurement rules / procedures of the Second Party 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;
- iii. Facilitate registration on GeM of maximum number of suppliers & service providers located within the geographical limits of the Union Territory of Lakshadweep;
- iv. Organize GeM user training to its officers and staff in its own premises;
- v. Depute technical team well versed with the State Government Treasury / Payment system to interact with the GeM team for integration of the two systems;
- vi. Ensure immediate issuance of Provisional Receipt Certificate (PRC) upon receipt of goods / services and Consignee's Receipt-cum-Acceptance Certificate (CRAC) within ten (10) days of issuance of PRC, by the Consignee;
- vii. Ensure payment to vendors / service providers within ten (10) days of issue 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
- viii. Till integration of State Treasury with GeM is completed and a PFMS-like system is simulated, a special payment system shall be devised. To this effect, the State Government nodal agency shall open a new non-operative current / saving / liquid-term account (to be named as State GeM Pool Account) in any of the GeM associate Banks. Or else, the individual State Government buyers can also open separate GeM Pool Accounts to collect advance payment from buyer and transfer to supplier account upon receipt of payment instruction to banker through GeM portal. (Detailed process is provided in **Annexure B**).

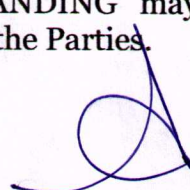
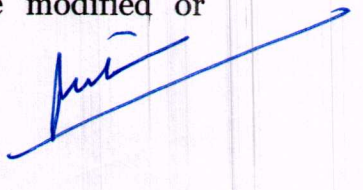
2. Termination clause:

Each Party shall have the right to terminate the MEMORANDUM OF UNDERSTANDING by giving three (03) months' 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.

3. Amendment clause:

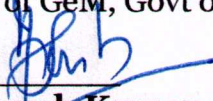
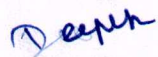
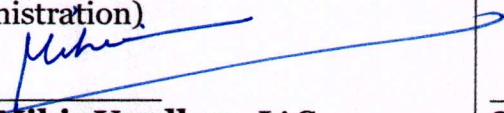
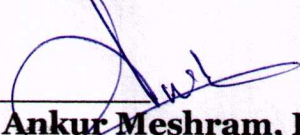
The MEMORANDUM OF UNDERSTANDING may be modified or amended by written agreement between the Parties.

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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.

<p>SIGNED AND DELIVERED BY (on behalf of GeM, Govt of India)</p>  Shri S Suresh Kumar, IAS Addl Chief Executive Officer, GeM Jeevan Tara Building, 5 - Sansad Marg, New Delhi - 110 001	<p>In the presence of Witness 1 (From Government eMarketplace)</p>  Shri Deepesh Gehlot, ISS Deputy Director, GeM Jeevan Tara Building, 5 - Sansad Marg, New Delhi - 110001
<p>SIGNED AND DELIVERED BY (on behalf of Lakshadweep Administration)</p>  Shri Mihir Vardhan, IAS Advisor to the Administrator UT of Lakshadweep Administration, Kavaratti - 682555 Lakshadweep	<p>Witness 2 (From Lakshadweep Administration)</p>  Shri Ankur Meshram, DANICS Director, Information Technology UT of Lakshadweep Administration, Kavaratti - 682555 Lakshadweep