

FORM 9: SCHEDULE OF DEVIATIONS

Bidders are advised to refrain from taking any deviations on this Bidding Document and Bid. Still in case of any deviations, all such deviations from this Bidding Document shall be set out by the Bidders, Clause by Clause in this schedule and submit the same as a part of the Technical Proposal. Unless otherwise specifically mentioned in this schedule, the tender shall be deemed to confirm the Owner's specifications:

S.No	Section	Clause Ref No	Page Ref No	Subject	Bid Requirements	Deviations	Owner's Reply
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1	COC for Lear ning Tech Solu tion. docx	5	8	ARTICLE 5: VARIATI ON	<p>5.1 Owner's right to vary: The Owner shall have the right, at any time during the term of this Agreement, by written notice to the Service Provider to reduce, limit, expand or otherwise vary the Services ("Variation"). Any such Variation shall be binding on the Service Provider and be governed by the terms of this Agreement.</p> <p>5.2 Effect of Variation: On receipt of any request for Variation from the Owner, the Service Provider shall submit a proposal providing details of financial, timing and interface/ co-ordination effects (including copies of price quotations, supply/ service orders etc.) of the proposed Variation on the Services and on a request made by the Owner in this regard will submit such other details and supporting documents as the Owner may require. The Parties will mutually discuss and agree on the effects of the Variation on the Service Fee and the Scheduled Completion Date(s).</p> <p>5.3 Variation binding: The Service Provider would be obliged to effect the Variation, even while the Parties are discussing to reach any agreement regarding the adjustment in Service Fee and timeline. In such cases, the Owner will pay its reasonable estimate of Variation and the disputed payment, if any, would be determined in accordance with Article 21 hereof.</p> <p>5.4 No Variation would be effective unless instructed by the Owner in writing. Further, any correction/re-performance/performance of defective or omitted work or default of the Service Provider or any detailing of the Services which is required to be done in accordance with Good Industry Practice would not constitute a Variation.</p>	<p>a. Would it be acceptable to discuss minimum commitment fees or termination for convenience penalty as all the risk is supposed to be borne by the Service Provider?</p> <p>b. If there are disagreements on the Owner's estimate vs. actual costs, will there be an escalation or expedited resolution process that can be added to the agreement?</p> <p>c. Since the definition of variation is vague, can we agree that any variations beyond the original agreed scope will be treated as Variations?</p>	<p>a. We are open to discussions.</p> <p>b. We prefer resolution over escalation. Having said that, an increase in cost will have to be justified by the vendor and it should then be approved by GMR. Both these are mandatory, failure of any of these points will mean a potential termination of the contract.</p> <p>c. Any and every variations must be discussed and resolved mutually. Anything beyond scope of work will have to discussed and resolved mutually.</p>
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2	COC for Learning Tech Solution. docx	10.6	12	10.6 Performance security	<p>10.6. Performance Security</p> <p>The Service Provider shall furnish to the Owner on or before the commencement date, a performance bank guarantee for an amount equivalent to 10% of the aggregate Service Fee for all Stages (the "Performance Security") from a bank acceptable to the Owner, as a security for due and faithful performance of its obligations under this Agreement, in the format specified in Annexure D. The Performance Security shall be denominated in Indian Rupees. The Performance Security shall be valid till the completion of Services of all Stages under the Agreement. For the avoidance of doubt it is clarified that the commencement date shall not be deemed to be postponed on account of any delay or failure of the Service Provider to provide the Performance Security. In the event, the Scheduled Completion Date gets extended in accordance to Article-11 or gets revised, then the Performance Security shall be extended at least 30 (thirty) days before the expiry of the period of validity thereof, so that it remains in full force and effect throughout the required term as per provisions of this Agreement and the Owner shall be entitled to make a demand under the Performance Security, if the Service Provider fails to extend the validity of the Performance Security as aforesaid and hold the proceeds as security for the Service Provider's outstanding obligations and liabilities under this Agreement.</p>	<p>a. Is this important for all the Service Providers?</p> <p>b. Performance Bank Guarantees are not common in SaaS subscriptions where services are delivered continuously and governed by SLAs. We provide assurance through SLA commitments, service credits, and termination rights. Can we remove the need for Bank Guarantee ?</p>	<p>This is a mandatory requirement for the Service part (Implementation). We can discuss the same during commercial negotiation.</p>
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3	COC for Learning Tech Solution.docx	15.1	17	10.6 Performance security	<p>15.1. Ownership: The Service Provider agree that any deliverable, work product, idea, prototype, design, material, (whether or not patentable, copyrightable or subject to other legal protection), made developed, conceived of, generated or reduced to practice by the Service Provider in the course of or resulting from the performance of the Services under this Agreement (“Work Product”) shall be promptly disclosed and furnished to the Owner. All rights, title and interest in and all Work Product shall exclusively vest with the Owner and shall be deemed to be a work made for hire.</p>	<p>a. Since we deliver lot of our existing frameworks, data and IP to deliver, we will not be able to transfer the rights to Owner. We usually transfer rights to any custom work we deliver to the owner. However, based on the services scope, we will extend perpetual license for internal usage or rights to use the data during the subscription period. Let us know if this would be acceptable to you.</p>	<p>We will discuss the same during commercial discussion.</p>
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4	COC for Learning Tech Solution.docx	8.5	10	8.5. No liabilities and obligations:	The Service Provider shall be fully responsible for the selection of Sub Contractor and shall take the risk of Sub Contractor's insolvency and of any acts, defaults, delays... The Owner shall not be deemed to have any contractual obligation ...	Shifts entire subcontractor risk to Service Provider, Owner has approval but no responsibility. Suggested Neutral/Favorable Wording: Service Provider responsible for own subcontractors, subject to Owner's approval. Risks limited to those directly managed by Service Provider, Owner to share responsibility for any Owner-nominated subcontractors.	-
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5	COC for Lear ning Tech Solu tion. docx	10.5.5	14	10.5.5 Withholdin g of payment	Owner shall have the right to withhold from any payment due to Service Provider ... as the Owner deems necessary or appropriate, on account of....	Unfettered right to withhold payments, including final payment, at Owner's discretion. Suggested Neutral/Favorable Wording: Owner may withhold payment only for undisputed amounts arising from clearly specified failures, with written justification and opportunity for Service Provider to cure.	-
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6	COC for Learning Tech Solution.docx	11	14	11. ARTICLE 11: TIME FOR COMPLETION AND LATE COMPLETION - LIQUIDATED DAMAGES	Late Completion Liquidated Damages... are agreed upon and fixed hereunder by the Parties...are applicable regardless of the actual loss in value or costs...Owner's rights to terminate are in lieu of all remedies and damages for such late completion.	Liquidated damages apply even if no actual loss; termination excessive remedy. Suggested Neutral/Favorable Wording: Liquidated damages capped at actual proven losses, termination only in event of material breach that Service Provider fails to cure after notice.	-
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7	COC for Learning Tech Solution.docx	13.1	16	13.1. Force Majeure Events	In case of Force Majeure... obligations... suspended... Parties shall mutually agree for extension...	<div>Force Majeure procedures vague, relies on Owner's satisfaction for extension.</div> <div>Suggested Neutral/Favorable Wording: Extension due to Force Majeure is automatic provided Service Provider notifies, and shall not require Owner's subjective satisfaction.</div>	-
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8	COC for Lear ning Tech Solu tion. docx	14.3	17	14.3. Protection of Owner's Interest:	In event of termination... Service Provider must take all reasonable measures to protect interests of the Owner...provide all assistance in effecting a transfer...delivery to Owner all reports, drafts...prepared up-to that date in the native format...	Unilateral burden for transition, no payment terms during transition, "native format" vague. Suggested Neutral/Favorable Wording: Transition assistance by Service Provider is subject to reasonable efforts and compensation for additional work performed during transition.	-
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9	COC for Learning Tech Solution. docx	17.1	19	17.1. Indemnity	Service Provider shall indemnify and hold harmless the Owner...against all claims, damages, losses, expenses...	<p>Broad, unlimited indemnity, covers all claims including those not entirely caused by Service Provider.</p> <p>Suggested Neutral/Favorable Wording: Indemnity limited to losses arising from proven negligence or willful breach by Service Provider.</p>	-
10	COC for Learning Tech Solution. docx	19.2	21	19.2. Personal Data	The Service Provider, without prior written permission of the Owner, shall not use, collect, or process any Personal Data... other than in strict compliance with applicable law and Owner's policies...	<p>No flexibility, strict compliance with Owner's potentially changing policies.</p> <p>Suggested Neutral/Favorable Wording: Service Provider shall comply with applicable law and reasonable Owner policies, changes to policies must be communicated in advance.</p>	-

11	COC for Learning Tech Solution.docx	21.4	22	21.4. Continuation of Performance	Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations including payment obligations...	Service Provider obligated to continue work even in unresolved dispute, risk of continued investment without guarantee. Suggested Neutral/Favorable Wording: Service Provider's performance obligation during dispute subject to mutually agreed interim arrangements and security of payments.	-
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By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this Bid Document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Bidder:

Signature:

DocuSigned by:

Hemant Arora

Hemant Arora

Director - Finance

Draup Business Solutions Private Limited

07/10/2025

