

**ARUNACHAL PRADESH  
INDUSTRIAL DEVELOPMENT & FINANCIAL CORPORATION LTD. (APIDFCL),  
'C' SECTOR, NEAR CAPITAL AUTO AGENCY,  
ITANAGAR – 791111.**

**EOI No: APIDFCL/IND 4.0-2030     Dated: 04/10/2023**

**SUB: 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**

APIDFCL has uploaded the following Bid documents on the <https://apidfc.in> to be used for submission of the Bid.

SL. NO.	TITLE	SECTION NO.
I.	Data Sheet - Notice Inviting EOI	Section I
II.	General Instructions To Bidder	Section II
III.	Scope of Work	Section III
IV.	Formats of Documents & Other Specifications Related To This EOI	Section IV

The offer complete filled up in all respects as per enclosed documents must be submitted latest by 15.00 Hrs. of 19/10/2023 and should be addressed to:

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

The EOI shall be opened at 15:30 Hrs. on 19/10/2023. The representatives of the Bidders who wish to be present during Bid opening may kindly make it convenient to attend the same.

  
Hage Tari, IOFS  
Managing Director  
APIDFCL

**Managing Director  
APIDFC Ltd.  
(A Govt. of A.P. Undertaking)  
C-Sector, Itanagar- 791111**

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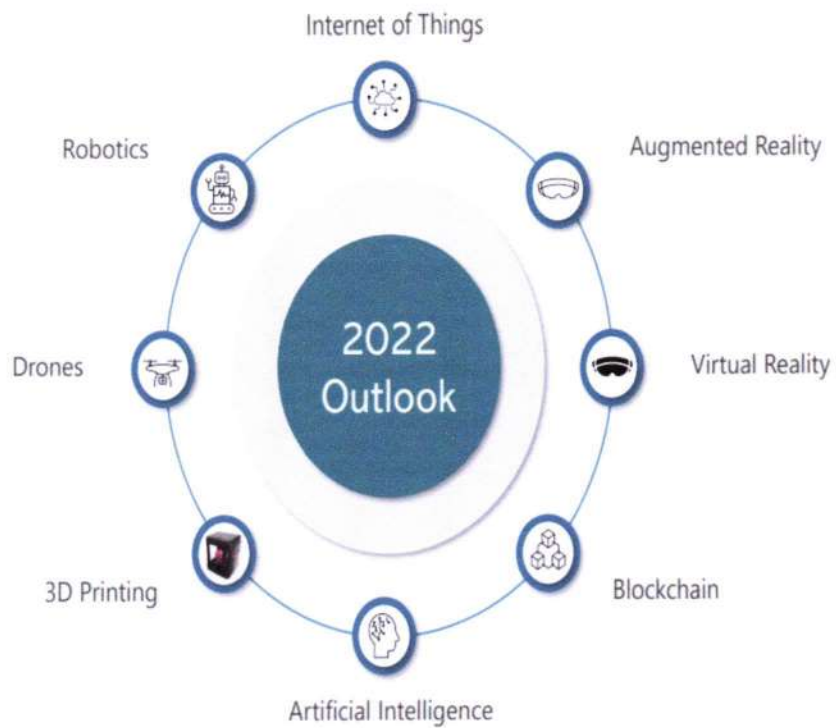
## GLOSSARY/DEFINITIONS/ABBREVIATIONS

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

ABBREVIATIONS	DETAILS
Accepting Authority	The "Accepting Authority" shall mean the Managing Director Arunachal Pradesh Industrial Development & Financial Corporation Ltd
Addendum	Any changes in Bid document in response to pre-Bid meeting duly approved by the Competent Authority of APIDFCL
Assignment	Assignment/ Job means the work to be performed by the concessionaire pursuant to the Contract.
BDA	Business Development Associates working on behalf of APIDFCL to acquire projects
Bidder	Bidder means the Individual firm or the Consortium members who participate in this EOI and submits its Bid and their subagents / representatives who help in delivery of obligations under this EOI and related agreements etc. for purposes of submitting declarations related to this EOI, they could be lead member of the Consortium.
Commissioning	"Commissioning" means successful completion of all deliverables related to the scope of work as defined in the EOI documents.
Competent Authority	"Competent Authority" means the Managing Director, Arunachal Pradesh Industrial Development & Financial Corporation Ltd
Contract	"Contract" means the agreement between APIDFCL and the successful Bidder called Contractor / Vendor for the execution of the works including supply of deliverables as per the project highlighted in the EOI documents.
COV 19	Corona Virus Disease -2019
APIDFCL	Arunachal Pradesh Industrial Development & Financial Corporation Ltd
Work Order	"The Work Order" means the order placed by the APIDFCL on the selected bidder. The Work Order shall be deemed as "contract" as defined in this EOI document.
EOI Document	The "Bid Document" and "EOI Document" are the same.
Terms of Reference (TOR)	Terms of Reference (TOR) means the document included in the RFP which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Project Authority and the agencies, and expected results and deliverables of the Assignment/Job.
Industry 4.0.	Industry 4.0 is revolutionizing the way companies manufacture, improve and distribute their products. Manufacturers are integrating new technologies, including Internet of Things (IoT), 3D Printing, cloud computing and analytics, and AI and machine learning into their production facilities and throughout their operations. 3 D Printing combined with Industry 4.0 is the apt technology (from amongst emerging tech) to promote "Make



In India<sup>™</sup> with numerous applications. It shall allow us to compete in the 21st century global economy, which requires a strong workforce trained in modern manufacturing techniques.



### **DISCLAIMER**

- 1 The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether in documentary or any other form by or on behalf of the APIDFCL, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information provided. The purpose of this RFP is to provide interested parties with information that may be useful to them in making their Technical and Financial bids pursuant to this RFP.
- 2 Information provided in this RFP to the participating agencies is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. APIDFCL accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3 APIDFCL makes no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this BID Stage.
- 4 APIDFCL shall have no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any bidder upon the statements contained in this RFP. APIDFCL may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
- 5 Issuance of this RFP does not imply that the APIDFCL is bound to select a bidder or to appoint the selected agency or bidder, as the case may be, for the Project and it reserves the right any stage to stop/scrap the EOI process, at its sole discretion, without assigning any reason. Furthermore, this EOI confers neither the right nor an expectation on any company to participate in the proposed Project. The APIDFCL may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI Document.
- 6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by APIDFCL or any other costs incurred in connection with or relating to its BID. All such costs and expenses will remain with the bidder and the APIDFCL shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the bids, regardless of the conduct or outcome of the Bidding Process.

- 7 This EOI Document may not be appropriate for all persons, and it is not possible for the APIDFCL to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI Document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI Document and where necessary obtain independent advice from appropriate sources. The APIDFCL makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI Document. It must be noted that while all the information and data regarding this project, to the best of the APIDFCL's knowledge, accurate within the considerations of scoping the proposed contract, has been provided in this document and APIDFCL holds no responsibility for the accuracy of this information and it is the responsibility of the Bidders to check the validity of data included in this document. Each Bidder must make independent evaluation of the scope of work. No Bidder can hold the Competent Authority responsible for non-understanding of the scope of work. The process is fully in public domain and no separate information shall be given to any Bidder by the Competent Authority on this account.
- 8 The prospective Bidders are advised to acquaint themselves and are presumed to be fully aware of the local conditions of APIDFCL in general. No dispute regarding the local and surrounding conditions, geographical or political shall be entertained by the Competent Authority. The Competent Authority shall only endeavor to make the conditions as congenial and favorable for carrying out the Project as possible within its power and day to day affairs shall be managed by the selected Bidder at their own cost and risk.
- 9 It is incumbent upon the bidder to visit at his own cost, and examine it and its surroundings to himself collect all information that is considered necessary for proper assessment. It is expected that while bidding, the Agency will take utmost care and diligence by visiting the sites and collecting the required parameters necessary. In case of any discrepancies later, APIDFCL will not be held responsible.
- 10 It would be deemed that prior to the submission of Proposal, the Bidder has:
  - 10.1 Made a detailed examination of the terms and conditions of the EOI documents;
  - 10.2 Received all related information as APIDFCL deems fit to provide;
  - 10.3 Satisfied itself about all matters, things and information including matters hereinabove necessary and required for submitting the proposal and execution of the project in accordance with the Bid documents and performance of all its obligations there under;
  - 10.4 All other matters that might affect the Bidder's performance under the terms of this EOI Document;
  - 10.5 APIDFCL shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

## SECTION – I

DATA SHEET FOR EOI

EOI No: APIDFCL/IND4.0-2030 Dated: 4/10/2023

APIDFCL invites sealed offers for 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, details of which are elaborated as under:

1.	Name of Work	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.	EOI Document	Can be Downloaded from the website <a href="https://apidfc.in">https://apidfc.in</a>
3.	Office of issue:	<b>The Managing Director, Arunachal Pradesh Industrial Development &amp; Financial Corporation Ltd (APIDFCL), C Sector, Near Capital Auto Agency, Itanagar – 791111, Arunachal Pradesh</b>
4.	EOI Document available from	Office working hours from 5/10/2023 to 10/10/2023
5.	Last Date & Time of Submission of EOI	On or before 15:00 Hrs. on 19/10/2023
6.	Date & Time of opening of EOI	15:30 Hrs. on 19/10 /2023
7.	Period of validity of bids	60 days from the date of opening of technical bids.

APIDFCL reserves the right to change the above dates at its discretion.

  
(Hage Tari), IOFS  
Managing Director  
APIDFCL  
**Managing Director**  
**APIDFC Ltd.**  
(A Govt. of A.P. Undertaking)  
C-Sector, Itanagar- 791111



## SECTION – II

### GENERAL INSTRUCTIONS TO BIDDERS

#### 1 ELIGIBILITY CONDITIONS FOR BIDDERS:

- 1.1 The following criterion shall be met by the Bidders who intend to participate in this EOI and only those Bidders who qualify the following conditions, need put in the proposal:
- 1.1.1 **General Eligibility:** This EOI is open for either a single Entity or a consortium (max 3 members) which can be either a company registered under the Partnership Act, Companies Act or proprietorship firm or Society of Trust / Society (promoted by either State / Central Government/ State or Central Public Sector Enterprise) or any Government University / Educational Institution or any State/Central Government administered Organization.
- 1.1.2 In case of a consortium, a consortium of maximum 3 entities is allowed wherein the Lead Bidder (has to be an entity as per para 1.1.1.) along with a maximum of 2 supporting consortium partners who can either be a proprietorship/partnership firm, company registered under companies act.
- 1.1.2.1 Start ups can become a consortium partner. In case of start-ups found eligible during EOI evaluation process, they are eligible to direct funding for development of their products.
- 1.1.2.2 The supporting bidder is supposed to provide only two documents – (i) any one of its registration papers and (ii) sign the consortium undertaking.
- 1.1.3 However, for the purposes of bid evaluation, all the qualification criteria have to be met only the Bidder(along with consortium member) who has to qualify the criterial mentioned as under:

S. No.	Criteria	Remarks
1.1.3.1.	<b>Registration Papers</b> - The entity must produce copy of any one registration document like PAN Card / GST Registration / Registration Certificate issued by Competent Government Authority. For purposes of bidding, an entity with a particular PAN Number shall be treated as one entity and Entities with different PAN Number shall be treated as different entities. This has to be provided for by the Lead Bidder as well as consortium partner, if any.	Yes
1.1.3.2.	<b>Consortium Undertaking, if any</b> as per the format in the EOI documents. The consortium undertaking shall be in the Letterhead of the Lead Bidder. This has to be submitted only in case the Lead Bidder is applying with a consortium partner(s).	Yes
1.1.3.3.	<b>Non-Blacklisting</b> - The Entity should not have been blacklisted by any State/UT Government or Central Government or any other Government	Yes



	Agency in India. Such bidders shall not be eligible to submit proposals, either individually or as member of a Consortium, if such bar subsists as on the date of submission of bids.	
<b>1.1.3.4.</b>	<b>Turnover</b> - 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.	Yes
<b>1.1.3.5.</b>	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.	Yes
<b>1.1.3.6.</b>	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.	Yes
<b>1.1.4.7.</b>	The entity/consortium partner must have a letter of support from any Autonomous Institute of Government / Government Educational Institution / University.	Yes

1.1.4 Non-fulfillment of all the above said criteria shall result in rejection of technical Bids. Any rejected offer shall not be eligible for execution of project as defined in this EOI.

## 2 **COST OF BIDDING:**

2.1 The Bidder shall be responsible for all the costs associated with the preparation of its Proposal and its participation in the Bidding process. APIDFCL will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of Bidding. APIDFCL shall have no liability in any manner in this regard if it decides to terminate the EOI for any reason whatsoever.

## 3 **PERIOD OF VALIDITY OF BIDS:**

3.1 The Proposal shall indicate that it would remain valid for a period not less than 120 days from the Proposal Due Date. A Bid valid for a shorter period shall be rejected by the APIDFCL as non-responsive.

3.2 APIDFCL shall make its best effort to complete negotiations within a period of 120 days from the date of submission of opening of technical bid. Should the need arises, however, APIDFCL may request the participating bidder's to

extend the validity period of their proposals. In such circumstances, the APIDFCL may request in writing the Bidder's unqualified/unequivocal consent for extension(s) to the period of Bid validity.

3.2.1 A Bidder may refuse the request without forfeiting its Bid Security.

3.2.2 A Bidder agreeing to the request will not be allowed to modify its Proposal but would be required to extend the validity of its EOI Deposit for the period of extension.

#### 4 **EARNEST MONEY DEPOSIT(EMD) & EOI DOCUMENT FEES:**

4.1 As per OM's No 09/04/2020-PPD Dated 12/11/2020 issued by Department of Expenditure, Ministry of Finance, Government of India the bidder need not to furnish EMD. **Instead Bid Security Declaration has to be given as per APPENDIX I.**

4.2 EOI Document Fees: Each entity must attach an Non refundable EOI Document fees of Rs 25,000/- payable in the form of Demand Draft/Banker's Cheque in favor of Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL) payable at Itanagar, Arunachal Pradesh.

5 **UNCONDITIONAL BIDS:** Bidders may note that APIDFCL will not entertain any deviations to the EOI Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the EOI Document in toto with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

#### 6 **CLARIFICATION OF BID DOCUMENTS:**

A prospective Bidder, requiring any clarification on the Bid Documents shall notify the APIDFCL in writing on the letterhead through Officials email of APIDFCL latest by 11<sup>th</sup> October 2023 during official working hours. Quarries received after the same shall not be entertained at any case. The format of submission should be as under:

S. No. A	RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of clarification

response/queries should be submitted to the following in writing by post/courier/e-mail:

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

**6. AMENDMENT TO BID DOCUMENTS:**

- 6.1 At any time, prior to the date of submission of Bids, APIDFCL may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify/alter any terms & conditions of the Bid documents by amendments and they are uniformly applied to all.
- 6.2 The amendments shall be posted on the web-site and these amendments will be binding on all Bidders.
- 6.3 In order to give prospective Bidders reasonable time to take the amendments into account while preparing their Bids or for any other reason, the APIDFCL may, at its discretion, extend the last date / time for the submission of Bids suitably. Any extension in bid submission date shall be fully within the domain of APIDFCL and it may or may not grant extension in submission dates in response to pre bid queries.
- 6.4 Replies to the pre bid questions shall be published on the website <https://APIDFCL.in/> and interested Bidders must keep track of the same. The APIDFCL will endeavor to provide timely response to all queries. However, APIDFCL makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does APIDFCL undertake to answer all the queries that have been posed by the Bidders.
- 6.5 APIDFCL may amend the EOI Document based on inputs provided by Bidders that may be considered acceptable in its sole discretion and such changes shall be notified to the Bidders who have participated in the pre-Bid meeting through update on the <https://APIDFCL.in/> by issuing Addendum.
- 6.6 No interpretation, revision or other communication from APIDFCL regarding this solicitation is valid unless in writing and is signed by the Competent Authority of APIDFCL.
- 6.7 Any clarification issued by APIDFCL in response to query raised by prospective Bidders shall form an integral part of Bid documents and it may amount to an amendment of relevant clauses of the Bid documents. APIDFCL reserves the right for rejection of Bids if the Bids are submitted without taking into account these amendments/clarifications. Further, the Bidder will be fully responsible for downloading of the EOI document and amendments for their completeness.

**7. CONFLICT OF INTEREST:**

- 7.1 The Vendor shall disclose to APIDFCL in writing, all actual and potential conflicts of interest that exist, arise or may arise in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.
- 7.2 For purposes of this EOI, the conflict of interest would be reflected as under:
  - 7.2.1 The Bidder that has a business or family relationship with any staff of APIDFCL who is directly or indirectly involved in any part of
    - 7.2.1.1 Preparation of the Terms of Reference of the Assignment/Job,
    - 7.2.1.2 The selection process for such Assignment/Job, or
    - 7.2.1.3 Supervision of the Contract may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to APIDFCL throughout the selection process and the execution of the Contract.
  - 7.2.2 The Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of APIDFCL, or that may reasonably be perceived as having this effect. If the Bidder fails to disclose said situations and if APIDFCL comes to know about any such situation at any



time, it may lead to the disqualification of the Agency during bidding process or the termination of its Contract/Agreement during execution of assignment.

- 7.3 APIDFCL assumes the Bidders to provide professional, objective, and impartial advice and at all times hold the APIDFCL's interest's paramount, strictly avoid conflicts with other Assignment/Jobs or their own corporate interests and act without any consideration for future work.

## 8 PREPARATION OF BIDS:

### 8.1 Language and Currency of Bid:

- 8.1.1 The Bid prepared by the Bidder and all correspondence and documents relating to the Bid exchanged by the Bidder and the APIDFCL shall be written in English language, provided that any printed literature furnished by the Bidder may be written in another language but it is to be accompanied by an English translation of its pertinent passage(s) duly signed and verified as true English translation. The responsibility for the correctness of the translation will be solely and completely on the Bidder and APIDFCL shall not be responsible for any loss/likely loss due to error in translation what so ever. In such cases, for the purpose of interpretation of the Bid, the English translation shall only govern.
- 8.1.2 The currency for the purpose of the Proposal shall be the Indian Rupees (INR).

### 8.2 Documents comprising the Bid: The Bid prepared by the Bidder shall comprise the following components:

- 8.2.1 Cover Letter (**APPENDIX -II**) along with all the supporting documents as specified hereunder:

S. No.	COMPONENT	Evaluation System
8.2.1.1.	Copy of bid security declaration in lieu of EMD as per <b>APPENDIX -I</b>	Yes / No
8.2.1.2.	Company Registration Document in support of eligibility criteria	Yes / No
8.2.1.3.	Consortium Undertaking as per <b>APPENDIX -III</b>	
8.2.1.4.	Authorization to sign EOI document as per <b>APPENDIX – IV</b>	Yes / No
8.2.1.5.	Non-blacklisting undertaking as per <b>APPENDIX – V</b>	Yes / No
8.2.1.6.	<b>Turnover</b> - 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.	Yes / No
8.2.1.7.	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.	Yes / No
8.2.1.8.	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	Yes / No

	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.	
8.2.1.9.	The entity/consortium partner must have a letter of support from any Autonomous Institute of Government / Government Educational Institution / University.	Yes / No
8.2.1.12	<p>Project Concept Note: In the EOI response documents, the bidder must elaborate on any / all of the following thematic areas:</p> <ul style="list-style-type: none"> <li>a) Digital Designing and Innovations</li> <li>b) 3D Printing – The bidders can apply for any / all components viz. Software, Hardware, Design Patents, Consumer Products</li> <li>c) 5G Use Cases Development / Deployment</li> <li>d) Solutions in the areas of IoT, Artificial Intelligence, Augmented / Virtual / Mixed Reality, Cloud &amp; Big Data Analytics</li> <li>e) R &amp; D for developing high end Telecom / Digital Infra / training manpower for ensuring consistent high quality 100% telecom connectivity in remote areas</li> <li>f) Edge Computing / CDN Solutions</li> <li>g) Occupational Health Solutions</li> <li>h) Senior Citizen Healthcare</li> <li>i) Ensuring seamless in-building digital connectivity and 100% Telecom Connectivity</li> <li>j) National / International Collaborations to promote the theme of the Eol.</li> <li>k) Innovations to promote Ease of Living</li> <li>l) MSME Promotion in support of Make In India / Vocal For Glocal</li> <li>m) Solutions related to safe and secure Online Exams</li> <li>n) Any area having SDG Impact on SDG 2030 targets especially in the area of Education / Healthcare/ Gender Equality / Innovations and responsible consumption etc.</li> </ul>	Yes / No
8.2.2.13	Copy of EOI document with addendums, if any	Yes / No

8.2.2 It is made clear that non-submission of documents will be treated as non-availability of documents and the offer submitted by the Bidder would be treated as non-responsive.

8.2.3 It is also made clear that APIDFCL is looking for an end-to-end solution and manpower services provider for the scope of work in the project and not OEMs

or suppliers or machinery. Any response that does not qualify in all criteria as set in this bid document shall be summarily rejected.

- 8.2.4 Also since this is a highly specialized project and required special skill sets with a lot of R & D support / marketing support, even if one bidder qualifies in the EOI evaluation process, it shall be selected and awarded the work.

**9 FORMAT AND SIGNING OF BID:**

- 9.1 EOI form should be clearly filled in ink/duly typed giving full name and address of the party and in English Language only. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English.
- 9.2 Any interlineations, erasures, over-writing, alterations, additions, etc. will disqualify the EOI unless such interlineations, erasures, over-writing, alterations, additions, etc. are legibly attested and signed by the party. However, overwriting should be avoided to the extent possible.
- 9.3 All the pages of the proposal must be properly binded and must contain the list of contents properly flagged. If the Proposal consists of more than one volume, Bidder must clearly number the volumes. Any deficiency in the documentation may result in the rejection of the Bid. Loose Bid or improperly binded Bid will be rejected.
- 9.4 An index of various documents, where it is available, may be given.
- 9.5 That the document (all pages including reference) must be signed by an authorized signatory of the Bidder/ consortium.
- 9.6 The Bid submitted shall be sealed properly.

**10 SEALING AND MARKING OF BIDS:** The proposal should be submitted in one signed hard copy in a sealed envelop superscribed as under:

- 10.1 **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**

- 10.2 This should be submitted at the following address:

To,

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

- 10.3 The footer on the envelopes mentioned above should have mentioned – Submitted By: "Name, Address of the Bidder"
- 10.4 If the envelope is not sealed and marked as instructed above, the Proposal may be deemed to non-responsive and would be liable for rejection. APIDFCL assumes no responsibility for the misplacement or premature opening of such Proposal submitted.



- 10.5 The EOI offer shall indicate the name and address of the Bidders to enable the Bidder to return the Bid unopened in case it is declared 'late' or rejected.
- 10.6 Any material deviation/variation in the terms and conditions in the Bids submitted by the Bidders will make their Bid liable for rejection.

**11 DEADLINE FOR SUBMISSION OF BIDS AND BID OPENING VENUE:**

- 11.1 Bids must be received by the APIDFCL at the specified address not later than the time schedule mentioned in the EOI documents.
- 11.2 Any Bids delivered/received later than that or delivered at any other address shall be summarily reject.
- 11.3 The APIDFCL may, at its discretion, extend this deadline for the submission of Bids by amending the Bid Documents in accordance with case all rights and obligations of the APIDFCL and Bidders subject to the previous deadline will thereafter be subject to the deadline as extended.
- 11.4 **Venue of EOI opening:** Bid will be opened at **APIDFCL** on the date and time as indicated in the Bid documents in presence of Bidders or their representatives who wish to attend the Bid opening.
- 11.5 **Late Bids:** Any Bid received by APIDFCL after the prescribed time for submission of the Bid may be rejected and returned unopened to the Bidder through speed post only. The list of late bids shall report on website of APIDFCL

**12 MODIFICATION AND WITHDRAWAL OF BIDS:**

- 12.1 Once the bid is uploaded and digitally signed by the bidder, no modification of any kind shall be allowed post that. Hence, the bidder must be careful and conduct all due diligence before uploading the bid documents.
- 12.2 No Bid can be withdrawn in the interval between the deadline for submission of the Bid and the expiry of period of Bid validity specified by the Bidder on the Bid form.

**13 REJECTION OF ANY OR ALL BIDS/ANNULMENT OF EOI PROCESS:**

- 13.1 APIDFCL reserves the right to reject any/all responses to EOI without assigning any reason thereof and without incurring any liability to the affected Bidder(s).
- 13.2 While all the conditions specified in the Bid documents are critical and are to be complied, special attention of Bidder is invited to the following clauses of the Bid documents and APIDFCL may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Bidder, if the Bidder has:
  - 13.2.1 Not submitted the response in the printed format.
  - 13.2.2 If the eligibility / mandatory criteria condition is not met and/or documents prescribed to establish the eligibility are not enclosed.
  - 13.2.3 Failed to provide clarifications related thereto, when sought;
  - 13.2.4 The Bids will be recorded/ returned unopened if covers are not properly sealed.
  - 13.2.5 Any conditional Bid, other than what has been specified in the EOI.
  - 13.2.6 Any Bidder found indulging in malicious campaign or disinformation campaign against any official of the APIDFCL or any other Bidders either directly or through third parties, at any time during the post EOI publishing date, shall be liable for rejection of Bids and other legal actions as per law. Such Bidders may also be blacklisted by the APIDFCL.
  - 13.2.7 During the EOI process, sudden appearance of complaints/media reports against any Official / Participating Bidders shall result in rejection of Bid if any entity or any person or outside associate of a Bidder is prima facie found to be

involved in such activities to hamper prospects of other competing Bidders.

- 13.3 Canvassing by the Participating Agency in any form, unsolicited letter and post-EOI correction may invoke summary rejection of bid.

- 13.4 **APIDFCL's right to accept any Bid and to reject any or all Bids:** The APIDFCL reserves the right to accept or reject any Bid, and to annul the Bidding process and reject all Bids, at any time prior to award of contract without assigning any reasons whatsoever and without thereby incurring any liability to the affected Bidder or Bidders on the grounds of the APIDFCL's action.

#### 14 **FRAUD AND CORRUPT PRACTICE:**

- 14.1 The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this EOI, the APIDFCL shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the "Prohibited Practices") in the Selection Process.

- 14.2 In such an event, the APIDFCL shall,

- 14.2.1 Forfeit and appropriate the Bid Security or Performance Security.

- 14.2.2 Debar it from participation in any EOI issued by the APIDFCL during a period of 2 years from the date such Bidder, is found by the APIDFCL to have engaged or indulged in such practice.

- 14.3 Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the APIDFCL who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;

- 14.4 "Fraudulent Practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

- 14.5 "Coercive or property to influence any person's participation or action in the Selection Process; practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.

#### 15 **BID OPENING BY APIDFCL:**

- 15.1 The date fixed for opening of Bids, if subsequently declared as holiday by the APIDFCL, the Bids will be opened on next working day, time and venue remaining unaltered.

- 15.2 The APIDFCL will open the EOI offers, in the presence of authorized Bidder's representatives who choose to attend, at the date and time specified in NIT (Notice Inviting EOI).

- 15.3 Authority letter to this effect shall be submitted by the Bidder/representative before they are allowed to participate in Bid opening and the representatives who choose to be present shall be required to sign and record their attendance.

- 15.4 A maximum of two representatives for any Bidder shall be authorized and permitted to attend the Bid opening.

- 15.5 The Bidder's name, modifications, Bid withdrawal and the presence or absence of the requisite EOI fee and such other details as the APIDFCL, at its discretion, may consider appropriate will be announced and recorded at the time of Bid opening.

**16 CONTACTING THE APIDFCL:**

- 16.1 Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Bidder or any other persons not officially concerned with such process until the selection process is over. Disclosure to any such persons shall be made in confidence and shall extend only so far as it may be deemed necessary for the purposes of such performance.
- 16.2 Any effort by a Bidder to modify his Bid or influence the APIDFCL, in the APIDFCL's Bid evaluation, Bid comparison or contract award decisions, may result in the rejection of the Bid.
- 16.3 Subject to APIDFCL calling for clarifications from the Bidders, no Bidder shall try to influence the APIDFCL on any matter relating to its Bid, from the time of the Bid opening till the time, the contract is awarded, or at any other time and in the event of its being so established by APIDFCL, the Bidder's Bid may be cancelled.

**17 CLARIFICATION ON SUBMITTED BIDS:**

- 17.1 To assist in the examination, evaluation and comparison of Bids, the APIDFCL may, at its discretion ask the Bidder for any clarification(s). The request for clarification and the response shall be in writing and no change in the EOI offer shall be sought, offered or permitted.
- 17.2 However, no post Bid clarifications at the initiative of the Bidder shall be entertained.

**18 EVALUATION TO RESPONSIVENESS:**

- 18.1 APIDFCL will constitute a EOI Evaluation Committee to evaluate the responses of the Bidders.
- 18.2 Prior to the detailed evaluation, the APIDFCL will determine the substantial responsiveness of each Bid to the EOI Document. A Proposal shall be considered responsive if it meets the eligibility and mandatory criteria.
- 18.2.1 It is received by the Proposal Due Date.
- 18.2.2 It is signed, sealed, and marked as stipulated in the EOI documents.
- 18.2.3 It contains the information and documents as requested in the EOI document.
- 18.2.4 There are no inconsistencies between the Proposal and the supporting documents.
- 18.3 The APIDFCL appointed Evaluation Committee reserves the right to reject any or all proposals based on any deviations. The decision of the Evaluation Committee in the evaluation of responses to the EOI shall be final.

**19 EOI EVALUATION CRITERIA:**

- 19.1 Evaluation of Proposals shall be done through two stages as under:
- 19.1.1 **Stage I - Technical Proposal Evaluation** - Evaluators of technical proposal shall not have access to the financial proposal until the technical evaluation is concluded by the EOI committee of APIDFCL. The Bidder offers shall be subjected to evaluation as under and all Bidders who meet all the criteria as under shall qualify for participation in the financial Bid evaluation process:

S. No.	COMPONENT	Evaluation System
19.1.1.1	Copy of bid security declaration in lieu of EMD as	Yes / No



	<b>per APPENDIX -I</b>	
19.1.1.2	Company Registration Document in support of eligibility criteria	Yes / No
19.1.1.3	Consortium Undertaking <b>as per APPENDIX -III</b>	Yes / No
19.1.1.4	Authorization to sign EOI document <b>as per APPENDIX – IV</b>	Yes / No
19.1.1.5	Non-blacklisting undertaking <b>as per APPENDIX – V</b>	
19.1.1.6	<b>Turnover</b> - 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.	Yes / No
19.1.1.7	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.	Yes / No
19.1.1.8.	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.	Yes / No
19.1.1.9	The entity/consortium partner must have a letter of support from any Autonomous Institute of Government / Government Educational Institution / University.	Yes / No
19.1.1.10	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 manpower for ensuring consistent high quality 100% telecom connectivity in remote areas f) Edge Computing / CDN Solutions g) Occupational Health Solutions h) Senior Citizen Healthcare i) Ensuring seamless in-building digital connectivity	Yes / No

	and 100% Telecom Connectivity j) National / International Collaborations to promote the theme of the Eol. k) Innovations to promote Ease of Living l) MSME Promotion in support of Make In India / Vocal For Glocal m) Solutions related to safe and secure Online Exams n) Any area having SDG Impact on SDG 2030 targets especially in the area of Education / Healthcare/ Gender Equality / Innovations and responsible consumption etc.	
19.1.1.11	Copy of EOI document with addendums, if any	Yes / No

**19.1.2 Stage II:**

19.1.2.1 The EOI Evaluation team of APIDFCL shall shortlist the Technically qualified partner(s) as per the EOI terms and conditions.

19.1.2.2 APIDFCL shall be shortlist bidders who are found qualified to execute projects as per the scope of the work in this Eol and then shall empanel them for a period of 3 years and enter into an agreement with them.

**20 NOTIFICATION OF SHORTLISTING:**

20.1 The shortlisted bidders shall be sent a Letter of Shortlisting / selection post evaluation by APIDFCL. The selected Bidder is also eligible to collect a copy of the same by sending a duly authorized representative.

21 **LEGAL JURISDICTION:** The agreement shall be subject to exclusive jurisdiction of courts at **Itanagar** only.

**22 FORCE MAJEURE:**

22.1 If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics, quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).

22.2 The affected Party shall provide to the other Party a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.

22.3 That no penalty shall be levied on the Bidder in case of force majeure event.

22.4 That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event, APIDFCL shall give extended time to execute the contract.

**22.5 Measures to be taken:**

22.5.1 A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

22.5.2 A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

22.5.3 Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

22.5.4 During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by APIDFCL, shall either:

22.5.4.1 Demobilize; or

22.5.4.2 Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.

22.5.4.3 In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

23 **NOTICES:** Notice or other communications given or required to be given under the contract shall be in writing by Speed Post and shall be e-mail scanned copy hand-delivery with acknowledgement thereof. Any notice or other communication shall be deemed to have been validly given on date of delivery if hand delivered & if sent by email scanned copy /Speed Post as per the data available on India Post website.

**24 DISPUTE REDRESSAL MECHANISM:**

24.1 All the disputes, differences, controversies / differences of opinions, breaches and violation ("Dispute") arising out of, or in relation to this project between parties shall be resolved by mutual discussions / reconciliations in good faith.

24.2 At the first instance, the matter should be resolved between the Project Manager of the Bidder and the Nodal Officer of the APIDFCL.

24.3 If the same is not resolved as per para 25.1. within 15 days, then the matter has to be taken to the Coordination Committee for resolving the same within 15 days.

24.4 If the dispute, difference, controversies / differences of opinion, breaches and violation arising from or related to the Agreement is not resolved through processes defined in para 25.1 and para 25.2, then such questions, disputes or differences (except as to the matters, the decision to which is specifically provided under this Agreement) shall be referred to arbitration under the provisions of Arbitration and Conciliation Act 1996 /amendments thereof and the rules made there under or any statutory modifications or re-enactment thereof or

- any rules made thereof shall be deemed to apply to the arbitration proceeding under this clause.
- 24.4.1 Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- 24.4.2 The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- 24.4.3 The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this EOI document.
- 24.4.4 Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides.
- 24.4.5 **Place of Arbitration** - The place of arbitration shall be **Itanagar**.
- 24.4.6 **English Language** - The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.
- 24.4.7 **Enforcement of Award** - The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provisions of the Arbitration Act.
- 24.4.8 **Performance During Arbitration** - Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.
- 24.5 Any Party aggrieved by the order of Arbitrator may approach to the Civil Court having territorial jurisdiction under provisions of the aforesaid act.
- 25 **TERMINATION:** Any of the following events shall constitute an event of default by the Bidder entitling the Competent Authority to terminate the concessions granted to the Bidder:
- 25.1 APIDFCL may, at any time, terminate the Contract (in whole or in part) by giving 90 calendar days written notice to the Bidder, without any compensation to the Bidder, only under the following circumstances:
- 25.1.1 The Bidder becomes unwilling, bankrupt or otherwise insolvent.
- 25.1.2 The Bidder being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture/shareholders or circumstances occur entitling the court or debenture/shareholders to appoint a receiver or a manager.
- 25.1.3 The Bidder fails to commence operations as per the EOI terms and conditions within the stipulated time frame except for Force Majeure reasons.
- 25.2 Upon occurrence of any of the defaults, the APIDFCL would follow the procedures of issuing time bound Notice/Show Cause before deciding on termination of the agreement. The decision of the APIDFCL shall be final and binding on the Bidder and give the Bidder a time of 90 days (or extended period) to rectify the same. Failure to rectify the same shall result in termination of the contract.



25.3 The contract shall not be terminated for failure to discharge responsibilities due to force majeure situations.

**25.4 Consequences of Termination:**

25.4.1 In the event of termination of the Contract due to the reasons specified above, the APIDFCL reserves the right to engage services of some other agency (including those who participated in the bid) to take charge of operations on as is where is basis. Such party shall inherit the project with all liabilities incurred by the previous successful Bidder whose contract has been cancelled.

**26 CONFIDENTIALITY:**

26.1 Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. APIDFCL will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence, until the publication of the award of Contract. APIDFCL will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.

26.2 Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during EOI process till the stage of execution of agreement.

26.3 The undue use by any Agencies of confidential information related to the process may result in the rejection of its Proposal and may be subject to the provisions of the Project Authority's antifraud and corruption policy.

**27 COORDINATION COMMITTEE:** That a Coordination Committee (headed by the Nodal Officer of this project) consisting of representatives of the APIDFCL and the Bidder / other stakeholders shall be constituted to address any issue that may arise during implementation of the project and resolve all issues related to any projects through mutual discussions and good faith. The Nodal Officer of APIDFCL shall be the Chairman of the Coordination Committee.

27.1 That the said Coordination Committee shall have the powers to improvise the project functionalities in due course of time and such suggestions can be added as improvements in the Agreement and such decisions subject to approval of the Nodal Officer shall deemed to have been approved by the Competent Authority.

27.2 The Coordination Committee shall be responsible for matters like:

27.2.1 Monitoring the deliverables by the bidder in terms of project terms and conditions,

27.2.2 Recommending extension of the gestation period, contract term, project deliverables based on mutually accepted and agreed terms,

27.2.3 Recommend on waiving off penalty,

27.2.4 Approval of work replication / addition in scope of work in uncovered areas as per market demand.

27.2.5 The Coordination Committee has the power to recommend purchase of additional items through negotiations with the selected bidder without the need for additional EOI.

27.2.6 Any other matter which is essential for achieving the larger vision of the project.

## **SECTION – III**

### **SCOPE OF WORK**

#### **28 ABOUT ARUNACHAL PRADESH:**

**29 ABOUT APIDFCL:** The Arunachal Pradesh Industrial Development & Financial Corporation Ltd (APIDFCL) is a Government of Arunachal Pradesh Undertaking was incorporated on 9th August, 1978 under the Companies Act 1956. The Corporation was established as the Apex Industrial Development & Financial Institution for promotion of Industries and to act as catalyst for growth of entrepreneurship, Industrialization and employment generation for tribal populace of the state. The main functions and objectives of the corporation are as under:

29.1.1 Development of Infrastructure facilities.

29.1.2 Promotion of industries.

29.1.3 Extending financial assistance to the prospective entrepreneurs.

29.1.4 Development of Infrastructure Facilities

**30 CHALLENGES:** Despite being rich in natural resources and even after the implementation of various development programmes in the state during the five year plans, the level of economic development in Arunachal Pradesh continues to be very low compared with most of the other states of the country. The major factors that have impeded the industrial development in the state are :

30.1 Late start to the process of industrialization in the region has led to slow growth of entrepreneurial and industrial culture.

30.2 Near absence of domestic/local manufacture of capital equipment/capital goods industries which necessitates transportation of machinery at higher costs.

30.3 Lower productivity of labour and higher wage rate.

30.4 Absence of technical and business information.

30.5 Necessity of maintaining large inventory due to the remoteness of the region.

30.6 Limited and dispersed market for goods within the region coupled with higher cost of marketing outside the region.

30.7 Increasing threat from national competitors using modern technology, larger units and better distribution network resulting in saturation of accessible markets.

30.7.1 Lack of inflow of investible funds from outside the state.

#### **31 THE POTENTIAL OF DIGITAL ECONOMY:**

31.1 Industry 4.0 is going to transform the way products will be designed and manufactured in future and 3D printing is one such technology which will be an essential tool for ensuring employability across different industry verticals. In today's world Digital Design literacy helps trained persons to become digital storytellers, weaving subject matter from their courses into narrative tapestries that illustrate a deeper understanding of what they're learning. They can solve problems, produce innovative projects, enhance communication, and prepare for the challenges of an evolving workplace. The ambitious Government initiatives like Make in India, Smart Cities, Skill India, Digital India and Start-up India are likely to create more jobs for designers. Going by the conservative estimates, a total workforce of 7 million designers will be required to meet the industry demand.

total workforce of 7 million designers will be required to meet the industry demand.

31.2 India's digital economy is expected to surge exponentially in the coming year which is led by our appetite for digital products and services since India has already entered its 'Digital Decade' and its Internet economy will grow to 12-13 per cent of its GDP by the end of the decade from the current 4-5 percent. A phenomenal rise in online activities for day-to-day life has already put India well ahead of some of the world's largest economies. We are witnessing a phenomenal growing interest of consumers from Tier 2+ towns and cities in digital products and services, rapid digitization of businesses and we will see household digital commerce will invariably become even more entrenched in Indians' everyday experience. Services such as Aadhar, United Payments Interface (UPI) and Digilocker have been instrumental in unlocking potential in India's internet economy.

31.3 With this growth there is also a need to address the growing "Digital Divide" in society which warrants an immediate action on part of State Governments to plug the gaps through immediate policy interventions to train State's youth especially women and proper telecom connectivity to ensure that the State's share of Digital Taxes is a major contributor to our GDP.

## **32 PURPOSE OF THIS EOI:**

32.1 With the view as elaborated above, APIDFCL intends to solicit proposals by the way of this EOI from interested bidders who can work with APIDFCL to deploy solutions to improve the skill sets of local manpower and promote growth of Digital / Knowledge Economy of the State and make its economy more productive by aligning the manpower with the emerging market forces that are going to disrupt the way things are done globally.

32.2 APIDFCL is going to enter into an Agreement with the interested bidders to jointly execute projects within and outside the State of Arunachal Pradesh. Such projects could be funded by State / Central Government / Financial Institutions or other National / International Agencies.

32.3 Payments by APIDFCL to the Executing Agency: 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. Any improvisations can be done in coordination committee meetings.

32.4 For start-ups whose ideas are pathbreaking, APIDFCL may fund them directly or assist them in funding under various schemes of State / Central Government.

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

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



**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 Clause .....of 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 <b>as per APPENDIX -I</b>	<b>1</b>
2	Company Registration Document in support of eligibility criteria	<b>2</b>
3	Consortium Undertaking <b>as per APPENDIX -III</b>	<b>3</b>
4	Authorization to sign EOI document <b>as per APPENDIX – IV</b>	<b>4</b>
5	Non-blacklisting undertaking <b>as per APPENDIX – V</b>	<b>5</b>
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.	<b>6</b>
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.	<b>7</b>
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.	<b>8</b>
9	The entity/consortium partner must have a letter of support from any Autonomous Institute of Government / Government Educational Institution / University.	<b>9</b>
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	<b>10</b>

	<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 No .....dated ..... (**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.