

Agreement

Appointment of Consultant Services for the purpose of “Supervision & Monitoring of Accounting & Finance system (SMAFS)”

This Agreement (“Agreement”) is made on the _____ day of _____, 2020 at Raipur.

Between

Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (CGMFPFED), acting through Managing Director (hereinafter referred to as “Federation” or the “First Party” which expression shall, unless it is repugnant to the context or meaning thereof, include its respective successors, administrators and permitted assigns) of One part.

AND

_____, Chartered Accountants, _____ acting through its Partner _____, (herein after referred to as “Consultant” or the “Second Party”) which expression shall, unless it is repugnant to the context or meaning thereof, include its successors and permitted assigns of the Other Part.

Federation and Consultant are collectively referred to as ‘Parties’ and individually as “Party”.

Whereas

- A. The Chhattisgarh State Minor Forest Produce (Trading & Development) Co-operative Federation Ltd (“CGMFPFED”) intends supervise & monitor its Accounting & Finance system through a Professional Firm.
- B. With the aforesaid object, CGMFPFED (“the Federation”) intends to appoint a consultant (“CA Firm”) for providing Supervision & Monitoring Services.
- C. The Consultant submitted its proposals for the aforesaid work, whereby the Consultant represented to the Federation that it had the required professional skills, and in the said proposals the Consultant also agreed to provide the Services to the Federation on the terms and conditions as set forth in this Agreement; and
- D. The Federation, on acceptance of the aforesaid proposals of the Consultant, awarded the work to the Consultant vide its Letter of Award No. _____ dated _____ and
- E. In pursuance of the LOA, the parties have agreed to enter into this Agreement and the scope of work is as laid down hereunder:

i) In relation to redesigning of present accounting system

- Analyzing the present accounting system and submitting Inception Report addressing flaws in the current account system, hurdles in integrating the accounting of new business plan into the present system and its mitigation (if any)
- Assistance to software developer in requirement gathering from the management and designing the format of deliverables accordingly i.e. Management Information System Reports and other reports.
- Assistance to the software developer in designing and developing the software-based accounting system for the new business plan.
- Training Sessions to the organizational personnel after the implementation of the new accounting system.
- Coordinating with the software developer and management of the Federation in order to incorporate the suggestions of the management and removing the flaws in the new system as per the requirement of the Federation.

ii) In relation Accounting, Finance, Tax Compliance & other works

- Total compliance of all the district's financial accounts with respect to their accounting entries, tax compliance, and other regulatory compliance.
- To assist the Federation during audit purpose with their statutory auditor.
- The assist Federation in various audit conducted by the various departments.
- To assist the Federation in reviewing their control with regards to GST, TDS, TCS & any other compliance.
- Preparation of estimated / projected cash flow on periodical basis to ascertain the present /projected project funds requirement / surplus.
- Monitoring on monthly basis the financial aspects of the proposed project with respect to investment, repayment etc.
- Advisory services on the financial aspects of Federation.
- To provide-assistance with the changes in law applicable to the Federation.
- Submission of monthly reporting regarding the financial performance of the Federation.
- Any other support as and when required by Federation.

F. The first party hereby appoints the second party as consultant and the second party accepts the appointment on the conditions as laid down hereunder:

- i) Remuneration for the professional service of as detailed in scope of work specified in EOI would be Rs. _____+GST, However the payment for the said service would be done on monthly basis.
 - ii) Work is allotted for the period of 2 years from the date of appointment letter.
 - iii) Subletting of work is not allowed.
 - iv) Work Order can be further extended up to 2 years with 10% increase in price annually as per the discretion of federation.
 - v) In case of non-satisfactory work of the Key Personnel appointed by the CA Firm the Federation may request for change in Key Personnel, CA Firm must comply with the Federation request and change the Personnel as appointed within a period of 1 month.
 - vi) Any dispute or difference, arising out of or about this agreement shall be subject to exclusive jurisdiction of the competent court at Raipur (CG) only.
- iii) It is agreed that, in case the execution part is delayed / abandoned due to any reason the contract could be concluded at the stage it is and the payments shall be made upto that stage only with no liability as either part for the balance work.

In witness whereof, the Parties hereto have caused this Agreement to be signed in their respective names as of the day and year first above written.

Signed, sealed, and delivered

For and on behalf of

_____,
Chartered Accountants

(_____)

Partner

Signed, sealed, and delivered

For and on behalf of

Chhattisgarh State Minor Forest
Produce (Trading & Development)
Federation Ltd.

(Managing Director)

In the presence of

1. _____

2. _____