

*RFP Release Date:
October 14, 2021*

Request for Proposal (RFP)
For
**Empanelment of
Sending Organizations (SOs)**
In India

For Japan's
**Technical Intern Training Program
(TITP)**

Phase 4



National Skill Development Corporation

301, West Wing, Worldmark 1,
Aerocity, New Delhi - 110037

Website: www.nsdcindia.org

Phone: 011-47451600

CIN: U85300DL2008NPL181612

If you are a **JAPANESE COMPANY***, please apply
through
NSDC's **GREEN CHANNEL**

The **GREEN CHANNEL** enables you to get
empaneled through a direct route (without
undergoing this Request For Proposal).

**For more details contact 'nsdcjapanteam@nsdcindia.org'*

1. DISCLAIMER

All information contained in this Request for Proposal, subsequently provided, are in good interest and faith. This is not a Contract and is not an offer or invitation to enter into a Contract of any kind with any party. National Skill Development Corporation reserves the right to cancel this Request for Proposal and/or invite proposals afresh with or without amendments to this Request for Proposal without liability or any obligation for this Request for Proposal and without assigning any reason to anyone. National Skill Development Corporation reserves the right to take the final decision regarding the empanelment of the Applicant(s) as Sending Organization.

Submission of proposals under this Request for Proposal does not guarantee empanelment of any Applicant as a Sending Organization. Under no circumstances will National Skill Development Corporation be held responsible or liable in any way for any claims, damages, losses, expenses, costs, or liabilities whatsoever (including, without limitation, any direct or indirect damages for loss of profits, business interruption, or loss of information) resulting from or arising directly or indirectly by application or non – application to this Request for Proposal.

2. DEFINITIONS & ACRONYMS

In this Request For Proposal (hereafter referred to as ‘RFP’), unless the context otherwise requires:

- a. ‘**Applicant**’ means any legal entity (if applying individually, **i.e., a Sole Applicant**), OR a group of legal entities (**i.e. if applying in Consortium/Association**) which is submitting the proposal to this RFP (**hereafter referred to as ‘Proposal’**) in response to this RFP. In the case of a Consortium/Association, the term Applicant, wherever the context requires, shall mean and include each Consortium/Association member.

Proprietorship and Partnership firms are not allowed to apply to this RFP. However, Limited Liability Partnership (“LLP”) registered under the Limited liability Partnership Act, 2008 is eligible to apply.

- b. ‘**Authorized Signatory**’ means one or more person authorized (jointly or severally) by the Applicant as per Annexure 15.8 and 15.10.
- c. ‘**Consortium/Association**’ means a group of legal entities (not more than three) joining together under a binding agreement to apply and submit a Proposal in response to this RFP. Any Consortium/Association member may be the Lead Applicant.
- d. ‘**Contract**’ means the contract signed by NSDC with the selected Applicant(s). Link of the draft version of the TITP Contract with indicative clauses is available on [https://nsdcindia.org/sites/all/themes/ibeec/images/titp/Draft_TITP_Contract_%20for Applicants through RFP 4 of TITP.pdf](https://nsdcindia.org/sites/all/themes/ibeec/images/titp/Draft_TITP_Contract_%20for_Applicants_through_RFP_4_of_TITP.pdf), that the selected Applicant will have to sign with NSDC. The final Contract copy shall be provided to the Applicant once it gets selected.
- e. ‘**Day**’ means a calendar day unless otherwise specified.
- f. ‘**FY**’ means the financial year.
- g. ‘**INR**’ means Indian Rupees (currency of India).
- h. ‘**Japanese firm/company**’ means a legal entity incorporated under the laws of Japan.
- i. ‘**Japanese Language NAT-TEST**’ is an examination that measures the Japanese language ability of candidates who are not native Japanese speakers. There are five levels of the Japanese Language NAT-TEST. Level 5 is the easiest, followed by levels 4, 3, 2, and then level 1, the most difficult.
- j. ‘**JLPT**’ means the Japanese-Language Proficiency Test, a standardized criterion-referenced test to evaluate and certify Japanese language proficiency for non-native speakers, covering language knowledge, reading ability, and listening ability. JLPT has five levels – N1, N2, N3, N4, and N5, N1 being the highest / most challenging level, and N5 being the lowest / easiest level.
- k. ‘**JPY**’ means Japanese Yen (currency of Japan).
- l. ‘**Proposal**’ means the set of documents submitted by Applicants in response to this RFP as per the checklist mentioned in Annexure 15.1.

- m. **'Services'** means the work to be performed by the empaneled Applicant as per the terms of the RFP / Contract.
- n. **'Sending Organization (SO)** explanation has been provided in the guidelines of TITP, available on www.nsdcindia.org.
- o. **'TITP Guidelines'** means the guidelines released by NSDC (<https://nsdcindia.org/sites/all/themes/ibeecs/images/send-org/TITP-Guidelines-Oct-2021.pdf>), binding on all Sending Organizations and other concerned stakeholders for executing TITP.

3. ABOUT THE TECHNICAL INTERN TRAINING PROGRAM AND RFP'S PURPOSE

To amplify the impetus on making India the skill capital of the world, the Ministry of Skill Development and Entrepreneurship (**hereafter referred to as 'MSDE'**), the Government of India, signed the Memorandum of Cooperation (**hereafter referred to as 'MoC'**) on the Technical Intern Training Program (**hereafter referred to as 'TITP'**) with the Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour and Welfare of Japan (**hereafter referred to as "The Government of Japan"**). The MoC was signed on October 17, 2017 and aims to transform India's skill ecosystem by sending and accepting technical interns from India to Japan, thereby enabling Indian industries to imbibe the best practices of Japanese industries. Under TITP, suitable candidates are trained in the Japanese Language, Japanese lifestyle, culture, business etiquettes, and relevant domain training by the empaneled Sending Organizations (**hereafter referred to as 'SOs'**) of NSDC in India before getting placed in Japan for a period of three to five years, after which they are required to return to India and utilize the skills acquired by them in Japan. In January 2018, the MSDE appointed NSDC to monitor TITP. As of the release of this RFP, there are 33 empaneled SOs and NSDC is desirous of empaneling more suitable entities as SOs under TITP. Given this, NSDC invites Proposals through this RFP for the empanelment of SOs in India for TITP.

4. ROLES AND RESPONSIBILITIES OF SO

The roles and responsibilities of SOs are provided in the TITP Guidelines. It is recommended that the Applicants read the Guidelines - <https://nsdcindia.org/sites/all/themes/ibeets/images/send-org/TITP-Guidelines-Oct-2021.pdf>, and the draft version of the Contract available at the link : https://nsdcindia.org/sites/all/themes/ibeets/images/titp/Draft_TITP_Contract_%20for_Applicants_through_RF_P_4_of_TITP.pdf, before applying to this RFP to gain a thorough understanding of TITP. **It will be mandatory for the SOs to comply with the terms and conditions of the Contract and the TITP Guidelines, which NSDC may amend from time to time. At any given point in time, the TITP Guidelines shall supersede the terms of RFP, Contract and /or all other policies, guidelines, and communication related to TITP.**

5. RFP SCHEDULE

S. No	Key Activities	Timelines	Remarks
1	Last date of submitting the Proposal to this RFP	November 16, 2021	The decision to extend the last date (if any) is at the sole discretion of NSDC.
2	Last date of submitting the queries to NSDC, if any	October 26, 2021	<ul style="list-style-type: none"> Applicants are required to email their queries, if any, to ritu.agarwal@nsdcindia.org and nsdcjapanteam@nsdcindia.org Applicants are requested to regularly visit the NSDC website https://nsdcindia.org/ for the updates related to this RFP. NSDC, at its discretion, may choose not to respond to any query if received after the last date of queries submission date.

At any time before the last date for submission of Proposals as specified in the RFP , NSDC may at its initiative, or in response to a clarification requested by the Applicant(s), may amend the RFP by issuing an addendum or a corrigendum, which shall be published on the NSDC's website (www.nsdcindia.org). It will be binding on all the Applicants. To give the Applicants reasonable time to take an amendment into account in their Proposals, NSDC may, at its discretion, if the modification is substantial, extend the deadline for the Proposal submission. NSDC will not be liable for any effect on the Applicant's Proposal or its evaluation if the Applicant does not read addendum(s)/ corrigendum(s) or related communication on the NSDC's website.

6. PROPOSAL SUBMISSION

- 6.1 Applicants should submit their Proposals in a hard copy, in a sealed envelope. The envelope shall bear the Applicant's name, phone number, official address, and the heading, '**CONFIDENTIAL – Proposal for the empanelment of TITP SO – RFP route**'.
- 6.2 The envelope shall contain both a hard copy and a soft copy. Soft copy (**PDF Format Only**) has to be submitted in a single pen drive, and it should not be encrypted or password protected.
- 6.3 NSDC may, at its discretion, request the Applicant for providing additional documents for seeking clarity, if any, at any stage during the evaluation of the Proposal submitted by the Applicant.
- 6.4 The Proposal needs to be submitted at the below-mentioned address:
Ms. Ritu Agarwal
Country Head - Japan, Russia, and Southeast Asia
National Skill Development Corporation,
301, West Wing, Worldmark-1, Aerocity, New Delhi - 110037, Phone: 011-47451600

7. APPLICABLE FEE

7.1 PROPOSAL FEE:

- a. Along with the Proposal, Applicant shall submit a one-time non-refundable fee (**hereafter referred to as 'Proposal Fee'**) of **INR 3,00,000/- (Indian Rupees Three Lakhs only)**. This fee shall be remitted in Indian currency and shall be exclusive of all charges. In the case of foreign Applicants, the fee shall be paid in Indian currency and exclusive of all associated conversion/bank charges.
- b. In case the Applicant is found to be ineligible as per the 'Eligibility Criteria' defined in the RFP, 50% of the Proposal Fee shall be refunded to the Applicant.
- c. The Proposal Fee may be deposited to NSDC through anyone of the following options:
 - i. In the form of Demand Draft in favour of 'National Skill Development Corporation', payable at New Delhi, India; OR

- ii. Online bank payment to:
Account Name: National Skill Development Corporation
Bank Name: State Bank of India
Type of Account: Current Account
Bank Account No: 00000030479747590
Branch Address: (00625) Central Secretariat, North Block, New Delhi-110001, India
IFSC Code: SBIN0000625
SWIFT Code: SBININBB701

- d. Applicant shall submit the proof of payment (demand draft or online payment details) submitted along with the Proposal, failing which NSDC may reject the Proposal at its discretion.

7.2 CONTRACT RENEWAL FEE:

Empaneled SO (post selection and empanelment of the Applicant) shall pay an annual non-refundable '**Contract Renewal Fee**' of INR 2,00,000/- (Indian Rupees Two Lakhs only) to renew the Contract after completion of two years from the date of its empanelment. The renewal of its empanelment from the third year shall be based on the performance of the SO. Refer to TITP Guidelines for more details.

7.3 ADMINISTRATIVE FEE:

Empaneled SO shall take a 'No-objection' letter from NSDC. SO shall seek this letter from NSDC before the candidate's VISA is applied for Japan. SO shall pay a one-time and non-refundable '**Administrative Fee**' of INR 10,000/- (Indian Rupees Ten Thousand only) per candidate to NSDC. Refer to TITP Guidelines for more details.

8. PROPOSAL EVALUATION AND SELECTION

NSDC will empanel Applicants in accordance with the process specified in this RFP. To expedite the process, NSDC reserves the right to open Proposals, commence their evaluation as and when Proposals are received before the closing date and time.

9. PROPOSAL REJECTION

9.1 NSDC reserves the right to accept or reject any or all Proposals or to annul the empanelment process at any time before the signing of the Contract with the selected Applicant without thereby incurring any liability or any obligation in any form to any affected Applicants on any grounds. If the rejection or annulment of the Proposal is not due to any reason attributable to the Applicant, the Proposal Fee shall be refunded in full to such Applicant.

9.2 NSDC reserves the right to reject a Proposal at its discretion under any of the following conditions.

- a. If the Proposal submitted is incomplete; or
- b. If the Proposal submitted is without the proof of the Proposal Fee payment; or

- c. If the Proposal submitted is in the format other than prescribed in RFP (wherever applicable); or
- d. If the Proposal reaches NSDC after the submission closing time and date; or
- e. If the Proposal has documents in a language other than English or which are not translated in English as per the requirement of this RFP. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant.
Applicant shall be responsible for the authenticity/ factual correctness of the translated copy. At any stage (before empanelment / after empanelment of the Applicant), if it is found that the translated copies are different than the original document, NSDC at its sole discretion shall have the right to take suitable action against the Applicant under Clause 11 of this RFP; or
- f. If it is observed that the Applicant has indulged in any corrupt or fraudulent practice as defined in Clause 11 'Fraud and Corruption', wherever applicable; or
- g. Any other reason(s) as deemed fit by NSDC.

10. CONTRACT (EMPANELMENT)

10.1 EMPANELMENT PERIOD

The empanelment of the Applicant as SO will be through the Contract signed between the Applicant and NSDC. The draft version of the Contract with indicative clauses that the empaneled Applicant shall have to sign with NSDC, is available on https://nstdcindia.org/sites/all/themes/ibeec/images/titp/Draft_TITP_Contract_%20for_Applicants_through_RF_P_4_of_TITP.pdf, however, the final Contract may undergo minor revisions (not necessary). The Applicant, if empaneled as SO, shall abide by the Contract at all times.

10.2 RENEWAL OF THE CONTRACT

The renewal of empanelment from the third year shall be based on the performance of the SO and at the sole discretion of NSDC. The performance will be measured with respect to the number of candidates sent by the SO to Japan by the end of two years from the date of its empanelment. Refer to the TITP Guidelines for more details.

10.3 TERMINATION OF CONTRACT

NSDC, at any point in time, may terminate the Contract of the SO without prior notice to the SO if the Sending Organization is found to be indulged in corrupt or fraudulent practice, as per **Clause 11: 'Fraud and Corruption**. Refer to the TITP Guidelines for more details.

In case of any of the following defaults/breaches/non-compliances by the SO, NSDC may terminate the Contract with immediate effect if such default/breach/non-compliance is not remedied by the SO within 30 calendar days of the receipt of notice/show-cause from NSDC in this regard:

- a. The SO assigns or sub-contracts any or all its rights and/or obligations under the Contract to anyone/any company without the prior written consent of NSDC, which NSDC may give at its discretion after evaluating the situation/case; or
- b. The SO is found to be non-compliant to the TITP Guidelines or the Contract in any manner and at any stage;

- c. The SO fails to pay the fee as mentioned in this RFP and TITP Guidelines; or
- d. The SO fails to take a 'No-Objection' letter from NSDC before the candidate lands in Japan; or
- e. The SO is found to be non-performing as per the performance measure given in the TITP Guidelines; or
- f. Any other reason(s) as deemed fit by NSDC.

11. FRAUD AND CORRUPTION

- a. NSDC requires that the Applicant observes the highest standards of ethics during the preparation and submission of the Proposal and execution of TITP post empanelment as a SO. In pursuance of this policy, NSDC defines the terms set forth below:
 - i. 'Corrupt practice' means behavior on the part of officials of the Applicant by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed. Such practice includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or Contract execution; and
 - ii. 'Fraudulent practice' means a misrepresentation of facts at any stage, to influence the selection of the Applicant as a SO, detriment to NSDC, and includes collusive practices among Applicants (before empanelment or post empanelment of the Applicant as SO) designed to deprive NSDC of the benefits of free and open competition.
- b. NSDC will reject a Proposal for the award of Contract of empanelment if it determines that the Applicant recommended for it has engaged in corrupt or fraudulent practices in competing for the Contract; OR at any stage even after awarding the Contract. In addition, NSDC reserves the right to de-empanel the Applicant even after it has been empaneled as a SO if NSDC finds a reason to de-empanel as deemed fit by NSDC.
- c. NSDC will declare an Applicant ineligible to be evaluated under this RFP OR to be awarded any Contract/work by NSDC under this RFP or future RFPs/Expression of Interest (EOI)s or through any other method, conducted/released by NSDC for TITP or any other Japan-related program monitored or managed by NSDC if at any point of time it is found that the Applicant has engaged in corrupt or fraudulent practices for getting empaneled. Furthermore, NSDC may blacklist such an Applicant from all future programs related to Japan or any other program managed/monitored by NSDC even after the empanelment under this RFP. The blacklisting shall either be for an indefinite period or a stated period at the sole discretion of NSDC. Refer to the TITP Guidelines for more details.
- d. In the case of a Consortium/Association, all the members, including the Lead Applicant, shall be jointly and severally responsible for TITP implementation. NSDC shall have the right to take legal and other appropriate action(s) against the Applicant or any /all the Consortium/Association members (as the case may be), in case of corrupt or fraudulent activities as defined above or for any other reason as deemed fit by NSDC.
- e. If the Applicant participates in more than one Proposal in any manner (whether as a Sole Applicant (individually) or in Consortium/Association) for this RFP for empanelment of SO for TITP, all such Proposals

shall be disqualified, at the sole discretion of NSDC. Applicant/ each Consortium/Association member can apply in only one Proposal at any point in time.

12. OTHER TERMS AND CONDITIONS

12.1 COMPLIANCE WITH LAWS

- a. The Applicant shall undertake to observe, adhere to, comply with, and notify NSDC about all laws in force or as are made applicable in future, pertaining to or applicable to the Applicant, its business, employees, or its obligations towards employees and all purposes of this document. Applicant shall also undertake to indemnify, keep indemnified, hold harmless, defend and protect NSDC and its directors/governing body members/trustees/partners/employees/staff/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.
- b. Applicant shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc. as may be necessary or required for any of the purposes of providing the services/performing its obligations under the RFP/Contract or for the conduct of its own business under any applicable law, government regulation/guidelines and shall keep the same valid and in force during the term of the empanelment. In the event of any failure or omission to do so, the Applicant shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NSDC and its directors//governing body members/trustees/partners/employees/ staff/representatives/agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising therefrom.

12.2 DISPUTES AND ARBITRATION

a. Arbitration

Any controversy or claim arising out of the services to be rendered by Applicant pursuant to this RFP or Contract or TITP Guidelines, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between NSDC and the Applicant, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. The arbitration shall be conducted in New Delhi, India, in the English Language.

b. Governing laws and Jurisdiction

Subject to Clause 12.2(a) above, all disputes and controversies between NSDC and the Applicant shall be subject to the exclusive jurisdiction of the courts at New Delhi, India. The Applicant agrees to submit itself to the jurisdiction of such court. This RFP and Contract shall be governed by the laws of India.

12.3 REPRESENTATIONS AND WARRANTIES

Applicant hereby represents and warrants that:

- a. It is under no obligation or restriction, nor shall it assume any such obligation or restriction, that would in any way interfere or conflict with, or that would present a conflict of interest concerning, any obligations under this RFP or Contract.
- b. It is duly incorporated, validly exists under the applicable law.
- c. It has the right and authority to submit the Proposal under this RFP and enter into Contract (if selected) with NSDC and perform its obligations thereunder. The execution, delivery, and performance of terms and conditions under the Contract by the selected Applicant and the performance of its obligations thereunder are duly authorized and approved by all necessary action, and no other action on the part of Applicant is necessary to authorize the execution, delivery, and performance under the Contract.
- d. The submission of Proposal, execution, delivery, and performance under the Contract entered (in case the Applicant is selected):
 - i. shall not violate or contravene any provision of its documents of Incorporation.
 - ii. shall not violate or contravene any law, statute, rule, regulation, licensing requirement, order, injunction or decree of any court, governmental instrumentality or other regulatory, governmental, or public body, entity or authority by which it is bound or by which any of its properties or assets are bound.
- e. To the best of its knowledge, after reasonable investigation, no representation or warranty by the Applicant, and none of the documents furnished or to be furnished to NSDC, or in connection herewith or with the transactions contemplated hereby, contains or shall contain any untrue or misleading statement or omits or shall omit any fact necessary to make the statements contained herein or therein, in light of the circumstances under which it is made. There have been no events or transactions, or facts or information which has come to, or upon reasonable diligence, should have come to the Applicant and which have not been disclosed to NSDC, having a direct impact on the transactions contemplated hereunder.

13. PROCESS OF EVALUATION AND EMPANELMENT

13.1 EVALUATION PROCESS

Proposals submitted under this RFP to NSDC shall be evaluated as per the stages below:

Stage 1: Evaluation as per the ‘Eligibility Criteria’

Only such Proposals that satisfy the Eligibility Criteria shall be considered for the next stage of evaluation, as described below in Stage 2. Eligibility Criteria and the Technical Evaluation have been explained in Clause 14.

Stage 2: Technical Evaluation

Technical Evaluation is of 100 marks in total and consists of two components as given below:

- i. Desk Evaluation (Maximum Marks: 60)
- ii. Approach & Methodology (Maximum Marks: 40)

13.2 EMPANELMENT PROCESS

a. Final Scores

Final Scores of the Applicant after its evaluation in Stage 2 will be combined as below:

Total Marks: 100	Max Marks: 60	+	Max Marks: 40
Final Scores =	Marks obtained in Desk Evaluation {Stage 2 (i)}	+	Marks obtained in Approach & Methodology {Stage 2 (ii)}

To get empaneled as a SO, the Applicant will have to obtain a minimum of 60 marks as final scores out of 100, which would be the aggregate of Desk Evaluation and Approach & Methodology scores. NSDC's decision in this regard shall be final and binding on all the Applicants.

b. Due Diligence

NSDC may, at its sole discretion, conduct due diligence of any or all the Applicants before empanelment, either by itself or through any third party. Any fraudulent activity, misrepresentation of facts, and any such kind of adverse finding during due diligence may lead to disqualification of the Applicant without any prior notice.

c. Contract Signing

Contract signing with the selected Applicant shall occur after completing the evaluation process as defined above. NSDC will share the Contract copy with the Applicant for signing. The Applicant has to sign the Contract within 60 calendar days from the date of receiving the Contract, failing which NSDC may withdraw the empanelment consideration for the Applicant. At any stage, in case of refusal or failure by the Applicant to sign the Contract, the SO empanelment consideration for that Applicant shall be canceled.

Only such Applicants that sign the Contract with NSDC within the stipulated timeline shall be considered empaneled 'SOs' of India for TITP. Applicants empaneled as SOs shall be notified by NSDC.

14. ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION

14.1 IMPORTANT INSTRUCTIONS

The following points are applicable for both Eligibility Criteria and the Technical Evaluation:

- Applicant should ensure that all data/ information given under this RFP, is as of this RFP's release date unless otherwise specified.
- Proprietorships and Partnership firms are not allowed to apply to this RFP. However, Limited Liability Partnership ("LLP") registered under the Limited liability Partnership Act, 2008 is eligible to apply.
- The entities which are presently empaneled as SO by NSDC are not eligible to apply (whether as a Sole Applicant or in Consortium/Association) under this RFP in any manner.

- d. The Applicant must submit the data related to this RFP in the annexures as prescribed in this RFP, wherever applicable. Data in any other format shall not be accepted.
- e. If the Applicant is incorporated outside India and its documents are not in English, Applicant shall submit the English translated copies and the original document copy. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant. The Applicant shall be responsible for the authenticity/ factual correctness of the translated copy. At any stage, if it is found that the translated copies are different than the original document, NSDC, at its sole discretion, shall have the right to take any action against the Applicant under Clause 11.
- f. Self-attested letters as submitted by the Applicant should be signed by the Applicant's Authorized Signatory only.
- g. NSDC may request additional documents from the Applicant for evaluation of the Proposal, if so required. Applicant should submit the same to NSDC within the stipulated time frame given by NSDC, failing which the evaluation may stand canceled.
- h. The Proposal shall be page numbered, indexed, properly bound. Each page of the Proposal should be stamped and signed by the Authorized Signatory of the Applicant.
- i. If an Applicant submits or participates in more than one RFP for TITP in any manner (whether individually as a Sole Applicant or in Consortium/Association), all such RFPs may be disqualified, at the sole discretion of NSDC.
- j. Applicants are not allowed to submit information/documents of their Parent or Associate Companies/Organizations for this RFP. However, the Parent or Associate Company can apply in Consortium/Association with the Applicant if the Applicant wishes to use the information/documents of its Parent or Associate Firm.

14.2 RULES OF CONSORTIUM/ASSOCIATION

In the case of a Consortium/Association, the following aspects must be complied with:

- a. Consortium/Association can consist of a maximum of three (3) entities.
- b. In the case of a Consortium/Association, any member can be a Lead Applicant.
- c. The Lead Applicant must be clearly mentioned in the Proposal as per Annexure 15.9.
- d. All other instructions as given in Clause 14.1 shall apply to all Consortium/Association members (wherever applicable).

14.3 ELIGIBILITY CRITERIA

S. No.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE PRESCRIBED ANNEXURES
1	<p>Operational Capability</p> <p>For Sole Applicant : Applicant must be incorporated in India or any other country for at least three (3) years on the RFP release date.</p> <p>For Consortium/Association : only the Lead Applicant should fulfill the above-stated requirement. <u>Additionally</u>, other Consortium/Association members should have at least one (1) year of Incorporation on the date of RFP release.</p>	<p>i. Copy of the certificate of Incorporation of the Applicant.</p> <p>ii. In the case of a Consortium/Association, <u>all members</u> shall submit their incorporation certificate(s).</p>
2	<p>Financial Capability</p> <p>The <u>average</u> annual turnover of the best two (2) financial years out of the three financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018). FY 2020 to 2021 is not being considered due to the Covid impact.</p> <p>a. For Sole Applicant: <u>In case of a non-Japanese company:</u> At least INR 20 million (INR 2 Crore) <u>In case of a Japanese company:</u> At least JPY 20 million</p> <p>b. For Consortium/Association (only the Lead Applicant has to fulfill the below criteria) <u>In case of a non-Japanese company:</u> At least INR 20 million (INR 2 Crore) <u>In case of a Japanese company:</u> At least JPY 20 million</p> <p>Additionally, turnover of <u>each</u> of the other Consortium/Association members should be at least INR 1 Crore or equal to INR 10 million in FY 2019-2020.</p> <p>If the Consortium/Association member (other than the <u>Lead Applicant</u>) is a <u>Japanese Language Institute</u>, its annual turnover will not be evaluated.</p>	<p>Below mentioned documents from i to iii are applicable <u>only</u> for the Sole Applicant and the Lead Applicant in case of a Consortium/Association:</p> <p>i. Audited balance sheet including Profit & Loss statement for three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018)</p> <p>ii. Auditor’s report for the above stated three FYs.</p> <p>iii. Chartered Accountant (CA) /Auditor’s certificate as per Annexure 15.2</p> <p>Below mentioned points iv to vi are applicable <u>only</u> for the other Consortium/Association members, <u>not</u> for the Lead Applicant or the <u>Sole Applicant</u>:</p> <p>iv. Audited balance sheet including Profit & Loss statement for the FY 2019- 2020</p> <p>v. Auditor’s report for the FY 2019- 2020</p> <p>vi. Chartered Accountant (CA) /Auditor’s certificate as per Annexure 15.3</p>

14.4 TECHNICAL EVALUATION

(i) Desk Evaluation (Maximum Marks: 60)

S. NO	PARAMETER	MAXIMUM MARKS	INSTRUCTIONS	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE PRESCRIBED ANNEXURES
1	Applicant's years of Incorporation in India or any other country.	10	In the case of a Consortium/Association , only the Lead Applicant will be evaluated for scoring.	Documents submitted for the Eligibility Criteria (operational capability) shall be considered. Therefore, the Applicant is not required to submit the document again.
2	The average annual turnover of the best two (2) financial years out of three (3) financial years (i.e. FY 2019 -2020, FY 2018-2019, and FY 2017-2018).	10	In the case of a Consortium/Association , only the Lead Applicant will be evaluated.	Documents submitted for the Eligibility Criteria (financial capability) shall be considered. Therefore, the Applicant is not required to submit the document again.
3	The <u>average</u> annual turnover through <u>operations in JAPAN</u> of the best two (2) financial years out of three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018) Operations in Japan means the operations through Applicant's office established in Japan.	10	In the case of a Consortium/Association , Applicant should submit documents of <u>any one</u> of the Consortium/Association members.	<ul style="list-style-type: none"> i. Applicant's certificate of Incorporation of the Japan office. ii. Audited balance sheet including Profit & Loss statement for the three (3) financial years (i.e., FY 2019 - 2020, FY 2018-2019, and FY 2017- 2018). iii. Auditor's report for the three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018) iv. Chartered Accountant (CA) /Auditor's certificate as per Annexure 15.4

4	<p>Total number of candidates placed* in Japan in the last three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018)</p> <p><i>*Candidates placed in Japan could be from any country and not necessarily India. Candidates placed can be under TITP/ Specified Skilled Worker (SSW)/ highly skilled category.</i></p>	10	<p>In the case of a Consortium/Association , Applicant should submit documents of <u>any one</u> of the Consortium/Association members.</p>	<p>Self-attested letter as per Annexure 15.5</p>
5	<p>Total number of persons who completed training in the Japanese Language during the three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017-2018)</p>	10	<p>In the case of a Consortium/Association , Applicant should submit documents of <u>any one</u> of the Consortium/Association members.</p>	<p>i. Self-attested letter as per Annexure 15.6</p> <p><i>NSDC, at its sole discretion, may verify the details of candidates who appeared for the JLPT/ NAT, etc., through appropriate entities.</i></p>
6	<p>The number of Japanese language trainers** engaged/ employed with the Applicant (as of the RFP release date).</p> <p>**Non-native Japanese trainers must be at least N3 certified.</p>	10	<p>In the case of a Consortium/Association , Applicant should submit documents of <u>any one</u> of the Consortium/Association members.</p>	<p>i. Resume of trainer(s) with their contact details, including mobile number and email id. <u>Any resume without contact details shall not be considered for scoring.</u></p> <p>ii. Self-attested letter as per Annexure 15.7</p> <p>iii. JLPT/ NAT certificate of the trainers for <u>non-native</u> Japanese trainers.</p> <p>iv. For native Japanese trainers, the Applicant shall submit the valid license/document issued by appropriate authorities, proving that the trainer can teach Japanese in India.</p>
TOTAL: 60 marks				

(ii) Approach & Methodology (Maximum Marks:40)

Applicant shall give a presentation to NSDC covering the below-mentioned topics. The presentation may be online or offline, depending upon the location of the Applicant/ Consortium/ Association members. In case of a Consortium/ Association, all members shall be present during the presentation, failing which it may impact the scores of the Applicant.

The date, time, and duration of the presentation shall be informed to the Applicant in advance by NSDC.

Parameters
<p>a. Brief on the Applicant’s understanding of TITP.</p> <p>b. Experience of the Applicant in Japan OR operations in Japan.</p> <p>c. Prospective TITP internship linkages in Japan.</p> <p>d. List of major Japanese clients where Applicant has placed any candidates to Japan.</p> <p>e. Experience in teaching candidates in the Japanese Language.</p> <p>f. Business model envisaged for TITP including the total fee to be charged from the candidates.</p> <p>g. Job Sectors planned for training candidates under TITP with reasons for selecting such sectors.</p> <p>h. Challenges envisaged to implement the TITP, and measures planned to overcome those challenges.</p> <p>i. Applicant shall give the five years projection of the number of candidates to be placed in Japan from FY 2023 to FY 2027 as follows:</p> <p style="padding-left: 40px;">FY 2023 (Year 1): April 2022 to March 2023</p> <p style="padding-left: 40px;">FY 2024 (Year 2): April 2023 to March 2024</p> <p style="padding-left: 40px;">FY 2025 (Year 3): April 2024 to March 2025</p> <p style="padding-left: 40px;">FY 2026 (Year 4): April 2025 to March 2026</p> <p style="padding-left: 40px;">FY 2027 (Year 5): April 2026 to March 2027</p> <p>Refer to the TITP Guidelines to understand the process of the renewal of the Contract.</p>

Applicant shall submit its response to the questions mentioned above as per Annexure 15.13

15. PRESCRIBED FORMATS (ANNEXURES)

Applicant should submit the Proposal as per the annexures prescribed in this RFP, wherever applicable. Any deviation shall not be accepted. All annexures must be submitted, failing which the Proposal might stand cancelled by NSDC at its discretion. Please refer to the annexures given in this RFP as shown below.

Annexure 15.1 contains the checklist list of all annexures required for submitting the Proposal in response to this RFP. Applicant has to submit Annexure 15.1 to NSDC duly filled as per the given format on the next page.

16. SCOPE OF WORK FOR THE SO

Applicant, if selected as SO, shall fully comply with the TITP Guidelines as amended from time to time. The TITP Guidelines may be accessed at - <https://nsdcindia.org/sites/all/themes/ibeas/images/send-org/TITP-Guidelines-Oct-2021.pdf>.

Annexure 15.1: CHECKLIST OF ALL ANNEXURES

*In the case of a Consortium/ Association, only the Lead Applicant needs to submit this Annexure 15.1.
This Annexure has to be submitted on the Sole Applicant's/ Lead Applicant's (as the case may be) letterhead only.*

- Name of the Sole Applicant / Lead Applicant (in case of Consortium/Association):
- Name of the Consortium/Association member 1 (in case of Consortium/Association):
- Name of the Consortium/Association member 2 (in case of Consortium/Association):

S. NO.	ANNEXURES	APPLICANT HAS TO FILL THIS COLUMN ONLY (Specify the page number in the Proposal)
1	Eligibility Criteria Operational Capability	Sole Applicant / Lead Applicant's document Page Number: Consortium/Association Member 1's document Page Number: Consortium/Association Member 2's document Page Number:
2	Eligibility Criteria Financial Capability: Refer to Annexure 15.2 (only for Sole Applicant) Refer to Annexure 15.3 (Only for Consortium/Association Members)	Sole Applicant / Lead Applicant's document Page Number: Consortium/Association Member 1's document Page Number: Consortium/Association Member 2's document Page Number:
3	Technical Evaluation For Parameter 1 (Years of Incorporation)	NSDC shall consider the Applicant's document submitted under Eligibility Criteria (Operational Capability).
4	Technical Evaluation For Parameter 2 (Average annual turnover of the best two financial years)	NSDC shall consider the Applicant's document submitted under Eligibility Criteria (Financial Capability)
5	Technical Evaluation For Parameter 3 (Average annual turnover of the best two FYs through operations in Japan): Annexure 15.4	Page Number:
6	Technical Evaluation For Parameter 4 (Number of candidates placed in Japan): Annexure 15.5	Page Number:

7	Technical Evaluation For Parameter 5 (Number of persons completed Japanese language training): Annexure 15.6	Page Number:
8	Technical Evaluation For Parameter 6 (Number of Japanese language trainers engaged/ employed): Annexure 15.7	Page Number:
9	Power of Attorney by the Sole Applicant / Lead Applicant / other Consortium members whose Authorized Signatory for this RFP is different from the person authorized by Board Resolution under Annexure 15.10, and Annexure 15.8	Page Number:
10	Power of Attorney in favour of Lead Applicant of the Consortium/Association Annexure 15.9	Page Number:
11	Board Resolution Annexure 15.10	Page Number:
12	Proposal Declaration Annexure 15.11	Page Number:
13	Approving Standards of SO Annexure 15.12	Page Number:
14	Approach & Methodology Annexure 15.13	Page Number:

For _____ <Applicant's legal entity name>

Signature: _____

Name of Authorized Signatory: _____ Designation: _____

Date: _____

Annexure 15.2

Certificate stating the average annual turnover of the best two FYs

In the case of a Consortium/Association, only the Lead Applicant shall be evaluated. This Annexure has to be submitted on the CA / Auditor's letterhead only.

To,
Country Head – Japan, Russia , Southeast Asia
National Skill Development Corporation
301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037

Subject: Certificate stating the average annual turnover of the best two FYs

It is certified that the following information is correct, and as per the audited financial reports of _____ <write Sole Applicant/Lead Applicant's legal entity name here>, having its registered address at _____ <write the full registered address here>

S. No.	Financial Year	For Indian firms only	For Japanese firms only	For Foreign Applicants (i.e., Non-Indian) but other than Japanese firms, only	
		Annual Turnover in Indian Rupees (In Million)	Annual Turnover in Japanese Yen (In Million)	Annual turnover in the Applicant's currency (In Million). <i>For example, if the Applicant is a Philippines based company, it shall write its turnover in Philippine Peso in Million</i>	Annual Turnover equivalent to Indian Rupees* (In Million)
1	FY 2019-2020 (FY 1)				
2	FY 2018-2019 (FY 2)				
3	FY 2017-2018 (FY 3)				
4	Average turnover of the best two financial years : {(FY..... + FY.....)/2} <i>Applicant must specify the FY in the above blanks</i>				

**For all purposes, the currency conversion rate should be taken as of the date of RFP release*

For _____ (CA / Auditor's name)

Signature & stamp of the CA/Auditors with membership number _____

Unique Document Identification Number** (UDIN): _____

***{UDIN is required only in case of the Indian Applicant}*

Annexure 15.3

Certificate stating the annual turnover of FY 2019 – 2020

Applicable only for the Consortium/Association Member(s) , other than the Lead Applicant; not required in case of a Sole Applicant. This Annexure has to be submitted on the CA / Auditor's letterhead only.

To,
Country Head – Japan, Russia Southeast Asia
National Skill Development Corporation
301, West Wing, Wordmark 1, Aerocity, New Delhi – 110037

Subject: Certificate stating the Annual turnover of FY 2019 – 2020

It is certified that the following information is correct, and as per the audited financial reports of _____ <write Consortium/Association member's legal entity name here>, having its registered address at _____ <write the full registered address here>

Financial Year	For Indian firms only	For Japanese firms only	For Foreign Applicants (i.e., Non-Indian) but other than Japanese firms, only	
	Annual Turnover in Indian Rupees (In Million)	Annual Turnover in Japanese Yen (In Million)	Annual Turnover in the Applicant's currency (In Million). <i>For example, if the Applicant is a Philippines based company, it shall write its turnover in Philippine Peso in Million</i>	Annual Turnover equivalent to Indian Rupees* (In Million)-
FY 2019-2020				

**For all purposes, the conversion rate should be taken as of the date of RFP release*

For _____ (CA / Auditor's name)

Signature & stamp of the CA/Auditors with membership number _____

Unique Document Identification Number** (UDIN): _____

*** (UDIN is required only in case of the Indian Applicant)*

Annexure 15.4

Certificate stating the average annual turnover of the best two FYs from operations in Japan

*In the case of a Consortium/Association, only one of the Consortium/Association members shall be evaluated.
This Annexure has to be submitted on the CA / Auditor's letterhead only.*

To,
Country Head – Japan, Russia , Southeast Asia
National Skill Development Corporation
301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037

Subject: Certificate stating the average annual turnover of the best two FYs from operations in Japan

It is certified that the following information is correct, and as per the audited financial reports of _____ <write Applicant's legal entity name here>, having its registered address at JAPAN at _____ <write the full registered office address in Japan>

S. No.	Financial Year	Annual Turnover in Japanese Yen (In Million)
1	FY 2019-2020 (FY 1)	
2	FY 2018-2019 (FY 2)	
3	FY 2017-2018 (FY 3)	
	Average turnover of the best two financial years : {{FY..... + FY.....}/2} Applicant must specify the FY in the above blanks	

For _____ (CA / Auditor's name)

Signature & stamp of the CA/Auditors with membership number _____

Unique Document Identification Number** (UDIN): _____

** (UDIN is required only in case of the Indian Applicant)

Annexure 15.5

Self-attested letter stating the total number of candidates placed in JAPAN during three (3) financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018).

In the case of Consortium/Association, only one of the Consortium/Association members shall submit the document. This Annexure has to be submitted on the Applicant's letterhead only.

To,
Country Head – Japan, Russia , Southeast Asia
National Skill Development Corporation
301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037

Subject: Total number of candidates placed in JAPAN

It is hereby certified that the total number of candidates placed in Japan during the three financial years (i.e., FY 2019 -2020, FY 2018-2019, and FY 2017- 2018) by _____ <Write Applicant's legal entity name *here*> is given below:

S. NO	Financial Year	Total number of candidates placed in Japan	Job/internship Category (TITP/SSW/Highly skilled Professionals/ others). If others, pls specify details
1	FY 2019 – 2020 (FY 1)		
2	FY 2018 – 2019 (FY 2)		
3	FY 2017- 2018 (FY 3)		
Grand Total			

For _____ <Applicant's legal entity name>

Signature: _____

Name of Authorized Signatory : _____ Designation: _____

Date : _____

Annexure 15.6

Self-attested letter stating the total number of persons who have completed training in the Japanese Language during the three (3) financial years (FY 2019 -2020, FY 2018-2019, and FY 2017- 2018).

In the case of Consortium/Association, any one of the Consortium/Association members shall submit the document. This Annexure has to be submitted on the Applicant's letterhead only.

To,
Country Head – Japan, Russia , Southeast Asia
National Skill Development Corporation
301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037

Subject: Total number of persons who have completed training in the Japanese language during the three financial years FY 2019 -2020, FY 2018-2019, and FY 2017- 2018).

It is hereby certified that the total number of persons trained in the Japanese language by _____ <Applicant's legal entity name here> during the three FYs (FY 2019 -2020, FY 2018-2019, and FY 2017- 2018) is :

S. No	Financial Year	Total number of persons who have completed training in the Japanese Language	Out of the total persons who completed training, the number of persons certified N5	Out of the total persons who completed training, the number of persons certified N4	Out of the total persons who completed training, the number of persons certified N3*
1	FY 2019 – 2020 (FY 1)				
2	FY 2018 – 2019 (FY 2)				
3	FY 2017- 2018 (FY 3)				
Total					

* Applicant may add the columns pertaining to N2 or N1 also if it wants.

For _____ <Applicant's legal entity name>

Signature: _____

Name of Authorized Signatory : _____ Designation: _____

Date : _____

Annexure 15.7

Self-attested letter stating the total number of Japanese language trainers engaged/employed with the Applicant.

In the case of a Consortium/Association, any one of the Consortium/Association members shall submit the document. This Annexure has to be submitted on the Applicant's letterhead only.

To,
Country Head – Japan, Russia , Southeast Asia
National Skill Development Corporation
301, West Wing, Worldmark 1, Aerocity, New Delhi – 110037

Subject: Total number of Japanese language trainers engaged/ employed

It is hereby certified that the total number of Japanese language trainers engaged/ employed with _____ <Applicant's legal entity name here> are _____ <write the total count>, as of the release date of the RFP to which the Proposal is submitted.

S. No.	Name of Japanese Language Trainers	Nationality of the Trainer	The certification level of the trainer (N3 , N2 or N1) <i>for non-native Japanese trainers only</i>
1.			
2.			
3.			
4.			
.....	Pls add the rows if necessary		

For _____ <Applicant's legal entity name>

Signature: _____

Name of Authorized Signatory : _____ Designation: _____

Date : _____

Annexure 15.8

Power of Attorney in favour of the Authorized Signatory

This Power of Attorney is required to be submitted in case the Authorized Signatory for this RFP is different from the person authorized by the Board Resolution under Annexure 15.10. Only the concerned Sole Applicant / Lead Applicant / other Consortium member will submit this Power of Attorney whose Authorized Signatory for this RFP is different from the person authorized by Board Resolution under Annexure 15.10. Therefore, in case the Authorized Signatory for this RFP is the same person who has been authorized by the Board Resolution under Annexure 15.10, this Power of Attorney is not required.

To be executed on a stamp paper of requisite value and notarized as per the law of the State/Country where it is being executed. If there is no such requirement as per the law, this may be ignored.

Power of Attorney for Signing Proposal

Know all men by these presents, We [Write the Applicant's legal entity name and address of the registered office] (hereinafter referred to "Executant") do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. [Write the name of the person who is being authorized as Attorney], son/daughter/wife of [Write name of the person] and presently residing at [Write the address], who is holding the position of [Write the person's designation], as our true and lawful attorney (**hereinafter referred to as the "Attorney" / "Authorized Signatory"**). The Attorney / Authorized Signatory is authorized 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 Proposal in response to Request For Proposal (**hereinafter referred to as the 'RFP'**) dated <October 14, 2021> for the Empanelment of Sending Organizations in India for **Japan's Technical Intern Training Program (hereinafter referred to as "Program")** including but not limited to signing and submission of Proposal, all applications and other documents and writings, and providing information/ responses to, representing us in all matters before the **National Skill Development Corporation (hereinafter referred to as the "NSDC")**. The Attorney / Authorised Signatory is also authorized for signing and execution of all Contracts including the undertakings, declarations, etc., consequent to acceptance of our Proposal to the RFP and generally dealing with NSDC in all matters in connection with or relating to or arising out of our Proposal for the said Program and/ or upon award thereof to us and/or entering into of the Contract etc., and thereafter for the Program, with NSDC.

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

IN WITNESS WHEREOF WE, _____[Write the Applicant's legal entity name], THE ABOVE-NAMED EXECUTANT(S) HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY.

For _____ <Applicant's legal entity name>

Signature: _____

Name of the person authorized by the Board: _____

Designation : _____

Date : _____

Accepted

Signature: _____

Name of Attorney / Authorized Signatory: _____

Designation: _____

Date : _____

Notarized

Name, Signature and seal/stamp of the Notary

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the (i) applicable law of the State/Country where it is being executed, and (ii) the charter documents of the concerned Sole Applicant/Lead Applicant/consortium member, and (iii) when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Annexure 15.9

Power of Attorney in favour of Lead Applicant of the Consortium/Association

This Annexure is required only if the Applicant is a Consortium/Association. Further, it has to be executed on a stamp paper of requisite value and notarized as per the law of the State/Country where it is being executed. In case there is no such requirement as per the law, this may be ignored.

It shall be signed by all Consortium/Association members. Members shall NOT submit separate documents. It has to be signed by all on a single document.

Power of Attorney in favour of Lead Applicant of Consortium/Association

Whereas, the National Skill Development Corporation (**hereafter referred to as 'NSDC'**) has invited Proposal through **Request for Proposal (hereafter referred to as 'RFP')** document dated <October 14, 2021> from interested eligible entities for Empanelment as Sending Organizations in India for Japan's Technical Intern Training Program (**hereafter referred to as 'Program'**);

Whereas, _____ [Write the Lead Applicant's legal entity name], and _____ [Write the Consortium/Association member 1's legal entity name] and _____ [Write the Consortium/Association member 2's legal entity name] (**collectively the "Consortium/Association"**) being Members of the Consortium/Association are interested in submitting the Proposal in Consortium/Association, and in accordance with the terms and conditions of the RFP and other connected documents in respect of the Program;

Whereas, it is necessary for the Members of the Consortium/Association to designate one of them as the Lead Applicant with all necessary power and authority to do for and on behalf of the Consortium/Association, all acts, deeds, and things as may be required in connection with the Consortium/Association's application for empanelment as Sending Organization in India for the Program.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:

We, _____ [Write the name of any one of the Consortium/Association members except the Lead Applicant] having its registered office at _____ [Write the address], and _____ [Write the name of other Consortium/Association member except the Lead Applicant. Please leave this blank if the Consortium consists of only two members including the Lead Applicant] having its registered office at _____ [write the address], (**hereinafter collectively referred to as the "Executants"**) do hereby irrevocably designate, nominate, constitute, appoint and authorize _____ [Write the Lead Applicant's legal entity name] having its registered office at _____ [Write the address of the Lead Applicant], being one of the Members of the Consortium/Association, **as the Lead Applicant** and true and lawful attorney of the Consortium/Association (**hereinafter referred to as the "Attorney"**).

We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium/Association and any one of us, to prepare, sign and submit the Proposal, submission of further information and / or documents as required by NSDC from time to time, and during the evaluation process, and in the event the Consortium/Association is empaneled and in this regard, to do on our behalf and

on behalf of the Consortium/Association, all or any of such acts, deeds or things as are necessary or required or incidental to including but not limited to signing and submission of Proposal, all applications and other documents and writings, respond to queries, submit information/ documents, sign and execute all the documents required consequent to acceptance of Proposal of the Consortium/Association and generally to represent the Consortium/Association in all its dealings with NSDC, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Proposal in response to RFP and/ or upon award thereof and/or entering into of the Contract and other related contracts, affidavits, declarations, undertakings etc., and thereafter for the Program, with NSDC.

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

IN WITNESS WHEREOF WE, THE EXECUTANTS ABOVE NAMED, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DD/MM/YYYY.

For _____ < Consortium/Association member 1's legal entity name >
Signature: _____
Name of Authorized Signatory of Consortium/Association member 1: _____
Designation: _____ Date: _____

For _____ < Consortium/Association member 2's legal entity name >
Signature: _____
Name of Authorised Signatory of Consortium/Association member 2: _____
Designation: _____ Date: _____

Accepted

For _____ < Lead Applicant's legal entity name >
Signature: _____
Name of Authorised Signatory of Lead Applicant: _____
Designation: _____ Date: _____

Notarized

Name, Signature and seal/stamp of the Notary

Note: The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the (i) applicable law of the State/Country where it is being executed, and (ii) the charter documents of the concerned Sole Applicant/Lead Applicant/consortium member, and (iii) when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Annexure 15.10

Board Resolution in favour of the 'Authorized Signatory' or 'the person executing the Power of Attorney as per the Annexure 15.8'

*The Board Resolution needs to be submitted by the Sole Applicant. In the case of a Consortium/Association, all members shall submit it **separately** on their respective letterheads.*

CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS/MEMBERS/TRUSTEES AT ITS MEETING HELD ON THE DD/MM/YYYY AT _____

"RESOLVED:

THAT the Company/Society/Trust/LLP does approach National Skill Development Corporation (**hereafter referred to as "NSDC"**) for empanelment as Sending Organization in India for Japan's Technical Intern Training Program in response to the **Request For Proposal (hereinafter referred to as the "RFP")** dated <October 14, 2021> issued by NSDC.

THAT the detailed Proposal in the prescribed format be duly filled and submitted to NSDC along with all necessary documents.

THAT the following directors/trustees/members/ authorized signatories be and are hereby severally authorized to sign and execute the Proposal, documents, power of attorney, papers, guarantee, declaration, confirmation, affidavit, undertaking, indemnity, contracts, and such other instruments/documents as security or otherwise, as may be required by NSDC:

S. No.	Name of Directors/Trustees/Members/ Authorized Signatories	Designation

THAT copy of the resolutions mentioned above certified to be true be furnished to NSDC".

CERTIFIED TO BE TRUE

For _____ <Applicant's legal entity name>

Signature _____

Name of Director/ Governing Council Member/Partner* _____

Designation : _____ Date : _____

DIN/PAN (if applicable) : _____

**This resolution shall be signed:*

- a. in case of a company, by the Director;*
- b. in case of a Society, by the Governing Council Member;*
- c. in case of a Trust, by the Trustee; and*
- d. in case of a LLP, by the Partner.*

Further, this resolution should be signed by a Director/Governing Council Member/Trustee/Partner other than the Director/Governing Council Member/Trustee/Partner authorized in the resolution above.

Annexure 15.11

Proposal Declaration Letter

*In the case of a Consortium/Association, all the members have to submit this declaration **separately**. This Annexure has to be submitted on the respective Applicant's letterhead only.*

I, _____, _____ [Write the name and designation of the Authorized Signatory] of the _____ [Write the Applicant / Lead Applicant/Consortium/Association member name], having its office at _____ [Write the address of the registered office] do hereby, on behalf of the Applicant / Lead Applicant/ Consortium/Association member, declare, state, certify and affirm as follows with respect to our proposal submitted ("Proposal") to National Skill Development Corporation ("NSDC") in response to Request for Proposal document dated <October 14, 2021> ("RFP") for Empanelment as Sending Organizations in India for Japan's Technical Intern Training Program ('TITP' or 'Program'):

1. That all information provided in the Proposal submitted by us is true and correct.
2. That we shall make available to NSDC all additional information that NSDC may find necessary and ask from us for the evaluation of the Proposal.
3. That we declare and ensure that none of the members of our Board of Directors/Governing Body/Trustee/Partner (other than as a Nominee/Professional /Honorary director) is a willful defaulter as per the list maintained and published by the concerned authority in our country {in case of Indian Applicants, Reserve Bank of India (RBI) and Credit Information Bureau India Limited (CIBIL)}.
4. That we shall take expeditious and effective steps for the immediate removal of any director from our Board/Governing Body in the event of inclusion of the name of such a director/governing body member/trustee/partner on the said list maintained by the concerned authority in our country (in case of Indian Applicants, RBI and CIBIL).
5. That we agree that NSDC shall, at all times, have the full rights to share the credit information relating to us and / or our officials/directors/governing body members/trustees/partners/employees etc. as deemed appropriate, with the concerned authority in our country (in case of Indian Applicants, RBI and CIBIL) from time to time.
6. That we are in compliance with all the laws applicable on us including but not limited to labor laws, environmental laws, tax laws, industrial laws.
7. That we have submitted all the applicable supporting documents along with Proposal.
8. That we have not been blacklisted by any Central/State Government Agency/Body/Corporation of India, Japan or any other country where we are operating.
9. That we have not directly or indirectly or through an agent engaged or indulged in **any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice** in respect of any Proposal submitted by us or any agreement entered into by us with NSDC or any other public sector enterprise or any government, Central or State of India, Japan or any other country where we are operating.
10. That we have taken steps to ensure that no person acting for us or on our behalf has engaged or shall engage in **any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in India, Japan or any other country** where we are operating.
11. That we, regarding matters other than security and integrity of the country, have not been convicted by any Court of Law of India, Japan, or any other country where we are operating or indicted or adverse

- orders passed by a regulatory authority which could cast doubt on our ability to provide the services / perform our obligations under RFP / Contract or which relates to a grave offense that outrages the moral sense of the community.
12. That regarding matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government of India, Japan, or any other country where we are operating or convicted by any Court of Law for any offense committed by us or by any of our associates.
 13. That we have never been involved or convicted in any criminal antecedents including but not limited to human trafficking in / to any country across the globe.
 14. That we acknowledge that we are responsible for getting placements (internship linkages) from Japan for the internship of our candidates as TITP interns, and NSDC is not responsible for any of these activities.
 15. That we have thoroughly read the RFP, TITP Guidelines, and the draft Contract. We have understood our role as a Sending Organization and other terms and conditions as detailed in the above-stated documents. If empaneled as a Sending Organization under TITP by NSDC, we shall abide by all the terms and conditions of the Contract, Proposal, TITP Guidelines and any other applicable guidelines at all times.
 16. That we fully understand that we need to timely submit the periodic monitoring data to NSDC, or any other data requested by NSDC from time to time. The data provided shall be accurate to the best of our knowledge at all times.
 17. That we have thoroughly read The Approving Standards as per Annexure 15.12 for the Sending Organizations and abide by them currently and shall always abide by them at all times during the execution of TITP.
 18. That we will take 'No-objection' letter from NSDC as per the format provided in the TITP Guidelines, before we/candidate applies for the VISA for the candidate who has to be placed in Japan, failing which NSDC may de-empanel us without any notice.
 19. That sub-contracting, sub-letting, or franchisee arrangement without the written approval of NSDC is punishable, and if found guilty, NSDC may take appropriate action against us, including immediate de-empanelment.
 20. That we may be penalized by NSDC including termination of our empanelment / Contract at NSDC's sole discretion, as per the clauses mentioned in this RFP and / or in accordance with the Contract for empanelment and / or as per the TITP Guidelines and / or any compliance/monitoring related email/notification.
 21. That we shall appropriately select and send to Japan only those candidates who are motivated to engage in technical intern training with the understanding of the objectives of the TITP and to contribute to the economic development of India by making use of the achievement through the technical intern training after returning to India.
 22. That we shall clearly specify the calculating criteria of commissions and any other fees to be collected from candidates to be trained for TITP, and shall make the criteria publicly available, and shall explain the detail of such commissions and other fees to trainees and candidates in order to obtain their understanding sufficiently.
 23. That we shall provide the technical interns who returned to India after completing the technical intern training with necessary support, such as finding occupations for them to appropriately utilize the acquired technical skills, etc.
 24. That with respect to the appropriate implementation of the TITP and the protection of technical interns, we shall respond to the requests from the Minister of Justice of Japan, the Minister of Health, Labour and Welfare of Japan, or the Organization for Technical Intern Training. Such requests include

- cooperation on follow-up surveys on the technical intern trainees who returned to India after completing the technical intern training.
25. That neither we nor any of our board members have ever been sentenced to imprisonment or more severe penalty in Japan, India, or any other country; OR at least five years have elapsed after the completion or exemption of the sentence of such imprisonment or penalty on us or any of our body members.
 26. That we shall carry out TITP in accordance with the laws and regulations of India and Japan.
 27. That neither we nor any of our board members have ever conducted any of the following acts within the preceding five years:
 - a. In connection with technical intern training, managing money or other properties of trainees and candidates, their relatives or other persons concerned, regardless of any reasons such as collecting deposits or any other purposes;
 - b. Concluding any contracts that impose monetary penalties or that expect the undue transfer of money or other properties for the violation of the contracts in relation to technical intern training;
 - c. Human rights infringements against trainees and candidates such as assaults, intimidations, and restrictions of freedom; and
 - d. With regards to the procedures of the TITP as well as the immigration program in Japan, to use or provide forged, altered, or false documents, pictures, or drawings with the intention of obtaining permissions fraudulently.
 28. That in coordinating applications for technical intern training to Japanese Supervising Organizations, we shall confirm that trainees and candidates, their relatives, or other persons concerned have never been involved in the acts set out in sub-Clause (a) and (b) of Clause (27) of this Proposal Declaration Letter.
 29. That acknowledging the importance of addressing the disappearance of technical interns, we shall cooperate with Japanese Supervising Organizations, other concerned stakeholders, and NSDC and make efforts to prevent technical interns from disappearing.
 30. That we shall have the necessary capacities to appropriately coordinate applications for the technical intern training to Japanese Supervising Organizations.

In witness thereof, we submit this Proposal under and in accordance with the terms of these present.

Yours faithfully,

For _____ <Applicant's / Lead Applicant's/ Consortium/Association member's legal entity name>

Signature : _____

Name of the Authorized Signatory : _____

Designation: _____

Date: _____

Annexure 15.12

Undertaking to abide by the Approving Standards for Sending Organizations

*In case of a Consortium/Association, all the members have to submit this declaration **separately**.
This Annexure has to be submitted on the respective Applicant's letterhead only.*

We, ----- [Write the Applicant's legal entity name], agree that if we become the Sending Organization, we abide/shall abide to the Approving Standards for Sending Organizations as detailed below:

Approving Standards for Sending Organizations as per the signed Memorandum of Cooperation (MoC) signed between the Government of India and the Government of Japan are:

1. To appropriately select and send to Japan only those who are motivated to engage in Technical Intern Training with the understanding of the objectives of the Technical Intern Training Program and to contribute to the economic development of the Republic of India (hereinafter referred to as "India") by making use of the achievement through the Technical Intern Training after returning to India.
2. To clearly specify the calculating criteria of commissions and any other fees to be collected from 'Technical Intern Trainees and/or Technical Intern Trainee candidates and make the criteria publicly available, and to explain the detail of such commissions and other fees to Technical Intern Trainees and candidates in order to obtain their understanding sufficiently.
3. To provide the Technical Intern Trainees who returned to India after completing the Technical Intern Training with the necessary support, such as finding occupations in order for them to appropriately utilize the acquired technical skills, etc.
4. With respect to the appropriate implementation of the Technical Intern Training Program as well as the protection of Technical Intern Trainees, to respond to the requests from the Minister of Justice of Japan, the Minister of Health, Labour and Welfare of Japan, or the Organization for Technical Intern Training. Such requests include cooperation on follow-up surveys on the Technical Intern Trainees who returned to India after completing the Technical Intern Training.
5. As for Sending Organization and its board members, if they had been sentenced to imprisonment or more severe penalty in Japan, India or any other countries, at least five years have elapsed after the penalty had been completed or the penalty had been exempted from the execution.
6. To carry out any projects in accordance with the laws and regulations of India.
7. As for Sending Organization and its board members, to have never conducted any of the following acts within the preceding five years:
 - a) In connection with Technical Intern Training, managing money or other properties of Technical Intern Trainees and candidates, their relatives or other persons concerned, regardless of any reasons such as collecting deposits or any other purposes;

- b) Concluding any contracts that impose monetary penalties or that expect the undue transfer of money or other properties, for the violation of the contracts in relation to Technical Intern Training;
 - c) Human rights infringements against Technical Intern Trainees and candidates such as assaults, intimidations, and restrictions of freedom; and
 - d) With regard to the procedures of the Technical Intern Training Program as well as the immigration program in Japan, to use or provide forged, altered or false documents, pictures or drawings with the intention of obtaining permissions fraudulently.
8. In coordinating applications for Technical Intern Training to Japanese supervising organizations, to confirm that Technical Intern Trainees and candidates, their relatives, or other persons concerned have never been involved in the acts set out in (a) and (b) of (7).
9. Acknowledging the importance of addressing the disappearance of Technical Intern Trainees, to cooperate with Japanese supervising organizations and to make efforts in order to prevent Technical Intern Trainees from disappearing.
10. To have the necessary capacities to appropriately coordinate applications for the Technical Intern Training to Japanese Supervising Organizations

For _____ <Applicant's / Lead Applicant's/ Consortium/Association member's legal entity name>

Signature : _____

Name of the Authorized Signatory : _____

Designation: _____ Date: _____

Annexure 15.13

Approach & Methodology Response Form

It is mandatory to submit the information for all the questions listed below (there is no word limit for responding to the questions). In the case of a Consortium/Association, only the Lead Applicant shall submit this Annexure. It has to be submitted on the Sole Applicant/ Lead Applicant's letterhead.

1. Brief on the Applicant's understanding of TITP.
2. Experience of the Applicant in Japan OR operations in Japan.
3. Prospective TITP internship linkages in Japan.
4. List of major Japanese clients where Applicant has placed any candidates to Japan.
5. Experience in teaching candidates in the Japanese language.
6. Business model envisaged for TITP including the total fee to be charged from the candidates.
7. Job Sectors planned for training candidates under TITP with reasons for selecting such sectors.
8. Challenges envisaged to implement the TITP, and measures planned to overcome those challenges.

9. Five years projection of the number of candidates to be placed in Japan from FY 2023 to FY 2027.
Applicant to submit YEAR WISE PROJECTIONS as mentioned below:

FY 2023 (Year 1): <i>April 2022 to March 2023</i>	FY 2024 (Year 2): <i>April 2023 to March 2024</i>	FY 2025 (Year 3): <i>April 2024 to March 2025</i>	FY 2026 (Year 4): <i>April 2025 to March 2026</i>	FY 2027 (Year 5): <i>April 2026 to March 2027</i>

For _____ <Applicant's legal entity name>

Signature : _____

Name of the Authorized Signatory of the Applicant: _____

Designation: _____ Date: _____