



सत्यमेव जयते

INDIA NON JUDICIAL

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Second Party : Tamilnadu Small and Tiny Industries Association
Stamp Duty Paid By : Government e Marketplace
Stamp Duty Amount(Rs.) : 100
(One Hundred only)

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Please write or type below this line

For TANSTIA

[Signature]
PRESIDENT



Statutory Alert:

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MEMORANDUM OF UNDERSTANDING

This Memorandum Of Understanding ("MOU") executed on 21st Day of June 2023 between the Government 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 and assigns, of the FIRSTPART;

AND

Tamilnadu Small and Tiny Industries Association an association of Micro, Small Industry having its Registered Office at No 10, GST Road, Guindy Chennai" represented by Shri K Mariappan President-TANSTIA 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 **Tamilnadu Small and Tiny Industries Association** are hereinafter collectively referred to as the "Parties" and individually as the "Party"

1. Background

Government e Marketplace

Government e-Marketplace (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) and affiliated. 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

TANSTIA

Tamilnadu Small and Tiny Industries Association (TANSTIA) is the apex SSI Association in Tamilnadu recognised both by State and Central Government. TANSTIA has entered Golden Year of Service to the SSI Sector in Tamil Nadu State . TANSTIA is a democratically run association and registered under Tamilnadu Societies Registration Act, 1975 (Regn. No.5/1956). TANSTIA has totally 105 SSI Associations and nearly 1600 direct unit holders in its membership folder and nearly 27216 indirect members. Five different categories of members of TANSTIA are District SSI



For TANSTIA

A handwritten signature in blue ink, appearing to be "K. Mariappan", written over the text "For TANSTIA".

PRESIDENT

Associations, Industrial Estate Manufacturers Associations, Product wise Manufacturers Associations, Other SSI Associations, and individual unit members.

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

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 TANSTIA.
- b. TANSTIA shall endeavour to on-board interested stakeholders associated with it, as sellers and service providers on to GeM portal.
- c. GeM shall adopt suitable measures for its promotion among members of TANSTI
- 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 3rd party, except in accordance with 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.

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



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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 reimbursing 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 indemnifies 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 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 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.

8. Amendment Clause

This MOU may be modified or amended by written agreement between both the parties if 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 MU 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.






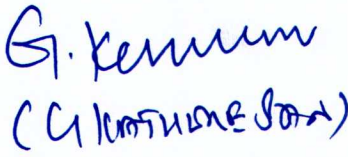
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10. Miscellaneous Provision

- i. This MOU is entered into between the parties on a principle to principle basis and nothing in this MOU shall constitute or be deemed to constitute a partnership or agency 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 course in New Delhi only.
- iv. Each party will comply with all applicable laws, rules and regulations in its performance of this MOU.

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

Signed and Delivered by (On behalf of GeM, Govt. of India)	In presence of Witness 1(For GeM, Govt. of India)
 <p> Prakash Mirani, PRAKASH MIRANI संयुक्त सचिव एवं अपर मुख्य कार्यकारी अधिकारी (जेम) Government e-Marketplace JS & Addl. CEO (GeM) Ministry of Commerce and Industry भारत सरकार / Govt. of India नई दिल्ली / New Delhi </p>	 <p> Shri AV Muralidharan, Dy. Director General & Dy. CEO Government e-Marketplace Ministry of Commerce and Industry </p>
Signed and Delivered by (On behalf of TANSTIA)	In the presence of Witness 2 (TANSTIA)
	 <p>G. Kammur (G. Kammur)</p>

प्रकाश मिश्रा / PRAKASH MIRANI
संयुक्त सचिव एवं सार्वजनिक कार्यकारी अधिकारी (जीएम)
(J&A) सचिव, सीओ (जीएम)
उद्योग एवं वाणिज्य विभाग / Ministry of Commerce & Industry
भारत सरकार / Govt. of India
नई दिल्ली / New Delhi

Annexure

Areas of cooperation and obligations of each party

1. Facilitation in onboarding and awareness

- (1) GeM shall adopt suitable measures for its promotion among TANSTIA Members and facilitate interested TANSTIA stakeholders to on board /register on the GeM platform as sellers or service providers.
- (2) **TANSTIA** shall facilitate taking feedback from Industry for the technical parameters/SLAs of goods/services available/to be created on GeM
- (3) TANSTIA shall facilitate GeM in promotion of Government of India initiatives like Make in India , Atma Nirbhar Bharat, etc.
- (4) **TANSTIA** 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) **TANSTIA** 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 TANSTIA shall facilitate capacity building initiatives among TANSTIA stakeholders to register and transact through gem portal at the regional level.
- (2) Jointly support the training and capacity building of personnel from TANSTIA stakeholders.
- (3) Facilitate capacity building of personnel at TANSTIA 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 TANSTIA stakeholders within the TANSTIA ecosystem, though TANSTIA offices etc.
- (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



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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 acknowledge 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 TANSTIA 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



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