



REQUEST FOR PROPOSAL (RFP)

Selection of Training Partner's to implement Short Term Skill Training in NSQF aligned job roles under Placement Linked Skill Development Training Program (PLSDTP) Scheme of Assam.

District-Hailakandi

RFP NO ASDM-3689/2025/Hailakandi/STT-2025-26/23

Dated- 28/07/2025

GOVT. OF ASSAM
ASSAM SKILL DEVELOPMENT MISSION
NH: 37 GARCHUK

GUWAHATI-781035



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. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids 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 any way in this Selection Process. The Authority/Client also accepts no liability of any nature whether resulting from negligence or otherwise however caused a rising 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, may 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 what so ever.

SECTION-I

REQUEST FOR PROPOSALS

Proposals are invited online by the undersigned for “Empanelment of Training Providers with Assam Skill Development Mission (ASDM) for providing Short Term Skill Training in NSQF aligned job roles under Placement Linked Skill Development Training Program (PLSDTP) in Assam for the Financial Year 2025-26, which may be extended for up to 3 years based on performance, budget etc.

The data sheet of RFP is as follows: -

Sl. no	Particulars	Date and Time
1.	Date and Time of issue of RFP Document and its availability for download.	From 28/07/2025 at 05:00 PM Website:- http://assamtenders.gov.in & https://asdm.assam.gov.in/portlets/tenders
2.	Date and Time of Pre Bid Clarifications	Pre Bid Clarifications to be sent to kunal.sutradhar@govcontractor.in , asdmkunal@gmail.com on or before 02/08/2025 till 05:00 PM. No Pre Bid Queries will be accepted after due date of the Bid clarifications.
3.	Due date and time for submission of reply to Pre-bid clarifications.	Reply to Pre Bid Clarifications will be submitted in https://asdm.assam.gov.in on or before 11/08/2025
4.	Timeline for submission of the proposal by the eligible bidders in the office of the Proposal Inviting Authority.	19/08/2025 till 05:00 PM
5.	Timeline for opening of the proposal by the eligible bidders in the office of the Proposal Inviting Authority.	20/08/2025 at 1pm onwards.
6.	Tender Processing Fee(non-refundable)	₹ 500/- to be submitted online in http://assamtenders.gov.in
7.	EMD/Bid Security	₹34,422/- (Rupees thirty Four Thousand Four Hundred and Twenty Two) Only for Pvt. Institutions & Institutions in running in the mode of PPP (Public-Private Partnership) be submitted online in http://assamtenders.gov.in Nil for Govt. ITI s / Polytechnics / Govt. Training Institutions / Govt. Schools / Colleges.
8.	Validity of Bid Security/EMD	Will be refunded after award of contract.
9.	Performance Security	Selected Bidder to submit Performance Security in the form of Demand Draft payable to “Mission Director Assam Skill Development Mission” for a value of 10 % of the contract awarded within 14 days from the date of issue of LOA (Letter of Acceptance). Nil for Govt. ITI s / Govt. Polytechnics / Govt. Training Institutions / Govt. Schools /Govt. Colleges.

Bidders who seek to appeal against any decision, action or omission regarding this particular procurement may do so as per Section 38 of the Assam Public Procurement Act, 2017 and Rule 26 of the Assam Public Procurement Rules, 2020. The first and second appellate authority are as mentioned below:

First Appellate Authority	Second Appellate Authority
Hanif Noorani, ACS , Joint Secretary to the Govt. of Assam, Skill, Employment & Entrepreneurship Department. Address: D Block, 1st floor, Assam Secretariat, Dispur, Ghy-06	Sri Virendra Mittal, IAS, Commissioner & Secretary to the Govt. of Assam, Finance Department Address: 2 nd Floor, F, Assam Secretariat, Dispur, Ghy-06 Phone No:- 0361-2237455

Sd/-

Proposal Inviting Authority: - Mission Director
Assam Skill Development Mission

SECTION-II

1. Instructions to Training Institutions / Providers:

Scope of Work: Training will be imparted by NCVT/SCVT affiliated Govt. ITI s / Polytechnics / Govt. Training Institutions / Govt. Schools / Colleges, Training providers (Pvt. Company/Limited Company/Firms/NGO/Society/Trust/LLP) **(As a whole may be referred to as Training Partners).**

Short Term Skill Training (STT) for the below job roles in the district mentioned **following SSC norms**

Name of District	Sector	Job Role	QP Hour	Course Category	Rate Per Hour (₹)	Target	Total Cost (₹)	MIS Portal Charges @Rs.300 per candidate	Total Training Cost
Hailakandi	Healthcare	General Duty Assistant	570	II	40	50	11,40,000.00	15,000.00	11,55,000.00
	Management & Enterprise	Office Assistant	330	III	33.4	50	551,100.00	15,000.00	5,66,100.00
Total									17,21,100.00

Successfully empaneled Training Institutions / Provider will have to implement the following clauses for imparting short term skill training

1. The Training Provider shall commence the work (skill training) not later than 15(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 Security shall be forfeited.
2. 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 and certificate should be produced along with Trainers ID (TRID) as published in Skill India portal.
3. 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. All candidates should have valid Aadhar card with proof of residence of Assam for registration of candidates in ASDM MIS portal. Biometric enabled Attendance System has to be installed along with IP enabled CCTV camera and high speed broad band internet for conducting of training.
4. The Training Provider will also provide all the necessary post training support for Self-

Employment of the successfully trained youth like bank linkage for Loan support and also provide linkage with other Department schemes which may be supportive to the entrepreneur.

5. 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.
6. **Subcontracting or Franchising Private:** Training Partners cannot subcontract the conduct of training in any mode. Private Training Partners cannot operate the training centers via a franchisee arrangement.
7. 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.
8. **The Training Partner should have active center in the district and inspection will be carried out of the center prior to empanelment simultaneously with technical evaluation. Photographic evidence of center to be submitted.**
9. **The list of candidates to be enrolled for the training to be mandatorily certified by the Employment Officer of the district.**

General Provisions

I. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Training Provider.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in India, or as they may be issued and in force from time to time.
- (c) “Client” means the procuring entity that signs the Contract for the Services with the selected Training Provider.
- (d) “Training Provider” means a legally established ITI, Govt. Training Institutions / Schools / Colleges or an entity that may provide or provides the Services to the Client under the Contract.
- (e) “Contract” means a legally binding written agreement signed between the Client and the Training Provider.
- (f) “Data Sheet” means an integral part of the Instructions to Training Providers (ITTP) Section 3 that is used to reflect assignment conditions to supplement, but not to overwrite, the provisions of the ITTP.
- (g) “Day” means a calendar day.
- (h) “Government” means the Government of Assam.
- (i) “ITTP” means the Instructions to Training Providers that provides the participating Training Providers with all information needed to prepare their Proposals.
- (j) “Proposal” means the Technical Proposal of the Training Provider.
- (k) “Proposal Inviting Authority (PIA)” means the official/committee duly authorized to issue RFP& receipt the proposal.
- (l) “RFP” means the Request for Proposals to be prepared by the Client for the selection of Training Provider(s).
- (m) “Services” means the work to be performed by the Training Provider pursuant to the Contract.

II. Introduction

- i. The Client (i.e., Procuring Entity) named in the **Data Sheet** intends to select a Training Provider, in accordance with the method of selection specified in the **Data Sheet**.
- ii. The Training Providers are invited to submit a Technical Proposal, as specified in the **Data Sheet**, for skill training services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for selection and ultimately signing the Contract with the selected Training provider.
- iii. The Training Providers should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-bid meeting if one is specified in the Data Sheet. Attending any such pre-proposal conference is optional and is at the Training Providers' expense. In case, the Client decides for a virtual meeting, the link shall be forwarded to the participating firms beforehand.
- iv. The Client will timely provide, at no cost to the Training providers, the inputs, relevant project data, and reports required for the preparation of the Training Provider's Proposal as specified in the Data Sheet.

III. Conflict of Interest

- i. Conflict of Interest for a Procuring Entity or its personnel and Training Providers is considered to be a situation in which a party has interests that could improperly influence that performance of its duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.
- ii. Govt. of Assam describes the situations in which a Procuring Entity or its personnel may be considered to be in Conflict of Interest include, but are not limited to the following-
- iii. Conflict of Interest occurs when the private interests of a Procuring Entity or its personnel, such as personal, non-official, extra- professional or other relationships or personal financial assets, interfere or appear to interfere with the proper performance of its professional functions or obligations as a procurement official;
- iv. Within the procurement environment, a Conflict of Interest may arise in connection with such private interests as personal investments and assets, political or other social activities and affiliations while in the service of the Procuring Entity, employment after retirement from service or of relatives or the receipt of a gift that may place the Procuring Entity or its personnel in a position of obligation;
- v. Conflict of Interest also includes the use of assets of the Procuring Entity including human, financial and material assets, or the use of the office of the procuring entity or knowledge gained from official functions for private gain or to prejudice the position of someone the Procuring Entity or its personnel does not favor;

- vi. Conflict of Interest may also arise in situations where the Procuring Entity or any of its personnel is seen to benefit directly or indirectly or allow a third party, including family, friends or someone they favor, to benefit directly or indirectly from the decision or action of the Procurement Entity;
- vii. The situations in which Training Providers participating in a procurement process or their representatives may be considered to be in Conflict of Interest include, but are not limited to the following–
 - a) If they or their personnel or representatives or agents have any relationship or financial or business transactions or interests with any official of the Procuring Entity that are directly or indirectly involved in or related to the procurement process or execution of contract;
 - b) If they receive or have received any direct or indirect subsidy from any other bidder;
 - c) If they have the same legal representative for purposes of the bid;
 - d) If they have a relationship with each other, directly or through common third parties that puts them in a position to have access to information about or influence on the bid of another;
 - e) If they participate in more than one bid in the same bidding process;
 - f) If they have controlling partners in common;

If a Training Provider or any of its affiliates participated as a Training Provider in the preparation of the design or technical specifications of the subject matter of procurement of the bidding process or were involved in such preparation in any way;
- viii. In case of a holding company having more than one independent unit or more than one unit having common business ownership or management, only one unit shall be allowed to submit proposal or quote to prevent any conflict of interest. Similar restrictions shall apply to closely related sister or subsidiary companies. Such Training Providers must proactively declare such sister or subsidiary company or common business or management units in similar lines of business.

IV. Unfair Competitive Advantage

Fairness and transparency in the selection process require that the Training Providers or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all participating Training Providers together with this RFP all information that would in that respect give such Training Provider any unfair competitive advantage over competing Training Providers.

V. Code of Integrity

- i. The Client and all officers or employees of the Client, whether involved in the procurement process or otherwise, or Training Providers and their representatives or service providers participating in a procurement process or other persons involved, directly or indirectly in any

way in a procurement process shall maintain an unimpeachable standard of integrity.

- ii. Govt. of Assam prescribes to the Client and Training Providers to uphold the Code of Integrity, which prohibits officers or employees of a Client or a person participating in a procurement process the following:
 - (a) Any offer, solicitation or acceptance of any bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process;
 - (b) any omission, including a misrepresentation that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
 - (c) any collusion, bid rigging or anti-competitive behavior to impair the transparency, fairness and progress of the procurement process;
 - (d) improper use of information shared between the procuring entity and the bidders with an intent to gain unfair advantage in the procurement process or for personal gain;
 - (e) any financial or business transactions between the bidder and any officer or employee of the procuring entity, who are directly or indirectly related to tender or execution process of contract;
 - (f) any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;
 - (g) any obstruction of any investigation or audit of a procurement process;
 - (h) making false declaration or providing false information for participation in–
 - (i) tender process or to secure a contract;
 - (ii) disclosure of Conflict of Interest;
 - (iii) disclosure by the Training Provider of any previous transgressions with any entity (Government or Semi-government) in India, during the last three years.
- iii. In case of any breach of the Code of Integrity by a Training Provider or a prospective Training Provider, as the case may be, the Client after giving a reasonable opportunity of being heard, may take appropriate measures including–
 - (a) exclusion of the Training Provider from the procurement process;
 - (b) calling off of pre-contract negotiations;
 - (c) recovery of payments made by the Client along with interest thereon at bank rate;
 - (d) cancellation of the relevant contract and recovery of compensation for loss incurred by the Client;
 - (e) debarment of the Training Provider from participation in future procurements of any Procuring Entity for a period not exceeding three years.

VI. Earnest Money Deposit (EMD) and Performance Security: -

- i. Pvt. Training Providers and Training Providers under PPP mode participating in the bidding process must furnish the required earnest money deposit (EMD). However, Govt. ITI s / Polytechnics / Govt. Training Institutions / Govt. Schools / Colleges are **exempted from submission of EMD.**
- ii. 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 incase proposals are re-invited.
- iii. The EMD is to be deposited online through the portal <https://assamtenders.gov.in> as per the mode and procedure prescribed in the website.
- iv. Refund of EMD: The EMD of unsuccessful applicants shall be refunded without any interest after completion of empanelment process.
- v. **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 14 working days of issue of Work Order. Agreement to be part of Tender Document in the format .
 - b. When the applicant withdraws or modifies his proposal after opening of proposals.
 - c. When the applicant does not deposit the Performance Security in the form of Demand Draft of value equal to 10% of the total value of the work order received, in favor of Assam Skill Development Mission before signing of the Agreement.
 - 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.

VII. Procedure for Bid Submission:

The bidders are requested to submit the following:

- i. Technical bid along with the Response to Pre-Qualification Criteria, Eligibility criteria Tender document fees and Earnest Money Deposit are to be submitted online in <https://assamtenders.gov.in>.
- ii. **Hard copy of Power of Attorney and Non -Blacklisting document on non-Judicial E stamp paper to be submitted in the office of the Mission Director, Assam Skill Development Mission before last date of submission of Bid.**
- iii. No hard copy of the other documents of the proposal except mentioned above is to be submitted.

Instruction for online submission:

Bids shall be submitted online in <https://assamtenders.gov.in> as detailed below: -

- i. The participating bidders in the tender should register themselves free of cost on e-procurement portal in the website <https://assamtenders.gov.in>
- ii. Bidders can log-in to e-procurement platform in secure mode only by signing with the Digital certificates.
- iii. The bidders should scan and upload the respective documents in Technical bid as specified in the e-tendering portal. The bidders are advised to scan the relevant document with 100 DPI only to reduce the file size.
- iv. Technical bids are to be digitally uploaded in the e-tendering portal.
- v. Please Note that all the formats given has to be duly filled up, signed and submitted in the bid failing which the bid submitted shall be summarily rejected.
- vi. Assam Skill Development Mission reserves the right to accept or reject any proposal, and to amend/annul the tendering process/Public procurement process /RFP reject the entire proposal at any time prior to award of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders

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 /RFP 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.

VIII. Force Majeure**i. Definition:**

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.

- ii. Force Majeure shall not include insufficiency of funds or failure to make any payment required here under.
- iii. 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 here under.

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

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.

Measures to be taken:

A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay. 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.

The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

- I. **Extension of Time:** Any period within which a Party shall, pursuant to the Agreement to this RFP, 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.
- II. **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.

IX. 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, Assam.

X. Penalty Clause

That the TP shall commence the work (skill training) not later than 30 days from the date of release of the targets to the TCs in the MIS system of ASDM otherwise the target and the Performance Security shall be forfeited.

XI. Notices:

- I. Any notice, request or consent required or permitted to be given or made pursuant to the 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/speed post/courier service to such Party at the address specified in the Contract or over official email id.
- II. The 2nd Party may change its address or Its training center 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.

XII. Taxes and Duties:

- I. The TP shall be responsible for meeting all tax liabilities arising out of the Contract or in the course of provision of its services.
- II. 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.

XIII. 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. 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.

In pursuance of this policy, for the purpose of this provision, the terms are set forth herein below: -

- i. "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;
- ii. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of the contract;
- iii. "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;
- iv. "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.

XIV. 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.
- c. In case of non-fulfillment of the terms of this Agreement, ASDM reserves the right to suspend or terminate the agreement, forfeit the Performance Security, recovery of the payments or installments released to the concerned TP and may also Blacklist the TP in case of malpractices.
- d. Inspection of TP's training centers will be monitored, supervised and evaluated as per Standard Operating Procedures of ASDM. (Available at the official website of ASDM <https://asdm.assam.gov.in>) which may be updated from time to time as may be required as per circumstances like new Govt. guidelines etc.

XV. 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 disempaneled 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 beyond the stipulated time, even after giving ample opportunities by ASDM. MD, ASDM reserves the right to decide on the time frame and number of opportunities to be given to the TP.

Termination for Insolvency-

ASDM may at any time terminate the Agreement by giving a 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.

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.

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,
- iii. The TP's obligation to permit inspection, copying and auditing of its accounts and records by ASDM
- iv. 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 able effort to keep expenditures for this purpose to a minimum.

XVI. Batch extension and invoice submission timelines, Recovery.

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.

The TP should raise 1st installment bill within one month (30 days only) of batch start date, 2nd installment bill within one month (30 days only) of declaration of result of a particular batch and 3rd 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 2nd installment within the time limit and/or for the failed candidates in the assessment process.

XVII. Forfeiture of Performance Security:

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

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

- i. If the TP is disempanelled for any reason.
- ii. If the TP does not start training of candidates within 30(Thirty) days of receiving the workorder.
- iii. If the contract is terminated for default or insolvency.

- iv. Any other case, if the ASDM so decides.

XVIII. Fairness and Good faith

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.

Operation of the Contract: The Parties recognize that it is impractical in this RFP 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.

XIX. Books and Records

A Training Provider shall maintain a separate Bank Account for receiving payments from ASDM and incurring all expenditure relating to the scheme.

A Training Provider 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.

XX. 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, the TP shall at his own expenses arrange for all the safety provisions as per the applicable laws in force.

XXI. 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 center 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.

XXII. Interpretation

If the context so requires, singular means plural and vice versa

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.

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 RFP 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.

Severability: If any provision or condition of the RFP 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 RFP.

XXIII. Governing law

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

XXIV. Jurisdiction

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

XXV. 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.**

XXVI. Arbitration:

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.

The limitation period for referring the dispute to the Arbitrator will be 90 days from the first instance of dispute.

XXVII. Payment Terms:

Training fees payments would be released as per updated cost and process norms document released by ASDM from time to time. (Cost and Process norms available at the official website of ASDM <https://asdm.assam.gov.in>)

ASDM shall disburse the payment after all due verifications have been done for the submitted documents as required against each installment 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 for the necessary process of training for that installment. No bill will be received beyond that period for the respective installment of the concerned TP.

XXVIII. Location: The selected Training Partner should feed (Latitude & Longitude) the exact location in the MIS system as per the issued Work Order. In case, for any change of address, approval needs to be taken from ASDM authority.

Eligibility Criteria

Applicable for Training providers (Pvt. Company/Limited Company/Firms/NGO/Society/Trust/LLP)

Sl. no	Eligibility Criteria	Documentary Evidences to be attached
1	Entity should be legally bind to enter into an agreement with the client. Entity should be NCVT/SCVT affiliated ITI s / Polytechnics / Govt. Training Institutions / Govt. Schools /Colleges. Pvt.Company/Limited Company/Firms/NGO/Society/Trust/LLP etc.	Registration certificate / certificate of Incorporation / MoU / Govt. Notification.
2	The applicant should have at least 3 years of experience in skill training and placement thereof.	Placement related document to be submitted
3	The bidder is not Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU / Govt. (Central & State)	As per Tech 3
4	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices	
5	One registered / branch office should be located in the state of Assam for ease of operation, co- ordination &administration purpose.	
6	The authorized signatory should seal and sign all the bid document. A bid will be cancelled if a single document is left unsigned and all documents should be clearly signed.	Identity proof of the signatory Authority to be enclosed or Power of Attorney to be submitted where ever applicable
7	Bid Processing fee	Non-Refundable Bid Processing Fee of INR 500/- through online in https://assamtenders.gov.in
8	EMD fees	To be submitted online amounting to ₹34,422 (Rupees Thirty Four Thousand Four Hundred and Twenty Two) Only online in http://assamtenders.gov.in
9	The bidder should have a minimum average annual turnover of Rs. 34,42,200/- in last 3 (three) financial years and positive net worth (FY 2021-22, FY 2022-23, FY 2023-24)	Turnover certificate from CA along with Positive net worth Certificate. Not applicable for Govt. Institutions
10	The applicant should have industry linkages and submit proof in form of Letter of Intent for placement tie ups. Applicant Agency has to submit their Mobilization and Employment strategy with the bid document as per Tech 6	LOI from reputed Companies/ Organizations to be submitted along with valid email id and contact no, which may be verified by ASDM.

SECTION-III

Data Sheet

RFP DATA SHEET

A. General	
3.1	Name of the Client: Mission Director Assam Skill Development Mission, Katabari, Garchuk, Guwahati-781035 Method of selection: QBS (Qualifications Based Selection) described in the RFP Document
3.2	The name of the assignment is: “Request for Proposal (RFP) for Empanelment of NCVT/SCVT affiliated Govt. ITI s / Polytechnics / Govt. Training Institutions / Govt. Schools / Colleges, Training providers (Pvt. Company/Limited Company/Firms/NGO/Society/Trust/LLP) with Assam Skill Development Mission (ASDM) for providing Short Term Skill Training under Placement Linked Skill Development Training Program (PLSDTP) in Assam”
3.3	For Pre Bid Queries: Queries to be emailed in the below mentioned email id Name and designation of contact person: Kunal Sutradhar E-mail: kunal.sutradhar@govcontractor.in, asdmkunal@gmail.com <u>Time and Date: On or before 02/08/2025 till 05:00 PM</u>
3.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: As stated in Scope of Work Section II of ITTP.

3.5	The Proposal shall comprise the following: <u>Technical Proposal:</u> For Full Technical Proposal (FTP): (1) Power of Attorney to sign the Proposal (2) TECH-1 (3) TECH-2 (4) TECH-3 (5) TECH-4 (6) TECH-5 (7) TECH-6
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3.6	The total available budget for this Fixed-Budget assignment is: ₹17,21,100/- (Rupees Seventeen Lakh Twenty One Thousand and One Hundred) Only
3.7	The format of the Technical Proposal to be submitted is: FTP (Full Technical Proposal) Submission of the Technical Proposal in a wrong format may lead to the Prop being deemed non-responsive to the RFP requirements.

B. Submission, Opening and Evaluation	
3.8	(a) The Due date and time for online submission of Proposals is: 19/08/2025 till 05:00 PM
3.9	(a) Due date and time for online opening of Technical Proposal: 20/08/2025 at 1 pm

Grading matrix

3.10	Sl. no	Particulars	Marks Allocated
	1	MoA with companies (pre placement offers) ● 1-3 = 5 Marks ● 4- 6 = 10 Marks ● 7 and above = 15 Marks	15
	2	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
	3	Number of work completion certificates from various Govt. Department in Skill Training. 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
	4	Infrastructure based on the following parameters (Inspection to be carried out before technical evaluation) 1. Type of Building RCC/Assam Building (should include Reception area/Counselling room/Placement room)- Yes -4 marks No - 0 marks 2. IP enabled CCTV camera to record the total training period with back up of 30 days Yes -4 marks No - 0 marks 3. Separate Toilets for Male/ Female / Physically handicapped Yes -4 marks No -0 marks 4. High Speed Internet connectivity Yes-4 marks No -0 marks 5. Power Back up facility Yes - 4 marks No - 0 marks	20

	5	Presentation	30
		Grand Total	100
The evaluation will be as per the QBS (Qualifications Base selection) and the eligible bidder scoring the Highest Technical Score will be declared as H1 and will be awarded the contract. Minimum qualifying marks is 70. In case if more than 01 training provider achieves the qualifying marks the proposed center having Smart Accreditation will be selected and that training Provider will be opted for empanelment In case if the 2 highest qualifying Training Providers proposed centers are SMART accredited than the turnover will be taken into consideration and Training Provider with more turnover will be opted for empanelment. -----			

SECTION-IV

Technical Proposal – Standard Forms¹

4.1 Checklist of Required Forms

CHECKLIST

Form	Description	Page Limit
TECH-1	Technical Proposal Submission Form.	
Power of Attorney	As per format in non-judicial e stamp of minimum ₹100/-	
TECH-2	Data Sheet of Training Provider's organization.	
TECH-3	Self-Declaration for not Blacklisted in E stamp paper of minimum ₹100/-.	
TECH-4	Mobilization & Placement Strategy	
TECH-5	Work order received/ completed details along with Photographs.	
TECH-6	List of Centers in the particular district.	

Note:

All pages of the original Technical Proposal shall be initialed by the same authorized representative of the Training Provider who signs the Proposal.

4.2 Technical Proposal Submission Form (TECH-1)

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

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 Skill Training under Placement Linked Skill Development Training Program (PLSDTP) in Assam.

Dear Sir,

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

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 these terms and conditions.

We have submitted application in the prescribed format. We agree to offer any further clarifications and explanations on the application submitted.

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.

The information submitted in our Proposal is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding.

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.

We agree that whenever required, we shall allow a physical inspection of our training facility by ASDM.

We shall commence training under the Scheme only in the event that targets are allotted to us by ASDM.

This Proposal is unconditional and we hereby undertake to abide by the terms and conditions of the Scheme or any further terms and conditions as may be imposed by ASDM.

Thanking you and ensuring best of the services.

Yours Sincerely,

Name of the Signatory:

Designation:

Email:

Phone:

Date: Place:

4.3 An affidavit on a non-judicial E stamp paper of minimum ₹ 100/- signed by Authorized Signatory

POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY

Know all men by these presents,(Name of Company with registration number) do hereby irrevocably constitute, nominate, appoint and authorize_(Name of the person)and presently residing at.....(Complete Address) who is presently employed with us and holding the position of.....(Title/Designation), as our true and lawful attorney(hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposals[s]for providing(Title of the project) including but not limited to signing and submission of all applications, Proposals and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to Assam Skill Development Mission, GOVT OF ASSAM, representing us in all matters before the Assam Skill Development Mission, GOVT OF Assam, signing and execution of all Agreements and undertakings consequent to acceptance of our Proposal, and generally dealing with Assam Skill Development Mission, GOVT OF ASSAM in all matters in connection with or relating to or arising out of our Proposal for the said tender and/ or upon award thereof to us and/or till the entering into Agreements with Assam Skill Development Mission, GOVT OF ASSAM.

AND we hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney/ pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,.....(NAME OF THE COMPANY) THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY

This Power of Attorney shall be effective, binding, and operative till DD/MM/YYYY if not revoked earlier or as long as the said Attorney is in the service of the Company, whichever is earlier

I accept,

Name:

Title:

Date:

Place:

Witness:

Declared by,
(Designation)
Company Name

Witness:

4.4 Data Sheet of the Organization (Tech-2)

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

Sl. No.	Description	Details	
1	Name of Applicant Organization		
2	Constitution of the Firm (Submit copy of Registration / Incorporation)		
3	Company or Firm Registration Number/Trade License		
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		
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 of the Signatory:

Designation:

Email:

Phone:

Date:

Place:

4.5 Self-declaration for not being blacklisted (Tech-3)

An affidavit on a non-judicial E stamp paper of minimum ₹100/- signed by Authorized Signatory

I, (name of Authorized Signatory) of..... (Name of the Organization), do hereby declare, that

(Name of the Organization) is not Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU.

(Name of the Organization) is not under a declaration of ineligibility for corrupt or fraudulent practices.

(Name of the Organization) has at least one registered / branch office located in the state of Assam (Name of the place where the office is situated).

Name of the Signatory:

Designation:

Email:

Phone:

Date:

Place:

4.6 Mobilization & Placement Strategy (Tech-4)

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



Name of the Signatory:

Designation:

Email:

Phone:

Date:

Place:

4.7 Work order received/completed in similar nature of works details along with photographs (Tech-5)

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



Name of the Signatory: Designation: Organization:Email:

Phone Number: Date:

Place:

4.8 List of Centers in the particular district (Tech-6)

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

List of Centers

Name of Train Centre	Address	Job role	Total Capacity of the center For the particular Job Role	No. of certified Trainer	No of Class room for Job Role	No of Lab for Job Role	Proposed Target

**Agreement
Between
Assam Skill Development Mission (ASDM)
-AND-**

.....

This Agreement is signed on dated.....at Guwahati, Assam, between **Assam Skill Development Mission** (First Party) having its Head Office at Bhabananda Boro Path, Katabari, NH-37, Guwahati 35 Assam and
(Second Party), where: -

Assam Skill Development Mission (ASDM) is a registered Society under Societies Registration Act of 1860 under Skill Employment and Entrepreneurship Department (SEED), Government of Assam. The objective of the Mission is to provide Skill training and capacity building of unemployed youth of Assam for gainful employment (wage & self-employment) for their economic upliftment (First Party).

-AND-

.....
.....
.....
..... (Second Party)

Now, both the parties agree with the following terms:

1. That the empaneled Training Partner shall provide for all the services regarding skill training For ASDM, as per the terms and conditions and requirements mentioned in the RFP No..... dated.....and related work order No. ASDM..... dated.....
2. That, the First Party shall supervise and monitor the services provided by the Second Party of the skill training services for ASDM and shall keep record of satisfactory performance as per norms set in the RFP No.....dated.....and related work order No. ASDM..... dated..... and Standard Operating Procedures(SOP) of ASDM as updated from time to time.

3. That, both the parties agree to abide by all the clauses mentioned in the RFP No..... dated.....and related work order No. ASDM..... dated....., including the scope of work, governing laws, penalty clauses and all Legal aspects and the same shall be treated as part and parcel of this agreement.
4. That, the second party shall abide by the cost and process norms as updated from time to time for skill training of ASDM.
5. That, this Agreement shall be valid for..... years from the date of signing and may be extended, modified or renewed as per requirement and mutual understanding between both the parties. Any modifications, alterations, additions or renewal of terms of this agreement will be valid if made in writing only and agreed by both the parties.

In witness whereof the Parties have set their Respective Hands on the Day, Date and Place
aforementioned.

For and on behalf of

For and on behalf of

Assam Skill Development mission (ASDM)
(Authorized Signatory)

(Authorized Signatory)

Name:

Designation:

(Office Seal)

(Office Seal)

Witness:

Name:

Designation:

Name:

Designation:

Witness:

Name:

Designation: