

SECTION - IV**FORMATS OF DOCUMENTS & OTHER SPECIFICATIONS RELATED TO THIS EOI**

APPENDIX	SUBJECT
APPENDIX -I	BID SECURITY DECLARATION IN LIEU OF EMD
APPENDIX -II	TECHNICAL BID COVER LETTER
APPENDIX -III	CONSORTIUM UNDERTAKING
APPENDIX -IV	AUTHORIZATION TO SIGN EOI DOCUMENT
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APPENDIX -VI	EOI HARD COPY RECEIPT FORMAT
APPENDIX – VII	FORMAT OF AGREEMENT WITH SHORTLISTED AGENCY/IES

APPENDIX I

Ref:
Date:

To,
The Managing Director,
Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL),
'C' Sector, Near Capital Auto Agency,
Itanagar – 791111

SUB: BID SECURITY DECLARATION IN LIEU OF EMD

**REF: EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO
ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING
INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL
& KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**

Sir,

1. I/We , irrevocably declare as under:
2. I/We understand that, as per Clauseof EOI/bid conditions, bids must be supported by a Bid Security Declaration in lieu of Earnest Money Deposit.
3. I/We hereby accept that I/We may be disqualified from bidding for any contract with you for a period of 2 years from the date of disqualification as may be notified by you (without prejudice to APIDFCL's rights to claim damages or any other legal recourse) if,
 - a. I am /we are in a breach of any of the obligations under the bid conditions,
 - b. I/We have withdrawn or unilaterally modified/amended/revised, my/our Bid during the bid validity period specified in the form of Bid or extended period, if any.
 - c. On acceptance of our bid by APIDFCL, I/we fail to deposit the prescribed Security Deposit or fails to execute the agreement or fails to commence the execution of the work in accordance with the terms and conditions and within the specified time.

(Signature & Seal of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

APPENDIX - II

TECHNICAL BID COVER LETTER (ON THE LETTERHEAD OF THE BIDDER)

Ref:

Date:

To,
The Managing Director,
Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL),
'C' Sector, Near Capital Auto Agency,
Itanagar – 791111

SUB: EOI COVER LETTER

REF: EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS

Sir,

1. I/We, the undersigned, having carefully examined the referred EOI offer to participate in the same, in full conformity with the said EOI and all the terms and conditions thereof.
2. I/We agree to abide by this Proposal, consisting of this letter and our EOI response Proposal, for a period of 60 days from the date fixed for submission of Bids as stipulated in the EOI (including addenda / pre-Bid clarifications to the RFP) and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
3. We agree that if any day during the entire project duration, our act breaches the contract terms and conditions or we express our inability to execute the project, APIDFCL reserves all the rights to terminate the contract and appropriate penalty will be borne on us.
4. I/We agree to execute a contract in the form to be communicated by APIDFCL, incorporating all terms and conditions with such alterations or additions thereto as may be necessary to adapt such contract to the circumstances of the standard and notice of the award within time prescribed after notification of the acceptance of this Bid.
5. Unless and until a formal contract is prepared and executed, this Bid together with your written acceptance thereof shall constitute a binding agreement.
6. We undertake, if our Bid is accepted, to deliver as per scope of work as specified in the EOI documents and agreement made thereafter.
7. That the undersigned is hereby authorized to sign all EOI documents.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

INFORMATION SHEET

S No.	GENERAL INFORMATION	
PART A		
1.	Name of the Company/Agency/Consortium	
2.	Type of Incorporation	
3.	Address for communication	
4.	Name of Contact Person	
5.	Designation	
6.	Phone No./ Mobile No	
7.	Email address	

LIST OF DOCUMENTS ATTACHED

S. No.	COMPONENT	Flag
1	Copy of bid security declaration in lieu of EMD as per APPENDIX -I	1
2	Company Registration Document in support of eligibility criteria	2
3	Consortium Undertaking as per APPENDIX -III	3
4	Authorization to sign EOI document as per APPENDIX – IV	4
5	Non-blacklisting undertaking as per APPENDIX – V	5
6	Turnover - The Lead Bidder must have an average turnover of Rs 20 crores in the last three financial years (FY 2019-20, FY 2020-21 and FY 2021-22). This must be certified by way of a CA Certificate along with the Balance sheet certified by a CA and ITR.	6
7	Documentary Support - The entity must be engaged in the activities related to INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS.	7
8	The entity/consortium partner must be engaged with any Central / State Government or any Public Sector Enterprise or Government University or Government Autonomous Institutions / Healthcare Institutions for working in the areas of Skill Development, Training & Capacity Building, Employment Generation, Innovation ecosystem. A letter of support from any Sector Skill Council / Institute of National Importance created under an Act of the Parliament shall also be considered a valid credentials.	8
9	The entity/consortium partner must have a letter of support from any Autonomous Institute of Government / Government Educational Institution / University.	9
10	Project Concept Note: In the EOI response documents, the bidder must elaborate on any / all of the following thematic areas: a) Digital Designing and Innovations b) 3D Printing c) 5G Use Cases Deployment d) Solutions in the areas of IoT, Artificial Intelligence, Augmented / Virtual / Mixed Reality, Cloud & Big Data Analytics e) R & D for developing high end Telecom / Digital Infra / training	10

	<p>manpower for ensuring consistent high quality 100% telecom connectivity in remote areas</p> <p>f) Edge Computing / CDN Solutions</p> <p>g) Occupational Health Solutions</p> <p>h) Senior Citizen Healthcare</p> <p>i) Ensuring seamless in-building digital connectivity and 100% Telecom Connectivity</p> <p>j) National / International Collaborations to promote the theme of the EoI.</p> <p>k) Innovations to promote Ease of Living</p> <p>l) MSME Promotion in support of Make In India / Vocal for Local</p> <p>m) Solutions related to safe and secure Online Exams</p> <p>n) Any area having SDG Impact on SDG 2030 targets especially in the area of Education / Healthcare/ Gender Equality / Innovations and responsible consumption etc.</p>	
11	Copy of EOI document with addendums, if any	11

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
 Designation :
 Seal :

ANNEXURE III**ON THE LETTERHEAD OF THE BIDDER/LEAD MEMBER OF CONSORTIUM
(ONLY IN CASE OF CONSORTIUM BID)****TO WHOMSOEVER IT MAY CONCERN**

This is to state that for the purpose of the EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS, we have agreed to form a Consortium as under:

S. No.	Name of Agency	Name of Signing Authority Along With Designation	Role in Consortium
1			Lead Bidder
2			Supporting Bidder

Signature Party 1:

Signature Party 2:

NB:

1. APIDFCL leaves it to the Bidders to have separate operational agreement.
2. The Lead Bidder shall be responsible for all compliances to APIDFCL.

APPENDIX – IV

ON THE LETTERHEAD OF THE BIDDER

Ref:
Date:

To,
The Managing Director,
Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL),
'C' Sector, Near Capital Auto Agency,
Itanagar – 791111

SUB: AUTHORIZATION TO SIGN EOI DOCUMENTS

**REF: EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO
ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING
INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL
& KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**

Sir,

This is to state that for the above said EOI, we have hereby authorized
..... working in capacity of with M/s
..... to execute all documents on our behalf for the
above said EOI.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

APPENDIX - V

ON THE LETTERHEAD OF THE BIDDER

Ref:
Dated:

To,
The Managing Director,
Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL),
'C' Sector, Near Capital Auto Agency,
Itanagar – 791111

SUB: SELF DECLARATION OF NOT BEEN BLACKLISTED

**REF: EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO
ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING
INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL
& KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**

Sir,

We confirm that our company/all members of the consortium have never been blacklisted in any manner whatsoever by any of the State/UT and/or Central Government in India in last three years on any ground.

(Signature of the Authorized Signatory of the Bidding Organization)

Name :
Designation :
Seal :

APPENDIX – VI

**EOI HARD COPY RECEIPT FORMAT TO BE GIVEN ON LETTERHEAD OF
APIDFCL TO THE BIDDER**

- 1. EOI Name: EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**
- 2. Name Of The Agency :**
- 3. Date Of Receipt:/....../2023**
- 4. Time Of Receipt:/....../2023**

Signature,
Name:.....
Designation:
Official Seal

FORMAT OF AGREEMENT BETWEEN APIDFCL AND BIDDER**AGREEMENT**

This agreement is made at Itanagar, Arunachal Pradesh on the /... /2022 for implementation of the work as per the **EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS** (copy enclosed)

BETWEEN

Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL), a Public Sector Enterprise under the administrative control of the Industries Department, Government of Arunachal Pradesh having its head office at C Sector, Near Capital Auto Agency, Itanagar – 791111, Arunachal Pradesh acting through its Managing Director (hereinafter referred to as APIDFCL, which expression shall unless excluded by or repugnant to the context, be deemed to include its successors, administrators or permitted assignees) of the **"FIRST PARTY"**.

AND

M/s having office at acting through (herein after called as ".....", which expression shall unless excluded by or repugnant to the context be deemed to include its successors, administrators or permitted assignees) of the **SECOND PARTY**.

APIDFCL and being referred to individually as "PARTY", and jointly as "PARTIES".

WHEREAS

- A. Pursuant thereto, APIDFCL through an open, transparent and competitive bidding process invited proposals from interested parties for the Projects by issuing **EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS** vide **EOI Number:** Dated.../.../2023 (**ANNEXURE I**) containing inter-alia the minimum qualification criteria and the terms and conditions for implementing the Projects.
- B. That the same was approved by Board Resolution of APIDFCL Number Dated: (copy enclosed with this agreement at **ANNEXURE II**).
- C. After Evaluating the proposals in response to the abovesaid RFP, the APIDFCL has accepted the proposal submitted by the SECOND PARTY, as the Successful Agency (the "Successful Agency") and issued Letter of Award / Letter of Intent ("LOA/Lol") vide letter number dated (**ANNEXURE III**).

- D. That the SECOND PARTY has consented to implement the same vide acceptance letter Nodated (**ANNEXURE IV**) and it has **undertaken to perform** the obligations and exercise the rights of the successful agency under the LOA, including the obligations to enter into this Agreement pursuant to the LOA for executing the Project.
- E. With this objective both the parties are desirous of recording their understanding, agreed terms and conditions by way of this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND MUTUAL PROMISES AND COVENANTS HEREINAFTER SET FORTH, "APIDFCL" AND "....." INTENDING TO BE LEGALLY BOUND HEREBY AGREE AS FOLLOWS:

1. DEFINITIONS & INTERPRETATIONS

In this Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

- 1.1. "Affected Party" shall mean the Party claiming to be affected by a Force Majeure Event in accordance **clause 23** of the tender documents.
- 1.2. "Agreement" shall mean this Agreement, and includes any amendments hereto made in accordance with the provisions hereof.
- 1.3. "Applicable Law" shall mean all laws in force and effect, as of the date hereof, and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this Agreement and applicable to the Project/the PARTIES.
- 1.4. "Applicable Permits" shall mean all clearances, permits, authorizations, consents and approvals required to be obtained or maintained by the SECOND PARTY under Applicable Law, in connection with the Project during the subsistence of this Agreement.
- 1.5. "Appointed Date" shall mean the date of this Agreement.
- 1.6. "Arbitration Act" shall mean the Arbitration and Conciliation Act, 1996 and shall include any amendment to or any re-enactment thereof as in force from time to time.
- 1.7. "COD" or "Commencement of Operations Date" shall mean the date on which the SECOND PARTY has to start the project as per tender terms and conditions.
- 1.8. "Department" means Arunachal Pradesh Industrial Development & Financial Corporation Ltd or any Government Department.
- 1.9. "Encumbrance" shall mean any encumbrance such as mortgage, charge, pledge, lien, hypothecation, security interest, assignment, privilege or priority of any kind having the effect of security or other such obligations and shall include without limitation any designation of loss payees or beneficiaries or any similar arrangement under any insurance policy pertaining to the Project, physical encumbrances, claims for any amounts due on account of taxes, cesses, electricity, water and other utility charges and encroachments on the Project Facility.

- 1.10. "Financing Documents" shall mean collectively the documents evidencing Lenders' commitment to the Project.
- 1.11. "Financial Year" shall mean the period commencing from April 1 of any given year to March 31 of the succeeding year.
- 1.12. "Force Majeure" or "Force Majeure Event" shall mean an act, event, condition or occurrence as specified in **clause 23** of the tender documents.
- 1.13. "Government Agency" shall mean APIDFCL or any agency of Government of India, any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the project, or the performance of all or any of the services or obligations of the SECOND PARTY under or pursuant to this Agreement."
- 1.14. "Material Adverse Effect" shall mean a material adverse effect on (a) the ability of the SECOND PARTY to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this Agreement and/or (b) the legality, validity, binding nature or enforceability of this Agreement.
- 1.15. "Material Breach" shall mean a breach by either Party of any of its obligations under this Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure.
- 1.16. "Operations Period" shall mean the period commencing from COD and ending at the expiry of the agreement.
- 1.17. "Parties" shall mean the parties to this Agreement and "Party" shall mean either of them, as the context may admit or require.
- 1.18. "Performance Security / Bank Guarantee / Security Deposit" shall mean the guarantee for performance of its obligations to be provided by the SECOND PARTY in accordance with tender terms and conditions.
- 1.19. "Person" shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, unincorporated organization, government or Government Agency or any other legal entity.
- 1.20. "Preliminary Notice" shall mean the notice of intended Termination by the Party entitled to terminate this Agreement to the other Party setting out, inter alia, the underlying Event of Default.
- 1.21. "Project" shall mean the entire scope of work as per the **EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS** and other obligations as spelt in the agreement.
- 1.22. "Project Agreements" shall mean collectively this Agreement and any other material contract entered into or may hereafter be entered into by the SECOND PARTY in connection with the Project.
- 1.23. "Project Requirements" shall mean the obligation of the PARTIES related to the **EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS** or any other requirements as per the present agreement.

- 1.24. "Project Site" means the work are defined in the **EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**
- 1.25. "Rupees" or "Rs." refers to the lawful currency of the Republic of India.
- 1.26. "Services" means the work to be performed by the SECOND PARTY pursuant to this contract as described in this agreement.
- 1.27. "Tax" shall mean and includes all taxes, fees, cesses, duties, levies that may be payable by the SECOND PARTY under Applicable Law.
- 1.28. "Termination" shall mean early termination of the agreement, pursuant to Termination Notice or otherwise in accordance with the provisions of this Agreement but shall not, unless the context otherwise requires, include expiry of this Agreement due to efflux of time in the normal course.
- 1.29. "Termination Date" shall mean the date specified in the Termination Notice as the date on which Termination occurs.
- 1.30. "Termination Notice" shall mean the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this Agreement.

2. INTERPRETATION

In this Agreement, unless the context otherwise requires,

- 2.1. Any reference to a statutory provision shall include such provision as is from time to time modified or re-enacted or consolidated so far as such modification or re-enactment or consolidation applies to, or is capable of being applied to any transactions entered into hereunder;
- 2.2. References to Applicable Law shall include the laws, acts, ordinances, rules, regulations, notifications, guidelines or bylaws which have the force of law;
- 2.3. The words importing singular shall include plural and vice versa, and words denoting natural persons shall include partnerships, firms, companies, corporations, joint ventures, trusts, associations, organizations or other entities (whether or not having a separate legal entity);
- 2.4. The headings are for convenience of reference only and shall not be used in, and shall not affect, the construction or interpretation of this Agreement;
- 2.5. The words "include" and "including" are to be construed without limitation;
- 2.6. Any reference to day, month or year shall mean a reference to a calendar day, calendar month or calendar year respectively;
- 2.7. Any reference to any period commencing "from" a specified day or date and "till" or "until" a specified day or date shall include such days or dates;
- 2.8. Any reference to any period of time shall mean a reference to that according to Indian Standard Time (IST);
- 2.9. The Schedules to this Agreement form an integral part of this Agreement as though they were expressly set out in the body of this Agreement;
- 2.10. Any reference at any time to any agreement, deed, instrument, license or document of any description shall be construed as reference to that agreement, deed, instrument, license or other document as amended, varied, supplemented, modified or suspended at the time of such reference;
- 2.11. References to recitals, Articles, sub-articles, clauses, or Schedules in this Agreement shall, except where the context otherwise requires, be deemed to be

references to recitals, Articles, sub-articles, clauses and Schedules of or to this Agreement;

- 2.12. Any agreement, consent, approval, authorization, notice, communication, information or report required under or pursuant to this Agreement from or by any Party shall be valid and effectual only if it is in writing under the hands of duly authorized representative of such Party in this behalf and not otherwise
- 2.13. The damages payable by either Party to the other of them as set forth in this Agreement, whether on per diem basis or otherwise, are mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Party entitled to receive the same and are not by way of penalty or liquidated damages (the "Damages")

3. **Scope of the Work**

Implementation of the Project as per scope of work in SECTION III of the EOI document specifically reiterated.

4. **Roles and Responsibilities of the Parties:** For any specific project, the roles and responsibilities shall be finalized through mutual discussions.

5. **Payments by APIDFCL to the SECOND PARTY:** This be decided on a case to case basis project wise. APIDFCL shall call for limited tenders from agencies empaneled through this EOI and give work order to the agency offering L1 rates.

6. **Term and Tenure:** The initial empanelment is for a period of 3 years which may be extended based on mutual discussions.

7. **Representation and warranties of Parties**

8. **Representation and warranties of Parties** – The First Party represents, assures, covenants to the SECOND PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the FIRST PARTY, enforceable in accordance with the terms hereof.

- 8.1. **Representation and warranties of Second Parties** – The Second Party represents, assures, covenants to the FIRST PARTY that it has the requisite power and authority to execute, deliver and perform this Agreement and to consummate the same and when executed and delivered, this Agreement shall constitute a valid and legally binding obligations of the SECOND PARTY, enforceable in accordance with the terms hereof.

9. **Severability**

- 9.1. In the event that any provision of this agreement is rendered invalid or unenforceable by any law or regulation or declared null and void by any Court of Competent Jurisdiction, that provision shall be reformed, if possible to conform to law and if reformation is not possible, then that part of the Agreement shall be amended/deleted, the remainder of the provisions of this agreement shall subject to this paragraph remain in full force and effect. Each of the provisions contained in this Agreement shall accordingly be severable,

and the unenforceability of one shall not affect the enforceability of any others or of the remainder of this Agreement.

- 9.2. Amendments / additions may also be necessitated because Coordination Committee deliberations.

10. Communications

- 10.1. Communications in Writing - Any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English.
- 10.2. Method of Services - Any such notice or other communication shall be addressed as provided in para 10.3 and, if so addressed, shall be deemed to have been duly given or made (unless it is obvious that it has not been) as follows:
- 10.2.1. If sent by personal delivery, upon delivery at the address of the relevant Party.
- 10.2.2. If sent by registered post, fifteen (15) days after dispatch, and
- 10.2.3. If sent by facsimile transmission, when dispatched, but only if the sender's transmission report shows the entire facsimile to have been received by the recipient with 'OK' transmission report.

10.3. Address for Notices

FIRST PARTY

Address: The Managing Director,
Arunachal Pradesh Industrial Development & Financial
Corporation Ltd (APIDFCL),
'C' Sector, Near Capital Auto Agency,
Itanagar – 791111

SECOND PARTY

Address: _____,
_____,
_____,
_____.

- 10.4. **Change of Address** - A Party may notify the other Party of a change to its name, addressee, address and telex or facsimile numbers for the purposes of Clause 10.3 provided that such notification shall only be effective on the date specified in the notification as the date on which the change is to take place, or if no date is specified or the date specified is less than five days after the date on which notice is given, the date falling five days after notice of any such change has been given.

11. Dispute Redressal Mechanism

- 11.1. This shall be as per provisions in **clause 23** of the tender documents.

12. No Breach of Obligations

- 12.1. The Service Provider shall not be considered to be in breach of its obligations under this Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this Agreement is affected by or on account of any of the following:

- 12.1.1. Force Majeure Event
- 12.1.2. Compliance with the instructions of the APIDFCL or the directions of any Government Agency other than instructions issued because of a breach by the Service Provider of any of its obligations hereunder;
- 12.1.3. Closure of the Project Facility or part thereof with the approval of APIDFCL.

13. Force Majeure and Change of Law

- 13.1. **Force Majeure** – As per **clause no 23** of the tender documents.
- 13.2. **Change in Law** - Change in Law shall mean the occurrence or coming into force of any of the following, after the Appointed Date:
 - 13.2.1. The enactment of any new Indian law;
 - 13.2.2. The repeal, modification or re-enactment of any existing Indian law;
 - 13.2.3. A change in the interpretation or application of any Indian law by a court of record.
- 13.3. **Provided that change in law shall not include:**
 - 13.3.1. Coming into effect, after the Appointed Date, of any provision or statute which is already in place as of the Appointed Date,
 - 13.3.2. Any new law or any change in the existing law under the active consideration of or in the contemplation of any government as of the Appointed Date which is a matter of public knowledge,
 - 13.3.3. Any change in the rates of the Central Taxes.
- 13.4. Subject to Change in Law resulting in Material Adverse Effect and subject to the SECOND PARTY taking necessary measures to mitigate the impact or likely impact of Change in Law on the Project, if because of a Change in Law, the SECOND PARTY is obliged to incur additional costs, APIDFCL shall not reimburse any such cost.

14. Termination:

- 14.1. This shall be as per **clause 26** of the tender documents.
- 14.2. **Withdrawal of Termination Notice-** Notwithstanding anything inconsistent contained in this Agreement, if the Party who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the other Party at any time before the Termination occurs, the Termination Notice shall be withdrawn by the Party which had issued the same.

15. Exclusivity:

- 15.1. That SECOND PARTY shall have exclusive right for the implementation of the said project for the time period as defined above and no agreement or arrangement permitting such activities by any other party shall be entered into by APIDFCL during the concession period of this agreement.

16. Successor Body:

- 16.1. That if there is a change in the constitution of the FIRST PARTY, its successor body shall be bound by the agreement during its term and tenure.

17. Counterparts:

17.1. This Agreement in English may be executed in one or more counterparts each of which shall be deemed to be an original but all such counterparts shall constitute one and the same instrument.

18. Governing Law:

18.1. This Agreement shall be governed by and interpreted in accordance with the laws of the India and the Itanagar High Court Permanent Bench shall have exclusive jurisdiction.

19. Amendments:

19.1. That the PARTIES can amend / substitute / add any clause through mutual consent.

20. Entire Agreement:

20.1. This Agreement constitutes the entire agreement between the Parties hereto with respect to all contained hereinabove and all the clauses / conditions of the tender document as per **ANNEXURE I** shall be binding on both the PARTIES.

21. Annexure:

21.1. **ANNEXURE I – EOI (EXPRESSION OF INTEREST) FOR SELECTION OF AN AGENCY TO ACT AS A TECHNICAL SUPPORT UNIT FOR INCUBATING AND PROMOTING INNOVATIONS / SOLUTIONS RELATED TO INDUSTRY 4.0 / EMERGING DIGITAL & KNOWLEDGE ECONOMY TO HELP SDG ACHIEVE 2030 GOALS**

21.2. **ANNEXURE II – APIDFCL's Board Resolution no:..... dated:.....**

21.3. **ANNEXURE III - Letter Of Intent no:..... dated:..... issued by APIDFCL to**

21.4. **ANNEXURE IV – Letter of Acceptance from M/s no:..... Dated:..... in response to the Letter of Intent issued by APIDFCL.**

IN WITNESS WHEREOF THE PARTIES HERETO HAVE THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES PLACED THEIR RESPECTIVE HANDS AND SEALS HERETO ON THE DAY AND YEAR FIRST HEREIN ABOVE MENTIONED:

For and on behalf of
APIDFCL

(Hage Tari), IOFS.
Managing Director
(Signature with Seal)

For and on behalf of

.....

(Signature with Seal)

Witness:

1.

2.