

AGREEMENT

This Agreement entered and executed on Day of2015 (effective from ----- 2015) by ----- and between Agricultural and Processed Food Products Export Development Authority, Mumbai constituted under THE AGRICULTURAL AND PROCESSED FOOD PRODUCTS DEVELOPMENT AUTHORITY ACT, 1985 passed by the Parliament and is fully funded by Ministry of Commerce, Govt. of India, having its Head Office at 3rd Floor, NCUI Building, 3 Siri Institutional Area, August Kranti Marg, New Delhi-110016, hereinafter referred to as **APEDA** or called **FIRST PARTY**.

AND

M/s., a firm of Chartered Accountants/Cost Accountants, having its officeMumbai..... comprising of a group Chartered Accountants/Cost Accountants, hereinafter referred as **SECOND PARTY**.

WHEREAS, The First Party is an authority constituted under The Agricultural and Processed Food Products Development Authority Act, 1985 passed by the Parliament and is fully funded by Ministry of Commerce, Govt. of India, for the development and promotion of exports of certain agriculture and processed food products and for matters connected therewith.

WHEREAS, the SECOND PARTY is willing to provide financial management consultancy, financial appraisal, scrutiny, analysis and processing of Transport Assistance **as per APEDA scheme approved by Ministry of Commerce and Industry, Govt. of India.**

WHEREAS, the First Party had called for empanelment of firm of Chartered Accountants/Cost Accountants for availing their services for the appraisal, scrutiny, analysis and processing of transport assistance claims of exports, examination of documents internal/concurrent auditing, vetting of documents, obtaining the RBI or Income Tax approval and other related matters at Regional Office of **APEDA** at Mumbai.

WHEREAS, M/s. the **SECOND PARTY** had applied to offer their above stated Professional Services to **APEDA** in reference to the empanelment posted in The Institute of Chartered Accountants/Cost Accountants of India.

WHEREAS, the FIRST PARTY has decided to empanel the **SECOND PARTY** as their Internal/Concurrent Auditors for the appraisal, scrutiny, analysis and processing of transport assistance, claim of exporters, examination of documents, Internal/concurrent auditing, vetting of documents and other related matters at **APEDA**, Mumbai.

WHEREAS, now the **SECOND PARTY** is appointed for a period of 2[TWO] years from the date of the agreement.

SCOPE OF WORK:

A) Objective:

To assist the First Party in scrutinizing and processing applications **in a time bound manner** under Transport Assistance Scheme of the First Party and giving advice on various financial and tax issued for period of two years.

B) Tasks to be carried out:

1. To process and issue Certificate for financial assistance as per mandatory performa devised under Transport Assistance Scheme of the First Party. The firm will process a minimum of 5000 shipping bills per month.
2. The Second Party will depute at least one qualified personnel and three assistants on regular basis at the First Party's office, 4th Floor, Banking Complex Building Unit 3 & 4, Sector 19/A, Vashi Navi Mumbai-400705 who will be working on full time basis from 9:30 a.m. TO 6:00 p.m. (as per office timing) to process and finalize the claims of the exporters beneficiaries and related agencies. Second Party will ensure quick disposal of cases on daily basis to avoid any pendency in normal course as per the requirement mentioned. However, in urgent situations, staff of the firm may work on Saturday/Sunday/Holidays to clear backlog without any additional financial obligation. **The Second Party shall assess carefully the requirement of manpower while accepting the agreement and deploy the required manpower** and clear the backlog on or before 29.02.2016.
3. File returns wherever required and to attend the hearings, if any.
4. To advise on accounting, financial and tax related matters.
5. Any other job related to financial matter assigned by the First Party.
6. The Second party to remain in touch with the First Party's Head Office at New Delhi for completion of data and report generation for keeping central record. A senior official of the firm to visit HO once/twice each year as per the requirement. The concerned official will be eligible for TA/DA as applicable to officials of the level of Dy. General Managers in APEDA.

7. In the event of end of contract, Second party must divulge full details like list of files, pendency etc.
8. Shifting of files out of office premises is not allowed in any case. Auditors are not allowed to interact with exporters.

C) SUPPORT FROM THE FIRST PARTY:

FIRST PARTY will provide required computers, printers, stationery and working place for employees to be deployed of **SECOND PARTY**.

Allocation of various assignments/specific job responsibilities to the officials deputed by the **SECOND PARTY** keeping in mind their professional skills, etc., would be at the sole discretion of **APEDA**.

Further, First Party shall have sole discretion to exclude the name(s) of the firm from the empanelment without assigning and reason in case the performance of the firm is not found satisfactory by the First Party.

The above professional services will be provided by the team members deployed accordingly to their area of expertise and within the applicable rules & regulations and professional code of conduct & guidelines of the professional bodies/ association / institute prescribed for their members. However, it will be the duty of the **SECOND PARTY** to respond to **APEDA** on priority, whenever called by the **FIRST PARTY**.

2) PROFESSIONAL CHARGES:

The professional fees for the above services will be Rs. per month. For every additional shipping bills over and above 5000 and for the backlog shall be paid @ Rs. per shipping bill.

3) SECURITY:

During the term of agreement the **SECOND PARTY** shall take maximum precaution permitted by Indian laws to (i) keep strictly confidential all the information, data collected by them in the course of execution of various assignments or furnished to it by the First Party, (ii) prevent its employees to who it is necessary to disclose any such information for the performance of this Agreement from disclosing or divulging said information to a third party. If the **SECOND PARTY** fails in maintaining the confidentiality relating to the projects, schemes, activities, etc., of the **FIRST PARTY**, the sole responsibility of making good the loss, if any, to the **FIRST PARTY** will be that of the **SECOND PARTY**.

4) RESPONSIBILITY OF THE FIRST PARTY:

- a) **The First party** shall provide reasonable and adequate space and other required facility like computer, etc., and the full co-operation to the **SECOND PARTY** to enable them to perform the assigned work comfortable.
- b) **The First party** shall provide full access to the record/information relating to the work assigned to the **SECOND PARTY**.
- c) In case of urgency for completion of work, **the First party** shall arrange to keep open its office during holidays or after working hours at the request of the **SECOND PARTY**.
- d) **APEDA** shall clear the Professional Charges of the **SECOND PARTY** within one month on submission of bill by the **SECOND PARTY** until or unless there is a specific reason for withholding the payment due to performance issue as per the requirement mentioned in the agreement.

5) RESPONSIBILITY OF THE SECOND PARTY:

- a) The **SECOND PARTY** shall return in all circumstances all the related projects, documents, securities, files, etc., in original or otherwise, to **the First party** immediately on being demanded by the **FIRST PARTY**.
- b) Payment of all taxes, Provident Fund, Gratuity, etc., concerning the staff employed by the **SECOND PARTY**, shall be the responsibility of the **SECOND PARTY**.
- c) The **SECOND PARTY**, in any case would not take more than the prescribed time period which is to be determined and communicated by the **FIRST PARTY** at the time of assigning work to the **SECOND PARTY** as also at any subsequent stage, for disposal of any work/job assigned to the **SECOND PARTY**, unless and until there are justified reasons for the delay to be agreeable to First Party.
- d) The persons engaged by the **SECOND PARTY** for disposal of the work assigned by the **FIRST PARTY**/discharge of the responsibility of the **SECOND PARTY**, there will be no liability to this effect whatsoever on of the **FIRST PARTY**.

- e) The **SECOND PARTY** shall make their own arrangements and the **FIRST PARTY** will have no responsibility of conveyance of the personnel of the **SECOND PARTY** on any matter whatsoever.
- f) The **SECOND PARTY** shall not sub-contract the job/work assigned to them without the prior written permission of the **FIRST PARTY**.
- g) The **SECOND PARTY** shall be responsible for maintaining the discipline and conduct of the personnel deployed at APEDA work place as well as for the quality of the work done by the personnel employed/engaged by the **SECOND PARTY** for fulfilment of the work, assignment, etc., under this agreement.
- h) The **SECOND PARTY** shall immediately on demand indemnify the **FIRST PARTY** for any loss caused by the employee(s)/personnel(s) of the **SECOND PARTY** engaged/provided by them in the discharge of their duty, if it has been due to their gross negligence.
- i) Any liability arising out of the Municipal, State or Central Government, Labour Laws, etc., and the regulations relating to the Payment of Wages Act, Provident Fund Act, Workmen Compensation Act, Contract Labour Act, etc., will be solely on the **SECOND PARTY** and the **FIRST PARTY** will not be responsible for any such liability.
- j) It is absolutely made clear that there shall be no employee and employer relationship between employees of **SECOND PARTY** and the **FIRST PARTY**.
- k) That in case due to negligence at the end of the firm (**SECOND PARTY**) an excess amount is paid more than what is eligible and **FIRST PARTY** fails to recover the said excess amount from the exporter, the firm (**SECOND PARTY**) shall be responsible to pay the said excess amount.

6) DISPUTE:

In case any dispute relating to the terms and conditions of this agreement arises between the parties, they should, as far as possible try to solve the same through mutual dialogue. In the event of failure to do so, the decision of the Chairman of the **FIRST PARTY** shall be final and binding on both.

7) TERMINATION :

In case either of the party desires to terminate the Agreement before the expiry of the Agreement, three months' notice or an amount equal to three months' fee in lieu of the notice shall be paid by the party terminating the Agreement; except in case of unsatisfactory services or breach of any terms and conditions of this Agreement by either party, when the notice period will be one week.

8) PENALTY:

a. In case the **SECOND PARTY** fails to perform the work assigned to them or commits breach of any of the provision (s) of this Agreement, the **FIRST PARTY** shall have the right to forfeit the amount accrued and payable to the **SECOND PARTY** either partly or fully. The decision of the **FIRST PARTY** shall be final and binding.

b. The **SECOND PARTY** shall clear the backlog on or before 29.2.2016 failing which the fee will be proportionately reduced till such time it is completed or recovered fully.

c. If the party fails to perform the work or commits breach of any provisions, APEDA shall have the right to blacklist the company under intimation to the appropriate authority and the action taken will be made public at APEDA website and other Medias as deemed fit.

9) VALIDITY:

This agreement is valid only for 2 years from the date of execution of this Agreement, unless terminated as per clause no. 7 (Termination) of this Agreement. **However the First party reserves the right to extend the Agreement with mutual consent for a period acceptable to both.**

10) NOTICE:

The notices required to be served by any party upon the other party shall be sent under Registered Post or by hand delivery at the address mentioned in the beginning of this Agreement or such other address as the parties hereto may hereafter substitute by the written notices.

IN WITNESS WHEREOF, the parties have caused the agreement to be executed by the duly authorized officers of each party on the day and year first above written.

For
AGRICULTURAL & PROCESSED FOOD
PRODUCTS EXPORT DEVELOPMENT
AUTHORITY (**The First party**)

Dr. Sudhanshu
Dy. General Manager
APEDA, Mumbai

For
M/s.
Chartered Accountants/
Cost Accountant

(The Second party)