



सत्यमेव जयते

INDIA NON JUDICIAL

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MEMORANDUM OF UNDERSTANDING

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

GOVERNMENT e MARKETPLACE

and

SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA

This Memorandum Of Understanding [MOU] executed on this 29th day of



Statutory Alert:

1. The authenticity of this Stamp Certificate should be verified at www.shcilestamp.com". Any discrepancy in the details on this Certificate and as available on the website renders it invalid.
2. The onus of checking the legitimacy is on the users of the certificate.
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August 2019 between the Government e-Marketplace [hereinafter referred as GeM], and acting through Shri S Suresh Kumar, Additional Chief Executive Officer, GeM, and registered as a Section 8 company under the Companies Act 2013 having its registered office at 3rd Floor, Tower 2, Jeevan Bharti Building, Janpath, New Delhi 110 001, which expression shall unless it be repugnant to the subject or context thereof, includes its successors and assigns, of the FIRST PART:

AND

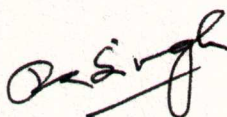
SMALL INDUSTRIES DEVELOPMENT BANK OF INDIA [hereinafter referred as SIDBI], a financial institution, acting as the Principal Financial Institution for promotion, financing and development of Micro, Small and Medium Enterprises [MSME] sector as well as for co-ordination of functions of institutions engaged in similar activities in India, represented by Dr R.K. Singh, General Manager, SIDBI having its registered offices at SIDBI Tower, 15 Ashok Marg, Lucknow, 226 001 Uttar Pradesh, 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 SIDBI are hereinafter collectively referred to as the "Parties" and individually as the "Party".

1. Background

1.1 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.

1.2 SIDBI is the principal financial institution for promotion, financing and development of the Micro, Small and Medium Enterprises [MSME] sector as well as for the co-ordination of functions at institutions engaged in similar activities. Its mission is to facilitate and strengthen credit flow to MSMEs and address both financial and developmental



gaps in the MSME eco-system. Set up in 02nd April, 1990 under an Act of Indian Parliament, SIDBI is owned by Government of India and twenty-nine other institutions, public sector banks, insurance companies, owned or controlled by Government of India.

2. Purpose of the MOU

Parties agree to collaborate under this MOU as follows;

- 2.1 To collaborate and jointly run capacity building workshops and training programs pertaining to GeM, for entities associated with SIDBI and its stakeholders,
- 2.2 SIDBI shall endeavour to on-board interested entities associated with it, as sellers on to GeM portal,
- 2.3 GeM will endeavour to share and promote various SIDBI initiatives with MSMEs registered on its portal to strengthen the MSME ecosystem, and
- 2.4 Parties shall partner to collaborate on initiatives of National importance such as Start -up India, Womaniya initiatives, National Livelihoods Mission [Rural and Urban] etc.

3. Areas of Cooperation

- 3.1 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]

4. Information and Confidentiality Obligation

- 4.1 The Parties shall, on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MOU.
- 4.2 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.

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

4.4 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.

5. Intellectual Property Rights [IPR]

5.1 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.

6. Use of name and logo

6.1 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.

6.2 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.

7. 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.







8. Indemnification

8.1 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. 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.

10. Amendment Clause

10.1. This MOU maybe modified or amended by written agreement between both the parties.

10.2. If 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
GOVERNMENT e-MARKETPLACE

[Shri S Suresh Kumar]
Additional CEO
Marketing and Administration

For
SMALL INDUSTRIES DEVELOPMENT
BANK OF INDIA

[Dr. R K Singh]
General Manager
Promotion and Development Vertical

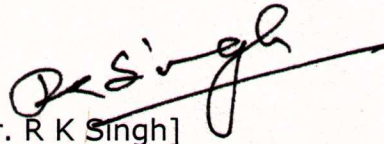
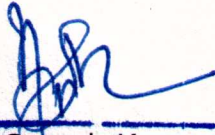


IN WITNESS WHEREOF, the Parties hereto have executed these Presents the Day, Month and Year herein above written.

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 on 29TH August 2019.

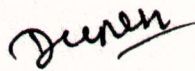
For
GOVERNMENT e-MARKETPLACE

For
SMALL INDUSTRIES DEVELOPMENT
BANK OF INDIA

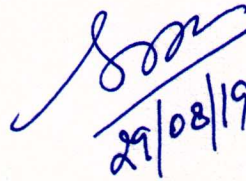


[Shri S. Suresh Kumar]
Additional Joint Secretary
Marketing and Administration
Department of Commerce
Jeevan Bharti Building
Witney.

[Dr. R K Singh]
General Manager
Promotion and Development Vertical



Deepesh Gehlot
Director (Gem)


29/08/19

DEV KUMAR
AGM, PED, SIDBI

Areas of Cooperation

1. Collaboration in areas, including;

- 1.1. Facilitate interested women entrepreneurs, SHGs, WSHGs and various loan beneficiaries under MUDRA and Stand Up India scheme, to onboard/ register on GeM platform as sellers,
- 1.2. Promotion of social initiatives at GeM; i) Womaniya, ii) Startup Runway, iii) City Livelihood Centres and iv) Corporate Social Responsibility platforms with, SIDBI stakeholders,
- 1.3. Providing value-added services to women entrepreneurs, SHGs, WSHGs and various loan beneficiaries within the MSME sector, and
- 1.4. Both the parties (SIDBI and GeM) will ensure the Facilitation of the below listed deliverables:
 - 1.4.1 Create awareness about GeM / SIDBI initiatives among their respective network, as well as the industry,
 - 1.4.2 Put efforts to onboard partners / members Industry associations, sectoral, regional industry, trade associations, etc on GeM portal,
 - 1.4.3 Organise meets and promote the initiatives of each other,
 - 1.4.4 Jointly facilitate venues for conducting training of Master Trainers on various aspects for doing business on GeM,
 - 1.4.5 Jointly network with local organizations, institutes and sector specific clusters, and
 - 1.4.6 Share the testimonials on mutual initiatives from senior officials and partners.

2. Strengthen capacity building

- 2.1. Facilitate capacity building initiatives to register and transact through GeM portal at regional level,
- 2.2. Jointly support the training and capacity building of personnel from partner agencies such as banks, NGOs, Govt. departments and other institutions, and
- 2.3. Facilitate capacity building of personnel at SIDBI and its partners, as Master Trainers in various aspects of conducting business on the GeM



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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 Women Entrepreneurs, Start-ups, rural/ urban artisans and SC/ ST entrepreneurs within the SIDBI ecosystem, through SIDBI offices, etc.
- 3.2. Both parties will mutually invite and participate in programmes being implemented by respective parties at local, state and national level to promote various schemes for benefit of MSEs.

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

5. Promotion: Both the parties to;

- 5.1. Hyperlink respective websites for benefit of MSEs including Women Entrepreneurs, Start-ups, rural/ urban artisans, FPOs and SC/ ST entrepreneurs visiting these portals,
- 5.2. Disseminate information about promotion and development of MSMEs on their portals and events, and
- 5.3. Use GeM and SIDBI logos in documentation related to the cooperation projects and activities in accordance with the current policies of each organization.

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



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