



SHRI MAHILA SEWA SAHAKARI
BANK LTD.
SAKAR-II, ELLISBRIDGE,
AHMEDABAD- 380 006
NO-GUJ/SOSIAUTH/11/338/2011



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Self Employed Women's Association 1205
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MEMORANDUM OF UNDERSTANDING

This memorandum of understanding [MoU] will form the basis of cooperation
between

Government eMarket place and Self Employed Women's Association for the implementation of the GeM Advocacy, Outreach, Mobilization and Capacity-building Project of women self-help groups [SHGs], individual proprietors and micro, small entrepreneurs [MSE] in public procurement.

This Memorandum of Understanding [MoU] is made and executed on this 19th day of May 2022, by and between the

Government e Marketplace [hereinafter referred as GeM] having its office at 2nd Floor, Jeevan Tara Building, Patel Chowk, New Delhi, 110 001 and represented by Shri PK Singh, Chief Executive Officer, GeM, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and permitted assigns, of the FIRST PART,

AND

Self Employed Women's Association [hereinafter referred as SEWA], a membership based organization of poor, self-employed women workers, working in the informal sector to further informal women workers' rights, livelihoods, financial independence, education, health and social security and represented by Smt. Rehana Riyawala, Vice-President, SEWA, having its registered office at SEWA Reception Centre, Opp. Victoria Garden, Bhadra, Ahmedabad, Gujarat - 380 001, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the SECOND PART:

WHEREAS SEWA will act through the committee comprising of members from SEWA and family of organisations promoted by SEWA (herein after referred as SEWA Committee" which expression shall unless it be repugnant subject or context thereof, include its successors and assigns, of the Second part.

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

WHEREAS women entrepreneurs, women SHGs, Associations, Cooperatives, Collectives, Not for Profit section 25 (now section 8) Companies, and various Not-for-Profit [NGO]/ Voluntary Organizations [VO] and such other organizations are hereinafter collectively referred to as the "Stakeholders" and individually as the "Stakeholder"

Signature of Shri PK Singh
SHRI MAHILA SEWA SAHAKARI BANK LTD.
SAKAR-II, ELLISBRIDGE, AHMEDABAD- 380 006
NO-GUJ/SOSIAUTH/11/338/2011

Signature of Smt. Rehana Riyawala
SEWA RECEPTION CENTRE
OPP. VICTORIA GARDEN, BHADRA, AHMEDABAD, GUJARAT - 380 001

1. Background

- a. GeM is a National Public Procurement Portal, offering 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 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.
- b. SEWA is the premier Women's organization in India that aligns women organizations with Government programs, facilitating market linkages for informal women workers to develop their livelihoods and strengthening collective bargaining power of women workers by offering them new livelihood opportunities, amongst various other objectives. Incorporated in 1972, SEWA is a Trade Union having about 2.1 million members with pan India presence in 18 States and UTs.

2. Purpose of the MOU

Parties agree to collaborate under this MoU as follows;

- a. Engagement of last-mile Govt buyers, namely; Panchayati Raj institutions, Local Bodies, and State and Multi-state Cooperative Societies in the public procurement ecosystem,
- b. Address the twin challenges of "access to markets" and "access to finance" faced by under-served seller groups through proper e-market linkages in public procurement at every district/ block level in India, and
- c. Aligning untapped entrepreneurial energy from last-mile producers and vendors in rural India, thereby integrating local value-chains through "Vocal for Local" and "Make in India" initiatives of the Government to further the aim of ensuring a self-reliant "Atmanirbhar Bharat".
- d. To collaborate and jointly run capacity building workshops and training programs pertaining to GeM for entities associated with SEWA and its stakeholders
- e. To collaborate and work towards increasing convergence between GeM and other central and state government ministries/departments and public sector undertakings (both central and state)
- f. SEWA Committee shall endeavor to onboard enterprises associated with and supported by it, as sellers on to GeM portal.
- g. SEWA Committee shall share feedback with GeM to improve the usability of the platform especially with relation to the needs of women's collective enterprises.
- h. Parties shall strive towards creating opportunities for women in accessing public procurement markets facilitated through the GeM platform, including training, onboarding and linkages with government departments for sales



- i. Parties shall collaborate towards promoting initiatives of national importance such as Start up India, Womaniya initiatives, Swach Bharat, Smart Cities, and National Livelihood Missions (Rural and Urban) etc.

3. Scope

- a. GeM is partnering with Self Employed Women's Association for the advocacy, outreach, mobilization, and capacity-building of women entrepreneurs in public procurement with;
 - i. last-mile Government buyers such as Urban Local Bodies, Panchayati Raj institutions,
 - ii. under-served seller groups in urban and rural areas; namely women and tribal entrepreneurs, micro, small enterprises [MSE], self-help groups [SHGs], farmer producer organizations [FPO], Startups, artisans and weavers, HunarHaat craftsmen, bamboo producers, and
 - iii. Corporates, Companies [Proprietary/Partnership/ Private Limited/Public limited, etc.] including Section 8 Companies, Non-Banking Financial Companies [NBFCs], Private Companies as part of their Corporate Social Responsibility initiatives, Colleges, Scientific and Technical Research Institutions, and Universities, among others.
- b. This MoU between GeM-SPV and Self Employed Women's Association sets out below, the general and broad-based intentions of all entities for collaboration and as an umbrella understanding for facilitation of subsequent agreements and documents relevant for the implementation of the GeM project by Self Employed Women's Association Committee
- c. In the interest of clarity and to reduce ambiguity, supplementary agreements/ addendums to this MoU, to capture the details related to implementation of the project under this MoU, may be executed between the parties in writing,

4. Areas of Cooperation

- a. 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** [Attached]

5. Information and Confidentiality Obligation

- a. The Parties shall, on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MoU.
- b. 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 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 agreement and not to make any third party use such information, whether commercial or non- commercial, without the prior written consent of the disclosing Party.

- c. Exceptions to confidentiality obligation as practiced and understood in common parlance of confidentiality obligation shall apply to the Parties.
- d. The obligation of confidentiality created pursuant to this clause shall be in force for a period of 3 years after termination or expiry of this MoU, whichever is earlier.

6. Intellectual Property Rights [IPR]

- a. No rights of any kind whatsoever in any invention, copyright, trade secret, or any other form of intellectual property (collectively "IP") are granted or transferred under this MoU. Any IP exchanged pursuant to this MoU shall be governed by the terms of a separate written agreement by the Parties.

7. Use of name and logo

- a. 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.
- b. 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.

8. Funding and Financial Responsibilities

- 7.1 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.
- 7.2 With mutual consent, both parties may discuss and share/ reimburse expenses as discussed and mutually decide to execute MoU, for all such programs and initiatives.

9. Indemnification

- a. 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. Termination Clause

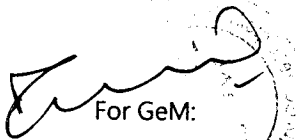
- 9.1 This MoU shall become effective from the date of execution as signed by both Parties, and continue in effect until the 5th anniversary of such date, unless terminated earlier by either Party upon notice to the other.
- 9.2 Each party shall have the right to terminate the MoU by giving 3 months' notice in writing to the other party, at any time.
- 9.3 Termination by either side shall not affect any prior obligation, project or activity already in progress.

11. Amendment Clause

- 10.1 This MoU may be modified or amended by written agreement between both the parties.
- 10.2 It is hereby agreed that this signed MoU can be put in the public domain by both the Parties.

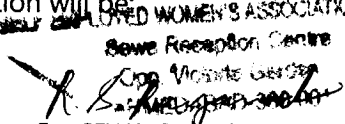
11. Key Points of Contact

11.1 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:
 CEO, Government
 e Marketplace

Tel:

Email:


 SELF EMPLOYED WOMEN'S ASSOCIATION (SEWA)
 Sewa Reception Centre
 Opp. Vignites Garden

For SEWA Committee
 Members:
 Vice-President, SEWA

Tel:

Email:

Representative SEWA
 Bharat

Tel:

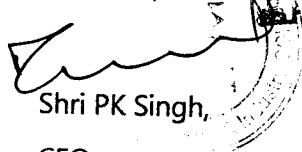
Email:

Representative Gujarat
 State Women's SEWA
 Cooperative
 Federation Ltd. Tel:

Email:

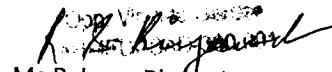
Either party may, by written notice to the other party, designate additional focal points or substitute other focal points for those indicated in this section.

IN WITNESS WHEREOF, the parties have signed this MoU in New Delhi, Delhi on 19th day of May 2022.



Shri PK Singh,
CEO,
Govt eMarketplace
[GeM-SPV],
Department of
Commerce,
Ministry of
Commerce &
Industry, Govt of
India

~~SELF EMPLOYED WOMEN'S ASSOCIATION (SEWA)~~
SEWA Reception Centre



Ms Rehana Riyawala
Vice-President,
SEWA
For SEWA Committee
Members:

Representative SEWA
Bharat

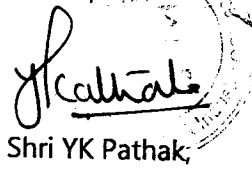
Representative Gujarat
State Women's SEWA
Cooperative
Federation Ltd.

Tel:
Email:

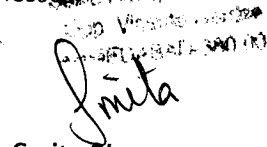
Tel:
Email:

Tel:
Email:

In the presence of witnesses ~~SELF EMPLOYED WOMEN'S ASSOCIATION (SEWA)~~
SEWA Reception Centre



Shri YK Pathak,
ACEO & CFO,
Govt eMarketplace
[GeM-SPV],
Department of
Commerce,
Ministry of
Commerce &
Industry, Govt of
India



Smita Bhatnagar
Senior Coordinator
SEWA

Dated: 19th May 2022

New Delhi, India

Annexure 1 – Areas of Cooperation

1. Collaboration in areas, including;

- 1.1. Assist interested SEWA Stakeholders to on-board/ register on GeM platform as sellers
- 1.2. Promotion of social initiatives at GeM for women-owned micro and small entrepreneur groups [MSE], artisans, weavers, tribal and SC/ ST entrepreneurs, persons with disabilities, craftsmen and women from minority communities, their collectives and
- 1.3. Provide below-mentioned value-added services to SEWA Stakeholders, create awareness about mutual initiatives and on-board respective partners / members etc. on GeM portal.

2. Strengthen capacity building

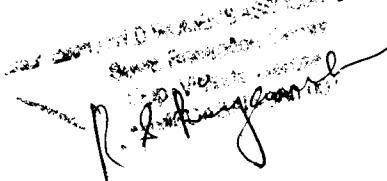
- 2.1. Facilitate capacity building initiatives to register and transact through GeM portal at local and regional level,
- 2.2. Jointly support the training and capacity building of personnel from SEWA Stakeholders, and
- 2.3. GeM to provide Business Facilitators for seller registration and training sessions.

3. Value-added services

- 3.1. Facilitating networking, workshops, marketing events, awards and recognitions, focus initiatives on women entrepreneurs and their collective enterprises start-ups, rural/ urban artisans and SC/ ST entrepreneurs within the SEWA ecosystem, through SEWA/ partner offices, etc.
- 3.2. Jointly facilitate venues for conducting training of Master Trainers on various aspects for doing business on GeM, and provide access to GeM Learning Management System [LMS],
- 3.3. Both parties to mutually invite and participate in programmes being implemented by respective parties at local, state and national level to promote various schemes for benefit of women entrepreneurs and their collectives, start-ups, rural/ urban artisans and SC/ ST entrepreneurs.

4. Research and Publications

- 4.1 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 a knowledge repository, and
- 4.3 Production and dissemination of publications, newsletters and or journals and research analysis by both parties that promote and support the findings of the



R. P. Singh



- 1 -

assessment on a national platform and mutual participation in knowledge sharing activities.

5. Promotion: Both the parties to:

- 5.1 Disseminate information about promotion and development of women entrepreneurs, their collective enterprises, start-ups, rural/ urban artisans and SC/ ST entrepreneurs on their portals and events
 - 5.2 Use GeM and SEWA logos in 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 mutual consent of both the parties.

xx—THE END—xx

SEWA
R. S. Prasad
e-Marketplace