

AGREEMENT BETWEEN

Assam Skill Development Mission (ASDM)

AND

Training Provider (TP)

FOR

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

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

BETWEEN

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

And

Training Provider Name

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

Registered as

Training Provider Address

with registered

office

located

at

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

Training Centre Name and Address

Authorized Person of TP

.....represented through Hereinafter called the Training Provider(TP) which expression shall unless repugnant to the context thereof shall mean and include its successors, heirs, assigns, representative of the **Second party**.

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

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

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

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

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

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

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

payments made to its staff, and other costs.

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

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

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

Signed by:

Signed by:

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

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

(Witnesses)

(Witnesses)

(i) _____
File Supervisor, ASDM

(i) _____
Centre SPOC

(ii) _____

File Lead, ASDM

(ii)

Other

Annexure 1

GENERAL CONDITIONS OF THE CONTRACT

1. Definitions of terms:

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

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

2. Entire Agreement:

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

3. Expiration of Contract:

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

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

4. Authorized Representatives:

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

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

5. Relationship between the Parties:

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

6. Notices:

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

7. Location:

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

Taxes and Duties:

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

8. Fraud and Corruption

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

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

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

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

9. Force Majeure

A. Definition –

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

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

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

B. No Breach of Agreement:

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

C. Measures to be taken:

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

D. Extension of Time:

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

E. Consultation:

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

10. Suspension:

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

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

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

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

11. Termination for Default:

a. Termination for Default:

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

- i. If it is discovered at any stage that the TP has been furnishing false claims or providing misleading information with respect to enrolment of trainees, conduct of training or any other aspect related to the programme.
 - ii. If the TP, in the judgment of ASDM, is found to be engaged in corrupt, fraudulent, coercive and restrictive or collusive practices in competing for or in executing the Agreement.
 - iii. If the TP commits breach of any condition of the Agreement.
 - iv. If the TP is 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 for a period of not less than thirty (30) days.
- b. **Termination for Insolvency-** ASDM may at any time terminate the Agreement by giving a written notice of at least 30 days to the TP, if the TP becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the TP, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to ASDM.
- c. **Termination for Convenience –** ASDM, by a written notice of at least 30 days sent to the TP, may terminate the Agreement, in whole or in part, at any time for its convenience. The Notice of Termination shall specify that termination is for ASDM's convenience, the extent to which performance of the TP under the Agreement is terminated, and the date upon which such termination becomes effective.

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

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

h. Batch extension and invoice submission timelines, Recovery.

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

2. The TP should raise 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.

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

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

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

12. Fairness and Good faith

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

13. Payments:

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

14. Books and Records:

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

15. Mutual rights and obligations

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

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

16. Safety regulations

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

17. General rules

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

18. Interpretation

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

19. Governing law

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

20. Jurisdiction

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

21. Amicable settlement:

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

22. Arbitration:

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

Annexure 2

Scope of Work

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

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

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

2. Course and Curriculum Design

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

3. Training

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

4. Branding –

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

to time.

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

5. Placement of Candidates –

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

Annexure 3

Special Terms of Agreement

1. Process Guidelines:

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

2. Syllabus

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

3. Assessment & Certification:

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

4. Schedule of payments:

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

5. Payment Terms:

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

6. Batch Size:

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

7. Performance and Placement Review-

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

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

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

8. **Disempanelment**

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

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