



सत्यमेव जयते

INDIA NON JUDICIAL

Government of National Capital Territory of Delhi

e-Stamp

Certificate No. : IN-DL79098617403146V
Certificate Issued Date : 22-Mar-2023 11:51 AM
Account Reference : IMPACC (IV)/ dl1081703/ DELHI/ DL-DLH
Unique Doc. Reference : SUBIN-DL108170329936936782876V
Purchased by : GOVERNMENT E MARKETPLACE
Description of Document : Article 5 General Agreement
Property Description : Not Applicable
Consideration Price (Rs.) : 0
(Zero)
First Party : GOVERNMENT E MARKETPLACE
Second Party : ALL INDIA FLAT TAPE MANUFACTURERS ASSOCIATION
Stamp Duty Paid By : GOVERNMENT E MARKETPLACE
Stamp Duty Amount(Rs.) : 100
(One Hundred only)



Please verify or type below this line

MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding ("MoU") executed on 23rd Day of March 2023 between the Government e- Marketplace, a Special Purpose Vehicle [SPV] under the aegis of the Ministry of Commerce, Government of India, registered as a Section 8 Company under the Companies Act 2013, having its office at 2nd Floor, Jeevan Tara Building, 5, Sansad Marg, New Delhi 110001, ("GeM") and represented by **Shri. Prakash Mirani, Addl. Chief Executive Officer, GeM** which expression shall unless it be repugnant to the subject or context thereof, includes its successor sand assigns, of the FIRSTPART;

Statutory Alert

1. To verify details of this Stamp certificate click on e-verify link on stampestamp.com or using the Stamp Mobile App or Scan QR code to get more details on this Certificate and to verify details on the website / Mobile App, renders it invalid.
2. The responsibility of checking the legitimacy is on the user of the website.
3. In case of any discrepancy please inform the controller of stamps.

AND

All India Flat Tape Manufacturers' Association is an association of PP/HDPE Industry having its Registered Office at No. 213, Richmond Tower, 12 Richmond Road, Bengaluru- 560025 ["AIFTMA"], represented by **Shri Surender Choudhary, Convenor- AIFTMA**, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART.

WHEREAS GeM and the AIFTMA are hereinafter collectively referred to as the "Parties" and individually as the "Party".

1. Background

GeM is a National Public Procurement Portal, offering an end-to-end online marketplace for Ministries/ Departments of Central and State Government, Public Sector Undertakings (Central and State Governments), Autonomous Institutions, and local bodies, for procurement of common use goods and services. GeM is registered as Section 8 Company, under the Companies Act, 2013 and incorporated as a Special Purpose Vehicle under the aegis of the Ministry of Commerce and Industry.

All India Flat Tape Manufacturers' Association [AIFTMA] is an association Registered in 1971 and the National Association of PP/ HDPE Bags Manufacturers's. The Association is involved in conducting various events and activities that cater to packaging Industries in India. AIFTMA is the single largest consumer of Polyolefins (PO) in the Country producing various Raffia products both for Domestic use and Exports.

2. Purpose of the MOU

Parties agree to collaborate under this MOU as follows:

To collaborate and jointly run capacity-building workshops and training programs pertaining to GeM, for stakeholders associated with AIFTMA,

AIFTMA shall endeavour to on-board interested stakeholders associated with it, as sellers and service providers on to GeM portal,

GeM will endeavour to share and promote various AIFTMA initiatives with stakeholders registered on its portal

Parties shall partner to collaborate on initiatives of National importance such as Make in India, Start-up India, etc.

3. Areas of Cooperation

In furtherance of the aforesaid, both Parties shall endeavour to collaborate in capacity building, value -added services, research and publications, and promotion of programs and activities listed in **Annexure 1** annexed to this MoU.



4. Information and Confidentiality Obligation

The Parties shall, on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MOU.

For the purpose of this MOU, Parties may share confidential information with each other, in written or oral, information such as projection, data, know-how, design, materials, etc. which are confidential in nature. The recipient Party 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.

Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the Parties.

The obligation of confidentiality created pursuant to this clause shall be in force after termination or expiry of this MOU.

5. Use of name and logo

Save as expressly permitted herein, each Party shall use the name, logo and trademarks of the other Party only for the purpose of this MOU as defined herein.

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

6. Funding and Financial Responsibilities

Each Party will bear its respective costs for carrying out its obligations under the MOU, unless otherwise agreed to in writing by the Parties for implementing the scope of service.

With mutual consent, both Parties may discuss and share/ reimburse expenses as discussed and mutually decided to execute MoU, for all such programs and initiatives.

7. 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.

8. Term and Termination

This MOU shall become effective from the date of execution as signed by both Parties, and continue in effect until the 5th anniversary of such date, unless terminated earlier by either Party upon notice to the other.

Each Party shall have the right to terminate the MOU by giving 3 (three) months' notice in writing to the other Party, at any time.



Termination by either side shall not affect any prior obligation, project or activity already in progress.

Notwithstanding the termination, all the rights and obligations accrued till the effective date of termination shall be binding on the Parties.

9. Amendment Clause

This MOU may be modified or amended by written agreement between both the Parties.

If it is hereby agreed that this signed MOU can be put in the public domain by both the Parties.

10. 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.

Any intellectual property rights resulting from work carried out through the joint efforts shall be jointly owned by the Parties

11. Miscellaneous Provision

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.

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 the exclusive jurisdiction of courts in New Delhi only.

Each Party will comply with all applicable laws, rules, and regulations in its performance of this MOU.

12. Key Point of Contact

To facilitate the implementation of overall arrangements between the Parties, the focal Points for all purposes associated with this MOU and the channel of communication will be;

For GeM:

For AIFTMA:





Sh. Prakash Mirani
ACEO, Government e Market Place



Shri Surender Choudhary,
Convenor- AIFTMA

Either Party may, by written notice to the other Party, designate additional focal points or substitute other focal points for those indicated in this section.

IN WITNESS WHEREOF, the parties have signed this MoU in New Delhi, Delhi

<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 & AITM CEO (GeM) वाणिज्य एवं उद्योग मंत्रालय / Ministry of Commerce & Industry भारत सरकार / Govt. of India नई दिल्ली / New Delhi</p> <p>Shri Prakash Mirani, JS & AITM CEO Government e Marketplace</p>	<p>In presence of Witness 1 (From GeM , Govt of India)</p> <p> आशीष कुमार सक्सेना / ASHISH KUMAR SAXENA निर्देशक-जेम खेता प्रबंधन / Director-GeM Buyer Management वाणिज्य और उद्योग मंत्रालय / Ministry of Commerce & Industry केन्द्रीय ई-मार्केटप्लेस / Government e-Marketplace भारत सरकार / Government of India नई दिल्ली / New Delhi-110001</p> <p>Shri Ashish Kumar Saxena Director Government e Marketplace</p>
<p>SIGNED AND DELIVERED BY (on behalf of All India Flat Tape Manufacturers' Association)</p> <p> Shri Surender Choudhary, Convenor- AIFTMA</p>	<p>In presence of Witness 2 (From All India Flat Tape Manufacturers' Association)</p> <p> Smt Padmaja Reddy President - AIFTMA</p>

Annexure

1 - Areas of Cooperation

1. Collaboration in areas, including;

1.1. Facilitate interested AIFTMA stakeholders, to on-board/ register on the GeM platform as sellers,

1.2. Promotion of Government of India Initiatives like Make in India, Atma nirbhar Bharat etc.

2. Strengthen capacity building

2.1. Facilitate capacity-building initiatives among AIFTMA stakeholders to register and transact through the GeM portal at the regional level,

2.2. Jointly support the training and capacity building of personnel from AIFTMA stakeholders, and

2.3. Facilitate capacity building of personnel at AIFTMA and its stakeholders, as Master Trainers in various aspects of conducting business on the GeM portal and provide access to GeM Learning Management System [LMS].

3. Value-added services

3.1. Facilitating networking, workshops, marketing events, awards, and recognitions, Focus initiatives on AIFTMA stakeholders within the AIFTMA ecosystem, through AIFTMA offices, etc.

3.2. Both parties will mutually invite and participate in programs being implemented by respective parties at local, state, and national levels to promote various schemes for benefit of its stakeholders.

4. Research and Publications

4.1 Shall carry out analysis and studies on issues of common interest, thereby building an effective knowledge partnership,

4.2 Participate in research, surveys and data collection, exchange of information and Data, documentation, and research materials in the field of procurement and build acknowledge repository, and

4.3 Production and dissemination of publications, newsletters, and or journals and research analysis by both parties, that promotes and supports the findings of the assessment on a national platform and mutual participation in knowledge sharing activities.

5. Promotion: Both the parties to;

5.1 Disseminate information about the promotion and development of the HDPE/PP Bag manufacturing sector on their portals and events, and

5.2 Use GeM and AIFTMA logos in the documentation related to the cooperation projects and activities in accordance with the current policies of each organization.

5.3 Jointly network with local organizations, institutes, and sector-specific clusters, and

5.4 Share the testimonials on mutual initiatives from senior officials and partners.

6. Any other matter with the mutual consent of both the parties.

