

**Request For Proposal (RFP)**

For

**Empanelment of**

**Sending Organization (SOs)**

In India

For Japan's

**Technical Intern Training Program (TITP)**

**Phase 7**



**Release Date: 16<sup>TH</sup> January 2026**

**RFP No: RFP/TITP/2026/01/16**

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## **DISCLAIMER**

All information contained in this Request for Proposal, subsequently provided, is of 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 (NSDC) 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.

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## DEFINITIONS & ACRONYMS

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

- a) **'Applicant'** means any legal entity including **Proprietorship, Partnership, Company** etc. (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.
- 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 Contract copy shall be provided to the Applicant once it gets selected. Please note that NSDC will not accept any changes in the Contract. NSDC has rights to change the Contract at any time without consultation with Applicants.
- 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) '**JFT-Basic**' means Japan Foundation Test of Basic Japanese), a Japanese language test designed to determine whether foreigners who wish to work in Japan have the minimum Japanese language skills necessary for daily life in Japan.
- l) '**JPY**' means Japanese Yen (currency of Japan).
- m) '**Proposal**' means the set of documents submitted by Applicants in response to this RFP as per the checklist mentioned in **Annexure 15.1**.
- n) '**Services**' means the work to be performed by the empaneled Applicant as per the terms of the RFP / Contract.
- o) '**Sending Organization**' (**SO**) explanation has been provided in the guidelines of TITP, available on [www.nsdcindia.org](http://www.nsdcindia.org)
- p) '**TITP Guidelines**' means the guidelines released by NSDC available on NSDC website, binding on all Sending Organizations and other concerned stakeholders for executing TITP

## **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, Labor 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 20 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.

## **ROLES AND RESPONSIBILITIES OF SENDING ORGANIZATION**

The empaneled SO must understand all relevant requirements of the SVO/ IO pertaining to the desired technical interns before commencing their training in India. The roles and responsibilities of an SO are stated below, but not limited to:

- 1) ESTABLISHING TITP INTERNSHIP LINKAGES IN JAPAN BEFORE COMMENCING TRAINING IN INDIA**
  - a. SO shall identify a suitable Japanese Supervising Organization (SVO) / Implementing Organizations (IOs) and secure interns' internship requirements in Japan before starting the candidates' training in India. It is mandatory for the SO to sign an agreement with the SVO with whom it plans to enter in a relationship for placing its candidates as interns under TITP.
  - b. SO shall ensure that any agreement or contract signed between itself and the SVO shall not have any clause that imposes monetary penalties on technical interns or any clause that requires

payments/ transfer of money from the candidate or their family in the event of a violation of training contract by them.

- c. SO shall not deal with any SVO whose license is revoked or subjected to administrative penalties by OTIT. The list of approved SVOs is available on the OTIT website and circulated by NSDC to all SOs from time to time.
- d. It is recommended that the SO has an office and a competent representative in Japan to interact with the SVOs, IOs, and other stakeholders in Japan to build business relationships seamlessly and manage any issues involving TITP implementation.
- e. It is the responsibility of the SO to get TITP internship linkages from SVO/IO for sending its candidates as TITP interns.

## 2) MOBILISATION OF SUITABLE CANDIDATES

- a. The success of TITP lies in the desirable attributes and motivation of candidates selected to be placed as technical interns. Therefore, SO must target appropriate candidates (technical intern) for training who understand the objectives of TITP. Some of the eligibility criteria for candidates who can work as interns under TITP are given below:
  - i. The technical intern shall be 18 years of age or above.
  - ii. The technical intern shall be of Indian nationality.
  - iii. The technical intern shall be a person who intends to engage in technical intern training, having understood the purpose of the Program.
  - iv. The technical intern should plan to engage in work requiring the skills etc. acquired in Japan after returning to the home country (India).
- b. The details about the eligible sectors and job categories under TITP are given on the website of Organization of Technical Intern Training (OTIT). SO is advised to check the same from time to time. SO shall also consult the SVO/IO regarding the desired sector and the job category before enrolling candidates and commencing their training in India to ensure that candidates are imparted training as per the demand in Japan.
- c. As per the MoC signed between India and Japan, SO shall clearly communicate the total fee to be charged from the candidates and must declare this information on their website. This is one of the parameters given by Japan under the 'Approving Standards of Sending Organization', shown in Annexure 1.
- d. SO shall disseminate the information concerning the IO, the SVO, salary details, working and living conditions in Japan to the candidates before their departure to Japan.

### 3) TRAINING IN INDIA

SO shall conduct training for its enrolled candidates, addressing the following aspects:

- a. Japanese language training up to the level as desired by the SVO/IO. For Care workers, the minimum level required is N4 as per the guidelines by Japan. For other sectors, SO should consult SVO and train the candidates accordingly.
- b. Japanese lifestyle and etiquettes to impart the required knowledge essential for living in Japan.
- c. Requisite domain training, if required
- d. Any other relevant aspects, as deemed fit

### 4) SELECTION OF CANDIDATES BY SVO/IO IN JAPAN

SO shall arrange interviews of the trained candidates with SVO/IO. Further, SO shall not make any false promises to candidate on matters concerning salary / stipend / location of internship / travel reimbursements / holidays etc., without any written confirmation by the SVO/ IO on job details in Japan.

### 5) ARRANGING CERTIFICATE OF ELIGIBILITY (CoE)

Post selection of the candidate by the SVO/IO, SO shall extend support to the concerned Japanese stakeholders and the candidates in arranging the Certificate of Eligibility (hereafter referred to as 'COE') and subsequently the VISA of the candidate. The OTIT website may be referred to for the updated formats/ forms required to obtain the COE. The number of forms, formats, or requirements may change from time to time, and thus, the SO should consult its SVO for guidance.

### 6) SUPPORT IN JAPAN DURING INTERNSHIP

SO shall stay abreast of the status of the technical interns during their stay in Japan and resolve any issues that may arise. SO shall make best efforts to help the intern in settling down and completing the training in Japan. For this purpose, SO shall undertake the below-mentioned activities (but not limited to):

- a. Remain in close coordination with its interns, respond to their health and safety concerns (if any), and provide proper support. In critical incidents related to interns such as depression, feeling uneasy due to any circumstance, harassment, or abuse by the employer or any other person/entity, SO shall coordinate with the candidate and the concerned stakeholders involved to resolve the issue on priority. SO shall notify the concerned intern's family and NSDC within 48 hours of the incident in case of any critical matter.
- b. Remain in close communication with the SVO/IO to obtain regular feedback on the performance of its interns and resolve concerns (if any). NSDC shall periodically communicate with the SVOs/ IOs

of the candidate at any point of time to seek the feedback of Indian youth placed as interns under TITP, and the SO shall facilitate the meetings as and when requested by NSDC.

- c. Assist its intern in case of a fatal accident or injury of any kind. In such cases, the SO shall immediately contact the family member of the intern and resolve the issue in the best possible manner.
- d. Take effective measures to prevent the disappearance of its interns pursuing training in Japan. To minimize such incidents, the SO shall brief all candidates on salary details, working conditions, cultural orientation to Japanese lifestyle, and other relevant aspects before their enrolment in the batch and placement in Japan, so that the candidates' expectations after arriving in Japan match with the information conveyed to them during training. SO shall seek from the SVO information relevant for such briefing and remain in close contact with the interns after placement in Japan for any support required. If the SO receives notification from an SVO regarding the disappearance of its intern, it shall notify the same to NSDC and the concerned intern's family within 48 hours of the incident.
- e. Coordinate with the SVO/IO to provide the best possible legal support to the intern (as per the case), if he/she is charged with any criminal offense while undergoing training in Japan. SO shall also inform NSDC and the concerned intern's family within 48 hours of such incident. NSDC shall not be liable for the intern's involvement in any such criminal offense(s) or as the case may be.

## 7) COMPLETION OF TITP IN JAPAN AND RETURN TO INDIA

SO shall help in the smooth return of its interns after completion of their training in Japan. Any intern who returns to India without completing the training in Japan should be brought to the notice of NSDC through an email/letter to NSDC stating the reasons for return. SO shall inform NSDC within 48 hours of such an incident. However, suppose an intern gets a job within the SSW residency status in Japan, after completing his/her TITP. In that case, the intern has the freedom to work under SSW without coming back to India and continuing his/her stay in Japan. This is permissible, provided all the regulations of Japan are followed. Further, the concerned Sending Organization shall keep NSDC informed of any such developments where the TITP intern gets converted to SSW and provide the necessary supporting documents to NSDC for that intern, which proves that the intern has got a job under SSW and all the required formalities as per the rules and regulations of the employers/ concerned authorities are fulfilled. For any further clarifications, NSDC may be contacted.

## 8) EMPLOYMENT SUPPORT TO THE INTERN AFTER RETURN TO INDIA

Upon return of the intern to India after completing TITP in Japan, SO shall provide the necessary support, such as finding employment opportunities for them to utilize the acquired technical skills etc., appropriately.

It is recommended that the Applicants read the Guidelines available on NSDC website, 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.

## RFP SCHEDULE

S. NO.	KEY ACTIVITIES	TIMELINES	REMARKS
1	Last date of submitting the proposal to this RFP	28 <sup>th</sup> February 2026	The further decision to extend the last date (if any) is at the sole discretion of NSDC
2	For submitting the queries to NSDC, if any	During the RFP Term	Applicants are required to email their queries, if any to <a href="mailto:anshul.singhal@nsdcindia.org">anshul.singhal@nsdcindia.org</a> Applicants are required to regularly visit NSDC website <a href="http://www.nsdcindia.org">www.nsdcindia.org</a> 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.

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](http://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.

## PROPOSAL SUBMISSION

- a) Applicants should submit their Proposals in soft copy only to NSDC via email to [Anshul.Singhal@nsdcindia.org](mailto:Anshul.Singhal@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'.
- b) NSDC may, at its discretion, request the Applicant to provide additional documents seeking clarity, if any, at any stage during the evaluation of the Proposal submitted by the Applicant.
- c) For any clarifications and more details, the Applicant may contact us at the below-mentioned address:  
**Anshul Singhal**  
**National Skill Development Corporation,**  
**5th & 6th Floor, Kaushal Bhawan, New Delhi – 110023**

## APPLICABLE FEE & INCENTIVES

### 1) PROPOSAL FEE

- a. Along with the Proposal, Applicant shall submit a one-time non-refundable fee (hereafter referred to as '**Proposal Fee**') of **INR 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.
- 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 favor 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**

Applicants 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.

## **2) YEARLY LICENSE FEE**

Empaneled SO (post selection and empanelment of Applicant) shall pay an annual non-refundable 'LICENSE Fee' of INR 1,00,000/- (Indian Rupees Two Lakhs only) after signing the contract, starting from the date of empanelment. The fee shall be paid at the beginning of each year. Refer to TITP Guidelines for more details.

## **3) INCENTIVES**

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

- a) 25% of yearly fee for the subsequent year is waived off if the SO sends 30 candidates to Japan.
- b) 50% of yearly fee for the subsequent year is waived off if the SO sends 60 candidates to Japan.
- c) 75% of yearly fee for the subsequent year is waived off if the SO sends 90 candidates to Japan.
- d) 100% of yearly fee for the subsequent year is waived off if the SO sends 120 candidates to Japan.

Refer to TITP Guidelines for more details.

## **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.

## **PROPOSAL REJECTION**

- 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.

- 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 a format other than prescribed in RFP (wherever applicable).
  - d. If the Proposal reaches NSDC after the submission closing time and date.
- 3) 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.
- 4) Applicants 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: Fraud and Corruption of this RFP.
- 5) If it is observed that the Applicant has indulged in any corrupt or fraudulent practice as defined in Clause: 'Fraud and Corruption', wherever applicable.
- 6) Any other reason(s) as deemed fit by NSDC.

## **CONTRACT (EMPANELMENT)**

### **1) EMPANELMENT PERIOD**

The empanelment of the Applicant as SO will be through the Contract signed between the Applicant and NSDC. The Applicant, if empaneled as SO, shall always abide by the Contract.

### **2) VALIDITY OF THE CONTRACT**

The Contract is valid for 1 (one) year from the date of empanelment up to 31<sup>st</sup> March 2027 whichever is earlier, 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.

### 3) TERMINATION OF THE CONTRACT

- a) 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: 'Fraud and Corruption'. Refer to the TITP Guidelines for more details.
- b) 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:
  - i. 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.
  - ii. The SO is found to be non-compliant with the TITP Guidelines or the Contract in any manner and at any stage.
  - iii. The SO fails to pay the fee as mentioned in this RFP and TITP Guidelines.
  - iv. The SO is found to be non-performing as per the performance measures given in the TITP Guidelines.
  - v. Any other reason(s) as deemed fit by NSDC.

## FRAUD AND CORRUPTION

- a) 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:
  - i. 'Corrupt practice' means behavior on the part of officials of the Applicant by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed. Such practice includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or Contract execution.

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

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

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

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

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

# CONTRACT (EMPANELMENT)

## 1) COMPLIANCE WITH LAW

- 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.

## 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 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.

### 3) REPRESENTATIONS AND WARRANTS

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 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.

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 have 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.

# PROCESS OF EVALUATION AND EMPANELMENT

## 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 subsequent clauses.

### b) Stage 2: Technical Evaluation

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

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

## 2) EMPANELMENT PROCESS

### a) Final Score

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 Score =	Marks obtained in Desk Evaluation	Marks Obtained in Approach and Methodology round

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) Legal 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.

## **ELIGIBILITY CRITERIA AND TECHNICAL EVALUATION**

### **1) IMPORTANT INSTRUCTIONS**

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

- a) Applicants should ensure that all data/information given under this RFP, is as of date of Proposal submission unless otherwise specified.
- b) 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: CHANGE OF THE EXISTING SENDING ORGANIZATION EMPANELMENT for more details.
- c) 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.
- d) 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.
- e) Self-attested letters as submitted by the Applicant should be signed by the Applicant's Authorized Signatory only. NSDC may request additional documents from the Applicant for evaluation of the Proposal, if so required. Applicants should submit the same to NSDC within the stipulated time frame given by NSDC, failing which the evaluation may stand canceled.

- f) 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.
- g) 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.
- h) 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.

## 2) RULES FOR CONSORTIUM / ASSOCIATION

In case of a Consortium/Association, the following aspects must be compiled 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 given in Clause above shall apply to all Consortium/Association members (wherever applicable).

## 3) ELIGIBILITY CRITERIA

S. NO.	ELIGIBILITY CRITERIA	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE PRESCRIBED ANNEXURES
1	<p><b>Operational Capability – 1</b></p> <ul style="list-style-type: none"> <li>• <b>For Sole Applicant:</b> Applicant must be incorporated in India or any other country for at least two (2) years on the proposal submission date.</li> <li>• <b>For Consortium:</b> 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</li> </ul>	<ul style="list-style-type: none"> <li>a) Copy of the Certificate of Incorporation / Registration Certification of the Applicant.</li> <li>b) In the case of a Consortium/Association, all members shall submit their incorporation certificate(s).</li> <li>c) Copy of RA license needs to be shared by the Applicant</li> <li>d) In the case of a Consortium/Association, any partner shall submit the copy of RA License</li> </ul>

	<p>Incorporation on the proposal submission date.</p> <p><b>Operational Capability – 2</b></p> <ul style="list-style-type: none"> <li>• <b>For Sole Applicant:</b> Applicant must have a valid Recruiting agency license during the proposal submission date.</li> <li>• <b>For Consortium/Association:</b> Any Consortium / Association members should fulfill the above-stated requirement.</li> </ul>	
2	<p><b>Financial Capability</b></p> <p>The average annual turnover of the best two (2) financial years out of last four (4) financial years:</p> <p>a) <b>For Sole Applicant:</b></p> <p>In case of an Indian company: At least INR 20 million (INR 2 Crores)</p> <p>In case of a Japanese company: At least JPY 20 million</p> <p>b) <b>For Consortium/Association (only the Lead Applicant has to fulfill the below criteria):</b></p> <p>In case of an Indian company: At least INR 20 million (INR 2 Crores)</p> <p>In case of a Japanese company: At least JPY 20 million</p> <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>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> <p>a) Audited balance sheet including Profit &amp; Loss statement for last four (4) financial years.</p> <p>b) Auditor's report for the last four (4) FYs.</p> <p>c) Chartered Accountant (CA) / Auditor's certificate as per Annexure 15.2.</p> <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> <p>d) Audited balance sheet including Profit &amp; Loss statement for the last FY.</p> <p>e) Auditor's report for the last FY.</p> <p>f) Chartered Accountant (CA)/Auditor's certificate as per Annexure 15.3</p>

	If the Consortium/Association member (other than the Lead Applicant) is a Japanese Language Institute, its annual turnover will not be evaluated.	
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#### 4) TECHNICAL EVALUATION

##### a) DESK EVALUATION (MAXIMUM MARKS: 60)

S. NO.	PARAMETER	INSTRUCTIONS	DOCUMENTS REQUIRED TO BE SUBMITTED AS PER THE ANNEXURES	MAXIMUM MARKS
1	Applicant's years of Incorporation in India or any other country.	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.	10 Marks
2	The best annual turnover of the last two (2) financial years should be evaluated.	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.	10 Marks
3	The best annual turnover of the last two (2) financial years through operations in JAPAN should be evaluated. Operations in Japan means the operations through Applicant's	In the case of a Consortium/Association, Applicant should submit documents of any one of the Consortium/Association members.	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.	5 Marks

	office established in Japan.		c) Auditor's report for the last four (4) financial years. d) Chartered Accountant (CA) / Auditor's certificate as per Annexure 15.4.	
4	Total number of signed recruitment/placement partnerships in Japan in terms of active MoU/LOI signed within 6 months.	In the case of a Consortium/Association, Applicant should submit documents of any one of the Consortium / Association members.	Signed recruitment/placement MoU/LOIs to be Submitted	5 Marks
5	Total number of candidates placed* in Japan in the last two (2) 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.	In the case of a Consortium/Association, Applicant should submit documents of any one of the Consortium / Association members.	Self-attested letter as per Annexure 15.5	5 Marks
6	Total number of candidates placed* in any country overseas excluding Japan in the last two (2) financial years.	In the case of a Consortium/Association, Applicant should submit documents of any one of the Consortium / Association members	Self-attested letter as per Annexure 15.6	5 Marks
7	Total number of persons who trained in Japanese	In the case of a Consortium/Association,	Self-attested letter as per Annexure 15.7. NSDC, at	10 Marks

	language during the last two (2) financial years.	Applicant should submit documents of any one of the Consortium / Association members.	its sole discretion, may verify the details of candidates who appeared for the JLPT/ NAT, JFT – Basics etc., through appropriate entities	
8	The number of Japanese language trainers** engaged/employed with the Applicant (as of Proposal date). ** Nonnative Japanese trainers must be N3 certified	In the case of Consortium/Association, Applicant should submit documents of any one of the Consortium / Association	<p>a) Resume of trainer(s) with their contact details, including mobile number and email id. Any resume without contact details shall not be considered for scoring.</p> <p>b) Self-attested letter as per Annexure 15.8.</p> <p>c) JLPT/NAT certificate of the trainers for nonnative Japanese trainers.</p> <p>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</p>	10 Marks
<b>Grand Total</b>				<b>60 Marks</b>

**b) APPROACH AND METHODOLOGY (MAXIMUM MARKS: 40)**

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

- Brief on the Applicant's understanding of TITP.
- Experience of the Applicant in Japan OR operations in Japan.
- Prospective TITP internship linkages in Japan.
- List of major Japanese clients where Applicant has placed any candidates to Japan.
- Experience in teaching candidates in the Japanese Language.
- The business model envisaged for TITP includes the total fee to be charged from the candidates.
- Job Sectors planned for training candidates under TITP with reasons for selecting such sectors.
- Challenges envisaged to implement the TITP, and measures planned to overcome those challenges. Applicant shall give the five years YOY TITP projection plans for number of candidates to be placed in Japan.

The 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.

## **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.

## **SCOPE OF WORK FOR THE SO**

Applicants, 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.

## **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 guideline.