



National Skill Development Corporation

Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023

Date: 06-10-2026

Corrigendum No. 1

Subject: Selection of a Law Firm for Review, Standardization, Updating and Drafting of Legal Agreements, Templates and Contractual Documents for National Skill Development Corporation (NSDC) and NSDC International Limited (NSDCI)

Bid No.: RFP/NSDC/Legal/2026/74

Bid Date: 21-09-2026

This Corrigendum forms an integral part of the Bid Document and shall be read in conjunction with the existing terms and conditions of the RFP. The following additions/clarifications are issued:

Sl. No.	Page Number	Clause number / Reference	Existing clause	To be read as
1	23	<u>Form 4: Financial Proposal Submission Form</u>	The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals. Please note that this needs to be submitted along with the technical proposal but as a separate document.	The Bidder is required to submit their financial proposal in the table mentioned below but not with the technical proposals. Please note that this needs to be submitted along with the technical proposal but as a separate document.

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			Sl	Scope Description	Cost (Excluding Taxes)	GST (%)	Total Cost of Project (Including Taxes)	Sl	Scope Description	Cost (Excluding Taxes)
			1	Total Lump-Sum Cost for Complete Engagement				1	Total Lump-Sum Cost for Complete Engagement	
			Total cost of Project inclusive taxes in words:					* Applicable taxes, if any, shall be charged extra and paid over and above the quoted price. Total cost of Project excluding taxes in words:		



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			a. The Financial Break-up to be furnished as above should be mapped in accordance with the rates quoted on NSDC E-proc portal Note: All Out-of-Pocket (OOP) expenses, including accommodation, travel, and related costs, shall be borne entirely by the bidder and must be included in the quoted price. NSDC will not cover any additional costs beyond the final quoted amount	b. The Financial Break-up to be furnished as above should be mapped in accordance with the rates quoted on NSDC E-proc portal Note: All Out-of-Pocket (OOP) expenses, including accommodation, travel, and related costs, shall be borne entirely by the bidder and must be included in the quoted price. NSDC will not cover any additional costs beyond the final quoted amount

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Sl. No.	Page Number	Clause number / Reference	Existing clause	To be read as
2	27-29	<u>SECTION VI: TERMS OF REFERENCE</u> <u>(Point - 3)</u>	3. Scope of Work The list of agreements and templates identified for NSDC and NSDCI is only indicative and is intended to provide an overview of the expected scope of work. Upon empanelment and selection, the successful bidder shall be required to undertake review, standardization, updating and/or drafting of such additional agreements, documents, templates, notices and legal instruments as may be assigned by NSDC during the term of the engagement. A. National Skill Development Corporation (NSDC) The scope for NSDC shall include review, standardization and/or drafting of the following documents: I. Service Agreements II. Trademark License Agreements	3. Scope of Work The list of agreements and templates identified for NSDC and NSDCI is mentioned below. Upon empanelment and selection, the successful bidder shall be required to undertake review, standardization, updating and/or drafting of such additional agreements, documents, templates, notices and legal instruments as may be assigned by NSDC during the term of the engagement. A. National Skill Development Corporation (NSDC) The scope for NSDC shall include review, standardization and/or drafting of the following documents: I. Service Agreements

National Skill Development Corporation

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			III. Notices of Dispute IV. Loan Recall Notices V. Invocation of Guarantee Notices VI. Revenue Sharing Agreements VII. Financial/Grant Agreements VIII. Non-Disclosure Agreements (NDAs) IX. CSR Agreements/MoUs X. CSR Service Level Agreements (SLAs) XI. Training Partner Agreements XII. Requests for Proposals (RFPs) (for good and services) XIII. Service Agreements forming part of RFPs XIV. Purchase Orders XV. HR-related documents and templates a) Code of Conduct b) Conflict of Interest c) Appointment Letter	II. Trademark License Agreements III. Notices of Dispute IV. Loan Recall Notices V. Invocation of Guarantee Notices VI. Revenue Sharing Agreements VII. Grant Agreements (FCRA and domestic) VIII. Non-Disclosure Agreements (NDAs)-mutual and unilateral IX. CSR Agreements/MoUs X. CSR Service Level Agreements (SLAs) XI. Training Partner Agreements XII. Requests for Proposals (RFPs) (for good and services) XIII. Service Agreements forming part of RFPs XIV. Purchase Orders

National Skill Development Corporation

Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023

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			d) Full Term Consultant Contract e) Short Term Consultant Contract f) Offer Letter to Full Time Employee (FTE) g) Offer Letter to Trainee XVI. SSC Grant Agreements XVII. Non-Funded Agreements XVIII. Loan Agreements and other Facility Agreements XIX. Agreements with Ministries (Financial and Non-Financial) XX. Agreements under Centre for future skills model (bipartite and tripartite) B. NSDC International Limited (NSDCI) The scope for NSDCI shall include review, standardization and/or drafting of the following agreements:	XV. HR-related documents and templates a) Code of Conduct b) Conflict of Interest c) Full Term Consultant /Advisor Contract d) Short Term Consultant/ Advisor Contract e) Offer and appointment Letter to Full-Time Employee (FTE) f) Joining and confirmation Letter to FTE g) Contract Letter to Trainee/ Intern XVI. SSC Grant Agreements XVII. Non-Funded Agreements XVIII. Loan Agreements and other Facility Agreements XIX. Agreements with Ministries (Financial and Non-Financial)

National Skill Development Corporation

Kaushal Bhawan, 5th-6th Floors New Moti Bagh, New Delhi – 110023

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Sl. No.	Page Number	Clause number / Reference	Existing clause	To be read as
			I. Employer Agreements, where employers engage NSDCI and make payments for training, recruitment and/or placement-related services II. Agreements with service providers engaged by NSDCI III. Agreements with Recruitment Agencies (Financial and Non-Financial) IV. Non-Financial MoUs V. Agreements with NBFCs/Banks for facilitating Skill Loan facilities for candidates VI. Non-Disclosure Agreements (Unilateral and Mutual) VII. Revenue Sharing Agreements VIII. Letters of Intent (LOIs) IX. HR-related documents and templates a) Code of Conduct b) Conflict of Interest	XX. Agreements under Centre for future skills model (bipartite and tripartite) B. NSDC International Limited (NSDCI) The scope for NSDCI shall include review, standardization and/or drafting of the following agreements: I. Employer Agreements, where employers engage NSDCI and make payments for training, recruitment and/or placement-related services (countries to be covered-GCC, Germany, Japan) II. Agreements with Recruitment Agencies (Financial and Non-Financial)

National Skill Development Corporation

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Sl. No.	Page Number	Clause number / Reference	Existing clause	To be read as
			c) Appointment Letter d) Full Term Consultant Contract e) Short Term Consultant Contract f) Offer Letter to FTE g) Offer Letter to Trainee X. Agreements with State Governments and Ministries (Financial and Non-Financial) Note: Indicative Countries/Jurisdictions i. Japan ii. Mauritius iii. Australia iv. Germany v. Slovakia vi. Austria vii. Finland viii. Italy	III. Agreements with NBFCs/Banks for facilitating Skill Loan facilities for candidates

National Skill Development Corporation

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Sl. No.	Page Number	Clause number / Reference	Existing clause	To be read as
			ix. Belgium x. GCC countries xi. United States xii. African countries xiii. Israel	



National Skill Development Corporation

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Clarification to Queries

S. No	RFP Section/Clause and Page No.	Query/Clarification Requested	NSDC Response
1	—	1. What is the Term of Reference Declaration? No format of Term of Reference Declaration has been provided. It is requested that such a Declaration format may kindly be provided. 2. IS GST registration compulsory? Since for lawyers/ law firms, GST is paid by the service recipient on reverse charge mechanism, can the Total Lump Sum Cost for the Complete Engagement be quoted without including GST and the applicable rate of GST be directly defrayed by the service recipient, i.e. NSDC.	1. Engagement letter will be signed with the selected bidder , therefore declaration pertaining to adherence of terms of reference is not required 2. Revised Financial Format as mentioned above



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2	Approach & Methodology – Implementation Timeline	The RFP requires the bidder to submit a 7–10 slide presentation covering, inter alia, the Project Implementation Plan, Timelines and Deliverable Roadmap. In this regard, kindly clarify whether the timelines to be presented are expected to be: (a) for an individual agreement/document/assignment, i.e. the expected turnaround time for review/redrafting/finalisation of each agreement; or (b) for a batch of documents/assignments, i.e. a collective timeline for a batch comprising approximately 10–15 or more agreements/documents. Kindly clarify the expected basis on which the timeline and deliverable roadmap should be presented.	A comprehensive timeline for the overall project is required, encompassing all phases, including review, standardization, and template revisions, along with the rationale for the revisions made to the existing template. Instead of focusing on a specific agreement, the timeline should depict the end-to-end project activities and key milestones across the entire project lifecycle.
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3	SECTION II: Eligibility Criteria (S.no.3) and Form 3	With respect to Section II, Eligibility Criteria, S. No. 3 and the corresponding Form 3 – Bidder Past Experience Form, we seek clarification on the nature of assignments that may be considered as qualifying experience. Specifically, kindly clarify the following: (a) International / Cross-Border Experience: Can assignments undertaken for Indian private-sector clients, where the underlying work involves international / cross-border agreements or transactions, be considered for demonstrating the bidder's international / cross-border experience under the RFP? (b) Private Client Assignments involving Government / PSU / PPP Entities: Where the bidder has been engaged by an Indian private-sector client for drafting/reviewing/vetting an agreement or other legal documentation involving: • a Central Government entity; • a State Government entity; • a Public Sector Undertaking (PSU); • a public-sector entity; or • a PPP project, will such assignment be considered a qualifying	(a) The client is not required to be a foreign entity. However, the assignment should demonstrably involve international or cross-border agreements, contracts, transactions, or engagements. Such assignments may be considered towards international/cross-border experience. (b) Assignments undertaken for private-sector clients may be considered, provided that the underlying work relates to the entities/projects specified in the eligibility criteria (i.e., Central Government entities, State Government entities, PSUs, public-sector entities, or PPP projects). Assignments undertaken exclusively for private-sector entities, without any involvement of the aforementioned entities/projects, shall not be considered. (c) Acceptable supporting documents may include a work order, engagement letter, contract/agreement, or work completion certificate. The document submitted should clearly specify, atleast, the name of the client
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		assignment for the purposes of Section II, S. No. 3 and the Relevant Experience marks under Section III, provided that the nature and scope of the legal assignment are clearly established? (c) Supporting Documentary Evidence / Client Confirmation: Where the bidder seeks to rely upon such assignments, kindly clarify what form of documentary evidence would be acceptable from the client end. Specifically, whether a: ● Work Order / Engagement Letter; ● Agreement evidencing the assignment; ● Completion Certificate; ● Client Confirmation / Letter; or ● any other specified document would be sufficient, and what minimum particulars should such a document contain to establish the nature, scope and successful completion of the assignment.	and the scope of services rendered. NSDC reserves the right to seek additional documentary evidence for verification, if required.
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S. No	RFP Section/Clause and Page No.	Query/Clarification Requested	NSDC Response
4	Section II – Point 3 and Section III – Point 2	With reference to the requirement that similar assignments be “successfully completed within the last three financial years” (Section II – Point 3 and Section III – Point 2), kindly clarify whether: (i) the date of the engagement letter/work order must fall within FY 2023–24, FY 2024–25 and FY 2025–26; or (ii) it is sufficient that the assignment was completed, or payment received, within this period. Please also clarify whether ongoing assignments, with payments received during this period, would qualify.	The date of the engagement letter/work order shall fall within the last three financial years (FY 2023-24 to FY 2025-26). Completion of the assignment or receipt of payment during this period is not mandatory. Ongoing assignments shall also qualify, subject to submission of the requisite supporting documents.

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S. No	RFP Section/Clause and Page No.	Query/Clarification Requested	NSDC Response
5	Section II – Point 3 and Section III – Point 2	With reference to "similar service (mentioned in TOR)/legal documentation related assignments" (Section II – Point 3 and Section III – Point 2), kindly clarify whether legal opinions, memoranda, transaction documentation, and dispute/settlement advisory work undertaken for Central Government, State Government, PSUs, public sector entities, PPP projects, FCRA or International Agreements would qualify as "legal documentation related assignments".	Legal documentation related assignments shall include advisory services relating to policy formulation, legal opinions, drafting, review, and vetting of contracts, agreements, transactions, and public policy matters. Litigation-related opinions and dispute-resolution/litigation advisory assignments shall not be considered.
6	Section III – Point 2	For the purposes of evaluation under Section III – Point 2, kindly clarify whether separate mandates or matters undertaken for the same client would each be counted as a separate assignment.	Separate assignments undertaken for the same client shall be counted separately, subject to each assignment having a distinct scope of work and being supported by relevant documentary evidence.



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7	Section VI – Point 3	As the list of agreements and templates under the Terms of Reference (Section VI – Point 3) is stated to be indicative, and the successful bidder may be assigned additional documents during the engagement, may we request an indication of the approximate number of templates/documents in scope? Please also clarify whether additional documents assigned beyond the identified scope would be remunerated separately, given that the Financial Proposal is on a lump-sum basis.	Revised TOR attached to this corrigendum

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S. No	RFP Section/Clause and Page No.	Query/Clarification Requested	NSDC Response
8	Form 5 (Check List for Bidders)	Form 5 (Check List for Bidders) requires submission of a "Term of Reference (TOR) Declaration"; however, no format has been prescribed in the RFP. Kindly provide the applicable format, or confirm whether a declaration on the bidder's letterhead accepting the Terms of Reference in Section VI without deviation would be acceptable.	Engagement letter will be signed with the selected bidder , therefore declaration pertaining to adherence of terms of reference is not required