



Directorate of PMEGP

खादी और ग्रामोद्योग आयोग

KHADI AND VILLAGE INDUSTRIES COMMISSION,

सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय, भारत सरकार

Ministry of Micro, Small & Medium Enterprises, Govt. of India

Gramodaya" 3 Irla Road, Vile Parle (West), Mumbai-400056.

No: PMEGP/BFL/PV/2023-24

Date: 23.09.2024

Through Digital KVIC

To

Branch Managers,
All Financing Banks.

Sub: Intimation of MoU executed between KVIC & Department of Posts for Physical Verification of PMEGP units

Sir/Ma'am,

It is to inform all that a Memorandum of Understanding (MoU) between the Department of Posts (DoP) and the Khadi and Village Industries Commission (KVIC) for conducting Physical Verification of PMEGP units has been successfully executed on 20.08.2024.

2. In this regard, it is requested to extend all the co-operation and courtesy to officials of Dept. of Posts for completion of Physical Verification of PMEGP units sponsored by your bank.
3. The enumerators from DoP shall carry a proforma that is to be filled and signed by the branch manager of the respective banks. The proforma is enclosed herewith for ready reference at **Annexure-I**.

Yours Sincerely,

M. Kamble
23/9/2024
(Maneesh M. Kamble)

Director (PMEGP)

Encl: As above

Copy to:

1. State/ Divisional Directors of KVIC with request to circulate to all LDMs, SLBC Conveners and bank branches.
2. AGM (BD), Dak Bhavan, New Delhi



Central Office, KVIC Mumbai-400 056

Website: www.kvic.org.in, www.kviconline.gov.in

Email: pmeqp.kvic@gov.in Telephone: 022 26241871

Bank Form for PMEGP Physical Verification

1.)	Bank Name:		
2.)	Branch Name:		
3.)	IFSC Code:		
4.)	Bank Contact No:		
5.)	PMEGP Beneficiary Name:		
6.)	PMEGP Application ID:		
7.)	Updated/Registered Contact No:		
8.)	Project Details	Sanctioned	Disbursed/ Released
	Term Loan/ Capital Expenditure	₹	₹
	Cash Credit/ Working Capital	₹	₹
	Total	₹	₹
	Own Contribution:	₹	
9.)	Undisbursed Loan Amount/ Balance Loan to be Released by Bank:	₹	
10.)	Whether Cash Credit/Working capital utilization touched 100% of sanctioned amount (Mention amount in case of No)	Yes / No	
11.)	Date of release of 1 st Installment	DD.MM.YYYY	
12.)	Date of PMEGP Subsidy received:	DD.MM.YYYY	
13.)	PMEGP Subsidy amount:	₹	
14.)	FD (TDR/SRF) A/c Number:		
15.)	FD (TDR/SRF) Open/Create Date:	DD.MM.YYYY	
16.)	Whether the loan is covered under CGTMSE:	Yes / No	
17.)	Rate of Interest:	%	
18.)	Whether Interest Charged on Corresponding amount of Margin Money	Yes / No	
19.)	Collateral Security obtained:	Yes / No	
20.)	If Yes, Value of Collateral Security	₹	
21.)	Whether Repayment of Loan is Regular	Yes / No	
	If the repayment is irregular, mention the period	YY.MM	
22.)	Any other Remarks on the Functioning of the Unit.		
Date: DD.MM.YYYY		Signature of Bank Official along with Bank Seal	

Memorandum of Understanding (MoU) between KVIC and Department of Posts for physical verification of PMEGP units.

MoU was signed by the officials of both the departments at KVIC, Rajghat New Delhi office

As per the vision of the Prime Minister, KVIC is promoting the work culture of 'Government to Government' said Shri Manoj Kumar, KVIC Chairman

Posted On: 21 AUG 2024 4:12PM by PIB Delhi

To realize the resolution of **developed India** of Prime Minister Shri Narendra Modi, Khadi and Village Industries Commission (KVIC), Ministry of Micro, Small and Medium Enterprises (MSME) signed an important MoU with the Department of Posts working under the Ministry of Communications at **KVIC, Rajghat New Delhi office** on Tuesday. Under this, the employees of the Postal Department working across the country will do physical verification of new units being set up across the Country under the **Prime Minister Employment Generation Programme (PMEGP)**. KVIC will also train the employees of the **Postal Department** for physical verification.



In the august presence of Chairman, KVIC, Shri Manoj Kumar, Jt Secretary, MSME Shri Vipul Goyal, CEO, KVIC Shri Vatsalya Saxena and General Manager, Department of Posts, Ms. Manisha Bansal Badal, the MoU was signed by Dy. General Manager, Dr. Amanpreet Singh on behalf of Department of Posts and Dy. CEO, PMEGP, Shri Rajan Babu on behalf of KVIC. Through this, KVIC will get the benefit of the services of 1,65,000 post offices spread across the country, out of which 139,067 are working in rural areas.



On this occasion, KVIC Chairman Shri Manoj Kumar said that according to the vision of Prime Minister Shri Narendra Modi, KVIC has signed this MoU with the Postal Department to promote co-operative work culture between the two government departments. Through this, KVIC will get the benefit of the more than 150-year-old communication network of the Postal Department spread across the country. Through this, along with physical verification of PMEGP units, margin money subsidy will also be settled at a faster pace. KVIC Chairman said that PMEGP has promoted entrepreneurship throughout the country and created new employment opportunities. Since the inception of the scheme, PMEGP has supported the setting up of more than **9.69** lakh new projects and generated employment for more than **84.64** lakh entrepreneurs. So far, margin money subsidy of Rs **25563.44** crore has been distributed through this scheme against a loan of Rs **69021.29** crore. In the last financial year 2023-24 itself, PMEGP has generated employment for more than **9.80** lakh entrepreneurs and distributed margin money subsidy of more than Rs **3093** crore.



Chairman KVIC further said that in the last 10 years, Khadi, legacy of Pujya Bapu's has become the guarantee of a developed India. Under the leadership of Prime Minister Shri Narendra Modi and guidance of the Ministry of MSME, for the first time in the history of independent India, the turnover of Khadi and Village Industries has crossed the figure of 1 lakh 55 thousand crore. The Prime Minister's brand power has led to a five-fold increase in the sale of Khadi and Village Industries products and a four-fold increase in production in the last 10 years. For the first time, 10.17 lakh new jobs have been created in this sector. Officers and employees of the Department of Posts and KVIC were present at the event.



MG

(Release ID: 2047302) Visitor Counter : 2321

Read this release in: Gujarati , Urdu , Hindi , Hindi_MP , Marathi , Manipuri , Tamil , Telugu , Kannada

**AGREEMENT BETWEEN DEPARTMENT OF POSTS AND KHADI AND
VILLAGE INDUSTRIES COMMISSION (KVIC) FOR PHYSICAL VERIFICATION
OF PRIME MINISTER'S'S EMPLOYEE GENERATION PROGRAM UNITS**

This Agreement (Agreement) is entered into at Delhi on this 20th day of August, 2024.

By and Between

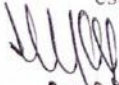
Department of Posts under Ministry of Communication, Government of India, having its Headquarters at Dak Bhawan, New Delhi -110001 (herein after referred to as "DoP") and represented by **General Manager (Business Development), Business Development Directorate, Dak Bhawan, New Delhi** herein after called as the **First Party**

AND

The Khadi and Village Industries Commission, having its registered office at 3, Irla Road, Vile Parle (West), Mumbai-400056. (hereinafter referred to as "KVIC", which term shall, unless repugnant to the context or meaning thereof, be deemed to include its successors, heirs and permitted assigns) and represented by its **Director (PMEGP) Khadi and Village Industries Commission, Vile Parle (West), Mumbai** as the **Second Party**.

WHEREAS,

- A. DoP is a more than 150 years old Government Department and has been the backbone of the country's communication. It has played a crucial role in the country's social and economic development. It touches the lives of Indian citizens in many ways: delivering mails, accepting deposits under small savings schemes, providing life insurance cover under Postal Life Insurance (PLI) and Rural Postal Life Insurance (RPLI) etc. With more than 1,65,000 post offices, out of which 139,067 are in the rural areas, DoP touches every aspect of the citizens' lives even in the most far flung of areas.
- B. KVIC a Statutory Body created by an Act of Parliament and functioning under the Ministry of Micro, Small and Medium Enterprise (MSME), Government of India. KVIC implements various schemes and programs with a view to promote Khadi and Village Industries and thereby create employment opportunities for rural artisans, spinners, weavers and for the first-generation entrepreneurs in India. Amongst the various schemes and programs, Prime Minister's's Employment Generation Program (PMEGP) is one of the flagship schemes amongst the various schemes and programs implemented by KVIC.
- C. PMEGP is a major credit-linked subsidy programme aimed at generating employment opportunities through the establishment of micro-enterprises in the non-farm sector by assisting traditional artisans and unemployed youth in rural as well as urban areas. KVIC is the nodal agency at the national level. One of the major activities under the scheme is the physical verification (PV) of the units set up under the scheme to establish the actual setting up of the unit and its working status on completion of the


20/8/24



mandatory lock-in period of 03 years. The subsidy that is kept in Term Deposit Receipt (TDR) in the name of the beneficiary at the financing bank can only be adjusted based on the positive outcome of the PV report and hence it carries high significance.

- D. KVIC desires to carry out physical verification of Prime Minister's's Employment Generation Programme (PMEGP) Units through DoP employees on a remuneration basis and DoP has agreed to carry out the physical verification of the PMEGP units.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT:

1. Term and Termination: -

1.1 This Agreement shall be effective from and shall remain in force for a period of 03 years with effect from 20th August, 2024. The term of the agreement may be renewed/extended on mutually agreeable terms and condition between the Parties by execution of an addendum/Agreement/any other documents.

2. Scope of the Agreement

2.1 KVIC has agreed to avail the services from DoP as provided in Annexure A.

3. Scope of Work

To carry out PV of PMEGP units through DoP employees on a remuneration basis.

4. Responsibility, Representations and Warranties of DoP

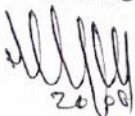
4.1 DoP shall provide through its Post Offices, the services as provided in **Annexure-A**, and as per the terms and conditions of this Agreement.

4.2 DoP shall share the details of enumerators to KVIC.

4.3 DoP confirms that it has full capacity, power and authority to enter into this agreement and perform all necessary obligations and render the services as agreed in this Agreement.

4.4 DoP agrees and acknowledges that it shall promptly and in a business like, friendly manner provide the services.

4.5 DoP and its personnel shall carry out their obligations with due care, skill and diligence and avoid any third party conflicts. If DoP is rendering any similar services to any other person, DoP shall take all care to put in place strong safeguards for the security and confidentiality of confidential information and to prevent its misuse including avoiding any co-mingling of information /documents, records and assets.


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4.6 DoP agrees that in case of unavoidable circumstances, KVIC will be entitled to use the services for a proportionately longer period of time which will be mutually agreed to by both the parties.

4.7 DoP confirms that it shall not outsource the services or any part of it thereof without the prior written consent of the KVIC.

4.8 KVIC shall have a right to set-off, adjust or appropriate any other payments under this Agreement due to / from DoP. This right of set off or adjustment shall be available due to any act which is not in consonance with the terms and conditions of the contract.

4.9 DoP confirms that except for providing the services agreed under this agreement, DoP shall not use KVIC name, logo or any other trademarks or service marks or any other intellectual property in any manner whatsoever including in any advertising, signage, marketing materials, brochures or any other materials in any medium without KVIC advance written permission and vice versa.

5. Rights and Responsibilities of KVIC

5.1 Beneficiaries data as available with the KVIC on PMEGP portal shall be made available through web services on Mobile Inspection App.

5.2 Some of the information will be auto-populated/auto-filled in the survey form from the existing database.

5.3 KVIC shall make official intimation to the bank authorities to keep data and documents ready for DoP staff.

5.4 KVIC shall make official intimation to the unit holders to keep data and document ready before site survey so that resurvey/revisit can be avoided.

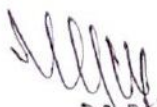
5.5 KVIC shall not do or cause to be done any act or omission that may have the result of damaging, endangering or diluting the rights or goodwill of DoP.

5.6 KVIC is authorized to continuously monitor and assess the Services rendered including for any necessary corrective measures to be taken immediately.

6. Payment/Fees

6.1 KVIC, in consideration of the services, has agreed to pay to DoP the amount mentioned hereunder as service charges including the cost for PV of PMEGP units through mobile application provided by KVIC, documents and incidental and subsidiary activities: -

Service Charges - Rs.2,304/- * per successful PV** of PMEGP units.


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9.2 The party, other than the party who invokes force majeure, shall be entitled to terminate this Agreement after giving at least 15 days advance written notice to the other party if the force majeure event is not cured within 30 days of the occurrence of the force majeure event.

Both parties reserve the right to terminate this Agreement after giving 30 day notice without giving any reasons or cause. In the event of any material breach or fraud or misconduct, any Party may terminate the Agreement immediately with written intimation.

9.3 In the event of termination of this Agreement, KVIC shall be liable to pay only the unpaid fees to DoP for the services rendered by DoP under this Agreement till date of termination.

9.4 DoP shall return all the material provided by or for KVIC including the confidential information to KVIC or any other person informed by KVIC in writing within 07 (seven) days of intimation or expiry or termination, whichever is earlier.

10. Confidentiality:

10.1 Neither party shall divulge or permit its employees or any third parties to divulge any confidential information to any person or party. Each party shall inform and ensure that its employees, agents, and representatives of the proprietary nature of such confidential information and the obligation to keep such information confidential and shall take such other action as shall reasonably be required for the purpose.

i) Except those employees, agents, or affiliates of the parties who require knowledge of the same and only to the extent required, for the performance of its obligations under this Agreement.

ii) Except as required to comply with applicable laws, regulations, ordinances, decrees, or judicial or administrative orders, and

iii) Except as otherwise agreed by the parties in writing.

10.2 This clause shall not apply to information that is:

i) In the possession of, or was known to, the recipient prior to its receipt, without an obligation to maintain its confidentiality;

ii) Becomes generally known to the public without violation of this Agreement;

iii) Obtained by recipient from a third party having the right to disclose it, without the obligation to keep such information confidential;


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iv) Independently developed by recipient without the use of confidential information and without the participation of individuals who have had access to confidential information.

v) Required to be provided to court of law or any other regulatory authorities or agencies under any law, or process of law duly executed.

10.3 "Confidential Information" shall include beneficiaries details and documents, any material, data or information including of the beneficiaries (past, present or future) of the Schemes commercial or technical or of any other nature in whatever form or medium, provided or disclosed including all information disclosed/ furnished by or for the KVIC, its Registrar and Transfer Agent, the beneficiaries of PMEGP scheme and/or any other person, to DoP in the course of discussions, rendering of the Services, and/or inspection in connection with the Agreement. Confidential information shall also include any copy, abstract, data, extract, sample, or module thereof. Confidential information shall include any information disclosed by KVIC to DoP or that may otherwise come within the knowledge or possession of DoP.

If DoP is providing similar services to any other person, DoP shall ensure to take adequate care to build safeguards for data security and confidentiality.

Confidentiality obligations shall survive the expiry/termination of the Agreement.

11. Indemnification

Subject to the provisions of this Agreement both the Parties i.e. DOP and KVIC, agree that they shall effectively indemnify, defend and hold harmless towards each other and their Director(s) and employees as well against all and any costs, claims, damages, expenses, losses, litigations (including counsel fee and notices fee) and other obligations, liabilities and consequences sustained by either parties, their employees or/ and directors arising out of this memorandum.

12. Force Majeure

Either Party will not be liable to the other for any delay or failure to fulfill its obligations in connection with its obligations under this Agreement where any such delay or failure is caused in whole or in part by any Act of Terrorism, Biological or Chemical Contamination, Nuclear Risks , or to the extent that any such delay or failure arises from causes beyond its control, including, without limitation, pandemic situations, fire, floods, acts of God, acts or regulations of any governmental or supranational authority, war, riots, strikes or labour shortages. This clause will be read and implemented as per the guidelines of Court/ government on both the parties.


20/06/24



13. Contingency and Disaster Recovery Plans

DoP shall have adequate contingency and disaster recovery plans to maintain continuity & satisfactory rendering of Services and also to avoid disruption of Services due to force majeure events.

14. Governing Law and Jurisdiction

14.1 This Agreement shall be governed by and construed exclusively in accordance with the laws of India. However, at times dispute may arise about any interpretation of any term or condition of the Contract, including but not limited to, the scope of work, the clauses of payments etc., in such a situation either party to this Contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicable settled within 30 days following the response of that party, then sub- clause 14.2 shall become applicable.

14.2 Any dispute arising out of or in connection with this Agreement which cannot settled by mutual consultations shall be resolved by Arbitration in accordance with A&C A, 1996 and its subsequent amendments. The Tribunal shall consist of a sole arbitrator to be appointed through mutual consent. The de arbitrator shall be a person of eminence and should be a retired High Court Judge.

14.3 Unless otherwise agreed by the parties or decided by the arbitrators the venue of arbitration shall be Delhi.


14.4 Arbitrator(s) shall give reasons for the award and the award shall be binding on KVIC and the DoP and enforceable at the courts of jurisdiction at Delhi India, in accordance with the provision of The Arbitration and Conciliation (Amendment) Act 2015.

15. Assignment

Neither Party shall have the right to assign this Agreement or any part herein without the prior written consent of the other Party.

16. Modification

No addition or modification of this Agreement shall be effective or binding on either of the Parties hereto unless agreed in writing and executed by the respective duly authorized representatives of each of the Parties hereto.


20/08/24



17. Severability

If any provision of this Agreement is or becomes, in whole or in part, invalid or unenforceable but would be valid or enforceable if some part of that provision was deleted, that provision shall apply with such deletions as may be necessary to make it valid. If any Court/Tribunal of competent jurisdiction holds any of the provisions of this Agreement unlawful or otherwise ineffective, the remainder of this Agreement will remain in full force and the unlawful or otherwise ineffective provision will be substituted by a new provision reflecting the intent of the provision so substituted.

18. Stamp Duty

Stamp Duty in respect of this Agreement shall be on account of DoP.

19. Counterparts

This Agreement may be executed in any number of originals or counterparts, each in the like form and all of which when taken together shall constitute one and the same document, and Parties may execute this Agreement by signing any one or more of such originals or counterparts.

20. Entire Agreement

This Agreement sets forth and shall constitute the entire Agreement between the KVIC and DoP with respect to the subject matter hereof, and shall supersede any and all prior Agreements, understandings, promises and representations made by one Party to the other concerning the subject matter.

21. Mutual Assistance

In the event that any proceedings are initiated by a third party against a Party to this Agreement (the "Party proceeded against") in relation to the arrangement envisaged herein, the other Party may provide possible assistance to the Party proceeded against to defend itself in such proceedings provided that nothing in this clause shall be construed as requiring the other Party to do any act which would prejudice its rights in any legal proceedings.

22. Recitals

All recitals shall form part and parcel of this Agreement.


20/10/24



23. Correspondence/Notice

All correspondence between DOP and the KVIC hereunder will be exchanged by the representatives of the Parties on the following legal addresses of the respective Central Controlling Agencies.

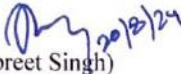
Department of Posts
Business Development Directorate
Dak Bhawan, Sansad Marg
New Delhi-110001

Khadi and Village Industries Commission
Velodrome Rd, Gandhi Smriti, Raj Ghat,
New Delhi, Delhi, 110002

IN WITNESS WHEREOF, the parties hereto have executed this Agreement at Delhi on the date first hereinabove written.


For and on behalf of
Department of Posts

(First Party)


(Amanpreet Singh)
Additional General Manager,
Business Development Directorate,
Dak Bhawan, Sansad Marg,
New Delhi-110001

For and on behalf of Khadi
and Village Industries
Commission

(Second Party)

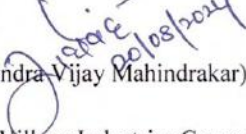

(M. Rajanbabu)
Deputy Chief Executive Officer
Khadi & Village Industries Commission
"Gramodaya", 3 Irla Road
Vile Parle (West), Mumbai-400056


In the presence of the witnesses: -

1. 
(Rekha Sethi)
Assistant Director
Business Development Directorate,
Dak Bhawan, Sansad Marg,
New Delhi-110001

2. 
(Ajay Kathuria)
Senior Manager
Business Development Directorate,
Dak Bhawan, Sansad Marg,
New Delhi-110001

In the presence of the witnesses: -

1. 
(Raghavendra Vijay Mahindrakar)
Director
Khadi & Village Industries Commission,
"K" Block, Choudhary Building,
Connaught Circus, New Delhi-110001

2. 
Ashok Tharwal
Assistant Director-I
Directorate of PMEGP, Central Office,
Khadi & Village Industries Commission
3 Irla Road Vile Parle (West),
Mumbai 400056

Agreement with Dept. of Post

LA Legal Affairs <legalaffairs.kvic@gov.in>
Thu, 01 Aug 2024 6:37:36 PM +0530 •

To "Dte of PMEGP" <pmeqp.kvic@gov.in>, "M RAJANBABU" <rajanbabu.kvic@gov.in>

Sir,

As desired , Agreement has been examined and necessary modifications are carried out therein in red ink, which may be taken care of.

Witness details from KVIC may be included in the Agreement .

Regards

Asst.Director(L.A)



📎 **1 Attachment(s)** • Download as Zip



Approved Draft MoU KVIC-PME... .docx
32.3 KB • 🔒