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**KHADI AND VILLAGE INDUSTRIES COMMISSION,  
3-IRLA ROAD, VILE PARLE (W) MUMBAI - 400 056**

No.PMEGP/Impl. of PMEGP/2010-11

March 28, 2011

**C I R C U L A R**

Sub: Implementation of e-tracking of PMEGP applications through outsourcing professional agency at State level by KVIC.

Ref: Circular No. PMEGP / Implementation of PMEGP / 2010-11 dated 03.03.2011

.....  
Attention is invited to the above mentioned circular, wherein it was informed that full-fledged e-tracking system has to be online for PMEGP by June, 2011 and State Directors of KVIC were directed to go in for an independent agency through open tender process as per GFR norms for data collection, data entry and uploading information pertaining to KVIC, KVIBs, DICs and banks inter e-tracking system.

2. In this regard, draft tender advertisement and tender documents for the purpose have been prepared by Directorate of PMEGP and the same are enclosed for use by the State Directors of KVIC.

3. Pre Bid meeting with the agencies may also be held to make them aware of the scope of work for e-tracking and it should be ensured that the agencies is in place and e-tracking system starts at district level in the State before June, 2011. State Directors will select the agency for collecting the data from KVIC, KVIB and bank making data entry and uploading it to e-tracking system and shall cover entire state including the area of regional offices for this purpose.

4. Director (IT) will be responsible for providing technical support for the software and attend to the technical queries and problems on this aspect, if any.

5. Director, PMEGP will be coordinating and monitoring the entire process with the State/Districts of KVIC.

Cont.

: 2 :

6. It may be noted that this is a time bound activity, which has to be completed by the stipulated date and calls for immediate compliance from all State Directors of KVIC. Zonal Dy. CEOs should follow up and monitor the above direction. CEO, KVIBs, Principal Secretary, Industries and Banks should also be kept informed of the development.

7. Unspent balance under B & F are available with State offices, which can be utilised for this purpose. However, where unspent balance under B & F is not available, the same may be sought from Directorate of PMEGP after finalizing the tender for e-tracking.

The above circular be taken on 'Top Most Priority'.

*hmv 28.3.2011*

( J.S. Mishra )  
Chief Executive Officer

To

1. All State/Divisional Directors, KVIC
2. Principal Secretary, Industries
3. All CEO/State/UT KVIB

Copy for information to :

1. All Members of KVIC
2. Financial Advisor, KVIC, Mumbai
3. CVO, KVIC, Mumbai
4. All Zonal Dy. Chief Executive Officers
5. All Director, Industries
6. Secretary to Chairperson
7. CEO Cell
8. All Programme/Industry Directors, Central office, KVIC.
9. Director (IT) for website
10. Director (Publicity) for publishing in Jagriti

Chief Executive Officer

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**KHADI AND VILLAGE INDUSTRIES COMMISSION**

**(Ministry of MS&ME, Govt. of India)**

**NOTICE INVITING TENDER FOR DATA COLLECTION AND  
DATA ENTRY FOR e-TRACKING OF PMEGP PROPOSAL.**

Khadi and Village Industries Commission is a nodal agency for implementing Prime Minister's Employment Generation Programme (PMEGP) in urban and rural areas of the country. Around 1.5 lakh units have been sanctioned in the country under the scheme. For the purpose of tracking applications and creating data base of the applications received, budget sanctioned and disbursed as well as monitoring the flow of applications upto the stage of disbursement by banks, e-tracking system software has been developed by KVIC, which is online.

2. For collection of data relating to status of project applications from all the 4 agencies involved in implementing the scheme viz. KVIC, KVIB, DIC and Banks; KVIC requires professional agency – Government / Semi Government / /Public/Private Company /NGO etc. having proven track record in data collection and data entry at district level and state level for uploading status to the e-tracking system. The agency should have experience of atleast 3 years in conducting District Level Data collection, data entry and should have undertaken atleast one study / survey for Central / State Government at State level or national level having annual minimum turnover of Rs. 1.00 Cr. in each of last 3 years.

3. Proposals are invited statewise for district level data collection and data entry for e-tracking system. Interested agencies can collect tender documents on payment of Rs.1000/= on any working day from Monday to Friday between 9.30 a.m. to 6.00 p.m. to at the following address.

**Address of KVIC, State Office :**

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4. The KVIC reserves the right to issue, accept or reject any or all tenders without assigning any reason thereof.

Documents can also be down loaded from KVIC website – [www.kvic.org.in](http://www.kvic.org.in). ( Last date and time should be specified)

**TENDER DOCUMENT**

Brief for engaging of agency for Data collection and Data entry for e-tracking system for PMEGP units

**Background**

Ministry of MSME has launched Prime Minister's Employment Generation Programme (PMEGP) which is being implemented through KVIC and KVIBs in rural area and through DICs in urban and rural areas. Under the scheme unemployed beneficiaries in rural /urban areas may set up the project upto Rs. 25.00 lakhs in production activities and upto Rs. 10.00 lakhs for Service Industry by availing Bank Finance through Public sector banks as well as cooperative and private banks in the country. KVIC will be extending Margin Money subsidy ranging from 15-35% depending on the financial range of the project and the social category of the beneficiary. Scheme details enclosed.

2. The process of application and getting project proposals sanctioned by potential beneficiaries is as follows :

- Applications can be submitted in the office of KVIC, KVIB or DIC.
- Applications will be screened for minimum eligibility criteria and submitted to District Level Task Force Committee (DLTFC) constituted in each district under the Chairmanship of Collector/Additional Collector/CDO. DLTFC scrutinizes the applications and also interviews the applicants relating to their project proposals, capacity and competency of the individual and viability of the

projects and short list applications to be forwarded to Banks for sanction. Banks take their own credit decision and sanction the project. Financing branch of banks send margin money claims to their nodal branch for margin money adjustment.

- The above process involves movement of applications through various channels. KVIC/KVIB/DIC, DLTF, Financing branch and nodal branch of bank.

#### **Objective of e-tracking system:**

- Facilitates the PMEGP beneficiaries to view the current status of their application from any where in the country at any point of time.
- Provide effective monitoring of the scheme at different level by implementing / Nodal agency and Ministry.
- To generate various reports required from time to time including progress of scheme district-wise and state-wise includes participation of social category, gender etc. of beneficiary, project size, name of the industry etc.
- To generate acknowledgement /forwarding letters and top sheets for DLTF.
- To provide transparency from receipt of application to final disposal.

#### **Features of e-tracking system :**

- Web based application system
- Auto generated application ID
- Scalable and secure
- Controlled access for implementing and associated agencies.

- Provides up-to-date information about all implementing agencies, Nodal banks, EDP training Centers
- Provides information about meeting schedule and place of DLTFCC.
- Provides information about venue and date of EDP training.

**About PMEGP e-tracking application system :**

- The applicant can view their current status online by entering his/her applicant ID.
- The system will generate Unique Applicant ID and acknowledgement letter.
- Generate customized reports as desired from the system required for monitoring.
- System will generate following letters :
  - Acknowledgement letter for applicant
  - Top sheet for Task Force Committee
  - Forwarding letter to Bank
  - EDP training sponsoring letter
  - Govt. subsidy Adjustment letter
  - List of Beneficiaries financed for e-tracking
- The following statement will be generated covering district wise, state-wise, zone wise and National level.
  - Under process /pending statement
  - Rejection report with remarks statement
  - Task Force Committee recommendation statement
  - Bank wise forwarding application statement
  - Bank wise sanction application statement
  - Bank wise rejection application statement
  - Bank wise pending application statement

- Bank wise Margin Money (Govt. Subsidy) release statement
- Bank wise Margin Money (Govt. Subsidy) adjustment information.
- EDP training details covering training center wise statement
- Industry Group wise projects, margin money & employment
- Gender wise report
- Social category wise report
- Financial range wise details
- Performance of Backward Forward Linkages
- Other report as and when required.
- Agency-wise details are also required during review meeting which may be considered.

### **Role of the Agency**

1. Data collection of the application, its status, data entry and uploading it in the prescribed e-tracking system will be required to be done at District Level by the agency selected for this purpose.
2. The data will have to be collected from office of KVIC, KVIB, DIC, financing bank branch and Nodal Bank in the prescribed format.
3. The data will be collected on fortnightly basis.
4. The DEA will be reporting to State / Divisional Office, KVIC for the purpose of the assignment.
5. Data collected will be validated by the local KVIC office before uploading to e-tracking system.
6. The DEA will have to cover the entire districts of State.

## **SCOPE OF WORK**

The Vendor is expected to deploy the required number of data entry operators at various locations to undertake the following set of activities:

1. The Data Entry Agency (DEA) (Bidder) to work as per the directions of the KVIC officials to whom they have been allotted.
2. The DEA (Bidder) shall work as per the office hours of KVIC and if required they shall work extra times and on holidays as per the directions of the KVIC officials.
3. The DEA (Bidder) shall maintain a work diary duly indicating the works done by them during the day and shall submit it to the KVIC officials.
4. Coordinate with necessary stakeholders (internal & external) of PMEGP e-tracking application software as per the requirement of KVIC.
5. The deputed officer from KVIC will check the entries at regular interval done by Data Operator.
6. Data Entry Operator will maintain Master data such as office detail, nodal bank details, Task Force Committee detail and EDP training Centre detail etc. on a regular basis.
7. Data Entry Operator will update the status such as under process /rejection at initial scrutiny /placed before Task Force Committee and forwarded to bank etc.
8. Data Entry Operator at the district level and supervisor / supervisors of agency will operate at state level. While the job of the data entry operator is to collect the information from the banks as well as the implementing



agencies and enter them, the job of the state level supervisor will be to supervise, monitor and ensure the timely data entry at various stages through out the state.

9. Data Entry Operator will enter the bank detail which are forwarded to bank.
10. The main task of the Data Entry Operator is to input the data of applications received by KVIC, KVIB and DICs under PMEGP and follow its movement at various milestones as described in the document. All relevant data have to be collected from internal and external stakeholders including implementing agencies and bank officials and entered into the PMEGP e-tracking application software for which they will be given authorized access.
11. The DEA should ensure their own infrastructure viz. computers, printer, internet and other peripherals for timely feeding the data.
12. Before entering the data into the system the data need to be validated by respective implementing agencies i.e. KVIC/KVIB/DICs.
13. In case of unsatisfactory performance, the services of the agency shall be terminated by giving one month notice.
14. The KVIC reserves the right to issue, accept or reject any or all tenders without assigning any reason thereof.

**Eligibility of Agency**

Any Government / Semi-Government / NGOs / Private/Public Ltd. Company etc. should have experience of atleast 3 years in conducting District Level Data collection, data entry and

should have undertaken atleast one study / survey for Central / State Government at State level or national level having annual minimum turnover of Rs. 1.00 Cr. in each of the last three years.

### **Scope of the project**

The number of applications received all over the country during 2008-09, 2009-10 and 2010-11 are 2,17,762, 3,19,702 and 3,00,379 (upto February, 2011) respectively. The DEA has to collect the details of implementing agencies i.e. KVIC, KVIBs and DICs as well as financing bank branches and fed these details in e-tracking software. On an average 8,000-12,000 number of applications are receiving in major States. In Andaman Nicobar, Lakshadweep, Pondicherry, Daman Diu, Dadra Nagar Haveli etc. the number of applications would be much less. **(as per Annexure -IV)**

Name of the State :		3 years Performance (Nos.)		
S.N.	Details	2008-09	2009-10	2010-11
1	No. of application received			
2	Forwarded to DLFTC			
3	Recommended by DLFTC and forwarded to Bank			
4	Sanctioned by Bank			
5	Disbursed by Bank			
6	Pending with Bank			
7	Reimbursement of M.M. by Nodal Branch			

Note :-tracking of the application under PNEGP scheme is continued process till completion of scheme.

### **Method of Selection :**

- 1. Initial Scrutiny :** Based on the essential criteria, initial scrutiny of application will be done to verify whether

applicants are fulfilling basic requirements for the assignment.

2. **Technical Appraisal** : The applicant will be required to make presentation at respective State Office or at any place decided by State Director, KVIC at their own cost with their company profile, experience and also the methodology to be adopted for conducting the assignment. The eligible agencies will be suitably informed about the presentation should by post/e-mail or phone. Technical appraisal of the agency will be done considering their work experience, presentation, profile, methodology and roadmap. The short listed agencies shall qualify for opening of financial bid.

3. **Financial Appraisal** : The applicants who have been short listed after the technical appraisal will qualify for opening of their financial bid and other things remaining same, the agency which have quoted lowest rate, will be finalized. KVIC, however, reserves the right to reject any or all applications without assigning any reason.

4. **Negotiations/Award of Contract** :-

(i) Before the award of work, Director, State Office, KVIC, if decides, may hold negotiations with the bidder, whose bid has been determined to be substantially responsive to the bid documents and whose offer has achieved highest combined technical and financial score. The aim is to reach agreement on all points and sign a contract.

(ii) The negotiations will conclude with a view of the draft form of the contract. After negotiations, Director,

State Office, KVIC and the agency will initial the agreed contract. If negotiations fail, State Office, KVIC will invite the bidder whose proposal received the second highest score to negotiate a Contract, failing which the State Office, KVIC may invite the next 3<sup>rd</sup> ranked bidder to negotiate and sign the agreed contract.

**(5) How to apply :**

(i) The DEA should send their profile, relevant work experience etc., in the prescribed format (**Annexure-II**) alongwith supporting documents and testimonials for technical appraisals by State Office, KVIC in a cover superscripted, "Technical bid".

(ii) The financial bid will have to be furnished in a separate cover which will be superscribed "Financial bid" as per **Annexure-III**.

Both these covers should be placed in a bigger cover duly sealed and submit at the given address by the specified date and time.

**(6) Period of empanelment :**

The DEA will be empanelled for a period of one financial year and the empanelment can be reviewed and extended further for a year by State Office, KVIC provided their work is found satisfactory.

**(7) Earnest Money Deposit :**

The applicant agency shall furnish an EMD of Rs.10,000/- in favour of Director, State Office, KVIC ..... alongwith its technical bid which will be interest free. It will be refunded to agency in case it is not selected for the assignment. The

EMD will be forfeited in the event the agency does not execute the assignment satisfactorily.

Offers without EMD are liable to be rejected.

**(8) Agreement :**

The DEA will have to enter into an agreement with Director, State Office, KVIC. The copy of the agreement shall be made available by State Office KVIC to the selected agencies and executed before assigning the work.

**(Annexure- V)**

**(9) Payment Schedule :-**

The terms of payment for this assignment are as follows :

- i) Payment will be made against the bill submitted by the agency on the basis of application entered /uploaded with completeness in e-tracking system.
- ii) Proper checking of data and completeness of work may be done by State Office, KVIC before affecting payment.
- iii) Payment will be made by 10<sup>th</sup> of every month.

**(10) Cost of Tender**

Rs.1000/- is payable towards cost of this tender Document in the form of Demand Draft of any Nationalized Bank drawn in favour of Director, State Office, KVIC, ..... payable at ..... and it is to be enclosed with the Technical Bid. Tender can be purchased by paying cash or demand draft and entered in technical bid.

**(1.1) Settlement of Dispute**

In case of any dispute, the matter will be first tried to be resolved amicably through arbitration, failing which to have legal recourse, the jurisdiction shall be of respective State High Court.

### **(12) Termination of Contract**

At any point of time if State Office, KVIC finds that the performance of the agency is not satisfactory and as per requirement, State Office, KVIC reserves the right to terminate the contract and award the same to any competent agency. The loss/damage suffered by KVIC, total amount paid as first installment and EMD paid by the agency will have to be forfeited alongwith interest. Such agency will be black listed by KVIC.

### **(13) Indemnity clause**

The Agency will indemnify KVIC towards any damage, loss expenditure that may arise due to any wrong deeds or misrepresentation or non performance by the Nodal Agency and KVIC will be in no way responsible for any acts or omission committed by Nodal agency.

## Annexure -- II

KHADI AND VILLAGE INDUSTRIES COMMISSION,  
STATE OFFICE.....

Subject : Technical bid for arranging e-tracking system under PMEGP scheme of KVIC

Ref.: Inviting Tender vide Advertisement

No.....date..... in ..... newspaper.

1	General	
(i)	Name of the Agency/Organization	
(ii)	Registered / Corporate Office Address	
(iii)	Address for communication (including fax an e-mail)	
(iv)	Name of the Co-ordinator for contact purpose	
2	Organization	
(i)	Year of Registration	
(ii)	Year of operation	
(iii)	Brief details of Head Office and field/ branch offices	
(iv)	Organizational chart	
(v)	Profile of the organization in brief	
	(For point No. (iii), (iv) and (v), separate sheets may be enclosed	
3	MANPOWER	
(i)	Technical Head office Branch	
(ii)	Administrative Head office Branch	
(iii)	Whether a team of manpower is exclusively there for undertaking economic survey / study. If yes, a brief details of the numbers / educational qualification and average age group.	
(iv)	A brief bio-data of the co-ordinator proposed for undertaking the e-tracking assignment	
4	PAST EXPERIENCE	
(i)	Total no. of survey/studies conducted till date during last three years	
(ii)	Annual turnover during last three years	

	with supporting audited annual accounts.	
a)	All India Level	
b)	Zonal Level	
c)	State Level	
ii)	Whether the agency has any work experience in rural areas, other survey / studies? If yes, please give brief details thereof.	
ii)	Brief details of major clients	
5	Proposed plan of action envisaged by the organization for completing the assignment within time frame.	
6	Any other relevant information the agency /individual has to provide being relevant to the assignment?	
7	Latest Income Tax clearance with Pan Number	
8	Latest Service Tax clearance with S. Tax Reg. No.	

Note : While submitting the offer quoting cost of e-tracking assignment, the agency has to take into consideration the guidelines, terms and conditions and various clauses of the draft agreement.

Place :

Date

Signature

Name

Designation



## ANNEXURE - III

**FINANCIAL BID FOR ARRANGING E-TRACKING SYSTEM  
IN PMEGP SCHEME OF KVIC**

(IN SEALED COVER)

**Name of the State : -**

Sr. No.	Name of the District	Estimated applications in the district	Cost per application for data collection, data entry and uploading to system for reporting & monitoring	Total Cost of collection, feeding of applications including reporting, monitoring charges etc.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
	Total Cost of e-tracking assignment (inclusive of all Taxes/Service Tax etc.. *)			

\* The above cost includes all taxes and no enhancement is allowed.

Place :

Date

Signature

Name  
Designation

Seal

**ANNEXURE - IV**

**FORMAT FOR COLLECTING DETAILS ABOUT PMEGP UNITS TO FEED**  
**IN E-TRACKING SYSTEM**  
**PART - I**

**Beneficiary's and Project details to be collected from implementing agencies i.e. KVIC, KVIB, DIC as applicable.**

1.	Name of the Beneficiary		
2.	Father /Husband's Name		
3.	Postal Address with Pin Code & Mobile no./e-mail, if any		
4.	Category of Beneficiary SC/ST/OBC/PH/Gen./ Ex.Ser/ Minority/ Women/HBT/NER, and A& Nicobar, Lakshadweep Islands	Phone No. Category	Sex
5.	Date of Birth & Age		
6.	Academic Qualification		
7.	Name of the Unit		
8.	Address & Location of the Unit		
9.	Activity type (production/service)	Phone No.	
10.	Project Cost (Rs.)	i) Building/Wokshed : Rs. ii) Machinery : Rs. iii) W.C./C.C. : Rs. iv) Pre-operative expenses : Rs. v) Total : Rs.	
11.	Employment Envisaged in the project	i) Full Time ii) Part Time iii) Seasonal iv) Total	
12.	Application received by KVIC/KVIB /DIC with date		
13.	DLTFC Meeting date		
14.	Status of application recommended /rejected / pending		
15.	Date of forwarding to Financing Branch		

**PART - II****Information to be collected from Financing Bank Branch**

16.	Unit sponsored by	KVIC/KVIB/DIC	
17.	Whether any subsidy (under PMRY/REGP) or any other scheme of Central /State Govt.) availed.	Yes / No	
18.	Type of Financing Bank	(PSE /RRB/Co-Op./Others)	
19.	Name of the Bank & Address of Branch		
20.	Branch Code		
21.	IFSC Code		
22.	Project sanctioned date		
23.	Date/period of EDP training (2 weeks or 3 days)		
24.	Name & Address of the EDP Training Institute		
25.	Date of release of first installment		
26.	Total bank Loan disbursed	Term Loan(Rs.)	W.C. (Rs.)
27.	Maximum W.C. in one year business cycle	(Rs.)	
28.	M.M. Claim No.		
29.	M.M. claim forwarding to Nodal Branch date		
30.	Margin Money received by Nodal Branch - date		

Signature :

Name :

(Data entry Operator)

**AGREEMENT**

THIS AGREEMENT is entered into at ..... on this..... day  
Month of ..... 2011 between the KHADI AND VILLAGE  
INDUSTRIES COMMISSION a Statutory body incorporated by an  
Act 1956 of Parliament ( No. 61 of 1956) having its Central  
office at 3, Irla Road, Vile Parle (West), Mumbai 56, herein after  
referred to as **KVIC** ( which expression shall unless it be  
repugnant to the context or meaning thereof be deemed to  
mean and include its successors and assigns) of the ONE PART  
and

.....  
.....

herein after referred to as the "**DATA ENTRY AGENCY**" ( which expression shall unless it be repugnant to the context or meaning thereof be deemed to mean and include its successors and assigns) of the OTHER PART.

**PRELIMINARY :**

**WHEREAS, (A)** KVIC has been constituted to devote itself for the development and propagation of Khadi and Villages in the country and for the generation of rural/urban employment by implementing Khadi and Village Industries Programme.

B) The KVIC is implementing its programmes with the active participation of State/UT KVI Boards, State DIC's Banks, Individuals, Societies, Institutions NGOs etc. by providing financial and technical assistance.

C) KVIC has been providing grants and subsidies to its implementing agencies and Individuals Entrepreneurs with a view to encourage them to undertake its activities effectively and efficiently.

D) KVIC/State/UT KVIBs and DICs are implementing Prime Minister's Employment Generation Programme( PMEGP), wherein subsidy is in the form of Margin Money to the extent of 15% to 25% to the general category and 25% to 35% to weaker sections categories is allowed. Depending on the location of the project i.e Rural/Urban area, for the projects costing up to Rs.25.00 lakhs in Production activities and upto Rs. 10.00 lakhs under Service activities.

E) KVIC is of the opinion that, in order to ascertain the impact of the PMEGP, adequacy, effectiveness in payment of Margin Money etc., there is a need to utilize the services of an expert agency/individual for undertaking e-tracking of the PMEGP units financed during 2008-09 onwards.

**NOW THIS INDENTURE WITNESSETH :**

**1. Objectives to be covered in the e-tracking :**

- Facilitates the PMEGP beneficiaries to view the current status of their application from any where in the country at any point of time.

- Provide effective monitoring of the scheme at different level by implementing / Nodal agency and Ministry.
- To generate various reports required from time to time including progress of scheme district-wise and state-wise includes participation of social category, gender etc. of beneficiary, project size, name of the industry etc.
- To generate acknowledgement /forwarding letters and top sheets for DLTFC.
- To provide transparency from receipt of application to final disposal.

### **PAYMENT SCHEDULE**

The terms of payment for this assignment are as follows :

- i) Payment will be made against the bill submitted by the agency on the basis of application entered /uploaded with completeness in e-tracking system.
- ii) Proper checking of data and completion work done by State Office, KVIC before affecting payment.
- iii) Payment will be made by 10<sup>th</sup> of every month.

### **3. Submission of report :**

Agency shall submit 10 copies (hard & soft copy) district-wise and agency-wise applications data which is uploaded in the e-tracking system by 5<sup>th</sup> of every month.

**4. Progress Report :** Agency shall submit the quarterly data collection and feeding report to respective State Offices of KVIC covering the previous quarter data and future action plan for collection and feeding of data.

**5. Performance Standards** : DEA undertakes to perform the assignment with the highest standards of professional and ethical competence and integrity.

**6. Nodal Officer** : DEA as well as implementing agencies shall nominate its Nodal Officer from each side in order to evaluate the data collected by data operator.

**7. Co-ordination and monitoring mechanism** : A Monitoring Committee constituted under the Chairmanship of respective State Director shall review the progress of data collection and feeding the same in e-tracking system from time to time.

**8. Maintenance of Secrecy** : DEA shall keep all the information obtained during the course of e-tracking as strictly confidential and shall not disclose the same to any person or authority without the prior written consent of the State Office, KVIC.

**9. Ownership of Material** : The annual final report made available to State Office, KVIC by DEA shall belong to and remain the property of KVIC.

**10. Consequences of default** : If in the opinion of KVIC, there is a major breach by DEA of the terms and conditions herein contained or for any reason DEA is not in a position to continue the assignment, State Office, KVIC shall bring to the notice of the DEA the breach or the fact of its inability to successfully continue the assignment and upon the failure of the DEA to rectify the breach or successfully continue the assignment within 15 days, thereof, this Agreement shall be

terminated by respective State office, KVIC, whereupon DEA shall withdraw from the assignment and cause to remove itself, its data operators, officers from institutions/societies and its precincts and premises and thereupon the DEA is bound to refund the entire amount received from the State Office, KVIC forthwith.

**11. No Liability to KVIC :** KVIC shall not be responsible or accountable to Agency for the employees and officers employed by DEA who shall work on the assignment and all the personnel appointed by DEA shall be the employees of agency exclusively and under the responsibility of agency/individual for such matters as payment of salaries and wages, bonus, compensation, contingency benefits and compensation in the event of death, accidents etc. All employer/employee dispute between agency and its employees and data operator shall be dealt with by DEA at its own cost without recourse to KVIC.

There shall be no contractual nexus or privity between KVIC and the officers and its data operator appointed by agency and KVIC shall not be liable in anywise (employer - employee relationship, legal and financial) to such personnel who shall be the exclusive liability and responsibility of agency.

**12. Amendment to Agreement :** DEA and State Office, KVIC may make amendment to this agreement as per requirements, by mutual consent, in writing.



**13. Transfer of Assignment :** DEA shall not transfer the assignment either in full or in part to any other person or agency. In case of the failure of DEA to complete the assignment to the fullest satisfaction of the State Office, KVIC, DEA shall be liable to repay the entire amount received from the State Office, KVIC.

**14. Force Majeure :** The DEA shall not be held responsible for delay in fulfillment of their respective obligation under this agreement due to exigency of one or more force major events like floods, Bandhs, fire etc., provided on the occurrence of such events, the DEA shall give one month notice within occurrence of such event.

**15. Guarantee of the funds :-** The DEA shall produce a bank guarantee to State office, KVIC to the extent of 40% of the total assignment. This guarantee will be returned by State office, KVIC only after submission of final report by the DEA and approval by the authorities of the KVIC.

**16. Penalty clause :** If the DEA fails to submit the monthly report by 5<sup>th</sup> of every month and annual final report by 30<sup>th</sup> April, every year, Rs.2,000/- will be deducted by KVIC per month for the delay from the last installment payable to the agency.

**17. Non completion of assignment :** If the DEA selected for the assignment does not complete the assignment for one

reason or the other, not only their bank guarantee will be forfeited but also the whole amount released to them become payable to the State office, KVIC with interest @ 24% per annum.

**18. Events of Dispute :** If a dispute arises out of or in connection with this contract /agreement, or in respect of any defined legal relationship associated herewith or derived therefrom, the parties agrees either to seek an amicable settlement of that dispute by conciliation under the ICADR Conciliation Rules, 1996 or to submit that dispute to Arbitration under the ICADR Arbitration Rules, 1996.

The authority to appoint Conciliator / Arbitrator shall be the International Centre for Alternative Dispute Resolution.

The International Centre for Alternative Dispute Resolution will provide administrative service in accordance with the ICADR Conciliation /Arbitration Rules, 1996.

The place of conciliation /arbitration proceedings shall be .....

**19.** The present proposal is for entrusting the work of data collection and feeding in e-tracking system in respect of PMEGP units sponsored/financed through KVIC/State UT KVIBs and DICs and Financing Branches of Banks from 2008-09 onwards.

**20.** If any false/irrelevant data collection and feeding in e-tracking system and reports furnished by the DEA or any legal/court issue arises on the data/ report and any financial,

legal etc losses incurred by KVIC/KVIB's/DIC's, the agency is liable to compensate such losses.

21. The tender document will form part and parcel of this present document.

**21. Notice :**

The address of the parties for all communication is

i) **KVIC**

State Office, Khadi and Village Industries Commission,  
.....  
.....

ii) **E-tracking Agency :**

.....  
.....

All the notices with the aforesaid addresses sent by prepaid registered post or sent by fax with confirmation of its delivery or E-Mail shall be deemed to have been served and received by addressee within the time they should have been delivered/received at the addressee's end.

Any change of address will not be valid unless acknowledge by the other party.

IN WITNESS WHEREOF the representatives of the parties to this Agreement have being duly authorized have hereunto signed their respective names and affixed their respective seals and have executed those present this..... day of .....month of 2011.

**Signed, sealed and delivered by**

Shri.....

For and on behalf of the State Director, KHADI AND VILLAGE  
INDUSTRIES COMMISSION.....

1st Party in presence of witness

1

2.

**Signed, sealed and delivered by**

Shri.....

For and on behalf of the .....

2nd part in presence of Witness

1.

2.