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Notice Inviting Tender (NIT)

Selection of Training Partner with Assam Skill Development Mission (ASDM) to implement
Karagar Se Karigar project
Under Placement Linked Skill Development Training Program (PLSDTP) Scheme of Assam



NIT NO- ASDM-558/2018/295 dated 09.02.2024

**GOVT. OF ASSAM
ASSAM SKILL DEVELOPMENT MISSION
KATABARI, NH: 37 GARCHUK
GUWAHATI-781035**

DISCLAIMER

The information contained in this Notice Inviting tender (NIT) 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 NIT and such other terms and conditions subject to which such information is provided. The purpose of this NIT is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this NIT. This NIT 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 NIT 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 NIT. The assumptions, assessments, statements and information contained in this NIT, 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 NIT and obtain independent advice from appropriate sources. Information provided in this NIT 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 NIT or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the NIT and any assessment, assumption, statement or information contained therein or deemed to form part of this NIT 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 NIT. 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 NIT.

The issue of this NIT 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 bids without assigning any reasons what so ever.

TENDER NOTICE

Tender No: ASDM-558/2018/295

Date:09.02.2024

Online Tenders are invited on behalf of Assam Skill Development Mission from esteemed agencies/firm for Karagar Se Karigar project Under Placement Linked Skill Development Training Program (PLSDTP) Scheme of Assam.

The interested firms/agencies/companies/societies/partnership firms may submit their proposals online in <https://assamtenders.gov.in> on or before 02.03.2024 Up to 05:00 PM.

The Tender documents can be seen/ obtained from <https://assamtenders.gov.in> & <https://www.sppp.assam.gov.in> from 09.02.2024 at 05:00 PM.

- The last date of submission of tender document is **02.03.2024** Up to 05:00 PM.
- The bid will be opened on **04.03.2024** at 03:00 PM in the Office of the Mission Director, 5th Floor Assam Skill Development Mission, Katabari, Gorchuk, Guwahati-781035.
- The Date & Time of Technical Presentation by Bidders will be declared in the official website of ASDM <https://asdm.assam.gov.in>.
- Submission of bid shall be through online mode only and no physical copy/hard copy will be allowed.
- Further details/corrigendum and subsequent communication may be seen at <https://asdm.assam.gov.in>
- Pre-bid queries if any may be mailed to missiondirector.asdm@gmail.com & suprity.asdm@gmail.com before 16.02.2024 up to 02:00 pm, no bid queries will be accepted after that.
- **Estimated Approximate value of the work is Rs. 183.33 Lakhs.**

The Tender Issuing Authority (TIA) reserves the right to accept or reject any bid/tender, and to cancel/annul the bidding process and reject all bids at any time prior to contract award.

Name of the TIA: - Assam Skill Development Mission
Address of the TIA: - 5th Floor, Assam Skill Development Mission,
Bhabananda Boro Path, Garchuk, Guwahati-781035

Sd/-
Mission Director
Assam Skill Development Mission

Assam Skill Development Mission (ASDM) is registered under Society Registration Act, 1860 in 2015 and is working under the aegis of Skill, Employment & Entrepreneurship Department (SEED), and Government. The Mission started functioning from January, 2017 as an apex body of all skill the state to achieve skilling and gainful employment for the youth of the state. ASDM also aims at creating a sustainable skill ecosystem for convergence of quality skills training and also encourage budding entrepreneurs in different sectors. ASDM is implementing the state-funded Placement linked Skill Development Training Programme and Centrally-funded Pradhan Mantri Kaushal Vikas Yojana for providing short term training on various skills which are in high demand. Further, ASDM has established state of the art North East Skill Centre in collaboration with ITEES, Singapore which provides one-year certificate courses in the sectors of Beauty & Wellness, Hospitality, Housekeeping, Food and Beverage Service and Retail Services. Further, more, ASDM is also implementing the establishment of the first of its kind in the entire region the Assam Skill University with financial assistance from Asian Development Bank (ADB).

- 2.1 Training partners shall impart the training at the designated Training Centers across Assam.
- 2.2 Preference may be given to the Training Partners those who are empaneled with ASDM.
- 2.3 Preference may be given to the Training Partners those who have experience in training jail inmates.
- 2.4 Mobilizing candidates for skill training.
- 2.5 The trainers should meet the minimum qualification criteria as required for the respective Qualification Packs. Also, the eligible trainer should be Training of Trainer (ToT) certified as per the Sector Skill Council (SSC) norms.
- 2.6 Facilitating assessment of candidates on completion of training curriculum through Sector Skill Councils duly affiliated by Ministry of Skill Development & Entrepreneurship (MSDE).
- 2.7 Placement/Engagement must be done within 3 months of the candidate passing assessment, and they should be in employment for a continuous period of 3 months and their wage should not be below the minimum wage.
- 2.8 The applicant should submit employment strategy for both self and wage with the tender document.
- 2.9 The Training Provider will provide all the necessary post training support for self-employment of the successfully trained candidate.
- 2.10 Post placement tracking of the candidates to be done.
- 2.11 The training duration per day shall be 8 hours per day (residential).
- 2.12 Training Partner needs to provide the equipment's for the training at the premises.
- 2.13 The maximum batch size will be 30 beneficiaries; the minimum batch size will be 20.
- 2.14 The training duration of a project shall be as per the Qualification Pack (QP) of the Job role.
- 2.15 A candidate should have at least 70% attendance to be eligible to appear for Assessments.
- 2.16 Biometric Attendance duly verified by DPMT or ASDM officials and the Training Partner along with the jail authority to be submitted during submission of invoices.
- 2.17 Assessment and certification shall be done by concern Sector Skill Council (SSC) appointed by assessment agencies.
- 2.18 Subcontracting or Franchising Private Training Partners cannot subcontract the conduct of training. Private Training Partners cannot operate the training centers via a franchisee arrangement.
- 2.19 The target will be allocated based on job roles mentioned in Annexure-I.

Target Allocation under Karagar Se Karigar scheme Implemented by ASDM to any training partner is the sole decision of Mission Director.

The details of the SPOC for communication and clarification on this matter are as follows:

Name of SPOC: Suprity Das

Designation: Skill Project Manager

Phone no. 8638500374

Address:

5th Floor, Assam Skill Development Mission

Bhabananda Boro Path, Garchuk,

Guwahati – 781035, Assam

Eligibility Criteria

Sl. No.	Specific Requirements	Documents Required
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. 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 03years at the time of submission of proposal.	Registration certificate/ certificate of Incorporation
2	The bidder is not Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU	TECH 3
3	The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices	
4	One registered / branch office should be located in the state of Assam for ease of operation, co- ordination & administration purpose.	
5	The applicant should have at least 3 years of experience in skill training. Preference will be given to those organizations that have prior experience in Skill training.	Applicant Experience related document Supporting document: Self declaration on the applicant's letterhead)
6	The bidder should have a minimum average annual turnover of 3 crore in last 3 (three) financial years and positive net worth (FY 2020-21, FY 2021-22, FY 2022-23)	Audited balance sheet for last three financial year and turnover certificate
7	Bidder should have implemented at least one project in Central Government / State government / PSU / Public listed companies with a project value of 1 crore or more	Work order and Project completion certificate.

4. Tender value and EMD (Earnest Money Deposit)

- i. **Tender Value: Rs.183.3 Lakhs**
- ii. **EMD @ 2% of the Tender Value i.e. Rs. 3,66,600/-.**

4.1 Earnest Money Deposit (EMD) and Performance Security: -

- i. Every applicant participating in the bidding process must furnish the required earnest money deposit (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, in favor of Assam Skill Development Mission.
- iv. Refund of EMD: The EMD of unsuccessful applicants shall be refunded without any interest after completion of empanelment process.

e 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 as Annexure-II of this document.
- 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 DD/FDR/Bank Guarantee of value equal to 5% 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 NIT.

5. Cost of Bid Document:

The Bidder has to pay in online mode a non-refundable amount of Rs. 5,000/- as cost of Bid Document in <https://assamtenders.gov.in> Bids received without Tender Document Fees will be summarily rejected.

6. Procedure for Bid Submission:

The bidders are requested to submit the following:

- i. Technical bid along with the Response to Pre-Qualification Criteria, Tender document fees and Earnest Money Deposit are to be submitted online in <https://assamtenders.gov.in>
- ii. No hard copy of the proposal is to be submitted.

7. 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 and Price Bid documentation (where ever applicable) 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 & Price bids are to be digitally uploaded in the e-tendering portal. Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal (where ever applicable), failing which the bid submitted shall be summarily rejected.
- 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 /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.

8. Technical Bid

TECHNICAL BID		
Sl. No	Specific Requirements	Maximum Marks
1	Number of candidates trained in jail. Documents to be provided (Last 3 years) Yes-5 Marks No- 0	(5- marks)
2	Number of candidates trained in various skills training program. 100-999 = 5 Marks 1000-1999 = 10 Marks 2000 and above = 15 Marks	(15- Marks)
3	No. of Govt. Skill Training Schemes implemented (Work order to be submitted for evaluation) 2-5 = 5 Marks 6-8 = 10 Marks 9-12 = 15 Marks 13 and above = 20 Marks	(20- Marks)
4	Number of work completion certificates from various Govt. Department 2-5 nos. completion certificates = 05 Marks 6 to 10 nos. completion certificates = 07 Marks 11 and above = 10 Marks	(10- Marks)
5	Number of candidates placed (last 3 years) 500-1000 = 10 Marks 1001-2000 = 15 Marks 2001-3000 = 20 Marks 3001 and above = 25 Marks	(25- Marks)
6	Presentation	(25- Marks)
	Total Marks	(100-Marks)

Note: All supporting documents for the above listed criteria should be submitted along with the bid. In absence of the supporting documents, the bid will not be considered for evaluation.

- Minimum obtainable qualifying technical grading matrix cut of marks for training provider is fixed at 80 (eighty).
- Higher-1, Higher 2 and Higher-3 will be selected. The percentage of the target distribution will be 50%, 30% and 20% respectively among Higher-1, Higher 2 and Higher-3. If more than one training providers either in Higher-1, Higher 2 or Higher-3 obtain equal marks, the works will be equally distributed among the selected Training Providers of that category based on the percentage of targets allotted for that category. In case, only Higher 1 and Higher 2 are found eligible, then the target will be distributed in the ratio of 60% and 40% respectively and if more than one Training Providers either in Higher 1 or Higher 2 obtain equal marks, the works will be equally distributed among the selected Training Providers of that category, based on the percentage of targets allotted for that category.

Queries may be sent in email id: missiondirector.asdm@gmail.com & suprity.asdm@gmail.com in the prescribed format within **16.02.2024 till 02:00 PM**

NIT clause no	Clause details as per NIT	Queries

Response to pre-bid queries, if any will be uploaded in official website of ASDM within 20.02.2024 from last date of bid queries as mentioned above. No individual replies to bid queries will be sent. Bidders are advised to visit the website regularly for any response/corrigendum/ addendum.

10. Application Procedure:

In response to this NIT, 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.

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 - Self declaration in notarized e-stamp paper of minimum Rs.100/-.

- The bidder should never have been Blacklisted/ Barred/ Disqualified by any Regulator/ Statutory Body or any PSU.
- The responding firm shall not be under a declaration of ineligibility for corrupt or fraudulent practices.
- One registered / branch office should be located in the state of Assam for ease of operation, co- ordination & administration purpose.

TECH 4 - Work Completion Certificate

TECH 5 -List of Centers & Job Roles

TECH 6- Candidate list placed and employer details.

TECH 7- Document of Power of Attorney.

11. 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 NIT at any time.

12. Validity Period:

- 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.
- 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.
- Performance Security of 5 % of Work order to be submitted along with a validity of 3 months after the work completion. MD, ASDM reserves the right to decide the establishment of non-performance by TP.
- This NIT along with the TP Agreement / MoA format is enclosed herewith as Annexure II and the so issued, form an integral part of the whole tender process and should be read

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. 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 here under 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.

IV. 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.

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

13.1 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.

Extension of Time: Any period within which a Party shall, pursuant to the Agreement to this NIT, 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.

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.

13.2 Notification procedure for Force Majeure

I. The affected Party shall notify the other Party of a Force Majeure event within 14 Days of occurrence of such event. If the other Party disputes the claim for Force

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

- II. 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.

13.3 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.

14. 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 NIT, the contract will be subject to the jurisdiction of the Hon'ble courts situated at Guwahati, Assam.

15. 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.

16. General Terms and Conditions: -

16.1 Definitions of terms:

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

- I. "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- II. "Training Provider" or "TP" means the training provider which provides skill training and is empaneled by Assam Skill Development Mission.
- III. "Contract Agreement" 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 here.
- IV. "Day" means calendar day.
- V. "ASDM" means Assam Skill Development Mission (ASDM) that has entered into the contract with the TP.
- VI. "Government" means the Government of India / Assam.
- VII. "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.
- VIII. Cost & Process Norms will mean the Cost & Process norms as are notified from time to time by ASDM.
- IX. "Services" means the work to be performed by the Training Provider pursuant to this NIT
- X. "Third Party" means any person or entity other than "ASDM" or the "Training Provider".
- XI. "In writing" means communicated in written form with proof of receipt.
- XII. "Programme" means Skill Development Programme of the State of Assam.

d Representatives:

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

- I. Mission Director of ASDM for the First Party.
- II. Authorized person of the TP (Power of Attorney to be submitted as per TECH-7 by the TP).

16.3 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 the Agreement under this NIT, has complete charge of their Personnel performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.

16.4 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 to such Party at the address specified in the Contract.
- 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.

16.5 Location:

The selected Training Provider should feed (Latitude & Longitude) the exact location in the MIS system as per the issued work order. In case of any change of address, approval needs to be taken from ASDM authority.

16.6 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.

16.7 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.

17. 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:

- I. Shall specify the nature of the breach or failure, and
- II. 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.
- III. Inspection of TP's training centers will be monitored, supervised and evaluated as per Standard Operating Procedures of ASDM.

18. 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 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.

18.1 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.

18.2 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.

18.3 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;

Such rights and obligations as may have accrued on the date of termination or expiration

The obligation of confidentiality,

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 able effort to keep expenditures for this purpose to a minimum.

19. 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 instalment bill within one month (30 days only) of batch start date, 2nd instalment bill within one month (30 days only) of declaration of result of a particular batch and 3rd instalment, 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 instalment within the time limit and/or for the failed candidates in the assessment process. Hostel invoice should be raised within 30 days from assessment of the candidates of the concerned batch or else the invoice generation will be blocked.

20. 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 work order.
- III. If the contract is terminated for default or insolvency.
- IV. Any other case, if the ASDM so decides.

21. 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 NIT 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.

22. 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.

23. Mutual rights and obligations

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

I carry out and complete the Services in accordance with the provisions of the Contract;
and

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.

24. 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.

25. 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.

26. 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 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.

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.

27. Governing law

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

28. 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.

29. 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.

30. Arbitration:

In the case of dispute arising upon or in relation to or in connection with the Agreement between ASDM/Authority and the TP, which has not been settled amicably, any party can

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.

31. Payment Terms

Training fees payments would be released as per updated cost and process norms document released by ASDM from time to time.

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 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.

32.

First Appellate Authority	Second Appellate Authority
Hanif Noorani, ACS , Joint Secretary to the Govt. of Assam, SEED Department. Address: D Block, 4th floor, Assam Secretariat, Dispur, Ghy-06	Laya Madduri, IAS , Secretary to the Govt. of Assam, Finance Department Address: 2 nd Floor, F, Assam Secretariat, Dispur, Ghy-06 Phone No:- 0361-2237455

TECH 1

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

Cover Letter

To
The Mission Director
Assam Skill Development Mission Guwahati, Assam

Sub: Selection of Training Partner with Assam Skill Development Mission (ASDM) to implement
Karagar Se Karigar project Under Placement Linked Skill Development Training Program
(PLSDTP) Scheme of Assam

Dear Sir/Madam,

We the undersigned request you to select 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 these terms and conditions of this NIT including the Agreement format for the same.
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 or any further terms and conditions as may be imposed by ASDM.
9. Non-refundable tender fee is to be submitted online in <https://assamtenders.gov.in>.
10. EMD is to be submitted online in <https://assamtenders.gov.in>.

Yours Sincerely,

Name:
Designation:
Complete Address:
Seal and Stamp:

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	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	Power of Attorney TECH- 7	
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.:
12	Project applied for	Karagar se karigar	

Name:

Designation:

Complete Address:

Seal and Stamp

TECH 3
Self-declaration

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 (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:

Organization Email:

Phone Number:

TECH 4: Work Completion Certificate and photographs

Name of the Signatory:

Designation:

Organization:

Email:

Phone Number:

Date:

Place:

er head of the Applicant organization signed by authorized representative)

TECH 5

List of Centres & Job Roles

Sl. No	District	Job role	Total Capacity of the center for the particular Job Role	No. of certified Trainer	Proposed Target
1					
2					
3					

TECH 6

Sl. No	Candidate Name	Candidate's contact number	Father's Name	Name of the Employer	Contact Details of the Employer	Year of Employment
1						
2						
3						

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

TECH 7

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:

Annexure I

Project No.	Name of the Project	Training Hours	Cost category
1	Short Term Skill Training (Scheme Name)		
a	Self Employed Tailor (AMH/Q1947)	400	I
b	Handset Repair Engineer-II (TEL/Q2201)	340	II
c	Hand Embroiderer	240	I
d	FTCP - Field Technician Computing and Peripherals	490	I
e	DDEO- Domestic Data entry Operator	480	II

Annexure –II

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 NIT 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 NIT No.....dated.....and related work order No. ASDM..... dated..... & SOP of ASDM.
3. That, both the parties agree to abide by all the clauses mentioned in the NIT 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.

... of the Parties have set their Respective Hands on the Day, Date and Place afore

For and on behalf of

Assam Skill Development mission (ASDM)
(Authorized Signatory)

Name:

Designation:

(Office Seal)

Witness:

Name:

Designation:

For and on behalf of

(Authorized Signatory)

Name:

Designation:

(Office Seal)

Witness:

Name:

Designation: