



**Request for Proposal (RFP) for Empanelment of Training Providers with Assam Skill Development Mission (ASDM) for providing skill training to 100 numbers of candidates as Home Health Aide workers under Placement Linked Skill Development Training Program**

**ASSAM SKILL DEVELOPMENT MISSION  
GOVT. OF ASSAM  
5<sup>th</sup> FLOOR, KATABARI, DPS ROAD, NH-37  
GARCHUK, GUWAHATI-35**

**RFP No. ASDM-3142/2022/226  
Date: 06/01/2023  
Email Id: [missiondirector.asdm@gmail.com](mailto:missiondirector.asdm@gmail.com)**



GOVT OF ASSAM  
**ASSAM SKILL DEVELOPMENT MISSION**  
5<sup>th</sup> FLOOR, KATABARI, DPS ROAD, NH-37  
GARCHUK, GUWAHATI-35

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**Assam Skill Development Mission (ASDM)**

**Under Skill, Employment and Entrepreneurship Department,  
Govt. of Assam, 5th Floor, Katabari, Bhabananda Boro Path,  
NH-37, Garchuk, Guwahati-35**

**Request for Proposal (RFP) for Empanelment of Training Providers with Assam Skill Development Mission (ASDM) for providing skill training to 100 numbers of candidates as Home Health Aide workers under Placement Linked Skill Development Training Program**

Mission Director, Assam Skill Development Mission (ASDM), invites sealed proposals only from agencies, having pre requisite experience in Skill Training to conduct skill training in Assam.

The response to this RFP along with all required documents is to be submitted by interested agencies in hard copy (in Original) & soft copy (in a pen drive) on or before 27.01.2023 . After the due time and date, no applications shall be entertained. The place of submission is: Assam Skill Development Mission, 5th Floor, Katabari, DPS Road, Nh-37, Garchuk, Guwahati- Assam Pin- 781035.

The documents have to be submitted in a sealed non-transparent envelope super scribed as **“Request for Proposal for Empanelment of Training Providers with Assam Skill Development Mission (ASDM) for providing skill training to 100 numbers of candidates as Home Health Aid workers under Placement Linked Skill Development Training Program”** along with RFPNo. ASDM-3142/2022/226 and details of the applicant with contact no. and email id.

Program quality and implementation will be monitored and evaluated by ASDM, as per its Quality Standards and Procedures which will be notified by MSDE, GoI from time to time.

## **DISCLAIMER**

The information contained in this Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority/Client or any of their employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided. This RFP is not an agreement and is neither an offer nor invitation by the Authority/Client to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority/Client in relation to the programme implementation. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority/Client, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources. Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority/Client accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein. The Authority/Client, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant 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, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in anyway in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant on the statements contained in this RFP. The Authority/Client may in its absolute discretion, but without being under any obligation to do so, Amend or implement the information, assessment or assumption contained in this RFP.

The issue of this RFP does not imply that the Authority/Client is bound to empanel one or more Applicant(s) or to appoint the Selected Applicants, as the case may be, for the implementation of the programme and the Authority/Client reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

**List of Abbreviations**

<b>Terms</b>	<b>Description</b>
<b>EMD</b>	Earnest Money Deposit
<b>FY</b>	Financial Year
<b>ITI</b>	Industrial Training Institute
<b>MIS</b>	Management Information System
<b>NCVT</b>	National Council for Vocational Training
<b>NOS</b>	National Occupational Standards
<b>NSDC</b>	National Skill Development Corporation
<b>TP</b>	Private Training Partners
<b>QP</b>	Qualifications Pack
<b>RFP</b>	Request for Proposal
<b>SCVT</b>	State Council for Vocational Training
<b>SSC</b>	Sector Skills Council
<b>ASDM</b>	Assam Skill Development Mission. The legal entity is Assam Skill Development Society, a society registered under Department of Skill, Employment & Entrepreneurship Department (SEED), Government of Assam.
<b>ASDS</b>	Assam Skill Development Society

## Schedule for Invitation of RFP

A	Name of the Client	Assam Skill Development Mission
B	Date of Publishing of RFP	06.01.2023
C	Website from where the RFP document can be obtained	<a href="http://www.assamtenders.com">www.assamtenders.com</a>
D	Time and date of submission of response to RFP	Hard copy of complete application along with the requisite EMD and Tender fees and requisite documents as mentioned in RFP have to be submitted on or before 27.01.2023. No further documents will be accepted beyond the above date.
E	Address where hardcopy has to be submitted	Address: Assam Skill Development Mission, <b>5th Floor, Katabari, DPS Road, NH-37, Garchuk, Guwahati-35</b>
F	Proposal Processing Fee	Non-refundable INR 5,000/- (Indian Rupees Ten Thousand Only) in the form of Demand draft from any Nationalized Bank in favor of the "ASDM" payable at Guwahati
G	Pre Bid queries Date and Time	12.01.2023 up to 2 pm. Pre bid queries can be send in mail or hard copy may be submitted to ASDM office. Mail id- <a href="mailto:missiondirector.asdm@gmail.com">missiondirector.asdm@gmail.com</a> <a href="mailto:asdmkunal@gmail.com">asdmkunal@gmail.com</a> All queries will be replied by 13.01.2023

*Note: 1. In-correct proposal/application will be summarily rejected.*  
2. Government Organizations / Govt recognized Autonomous body is exempted from payment of any fees(tender fees/EMD/ Performance guarantee)

### Pre-Qualification Criteria

S.no.	Pre-Qualification Criteria	Documentary Evidences to be attached
1.	The applicant may be any legal entity such as private companies/organizations,  Government organizations/institutions, Trust, Societies, NGOs, Industrial associations, cooperatives, etc. and should have been incorporated for more than 03 years at the time of submission of proposal	Organization Profile  Supporting document: Registration certificate/Certificate of Incorporation
2.	The applicant should have at least 3 years of experience in skill training. Preference will be given to those organizations who have prior experience in Skill training	Applicant Experience related document  Supporting document: Self declaration on the applicant's letter head)
3.	The applicant should not have been blacklisted by Central/State Government Department/Public Sector Undertaking for any contract executed in past.	Affidavit on INR 100 or above Non – Judicial Stamp paper
4.	The authorized signatory should seal and sign all the necessary documents of the tender process.	Identity proof of the signatory Authority to be enclosed or Power of Attorney to be submitted where ever applicable
5.	One registered / branch office should be located in the state of Assam for ease of operation, co- ordination & administration purpose.	Self-certified letter for registered office  Supporting document: Address Proof document (Sales deed/ rent agreement And last month electricity bill).
6	Bid Processing fee	The Applicant needs to mandatorily submit a Non-Refundable Bid Processing Fee of INR 5,000/- in the form of a Demand Draft drawn in favor of “Assam Skill Development Mission” payable at Guwahati.
7	Earnest Money Deposit(EMD)	The Applicant needs to mandatorily submit EMD fee of INR 25,000/- in the form of a Demand Draft drawn in favor of “Assam Skill Development Mission” payable at Guwahati.

### **Earnest Money Deposit**

Every applicant participating in the bidding process must furnish the required earnest money deposit (EMD) as specified in the RFP. EMD of an applicant lying with Assam Skill Development Mission in respect of other bids awaiting decision will not be adjusted towards EMD for the fresh bids. The EMD originally deposited may, however, be taken into consideration in case proposals are re-invited. The EMD may be deposited in the form of a demand draft in favour of "Assam Skill Development Mission" payable at "Guwahati". The EMD shall be valid for the period of Proposal Validity period. The same shall be payable at par at "Guwahati". Since the duration of the Demand Draft for EMD does not impact the empanelment process if the time taken for the process does not stretch beyond the duration of the EMD, such Demand Draft for EMD of 3 month duration is deemed to be appropriate subject to the aforementioned condition. Hence, Demand Draft for EMD with 3 months validity shall be considered eligible subject to the condition that the applicants would need to furnish a fresh Demand Draft for EMD with further 3 months duration in case the empanelment process does not complete within 3 months. The applicants who do not submit fresh EMDs under such circumstances shall not be considered for empanelment.

**Refund of EMD:** The EMD of unsuccessful applicants shall be refunded within 30 days of completion of empanelment process.

**Forfeiture of EMD:** The EMD taken from the applicant shall be forfeited in the following cases

- a) When the applicant does not sign the agreement within a period of 7 working days of issue of Letter of Invitation (LoI)
- b) When the applicant withdraws or modifies his proposal after opening of proposals.
- c) When the applicant does not deposit the Performance Guarantee in the form of Bank Guarantee before the Agreement is signed.
- d) To adjust any dues against the firm from any other Agreement with Assam Skill Development Mission.
- e) Rejection of proposal on account of Corrupt and Fraudulent Practices as outlined in this RFP.

## Eligibility Criteria for implementing Short term Training

- A. The Training Providers should have at least 3 financial years' active experience in skill training program for implementing Short term skill training.
- B. Applicant Agency should not have been blacklisted by any donor agency/ State Government/ Central Government.
- C. Turnover of the company/organization should be minimum Rs. 50 Lakhs and above (Average for last 3 financial years) for Audited Balance sheet and Profit and Loss Account of last 3 financial years duly certified by Chartered Accountant to be provided. The organization should have positive net worth.
- D. The applicant should have industry and bank linkages and submit proof in form of Letter of Intent or bank tie ups. Applicant Agency has to submit their Mobilization and Employment strategy with the bid document.
- E. Work completion certificates of skill training implemented by bidder to be submitted.
- F. The Applicant needs to mandatorily submit a Non-Refundable Bid Processing Fee of **INR 5,000/- in the form of a Demand Draft drawn in favor of "Assam Skill Development Mission" payable at Guwahati.**
- G. The Training Center should have residential facilities to provide accommodation to the trainees and the facilities should meet the standard criteria of residence as per ASDM guidelines.
- H. The bid must be self-attested by the applicant with seal and sign on all pages of bid document.



## A. Application Procedure:

1. In response to this RFP, applicant organizations meeting above criteria can apply for empanelment in the prescribed format, with required documents. ASDM based on the requirements and available targets may empanel such Agencies.
2. The applicant organizations need to fill up the following TECHs and submit on or before the last date of submission:

TECH 1 - Cover Letter  
TECH 2 - Data Sheet of Organization  
TECH 3 - List of Centers & Job roles  
TECH 4 - Self declaration for not being blacklisted in notarized stamp  
paper of minimum Rs 100/-  
TECH 5 - Self-Declaration  
TECH 6- Mobilization and Placement Strategy  
TECH 7- Work Completion Certificate  
TECH 8- Grading Matrix

3. TECH 3 also needs to be submitted in non-editable soft copy format of xls or xlsx or .doc or docx format in pen-drive along with hard copy in bid file.
4. Last date for submission of documents for empanelment is 27.01.2023
5. The Applicant needs to mandatorily submit a Non-Refundable Bid Processing Fee of INR 5,000/- in the form of a Demand Draft/Banker Cheque drawn in favor of "Assam Skill Development Mission" payable at Guwahati.

## B. Process Flow:

1. RFP publish date 06.01.2023
2. Last date of submission of RFP is 27.01.2023 up to 2 pm. No tender will be accepted after the date and time mentioned above.
3. Agencies need to submit Only One response to RFP document in Hard Copy (in Original) and soft copy on [www.assamtenders.gov.in](http://www.assamtenders.gov.in). The Response to RFP in Hard Copy as well as Soft Copy along with Demand Draft for Bid Processing fee and EMD have to be submitted in a sealed non-transparent envelope super scribed as **"Request for Proposal for Empanellment of Training Providers with Assam Skill Development Mission (ASDM) for providing training of 500 drivers in Light Motor Vehicles (LMV) / Heavy Motor Vehicles (HMV) under Placement Linked Skill Development Training Program (PLSDTP)"** along with RFP No. **ASDM-3142/2022/226** and details of the applicant with contact no. and email id.
4. After submission of application, the documents will be scrutinized by Bid Evaluation and Approval Committee of Assam Skill Development Mission(ASDM).The decision of the committee shall be binding and treated as the final authority for evaluation and award of work.
5. If there are multiple centers in the district the shortlisting may be done as per the Grading Matrix in TECH 8.

6. The target will be allocated based on job roles mentioned in Annexure-I against the district

**Right to accept any Bid and to reject any or all Bids:**

ASDM reserves the right to accept or reject any proposal, and to annul the tendering process and reject all proposals at any time prior to award of work, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for action so taken. Also, ASDM reserves the right to cancel or modify this RFP at any time.

**Validity Period:**

1. The proposals shall be valid for a period of 180 days from the date of submission of bids. A proposal valid for a shorter period may be rejected as non-responsive. On completion of the validity period, unless the bidder withdraws his proposal in writing, it will be deemed to be valid until such time that the Bidder formally (in writing) withdraws his proposal.
2. In force majeure circumstances, at its discretion, ASDM may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing/ email.
3. Performance Guarantee of 5% of total work order to be submitted per centre per job role, post providing of target to the center and may be forfeited on establishment of non-performance as per guidelines. MD, ASDM reserves the right to decide the establishment of non-performance by TP.
4. This RFP and along with the MoA format is enclosed herewith as Annexure I, form an integral part of the whole tender process and should be read in entirety.

● **Force Majeure-  
Definition:**

1. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder

2. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

**3. Notification procedure for Force Majeure**

1. The affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under

Force Majeure it shall give the claiming Party written notice of such dispute within thirty (30) days of such notice.

2. Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall within seven (7) days hereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations.

### **3. Consultation and duty to mitigate**

The affected Party shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure event and restore its ability to perform its obligations under this Agreement as soon as reasonably practicable. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses of each Party resulting from the Force Majeure event. The affected Party shall keep the other Parties informed through written communication of its efforts to remedy the effect of the Force Majeure event and shall make reasonable efforts to mitigate such event on a continuous basis and shall provide written notice of the resumption of performance hereunder.

### **4. Dispute Resolution: -**

The parties will try to mutually resolve any disputes as far as practically possible. In case, the dispute could not be resolved mutually, the parties will go for Arbitration. The place of Arbitration will be at Guwahati only. Also, all legal matters arising out of this agreement will be subject to the jurisdiction of the Hon'ble courts situated at Guwahati only.

### **5. Performance Guarantee, Penalty and Liquidity Damages**

In case the deliverable is delayed beyond the submission date or the revised completion date (as agreed by ASDM in writing), penalty will be liable as per terms of Memorandum of Association or Agreement signed between Training Provider and ASDM.

### **Scope of Work:**

Successfully empaneled Training Providers will have to implement the following clauses for imparting short term skill training to 100 candidates in Kamrup Metro:

1. The Training Provider shall commence the work (skill training) not later than fifteen days from the date of release of the targets to the Training Centers in the MIS system of ASDM otherwise the target and the Performance Guarantee shall be forfeited.
2. The Short Term Training program will be of 400 hours duration in the Jobrole Health Aide, QP Code HSS/Q5102.
3. The Training Provider shall employ qualified and experienced Personnel / trainers having the minimum qualification and experience parameters as specified by the respective Sector Skill Councils for their respective QPs. The trainers should mandatorily pass the Training of Trainers (ToT) program conducted by the SSCs and the workorder.
4. The Training Provider will be responsible for candidate mobilization / counselling of enthusiastic candidates and carrying out training, assessment, certification and post certification tracking of the successfully certified candidates.
5. The Training Provider will also provide all the necessary post training support for Self Employment of the successfully trained youth.
6. Also, ASDM shall monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Program Monitoring and Evaluation shall be conducted through various means including an online Management Information System (MIS) that has been designed, developed and deployed by ASDM.
7. Subcontracting or Franchising Private Training Partners cannot subcontract the conduct of training. Private Training Partners cannot operate the training centres via a franchisee arrangement.
8. The Training Center for conducting classes should be as per SSC norms and should contain all the equipment and training facilities for conducting Skill Training program.
9. The Training Center should have residential facilities to provide accommodation to the trainees and the facilities should meet the standard criteria of residence as per ASDM guidelines.

## **TECH 1**

***(On letter head of the Applicant organisation signed by  
authorized representative)***

### **Cover Letter**

**To**

The Mission Director  
Assam Skill Development  
Mission Guwahati, Assam

Sub: Empanelment of Training Providers with Assam Skill Development Mission (ASDM) for providing Short Term Training to 100 candidates as Home Health Aide in Kamrup Metro.

Dear Sir,

We the undersigned request you to empanel us as Training Partner with Assam Skill Development Mission. We make the following declarations:

1. We have understood the requirements, terms and conditions of the Training Schemes of ASDM, and we accept the same. We also agree and undertake to abide by all the terms and conditions.
2. We have submitted application in the prescribed format. We agree to offer any further clarifications and explanations on the application submitted.
3. We understand that our proposal would be evaluated by ASDM, which may accept or reject our proposal or accept our proposal with modifications. We acknowledge the right of ASDM to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the notice inviting application and is correct to the best of our knowledge and understanding.
5. We would be solely responsible for any errors/omissions/false information in our Proposal. We acknowledge that ASDM will be relying on the information provided in the Proposal and the documents accompanying such Proposal for empanelment of the applicant for the aforesaid program, and we certify that all information provided in the application and the Formats attached herewith are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Proposal are true copies of their respective originals.
6. We agree that whenever required, we shall allow a physical inspection of our training facility by ASDM.
7. We shall commence training under the Scheme only in the event that targets are allotted to us by ASDM.
8. This Proposal is unconditional and we hereby undertake to abide by the terms and conditions of the Scheme/schemes or any further terms and conditions as may be imposed by ASDM.
9. Non-refundable tender fee is submitted via Demand Draft No/ Banker Cheque No \_\_\_\_\_ of

Bank

\_\_\_\_\_ dated \_\_\_\_\_.

10. EMD details-Thanking you and ensuring best of the services.

Yours Sincerely, Name: Designation: Complete Address: Seal and Stamp:

**(On letter head of the Applicant organization signed by  
authorized representative)**

**TECH 2**

**Data Sheet of the Organization**

Sl. No.	Description	Details	
1	Name of Applicant Organization		
2	Constitution of the Firm (Submit copy of Registration / Incorporation)		
3	Registration Number		
4	Date of Registration / Incorporation		
5	Place of Registration / Incorporation		
6	PAN Card Number (Submit copy of PAN Card of the Applicant Organization)		
7	Name of Authorized Signatory (enclose Power of Attorney)		
8	Designation of Authorized Signatory		
9	Contact Address and Number		
10	Primary point of contact (if different from Authorized Signatory)	Name:	Email:  Contact No.:
11	Secondary Point of Contact:	Name:	Email:  Contact No.:

Name:  
Designation:  
Complete  
Address: Seal  
and Stamp:

*(On letter head of the Applicant organization signed by authorized representative)*

**TECH 3**

**Information and photographs of Center**

**TP Name:**

Sl. No	Name of TC	Address	District	Total capacity of the center	No of ToT certified Trainer	ToT Trainer ID (TR ID)	No of Classroom	No of Lab
1								
2								
3								

**TECH 4**

**Self-declaration for not being blacklisted**

***An affidavit on a non-judicial stamp paper of INR 100/- signed by Authorized Signatory***

I,.....(name of Authorized Signatory)  
of.....(*Name of the Organization*), do hereby declare, that we  
have not come across any written directive by any government/government agency /Donor  
or funding agency in India, blacklisted..... (*Name of the Organization*)  
against providing such services as mentioned in the RFP.

Name of the  
Signatory:  
Designation:  
Organisation:  
Email:  
Phone Number:

**Note- To be Notorized**



***(On letter head of the Applicant organization signed by authorized representative)***

**TECH 5: Self-Declaration**

***Declaration to be submitted under the signature of Authorized Representative /  
Signatory of the applicant agency on official Letterhead and official seal***

**To whomsoever it may concern**

On the basis of registration document / certificates, we M/s..... (Name of Organization), having office at..... (Office address), hereby give our consent for following the guidelines / circulars / office orders / notification etc. of ASDM & SEED and NSDC & amended from time to time:

1. To run and maintain dedicated Training Centre as per given specification in the guidelines of ASDM
2. To mobilize and counsel people for the job role.
3. To hire / engage competent and eligible trainer (s) to undertake training in the proposed courses and ensure ToT as per norms of ASDM.
4. To adhere to the attendance system and bio-metric devices as per ASDM guideline
5. To arrange assessment and certification of trained youth as per ASDM guideline
6. To arrange post training support for Self Employment.
7. To ensure tracking of youth as per ASDM guideline.
8. To maintain all records of trainings, invoice generated and amount received including placement as may be instructed by ASDM from time to time.
9. We agree that the Training center if empaneled with ASDM, shall not simultaneously operate any scheme other than PLSDTP till the period of empanelment.

Name of the  
Signatory:  
Designation:  
Organization:  
Email:  
Phone

Number:

Date:

Place:

*(On letter head of the Applicant organization signed by authorized representative)*

**TECH 6: Mobilization Methodology**

Name of the  
Signatory:  
Designation:  
Organization:  
Email:  
Phone;

Date:

Place:

**TECH 7: Work Completion Certificate**



Name of the Signatory:

Designation:

Organization:

Email:

Phone Number:

Date:

Place:

## TECH 8: Grading Matrix

Sl. no	Particulars	Marks Allocated	Marks Obtained
1	SMART Accredited Centre • Yes -5 marks • No- 0 marks	5	
2	MoA with companies  • 1-3 = 5 Marks • 4- 6 = 10 Marks • 7 and above = 15 Marks	15	
3	No. of Govt Skill Training Schemes implemented (Work order to be submitted for evaluation) • 1-3 = 5 Marks • 4- 6 = 10 Marks • 7 and above = 15 Marks	15	
4	Number of work completion certificates from various Govt Department 2 nos. completion certificates = 5 Marks 3 to 5 nos. completion certificates = 10 Marks 6 to 10 nos. completion certificates = 15 Marks 11 and above = 20 Marks	20	
5	Infrastructure based on the following parameters 1. Type of Building RCC(should include Reception area/Counselling room/Placement room)- Yes -5 marks No- 0 marks  2. IP enabled CCTV camera to record the total training period with back up of 30 days Yes- 5 marks No- 0 marks  3. Separate Toilets for Male/ Female / Physically handicapped Yes- 5 marks No- 0 marks  4. High Speed Internet connectivity Yes- 5 marks No- 0 marks  5. Power Back up facility Yes- 5 marks No -0 marks	25	
6	Presentation	20	
	Grand Total	100	

**AGREEMENT BETWEEN**

**Assam Skill Development Mission (ASDM)**

**AND**

**Training Provider (TP)**

**FOR**

**Implementing the Assam Skill Development Programme with a target of training the youth of Assam and imparting short term modular skill development training and ensuring gainful employment of the candidates thereof.**

**THIS AGREEMENT has been made and agreed upon between the parties mentioned below: -**

**BETWEEN**

**Assam Skill Development Mission** represented through Mission Director, Assam Skill Development Mission at Katabari, DPS Road, NH-37, Garchuk, Guwahati- 781035 Hereinafter called the ("ASDM") which expression shall unless repugnant to the context thereof shall mean and include its administrator, successor in office, representative, assigns, of the **First party**,

And

Training Provider Name

.....  
society/trust/firm/company,etc.

Registered as .....

with registered

Training Provider Address

office

located

at .....

..... for its **Training**

**Centre** .....  
Training Centre Name and Address  
Authorized Person of TP

.....represented through ..... Hereinafter called the

Training Provider(TP) which expression shall unless repugnant to the context thereof shall mean

and include its successors, heirs, assigns, representative of the **Second party**.

WHEREAS, **Assam Skill Development Mission** (ASDM) under Skill, Employment and Entrepreneurship Department, Assam, is an Apex Body for all matters relating to skill development activities of the state for both public and private sector efforts, established with the mandate to produce skill development and livelihood avenues and increase income level of the states' youth.

The objective is to facilitate with skill training and capacity building for meaningful employment and amplify entrepreneurship opportunities in the state. The long-term objective is to address the issues of unemployment and poverty whilst ensuring optimum utilization of the state's human resource. The Apex Body also works towards improving employability, creating skilled manpower, generating productive assets and stimulating rural economy, upholding dignity of labour. ASDM focuses on meaningful employment that can make a positive impact on State socioeconomic status. The core idea is to help the populace reap the benefits of an economic boom through skill development.

And Whereas the **Training Provider (TP)** provides skill training and has been empanelled for the aforesaid training programme in the State of Assam and a time bound target has also been determined for achieving the objective in consonance with the schemes of the Assam Skill Development Mission.

And whereas The Training Provider (**TP**) has been empaneled for imparting training and providing placements as per the norms of ASDM, subject to fulfillment of the terms and conditions of this Agreement, and for this the TP shall submit a Performance Guarantee(PG) of 5% of total work order value for its **training centers** (TCs), vide a Demand Draft/ or Bank guarantee in favour of Assam Skill Development Mission, before the approval of the targets to the TCs in the MIS system of ASDM. The PG should be valid for 6 months after the completion of project and agreement. The PG may be returned on demand by the TP only if ASDM authorities

are fully satisfied with the performance and completion of training cycle by the TP as per the grading matrix as mentioned in the RFP . The decision of the ASDM authorities in this regard will remain final.

NOW THIS AGREEMENT is entered by and between the parties hereto for imparting employment oriented successful training to the youth of the State on the terms, conditions and stipulations as set forth hereunder:

1. That the contract shall come into force and effect on ..... of signing of the agreement.
2. That the TP shall commence the work (skill training) not later than **fifteen** days from the date of release of the targets to the TCs in the MIS system of ASDM otherwise the target and the Performance Guarantee shall be forfeited.
3. The TP shall employ qualified and experienced Personnel / trainers having the minimum qualification and experience parameters as specified by the respective Sector Skill Councils for their respective QPs. The trainers should mandatorily pass the ToT programme conducted by the SSCs and as per terms and conditions mentioned in NIA and the work order.
4. The TP shall perform the Services and carry out their obligations here under with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.
5. The TP shall always act, in respect of any matter relating to this Contract or to the Services to ASDM , and shall at all-time support and safeguard ASDM's legitimate interests in any dealing with Third Parties.
6. That the TP shall hold ASDM's interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments or their own interests. If during the period of this contract, a conflict of interest arises for any reasons, the TP shall promptly disclose the same to ASDM and seek its instructions. In case of any concealment of the same by the TP, the Contract will be canceled with immediate effect.
7. That except with the prior written consent of ASDM, the TP and its Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the TP and its Personnel make public the recommendations formulated in the course of, or as a result of the Services. In case of any violation, Legal action against the TP may be initiated.
8. The TP shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from ASDM, and

payments made to its staff, and other costs.

9. That the TP shall periodically permit during the continuation of this contract and further up to five years from expiration or termination of this Contract, ASDM or its designated representative, to inspect the accounts and records and make copies thereof as well as to have them audited by auditors appointed by ASDM if so, required by ASDM itself or as the case may be. In case of any discrepancy, action may be taken against the TP.
10. The TP will be responsible for candidate mobilization / counselling, training, placement and post placement tracking. However the TP has to provide mobilized candidate as per availability. Aadhar Based candidates should be mobilized for registration and training only.
11. The TP shall not receive any income in connection with the engagement except as provided for in the Agreement unless specifically authorized by ASDM Authority. The TP shall not engage in training activities that conflict with the interest of ASDM under the Agreement.
12. The TP shall not hold any other training in the infrastructure that it has proposed for the training under Assam Skill Development Program, without prior permission of ASDM.
13. The TP shall not take any fees from the candidates under any pretext for the training being conducted under Assam Skill Development Mission Programme unless specified by ASDM. If any ambiguity found, legal action may be initiated.
14. TP should organize job mela or placement drives regularly from time to time for the students.
15. The TP shall not try to influence the third-party assessment in any way whatsoever, and shall duly inform ASDM in advance in case an assigned Assessor had a prior beneficial relationship with the TP. If any ambiguity found, legal action may be initiated. The entire process of the assessment to be completely CCTV captured in presence of DPMT/Employment Exchange Officer/MGNF/District Officials/DSC/DEC, backed by photographic evidence. If the TP is unable to produce the CCTV footage when asked for, the payment for assessment shall be withheld. MD ASDM reserves the right to cancel the payment if satisfactory evidence could not be produced in time.
16. The TP shall not subcontract the conduct of training. If any ambiguity found, legal action may be initiated.
17. The TP **should never** operate the training centers via a franchisee arrangement. If any ambiguity found, legal action may be initiated.
18. ASDM/ Authority shall timely monitor and evaluate the TP Performance.
19. ASDM shall monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be conducted through various means including an online Management Information System (MIS) that has been designed, developed and deployed by ASDM.



20. ASDM Authority shall disburse the payment as per the common cost & process norms, after all due verifications have been done for the submitted invoices. The Payment due on the part of ASDM Authority shall be made on the basis of the procedure prescribed for payment of training fee in accordance with the payment term. Prescribed percentage of attendance as per Standard Operating Procedure (SOP) to be maintained and clearly visible full photographs to be submitted during invoice submission. SOP, Cost and process norms is available in ASDM Portal/website. The last installment of payment (40%) will be released after Training provider has facilitated for bank tieups for loans to the certified candidates and submit proof of the same to ASDM.
21. ASDM may also sanction an order against the TP, including declaring the TP ineligible, either indefinitely or for a stated period of time, if it at any time it is determined that the TP has, directly or through an agent, engaged in corrupt, fraudulent, restrictive or coercive practices in competing for, or in executing, an ASDM-financed contract.
22. ASDM Authority can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for Government of India/State Government stance on various schemes being covered under the Mission, any modification or variation of the terms and conditions of this Contract not covered under the contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
23. The quality of performance related to the service, is the essence of the contract and in the event of failure to perform as per the term and condition of the contract and to the satisfaction of ASDM Authority, ASDM shall be free to take suitable decisions with respect to the continuance of the contract.
24. The general conditions of the contract, the Special Terms of Agreement and the Scope of Work as per Annexure 1, 2 and 3 attached to this agreement, terms and conditions mentioned in target allocation advice, cost and process norms as updated from time to time by ASDM shall be read and construed as forming part of the agreement and the parties hereto respectively abide by and submit themselves to the condition and perform the agreement on their parts respectively in such conditions contained.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**Signed by:**

\_\_\_\_\_

For and on behalf of  
[Assam Skill Development Mission]  
[Authorized Representative]

(Witnesses)

(i) \_\_\_\_\_

File Supervisor, ASDM

(ii) \_\_\_\_\_

\_\_\_\_\_

File Lead, ASDM

**Signed by:**

\_\_\_\_\_

For and on behalf of  
[Training Provider Name]  
[Authorized Representative]

(Witnesses)

(i) \_\_\_\_\_

Centre SPOC

(ii)

Other

## **Annexure 1**

### **GENERAL CONDITIONS OF THE CONTRACT**

#### **1. Definitions of terms:**

In this contract (as hereinafter defined) the following words and expressions shall have meanings hereby assigned to them except where the context requires otherwise:

- a. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- b. "Training Provider" or "TP" means the private training provider which provides skill training and is empaneled by Assam Skill Development Mission. "Contract" shall mean the agreement between the ASDM Authority and the TP, duly signed by the parties to the agreement through their authorized representative, for the execution of the work as prescribed in the scope of work of this document and all terms and conditions mentioned hereinafter.
- c. "Day" means calendar day.
- d. "Effective Date" means the date on which this Contract comes into force and effect.
- e. "ASDM" means Assam Skill Development Mission (ASDM) that has entered into the contract with the TP.
- f. "Government" means the Government of India /Assam.
- g. "Party" means "ASDM" being the First Party or the "Training Provider" being the Second Party, as the case may be, and "Parties" means both of them.
- h. Cost & Process Norms will mean the Cost & Process norms as are notified from time to time by ASDM.
- i. "Services" means the work to be performed by the Training Provider pursuant to this Contract.
- j. "Third Party" means any person or entity other than "ASDM" or the "Training Provider".
- k. "In writing" means communicated in written form with proof of receipt.
- l. "Programme" means Skill Development Programme of the State of Assam.

#### **2. Entire Agreement:**

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make any change and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

3. **Expiration of Contract:**

Unless terminated in pursuance of the provisions contained in this agreement hereunder, this Contract shall expire within twelve months from signing of the contract..

The contract between the parties may be extended by execution of a new Agreement after the date of expiry if agreed by both the parties.

4. **Authorized Representatives:**

Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by ASDM or the TP may be taken or executed by the officials as specified hereunder:

- a) Mission Director of ASDM for the First Party
- b) Authorized person of the TP.

5. **Relationship between the Parties:**

Nothing contained herein shall be construed as establishing a relationship of master and servant or of principal and agent as between ASDM and the TP. The TP, subject to this Contract, has complete charge of their Personnels performing the Services and shall be fully responsible for the Services performed by them or on their behalf here under.

6. **Notices:**

- a) Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Contract
- b) The 2<sup>nd</sup> Party may change its address or Its training centre address only with due approval of ASDM hereunder by giving the notice in writing of such change or in the case of ASDM, if notified vide a notification/ office order/ circular and displayed on the website.

7. **Location:**

The Services shall be performed in the State of Assam, at such locations as are approved in MIS system of ASDM.

**Taxes and Duties:**

- a) The TP shall be responsible for meeting all tax liabilities arising out of the Contract or in the course of provision of its services.
- b) The income tax etc., if applicable, shall be deducted at source from the payment to the TP as per the law in force at the time of payment.

8. **Fraud and Corruption**

It is ASDM's policy to require that ASDM as well as TP should observe the highest standard of ethics during the execution of the contract. In pursuance of this policy, for the purpose of this provision, the terms are set forth herein below: -

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of

anything of value to influence the action of a public official in the selection process or in contract execution;

- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
- c. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process, or affect the execution of the contract;
- d. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of the contract.
- e. Neither ASDM nor the TP shall engage in any corrupt, fraudulent, coercive or restrictive practices during the term of the Contract or any extension thereof.

## **9. Force Majeure**

### **A. Definition –**

- i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, epidemic, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii. Force majeure shall not include (i) any event which is caused by the negligence or intentional action of Party or agents, employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the

time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.

- iii. ASDM will decide the eventuality of Force Majeure which will be binding on both the parties.

**B. No Breach of Agreement:**

The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

**C. Measures to be taken:**

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfil its obligations hereunder with a minimum of delay.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

**D. Extension of Time:**

Any period within which a Party shall, pursuant to this Agreement, 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.

**E. Consultation:**

Not later than thirty (30) days after the TP has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

**10. Suspension:**

ASDM may, by written notice of suspension to the TP, without any obligation (financial or otherwise) suspend all the payments to the TP hereunder if the TP shall be in breach of the Agreement or shall fail to perform any of its obligations under the Agreement, including the carrying out of the Services; provided that such notice of suspension:

- a. Shall specify the nature of the breach or failure, and
- b. Shall provide an opportunity to the TP to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the TP of such notice of suspension. The

above action will be taken by ASDM as and when deemed fit.

In case of non-fulfillment of the terms of this Agreement, ASDM reserves the right to suspend or terminate the agreement, forfeit the Performance Guarantee, recovery of the payments or installments released to the concerned TP and may also Blacklist the TP in case of malpractices.

#### **11. Termination for Default:**

##### **a. Termination for Default:**

ASDM may, without prejudice to any other remedy for breach of Agreement, by a written notice of default of at least 30 days sent to the TP, terminate the Agreement in whole or in part. The reasons for termination shall include but not limited to the following cases:

- i. If it is discovered at any stage that the TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to the programme.
  - ii. If the TP, in the judgment of ASDM, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
  - iii. If the TP commits breach of any condition of the Agreement.
  - iv. If the TP is disempowered at any stage during the course of the Agreement.
  - v. The TP fails to comply with any final decision reached as a result of arbitration proceedings;
  - vi. The TP fails to comply to the decisions of the ASDM;
  - vii. The TP submits to ASDM a statement which has a material effect on the rights, obligations or interests of ASDM and which the TP knows to be false;
  - viii. As the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than thirty (30) days.
- b. **Termination for Insolvency-** ASDM may at any time terminate the Agreement by giving a written notice of at least 30 days to the TP, if the TP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ASDM.
- c. **Termination for Convenience –** ASDM, by a written notice of at least 30 days sent to the TP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for ASDM's convenience, the extent to which performance of the TP under the Agreement is terminated, and the date upon which such termination becomes effective.

- d. **Limitation of Liability-** In no event shall either party be liable for consequential, incidental, indirect, or punitive loss, damage or expenses (including lost profits). The TP shall not be liable to the other hereunder or in relation hereto (whether in Agreement, tort, strict liability or otherwise) for more than the annual value of the training fees and any incentive paid (including any amounts invoiced but not yet paid) under this Agreement.
- e. **Termination by the TP –** The TP may, by not less than thirty (30) days' written notice to ASDM, such notice to be given after the occurrence of any of the events, terminate this Agreement if:
  - i. ASDM is in material breach of its obligations pursuant to this Agreement and has not remedied the same within forty-five (45) days (or such longer period as the TP may have subsequently agreed to in writing) following the receipt by ASDM of the TP's notice specifying such breach;
  - ii. As the result of Force Majeure, the TP is unable to perform a material portion of the Services for a period of not less than thirty (30) days; or
  - iii. ASDM fails to comply with any final decision reached as a result of arbitration.
- f. **Payment upon Termination –** Upon termination of the Agreement, no payment shall be made by ASDM to the TP.
- g. **Cessation of Rights and Obligations and Services:** Upon termination of this Agreement or upon expiration of this Agreement, all rights and obligations of the Parties hereunder shall cease, except
  - i. Such rights and obligations as may have accrued on the date of termination or expiration,
  - ii. The obligation of confidentiality,

The TP's obligation to permit inspection, copying and auditing of its accounts and records by ASDM. Upon termination of this Agreement by notice of either Party to the other Party, the TP shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**h.** Batch extension and invoice submission timelines, Recovery.

**1. Batch date extension will be allowed only one time subject to submission of valid justification for extension by TP and acceptance of the same by MD, ASDM.**

2. The TP should raise 1<sup>st</sup> installment bill within one month (30 days only) of batch start date, 2<sup>nd</sup> installment bill within one month (30 days only) of declaration of result of a particular batch and 3<sup>rd</sup> installment, within one month (30 days only) of the completion of the batch cycle, i.e. of completion period of three (3) months post placement of the candidates. Beyond the prescribed time limits, bills will be rejected. Also, recovery of



amount disbursed to the TP will be initiated if the TP fails to claim 2<sup>nd</sup> installment within the time limit and/or for the failed candidates in the assessment process.

**Forfeiture of Performance Guarantee:** Performance Guarantee will be forfeited for the TPs not completing the full life Cycle of the training program as per defined timeline.

The PG submitted by the TP can be forfeited in the following cases:

- a. If the TP is dis empaneled for any reason as prescribed in the Special Conditions of the Contract.
- b. If the TP does not start training of candidates **within 15(Fifteen) days** of receiving the work order.
- c. If the contract is terminated for default or insolvency.
- d. Any other case, if the ASDM so decides.

## **12. Fairness and Good faith**

- a. **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- b. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness. **As far as possible, any disputes between the parties shall be amicably solved with mutual understanding and written consent by both the parties.**

## **13. Payments:**

All payments will be released as per laid down norms of ASDM through Cost and Process Norms, which would be updated from time to time by notification or office order or circulars/website. The bills will be submitted after completion of each milestone for each batch, with supporting documents as proof of completion of the milestone. All payments will be carried out in ASDM MIS system(submission of invoices, etc). All batches and training data will have to be mandatory uploaded in ASDM MIS for processing of payments etc. Uploading of requisite documents for invoice processing has to be uploaded in MIS in time bound manner. ANY discrepancy in documents highlighted should be promptly modified or changed as required.

**14. Books and Records:**

- a. A Training Provider shall maintain a separate Bank Account for receiving payments from ASDM and incurring all expenditure relating to the scheme.
- b. A TP shall have to maintain proper books and records of the Receipts and Payments in the form of Cash Book, Cheque issue register, vouchers for expenditure etc.

**15. Mutual rights and obligations**

The mutual rights and obligations of ASDM and the TP shall be as set forth in the Contract, in particular:

- a. The TP shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b. ASDM shall make payments to the TP in accordance with the provisions of the Contract, cost norms and process norms after making relevant deductions and conduct of due diligence and audit.

**16. Safety regulations**

In respect of all the trainers and trainees engaged by the TP directly or indirectly involved in the work for the performance of TP's part of this Agreement, the TP shall at his own expenses arrange for all the safety provisions as per the applicable laws in force.

**17. General rules**

Smoking, consumption of tobacco/alcohol or use of any abusive substances by any trainer and trainees and any personnel engaged by the TP within the entire area of the training centre and in the institute campus in general are strictly prohibited. Violators of this rule shall be prosecuted as per law and discharged immediately from the training. Security and appropriate behavior towards trainees should be taken care of by the TP/TC.

**18. Interpretation**

- a. If the context so requires, singular means plural and vice versa
- b. Any waiver of a Party's rights, powers or remedies under the agreement must be in writing, dated and signed by an authorized representative of the party granting such waiver and must specify the right and the extent to which it is being waived.
- c. Subject to the conditions of the above clause, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the agreement or the granting of time by either parties to the other shall prejudice, affect or restrict the right of that party under the agreement, neither shall any waiver by either party of any breach of agreement operate as waiver of any subsequent or continuing breach of agreement.
- d. Severability: If any provision or condition of the agreement is prohibited or rendered invalid or unenforceable, such prohibitions, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the agreement.

**19. Governing law**

The Agreement shall be governed by and interpreted in accordance with the laws of the Assam State/ The Country (India).

**20. Jurisdiction**

The Parties to the agreement hereby submit to the jurisdiction of the Hon'ble Courts situated at Guwahati only for the purpose of actions and proceedings arising out of this contract.

**21. Amicable settlement:**

In case of dispute between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. **The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, the Parties may go for Arbitration.**

**22. Arbitration:**

- a. In the case of dispute arising upon or in relation to or in connection with the contract between ASDM/Authority and the TP, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. The arbitral proceedings shall be conducted by the sole arbitrator. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings. The decision of the arbitrator shall be final and binding upon both parties and the parties agree to be bound thereby and act accordingly. The Arbitration proceedings shall be held in Guwahati, Assam only.
- b. The limitation period for referring the dispute to the Arbitrator will be 90 days from the first instance of dispute.

## **Annexure 2**

### **Scope of Work**

The scope of work to be undertaken by the Training Providers will be as below:

#### **1. Mobilization, Pre-Counselling and Registration of candidates by Training Providers**

- a. Awareness creation in the districts in which it has been empaneled.
- b. Candidate Pre-Counselling: Counselling job seekers registered on the ASDM portal for their training needs, career options and career planning.
- c. **Listing out the type and categories of jobs as per tender documents and mapping them with Letter of Intent submitted along with the tender.**
- d. Counselling the candidate and their parents on the available job opportunities/ training locations and set their expectations on jobs, relocation requirements and compensation.
- e. TPs shall collect copies of the prescribed documents at the time of enrolment and match them with the originals.

#### **2. Course and Curriculum Design**

Training Providers need to design training curriculum and plans based on NSQF and job roles as prescribed by sector skill councils.

#### **3. Training**

- a. TP need to ensure for the assignment of trainers to the batches.
- b. Training Providers to ensure that trainers are ToT certified by SSCs as per the process norms
- c. The TP would need to install AADHAAR enabled biometric attendance device to capture the biometric attendance of trainers and trainees.
- d. Ensuring adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/ Qualification Packs.
- e. Depending on the sector, practical on-job training may be allowed. The same shall be communicated to ASDM before the commencement of the training.
- f. IP enabled CCTV camera recording of the training process should be kept as back up and ASDM may refer to the recording in case of discrepancy. Non compliance to the above will liable for penalty.

#### **4. Branding –**

- a) The TP will have to adhere to the Centre Branding guidelines issued by ASDM from time

to time.

- b) The process and Cost Norms may include any further scope of work, not mentioned herein above.
- c) The TP shall place banners and other publicity related material in the premises of training centre and surroundings with the logo of ASDM prominently displayed along with specifications provided by ASDM after empanelment only.
- d) The TP shall put the logo of ASDM and key messages/taglines on all advertisement materials as per the specifications given by ASDM. All details and specifications of ASDM branding along with notifications to be taken from ASDM official website.

#### **5. Placement of Candidates –**

It is the responsibility of the TP to place the candidates as per the Cost & Process Norms. A candidate shall be considered as placed only if the conditions of the Cost & Process Norms are fulfilled.

### **Annexure 3**

#### **Special Terms of Agreement**

##### **1. Process Guidelines:**

The TP shall follow the Process Norms and scheme specific guidelines as notified by ASDM from time to time for implementing the contract.

##### **2. Syllabus**

The syllabus outlines have to be as per the QPs / NOSs of SSCs or as specified by ASDM and approved by NCVET.

##### **3. Assessment & Certification:**

Each candidate has to be assessed and certified as per the mechanism laid down by ASDM. The certification would be done by assessors of the Assessment Agencies empaneled with the SSCs and ASDM.

##### **4. Schedule of payments:**

Payment will be released as per ASDM cost and process manual, which will be updated as required from time to time and all provisions of the updated version of the cost and process manual will be applicable immediately from the time of publication of the same.

##### **5. Payment Terms:**

- a. Training fees payments would be released as per updated cost and process norms document released by ASDM from time to time.
- b. ASDM shall disburse the payment after all due verifications have been done for the submitted documents as required against each instalment which has been defined in the cost and process norms as updated from time to time. **Also, the TP has to claim bill for each of its installments within time limits prescribed of the necessary process of training for that installment. No bill will be received beyond that period for the respective installment of the concerned TP as mentioned in this agreement.**

##### **6. Batch Size:**

The minimum and maximum size per batch allowed for the programme is as per the Process norms.

##### **7. Performance and Placement Review-**

Performance of TPs shall be reviewed on the basis of achievement of training and placement of targets against the targets issued for the period. The parameters on which the review would be done are as follows:

- i. Achievement of Training Targets will be based on: -
  - a) Number of targets received Vs Number of candidates trained
  - b) Number of candidates trained Vs number of candidate certified
  - c) Number of candidate certified Vs number of candidate placed

- ii. Attendance of Training batch: The minimum attendance will be prescribed in the Cost & Process norms which will be mandatory to qualify for assessments.
- iii. Achievement of Training Certification; for the calculation of achievement of the training certification, candidates should appear for their assessment with the certified assessors as per the prescribed Process Norms.
- iv. Achievement of Placement Targets: No. of candidates placed based on the number of candidates who successfully pass their third-party assessments and can be considered as placed as per Process norms.

## **8. Disempanelment**

Training centre would be inspected from time to time and all the reports pertaining to the centre performance would be reviewed by ASDM and based on the progress and fair practice usage to attain the target, ASDM would conclude on the performance of the TP. A Training Provider can be disempaneled, for the below mentioned reasons:

- ❖ Not able to perform as per the timeline or as per target
- ❖ Wrong or fake documents submitted with ASDM office to show positive performance
- ❖ Any unfair or illegal means or practice used by TP to show a positive performance
- ❖ Any practice without the consent of ASDM or Legal Body which might lead to legal complexities in the future. (License renewal and other legal formalities must be completed by the TP and information shared with ASDM).
- ❖ Any reduction of tools and equipment for training with respect to job role approved by ASDM during centre approval process.