



सूक्ष्म, लघु और मध्यम उद्यम मंत्रालय

MINISTRY OF
MICRO, SMALL & MEDIUM
ENTERPRISES

सत्यमेव जयते

MEMORANDUM OF UNDERSTANDING

BETWEEN

**Ministry of Micro, Small and Medium Enterprises
(MSME), Government of India**

AND

**The Plastics Export Promotion Council
(PLEXCONCIL)**

ON

**PLEXCONCIL as Implementation Agency for Para Sub-
Component- (i) of CBFTE, under International
Cooperation Scheme of the Ministry of MSME**

MEMORANDUM OF UNDERSTANDING

This **Memorandum of Understanding (MOU)** is made and executed at New Delhi on this 20th day of September, 2022

By and Between

Ministry of Micro, Small and Medium Enterprises (MoMSME), Govt. of India through its representative/authorized signatory (Ms. Mercy Epao), Joint Secretary, Ministry of Micro, Small and Medium Enterprises having its office at Udyog Bhawan, New Delhi-110108 (hereinafter referred to as “MoMSME” which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor-in-office, administrators or permitted assignees) of the **First Part**.

AND

The Plastics Export Promotion Council through its representative/authorized signatory (.....Sreerish Dasanapatha.....Executive Director.....) having its Head Office at Dynasty Business Park, Ground Floor, B-Wing, Office No. 2, Chakala, Andheri East Mumbai, Maharashtra 400 059, INDIA (hereinafter referred to as “**PLEXCONCIL**” which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successor-in-office, administrators or permitted assignees) of the **Second Part**.

For the purposes of this MoU, the MoMSME and PLEXCONCIL shall be individually referred to as “Party” and collectively as “Parties”.

WHEREAS

- A. The Ministry of MSME has revised the International Cooperation Scheme in August 2021 and a new Sub-Component II: Capacity Building of First Time MSE Exporters (hereinafter referred to as “CBFTE”), has been incorporated. Within this Component, one of the interventions is reimbursement of Registration-cum-Membership Certificate (**RCMC**) charges/fee paid by the first-time exporters for registration with Export Promotion Councils (EPCs)
- B. Export Promotion Councils (EPCs) are organisations set up by the Government of India to help and assist Indian exporters by providing access to international markets, promoting Indian products through various activities and increasing the overall exports from India.

C. Ministry of MSME has approached The Plastics Export Promotion Council with the proposition to act as one of the Implementation Agencies for the following sub-Component of CBFTE, under International Cooperation Scheme of the Ministry of MSME w.e.f. **20.09.2022** the date of signing of this MoU, till 31.03.2026 the date of currency of IC Scheme, and shall be co-terminus with IC Scheme:

Reimbursement of Registration-cum-Membership Certificate (RCMC) charges/fee paid by the first-time exporter to related EPCs.

D. The Plastics Export Promotion Council accepted the proposition to act as the implementing agency.

E. Now therefore, the Parties have decided to enter into this MoU as per terms and conditions contained herein.

NOW THESE PRESENT WITNESSETH AND PARTIES HEREBY AGREE AS FOLLOWS:

ARTICLE 1: DEFINITIONS AND INTERPRETATION

In this MOU, the following words and expressions shall unless repugnant to the context or meaning thereof have the meaning hereinafter respectively ascribed to them.

| | |
|------|-------------------------------------|
| GOI | Government of India |
| MSME | Micro, Small and Medium Enterprises |
| MSE | Micro & Small Enterprises |
| SME | Small and Medium Enterprise |
| IC | International Cooperation |
| IFW | Integrated Finance Wing |

| | |
|------|---|
| DC | Development Commissioner |
| KVIC | Khadi and Village Industries Commission |
| NSIC | National Small Industries Corporation Limited |
| ARI | Agro-Rural Industries |
| EAT | Expenditure-Advance-Transfer |
| PFMS | Public Financial Management System |
| EPC | Export Promotion Council |

ARTICLE 2: IMPLEMENTATION STRUCTURE

- 2.1 The Sub-Component- (i) of Capacity Building of First Time MSE Exporters (CBFTE) will be implemented by Ministry of MSME through EPCs.
- 2.2 Joint Secretary (SME) to be the chairperson of the Screening Committee for IC scheme. The committee will have representatives from IFW, O/o DC(MSME), KVIC, Coir Board, NSIC, ARI Division and Director/DS (IC). The Committee will be responsible to monitor the progress of reimbursement of Registration-cum-Membership Certificate (RCMC) charges/fee paid by the first-time exporter to related EPCs.
- 2.3 The Sub-Component II: Capacity Building of First time MSE Exporters (CBFTE) is part of the IC scheme and is applicable from date of issuance of scheme guidelines and is co terminus with IC scheme.
- 2.4 **Eligibility Criterion:** MSEs fulfilling following criteria shall be eligible for availing benefit under CBFTE:
- a) Micro and Small Enterprise with valid Udyam Registration.
 - b) The applicant's Importer Exporter Code (IEC) must not be older than 3 years on the date of export shipment.
 - c) MSE shall be eligible for refund of **75%** of the cost paid subject to a **maximum of Rs. 20,000/- (Rupees Twenty Thousand Only)**.

- 2.5 **Release of Refund Amount under the Scheme:** The Plastics Export Promotion Council applying for reimbursement claim on behalf of MSEs shall ensure that such refund is claimed along with all prescribed documents and would ensure that MSE unit (applicant) is eligible as per the guidelines. In case of non-compliance of all prescribed documents by MSE unit for fulfilling its eligibility criteria as per the CBFTE guidelines, M/o MSME shall not reimburse the claim for such unit to The Plastics Export Promotion Council.

ARTICLE 3: ROLES AND RESPONSIBILITIES OF PARTIES

3.1 Roles and Responsibilities of Ministry of MSME

- 3.1.1 The Ministry of MSME will provide overall direction to the Scheme.
- 3.1.2 The major role and responsibilities will include:
- a) Overall monitoring and direction for sub component (i) of CBFTE's implementation.
 - b) Timely release of amount; subject to availability of appropriate Budget.
 - c) Any other issue related to scheme objectives.
- 3.1.3 The Scheme is monitored by the Screening Committee for IC scheme; Chaired by Joint Secretary (SME).

3.2 Roles and Responsibilities of PLEXCONCIL

- 3.2.1 PLEXCONCIL shall ensure and conform the compliance of guidelines in each refund claim.
- 3.2.2 PLEXCONCIL would have the discretionary power in regard to the eligibility of the MSE subject to the IC scheme (CBFTE) guidelines and eligible amount of refund claim in respect of an individual MSEs, based on documents provided by MSEs.

- 3.2.3 PLEXCONCIL shall submit refund claims of MSEs to Ministry of MSME for reimbursement of Registration-cum-Membership Certificate (RCMC) charges/fee on quarterly basis.
- 3.2.4 PLEXCONCIL shall be responsible for keeping funds (received under the scheme) in separate account-head.
- 3.2.5 The GOI financial assistance under the scheme will be released to PLEXCONCIL for onward release of refund to the respective MSEs within 30 days of receipt of Reimbursement from Ministry of MSME.
- 3.2.6 PLEXCONCIL will furnish details of all MSEs on PFMS portal to complete formalities of EAT Module

ARTICLE 4: FLOW OF FUNDS & TIMELINES

- 4.1 The flow of funds & timelines will be as per the provisions of Sub-Component II: (CBFTE) Scheme guidelines.

ARTICLE 5: MONITORING MECHANISM

- 5.1 Screening committee for IC scheme would monitor the overall implementation of this scheme.
- 5.2 PLEXCONCIL shall form a dedicated cell with a Single point of contact for reporting & monitoring within 30 days from signing of MoU and also share the contact details to the concerned officials of Ministry of MSME.
- 5.3 PLEXCONCIL would also submit the status of refund utilization to Ministry of MSME on quarterly basis.

ARTICLE 6: FORCE MAJEURE

- 6.1 If the performance of the Memorandum of Understanding (MoU) by either Party is delayed, hindered or prevented or is otherwise frustrated by reason of force majeure, which shall mean war/ hostilities, riot or civil commotion, fire, flood or earthquake, tempest, lightening or other natural physical disaster, pandemic; restrictions imposed by the

Government/Local bodies or other Statutory bodies, then the Party so affected shall promptly notify the other in writing specifying the nature of the Force Majeure and of the anticipated delay in the performance of the MoU.

ARTICLE 7: DISPUTE REDRESSAL PROCEDURE

- 7.1 Any dispute or difference between the parties out of or in relation to this MoU or any incidental matter thereof shall be resolved amicably between the Parties by mutual consultation. In case any issue remains unsettled, the same would be referred for settlement jointly by Secretary (MSME) and Secretary of the concerned Ministry/Department having administrative control over the Second Party, whose decision will be final and binding on both the Parties.
- 7.2 The terms & conditions of the agreement shall be interpreted in Indian laws and shall be subject to the jurisdiction of Courts at Delhi, India

ARTICLE 8: NO THIRD-PARTY RIGHTS

A person who is not a party to this MoU shall not have any right to enforce any term of this MoU.

ARTICLE 9: SEVERABILITY

Should any portion of this MoU be contrary to, or in violation of any law and consequently of no effect, the remainder of this MoU shall be valid and remain in force notwithstanding the invalidity of such portion.

ARTICLE 10: AMBIGUITIES

Any ambiguous language in this MoU shall be interpreted as to its fair meaning, and not strictly for or against a Party. Matters not provided for in this MoU shall be mutually decided by the Parties in writing. In case of any

difference about interpretation/clarifications in this MoU and its annexures; the sub-component-II CBFTE guidelines shall prevail.

ARTICLE 11: AMENDMENT

The Parties to this MoU may, add, delete, amend or alter all or any of the terms and conditions of this MoU as mutually agreed upon from time to time and such modification and changes shall not be effective until the same are in writing and duly signed by the authorized representatives of both the Parties.

ARTICLE 12: NOTICES

All notices and correspondences to a Party shall deemed to be properly served if sent to their respective addresses mentioned herein below, by registered post/ speed post/ email. For enabling swift communications between the Parties, their respective email addresses are as under:-

- (a) Joint Secretary (SME), Ministry of
MSME
Room No. 171, Udyog Bhawan, New
Delhi-110011
Email id: js.sme@nic.in

- (b) Sribash Dasmohapatra, Executive
Director
The Plastics Export Promotion Council
Dynasty Business Park, Ground Floor, B-
Wing, Office No. 2, Chakala, Andheri
East Mumbai, Maharashtra 400 059,
INDIA Email ID: ed@plexconcil.org

ARTICLE 13: Execution in Duplicate

Two copies of the MoU are being executed and both of them will be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have through their authorized officials subscribed their respective hands and seals and executed this MoU as of the day/month/year first above written:

**For and on behalf of
Ministry of Micro, Small and Medium
Enterprises
(First Party)**

SIGNED, SEALED AND
DELIVERED by



Name: Ms. Mercy Epao
Designation: Joint Secretary
Address: Udyog Bhawan, New
Delhi

(Authorized Signatory)

**For and on behalf of
The Plastics Export Promotion
Council
(Second Party)**

SIGNED, SEALED AND
DELIVERED by



Name: Sriebash Das
Designation: Executive Director
Address: Meenban

(Authorized Signatory)
