



महाराष्ट्र MAHARASHTRA

© 2022 ©

47AA 741733

रान मुद्रांक कार्यालय, मुंबई  
प.अ.दि. १००००९०  
- 9 MAR 2023  
सक्षम अधिकारी

श्री. जे. पी. वाईकर

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") is entered into on **23<sup>rd</sup> March 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 under the Companies Act, 2013, having its office at 3<sup>rd</sup> Floor, Jeevan Bharati 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:

AND

Indian Chemical Council ("ICC") having its Corporate Office at Shri Vithaldas Chambers (6<sup>th</sup> Floor) 16, Mumbai Samachar Marg, Mumbai-400001, represented by Shri Bimal



जोडपत्र - २ Annexure - II

दस्तावा प्रकार	NO
दस्त बोंदणी करणार आहेत का ?	YES/NO
मिळवणीचे वर्णन -	
मुद्रांक विहित घेणाऱ्याचे नाव	
दस्तावा पत्रकाराचे नाव	Government marketplace
त्या अंतर्भावा त्याचे नाव व पत्ता	
प्रत्येक शुल्क रक्कम	
क किं किं वरी जदु अन्वयेत	3101
प्रत्येक विक्री घेणाऱ्याची सही	
मुद्रांक विवेचनाची सही	1/11/23
परचक्रा क्रमांक : ८००००९०	
मुद्रांक विक्रीचे नाव/पत्ता : श्री. कल्पेश प्रेमजी गाला	
संप. नं.४, अन्वयेत विभाग, ४२ मंगळदस नगर रोड, फोर्ट, मुंबई-४०० ००१	
ज्या पत्रकारांनी ज्यांनी मुद्रांक करेदा अशा त्यांनी काल कारणासाठी	
प्रत्येक करेदा वेळापत्रातून १५ दिवस मुद्रांक करेदा करणे आवश्यक आहे	

INDIAN CHEMICAL COUNCIL

Sir Vithaldas Chambers,

16, Mumbai Samachar Marg

MUMBAI - 400 001

15 MAR 2023



Goculdas President, Indian Chemical Council which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

GeM and the ICC 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 GeM, the Government has ushered in huge structural changes in the entire public procurement machinery.
- v. 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.
- vi. Both the parties have entered into this MoU in order to set-up an institutional mechanism for formal interaction between the GeM and ICC

**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 GeM:**

- 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) Adopt suitable measures to promote GeM among the members, affiliates and partners of ICC.
- c) To provide the necessary expertise & knowledge base to ICC for supporting the activities of "ICC's GeM Facilitation Centre".
- d) In collaboration with GeM, set up GeM Resource Centres at its various Regional Offices. Mandate of these GeM Resource Centres shall be capacity building of both buyers & sellers for making use of GeM, gathering feedback from stakeholders and general handholding for promoting effective and efficient use of GeM.
- e) Jointly organize the training programs, webinars, seminars and workshops with ICC and carry out the awareness of GeM Portal among ICC members by social media tools, e-mails, Webinars especially for MSME's.

## 1.2 Role of ICC:

- a) To encourage ICC members as well as those from the other Pan-India Industry associations, sectorial /regional industry/ trade associations etc. affiliated with ICC, to register on the GeM portal.
- b) ICC 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 portal.
- c) Create awareness with support from GeM about the GeM portal among ICC members as well as the industry.
- d) Networking with the local organizations/institutes and sector / cluster specific clusters.
- e) Testimonials on GeM (video/audio) from senior office bearers and members of ICC subject to their willingness.
- f) To facilitate GeM in the promotion of its portal through exhibitions and conferences organized by ICC.

## 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 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, subject to the approval of the management of the respective party, 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

### 7. 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 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

## 8. 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.

## 9. 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.

## 10. 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></p> <p>प्रकाश मिश्रा / PRAKASH MIRANI JS &amp; Addl. CEO (GeM) भारत सरकार / Ministry of Commerce &amp; Industry नई दिल्ली / Govt. of India New Delhi</p>	<p>In presence of Witness 1 (From GeM , Govt of India)</p> <p> अश्वि कुमार सक्सेना / ASHISH KUMAR SAY GeM Buyer Manager भारत सरकार / Ministry of Commerce नई दिल्ली / Government of India New Delhi-1100</p> <p>Shri Ashish Kumar Say Director Government e Marketplace</p>
<p>SIGNED AND DELIVERED BY (on behalf of Indian Chemical Council)</p> <p></p> <p>Shri Bimal Goculdas President Indian Chemical Council</p> 	<p>In presence of Witness 2 (From Indian Chemical Council)</p> <p></p> <p>Shri D Sothi Selvam Director General Indian Chemical Council</p> 