



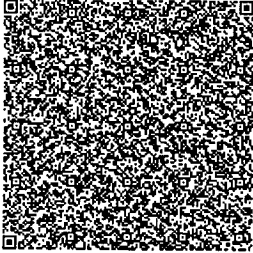
सत्यमेव जयते

# INDIA NON JUDICIAL


## Government of National Capital Territory of Delhi

### e-Stamp

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Account Reference : IMPACC (IV)/ dl814603/ DELHI/ DL-DLH  
Unique Doc. Reference : SUBIN-DL81460347067086978401Q  
Purchased by : MAIT  
Description of Document : Article 5 General Agreement  
Property Description : Not Applicable  
Consideration Price (Rs.) : 0  
(Zero)  
First Party : MAIT  
Second Party : GEM DEPT OF COMMERCE MOCI GOVT OF INDIA  
Stamp Duty Paid By : MAIT  
Stamp Duty Amount(Rs.) : 100  
(One Hundred only)



.....Please write or type below this line.....

  
S. SURESH KUMAR (आई.ए.एस.)  
अपर सी.ई.ओ. (जेम)  
Addl. CEO (GoM)

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## MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING is entered into on the 31<sup>st</sup> August 2018 on behalf of the President of India represented by Government eMarketplace (GeM), Department of Commerce, Ministry of Commerce and Industries, Government of India and acting through Shri S Suresh Kumar, Addl. Chief Executive Officer, Government eMarketplace (GeM) which expression shall unless it be repugnant to the subject or context thereof, include its successors and assigns, of the FIRST PART:

AND

MAIT having its Headquarters at PHD House, Ramakrishna Dalmia Wing, 4th Floor, 4/2, Siri Institutional Area, August Kranti Marg, New Delhi 110016 represented by Shri Nitin Kunkolienker, President, MAIT which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

Government e-Marketplace (GeM), Department of Commerce, Ministry of Commerce and Industries and the MAIT are herein also referred to collectively as the "Parties" and individually as the "Party".

### PREAMBLE:

The total value of procurement of both Central and State Government organizations is upwards of Rs five lakh Crore per annum. 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 Government e-Market place (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.

Both the parties have entered into a bipartite MEMORANDUM OF UNDERSTANDING in order to set-up an institutional mechanism for formal interaction between the GeM and industry.



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

**1. OBLIGATIONS/COMMITMENTS:**

**1.1 GeM to take following measures:**

- a) To provide a facility on the GeM Portal for displaying and seeking feedback from the industry for the technical parameters/SLAs of goods/services already available / to be brought on GeM.
- b) Integration on the GeM system with the MAIT database of its members.
- c) Jointly organize the training programs, webinars, seminars and workshops with MAIT.
- d) Adopt suitable measures to promote GeM among the members, affiliates and partners of MAIT
- e) To provide the necessary expertise & knowledge base to MAIT for supporting the activities of “MAIT’s GeM Facilitation Centre”.
- f) Jointly with MAIT carry out the awareness of GeM Portal among MSME members by social media tools, e-mailers, Webinars specially for MAIT members.

**1.2 MAIT to take the following measures:**

- a) To onboard MAIT members as well as those from the other Pan-India, Industry associations, sectorial /regional industry/ trade associations etc affiliated with MAIT, onto the GeM portal.
- b) MAIT will involve its members for engagement with the industry on all aspects of doing business with the Government to appropriately raise issues and suggest solutions that would enhance quality of the GeM and all its deliveries and to collaborate with concerned agencies including State Governments and specially the constituents of MSME Sector in building their capacities and capabilities to transact on GeM.
- c) Create awareness about GeM among MAIT members as well as the industry.



- d) Partner with GeM to create an online ecosystem comprising of Government procurement officers/domain specialists, subject experts, entrepreneurs etc for discussion on procurement related topics and also for seeking inputs on product specifications & service SLAs that can be manufactured by the Indian industry and provided by Indian service providers.
- e) Organize Public Procurement meets of all the stakeholders which shall provide an opportunity for the Government organizations to interact with the suppliers/service providers; the former shall be able to share their requirements with the industry and the latter shall be able to provide their inputs as well as plan their manufacturing/system designing. These meets shall also provide an opportunity to the industry to collectively work to improve the product/service standards. Training & capacity building activities shall be an integral part of this meet.
- f) Networking with the local organizations/institutes and sector / cluster specific clusters.
- g) Testimonials on GeM (video/audio) from senior office bearers and members of MAIT.

## 2. FINANCIALS:

Unless otherwise specifically agreed to in writing by the parties for implementing the scope of service, each party will bear the 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 programmes and initiatives which have financial implications, the same shall be discussed between the parties and both the parties shall execute separate MOU or agreement for all such programmes 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.

MAIT may collaborate with and seek financial support, donations from national and international organizations and partners for collaborative activities to be undertaken under this MOU, after consultation with GeM. All Statutory & regulatory requirements in this regard shall be the sole responsibility of MAIT. GeM shall be indemnified from any obligation/conflict arising from such partnership(s).




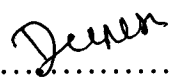

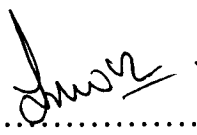
**3. TERMINATION CLAUSE:**

Each party shall have the right to terminate the MEMORANDUM OF UNDERSTANDING by giving three 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.

**4. AMENDMENT CLAUSE:**

The MEMORANDUM OF UNDERSTANDING may be modified or amended by written agreement between the parties. 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 here to have executed these presents the day, Month and year first herein above written.

<p>SIGNED &amp; DELIVERED BY (On behalf of GeM, Govt of India)</p> <p></p> <p>.....</p> <p>(Shri. S Suresh Kumar, IAS) Addl Chief Executive Officer Govt E Marketplace Ministry of Commerce and Industries Government of India</p> <p>एस. सुरेश कुमार (आई.एस.) S. SURESH KUMAR (IAS) अपर चीफ़ एग्ज़िक्यूटिव्ह ऑफ़िसर Addl. CEO (GeM)</p>	<p><u>Witness 1</u> : In Presence of (From GeM)</p> <p></p> <p>.....</p> <p>(Deepesh Gehlot, ISS) Deputy Director Govt E Marketplace Ministry of Commerce and Industries Government of India</p>
<p>SIGNED AND DELIVERED BY (On behalf of MAIT)</p> <p></p> <p>.....</p> <p>(Shri Nitin Kunkolienker) President, MAIT</p>	<p><u>Witness 1</u> : In Presence of (From MAIT)</p> <p></p> <p>.....</p> <p>CEO MAIT</p>