

Request For Proposal (RFP)
For
**Empanelment of
Sending Organization (SOs)**
In India
For Japan's
Technical Intern Training Program (TITP)
Phase 5



Release Date: 3rd Oct 2022

RFP No: RFP/TITP/2022/10/03

National Skill Development Corporation

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1. DISCLAIMER

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

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

2. DEFINITIONS & ACRONYMS

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

- a) **'Applicant'** means any legal entity (if applying individually, **i.e., a Sole Applicant**), OR a group of legal entities (**i.e. if applying in Consortium/Association**) which is submitting the proposal to this RFP (**hereafter referred to as 'Proposal'**) in response to this RFP. The Applicant may also include Government entities including State Skill Developments Missions, ITIs, NSTIs, any other department or any other entity approved by NSDC management.

Proprietorship and Partnership firms are not allowed to apply to this RFP; however, Limited Liability Partnership ("LLP") registered under the Limited Liability Partnership Act, 2008 is eligible to apply. Proprietorship and Partnership firms are only allowed for Japanese language institutes who are applying as Consortium member (not lead member) in Consortium/Association.

- b) **'Authorized Signatory'** means one or more person authorized (jointly or severally) by the Applicant as per Annexure 15.8 and 15.10.

- c) **'Consortium/Association'** means a group of legal entities (not more than three) joining together under a binding agreement to apply and submit a Proposal in response to this RFP. Any Consortium/Association member may be the Lead Applicant.

- d) **'Contract'** means the contract signed by NSDC with the selected Applicant(s). The draft version of the TITP Contract with indicative clauses is available along with the RFP, that the selected Applicant will have to sign with NSDC. The final Contract copy shall be provided to the Applicant once it gets selected. Please note that NSDC will not accept any changes in the Contract.

- e) **'Day'** means a calendar day unless otherwise specified.

- f) **'FY'** means the financial year.

- g) **'INR'** means Indian Rupees (currency of India).

- h) **'Japanese firm/company'** means a legal entity incorporated under the laws of Japan.

- i) **'Japanese Language NAT-TEST'** is an examination that measures the Japanese language ability of candidates who are not native Japanese speakers. There are five levels of the Japanese Language NAT-TEST. Level 5 is the easiest, followed by levels 4, 3, 2, and then level 1, the most difficult.

- j) **'JLPT'** means the Japanese-Language Proficiency Test, a standardized criterion-referenced test to evaluate and certify Japanese language proficiency for non-native speakers, covering language knowledge, reading ability, and listening ability. JLPT has five levels – N1, N2, N3, N4, and N5, N1 being the highest / most challenging level, and N5 being the lowest / easiest level.

- k) **'JPY'** means Japanese Yen (currency of Japan).

- l) **'Proposal'** means the set of documents submitted by Applicants in response to this RFP as per the checklist mentioned in Annexure 15.1.

- m) **'Services'** means the work to be performed by the empaneled Applicant as per the terms of the RFP / Contract.

- n) **'Sending Organization'** (SO) explanation has been provided in the guidelines of TITP, available on www.nsdcindia.org.

- o) **'TITP Guidelines'** means the guidelines released by NSDC available on NSDC website, binding on all Sending Organizations and other concerned stakeholders for executing TITP.

3. ABOUT TECHNICAL INTERN TRAINING PROGRAM AND RFP's PURPOSE

To amplify the impetus on making India the skill capital of the world, the Ministry of Skill Development and Entrepreneurship (**hereafter referred to as 'MSDE'**), the Government of India, signed the Memorandum of Cooperation (**hereafter referred to as 'MoC'**) on the Technical Intern Training Program (**hereafter referred to as 'TITP'**) with the Ministry of Justice, the Ministry of Foreign Affairs, and the Ministry of Health, Labour and Welfare of Japan (**hereafter referred to as "The Government of Japan"**). The MoC was signed on October 17, 2017 and aims to transform India's skill ecosystem by sending and accepting technical interns from India to Japan, thereby enabling Indian industries to imbibe the best practices of Japanese industries. Under TITP, the empaneled Sending Organizations (**hereafter referred to as 'SOs'**) aggregate technical intern demand in Japan, identify suitable candidates in India, train them in Japanese Language, Japanese lifestyle, culture, etiquettes, and relevant domain training before getting placed in Japan. After completion of TITP program, the candidates may return to India and utilize the skills acquired by them in Japan. In January 2018, the MSDE appointed NSDC to monitor TITP. As of the release of this RFP, there are 34 empaneled SOs and NSDC is desirous of empaneling more suitable entities as SOs under TITP. Given this, NSDC invites Proposals through this RFP for the empanelment of SOs in India for TITP.

4. ROLES AND RESPONSIBILITIES OF SO

The roles and responsibilities of SOs are provided in the TITP Guidelines. It is recommended that the Applicants read the Guidelines available on NSDC website and the draft version of the Contract, before applying to this RFP to gain a thorough understanding of TITP.

It will be mandatory for the SOs to comply with the terms and conditions of the Contract and the TITP Guidelines, which NSDC may amend from time to time. At any given point in time, the TITP Guidelines shall supersede the terms of RFP, Contract and /or all other policies, guidelines, and communication related to TITP.

5. RFP SCHEDULE

S. No.	Key Activities	Timelines	Remarks
1.	Last date of submitting the proposal to this RFP	31 st Dec '23	The further decision to extend the last date (if any) is at the sole discretion of NSDC.
2.	For submitting the	During the	• Applicants are required to email their queries, if any, to

	queries to NSDC, if any	RFP term	<p>anshul.singhal@nsdcindia.org cc to nsdcjapanteam@nsdcindia.org.</p> <ul style="list-style-type: none"> Applicants are required to regularly visit NSDC website www.nsdcindia.org for the updates related to this RFP. NSDC, at its discretion, may choose not to respond to any query if received after the RFP duration.
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At any time before the last date for submission of Proposals as specified in the RFP, NSDC may at its initiative, or in response to a clarification requested by the Applicant(s), may amend the RFP by issuing an addendum or a corrigendum, which shall be published on the NSDC's website (www.nsdcindia.org). It will be binding on all the Applicants. To give the Applicants reasonable time to take an amendment into account in their Proposals, NSDC may, at its discretion, if the modification is substantial, extend the deadline for the Proposal submission. NSDC will not be liable for any effect on the Applicant's Proposal or its evaluation if the Applicant does not read addendum(s)/ corrigendum(s) or related communication on the NSDC's website.

6. PROPOSAL SUBMISSION

6.1. Applicants should submit their Proposals in soft copy only to NSDC via email to anshul.singhal@nsdcindia.org cc to nsdcjapanteam@nsdcindia.org. The email must contain Applicant's name, contact person phone number, official address, with the subject line, '**CONFIDENTIAL – Proposal for the empanelment of TITP SO**'.

6.2. NSDC may, at its discretion, request the Applicant for providing additional documents for seeking clarity, if any, at any stage during the evaluation of the Proposal submitted by the Applicant.

6.3. For any clarifications and more details, the Applicant may connect at the below-mentioned address:

Mr. Anshul Singhal,

National Skill Development Corporation,

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

7. APPLICABLE FEE & INCENTIVES

7.1. PROPOSAL FEE

- Along with the Proposal, Applicant shall submit a one-time non-refundable fee (**hereafter referred to as 'Proposal Fee'**) of INR 2,00,000/- (Indian Rupees Two Lakhs only). This fee shall be paid in Indian currency and shall be exclusive of all charges including conversion/bank charges. The fee is also applicable for the cases in which the existing SOs are requesting to change existing empanelment as mentioned in **Clause 17**.

- b) In case the Applicant is found to be ineligible as per the 'Eligibility Criteria' defined in the RFP, 50% of the Proposal Fee shall be refunded to the Applicant.
- c) The Proposal Fee may be deposited to NSDC through anyone of the following options:
- i. In the form of Demand Draft in favour of 'National Skill Development Corporation', payable at New Delhi, India.
 - ii. Online bank payment to:
Account Name: National Skill Development Corporation Bank Name: State Bank of India
Type of Account: Current Account
Bank Account No: 00000030479747590
Branch Address: (00625) Central Secretariat, North Block, New Delhi-110001, India IFSC Code: SBIN0000625
SWIFT Code: SBININBB701

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

7.2. YEARLY LICENSE FEE

Empaneled SO (post selection and empanelment of Applicant) shall pay an annual non-refundable '**LICENSE Fee**' of INR 2,00,000/- (Indian Rupees Two Lakhs only) after signing the contract, starting from the date of empanelment. The fee shall be paid in the beginning of each year. Refer to TITP Guidelines for more details.

7.3. INCENTIVES

To encourage SOs for sending maximum candidates, following incentives are provided to the SOs, basis on their yearly performance:

- a) If the SO sends minimum 50 TITP interns in any year, then 25% of the Yearly License Fee will be waived off for the subsequent year.
- b) If the SO sends minimum 100 TITP interns in any year, then 50% of the Yearly License Fee will be waived off for the subsequent year.

Refer to TITP Guidelines for more details.

8. PROPOSAL EVALUATION AND SELECTION

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

9. PROPOSAL REJECTION

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

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

- a) If the Proposal submitted is incomplete.
- b) If the Proposal submitted is without the proof of the Proposal Fee payment.
- c) If the Proposal submitted is in the format other than prescribed in RFP (wherever applicable).
- d) If the Proposal reaches NSDC after the submission closing time and date.
- e) If the Proposal has documents in a language other than English or which are not translated in English as per the requirement of this RFP. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant.

Applicant shall be responsible for the authenticity/ factual correctness of the translated copy. At any stage (before empanelment / after empanelment of the Applicant), if it is found that the translated copies are different than the original document, NSDC at its sole discretion shall have the right to take suitable action against the Applicant under **Clause 11: 'Fraud and Corruption'** of this RFP.

- f) If it is observed that the Applicant has indulged in any corrupt or fraudulent practice as defined in **Clause 11: 'Fraud and Corruption'**, wherever applicable.
- g) Any other reason(s) as deemed fit by NSDC.

10. CONTRACT (EMPANELMENT)

10.1. EMPANELMENT PERIOD

The empanelment of the Applicant as SO will be through the Contract signed between the Applicant and NSDC. The draft version of the Contract with indicative clauses, is shared along with RFP; however, the final

contract may undergo minor revisions (not necessary). The Applicant, if empaneled as SO, shall always abide by the Contract.

10.2. VALIDITY OF THE CONTRACT

The Contract is valid for 5 (five) years from the date of empanelment, subject to annual performance of the SO and payment of Yearly License Fee starting from year 1 onwards. The performance will be measured with respect to the number of candidates sent by the SO to Japan from the date of its empanelment and at the sole discretion of NSDC. Refer to the TITP Guidelines for more details. Please note that NSDC will not accept any changes in the standard contract.

10.3. TERMINATION OF THE CONTRACT

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

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

- a) The SO assigns or sub-contracts any or all its rights and/or obligations under the Contract to anyone/any company without informing NSDC, which NSDC may give at its discretion after evaluating the situation/case.
- b) The SO is found to be non-compliant to the TITP Guidelines or the Contract in any manner and at any stage.
- c) The SO fails to pay the fee as mentioned in this RFP and TITP Guidelines.
- d) The SO is found to be non-performing as per the performance measure given in the TITP Guidelines.
- e) Any other reason(s) as deemed fit by NSDC.

11. FRAUD AND CORRUPTION

11.1. NSDC requires that the Applicant adheres to the highest standards of ethics during the preparation and submission of the Proposal and execution of TITP post empanelment as SO. In pursuance of this policy, NSDC defines the terms set forth below:

- a) 'Corrupt practice' means behavior on the part of officials of the Applicant by which they improperly

and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed. Such practice includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or Contract execution.

b) 'Fraudulent practice' means a misrepresentation of facts at any stage, to influence the selection of the Applicant as a SO, detriment to NSDC, and includes collusive practices among Applicants (before empanelment or post empanelment of the Applicant as SO) designed to deprive NSDC of the benefits of free and open competition.

11.2. NSDC will reject a Proposal for the award of Contract of empanelment if it determines that the Applicant recommended for it has engaged in corrupt or fraudulent practices in competing for the Contract; OR at any stage even after awarding the Contract. In addition, NSDC reserves the right to de-empanel the Applicant even after it has been empaneled as a SO if NSDC finds a reason to de-empanel as deemed fit by NSDC.

11.3. NSDC will declare an Applicant ineligible to be evaluated under this RFP OR to be awarded any Contract/work by NSDC under this RFP or future RFPs/Expression of Interest (EOI)s or through any other method, conducted/released by NSDC for TITP or any other Japan-related program monitored or managed by NSDC if at any point of time it is found that the Applicant has engaged in corrupt or fraudulent practices for getting empaneled. Furthermore, NSDC may blacklist such an Applicant from all future programs related to Japan or any other program managed/monitored by NSDC even after the empanelment under this RFP. The blacklisting shall either be for an indefinite period or a stated period at the sole discretion of NSDC. Refer to the TITP Guidelines for more details.

11.4. In the case of a Consortium/Association, all the members, including the Lead Applicant, shall be jointly and severally responsible for TITP implementation. NSDC shall have the right to take legal and other appropriate action(s) against the Applicant or any/all the Consortium/Association members (as the case may be), in case of corrupt or fraudulent activities as defined above or for any other reason as deemed fit by NSDC.

11.5. If the Applicant participates in more than one Proposal in any manner (whether as a Sole Applicant (individually) or in Consortium/Association) for this RFP for empanelment of SO for TITP, all such Proposals shall be disqualified, at the sole discretion of NSDC. Applicant/each Consortium/Association member can apply in only one Proposal at any point in time.

12. CONTRACT (EMPANELMENT)

12.1. COMPLIANCE WITH LAWS

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

12.2. DISPUTES AND ARBITRATION

a) Arbitration

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

b) Governing Laws and Jurisdiction

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

12.3. REPRESENTATIONS AND WARRANTIES

Applicant hereby represents and warrants that:

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

13. PROCESS OF EVALUATION AND EMPANELMENT

13.1. EVALUATION PROCESS

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

- a) **Stage 1: Evaluation as per the Eligibility Criteria**

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

b) Stage 2: Technical Evaluation

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

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

13.2. EMPANELMENT PROCESS

a) Final Scores

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

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

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

b) Due Diligence

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

c) Contract Signing

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

be canceled. Please note that NSDC will not accept any changes in the Contract.

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

14. ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION

14.1. IMPORTANT INSTRUCTIONS

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

- a) Applicant should ensure that all data/information given under this RFP, is as of date of Proposal submission unless otherwise specified.
- b) Proprietorships and Partnership firms are not allowed to apply to this RFP. However, Limited Liability Partnership ("LLP") registered under the Limited liability Partnership Act, 2008 is eligible to apply. Proprietorship and Partnership firms are only allowed for Japanese language institutes who are applying as Consortium member (not lead member) in Consortium/Association.
- c) The entities which are presently empaneled as SO by NSDC are allowed to add/change Consortium partners, subject to meeting the eligibility criteria, under this RFP. Please refer to **Clause 17: CHANGE OF EXISTING SENDING ORGANIZATION EMPANELMENT** for more details.
- d) The Applicant must submit the data related to this RFP in the annexures as prescribed in this RFP, wherever applicable. Data in any other format shall not be accepted.
- e) If the Applicant is incorporated outside India and its documents are not in English, Applicant shall submit the English translated copies and the original document copy. The English-translated copies should be self-attested by the Authorized Signatory of the Applicant. The Applicant shall be responsible for the authenticity/factual correctness of the translated copy. At any stage, if it is found that the translated copies are different than the original document, NSDC, at its sole discretion, shall have the right to take any action against the Applicant under Clause 11.
- f) Self-attested letters as submitted by the Applicant should be signed by the Applicant's Authorized Signatory only.
- g) NSDC may request additional documents from the Applicant for evaluation of the Proposal, if so required. Applicant should submit the same to NSDC within the stipulated time frame given by NSDC, failing which the evaluation may stand canceled.
- h) The Proposal shall be page numbered, properly indexed. Each page of the Proposal should be stamped and signed by the Authorized Signatory of the Applicant.
- i) If an Applicant submits or participates in more than one RFP for TITP in any manner (whether

individually as a Sole Applicant or in Consortium/Association), all such RFPs may be disqualified, at the sole discretion of NSDC.

- j) Applicants are not allowed to submit information/documents of their Parent or Associate Companies/Organizations for this RFP. However, the Parent or Associate Company can apply in Consortium/Association with the Applicant if the Applicant wishes to use the information/documents of its Parent or Associate Firm.

14.2. RULES OF CONSORTIUM/ASSOCIATION

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

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

14.3. ELIGIBILITY CRITERIA

S. No.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE PRESCRIBED ANNEXURES
1.	<p>Operational Capability</p> <p>For Sole Applicant: Applicant must be incorporated in India or any other country for at least two (2) years on the proposal submission date.</p> <p>For Consortium/Association: Only the Lead Applicant should fulfill the above-stated requirement of two (2) years. Additionally, other Consortium/Association members should have at least one (1) year of Incorporation on the proposal submission date.</p>	<ol style="list-style-type: none"> a) Copy of the Certificate of Incorporation / Registration Certification of the Applicant. b) In the case of a Consortium/Association, all members shall submit their incorporation certificate(s).
2.	<p>Financial Capability</p> <p>The <u>average annual turnover</u> of the best two (2) financial years out of last four (4) financial years.</p> <p>a) For Sole Applicant:</p> <ul style="list-style-type: none"> o In case of a non-Japanese company: At least INR 20 	<p>Below mentioned documents from (a) to (c) are applicable only for the Sole Applicant and the Lead Applicant in case of a Consortium/Association:</p> <ol style="list-style-type: none"> a) Audited balance sheet including Profit & Loss statement for last four (4) financial years.

<p>million (INR 2 Crores)</p> <ul style="list-style-type: none"> o In case of a Japanese company: At least JPY 20 million <p>b) For Consortium/Association (only the Lead Applicant has to fulfill the below criteria)</p> <ul style="list-style-type: none"> o In case of a non-Japanese company: At least INR 20 million (INR 2 Crores) o In case of a Japanese company: At least JPY 20 million <p>Additionally, turnover of each of the other Consortium/Association members should be at least INR 1 Crore or equal to INR 10 million in last FY.</p> <p>If the Consortium/Association member (other than the Lead Applicant) is a Japanese Language Institute, its annual turnover will not be evaluated.</p>	<ul style="list-style-type: none"> b) Auditor's report for the last four (4) FYs. c) Chartered Accountant (CA)/Auditor's certificate as per Annexure 15.2. <p>Below mentioned points (d) to (f) are applicable only for the other Consortium/Association members, not for the Lead Applicant or the Sole Applicant:</p> <ul style="list-style-type: none"> d) Audited balance sheet including Profit & Loss statement for the last FY. e) Auditor's report for the last FY. f) Chartered Accountant (CA)/Auditor's certificate as per Annexure 15.3.
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* NSDC at its sole discretion, reserves the rights for changing the eligibility criteria, as required.

14.4. TECHNICAL EVALUATION

a) Desk Evaluation (Maximum Marks: 60)

S. No.	PARAMETER	MAXIMUM MARKS	INSTRUCTIONS	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE PRESCRIBED ANNEXURES
1.	Applicant's years of Incorporation in India or any other country.	10	In the case of a Consortium/Association, only Lead Applicant will be evaluated for scoring.	Documents submitted for the Eligibility Criteria (operational capability) shall be considered. Therefore, the Applicant is not required to submit the document again.
2.	The average annual turnover of the best two (2) financial years out of last four (4) financial years.	10	In the case of a Consortium/Association, only the Lead Applicant will be evaluated.	Documents submitted for the Eligibility Criteria (financial capability) shall be considered. Therefore, the Applicant is not required to submit the document again.
3.	The average annual turnover through operations in JAPAN of the best two (2) financial years out of last four (4) financial years.	10	In the case of a Consortium/Association, Applicant should submit documents of <u>any one</u> of the Consortium/Association	<ul style="list-style-type: none"> a) Applicant's certificate of Incorporation of the Japan office. b) Audited balance sheet including Profit & Loss statement for the last four (4) financial years. c) Auditor's report for the last four (4)

	Operations in Japan means the operations through Applicant's office established in Japan.		members.	financial years. d) Chartered Accountant (CA) / Auditor's certificate as per Annexure 15.4.
4.	Total number of candidates placed* in Japan in the last four (4) financial years. *Candidates placed in Japan could be from any country and not necessarily India. Candidates placed can be under TITP/Specified Skilled Worker (SSW)/ Highly skilled/any other category.	10	In the case of a Consortium/Association, Applicant should submit documents of <u>any one</u> of the Consortium/Association members.	Self-attested letter as per Annexure 15.5.
5.	Total number of persons who completed training in Japanese language during the last three (3) financial years.	10	In the case of a Consortium/Association, Applicant should submit documents of <u>any one</u> of the Consortium/Association members.	Self-attested letter as per Annexure 15.6. <i>NSDC, at its sole discretion, may verify the details of candidates who appeared for the JLPT/ NAT, etc., through appropriate entities.</i>
6.	The number of Japanese language trainers** engaged/employed with the Applicant (as of Proposal date). ** Non-native Japanese trainers must be N3 certified.	10	In the case of a Consortium/Association, Applicant should submit documents of <u>any one</u> of the Consortium/Association members.	a) Resume of trainer(s) with their contact details, including mobile number and email id. <u>Any resume without contact details shall not be considered for scoring.</u> b) Self-attested letter as per Annexure 15.7. c) JLPT/NAT certificate of the trainers for <u>non-native</u> Japanese trainers. d) For native Japanese trainers, the Applicant shall submit the valid license/document

				issued by appropriate authorities, proving that the trainer can teach Japanese in India.
				Total: 60 Marks

b) Approach & Methodology (Maximum Marks: 40)

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

Applicant shall submit its response to the questions mentioned above as per Annexure 15.13. The date, time, and duration of the presentation shall be informed to the Applicant in advance by NSDC.

Parameters
<ul style="list-style-type: none"> a) Brief on the Applicant’s understanding of TITP. b) Experience of the Applicant in Japan OR operations in Japan. c) Prospective TITP internship linkages in Japan. d) List of major Japanese clients where Applicant has placed any candidates to Japan. e) Experience in teaching candidates in the Japanese Language. f) Business model envisaged for TITP including the total fee to be charged from the candidates. g) Job Sectors planned for training candidates under TITP with reasons for selecting such sectors. h) Challenges envisaged to implement the TITP, and measures planned to overcome those challenges. <p>Applicant shall give the five years YOY TITP projection plans for number of candidates to be placed in Japan.</p>

15. PRESCRIBED FORMATS (ANNEXURES)

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

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

16. SCOPE OF WORK FOR THE SO

Applicant, if selected as SO, shall fully comply with the TITP Guidelines as amended from time to time. The TITP Guidelines are available on NSDC website for Applicants to refer.

17. CHANGE OF EXISTING SENDING ORGANIZATION EMPANELMENT

The entities which are presently empaneled as SO by NSDC are allowed to add/change Consortium partners, subject to meeting the eligibility criteria, under this RFP and payment of fees. NSDC will evaluate such requests on case-to-case basis before final approval is granted. Please note that these requests will not follow the standard RFP Technical Evaluation process. Once the change is approved, the entity will sign a new contract with NSDC for SO Empanelment and the exiting empanelment will be cancelled. Please refer to TITP guidelines for more details.