

## **AGREEMENT FOR ACCOUNTING RETAINERSHIP**

This Agreement is made on this \_\_\_\_ day of \_\_\_\_\_, 2025

BETWEEN

The Kerala State Homoeopathic Co-operative Pharmacy Ltd. (HOMCO), a co-operative society registered and functioning under the Department of AYUSH, Government of Kerala, having its registered office at Pathirappally P.O., Alappuzha – 688521, Kerala, hereinafter referred to as "HOMCO", which expression shall unless repugnant to the context or meaning thereof include its successors and assigns, of the FIRST PART

AND

M/s. \_\_\_\_\_, a firm registered under [ICAI/ICMAI/Other], having its registered office at \_\_\_\_\_ and a branch office located in Alappuzha District, Kerala, hereinafter referred to as the "Retainer", which expression shall, unless repugnant to the context, include its partners, successors, and permitted assigns, of the SECOND PART

WHEREAS:

1. HOMCO issued an open tender inviting firms for appointment as accounting retainers for the financial year 2025–26;
2. The Retainer, meeting all eligibility criteria, has been selected to provide services under retainership as per the scope and terms defined herein;

NOW, THEREFORE, THIS AGREEMENT WITNESSETH AS FOLLOWS:

### 1. SCOPE OF WORK

The Retainer shall provide the following services to HOMCO during the term of this agreement:

1. Data conversion and maintenance of accounts using licensed accounting software (e.g., Tally or other HOMCO-approved platforms).
2. Periodic reconciliation of bank accounts.
3. Timely GST Compliance:
  - Filing of GSTR-7 by 10th of every month

- Filing of GSTR-1 by 11th of every month
  - Filing of GSTR-3B by 20th of every month (post reconciliation with Tally and GSTR-2B)
  - Filing of GST TDS and TCS returns by 20th of every month
  - Filing of GSTR-9 (Annual Return) within the due date
4. Electronic payment of taxes and duties under GST, Income Tax, and other applicable Acts.
  5. Computation and remittance of Tax Deducted at Source (TDS) under relevant sections.
  6. Filing of quarterly TDS returns and issuing of certificates (Form 16/16A).
  7. Providing written financial assessments, creditworthiness evaluations, and risk analysis of external firms or vendors that HOMCO may engage with (particularly in tenders or MoUs).
  8. Advise, Prepare and provide remarks on any financial matter pertaining to HOMCO including budgeting, fund flow, audit preparation, and compliance strategy.
  9. Preparing and submitting monthly financial reports including balance sheet, income & expenditure account, and cash flow statement.
  10. Preparation of MIS reports and dashboards for internal review and board presentations.
  11. Support in internal audit activities, including timely furnishing of records and responding to audit queries.
  12. Assistance in year-end finalization of accounts, including trial balance preparation, ledger scrutiny, and closing entries.
  13. Providing necessary financial reports and clarifications during Audit queries and AC Meetings, and assisting the management with regulatory compliance.
  14. Continuous monitoring of compliance status and providing timely updates on changes in tax laws, statutory rules, and regulatory deadlines.
  15. Assisting HOMCO during inspections, audits, or enquiries conducted by government departments or regulatory agencies.
  16. Recommending financial control measures, cost efficiency improvements, and accounting best practices.
  17. Undertaking any other accounting or compliance-related work as may be required under prevailing laws, government notifications, or regulatory directions applicable to HOMCO during the term of this agreement.

Note: Any additional out-of-scope work (e.g., representation before government authorities, expert opinions, etc.) will be billed separately as per rates defined in Annexure A.

## 2. TERM

This agreement is valid for one year, commencing from \_\_\_\_ July 2025 to \_\_\_\_ June 2026, unless extended or terminated earlier in accordance with Clause 7.

## 3. OFFICE PRESENCE AND DEPLOYING OF STAFF

The Retainer shall maintain a fully functional branch office in Alappuzha District throughout the duration of this agreement.

The retainer shall deploy minimum two full-time staff at HOMCO's office, who will not be changed frequently without prior written notice and approval.

## 4. FEES & PAYMENT

- HOMCO agrees to pay the Retainer a total retainership fee of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_ only), inclusive of taxes.
- Payment will be made on a monthly basis, post submission of invoice and performance verification.
- Additional charges for out-of-scope assignments will be paid as per Annexure A, subject to prior approval.

## 5. CONFIDENTIALITY

The Retainer agrees to maintain the confidentiality of all financial and operational information of HOMCO and shall not disclose any data to third parties without written permission, except as required by law.

## 6. REPORTING & COORDINATION

The Retainer shall coordinate with HOMCO for all deliverables and shall be available for queries or clarifications as and when required.

## 7. TERMINATION

- Either party may terminate this agreement by giving 30 days' written notice.

- HOMCO may terminate the agreement without notice in case of serious breach, misconduct, or non-performance.

## 8. DISPUTE RESOLUTION

All disputes arising out of this agreement shall be subject to the exclusive jurisdiction of the Courts at Alappuzha, Kerala. The parties will first attempt to resolve the dispute amicably.

## 9. GENERAL CONDITIONS

- HOMCO reserves the right to modify the scope of work with mutual consent.
- The decision of the Managing Director, HOMCO, shall be final and binding on all matters related to the execution of this agreement.

## 10. TIMELINES AND COMPLIANCE

- The Retainer shall complete and submit all accounting work related to the previous calendar month **no later than the 5th day of the following month**. This includes, but is not limited to, the preparation of financial statements, reconciliation of accounts, and submission of relevant reports.
- The Retainer shall complete any additional tasks assigned under this agreement, which are not part of the regular accounting deliverables, **within five (5) calendar days** of assignment, unless a different timeline is mutually agreed upon in writing.
- Timely completion of all tasks and deliverables is critical to the effective performance of this agreement. Failure to meet the specified deadlines may result in termination in the event of repeated non-compliance.
- The Retainer shall also ensure timely execution of any other work mandated by changes in applicable laws, government directives, or statutory guidelines, within reasonable timeframes or as specified by HOMCO, to maintain full regulatory compliance.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day, month and year first written above.

SIGNED FOR AND ON BEHALF OF HOMCO

Name: \_\_\_\_\_

Designation: Managing Director

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SIGNED FOR AND ON BEHALF OF THE RETAINER

Name: \_\_\_\_\_

Designation: Partner / Authorized Signatory

Firm Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

WITNESSES – HOMCO

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

WITNESSES – RETAINER

1. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

3. Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_