



TOR No. APUIAML/PFS/2022-2023/01 dated 15-09-2022

Terms of Reference (TOR)

**Selection of Consultant for
provision of financial services for
'Income Tax Refund' related
matters**



I. Background

APUIAML is a JV company of Government of Andhra Pradesh (GoAP) and is an end-to-end service provider for Development & Implementation of various infrastructure projects. It also provides financial advisory and consultancy services to various AP State Government related entities. Andhra Pradesh State Warehouse Corporation (APSWC) has approached APUIAML for provision of financial consultancy services for availing income tax returns.

II. Solicitation

In this context, it is required to engage a consultant for providing the following scope of services:

1. To provide support services for liaison and coordinating with Income tax department authorities for getting refunds for the Asst. year 2020-2021 & 2021-2022.
2. To co-ordinate with APUIAML/APSWCL and to collect the necessary information required for submission to Income tax authorities
3. To liaison and co-ordinate Income tax department authorities for submission of information and resolving their queries
4. To prepare replies and responses for notices and orders if any raised by the Income tax Department
5. To attend in person on behalf of APSWC/APUIAML before the Income tax authorities
6. To co-ordinate with Statutory auditors, Internal auditors, Tax auditors for collection and submission of information
7. To prepare necessary applications, forms for submission to Income tax department authorities in relation to getting refunds
8. Any other activities which required to be carried in relation to the above task

In this regard, proposals are solicited from eligible agencies/ expert consultants for the above scope of work.



III. Eligibility Criteria

1. The Consultant should be a proprietary firm, a private entity, a company, a partnership firm, an LLP, or a body corporate
2. The Consultant should have experienced & qualified professionals (2 members) with related to financial and tax related matters.

IV. Fees

The total professional fee payable by APUIAML towards execution of subject assignment shall be on the “%” basis on the amount refunded to APSWC by Income Tax authorities. The fees will be paid upon receipt of the refund by APSWC.

V. Instructions to Agencies

- a) The payment to the selected consultant shall be made after satisfactory approval from the client.
- b) The financial quote should be exclusive of applicable taxes.
- c) The last date for submission is **22.09.2022 by 12:30 HRS.** The submission mode is hard copy mode. The proposal shall comprise of CV’s of professionals as per Class III above of sub clause 2. The submission has to be made in sealed cover at the following address._to the APUIAML office address as mentioned below.

Division Head – Project Finance and Structuring
Andhra Pradesh Urban Infrastructure Asset Management Limited
(APUIAML),
4th Floor, NTR Administrative Block, PNBS,
Vijayawada - 520013

- d) The proposals will be opened on **23.09.2022 by 10:00 HRS.**
- e) For further clarifications, the agencies may contact Mr. Sankar Reddy M, Mobile No: 9966554445 or email: sankar.modugula@apurban.in
- f) This document is also available on the website – www.apurban.com



General Conditions for TOR

I. Deduction

All payments to the agency under the terms of engagement are subject to tax deduction at source under the Income Tax Act and any other enactment that may be in force from time to time. The client will also be entitled to deduct from the payment due to any dues payable by the agency to the client. The client shall provide to you within the prescribed time limit the appropriate tax deduction certificate evidencing payment of such taxes.

II. Execution of the Assignment

The agency shall keep the client informed about the progress of work

III. Ownership of Copyright

Any deliverable prepared as part of this assignment shall be the intellectual property of APUIAML. The drawings, specifications, documents and reports, survey formats, filled data sheets etc. prepared as instruments of service shall be the property of APUIAML whether the project, for which they are made, is executed or not. APUIAML shall retain copies of the agency's drawings, specifications and other documents for information and use in connection with the projects.

IV. Arbitration

All disputes or difference which may arise between APUIAML and the agency with regard to the meaning or interpretation or things done in pursuance of executed workorder, such disputes and difference shall be resolved mutually and if required and called for the same shall be referred for arbitration, which shall be conducted as per the provisions of the Arbitration and Conciliation Act 1996. Any dispute submitted to arbitration shall be considered by a mutually acceptable sole arbitrator. In case the Parties are unable to agree & decide on a sole arbitrator, then the dispute shall be considered by three arbitrators one to be appointed by APUIAML and one to be appointed by agency and the third arbitrator to be appointed jointly by the arbitrators of the Client and the agency. Each Party shall bear their respective cost to be



incurred on the arbitration proceedings. The decision and award of the arbitrator shall be final and binding on the agency and the Client. Place of arbitration shall be Vijayawada, Andhra Pradesh

V. Indemnity

In case of any dispute, controversy, litigation, public agitation etc. connected with the with the services rendered/ being rendered by agency or arising out of any matter connected with or incidental to the services provided/ or being provided by agency or for any other reason, the agency shall indemnify and keep indemnified and hold APUIAML, its employees, authorized representatives, agents harmless from and against all costs, claims, damages, proceedings, liability, including fees paid to legal counsels etc. in this behalf.

VI. Confidentiality

The agency shall not disclose to anyone either during carrying out the services or within two years after completion of this assignment, any confidential or proprietary information relating to the Projector the APUIAML's business affairs or operations without the prior written consent of APUIAML.

VII. General

APUIAML may make such rules and/ or lay out such procedures as may be deemed necessary for the implementation/ administration of the terms and conditions of your employment as stated in this work order with due intimation to you and the same will be binding on you.



FORMAT FOR FINANCIAL PROPOSAL

[On the Letter head of the Firm]

Date:

To
The CEO,
Andhra Pradesh Urban Infrastructure Asset Management Limited (APUIAML),
4thFloor, NTR Administrative Block, Pandit Nehru Bus Station,
Vijayawada-520013, Andhra Pradesh

Sub: Financial Proposal for providing professional services towards Income Tax Refund related matters - reg

Sir:

For providing consultancy services for the subject assignment, we hereby submit the following Professional Fee quotation to the APUIAML.

Professional Fees as a **---% (In words)** of refunded amount to be received by APSWC from Income tax authorities.

Yours faithfully,

(Signature of Authorized Signatory)

(Address, Date)

Note: The financial proposal to be submitted strictly as per the above format.

Noncompliance to the above format shall disqualify the firm's proposal

NOTE:

- a) The professional fee is inclusive of transport, printing and stationery and all other expenses except applicable taxes towards our Professional fee for the subject assignment to be paid as per payment schedule specified



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in this TOR.

- b) We shall abide by the above quote, terms and conditions of this TOR, if APUIAML selects us as the Consultant for this particular assignment. We also understand that, in case any difference between the quoted amount in words and figures, the quote in words will be taken as final.
- c) We agree that this offer shall remain valid for a period of one hundred and eighty (180 days) from the Proposal Due Date or such further period as may be mutually agreed upon.
- d) The quotes provided shall be exclusive of applicable taxes
- e) The quotes should be submitted on agencies' letterhead along with cover letter duly signed by the competent authority and shall have the contact address and date.