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 Purchased by : GEM DEPT OF COMMERCE MOCI GOVT OF INDIA
 Description of Document : Article 5 General Agreement
 Property Description : Not Applicable
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 (Zero)
 First Party : GEM DEPT OF COMMERCE MOCI GOVT OF INDIA
 Second Party : ELECTRONIC INDUSTRIAL ASSOCIATION OF INDIA
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MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into 6th day of July 2023 between Government e-Marketplace ("GeM"), a Special Purpose Vehicle (SPV) under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 company incorporated under the Companies Act, 2013, having its office at 3rd Floor, Jeevan Bharti Building, Connaught Lane, New Delhi — 110001 through Shri. Prakash Mirani, Addl. Chief Executive Officer, 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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AND

Electronic Industries Association of India ("ELCINA") having its Corporate Office at ELCINA House, 422, Okhla Industrial Estate, Phase-III, New Delhi, Delhi 110020 represented by **Shri Sanjay Agarwal, President**, ELCINA, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

GeM and ELCINA are herein also referred to collectively as the "Parties" and individually as the "Party".

PREAMBLE:

- i. The total value of procurement of both Central and State Government organizations is upwards of Rs. Five Lakh Crore per annum.
- ii. Procurement of goods and services in right quantity, of right quality, at right time, at right price and from right source is an important function for any Central or State Government agency.
- iii. A transparent, efficient and accountable public procurement system is also required to create a conducive environment for the domestic industry and entrepreneurs to do business with the Government.
- iv. By setting up Government e-Marketplace, the Government has ushered in huge structural changes in the entire public procurement machinery.
- v. Government e-Marketplace 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.
- vi. Both the Parties have entered into this MoU in order to set-up an institutional mechanism for formal interaction between the Government e-Marketplace and ELCINA

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

1. PURPOSE OF MEMORANDUM OF UNDERSTANDING AND AREAS OF CO- OPERATION

1.1 Role of Government e-Marketplace:

- a) To provide a facility on the Government e-Marketplace Portal for displaying and seeking feedback from the industry for the technical parameters/SLAs of goods/services already available / to be brought on Government e-Marketplace.
- b) Adopt suitable measures to promote Government e-Marketplace among the members, affiliates and partners of ELCINA.
- c) To provide the necessary expertise & knowledge base to ELCINA for supporting the activities of "ELCINA's Government e-Marketplace Facilitation Centre".



Contd.....3/-

- d) In collaboration with Government e-Marketplace, set up Government e-Marketplace Resource Centre at its various Regional Offices. Mandate of these Government e-Marketplace Resource Centre shall be capacity building of both buyers & sellers for making use of Government e-Marketplace, gathering feedback from stakeholders and general handholding for promoting effective and efficient use of Government e-Marketplace.
- e) Jointly organize, support and promote the training programs, webinars, seminars and workshops with ELCINA and carry out the awareness of Government e-Marketplace Portal among ELCINA members by social media tools, e-mails, Webinars especially for MSME's.

1.2 Role of ELCINA:

- a) To encourage ELCINA members as well as those from the other Pan-India Industry associations, sectorial /regional industry/ trade associations etc. affiliated with ELCINA, to register on the Government e-Marketplace portal.
- b) ELCINA will involve its members for 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 Government e-Marketplace 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 Government e-Marketplace portal.
- c) Create awareness with support from Government e-Marketplace about the Government e-Marketplace portal among ELCINA members as well as the industry.
- d) Networking with the local organizations/institutes and sector specific clusters.
- e) Testimonials on Government e-Marketplace (video/audio) from senior office bearers and members of ELCINA subject to their willingness.
- f) To facilitate Government e-Marketplace in the promotion of its portal through exhibitions and conferences organized by ELCINA as well as by providing its Logo and website URL on ELCINA Website subject to terms and conditions mentioned herein.
- g) Collaborate with Government e-Marketplace to facilitate technological development programs aimed at enhancing the technical capabilities and expertise of ELCINA members and the industry at large. This collaboration may involve designing specialized training modules, organizing workshops, and product awareness programs to foster continuous learning and market growth in the electronics sector.
- h) Coordinate and conduct periodic meetings between Government e-Marketplace buyers and ELCINA members who are sellers, providing a platform for direct interaction, addressing concerns, and exploring opportunities for collaboration. These meetings can serve as a valuable forum for buyer-seller engagement, fostering mutual understanding, and promoting efficient procurement practices within the electronics sector.



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2. FINANCIALS:

No financial commitment from either Parties 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 its obligations under this MOU.

3. TERM AND TERMINATION:

- a. The duration of this MoU will be for a period of three (03) years, starting from the date of signing of the MoU by the Parties, which may be further extended by mutual consent of the Parties.
- b. Each Party shall have the right to terminate this MoU by giving three (3) 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.
- c. Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the Parties.

4. AMENDMENT

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.

5. 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, knowhow, 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 and not to make 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.

6. USE OF NAME AND LOGO

During the term of this MoU, each Party is permitted to use the other Party's name, logo and trademarks for the purpose of publicizing the MoU subject to the confidentiality obligations stated herein. When making reference to this MoU each party undertakes to use the other's Name, logo and trademark 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.



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7. INTELLECTUAL PROPERTY

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

All Intellectual Property held by a Party prior to entering into this MoU or disclosed or introduced in connection with this MoU and all materials in which such Intellectual Property is held, disclosed, or introduced shall remain the property of the Party introducing or disclosing it.

8. INDEMNIFICATION:

Each party shall indemnify and hold harmless the other party including their respective officers, directors, employees, representatives, affiliates, successors and assigns, from and against all claims, demands, costs, liabilities, losses, expenses, adverse judgement and damages arising out of or in connection with this MOU arising out of the Indemnifier's gross negligence or wilful misconduct in performing any of its obligations under this MOU.



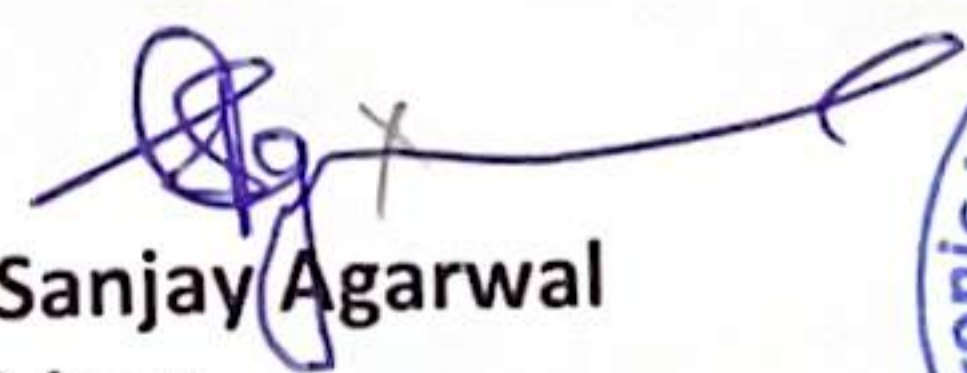

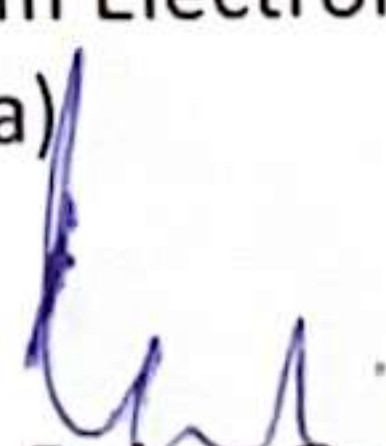
9. MISCELLANEOUS PROVISIONS

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

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> <p> प्रकाश मिरानी / PRAKASH MIRANI संयुक्त सचिव एवं अपर मुख्य कार्यकारी अधिकारी(जेम) JS & Addl. CEO (GeM) Shri Prakash Mirani, JS & AGEO वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry भारत सरकार / Govt. of India नई दिल्ली / New Delhi Ministry of Commerce and Industry</p>	<p>In presence of Witness 1 (From GeM., Govt. of India)</p> <p> आशीष कुमार सक्सेना / ASHISH KUMAR SAXENA निर्देशक-जेम केता प्रबंधन / Director-GeM Buyer Management वाणिज्य और उद्योग मंत्रालय / Ministry of Commerce & Industry Shri Ashish Kumar Saxena, Director, Government e-Marketplace भारत सरकार / Government of India नई दिल्ली / New Delhi-110001 Ministry of Commerce and Industry</p>
<p>SIGNED AND DELIVERED BY (on behalf of Electronic Industries Association of India)</p> <p> Shri Sanjay Agarwal President Electronic Industries Association of India</p> <p></p>	<p>In presence of Witness 2 (From Electronic Industries Association of India)</p> <p> Shri Rajoo Goel Secretary General Electronic Industries Association of India</p>