

**AGREEMENT**

**BETWEEN**

**Assam Skill Development Mission (ASDM)**

**AND**

**Government Training Partner (GTP)**

**FOR**

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

**THIS AGREEMENT has been made and agreed upon between the parties mentioned below and is effective from 1<sup>st</sup> day of the month of July, Year 2020.**

**BETWEEN**

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

And

..... **Training Partner Name** .....  
Registered as ..... **society/corporation, etc.** ..... with  
offices located at ..... **Training Partner Address** .....  
..... **for its Training Centre** .....  
..... **Training Centre Name and Address** .....  
represented through ..... **Authorized Person of TP** ..... (Hereinafter called the “Government Training Partner” or the “GTP”) which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, assigns, representative of the **Second party**.

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

And Whereas the **Government Training Partner (GTP)** provides skill training and has been empanelled for the aforesaid training programme in the State of Assam with ASDM.

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

1. That the contract shall come into force and effect on the date of signing of the agreement.
2. That the GTP shall commence the work not later than five days from the date of receipt of the sanction letter by the GTP.
3. The GTP shall employ qualified and experienced Personnel / trainers having met the minimum qualification and experience parameters as specified by the respective Sector Skill Councils for their respective QPs. The Personnel/trainers should mandatorily pass the ToT programme conducted by the SSCs under this scheme.
4. The GTP shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology, safe and effective equipment, machinery, materials and methods.
5. The GTP shall always act, in respect of any matter relating to this Contract or to the Services to the ASDM, and shall at all-time support and safeguard the ASDM's legitimate interests in any dealings with Third Parties.
6. That except with the prior written consent of ASDM, the GTP and the its Personnel shall not, at any time, communicate to any person or entity any confidential information acquired in the course of the Contract, nor shall the GTP and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
7. The GTP shall keep accurate and systematic accounts and records in respect of the Services hereunder, in accordance with accepted accounting principles and in such form and detail as will clearly identify all relevant funds received from the ASDM, and payments made to its staff, and other costs.
8. That the GTP shall periodically permit during the continuation of this contract and further up to five years from expiration or termination of this Contract, the ASDM or its designated representative, to inspect the accounts and records and make copies thereof as well as to have them audited by auditors appointed by the ASDM if so required by the ASDM itself or as the case may be.
9. The GTP shall be responsible for candidate mobilization / counselling, training, placement and post placement tracking under the overall supervision of ASDM.
10. The GTP shall not take any fees from the candidates under any pretext for the training being conducted under the Assam Skill Development Mission Programme unless specified by ASDM.
11. The GTP shall not subcontract the conduct of training.
12. The GTP shall not operate the training centres via a franchisee arrangement.
13. ASDM shall extend support for the Programme on a best effort basis.
14. ASDM shall timely monitor and evaluate the GTP Performance.
15. ASDM shall monitor program performance as per the envisaged monitoring & evaluation framework. The entire task of Programme Monitoring and Evaluation shall be conducted through various means including an online Management Information System (MIS) that will be designed, developed and deployed by the ASDM.
16. ASDM shall disburse the payment after all due verifications have been done for the submitted invoices. The Payment due on the part of ASDM shall be made on the basis of the procedure prescribed for payment of training fee and incentive in accordance with the payment term.
17. ASDM can modify terms and conditions of this Contract subject to mutual agreement between the Parties to account for Government of India/State Government stance on various schemes being covered under the Mission, any modification or variation of the terms and conditions of this Contract not covered under the contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.
18. The quality of performance related to the service, is the essence of the contract and in the event of failure to perform as per the term and condition of the contract and to the satisfaction of ASDM; ASDM shall be free to take suitable decisions with respect to the continuance of the contract.
19. The general conditions of the contract, the Special Terms of Agreement and the Scope of Work as per Annexure 1, 2 and 3 attached to this agreement shall be read and construed as forming part of the agreement and the parties hereto respectively abide by and submit themselves to the condition

and perform the agreement on their parts respectively in such conditions contained.

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

**Signed by:**

**Signed by:**

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

\_\_\_\_\_  
For and on behalf of  
[Government Training Partner  
[Authorized Representative]

(Witnesses)

(Witnesses)

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

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

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

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

## Annexure 1

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

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

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

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

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

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

#### **3. Expiration of Contract:**

Unless terminated in pursuance of the provisions contained in this agreement hereunder, this Contract shall expire on **31<sup>st</sup> March, 2022.**

The Agreement can be extended by executing an addendum to this Agreement.

#### **4. Authorized Representatives:**

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

- a. Mission Director of ASDM for the First Party
- b. in case of the Second Party

#### **5. Relationship between the Parties:**

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

#### **6. Notices:**

- a. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have

been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the Contract

- b. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change or in the case of ASDM, if notified vide a notification/ office order/ circular and displayed on the website.

**7. Location:**

The Services shall be performed in the State of Assam, at such locations as are specified in the Sanction letter issued by ASDM to the GTP.

**8. Taxes and Duties:**

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

**9. Fraud and Corruption**

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

- a. "Corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- b. "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- c. "Coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;
- d. "Restrictive practice" means forming a cartel or arriving at any understanding or arrangement among organizations with the objective of restricting or manipulating a full and fair competition in the selection process or the execution of a contract.

Neither ASDM nor the GTP shall engage in any corrupt, fraudulent, coercive or restrictive practices during the term of the Contract or any extension thereof.

**10. Force Majeure**

**A. Definition –**

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

**B. Measures to be taken:**

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

**C. Extension of Time:**

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

**D. Consultation:**

Not later than thirty (30) days after the GTP 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.

**11. Termination:**

Either of the parties can serve a notice of termination to the other party. The Notice of Termination shall specify the extent to which performance under the Agreement is terminated, and the date upon which such termination becomes effective. The termination will be effective on acceptance of the termination notice by the other party or the expiration of 60 days from the date of notice, whichever is earlier.

Upon termination of this Agreement by notice of either Party to the other Party, the GTP shall immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

**12. Fairness and Good faith**

- a. **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
- b. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration.

**13. Payments:**

All payments will be released as per laid down norms of ASDM through Cost and Process Norms, which would be updated from time to time by notification or office order or circulars. The bills will be submitted after completion of each milestone for each batch, with supporting documents as proof of completion of the milestone.

**14. Books and Records:**

- a. A Government Training Partner shall maintain a separate Bank Account for receiving payments from ASDM and incurring all expenditure relating to the scheme.
- b. GTPs would be required to submit UC for the fund disbursed from time to time by ASDM to the GTPs.

**15. Mutual rights and obligations**

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

- a. The GTP shall carry out and complete the Services in accordance with the provisions of the Contract; and
- b. ASDM shall make payments to the GTP in accordance with the provisions of the Contract,

cost norms and process norms after making relevant deductions and conduct of due diligence and audit.

**16. Safety regulations**

In respect of all the trainers engaged by the GTP (Service Provider) directly or indirectly involved in the work for the performance of the service provider's part of this Agreement, the Service provider shall at his own expenses arrange for all the safety provisions as per the applicable laws in force.

**17. Interpretation**

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

**18. Governing law**

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

**19. Jurisdiction**

The Parties to the agreement hereby submit to the jurisdiction of the Courts situated at Guwahati for the purpose of actions and proceedings arising out of the contract and the Courts at Guwahati shall have the sole jurisdiction to hear and decide such actions and proceedings.

**20. Arbitration:**

In the case of dispute arising upon or in relation to or in connection with the contract between ASDM and the GTP, the arbitral proceedings shall be conducted by the sole arbitrator – highest secretary of the SEED, Govt. of Assam. The decision of the arbitrator shall be final and binding upon both parties and the parties agree to be bound thereby and act accordingly.

## Annexure 2

### Scope of Work

The scope of work to be undertaken by the Government Training Providers (GTP) includes the following:

#### **1. Mobilization, Pre-Counselling and Registration of eligible candidates**

- a. Awareness creation in the districts in which it has been empanelled.
- b. Candidate Pre-Counselling: Counselling job seekers registered on the ASDM portal for their training needs, career options and career planning.
- c. Listing out the type and categories of jobs and mapping them with available modules.
- d. Counselling the candidate and their parents on the available job opportunities/ training locations and set their expectations on jobs, relocation requirements and compensation.
- e. Registration for the interested candidates has been put in place through ASDM Web Based Portal. Priority must be given to cover the registered candidates first and then look for non-registered candidates. Further, there is a provision for registering new candidates based on GTP's mobilization.
- f. GTPs shall collect copies of the prescribed documents at the time of enrolment and match them with the originals.

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

Government Training Partners need to provide training on the curriculum and plans based on NSQF and job roles as prescribed by sector skill councils.

#### **3. Training**

- a. GTP shall ensure assignment of trainers to the batches.
- b. Government Training Partners shall ensure that trainers are ToT certified by SSCs as per the process norms
- c. The GTP would shall install GPRS enabled biometric attendance device to capture the biometric attendance of trainers and trainees, and any other device as may be mandated by ASDM.
- d. Ensuring adequate coverage of the topics specific to the requirements of the module as assessments would be based on NOSs/ Qualification Packs.
- e. Depending on the sector, practical on-job training may be allowed. The same shall be communicated to the GTP before the commencement of the training.
- f. The GTP shall place a banner and other publicity related material in front of the centre with the logo of ASDM prominently displayed and as per the specifications provided by ASDM.
- g. The GTP shall put the logo of ASDM and key messages/taglines on all advertisement materials as per the specifications given by the ASDM.

#### **4. Placement of Candidates –**

The GTP is primarily responsible to place the candidates as per the Process Norms. A candidate will be considered as placed only if the conditions of the Process Norms are fulfilled.

#### **5. Centre Branding –**

The GTP will have to adhere to the Centre Branding guidelines issued by ASDM from time to time.

The process and Cost Norms may include any further scope of work, not mentioned herein above.



## **Annexure 3**

### **Special Terms of Agreement**

**1. Process Guidelines:**

The GTP shall follow the Process Norms and scheme specific guidelines as notified by the ASDM from time to time for implementing the Placement Linked Skill Development Training Program.

**2. Allocation of targets, sectors districts:**

- a. The GTP shall be allotted the following as per the Sanction letter issued to the Government Training Partner hereafter and as amended/ renewed from time to time:
  - i. Target numbers of candidates to be trained
  - ii. Target Placement
  - iii. Sectors and respective courses and candidates in each of them
  - iv. Duration of the Courses
  - v. Timeline for training and certification of each course
  - vi. Districts and block wise targets

The Sanction letter will be finalized after taking into consideration the proposal submitted by the GTPs, capacity of the GTP, performance evaluation with respect to the previous Sanction letter and mutual discussions between ASDM and the GTP.

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

**3. Assessment & Certification:**

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

**4. Schedule of payments:**

Payment will be released as per the ASDM cost and process manual, which will be updated as required from time to time through office order or circulars.

**5. Payment Terms:**

- a. Training fees payments would be released as per updated cost and process norms document released by ASDM from time to time.
- b. ASDM shall disburse the payment after all due verifications have been done for the submitted documents as required against each instalment which has been defined in the cost and process norms.

**6. Batch Size:**

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

**7. Performance Review**

- a. The Performance Review shall be conducted from time to time to ascertain the performance of the GTP and also to allocate targets for the next phase.
- b. Performance of GTPs shall be reviewed on the basis of achievement of training and placement targets against the Sanction letter issued for the period or any other parameters as deemed appropriate.