

"EXPRESSION OF INTEREST" (EOI)


Ref.No. NER/MKTG/109/20/1435 closing on 06/01/2023

**FOR EMPANELMENT OF CHARTERED ACCOUNTANTS FOR
REGISTRATION AND COMPLIANCES OF FPO**

1. EOI Ref. No. : NER/MKTG/109/20/
2. Date of Issue of EOI : 23rd December 2022
3. Last date for Submission of EOI : 6th January 2023 at 3:00 PM

**M/s NORTH EASTERN REGIONAL AGRICULTURAL
MARKETING CORPORATION LTD,(NERAMAC)**

Address: 9, Rajabari Path, G.S Road, Ganeshguri, Guwahati
781005, Kamrup (Metro) Assam



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1. NOTICE INVITING TENDER

M/s NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD,(NERAMAC) invites **EXPRESSION OF INTEREST (EOI)** in sealed cover from all eligible agencies for empanelment of Chartered Accountants for Registration and Compliances of FPO. The empanelment will be valid for three years subject to renewal of empanelment annually. Interested firms may apply on prescribed form within 14 days from the date of publishing of this advertisement to 9, Rajabari Path, G.S Road, Ganeshguri, Guwahati 781005, Kamrup (Metro) Assam

EMPANELMENT OF CHARTERED ACCOUNTANT (CA) FOR REGISTRATION AND COMPLIANCES OF FPO

EOI Ref. No. : NER/MKTG/109/20/
Date of Issue of EOI : 23rd December 2022
Last date for Submission of EOI: 6th January 2023 at 3:00 PM

Description of work	Cost of Registration (Rs)	Post Registration Compliances to be submitted by the Applicant
Registration of Farmer Producer Organizations (FPO) under Companies or Cooperative Act including compilation of documents through CBBO appointed by NERAMAC and registration of FPO with Registrar of Companies or Registrar of Cooperative Societies. The CA firm may provide list of post registration compliances required for successful business of the FPO and cost associated with it.		

2. DISCLAIMER

- a) All information contained in this, EXPRESSION OF INTEREST (EOI) subsequently provided/clarified is in good interest and faith. This is not an Work Order and is not an offer or invitation to enter into an Work Order of any kind with any party.
- b) NERAMAC reserves the right not to respond, to questions raised or provide clarification sought, in its sole discretion, if it considers that it would be inappropriate to do so. Nothing in this section shall be taken or read as compelling on the part of NERAMAC requiring to respond to any question or to provide any clarification
- c) NERAMAC reserves the right to modify the terms and conditions of the EOI and subsequent processes,
- d) NERAMAC may in its sole and absolute discretion, independently verify any information in any submission.
- e) Each applicant should conduct its own investigation and analysis & should check the accuracy, reliability and completeness of the information in this Expression of Interest. Applicants should make their own independent investigation in relation to any additional information that may be required.
- f) NERAMAC shall be the sole owner of all the data collated on the system and platform. CA shall not use this data for any purpose without written permission of NERAMAC.
- g) NERAMAC shall deal with only with the CA who shall be responsible for all the activities to NERAMAC. The CA can tie-up with partners for carrying out operations.

3. SCOPE OF WORK

M/s NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD,(NERAMAC) is the National Level Implementing Agency for Central Sector Scheme of Formation and Promotion of FPOs under the Ministry of Agriculture & Farmers' Welfare (MoA&FW). In order to undertake the work of formation and promotion of FPOs in a time bound manner and in accordance with the guidelines provided by the MoA&FW, NERAMAC desires to empanel eligible CA firms as consultant for undertaking following indicative scope of work:

- a) Registration of Farmer Producers Organization (FPO) with the respective authorities viz. Registrar of Companies or Registrar of Cooperatives including following:
 - i. Coordination with Cluster Based Business Organization (CBBO) appointed by NERAMAC for FPO Formation and Promotion for collecting required documents for FPO Registration and pursuing them for timely submission of the same.
 - ii. Receiving, Verification and Compilation of required documents for FPO Registration and uploading/submitting the same to concerned authorities.
 - iii. Director Identification Number (DIN) and Digital Signatories (DSC) of required number of Board of Directors (BOD) for Registration of FPO.
 - iv. Resolution of the queries, if any by the authorities well in time for FPO Registration.
- b) Registration to be completed within 12 days of work allotment. Grace period of 3 days shall be given to complete the assigned task. If firm is not able to complete the task within prescribed time including grace period a penalty (In terms of deduction from the payment) of Rs 500/- per day shall be imposed. If, the delay is due to conditions beyond the control of CBBO then the Competent Authority of NERAMAC will take the final decision on case to case basis.
- c) Waiving off on any penalty is on full discretion of Competent Authority of NERAMAC.
- d) A reward of Rs 2000/- shall be paid over and above the fixed registration charges if registration of FPO is done within 10 days and Rs 1000 within 12 days time frame.
- e) No TA/DA shall be given to empanelled applicant.
- f) Filled application form may be sent to **M/s NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD,(NERAMAC)** 9, Rajabari Path,G.S Road, Ganeshguri, Guwahati 781005,Kamrup (Metro) Assam

4. DURATION, TENDER FEE AND ELIGIBILITY CRITERIA

4.1 Duration and Validity of the Work Order (W/O) to CA for FPO Registration :

The W/O to CA shall commence from "Effective Date", i.e. the date of Acceptance of the W/O by the CA and will be valid for three years.

4.2 Application Fee:

- a) The Application Fee is Rs. 2500.00 and GST (18%).
- b) Bid must be accompanied by Tender Fee of required amount by way of DD payable to "NORTH EASTERN REGIONAL AGRICULTURAL MARKETING CORPORATION LTD,(NERAMAC) " or through RTGS/ NEFT as per following Bank details.

Bank name: Union bank of India
Branch: GS Road, Guwahati branch
A/c No: 555801010050164
IFSC code: UBI N0555584
Type of account: Current Account

- c) Bids not accompanied by Application Fee shall be summarily rejected.

4.3 Eligibility Criteria

- a) The Applicant can be Proprietorship / Partnership Firm / any other legal entity registered under appropriate act with minimum 3 years of experience.
- b) Applicant will be given preference as per their experience in the relevant area and financial capacity. Applicant must have registered minimum 50 Farmer Producer Organizations in past.
- c) Preference will be given to CA firms having experience in FPO Registration.
- d) Applicant should not be insolvent in last 3 years.
- e) Applicant should have average annual turnover of Rs. 20 Lakh in last three financial years ending March, 2021 with positive net worth as on date.
- f) Applicant should hold a valid Goods and Services Tax (GST) registration certificate.
- g) Applicant should hold a valid Permanent Account Number (PAN), as applicable.
- h) Applicant should not have been debarred/ blacklisted by any Govt. Department/PSU/ Cooperative Society for corrupt and fraudulent.
- i) The management reserves the right to reject all or any application without assigning any reason. Decision of NERAMAC management will be final and binding.

5. TERMS AND CONDITIONS

Participating firms shall indicate acceptance of terms & conditions of EOI as given below:

- 5.1 **Confidentiality:** All the information provided to the vendors shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.
- 5.2 **Statutory requirement, official secrets act, safety and security rules:** Applicant agency shall also abide by all statutory requirements, Official Secrets Act 1923, Security and Safety Rules. The Empanelled Party will have to enter into an Work Order with NERAMAC subsequent to empanelment/award of work.
- 5.3 **Submission of EOI:** EOI complete in all respect with all supporting documents along with page number in an envelope securely closed (Sealed), Super scribed with EOI Ref No, Due Date, Time, and name of firm addressed to Managing Director, NERAMAC, 9, Rajabari Path, G.S Road, Ganeshguri, Guwahati 781005, Kamrup (Metro) Assam, should be deposited on or before 4th January 2023 at 1500 hours, in the Tender Box of NERAMAC .
- 5.4 **Opening of EOI:** The EOI received will be opened on Nov 6th January 2023 at 1400 Hours.
- 5.5 **Modification of EOI:** At any time prior to deadlines for submission of proposals, NERAMAC may for any reason, modify the EOI document. All such amendment shall become part of the EOI and same will be notified on NERAMAC's website.
- 5.6 **Cost of Bidding:** The prospective vendors shall be at all costs associated with the preparation or delivery of its EOI, participating in discussions etc. including costs and expenses related with visits to NERAMAC's office and the site(s). NERAMAC will in no case be responsible or liable for those costs and expenses
- 5.7 **Contact Person:**
For any clarification, you are requested to contact Ms. Sanghamitra Phukan, Project Lead, NERAMAC.
- 5.8 **Holiday Listing:**
The intending bidders are expected to adopt the ethics of highest standards and a very high degree of integrity, safety and quality consciousness, commitment and sincerity towards the work undertaken and dealing with NERAMAC in such matters. Also, while participating in the tender and performing the contracts, contractors are required to meet certain performance criteria and adherence to the terms and conditions of the tender / contract. NERAMAC shall have the right to remove from the list of approved suppliers / contractors or to ban business dealings, if any agency has been found to have committed misconduct or fraud or poor performance or anything unethical not expected from a reputed agency. The guidelines and procedures for Holiday Listing as adopted by NERAMAC and available separately in NERAMAC website shall be applicable in the context of all tenders floated and consequently, all Orders/Contracts/Purchase Orders placed, by NERAMAC.

5.9 Integrity Pact (IP)

Integrity Pact may be an integral part of the tender document as and when internally finalized in NERAMAC. CAs are requested to check for any corrigendum.

6.12 Force Majeure

- a) It is agreed between the parties that the performance of obligations under this Work Order is subject to force majeure conditions which mean any event or combination of events or circumstances beyond the control of the parties hereto which cannot (a) by the exercise of reasonable diligence, or (b) despite the adoption of reasonable precaution and/or alternative measures, be prevented, or caused to be prevented, and which adversely affects the abilities of the parties to perform obligations under this Work Order, which shall include but not be limited to: (a) Acts of God i.e. fire, drought, flood, earthquake, pandemic, epidemics, natural disasters; (b) Explosions or accidents, air crashes and shipwrecks, act of terrorism; (c) Strikes or lock outs, industrial dispute; (e) War and hostilities of war, riots, bandh, act of terrorism or civil commotion; (f) The promulgation of or amendment in any law, rule or regulation or the issue of any injunction, court order or direction from any Governmental Authority that prevents or restricts a party from complying with any or all the terms and conditions as agreed in this Work Order; (h) Any event or circumstances analogous to the foregoing.
- b) Neither party will be liable for delays or non-performance due to Force Majeure conditions beyond its reasonable control.
- c) During the continuance of the Force Majeure, **NERAMAC** reserves the right to alter or vary the terms and conditions of this Work Order or if the circumstances so warrant, the **NERAMAC** may also suspend the Work Order for such period as is considered expedient, the Selected CA agrees and consents that they shall have no right to raise any claim, compensation of any nature whatsoever for or with regard to such suspension.
- d) The Selected CA agrees and understands that if the Force Majeure condition continues for a long period, then the NERAMAC in its own judgment and discretion, may terminate this Work Order and in such case Selected CA agrees that they shall have no right or claim of any nature whatsoever and NERAMAC shall be released and discharged of all its obligations and liabilities under this Work Order.

6.13 Term and Termination

- a) The term of the engagement shall be valid for three years.
- b) NERAMAC has the right to terminate the contract with CA by providing 1 month notice if there is valid reason due to irregularities, misconduct, misappropriation on the part of CA.
- c) This engagement may be terminated by either Party by issuing an advance notice of three months, if the other Party;
 - i. Breaches any material term or condition of this Work Order and fails to remedy the breach, if capable of being remedied, within a period of thirty (30) days from the receipt of a notice of breach from the party not in breach; or
 - ii. Becomes the subject of any voluntary or involuntary bankruptcy or insolvency proceedings under any applicable law and such proceeding is not terminated within ninety (90) days of its commencement.
 - iii. In case of Termination by NERAMAC under Clause: 6.13 (b) as above the CA shall have the right to take the Dispute to the Arbitration for settlement under the Indian Arbitration and Conciliation Act - 1996.
- d) The engagement can be terminated by either Party by giving an advance notice of three months to the other Party and no damages and/or penalty and/or any other charges, by whatever named called, will be imposed by that other Party on an early exit before the expiry of the term of this Work Order.
- e) NERAMAC at its sole discretion may terminate this Work Order, if any policy guidelines issued by Government of India warrant as such with giving one month notice.

6.16 Limitation of Liability and Indemnities:

- a) The CA agrees to indemnify, without delay or demur, NERAMAC and keep NERAMAC indemnified and harmless at all times from and against any and all claims, damages, losses, costs and expenses (including attorney's fees) which NERAMAC may incur or suffer, directly or indirectly, arising from or in connection with;
 - i. Non-compliance with applicable laws or court or statutory order or any action by any statutory, administrative or regulatory body.
 - ii. Breach of this Work Order by the Service Provider;
 - iii. Any error, default, fraud, acts, omission, negligence, inaccuracy, error or omission of any data, programming code, functionality of a software module or misconduct of the Service Provider, its employees or third party vendor (if any);

- iv. Any inaccuracy, error or omission of any data, programming code, information or message as provided by the Service Provider or any third party on behalf of the Service Provider, or the transmission or delivery of any such data, information or message as provided by the Service Provider and/or any third party on behalf of the Service Provider;
- b) CA hereby agrees to defend, indemnify and hold harmless **NERAMAC** against any liability, losses, damages or costs (including any legal costs) incurred or suffered by **NERAMAC** as a result of any breach, negligent act or omission or wilful default on the part of Service Provider, or its Representatives arising either directly or indirectly from the performance (or non-performance) by Service Provider or any of its Representatives of any obligations under this EOI.
- c) **NERAMAC** shall not be liable to for any special, indirect, consequential, punitive or exemplary damages, including for greater certainty any damages on account of the loss of prospective profits on anticipated sales or on account of expenditures, investments, leases or commitments in connection with the business.

6.17 Applicable Law, Jurisdiction and Dispute Resolution:

- a) This contract shall be construed and the legal relations between the parties hereto shall be determined and governed according to the laws of Republic of India.
- b) All or any disputes arising out or touching upon or in relation to the terms of this EOI and consequent contract including the interpretation and validity of the terms thereof and the respective rights and obligations of the parties shall be settled amicably by mutual discussion failing which the same shall be settled through arbitration. The arbitration proceedings shall be governed by the Arbitration and Conciliation Act, 1996 or any statutory amendments/modifications thereof for the time being in force. The Arbitration Proceedings shall be conducted by a Sole Arbitrator who shall be appointed with due process of law. The venue and seat of the Arbitration shall be at New Delhi, India and language of arbitration shall be English. It is hereby clarified that during the Arbitration Proceeding the Parties shall continue to perform their respective rights and obligations under the Work Order."
- c) There shall be separate legal clauses pursuant to award of work and same shall be incorporated in Service Level Work Order. Post award work obligations shall be dealt as per the Service Level Work Order to be executed between **NERAMAC** and selected CA.

6. ANNEXURE-A

Certificate for Financial Turn-over

Certified that M/s _____ having their Registered Office at _____ has been having financial turnover of at least Rs. 20 Lakh during each of the last 3 Financial Years. The details areas under:

Financial Year	Turn Over in each year (Rs. Lakh)	Average Turnover in the last 3 financial years (Rs. Lakh)
2018-19		
2019-20		
2020-2021		

This certificate is issued based on documentary evidences and audited Accounts produced to me and copies of which are available with me which I shall be able to produce if required by the NERAMAC/NERAMAC. The certificate is true and correct to the best of my knowledge and belief.

Signature	
Name of the person signing:	
Designation:	Company Secretary/Chartered Accountant
Name of the firm:	
Registration No./Membership No.	
Address	
Email address:	
Contact Numbers:	

Date: Place:

7. ANNEXURE-B

Application Form

S.No	Particulars	
1.	Name of the Firm.	
2.	Address of Registered and Branch Offices alongwith Telephone Nos / Fax No./Email ID etc.	
3.	Contact Person (Name, telephone & email)	
4.	Total No. of partners / Directors with Name,experience and contact details.	
5.	Detail of fully qualified employees of the firm.	
6.	Month and year of registration as CA Firm withICAI.	
7.	Copies of: A. Constitution of Firm/LLP B. GST Registration No. C. PAN D. Latest CAG Empanelment letter/Acknowledgement	
8.	Past experience in work related to registration ofcompanies/cooperative societies.	
9.	Brief Bio Data covering aspects other than above.	
10.	Any other information.	
11.	Number of FPOs registered by the CA Firm ineach state.	
12.	Experience of working with other ImplementingAgencies viz. SFAC, NABARD, NCDC etc	
13.	Preferred states for FPO Registration work	
14.	Post Regisrtation Compliance work that can betaken by the CA Firm and estimated cost ofthe same	

Signature & Seal:
Name & Designation of the Authorized

Signatory: _____ **Name of**
the Firm: _____

UTR No: _____

Date: _____ **Place:** _____