



सत्यमेव जयते

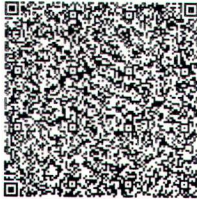
# INDIA NON JUDICIAL

## Government of National Capital Territory of Delhi

₹100

### e-Stamp

Certificate No. : IN-DL4132074674222V  
 Certificate Issued Date : 26-Jul-2023 02:45 PM  
 Account Reference : IMPACC (IV)/ dl740903/ DELHI/ DL-DLH  
 Unique Doc. Reference : SUBIN-DL4132074674222V  
 Purchased by : GOVERNMENT E MARKETPLACE  
 Description of Document : Article Others  
 Property Description : Not Applicable  
 Consideration Price (Rs.) : 0  
 (Zero)  
 First Party : GOVERNMENT E MARKETPLACE  
 Second Party : ORISSA SMALL SCALE INDUSTRIES ASSOCIATION  
 Stamp Duty Paid By : GOVERNMENT E MARKETPLACE  
 Stamp Duty Amount(Rs.) : 100  
 (One Hundred only)



Please write or type below this line

IN-DL4132074674222V

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MoU") executed on 26<sup>th</sup> Day of July 2023 between the 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 2nd Floor, Jeevan Tara Building, 5, Sansad Marg, New Delhi 110001, and represented by Shri. Yogendra Kumar Pathak, Addl. Chief Executive Officer and Chief Buyer Officer-States, GeM which expression shall unless it be repugnant to the subject or context thereof, includes its successor and assigns, of the FIRST PART.

वाई.के. पाठक/Y.K. Pathak  
 अवर सी.ई.ओ./ Addl. CEO (GeM)  
 भारत सरकार/Government of India  
 वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
 स्टाम्प एंड रजिस्ट्रार/Registrar  
 नई दिल्ली/New Delhi-110001

For Orissa Small Scale Industries Association

*Signature*  
 President

- The authenticity of the e-Stamp should be verified at 'www.shilestamp.com' or using e-Stamp Mobile App of Stock Holding Corporation of India.
- Any discrepancy in the details on this Certificate and as available on the website / Mobile App renders it invalid.
- The onus of checking the legitimacy is on the users of the certificate.
- In case of any discrepancy please inform the Competent Authority.



AND

Orissa Small Scale Industries Association is the premier apex association which was established way back in the year 1956 and since then has been instrumental in the upliftment of SSI units in the State of Odisha having its Registered Office at Ajay-Binay Bhawan, Industrial Estate, Cuttack 753010, Odisha, ("OSSIA") represented by Shri. Deepak Kajaria, President, OSSIA 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 OSSIA are hereinafter collectively referred to as the "Parties" and individually as the "Party"

### 1. Background

GeM is the Public Procurement Portal for procurement of goods and services for all Central Government and State Government Ministries, Departments, Public Sector Units (PSUs). GeM endeavours to make public procurement process transparent, efficient, and inclusive. Following are the advantages of GeM. It acts as a centralized and unified public procurement platform for government buyer organizations and suppliers of goods and services, accompanied by:

- Policy reforms for current processes of public procurement ecosystem
- Driving Inclusiveness and Ease of Doing Business (EoDB) with the government (especially for smaller organizations such as MSMEs)
- Standardization of processes backed by the regulatory framework
- A fully automated system enabled through advances technologies

Orissa Small Scale Industries Association (OSSIA) is the premier apex association which was established way back in the yest 1956 and since then has been instrumental in the upliftment of SSI units in the State of Odisha. OSSIA is also a Governing Body Member in CTTC. OSSIA is also a Governing Council Member of OQTC. OSSIA is the lone apex Association representing the cause of SSI units at EPM cost committee judiciously and also member of the EPM Task Force Committee.

OSSIA helps and advises the State Government in formulating necessary legislation in the State to help, promote Micro & Small Industries in the State of Odisha and to take legislative and other measures affecting Micro & Small Industries. OSSIA also works intensively for the development and expansion of existing MSEs and starting of new MSEs in the State.

Both the parties have entered on to this MoU in order to set up an institutional mechanism for formal interaction between GeM and OSSIA.

वाई.के. पाठक/Y.K. Pathak  
अपर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

For Orissa Small Scale Industries Association

Deepak

President



Now it is hereby agreed by and among the parties here to as follows:

## 2. Purpose of the MoU and areas of co operation

Parties agree to collaborate under this MoU as follows:

- a. To collaborate and jointly run capacity-building workshops and training programs pertaining to GeM for stakeholders associated with OSSIA.
- b. OSSIA shall endeavour to on-board interested stakeholders associated with it, as sellers and service providers on to GeM portal.
- c. GeM shall endeavour to adopt suitable measures for its promotion among members of OSSIA.
- d. Parties shall partner to collaborate on initiatives of national importance such as Make in India, Start-up India, etc.
- e. The Parties shall on a regular basis, discuss and consult on matters of common interest to achieve the purpose of this MoU.

### 2.1.Obligations and areas of Cooperation

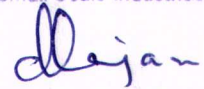
In furtherance of the aforesaid, both Parties shall oblige to collaborate and cooperate in capacity building, value -added services, research and publications, and promotion of programs and activities listed in **Annexure 1** annexed to this MoU.

## 3. 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, 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 provision stated here in and undertake to use the confidential information solely for the purpose of this is 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 parties.
- (III) The obligation of confidentiality created pursuant to this clause shall be in force even after termination or expiry of this MoU.

  
वाई.के. पाठक/Y.K. Pathak  
अपर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

For Orissa Small Scale Industries Association



President



#### 4. Use of name and logo

Save as expressly permitted here in, each party shall use the name logo 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 parties name, logo, and trademarks for the purpose of publicizing the MoU and subject to the confidentiality obligation stated here in. When making reference to this MoU each party undertakes to use other others name in good faith reflecting accurately the agreed upon nature of the collaboration contemplated herein here under and only in relation to or in furtherance to this MoU.

#### 5. Funding and financial responsibilities

Each party will bear its respective cost for carrying out its obligations under the MoU, unless otherwise agreed to in writing by the parties for implementing the scope of service. With the mutual consent, both parties may discuss and share expenses as discussed and mutually decided to execute MoU for all such programs and initiatives.

#### 6. 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, cost, liabilities, losses, expenses, adverse judgement, and damages arising out of or in connection with the MoU arising out of the Indemnifier's gross negligence or wilful misconduct in performing any of its obligations under this MoU.

#### 7. Term and Termination


This MoU shall become effective from the date of execution as signed by both parties and continue in effect until the 5<sup>th</sup> 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.

  
वाई.के. पाठक/Y.K. Pathak  
अपर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

For Orissa Small Scale Industries Association

  
President

President



## 8. Amendment Clause

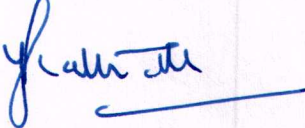
This MoU may be modified or amended by written agreement between both the parties. It is hereby agreed that this sign MoU can be put in the public domain by both the parties

## 9. Intellectual Property

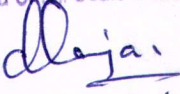
Nothing in this MoU is intended to grant either party right to use intellectual property of the other party. All intellectual property held by the party prior to the entering into this MoU or disclosed or introduced in connection with the with this MoU and all materials in which such intellectual property 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.

## 10. Miscellaneous Provision

- i. This MoU is entered into between the parties on a principle-to-principal basis and nothing in this MoU shall constitute or be deemed to constitute a partnership or Industry Association between the parties here too and the parties shall not have any authority to bind the other party anyway.
- ii. This MoU shall be governed and construct in accordance with the laws of India.
- iii. 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.
- iv. Each party will comply with all applicable laws, rules, and regulations in its performance of this MoU.

  
वाई.के. पाठक/Y.K. Pathak  
अवर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

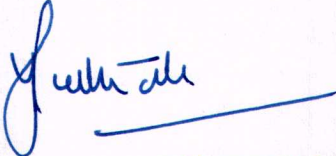

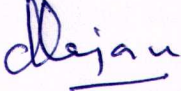

For Orissa Small Scale Industries Association



President



In WITNESS where of the parties here to have executed these presents the day month and year first herein above written

<p><b>Signed and delivered by (On behalf of GeM, Govt. of India)</b></p>	<p><b>In presence of Witness 1(For GeM, Govt. of India)</b></p>
<p style="text-align: center;"></p> <p style="text-align: center;">वाई.के. पाठक/Y.K. Pathak अपर सी.ई.ओ./ Addl. CEO (GeM) भारत सरकार/Government of India वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce &amp; Industry गवर्नमेंट ई-मार्केटप्लेस/Government e-Marketplace नई दिल्ली/New Delhi-110001</p> <p><b>Shri Yogendra Kumar Pathak</b> Government e-Marketplace Ministry of Commerce and Industry</p>	<p style="text-align: center;"></p> <p style="text-align: center;">अमरदीप गुप्ता /AMARDEEP GUPTA निदेशक / Director जेम / GeM वाणिज्य एवं उद्योग मंत्रालय Ministry of Commerce &amp; Industry गवर्नमेंट ई-मार्केटप्लेस नई दिल्ली/New Delhi-110001 Jeevan Bharti, New Delhi-110001</p> <p><b>Shri Amardeep Gupta</b> Government e-Marketplace Ministry of Commerce and Industry</p>
<p><b>Signed and delivered by (On behalf of OSSIA)</b></p> <p style="text-align: center;">For Orissa Small Scale Industries Association</p> <p style="text-align: center;"></p> <p style="text-align: center;"><b>President</b></p> <p><b>Shri Deepak Kajaria</b> Orissa Small Scale Industries Association (OSSIA)</p>	<p><b>In the presence of Witness 2 (OSSIA)</b></p> <p style="text-align: center;">For Orissa Small Scale Industries Association</p> <p style="text-align: center;"></p> <p style="text-align: center;"><b>Hon'y. Secretary</b></p> <p><b>Shri Himanshu Sekhar Mishra</b> Orissa Small Scale Industries Association (OSSIA)</p>



## Annexure-1

### Areas of cooperation and obligations of each party

#### 1. Facilitation in onboarding and awareness

- (1) GeM shall adopt suitable measures for its promotion among OSSIA Members and facilitate interested OSSIA stakeholders to on board /register on the GeM platform as sellers or service providers.
- (2) OSSIA shall facilitate taking feedback from Industry for the technical parameters/SLAs of goods/services available/to be created on GeM.
- (3) OSSIA shall facilitate GeM in promotion of Government of India initiatives like Make in India, Atma Nirbhar Bharat, etc.
- (4) OSSIA shall facilitate and encourage its affiliated industry associations and its members to actively collaborate with GeM and get its members on boarded on GeM portal.
- (5) OSSIA shall involve its members on all aspects of doing business with Government and appropriately raise issues and suggest solutions that would enhance quality of the GeM and its deliveries and collaborate with concerned agencies including State Governments and especially MSME sector in building their capacities and capabilities to transact on GeM.

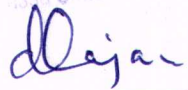
#### 2. Strengthen capacity building.

- (1) GeM and OSSIA shall facilitate capacity building initiatives among OSSIA stakeholders to register and transact through GeM portal at the regional level.
- (2) Jointly support the training and capacity building of personnel from OSSIA stakeholders.
- (3) Facilitate capacity building of personnel at OSSIA 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.

- (1) Facilitating network, workshops, marketing events, awards, and recognitions. Focus initiatives on OSSIA stakeholders within the OSSIA ecosystem, through OSSIA offices etc.

  
वाई.के. पाठक/Y.K. Pathak  
अपर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

  
President  
Hony. Secretary



- (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
- (3) Both parties shall carry out awareness of GeM portal by social media tools, e mailers, webinars especially for MSMEs

#### 4. Research and Publications

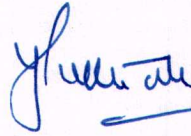
- (1) Shall carry out analysis and studies on issue of common interest thereby building an effective knowledge partnership.
- (2) Participate in research, service data collection exchange of information and data, documentation, and the research materials in the field of procurement and build a knowledge repository.
- (3) Production and dissemination of publications, newspapers 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

- (1) Disseminate information about the promotion and development of the MSE manufacturing sector on their portals and events.
- (2) Use GeM and OSSIA logo in the documentation related to the cooperation projects and activities in accordance with the current policies of each organization.
- (3) Jointly network with local organizations, institutes, and sector specific clusters and
- (4) Share the testimonials on mutual initiatives from senior officials and partners.

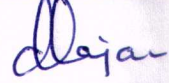
#### 6. Any other matter with the mutual consent of both the parties

\*\*\*\*



वाई.के. पाठक/Y.K. Pathak  
अपर सी.ई.ओ./ Addl. CEO (GeM)  
भारत सरकार/Government of India  
वाणिज्य एवं उद्योग मंत्रालय/Ministry of Commerce & Industry  
गवर्नमेन्ट ई-मार्केटप्लेस/Government e-Marketplace  
नई दिल्ली/New Delhi-110001

For Orissa Small Scale Industries Association



President