# ANNEXURE 15.12

***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 *[RFP Date]* (“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 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 sub-contracting, sub-letting, or franchisee arrangement without informing NSDC is punishable, and if found guilty, NSDC may take appropriate action against us, including immediate de- empanelment.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.
25. That we shall carry out TITP in accordance with the laws and regulations of India and Japan.
26. That neither we nor any of our board members have ever conducted any of the following acts within the preceding five years:
    1. 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;
    2. 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;
    3. Human rights infringements against trainees and candidates such as assaults, intimidations, and restrictions of freedom; and
    4. 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.
27. 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 (26) of this Proposal Declaration Letter.
28. 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.
29. 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: