



**Request For Proposal (RFP)**  
for  
**Empanelment of Sending Organizations in India**  
For  
**Japan's Technical Intern Training Program**  
**(TITP)**  
*Phase – 3*

*29<sup>th</sup> November, 2019*

National Skill Development Corporation,  
301, West Wing, Worldmark 1,  
Aerocity, New Delhi - 110037  
Website: [www.nsdcindia.org](http://www.nsdcindia.org)  
Phone: 011-47451600 Fax  
No: 011-46560417

CIN: U85300DL2008NPL181612

## Section 1 – LETTER OF INVITATION

**RFP Notice No: RFP/SEP/2019/0002**

29<sup>th</sup> November 2019

**From:**

National Skill Development Corporation,  
301, West Wing, Worldmark 1, Aerocity,  
New Delhi - 110037

**To,**

**All Prospective Applicants**

1. National Skill Development Corporation (NSDC) invites Proposals for the Empanelment of Sending Organizations in India for Japan's Technical Intern Training Program (TITP).
2. This Request For Proposal (RFP) is open to all eligible prospective Applicants.
3. A Contract for the Empanelment will be signed with the Applicant(s) selected as per the Process of Evaluation and Empanelment under this RFP. The Contract will be as per the standard terms of NSDC.
4. NSDC reserves the right to accept or reject any or all Proposals, or to annul the empanelment process and reject all Proposals at any time prior to the award of Contract, without thereby incurring any liability or any obligation in any form to any affected Applicants on any grounds.
5. This RFP includes the following documents: Section 1 - Letter of Invitation  
Section 2 - Instructions to Applicants  
Section 3 – Process of Evaluation and Empanelment  
Section 4 – Proposal - Standard Formats and Forms  
Section 5 - Terms of Reference
6. Brief about the RFP is provided below. Applicants are advised to read the entire RFP to get the details before sending the Proposal in response to this RFP.

NSDC is desirous of identifying the credible potential entities to be empaneled as Sending Organizations for sending the trained youth of India to Japan as interns under TITP. TITP is a program of Japan, which is aimed at accepting young and middle-aged workers from various countries and fostering talented individuals who can contribute to the development of industries in their countries through the transfer of Japanese industrial and vocational skills, techniques and knowledge.

A brief about TITP and the broad roles and responsibilities of Sending Organizations are provided in the Terms of Reference (Section 5). NSDC has released TITP guidelines [that cover, including but not limited to, detailed role of NSDC (as Implementing and Monitoring Agency of TITP) and Sending Organizations]. NSDC reserves the right to empanel any number of Applicants as Sending Organizations at any point of time at the sole discretion of NSDC.

The empanelment of the Applicant will be for a period of not exceeding 60 months from the date of empanelment. The empanelled Applicant's Services / Contract may be terminated at any point of time

on account of non-performance/ deliverables issues or for any other reason whatsoever. The renewal of empanelment shall be at the sole discretion of NSDC.

7. Interested Applicants must submit '**Proposal for the Empanelment of Sending Organizations in India for Japan's TITP, Phase 3**' in a standard format as given in this RFP. All Proposals must be accompanied by a **Proposal Security** as specified in this RFP. **The Proposal shall be submitted in hard copy (in original and copy), as well as soft copy in a sealed envelope** at the address given below. The outer envelope shall bear the name of the addressee, submission address, RFP number, title of RFP and Applicant's name. The Applicant shall super-scribe on the envelope "CONFIDENTIAL – DO NOT OPEN".

The Proposal must be submitted before **6:00 PM IST of 30th September,2020**

**NSDC reserves the right to open Proposals, commence their evaluation and announce empanelment as and when Proposals are received before the closing date and time i.e. 6:00 PM IST of 30th September,2020.**

**Address for submission of Proposals:**

TITP Team  
National Skill Development Corporation,  
301, West Wing, Worldmark-1, Aerocity,  
New Delhi - 110037  
Phone: 011-47451600

For **National Skill Development Corporation**

**Manish Kumar MD & CEO**

## Section 2- INSTRUCTIONS TO APPLICANTS

### 1. DEFINITIONS & ACRONYMS

In this RFP document, unless the context otherwise requires, -

- a. "Applicant" means any legal entity (if applying individually) and group of legal entities (if applying in Consortium) which is / are submitting the Proposal in response to this RFP. Proprietorship and Partnership firms are not allowed to apply under this RFP hence not considered as Applicant.
- b. "NSDC" means National Skill Development Corporation.
- c. "Consortium" means a group of legal entities (not more than 3) joining together under a binding agreement to apply and submit a Proposal in response to this RFP. **For the purpose of this RFP, Consortium can consist of maximum 3 members. In case of Consortium, the Lead Applicant should be Indian Entity and shall be clearly specified in the Proposal.** Please refer to Annexure 4.3 for further details.
- d. "Contract" means the Contract signed by NSDC with the empanelled Applicant(s). The standard template of the Contract to be shared on NSDC's website. No request for any change or deviation from the standard template of the Contract shall be entertained.
- e. "Day" means calendar day.
- f. "JLPT" means the Japanese-Language Proficiency Test, which is 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 difficult level, and N5 being the lowest / easiest level.
- g. "Japanese Language NAT-TEST" is an examination that measures the Japanese language ability of students who are not native Japanese speakers. The tests are separated by difficulty (five levels) and general ability is measured in three categories: Grammar/Vocabulary, Listening and Reading Comprehension. The format of the exam and the types of questions are equivalent to those that appear on the Japanese Language Proficiency Test (JLPT). 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, which is the most difficult. The difficulty of each level corresponds to its respective level (from N5 to N1) on the Japanese Language Proficiency Test (JLPT).
- h. "Proposal" means proposal as mentioned in clause 4.1 of Section 2.
- i. "Performance Security" means the security, the details of which are provided in section 3 of RFP
- j. "Proposal Security" means the security, the details of which are provided in sub clause 5.3 of Section 2.
- k. "RFP" means this Request for Proposal.
- l. "Services" means the work to be performed by the empanelled Applicant as per the terms of the RFP / Contract.
- m. "Sending Organization" as per the "Act on Proper Technical Intern Training and Protection of Technical Intern Trainees" of Japan, Article 23 (2) (vi) (Pg. no. 17), refers to 'a person that satisfies the requirements as provided for by an ordinance of the competent ministries to properly mediate job applications for Supervising-Organization-type Technical Intern Training from persons applying to become a Supervising-Organization-type Technical Intern Trainee'. The successful Applicants who will be empanelled as Sending Organisations as per the terms of this RFP are also required to be in compliance with the 'Approving Standards for Sending Organisations' (refer Annexure 4.11) at all stages of Proposal as well as during the term of Contract.
- n. "Supervising Organization" means an organization in Japan that is responsible for accepting Technical Intern Trainees under its supervision and is required to ensure that the Technical Intern Training at each Implementing Organization is performed appropriately. Supervising Organization includes organizations such as Chamber of Commerce and Industry, Society of Commerce and Industry, Medium- and Small- Sized Business Association, Agricultural Cooperative, Fisheries Cooperative, Public Interest Incorporated Association, Public Interest Incorporated Foundation, and

other organizations. Supervising Organization must be licensed by the competent ministries of Japan (the Ministry of Justice and the Ministry of Health, Labour and Welfare) with the ability and intent that is appropriate for supervising.

- o. "Terms of Reference" (TOR) means the document included in the RFP as Section 5 which broadly explains the purpose of TITP and the roles and responsibilities of the concerned parties.

## **2. INTRODUCTION**

### **General**

- 2.1 NSDC will select Applicants in accordance with the Process of Evaluation and Empanelment (selection process) specified in Section 3 and other applicable terms of the RFP document.
- 2.2 Applicants shall bear all costs associated with the preparation and submission of their Proposals.
- 2.3 NSDC is not bound to accept any Proposal and reserves the right to annul the selection process at any time prior to awarding of the Contract, without incurring any liability to the Applicants.

### **Proposal Processing Fee**

- 2.4 A non-refundable onetime fee of INR 1,00,000 (One Lakhs Rupees only) will be charged per applicant. In case applicant is found to be ineligible as per eligibility criteria defined in the RFP, the amount paid shall be refunded after deduction of INR 25,000 (Twenty-Five thousand Rupees only).

No amount shall be refunded in case due diligence of the applicant is initiated post validating eligibility criteria.

No amount shall be refunded, if NSDC is not able to verify the submitted documents during due diligence or it is found that submitted documents are forged or misrepresented.

Submission of proposal and paying of proposal processing fees under RFP doesn't guarantee approval of Proposals and selection of applicant as Sending Organisation under TITP.

NSDC shall in no case be responsible or liable for the cost, regardless of the conduct or outcome of the proposal process

### **Fraud and Corruption**

- 2.5 NSDC requires that Applicants observe the highest standard of ethics during the preparation and submission of Proposal and providing of the Services. In such pursuance of this policy, NSDC:
  - (i) Defines, for the purposes of this provision, the terms set forth below as follows:
    - a. "Corrupt practice" means behaviour on the part of officials in the public or private sectors 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, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in Contract execution; and
    - b. "Fraudulent practice" means a misrepresentation of facts at any stage, in order to influence the Process of Evaluation and Empanelment or the execution of the Contract detriment to NSDC, and includes collusive practices among Applicants (prior to or after

Proposal submission) designed to deprive NSDC of the benefits of free and open competition.

- (ii) Will reject a Proposal for award of Contract /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 the award of the Contract. NSDC reserves the right to de-empanel the Applicant even after it has been awarded the Contract for Empanelment of Sending Organization
- (iii) Will declare an Applicant ineligible, either indefinitely or for a stated period of time, to be evaluated for this RFP OR awarded any Contract by NSDC, if at any point of time NSDC determines that Applicant has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

2.6 If an Applicant submits or participates in more than one Proposal, all such Proposals shall be disqualified.

### **Proposal Validity**

2.7 The Applicants' Proposals will remain valid for 180 days from the last date for submission of Proposals as specified in the RFP Schedule. During this period, the Applicants shall maintain the availability of their authorized representatives nominated in the Proposal. NSDC will make its best effort to complete the selection process within this period. In case of need, NSDC may request the Applicants to extend the validity period of their Proposals. Applicants shall have the right to refuse to extend the validity period of its Proposal without forfeiting their Proposal Security. An Applicant agreeing to the request will not be required or permitted to modify its Proposal, but will be required to extend the validity of its Proposal Security for the period of the extension.

## **3. CLARIFICATIONS AND AMENDMENTS TO RFP**

3.1 The Applicants are required to email their queries, if any, to NSDC-TITP Team at [nsdc-tipteam@nsdcindia.org](mailto:nsdc-tipteam@nsdcindia.org) till 31<sup>st</sup> August 2020.

3.2 At any time before the last date and time for submission of Proposals as specified in the RFP Schedule, NSDC may, whether at its own initiative, or in response to a clarification requested by the Applicant(s), amend the RFP by issuing an addendum or a corrigendum. The addendum/corrigendum shall be published on NSDC website ([www.nsdcindia.org](http://www.nsdcindia.org)), and it will be binding on all the Applicants. The Applicants are advised to visit NSDC website on a regular basis. To give the Applicants reasonable time in which to take an amendment into account in their Proposals, NSDC may at its discretion, if the amendment 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 NSDC's website.

## **4. PREPARATION OF THE PROPOSAL**

4.1 Applicant's Proposal will consist of following two (2) components:

- a. Eligibility Criteria proposal
- b. Technical proposal

4.2 The Proposal as well as all related correspondence exchanged by the Applicant and NSDC, shall be in English. Any document submitted by the Applicant along with Proposal, which is in a language

other than English (such as Japanese), shall be translated in English and duly self-attested by the Applicant. All reports or documents or any material prepared by the Applicant post award of the Contract, unless provided otherwise by NSDC, shall also be in English.

4.3 **All amounts, wherever required to be furnished, shall be in Indian Rupees (INR) unless otherwise stated.**

## 5. THE PROPOSAL

### Proposal Format

5.1 The Applicant shall submit Proposal as per the prescribed formats defined in Section 4. Submission of the Proposal in any other format may result in the Proposal being deemed non-responsive and may be rejected at the sole discretion of NSDC

### 5.2 Proposal Content

The Proposal may also contain information giving a brief description of the Applicant organization and outline of recent experience of the Applicant on assignments of a similar nature. Information should be provided only for those assignments for which the Applicant was legally contracted as a legal entity or as one of the major participating entities within a consortium. In such cases, the consortium agreement is to be submitted. Assignments completed by individual experts working privately or through other firms shall not be considered as the experience of the Applicant. Applicant should be prepared to substantiate the claimed experience, if so requested by NSDC. NSDC may ask for supplementary information, as and when required, for evaluating the Proposal of the Applicant, and reserves the right to reject the Proposal at any point of time if NSDC does not get a satisfactory response from the Applicant.

### 5.3 Proposal Security

i. The Applicant shall furnish, as part of its Proposal, a Proposal Security for an amount of **INR 5 Lacs (Rupees Five Lacs only)**.

ii. The Proposal Security shall remain valid for a period of **180 days from the date of submission of the proposal**.

iii. The Proposal Security shall be denominated in Indian Rupees, and shall be in the form of a bank guarantee issued by a nationalized/scheduled bank in India. The format of the bank guarantee shall be in accordance with the form of Proposal Security included in Section 4.

iv. Any Proposal not accompanied by an acceptable Proposal Security may be rejected by NSDC as non-responsive at the sole discretion of NSDC.

v. The Proposal Securities of unsuccessful Applicants will be returned.

vi. The Proposal Security of the successful Applicants will be returned when the Applicant has signed the Contract with NSDC and furnished the required Performance Security.

vii. The Proposal Security may be forfeited

a. if the Applicant withdraws its Proposal, except as provided in Section 2, clause 2.6 (Proposal Validity) or Section 2, clause 6.8 (Modification / substitution / withdrawal of Proposals) – where withdrawal of Proposal is permitted; or

b. if the Applicant fails within the specified time limit to:

(i) sign the Contract as per the NSDC's standard template shared by NSDC,  
or

(ii) furnish the required Performance Security.

## 6. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

- 6.1 Proposals are to be submitted in two (2) sets of hard copies **along with Proposal Security of INR 5 Lacs (Rupees Five Lacs only)**. The Proposal shall be marked **“ORIGINAL”** and **“COPY”** as appropriate. If there are discrepancies between the ORIGINAL and the COPY of the Proposal, the ORIGINAL shall govern. NSDC may also reject such Proposal at its sole discretion.
- 6.2 **NSDC reserves the right to open Proposals, commence their evaluation and announce empanelment as and when Proposals are received before the closing date and time i.e. 6:00 PM IST of 30th September,2020**
- 6.3 The Proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by the Applicant, and any such corrections, interlineations or overwriting must be stamped and initialed by the authorized signatory of the Applicant.
- 6.4 The Proposal shall be page numbered, indexed and properly bound.
- 6.5 The Applicant shall also submit soft copy (PDF format) of the Proposal and supporting documentation in a single pen drive. The soft copy SHOULD NOT be submitted in a CD form. The Applicant must ensure that the soft copy of the Proposal and supporting documentation provided is not encrypted or password protected.
- 6.6 The ORIGINAL and the COPY of the Proposal, along with the soft copy to be sent to NSDC **in a sealed envelope shall be clearly marked ‘Proposal for the Empanelment of Sending Organizations for Japan’s Technical Intern Training Program (TITP) Phase - 3’**. The outer envelope shall bear the name of addressee, submission address, RFP number, title of RFP and Applicant’s Name. The Applicant shall super-scribe on the envelope **“CONFIDENTIAL – DO NOT OPEN”**.
- 6.7 Proposals must be delivered at the indicated NSDC submission address on or before the Proposal submission closing date and time.
- 6.8 Modification/substitution/withdrawal of Proposals: The Applicant may modify, substitute, or withdraw its Proposal within five (5) calendar days of its submission with NSDC or before Proposal submission closing date and time, whichever is earlier. Any alteration / modification in the Proposal or additional information or material supplied subsequent to aforesaid time limit, unless the same has been expressly sought for by NSDC, shall be disregarded/ disqualified or rejected. In case of addendum issued by NSDC (other than for the purpose of amending the RFP Schedule , as provided in clause 2 of Section 2 of this RFP), NSDC will provide an opportunity to the Applicant for the modification/substitution/withdrawal of its Proposal.

## **7 PROPOSAL EVALUATION**

- 7.1 NSDC’s ‘Evaluation Committee’ (EC) will be responsible for evaluation of Proposals received.
- 7.2 NSDC reserves the right to reject a Proposal at its own discretion in any of the following:  
(i) the Proposal was submitted in the wrong format; or  
(ii) the Proposal reached NSDC after the submission closing time and date; or  
(iii) the Proposal had documents in the language other than English which are not translated in English as per the requirement of this RFP; or (iv) Any other reason(s) as deemed fit by NSDC.
- 7.3 The Applicants shall be evaluated as per the Eligibility Criteria as given in Section 3.
- 7.4 The Applicants will be selected for Empanelment as per the process mentioned in Section 3



## **8 OTHER TERMS AND CONDITIONS**

### **8.1 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 and shall indemnify, keep indemnified, hold harmless, defend and protect NSDC and its directors/ employees/ officers/ staff/ personnel/ 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 there from.
- b. The 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 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, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate NSDC and its directors/employees/ officers/ staff/ personnel/ 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 there from.

### **8.2 Assignment and Sub-contracting**

The Applicant shall not be entitled to assign / sub-contract any or all of its rights and / or obligations under this document and subsequent Contract to any one including Applicant's affiliate without the prior written consent of NSDC.

### **8.3. Disputes and Arbitration**

#### **a. Arbitration**

Any controversy or claim arising out of or relating to this RFP, Contract, empanelment and the Services to be rendered by Applicant under or pursuant to this document or Contract, the interpretation hereof, or its breach shall, if not resolved by mutual discussions between the parties, be settled by binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Arbitration shall be conducted in New Delhi in English language.

#### **b. Jurisdiction**

Subject to sub-clause 8.3(a) above, all disputes and controversies between NSDC and Applicant shall be subject to the exclusive jurisdiction of the Courts at New Delhi. The parties agree to submit themselves to the jurisdiction of such court. This RFP document and Contract shall be governed by the laws of India.

### **8.4 Representations and Warranties**

- a. The Applicant further warrants that they are under no obligation or restriction, nor shall they 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. The Applicant represents that it is duly incorporated, validly exists under applicable Law.
- c. The Applicant represents that it has the right and authority to enter into Contract and perform its obligations there under. The execution, delivery and performance of terms and conditions under Contract by Applicant and the performance of its obligations there under 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 Contract.

- d. The Applicant represents that the submission of responses to this document, 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;
  - iii. To the best of its knowledge, after reasonable investigation, no representation or warranty by the Applicant, and no document 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, having a direct impact on the transactions contemplated hereunder.

### **8.5 Right to Change**

NSDC reserves its right to change any of the terms & conditions at the time of execution of Contract with the Applicant.

## Section 3: PROCESS OF EVALUATION AND EMPANELMENT

### Section 3.1 Process of Evaluation of Proposals:

Proposals submitted to NSDC shall be evaluated as per the stages below.

#### Stage 1 – Evaluation as per Eligibility Criteria:

All Proposals shall be evaluated to check if they are meeting the Eligibility Criteria defined in Section 3.2. Only such Proposals that satisfy all the Parameters in the Eligibility Criteria shall be considered for the next stage of evaluation, as described below in Stage 2.

#### Stage 2 - Technical Evaluation:

The Technical Evaluation will be of 100 marks. It shall be composed of two components:

i. Technical Scoring (Maximum Marks: 70)

- The Proposals that clear Stage 1, shall be further evaluated as per the Technical Scoring Parameters given in Section 3.3 (i). The Technical Scoring table provides the maximum marks for each of the Parameter listed therein.

ii. Approach & Methodology and Technical Presentation (Maximum Marks: 30)

- The Approach and Methodology and Technical Presentation table given in Section 3.3 (ii) enlists the aspects that would be evaluated under this.

#### Stage 3 - Provisional Empanelment

Final Scores of the Applicant in Technical Evaluation will be the aggregate of total marks obtained in Stage 2(i) AND 2(ii).

<b>Total Max Marks: 100</b>	<b>Max Marks: 70</b>	<b>+</b>	<b>Max Marks: 30</b>
Final Scores =	Marks obtained in Stage 2 (i)	+	Marks obtained in Stage 2 (ii)

To qualify to be provisionally empaneled as Sending Organization, an Applicant will have to obtain a minimum of 60 marks in aggregate in Technical Evaluation Criteria.

#### Stage 4 – Due Diligence

NSDC may, at its sole discretion, conduct due diligence of any or all the provisionally empaneled Applicants 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.

#### Stage 5 – Award of Contract

Contract signing shall take place after Provisional Empanelment subject to completion of due diligence (if NSDC decides to conduct).

In case of refusal or failure by the Applicant, who gets Provisional Empanelment, to sign the Contract, the Proposal Security shall be forfeited.

#### **Stage 6 - Performance Security and Final Empanelment**

The Applicant shall furnish to NSDC the Performance Security for an amount of **INR 5 Lacs (Rupees Five Lacs only) within one (1) month of the signing of the Contract and any future additional Performance Security shall be mutually decided between NSDC and the Sending Organization. NSDC reserves the right to enhance the Performance Security at future date after due consultations.** The Performance Security shall be denominated in Indian Rupees and shall be in the form of an unconditional bank guarantee issued by a nationalized/scheduled bank located in India acceptable to NSDC, in the format provided in Section 4 of this RFP. The Performance Security will be returned to the Applicant as per the terms of the Contract.

Failure of the Applicant to comply with the requirement of furnishing the required Performance Security may lead to the termination of the Contract and forfeiture of the Proposal Security.

**Only such Applicants who sign the Contract and provide the Performance Security, shall be considered “Empanelled” as Sending Organizations with NSDC. Applicants empaneled as Sending Organizations shall be notified by NSDC.**

Note: All data/ information sought in the Eligibility Criteria and Technical Evaluation Criteria is as of Proposal submission date, unless otherwise specified.

**Section 3.2 Eligibility Criteria:**

**Applicant Category 1: An Applicant may apply if it is meeting any of the following conditions:**

- (i) The Applicant is incorporated/registered in India and having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organisation/Japanese Manpower Supply Organisation offering support to the applicant for placement of candidates under TITP program.
- (ii) Applicants in consortium formed by more than one legal entity which may be incorporated / registered in India or in any other country having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organisation/Japanese Manpower Supply Organisation for offering support to the applicant for placement of candidates under TITP program.
- (iii) Applicants in consortium formed by more than one legal entity which may be incorporated / registered in India or in any other country, of which at least one of the consortium members must be either incorporated / registered in Japan having at least 2 years of incorporation/registration.

**Note: - 1. Proprietorships and partnerships firm are not allowed to apply as an applicant in any of the above category.**

**Limited Liability Partnership registered under Limited liability Partnership Act, 2008 are eligible to apply as an applicant.**

**Note: - 2. In case of consortium, at least one of the consortium members must be incorporated/registered in India and Lead member entity should be incorporated in India.**

**Note: 3. Applicant to specify its Category in Annexure 4.7**

**Note: 4, In case of Category 1(ii) and Category 1(iii), consortium members can be maximum up to 3 legal entities.**

APPLICANT CATEGORY	ELIGIBILITY CRITERIA	DOCUMENTS TO BE SUBMITTED
<p><b>Applicant Category 1 (i)</b> The Applicant is incorporated/registered in India and having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organisation/Japanese Manpower Supply Organisation for offering support to the applicant for placement of candidates under TITP program.</p>	<p><b>Operational Capability:</b> Incorporation / Registration <u>in</u> India for at least 2 years.  MoU/comfort letter/Letter of Intent with at least 2 Japanese Supervising Organisation/Japanese Manpower Supply Organisation for offering support to the applicant for placement of candidates under TITP program</p> <p><b>Financial Capability:</b> Applicant's average annual turnover/receipts for last 2 Financial years (FY 2018-19, 2017-18) should be at least INR 20 million.</p>	<p><b>Documents for Operational Capability:</b></p> <ul style="list-style-type: none"> <li>(i) Copy of Certificate of Incorporation/Registration of the entity incorporated / registered in India</li> <li>(ii) MoU/comfort letter/Letter of Intent with at least 2 Japanese Supervising Organisation/Japanese Manpower Supply Organisation</li> <li>(iii) Copy of Certificate of Incorporation/Registration of the Japanese Supervising Organisation/Japanese Manpower Supply Organisation for which MoU/Comfort Letter/Letter of Intent submitted along with English translated copy of certificate/registration.</li> </ul> <p><b>Documents for Financial Capability:</b></p> <ul style="list-style-type: none"> <li>(i) Chartered Accountant (CA) /Auditor's Certificate stating the average annual turnover of the entity for last 2 Financial years (FY2018-19, 2017-18).</li> </ul>

		Provide the detail in format as provided in <u>Annexure 4.8</u>
<p><b>Applicant Category 1 (ii)</b> Applicants in consortium formed by any number of legal entities which may be incorporated / registered in India or in any other country having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organisation/ Japanese Manpower Supply Organisation for offering support to the applicant for placement of candidates under TITP program.</p>	<p><b>Operational Capability:</b> Incorporation / Registration of Indian entity under consortium agreement for at least 2 years</p> <p>MoU/comfort letter/Letter of Intent with at least 2 Japanese Supervising Organisation/ Japanese Manpower Supply Organisation for offering support to the applicant for placement of candidates under TITP program</p> <p><b>Financial Capability:</b> Total Average annual turnover/receipts of all the entities under consortium agreement for last 2 Financial years (FY 2018-19, 2017-18) should be at least INR 20 million.</p>	<p><b>Documents for Operational Capability:</b></p> <p>(i) Copy of Certificate of Incorporation/ Registration of all the consortium members incorporated / registered in India and/or in any other country along with English translated copy of certificate/registration.</p> <p>(ii) MoU/comfort letter/Letter of Intent with at least 2 Japanese Supervising Organisation / Japanese Manpower Supply Organisation</p> <p>(iii) Copy of Certificate of Incorporation/Registration of the Japanese Supervising Organisation/Japanese Manpower Supply Organisation for which MoU/Comfort Letter/Letter of Intent submitted along with English translated copy of certificate/registration.</p> <p><b>Documents for Financial Capability:</b></p> <p>(i) Chartered Accountant (CA) /Auditor's Certificate stating the average annual turnover of all the entities under consortium agreement for last 2 Financial years (FY2018-19, 2017-18).</p> <p>Provide the detail in format as provided in <u>Annexure 4.8</u></p>
<p><b>Applicant Category 1 (iii)</b> Applicants in consortium formed by any number of legal entities which may be incorporated / registered in India or in any other country, <u>of which at least one of the consortium members must be either incorporated / registered in Japan having at least 2 years of incorporation/registration.</u></p>	<p><b>Operational Capability:</b> Incorporation / Registration of Japanese company under consortium agreement for at least 2 years</p> <p><b>Financial Capability:</b> Total Average annual turnover/receipts of all the entities under consortium agreement for last 2 Financial years (FY 2018-19, 2017-18) should be at least INR 20 million.</p>	<p><b>Documents for Operational Capability:</b></p> <p>(i) Copy of Certificate of Incorporation/ Registration of all the consortium members incorporated / registered in India and/or in any other country along with English translated copy of certificate/registration.</p> <p><b>Documents for Financial Capability:</b></p> <p>(ii) Chartered Accountant (CA) /Auditor's Certificate stating the average annual turnover of all the entities under consortium agreement for last 2 Financial years (FY2018-19, 2017-18).</p> <p>Provide the detail in format as provided in <u>Annexure 4.8</u></p>

**Note :**

- a. Applicant also needs to provide 'Proposal Declaration Letter' as per format in Annexure 4.4 stamped and signed by authorized signatory of the Applicant (in case of Consortium, only the Lead Applicant needs to Sign)
- b. The formats of the 'document to be submitted', wherever applicable, have been provided in Section 4





### Section 3.3 Technical Evaluation criteria

The technical evaluation will be of 100 marks. The technical evaluation shall be composed of two components:

- Technical Scoring (Maximum Marks: 70)
- Approach & Methodology and Technical Presentation (Maximum Marks: 30)

**Note:**

- a. The formats of the 'Documents to be submitted', wherever applicable, have been provided in Section 4.
- b. In case of Consortium:
  - (i) the information on Technical Scoring parameters shall be submitted for all the Consortium members and NSDC shall consider the information of all the consortium members for the Technical evaluation as per the applicability in the respective section of Technical Scoring;
  - (ii) Information of different Consortium members may be submitted for different parameters; and

#### 3.3 (i) Technical Scoring (Maximum Marks: 70)

S.NO	Parameter	Maximum Marks	Documents required to be submitted*
1	<u>Average Annual turnover</u> of the Applicant for the last 2 Financial years (FY 2018-19 and 2017-18). (in case of consortium total average annual turnover of all the consortium members shall be consider for marks)	10	Chartered Accountant (CA) /Auditor's Certificate stating the average annual turnover of all the entities under consortium agreement separately for last 2 Financial years (FY2018-19, 2017-18) Provide the detail in format as provided in Annexure 4.8
2	Cumulative number of persons placed* <u>in the overseas locations#</u> by the Applicant during last 2 Financial years (FY 2018-19, 2017-18) (in case of consortium Cumulative number of persons placed* <u>in the overseas locations#</u> of all the consortium members shall be consider for marks) <i>Note:</i> <i>* Placement may include job placement / internship.</i> <i>#Overseas locations explicitly mean that the person's physical job is located outside India. The training might have been conducted in any country.</i>	10	CA/Auditors certificate clearly stating cumulative number of persons placed in the overseas locations by the Applicant for last 2 Financial Years (FY2018-19, 2017-18) Provide the detail in format as provided in Annexure 4.9

3	Number of MoU's/Comfort Letter/Letter of Intent with Supervising Organisation/ Japanese Manpower Supply Organisation submitted	20	Please attached all the MoU's/Comfort Letter/Letter of Intent received from the Supervising organisation/Japanese Manpower Supply Organisation. <b>AND</b> Copy of Certificate of Incorporation/Registration of the Japanese Supervising Organisation/Japanese Manpower Supply Organisation for which MoU/Comfort Letter/Letter of Intent submitted along with English translated copy of certificate/registration.
4	Key Representative in Japan and/or Office in Japan	10	Please provide employment letter of Key Representative in Japan along with Resume/CV of Key Representative. In case of office in Japan please provide details of Office on Letter head of the organisation along with supporting documents.
5	Experience of key representative or applicant entity under TITP program	10	Provide details of experience of key representative or applicant entity under TITP program on the Letter Head of the Organisation.
6	Cumulative number of persons trained by the Applicant in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher for last 2 Financial years (FY 2018-19, 2017-18). (In case of consortium, total number of persons Trained in Japanese language of all the consortium members shall be consider for evaluation.)	10	CA/Auditor's certificate clearly stating Cumulative number of persons trained by the Applicant in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher for last 2 Financial years (FY 2018-19, 2017-18)  Provide the detail in format as provided in Annexure 4.10

- **\*During Due Diligence of the submitted proposal, NSDC may request additional documents from the applicant for completion of due diligence process of the applicant.**

### 3.3 (ii) Approach & Methodology and Technical Presentation (Maximum Marks: 30)

S.NO.	PARAMETERS	MAX MARKS
1.	<p><b>Approach &amp; Methodology and Technical Presentation</b></p> <p>Face to Face Technical Presentation to the Evaluation Committee covering the below aspects but not limited to:</p> <ul style="list-style-type: none"><li>• Brief on your purpose to respond to this RFP</li><li>• Thorough understanding of TITP</li><li>• Connections with Japanese Supervising Organizations</li><li>• Suitability as a Sending Organization for executing TITP</li><li>• Prior experience with similar projects undertaken in Japan or other countries</li><li>• Business model envisaged to execute this program</li><li>• Training details/ methodology envisaged on imparting the desired training under TITP</li><li>• Availability of Japanese native trainers for teaching Japanese language</li></ul>	30

**Section 4 – PROPOSAL – STANDARD FORMATS AND FORMS**

**Annexure 4.1 Power of Attorney for Signing Proposal**

(To be executed on a stamp paper of requisite value and notarized)

**Power of Attorney for signing Proposal**

Know all men by these presents, We *[please insert 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. *[please insert the name]*, son/daughter/wife of *[please insert the name]* and presently residing at *[please insert the address]*, who is holding the position of *[please insert the designation]*, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal in response to Request For Proposal dated <enter the RFP release date> (hereinafter referred to as the “RFP”) for Empanelment of Sending Organizations in India for Japan’s Technical Intern Training Program (hereinafter referred to as “Project”) including but not limited to signing and submission of 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”), 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 Project and/ or upon award thereof to us and/or till the entering into of the Contract etc., 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, pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED EXECUTANT(S) HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF \_\_\_\_ 20\_\_.

For .....  
(Signature, name and designation)

Witnesses:

- 1.
- 2.

Accepted

(Notorised)

.....

(Signature)

(Name, Title and Address of the Attorney) **Notes:**

- a) *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the Applicant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- b) *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant*

**Annexure 4.2 Board Resolution**

**<On Applicant’s legal entity letter head>**

**CERTIFIED TRUE COPY OF THE RESOLUTION PASSED BY THE BOARD OF DIRECTORS/MEMBERS/TRUSTEES AT ITS MEETING HELD ON THE [●] DAY OF [●], 20[●] AT \_\_\_\_\_**

**"RESOLVED:**

THAT the Company/Society/Trust does approach National Skill Development Corporation (hereinafter referred to as the “NSDC”) for empanelment as Sending Organization in India for Japan’s Technical Intern Training Program in response to the Request For Proposal dated *<enter the RFP release date>* (hereinafter referred to as the “RFP”) 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 execute the documents, 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	Designation

THAT copies of the aforesaid resolutions certified to be true be furnished to NSDC”

CERTIFIED TO BE TRUE

For **<Applicant’s legal entity name>**

(Signature)

Name:  
Designation:  
Date:  
Place:  
DIN/PAN:

(Signature)

Name:  
Designation:  
Date:  
Place:  
DIN/ PAN:

### **Annexure 4.3 Power of Attorney for Lead Applicant of Consortium**

(To be executed on a stamp paper of requisite value and notarized)

#### **Power of Attorney for Lead Applicant of Consortium**

Whereas, the National Skill Development Corporation (hereinafter to be referred as “NSDC”) has invited Proposal through Request for Proposal document dated <enter the RFP release date> (hereinafter to be referred as “RFP”) from interested eligible entities for Empanelment as Sending Organizations in India for Japan’s Technical Intern Training Program (hereinafter referred to as ‘Project’).

Whereas, \_\_\_\_\_, and \_\_\_\_\_ (collectively the “Consortium”) being Members of the Consortium are interested in submitting the Project Proposal in consortium in accordance with the terms and conditions of the RFP and other connected documents in respect of the Project, and

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

#### **NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS:**

We, M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_, and M/s. \_\_\_\_\_ having its registered office at \_\_\_\_\_, (hereinafter collectively referred to as the “Executants”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s \_\_\_\_\_ having its registered office at \_\_\_\_\_, being one of the Members of the Consortium, **as the Lead Applicant** and true and lawful attorney of the Consortium (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 and any one of us, to prepare, sign and submit the Project 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 is empanelled and in this regard, to do on our behalf and on behalf of the Consortium, 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 all applications and other documents and writings, respond to queries, submit information/ documents, sign and execute all the documents required consequent to acceptance of Project Proposal of the Consortium and generally to represent the Consortium 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 Project Proposal in response to RFP and/ or upon award thereof till the Contract and other related contracts, affidavits, declarations, undertakings etc., as is entered into 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 exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE, THE EXECUTANTS ABOVE NAMED, HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_ DAY OF \_\_\_ 20

For .....  
(Signature)

..... (Name & Title)

For .....  
(Signature)

..... (Name & Title)

..... (Executants)  
(To be executed by all the Members of the Consortium)

(Notarised)

Witnesses:

- 1.
- 2.

Notes: a) The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

b) Also, wherever required, the executants should submit for verification the extract of the charter documents and other documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants



#### **Annexure 4.4 Proposal Declaration Letter**

(Refer 'Note' given at the bottom of Section 3.2 - Eligibility Criteria)

##### **<On Applicant's letter head>**

I, \_\_\_\_\_, <Designation> of the \_\_\_\_\_ (Applicant / Lead Applicant), having its office at \_\_\_\_\_

\_\_\_\_\_ do hereby, on behalf of Applicant / Lead Applicant and other Consortium members (details of the Applicant/ All Consortium members attached), declare, state, certify and affirm as follows:

- a. That all information provided in the Proposal and documents submitted by us are true and correct.
- b. 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.
- c. That we agree that NSDC shall, at all times, have the complete rights to share the credit information relating to us and / or our officials/directors/employees etc. as deemed appropriate, with CIBIL or any other institution as approved by RBI from time to time.
- d. That we are in compliance with all applicable laws including but not limited to labour laws, environmental laws, tax laws, industrial laws.
- e. That we have not been blacklisted by any Central/State Government Agency/Body/Corporation.
- f. 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.
- g. 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.
- h. That we, in regard to matters other than security and integrity of the country, have not been convicted by any Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to provide the Services under RFP / Contract or which relates to a grave offence that outrages the moral sense of the community.
- i. That in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by any Court of Law for any offence committed by us or by any of our associates.
- j. 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.
- k. That neither we nor any of our directors have ever been sentenced to imprisonment or more severe penalty in Japan, India or any other countries; 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 director.
- l. That neither we nor any of our board members have ever conducted any of the following acts within the preceding five years:
  - i 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;
  - ii Concluding any contracts that impose monetary penalties or that expect undue transfer of money or other properties, for the violation of the contracts in relation to technical intern training;

- iii Human rights infringements against trainees and candidates such as assaults, intimidations, and restrictions of freedom; and
- iv 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.
- m. That we shall abide by all the terms and conditions of the RFP, Contract, Proposal and other applicable guidelines.
- n. That our empanelment / Contract (if applicable) may be terminated by NSDC, at NSDC's sole discretion, in the event it is found that any misinterpretation/false information has been submitted by the us.
- o. That we shall 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 by making use of the achievement through the technical intern training after returning to India.
- p. That we shall 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 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.
- q. That we shall provide the technical intern trainees who returned to India after completing the technical intern training with necessary support, such as finding occupations in order for them to appropriately utilize the acquired technical skills, etc.
- r. That with respect to the appropriate implementation of the Technical Intern Training Program as well as the protection of technical intern trainees, we shall respond 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.
- s. 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 (i) and (ii) of clause (I) of this Proposal Declaration Letter.
- t. That acknowledging the importance of addressing disappearance of technical intern trainees, we shall cooperate with Japanese supervising organizations and to make efforts in order to prevent technical intern trainees from disappearing.
- u. That we shall have the necessary capacities to appropriately coordinate applications for the technical intern training to Japanese Supervising Organizations.
- v. That we shall carry out all projects in accordance with the laws and regulations of India.

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 legal entity name>**

(Signature of the authorised signatory of the Applicant/ Lead Applicant)

Name:

Designation:

Date:

Place:

DIN/PAN:

**Encl :**

- 1. Details of Applicant/ All Consortium members as per "Attachment to Annexure 4.4" provided on next page.**
- 2. Consortium Agreement, in case the Proposal is being submitted in consortium.**

**Attachment to Annexure 4.4**

Sr. No	Particulars	Response	Ref. page No. of supporting document
	<b>Details of the Applicant/Lead Applicant:</b>		
1	Name of the Applicant/Lead Applicant		
2	Year of Incorporation		
3	Type (Pvt Ltd, Public Ltd., LLP etc.)		
4	Address of Registered Office		
5	Phone No. of the Applicant		
6	Mobile Number of the Authorized Representative		
7	E-Mail		
8	website		

**Note:**

1. In case of consortium, all the above details for all the Consortium members shall be required
2. For above details, attach separate sheet if required.

Yours faithfully,

For<**Applicant's / Lead Applicant's legal entity name**>

(Signature of the authorized signatory of the Applicant/ Lead Applicant)

Name:

Designation:

Date:

Place:

DIN/PAN:

## Annexure 4.5 Proposal Security Form

Date: [insert: **date**]

RFP: [insert: **name and number of RFP**]

To:

National Skill Development Corporation  
301, 3<sup>rd</sup> Floor, West Wing, World Mark 1, Aero  
City, New Delhi – 110037

WHEREAS [insert: **name of Applicant**] (hereinafter called “the Applicant”) has submitted its Proposal dated [insert: **date of Proposal**] for the performance of the above-named RFP (hereinafter called “the Proposal”)

KNOW ALL PERSONS by these present that WE [insert: **name of bank**] of [insert: **address of bank**] (hereinafter called “the Bank”) are bound unto **National Skill Development Corporation** (hereinafter called “NSDC”) in the sum of : [insert: **amount** ], for which payment well and truly to be made to NSDC, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this [insert: **number**] day of [insert: **month**], [insert: **year**].

THE CONDITIONS of this obligation are the following:

1. If, after the Proposal submission deadline, the Applicant
  - (a) withdraws its Proposal during the period of Proposal validity specified by the Applicant in the Proposal Form, or
  - (b) does not accept the NSDC’s corrections of arithmetic errors in accordance with the Instructions to Applicants; or
2. If the Applicant, having been notified of the acceptance of its Proposal by NSDC during the period of Proposal validity,
  - (a) fails or refuses to sign the Contract when required; or
  - (b) fails or refuses to issue the Performance Security in accordance with the Instructions to Applicants.

We undertake to pay to NSDC up to the above mentioned amount upon receipt of its first written demand, without NSDC having to substantiate its demand, provided that in its demand NSDC will note that the amount claimed by it is due to it, owing to the occurrence of any one of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

This guarantee will remain in full force up to and including [insert: **the date that is 180 days after the submission of the Proposal**], and any demand in respect thereof must reach the Bank not later than the above date.

For and on behalf of the Bank

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

in the capacity of: [*insert: title or other appropriate designation*]

Common Seal of the Bank

**Annexure 4.6**  
(unconditional)

**Performance Security Bank Guarantee**

Date: [ insert: **date** ]  
RFP: [ insert: **name or number of RFP** ]  
Contract: [ insert: **name or number of Contract** ]

To:  
National Skill Development Corporation  
301, 3<sup>rd</sup> Floor, West Wing, World Mark 1,  
Aero City, New Delhi – 110037

Dear Sir or Madam:

We refer to the Contract (“the Contract”) signed on { insert: date } between you and [ insert: name of Applicant/ all consortium members] (“the Service Provider”) concerning empanelment of Sending Organization in India for Japan Technical Intern Training Program. By this letter we, the undersigned, [ insert: name of bank], a bank organized under the laws of [ insert: country of bank ] and having its registered/principal office at [ insert: address of bank ], (hereinafter, “the Bank”) do hereby jointly and severally with the Service Provider irrevocably guarantee payment owed to you by the Service Provider, pursuant to the Contract, up to the sum of [ insert: amount in numbers and words ]. The period of guarantee shall expire as provided for by the Contract Clause \_\_\_\_.

We undertake to make payment under this Letter of Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Service Provider to be in default under the Contract and without cavil or argument any sum or sums within the above-named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Service Provider to dispute or question such demand. Our liability under this Letter of Guarantee shall be to pay to you whichever is the lesser of the sum so requested or the amount guaranteed under this Letter in respect of any demand duly made under this Letter prior to expiry of this Letter of Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Letter of Guarantee shall be valid from the date of issue until the date of expiration of the guarantee, as governed by the Contract. Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation. Our liability under this Letter of Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made under this Letter after such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed under this Letter, whichever is the earlier. All notices to be given under this Letter shall be given by registered post or courier to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released, or discharged by mutual agreement between you and the Service Provider, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notice to us and without the necessity for any additional endorsement, consent, or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased.

No action, event, or condition that by any applicable law should operate to discharge us from liability hereunder shall have any effect, and we hereby waive any right we may have to apply such law, so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

For and on behalf of the Bank

Signed:

Date:

in the capacity of: [ insert: title or other appropriate designation]

Common Seal of the Bank



**Annexure 4.7**

**Self-declaration to specify the Category under which Applicant has applied**

Date:

National Skill Development Corporation  
301, West Wing,  
Worldmark 1, Aerocity,  
New Delhi – 110037

**Subject: Self Declaration to specify the category under which Applicant has applied**

We, <Applicant's / any of the Consortium member's legal entity Name and address>, hereby declare and certify that we have applied in:

***(Put a Tick mark clearly against the Applicant Category under which you are applying. In case of no clear tick mark, NSDC may consider any Category at its own discretion which may affect your evaluation)***

**Applicant Category 1**

- (i) The Applicant is incorporated/registered in India and having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organization/Japanese Manpower Supply Organization offering support to the applicant for placement of candidates under TITP program.
  
- (ii) Applicants in consortium formed by any number of legal entities which may be incorporated / registered in India or in any other country having valid MoU/comfort letter/Letter of Intent with at least two Japanese Supervising Organization/Japanese Manpower Supply Organization for offering support to the applicant for placement of candidates under TITP program.
  
- (iii) Applicants in consortium formed by any number of legal entities which may be incorporated / registered in India or in any other country, of which at least one of the consortium members must be either incorporated / registered in Japan having at least 2 years of incorporation/registration.

For <Applicant's/ any of the Consortium member's legal entity name>

(Signature of the Authorised Signatory of the Applicant)

Name:

Designation:

**Annexure – 4.8**

**Chartered Accountant (CA) /Auditor’s Certificate stating the average annual turnover of the Applicant / consortium member for last 2 financial years (FY2018-19, 2017-18)**

<On CA / Auditor’s letter head>

Date:

National Skill Development Corporation 301,  
West Wing, Worldmark 1, Aerocity,  
New Delhi – 110037

Subject: Certificate on average annual turnover

It is certified that the following information is correct, and as per the audited financials of the <write Applicant’s /consortium member’s legal entity name and registered office address:

S.NO	Financial Year	Average Turnover	Specify currency (JPY or INR)
1	2018-19		
2	2017-18		
Average Turnover			

For CA’s/Auditors Name

(Signature & stamp of the CA/Auditors with membership number  
Unique Document Identification Number (UDIN): -

**Note:**

In case of Consortium, all the above details shall be submitted for all the Consortium members separately.

**Annexure 4.9**

**CA/Auditor’s certificate clearly stating cumulative number of persons placed in the overseas locations by the Applicant / any of the consortium member for last 2 financial years (FY 2018-19, 2017-18).**

<On CA / Auditor’s letter head>

Date:

National Skill Development Corporation

301, West Wing,

Worldmark 1, Aerocity,

New Delhi – 110037

Subject: Certificate on cumulative number of persons placed in the overseas locations for last 2 financial years (FY 2018-19, 2017-18)

It is certified that the cumulative number of persons placed\* in the overseas location# for last 2 financial years (FY 2018-19, 2017-18) by Name of Entity and address of Entity is given below: -

S.NO	Financial Year	Number of Persons placed in the overseas location		Total
		Number	Country	
1	2018-19		Japan	
			Other than Japan	
2	2017-18		Japan	
			Other than Japan	
<b>Grand Total</b>				

For CA’s/Auditors Name

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

Unique Document Identification Number (UDIN): -

*\* Placement includes job placement / internship.*

*# Overseas locations explicitly mean that the person’s physical job is located outside India. The training might have been conducted in any country.*

**Note:**

In case of Consortium, all the above details shall be submitted for all the Consortium members separately.

**Annexure 4.10**

**CA/Auditor’s certificate clearly stating Cumulative number of persons trained by the Applicant / any of the consortium member in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher for last 2 financial years (FY 2018-19, 2017-18) <On CA / Auditor’s letter head>**

Date:

National Skill Development Corporation  
301, West Wing,  
Worldmark 1, Aerocity,  
New Delhi – 110037

Subject: Certificate on cumulative number of persons trained in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher for last 2 Financial years (FY 2016-17, 2017-18).

It is hereby certified that the total number of persons trained by <Name of Entity, address> in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher for last 2 Financial years (FY 2018-19, 2017-18) is as given below:

S. No	Financial Year	Number of persons trained in Japanese Language for Japanese Language Proficiency Test (JLPT) for level N5 or higher OR Japanese Language NAT-TEST level 5 or higher
1	2018-19	
2	2017-18	
Total		

For <CA’s / Auditor’s name>

(Signature and Stamp of the CA / Auditor with membership number)

Unique Document Identification Number (UDIN): -

**Note:**

In case of Consortium, all the above details shall be submitted for all the Consortium members separately.

## **Annexure 4.11**

### **Approved Standards for Sending Organizations**

The approved standards for the Sending Organizations include the following (but not limited to):

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 (hereinafter referred to as “trainees and candidates”) and make the criteria publicly available, and to explain the detail of such commissions and other fees to 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 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 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 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 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 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 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 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.

## Section 5 – TERMS OF REFERENCE (TOR)

### **Background and Journey so far:**

TITP, commenced in 1993 in Japan, aims to contribute to developing countries by accepting people from these countries and transferring skills through On-the-Job-Training ('OJT'). The purpose of TITP is to promote international cooperation through the transfer of skills, techniques, and knowledge developed by Technical Intern Trainees in Japan to developing regions, and contributing to the human resource development that will be the driving force behind the economic development of the said developing regions.

With a view to promoting partnership in skill development, and to strengthen mutual interest through cooperation between the two countries – India and Japan, the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India and the Ministry of Justice, the Ministry of Foreign Affairs and the Ministry of Health, Labour and Welfare, Government of Japan, signed a Memorandum of Cooperation (MoC) on TITP in October, 2017.

Eligible and competent Indian youth, who are willing to upgrade their technical skill set through TITP in Japan, would be enrolled and imparted training in India in Japanese language, culture and relevant domain training by Sending Organizations.

NSDC has been appointed as the Implementing and Monitoring Agency for TITP by the MSDE. In this regard, NSDC had empanelled a diverse pool of Sending Organizations in the first phase of empanelment, which includes training partners of NSDC, leading institutes of higher learning, Japanese language training institutes and Indian industrial chambers and associations. These Sending Organizations are entrusted with the task of mobilizing, training and sending skilled Indian youth to Japan.

161 youth from India have already embarked upon their training in Japan successfully in the domains of machine maintenance work, electrical and electronic assembly, machining centre operation, metal press operation, plastic molding (Injection Forming Work), Care-worker, automobile repair & maintenance and agriculture.

### **Key Features of TITP:**

- i. **Duration of Technical Intern Training** - Trained candidates will be sent to Japan for undergoing Technical Intern Training for a period of upto 5 years.
- ii. **Job Categories** - 81 Job Categories and 143 Operations are eligible under TITP. For further information on the Job Categories and Operations, Applicant is advised to refer to the website of Organization for Technical Intern Training (OTIT): <http://www.otit.go.jp/>
- iii. **Pre-Departure Training in India** - Candidates interested in undergoing Technical Intern Training in Japan are required to be trained in Japanese language, Japanese lifestyle orientation and culture, along with relevant domain training by the Sending Organization before their departure to Japan.
- iv. **Return to home country mandatory** - After completion of the Technical Intern Training in Japan, the Technical Intern Trainee is expected to return to his/ her home country and utilize the skills that were acquired in Japan.

### **Benefits to youth:**

TITP intends to empower Indian youth by providing them with skill development and career advancement opportunities. It will help them contribute to the economic development of India with specialised technical skills gained from training in Japanese industries.

Apart from the prospect of receiving an attractive salary and protection through provision of social security during the training in Japan, the interns get an unmatched exposure to work in the Japanese industries and learn from their innovative approaches.

### **TITP Stakeholders in Japan:**

- i. **Organization for Technical Intern Training (OTIT):** OTIT is a legal entity approved by the competent ministries of Japan (the Ministry of Justice and the Ministry of Health, Labour and Welfare), and established in January 2017. OTIT aims to promote international cooperation by transferring skills, technologies, or knowledge of Japanese industries to developing countries through human resource development while ensuring proper Technical Intern Training and protection of Technical Intern Trainees. (<http://www.otit.go.jp/>)
- ii. **Japan International Training Cooperation Organization (JITCO):** As a general support organization for TITP, JITCO supports stakeholders including Supervising Organizations, implementing organizations, and Sending Organizations, by holding seminars and training session, conducting individual consultations, and developing and providing educational materials, etc. (<https://www.jitco.or.jp/>)
- iii. **Supervising Organization:** It is an organization in Japan that is responsible for accepting Technical Intern Trainees under its supervision and is required to ensure that the Technical Intern Training at each Implementing Organization is performed appropriately. Supervising Organization includes organizations such as Chamber of Commerce and Industry, Society of Commerce and Industry, Medium- and Small-Sized Business Association, Agricultural Cooperative, Fisheries Cooperative, Public Interest Incorporated Association, Public Interest Incorporated Foundation, and other organizations. Supervising Organization must be licensed by the competent ministries of Japan (the Ministry of Justice and the Ministry of Health, Labour and Welfare) with the ability and intent that is appropriate for supervising.
- iv. **Implementing Organization:** It is a company in Japan that accepts Technical Intern Trainees and provides Technical Intern Training, based on an employment engagement under the Supervising Organization's responsibility and supervision.

### **TITP Stakeholders in India:**

- i. **Ministry of Skill Development and Entrepreneurship:** MSDE, Government of India was formed in November 2014 to focus on enhancing the employability of the youth through skill development, removal of disconnect between demand and supply of skilled manpower, building the vocational and technical training framework, skill up-gradation and building of new skills. (<https://www.msde.gov.in>)
- ii. **National Skill Development Corporation:** NSDC is a not-for-profit public limited company incorporated on July 31, 2008 under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). NSDC was set up by Ministry of Finance as Public Private Partnership (PPP)



model. The Government of India through MSDE holds 49% of the share capital of NSDC, while the private sector has the balance 51% of the share capital.

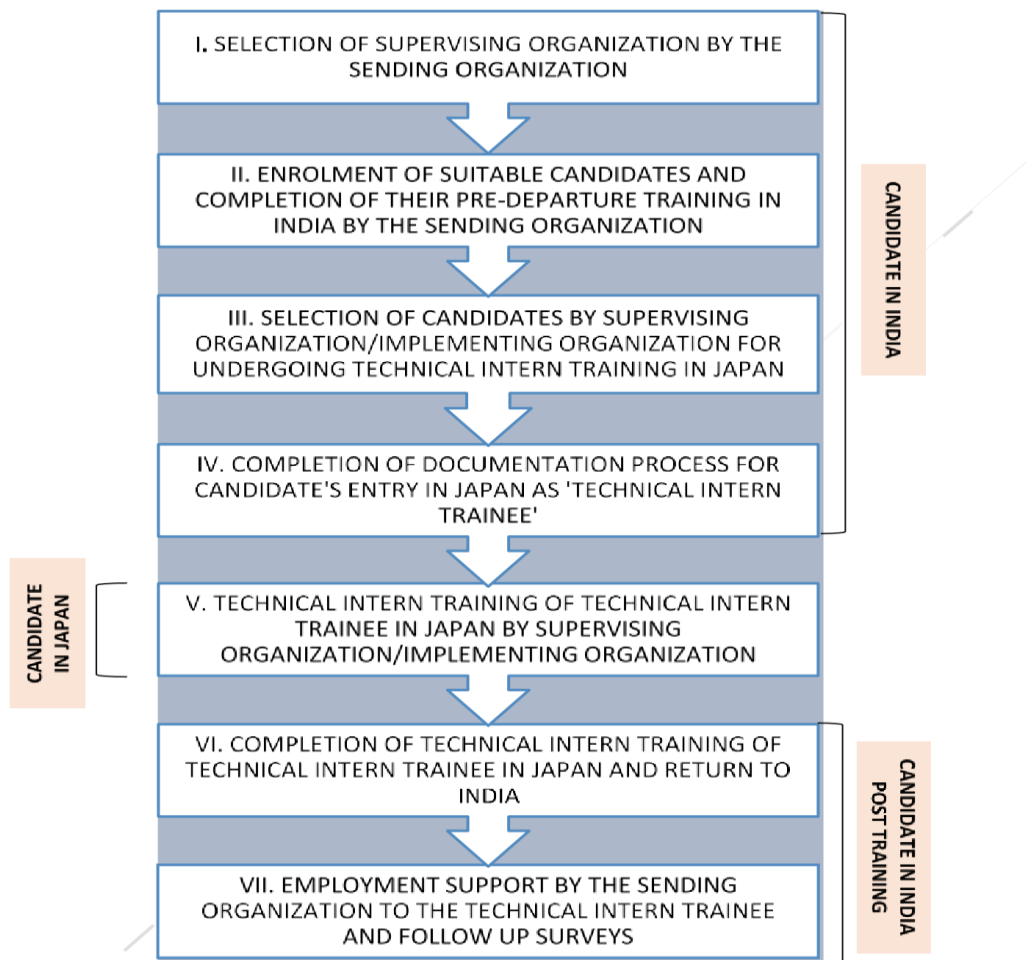
NSDC is envisaged as a financing and administrative organization to support creation of scalable and profitable vocational training institutions. Its objective is to build an enabling environment through capacity building, augmenting and enhancing capabilities for a dynamic skill ecosystem.

(<https://www.nsdcindia.org>)

- iii. **Sending Organization:** Eligible and competent youth, who are willing to upgrade their technical skillset through TITP in Japan, would be enrolled and imparted training in India by the Sending Organization. The Sending Organization will act as an intermediary with Supervising Organizations for candidates who wish to undertake Technical Intern Training in Japan.

**Workflow of the Technical Intern Training Program:**

The workflow given below (but not limited to) outlines the sequence of processes that a Sending Organization shall follow during the implementation of TITP.



### **Roles and Responsibilities of the Sending Organization:**

The specific duties of a Sending Organization are determined through consultation and the agreement with Supervising Organizations in Japan; however, in general, its roles and responsibilities are briefly outlined below (but not limited to):

- i. **Selection of Supervising Organization by the Sending Organization:** Sending Organization is foremost expected to connect with and understand the requirements of the licensed and suitable Supervising Organizations. Upon finalization of negotiations, Sending Organization shall undergo agreement with the Supervising Organizations for the acceptance of candidates as Technical Intern Trainees.
- ii. **Enrolment of suitable candidates and completion of their Pre-Departure Training in India by the Sending Organization:**
  - a. **Enrolment of candidates for undergoing Technical Intern Training in Japan:** Sending Organization is expected to identify and enrol the eligible candidates in consultation with the Supervising Organization.
  - b. **Pre-Departure Training in India:** The Sending Organization shall conduct appropriate Pre-Departure Training of its enrolled candidates with a focus on imparting Japanese language, Japanese lifestyle orientation and cultural training with relevant domain training.
- iii. **Selection of candidates by Supervising Organization/ Implementing Organization for undergoing Technical Intern Training in Japan:** Sending Organization are responsible for end-to-end management for selection of candidates by Supervising Organization/ Implementing Organization, including arranging interviews and explaining all details pertaining to candidates' employment in Japan.
- iv. **Completion of documentation for candidates' entry in Japan:** Before sending the candidates to Japan, the Sending Organization shall complete the necessary documentation required for candidate's entry in Japan, such as conclusion of contracts pertaining to employment with Implementing Organization, support in obtaining Status of Residence, Visa, and entry into Japan.
- v. **Coordination with Supervising Organization and Implementing Organization during Technical Intern Trainees' stay in Japan:** Sending Organization should stay abreast of the status of the Technical Intern Trainees during their stay in Japan and resolve any issues that may arise.
- vi. **Provision of support to the Technical Intern Trainees to India post completion of training in Japan:** Sending Organization shall ensure a smooth return of Technical Intern Trainees to India post completion of the Technical Intern Training and provide necessary support such as finding occupations for them.

### **Details on the requisite financial aspects involved in TITP:**

- i. **Fees charged from the candidate:** Sending Organization may charge appropriate fees from the candidate for getting enrolled and trained as Technical Intern Trainee and for carrying out other procedures necessary to place the candidate in Japan under TITP. This payment will be directly made to the Sending Organization by the candidate as per the terms agreed between them. NSDC shall not be involved in the issues related to the financial transaction of fees between the candidate and the Sending Organization.

- ii. **Expenses paid by Supervising Organization:** Sending Organization may receive expenses from the Supervising Organization as per the agreement between the Sending Organization and the Supervising Organization.  
NSDC shall not be involved in issues related to these expenses between Sending Organization and Supervising Organization.
- iii. NSDC is a 'Not for Profit Company', and holding license under section 25 of the Companies Act, 1956 (corresponding to section 8 of the Companies Act, 2013). As NSDC is incurring cost on providing the knowledge and skill advisory services under TITP, NSDC reserves its right to charge a suitable amount from the Sending Organizations to reimburse itself for providing such services.

**Sources for additional information on TITP:**

The Applicant is strongly recommended to refer to the following documents and links to be able to thoroughly grasp various aspects of TITP:

- i. 'Act on Proper Technical Intern Training and Protection of Technical Intern Trainees' of Japan (hereafter referred to as 'Technical Intern Training Act'; <http://www.mhlw.go.jp/english/policy/employ-labour/human-resources/dl/2-00.pdf>)
- ii. 'Ordinance for enforcement of the Act on Proper Technical Intern Training and Protection of Technical Intern Trainees' of Japan (hereafter referred to as 'Ordinance') <http://www.moj.go.jp/content/001223426.pdf>
- iii. Operational Guidelines for the Technical Intern Training Program Relating to Specific Occupations and Operations Regarding the Standards for the Occupation 'Careworker' of Japan referred to as 'Careworker Guidelines' (<https://www.mhlw.go.jp/file/06-Seisakujouhou-12000000-Shakaiengokyoku-Shakai/0000184414.pdf>)
- iv. Organization for Technical Intern Training Website- <https://www.otit.go.jp/>
- v. Japan International Training Cooperation Organization Website- <https://www.jitco.or.jp/en/>