

CONDITIONS OF CONTRACT

**FOR Implementation of a next generation Learning Management & Experience Platform
(LMXP), Autonomous Skills Engine and Skills Assessment Engine**

BETWEEN

GMR AIRPORTS LIMITED

AS *OWNER*,

AND

Draup Business Solutions Private Limited

AS *SERVICE PROVIDER*

AGREEMENT NO.

SEPTEMBER, 2025

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THIS AGREEMENT (“Agreement”) is executed at New Delhi on the _____ day of [*], 2025 between:

GMR AIRPORTS LIMITED, a company registered under the Companies Act, 1956 and having its registered office at New Delhi, India (hereinafter referred to as the “Owner”, which expression shall, unless repugnant or contrary to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns),

and

Draup Business Solutions Private Limited, a company/entity organized and incorporated under the relevant laws of **Companies Act 2013** having its registered office at **64, BSR Arcade, Koramangala Industrial Layout, Jyothi Niwas College Road, Bangalore, Karnataka - 560095, India** (hereinafter referred to as the “Service Provider”, which expression shall, unless repugnant or contrary to the subject, context or meaning thereof, be deemed to mean and include its successors and assigns).

The Owner and Service Provider are hereinafter collectively referred to as the “Parties” and individually as the “Party”.

WHEREAS,

- I. The Owner intents to appoint a Service Provider for Implementation of a next generation Learning Management & Experience Platform (LMXP), Autonomous Skills Engine and Skills Assessment Engine (“Project”).
- II. Accordingly, the Owner has floated the tender through Request for Proposal No. **GAL/LMS/2025-26/01** on **02/09/2025** (“RFP”) for said Project.
- III. The Service Provider has represented and submitted its bid on **Autonomous Skills Engine**, to the Owner to apprise that the Service Provider has the requisite experience, expertise, resources, and skills for undertaking and performing all the activities required for completion of the Project in accordance with the terms & conditions of this agreement.
- IV. The Owner, therefore based on the representations & discussion with the Service Provider, intends to enter into this Agreement with the Service Provider to **Autonomous Skills Engine** of the Project.
- V. Based on the offer submitted by the Service Provider and relying on the Service Provider's representations and warranties under this Agreement, the Owner wishes to appoint the Service Provider as independent Service Provider to **Autonomous Skills Engine** for the completion of the Project, and the Service Provider has agreed to such an appointment and to undertake the **Autonomous Skills Engine** and such other duties and obligations as are mentioned in this

Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties hereto, the Parties hereby agree as follows:

1. ARTICLE 1: DEFINITIONS

- 1.1 "**Agreement**" shall mean this Agreement entered into between **GMR AIRPORTS LIMITED** and **Draup Business Solutions Private Limited** as the same may be amended or modified from time to time in accordance with the provisions hereof.
- 1.2 "**Applicable Law**" means all laws, treaties, ordinances, rules, regulations, permits and amendments thereto made from time to time and in force and effect, judgments, decrees, injunctions, awards and orders of any court, arbitrator or governmental agency or authority, rules, regulations, orders and interpretations of any governmental, court or statutory or other body having jurisdiction with respect to the Project, performance of the Services, provided however that if at any time the Applicable Laws are less stringent than the standards set forth in the Agreement, the Service Provider shall not be excused from meeting the standards set forth in the Agreement.
- 1.3 "**Change in Tax**" means
- (a) any change in the rates of Taxes including any change in the application or interpretation of any Tax by a competent legislature or any Government Instrumentality in India which is contrary to the accepted legally binding application or interpretation thereof after the date of this Agreement by a competent legislature or a Government Instrumentality;
 - (b) imposition of any new Taxes by the central or state governments as may be delegated and enforced by any statutory authority of such government including VAT/ GST; or
 - (c) abolition or repeal of any Taxes in each case coming into effect after the date of this Agreement. For the purposes of this definition:

"Taxes" shall mean only such tax, duty, impost, fee or levy payable in respect of the performance of all or any of the obligations of the Service Provider under the Agreement and, for the removal of doubt, would exclude taxes, imposts or levies, payable on income or profession by the Service Provider and its employees or agents or for which any of them is obliged to account. In the case of substitution of some existing Taxes with a new Tax, the Change in Tax, as defined herein, shall be considered as the net increase or decrease.

- 1.4 **“Codes & Standards”** means National, International, relevant applicable codes and all notifications/ laws/ guidelines issued by Government of India (GoI)/State Government or their agencies as may be relevant for the Project.
- 1.5 **“Confidential Information”** shall have the meaning ascribed to it in Article 19.
- 1.6 **“Documents”** means any or all design documents, engineering documents, drawings, calculations, computer software (programs), compact discs and tapes (audio and video), samples, patterns, models, construction documents, erection documents, operation and maintenance manuals and other manuals, and all other data and information which are required to be submitted by the Service Provider, as the case may be, and shall include without limitation engineering, design and construction drawings, data sheets, specifications, plans, bills of materials and estimates, etc.
- 1.7 **“End Date”** shall mean [*] months from the Start Date.
- 1.8 **“Force Majeure Events”** shall have the meaning ascribed to it in Article 13.
- 1.9 **“Good Industry Practice”** means the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a skilled and experienced consulting firm or agency applying the norms generally expected of internationally recognized consulting firm or agencies providing engineering services for the design, engineering, implementation, project management and/or operation of Airport facilities of similar size and type as the Project.
- 1.10 **“Government Instrumentality”** means any local, State Government in India or the Government of India or any department, instrumentality or agency thereof or any corporation (to the extent acting in a legislative, judicial or administrative capacity and not as a contracting party with the Owner) or commission under the direct or indirect control of such local or state government or the Government of India or any political subdivision thereof or any court, tribunal or judicial body within India.
- 1.11 **“Insurance Policies”** means the insurance policies that the Service Provider is required to obtain in accordance with the provisions of Article 18.
- 1.12 **“Intellectual Property Rights”** means any patent, copyright, trademark, trade name, design, trade secret, catalogue, electronic database, know how or other form of intellectual property right whether arising before or after the execution of this Agreement and the right to registration of these rights.
- 1.13 **“Late Completion Liquidated Damages”** shall have the meaning ascribed to it in Article 11.5.
- 1.14 **“Law”** shall mean the Constitution of India and any act, rule, regulation, directive, notification, order, or instruction (as the same may be amended or re-enacted from time to time) having the force of law enacted or issued by any competent legislature or regulator.
- 1.15 **“Notice to Proceed”** shall mean the notice issued by the Owner for commencement of

Services in accordance with Article 4.

- 1.16 “**Owner**” shall have the meaning as ascribed to such term in the recitals hereof.
- 1.17 “**Owner Representative**” shall mean a representative nominated by the Owner under this Agreement in accordance with the provisions of Article 12.2.
- 1.18 “**Parties**” means collectively the Owner and the Service Provider and “Party” shall individually mean the Owner and the Service Provider;
- 1.19 “**Payment Schedule**” shall mean the schedule of payment of Service Fee as provided in Annexure B.
- 1.20 “**Performance Security**” shall have the meaning ascribed to it in Article 10.6
- 1.21 “**Project**” shall have the meaning as ascribed to it in clause [*]
- 1.22 “**Project Plan**” shall have the meaning as specified in Article 6.1.
- 1.23 **Project Site**” means [*]
- 1.24 “**Project Team**” means the organization structure and Service Provider personnel for such structure finalized for performance of the Services in accordance with Article 7 of this Agreement.
- 1.25 “**Scope of Services** ” means the services to be provided by the Service Provider as specified in Annexure A hereto.
- 1.26 “**Services**” means all activities and services to be performed by the Service Provider in accordance with this Agreement including the performance of the Services and all other services and the provision of personnel for such services, necessary or appropriate in accordance with the Services.
- 1.27 “**Service Fee**” means the consideration payable by the Owner to the Service Provider for the performance of the Scope in accordance with the provisions of this Agreement and as stipulated in this Annexure B.
- 1.28 “**Service Provider**” shall have the meaning ascribed to such term in the recitals hereof.
- 1.29 “**Service Provider Representative**” shall mean the representative appointed by the Service Provider to act as the representative of the Service Provider for the purposes of this Agreement and notified in writing to the Owner.
- 1.30 “**Stage**” shall mean specific parts of the Services identified in Annexure A.
- 1.31 “**Start Date**” as defined under Article 4 in this Agreement.
- 1.32 “**Sub-Contractor**” means any person (other than the Service Provider or the Owner) to whom the Service Provider has subcontracted any part of the Services or with whom the

Service Provider has entered into any contract for the supply of services or materials in connection with the Services, including any such person's legal successors in title or permitted assignees.

- 1.33 “**Variation**” shall have the meaning as ascribed to it in Article 5.
- 1.34 “**Work Product**” shall have a meaning assigned to it in Article 15.1.

ARTICLE 2: INTERPRETATION

- 2.1 References to a particular Article, paragraph, sub-paragraph, Schedule or Attachment shall, except where the context otherwise requires, be a reference to that Article, paragraph, sub-paragraph, Schedule or Attachment in or to this Agreement;

The headings are inserted for convenience and are to be ignored for the purposes of construction of this Agreement;

- 1.2 Reference to a "person" shall be construed as a reference to any person, firm, company, corporation, society, trust, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the above and a person shall be construed as including a reference to its successors, permitted transferees and permitted assigns in accordance with their respective interests;
- 1.3 Law shall be construed as a reference to such Law including its amendments or reenactments from time to time.
- 1.4 References in the singular shall include references in the plural and vice versa;
- 1.5 A reference to a "day" means a calendar day;
- 1.6 The words "include" and "including" are to be construed without limitation

ARTICLE 3: SCOPE OF SERVICES

- 3.1 The Service Provider is required to implement a next generation Learning Management & Experience Platform (LMXP), Autonomous Skills Engine and Skills Assessment Engine as described and detailed in **Annexure A** hereto.
- 3.2 The delivery of the Services shall be made through online/offline means in the manner agreed between the Parties in writing. The Owner will designate a representative for coordination who shall be the official interface between the Service Provider and the Owner.
- 3.3 The Owner may as agreed in writing with the Service Provider via a change request form, request for a change in agreed timelines for the Services. Service Provider shall discuss any implications to the change request with the Owner..
- 3.4 The language of the communication pursuant to this Agreement and provision of Services

and Products shall be English..

4. ARTICLE 4: COMMENCEMENT OF SERVICES

The Service Provider shall commence work of the Scope as under after receipt of written notice to proceed:

The dates as above shall be referred as the Commencement Date(s) for performance of each Stage of Scope.

- a) **Completion Schedule – (To be mutually discussed between Owner and Service Provider)**

5. ARTICLE 5: VARIATION

- 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.
- 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).
- 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.
- 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.

5.5 Change in Tax

- 5.5.1 If and to the extent that any Change in Tax requires a modification to the Services or the Service Fee, the Service Provider shall notify the Owner as soon as it becomes aware of any such Change in Law and shall provide the Owner with such further

information and assistance as the Owner may reasonably request in order to enable the Parties to comply with their obligations under the Agreement.

- 5.5.2 If the Change in Tax results in any increase or decrease in the cost to the Service Provider for performance of the Services, then the Service Fee shall be adjusted to take account of such increase or decrease in the cost to the Service Provider in performance of its obligations under the Agreement. However, these adjustments shall be considered on the direct transactions between the Owner and the Service Provider and shall not be applicable on the transactions between the Service Provider and the sub-Service Provider/consultant

6. ARTICLE 6: PROJECT DESIGN & DETAILED ENGINEERING

- 6.1. **Project Plan:** The Project Plan to be submitted by Service Provider as **Annexure - E**.
- 6.2. **Adherence to Project Plan:** The Service Provider must commence and proceed to carry out the Services in accordance with timelines stipulated in the Project Plan, with due diligence and expedition. The Service Provider shall submit a milestone chart for completion of the different activities of the Services. The Parties may agree in writing to amend the Project Plan from time to time.
- 6.3. **Progress reporting:** The Service Provider shall submit progress reports on a weekly basis which shall clearly and in detail describe the progress in the performance of the Services. The reports would be submitted in a format to be agreed to by the Owner and would include an updated Project Plan showing the actual progress against budgeted progress as also remedial measures for deviations or delays in the performance of the Services, if any.

7. ARTICLE 7 PROJECT TEAM

- 7.1. **Competency:** The Services should be performed only by competent and professional Person (s) with qualifications and experience appropriate to the tasks they are engaged to perform. Prior to the commencement of Services, the credentials of the Project Team shall be submitted by the Service Provider to the Owner for review and approval. The Service Provider agrees that notwithstanding approval of the Owner, the Service Provider is solely responsible and liable for not engaging competent and professional person (s) with appropriate qualification and experience to perform the Services.
- 7.2. **Project team structure:** The Service Provider's Project Team structure is as per **Annexure-C** hereto.
- 7.3. **Change:** The Service Provider agrees not to carry out any change in the Project Team without prior approval of the Owner in writing on the credentials of the new Project Team. The Service Provider shall not change any member of the Project Team without the prior written approval of the Owner. The Owner reserves the right to suggest changes to the Project Team members and/or their functions. The number of specialists can be increased for pre-agreed and defined periods as warranted during the construction of the Project and thereafter in consultation with and written advance approval of the Owner.

- 7.4. The site team of the Service Provider shall be mobilized at site, prior to the commencement of construction of any of the permanent works or when requested by the Owner, whichever is earlier.
- 7.5. If the Owner found any of the consultant's team member is non performing or not meeting the expectation, Owner shall intimate such nonperformance to the consultant. Service Provider shall take due measures on such indications to arrange an alternative & duly replace such team member with another competent team member approved by the Owner within a finite time limit of 7 days from the date of written notice.

8. ARTICLE 8: SUBCONTRACTING

The Owner clearly expects the Service Provider to provide its own resources for performing the Services required under this Agreement and the Owner generally discourages the subcontracting of the Services awarded to the Service Provider under this Agreement. However, in the event of the necessity of the subcontracting, the express written prior permission of the Owner shall be obtained by the Service Provider and the following conditions shall be applicable in such a case:

- 8.1. **Prior Approval:** The Service Provider shall not subcontract the whole or any significant part of the Services. Subject to the foregoing, employment of any Sub Contractor to perform any part of the Services shall be only with the Owner's prior written approval on the part of the Services to be sub-contracted and the Sub Contractor to be employed.
- 8.2. **Information:** The Service Provider shall provide to the Owner such information concerning the Sub Contractor(s) as the Owner may from time to time reasonably request, including a copy of the un-priced work order/engagement letter issued to the Sub Contractor(s), if the Owner so requires.
- 8.3. **Supervision:** The Service Provider shall supervise and direct the work of all Sub Contractor and shall be responsible for performance of all the works and Services including methods, techniques, sequences and procedures of, and for coordinating the work of the Sub Contractors.
- 8.4. **Payment responsibility:** The Service Provider shall be solely responsible for paying each Sub Contractor and any other person to whom any amount is due from Service Provider for subcontracting any of the Services. The Service Provider shall take all reasonable steps and actions to ensure that each Sub Contractor performs the services in accordance with its subcontract. If the responsibility of such payments is transferred to the Owner by operation of law or otherwise, the Owner shall have the right, upon notice to the Service Provider, to adjust all such payments against the dues to the Service Provider.
- 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, neglects or failure by any Sub Contractor to perform its obligations in relation to the Services. The review by, and approval and consent of, the Owner as to engaging the Sub Contractor or as to the Service Provider entering into any subcontract with any Sub Contractor shall not relieve the Service Provider of any of its duties, liabilities or obligations under this Agreement, and the Service Provider shall be liable hereunder to the same extent as if any such subcontract had not been entered into. The Owner shall not be deemed to have any contractual obligation or liability to, or relationship with, any Sub Contractor or any tier of Sub Contractor of such Sub Contractor.

9. ARTICLE 9: STANDARDS OF SERVICE

Without limiting any other provision of this Agreement, the Service Provider shall perform the Services hereunder in accordance with this Agreement (including the Scope), Good Industry Practice, all Applicable Laws and Codes & Standards.

10. ARTICLE 10: SERVICE FEE AND PAYMENT TERMS

10.1. Service Fee:

10.1.1 As full and complete consideration for performance of Service, the Owner shall pay to the Service Provider, the Service Fee as tabulated in **Annexure B**.

10.1.2 The Service Fee shall be firm and fixed, subject only to adjustment with the express terms of the Agreement.

10.2. Adjustment to the Service Fee: Any adjustment to the Service Fee shall be admissible only in the following cases:

10.2.1 Any Variation pursuant to Article 5.1;

10.2.2 For any Change in Tax pursuant to Article 5.5;

10.2.3 For any delay in issue of Notice to Proceed by Owner for commencement of the Services

10.3. Reimbursements:

The fees and charges set out in Annexure B, includes all of the Service Provider overhead and internal costs associated with the Service Provider's performance of the Services.

Unless otherwise specifically agreed in advance in writing by the Owner, the Owner will not pay for (a) overhead costs (e.g., in-house photocopying, overtime, administrative or clerical services, including secretarial, docket, word processing, accounting, library or other clerical staff time), time charges for preparation of invoices, seminars or special

publications; or (b) mark-ups on third party disbursements.

Where the Owner specifically authorizes the Service Provider to undertake additional travel for the provisions of the Services other than that stipulated in Annexure A hereto, the Owner shall either arrange or reimburse expenses towards travel (including accommodation, transportation and office facilities), which must be reasonable and prudent and shall be based on travel plan duly approved by the Owner. Bills for reimbursement shall be submitted on a monthly basis, with all supporting documents.

10.4. Taxes

- 10.4.1 The Service Fee is inclusive of all Taxes. The Service Provider shall administer, pay and bear all Taxes as may be applicable on in respect of or arising out of, the performance of all or any of the obligations under the Agreement, subject to Change in Tax as provided in Article 5 except the Goods & Service Tax (GST) as applicable. GST shall be borne by the Owner at actuals. Non-payment of GST on timely basis will lead of retention of GST component along with interest.
- 10.4.2 The Service Provider shall furnish to the appropriate taxing authorities all required information and reports in connection with such Taxes and, if reasonably requested by the Owner, promptly furnish copies of all such information and reports to the Owner.
- 10.4.3 In the event that the Owner receives notification or assessment of any Taxes (whether as an agent, or in substitution of the Service Provider, its Sub Contractor or their servants, agents or otherwise) in respect of the performance or arising out of the performance of its obligations by the Service Provider under this Agreement, the Owner shall forthwith notify the Service Provider upon which the Service Provider shall take prompt and all necessary action for settlement and/or any other lawful disposal of such notification or assessment.
- 10.4.4 The Service Provider shall pay forthwith on demand to the Owner all costs including fines and penalties, which the Owner may incur as a result of:
 - a. the Owner having been required by any Government to pay any of the Taxes which the Service Provider is obligated to bear hereunder; or
 - b. any cost actually sustained by the Owner for failure by the Service Provider to pay any Taxes levied on it and for which it is responsible under this Agreement.
- 10.4.5 The Owner shall deduct all Taxes required to be deducted at source from any payment due to the Service Provider under the Agreement. The amount of such deduction shall be in accordance with Applicable Laws. The Service Provider shall be paid only the net amount after deduction of such deduction of Tax at source. The Owner shall give necessary certificates(s) for deduction of Tax at source to the Service Provider. Such deduction of Tax by the Owner shall have no effect on the Service Fee and the Service Fee shall not be liable to increase because of such deduction of Tax. No Tax shall be

deducted at source if a Tax exemption certificate (that is in full force and effect) from the relevant Government to the satisfaction of the Owner is provided by the Service Provider to the Owner.

10.4.6 Withholding Tax: The Owner may withhold from sums due to the Service Provider under the Contract any Taxes or amounts required by Applicable Laws to be withheld from the Service Provider and deposit the same with the appropriate taxing authorities, and the Owner shall provide the Service Provider with all receipts evidencing payment to such authorities of the taxes or amounts withheld. The Service Provider shall be paid only the net amount after deduction of such Tax at source. Any such withholding of Tax by the Owner shall have no effect on the Contract Price and the Contract Price shall not be liable to increase because of any withholding of Tax. Tax shall be withheld at a lower rate if a lower Tax deduction certificate (that is in full force and effect) is obtained from the relevant Government Instrumentality by the Service Provider and provided to the Owner prior to the time of crediting payments to the Service Provider.

10.5. Terms of Payment

10.5.1. The Service Fee shall be paid to the Service Provider in accordance with the Service Fee Payment Schedule provided in **Annexure B** hereto and the other provisions of this Agreement.

10.5.2. Progress Payment: Applications for progress payments and reimbursements shall be in the form of an invoice (submitted in 4 copies) accompanied by the following evidence of the work done:

- a. if not previously submitted, the progress report for the immediately preceding period (month/ fortnight) as required under Article 6
- b. evidence of achievement of the payment milestone as identified in Payment Schedule provided in Annexure B, duly acknowledged by the Owner's Representative;
- c. in case of reimbursements, the supporting documents including evidence of payment by the Service Provider.

10.5.3. Final Payment: Final payment for all the Stages shall be made as detailed in **Annexure B**.

10.5.4. Time for Payment: Payments for all invoices submitted by the Service Provider in accordance with the provisions of this Agreement, will be made by the Owner within thirty [30] days from the date of receipt & acceptance of invoices upon due verification in terms of this Agreement along with supporting documents. In case the Owner reasonably disputes the amount payable under any invoice, the Owner shall pay such amount as is undisputed and notify the Service Provider of the amount in dispute and the reasons therefore. As regards the disputed amount, the same shall be payable on final resolution of dispute together with Delayed Payment Interest.

10.5.5. Withholding of payment: Notwithstanding anything to the contrary contained in this Agreement, the Owner shall have the right to withhold from any payment due to Service Provider, including the final payment, such amounts as the Owner deems necessary or appropriate, on account of any one or more of the following reasons:

- a. rectification/ re-performance or remedying of any defective/ deficient Service
- b. the Service Provider's failure to deliver / maintain the Performance Security;
- c. any requirement in accordance with Applicable Laws to withhold any Taxes to be deducted at source from the payments to be made to the Service Provider in respect of the Services or any part thereof; and
- d. any Late Completion Liquidated Damages payable as per the terms of this Agreement.

10.6. Performance Security

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.

11. ARTICLE 11: TIME FOR COMPLETION AND LATE COMPLETION - LIQUIDATED DAMAGES

11.1. Scheduled Completion Date: The Service Provider shall complete the Services as per provisions of Annexure E.

11.2. Extension of Scheduled Completion Date: The Scheduled Completion Date shall be extended, provided the Service Provider demonstrates to the satisfaction of the Owner that the time required for completion of Scope of any Stage was delayed by reason of any of the following causes:

DocuSigned by:

Hemant Arora

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- i. a Variation instructed by the Owner pursuant to Article 5;
 - ii. a Force Majeure event the effect of which is 72 hours or more in duration;
 - iii. Default by the Owner of any of the obligations under Article 12;
 - iv. Change in Law.
- 11.3. **Intimation by Service Provider:** The Service Provider shall within seven (7) days of learning of any cause of delay specified in Article 11.2 above, intimate the Owner of the same with details relevant to such cause, extent and the contemplated delay upon the Scheduled Completion Date, and its plans to overcome or minimize the delay.
- 11.4. **Determination by Owner:** The Owner shall proceed to agree or determine either prospectively or retrospectively such extension of time. While making such determination, the Owner shall be entitled to take into account all the circumstances known to him at that time, including the effect and impact of any prior extensions, the effect of any Variation and the Service Provider's compliance with the requirement of this Article 11.
- 11.5. **Late Completion Liquidated Damages:** If the performance of any Stage of the Services is not completed by the Scheduled Completion Date (as such other date as may be extended pursuant to the express terms of the Agreement), subject to the limitations set forth in this Article 11, the Service Provider shall pay to the Owner, as liquidated damages and not as a penalty [1] % of the Service Fee for each week (and pro rata for part thereof) for the Stage of Scope which is delayed beyond the Scheduled Completion Date (the "**Late Completion Liquidated Damages**"), subject to an overall limit for each Stage of [10] % of the Service Fee for the Stage of Scope which is delayed.
- 11.6. **Reasonable Liquidated Damages:** The Owner and the Service Provider hereby acknowledge and agree that the terms, conditions and amounts fixed pursuant to this Article 11 for Late Completion Liquidated Damages are reasonable. The amounts of these liquidated damages are agreed upon and fixed hereunder by the Parties because of the difficulty of ascertaining on the date hereof the exact amount of loss that will be actually incurred by the Owner in such event, and the Parties hereby agree that the liquidated damages amounts specified herein are a genuine estimate as of the date hereof of damages likely to be incurred by the Owner and shall be applicable regardless of the actual loss in value or costs incurred by the Owner and the Owner's rights to terminate this Agreement pursuant to Article 14 shall be in lieu of all remedies and damages for such late completion.

12. ARTICLE 12: OWNER'S OBLIGATIONS

- 12.1. **Payment:** The Owner shall make timely payments to the Service Provider of all amounts due and payable to the Service Provider under this Agreement in accordance with the terms of this Agreement.
- 12.2. **Representative:** The Owner shall designate a representative (the "Owner Representative") who shall have authority and responsibility to act on behalf of the Owner and agree upon procedures for coordinating the Owner's obligations with those of the Service Provider. The Owner Representative shall have full authority to act on behalf of the Owner for all purposes in connection with the Agreement and shall be the Service Provider's primary point of contact with the Owner in relation to the performance of the Services under the Agreement. However, the Owner Representative shall have no authority to (a) amend, alter, modify or waive any provision or term of this Agreement, or (b) relieve the Service Provider of any of his duties, obligations or responsibilities under the Agreement or waive any failure on the part of the Service Provider.
- 12.3. **Site Access, Permits and Way Leaves:** The Owner shall arrange for the Service Provider access to Project Site as may be required by the Service Provider for the performance of the Services and shall obtain and maintain in effect any rights of ways, licenses and leaves relating to the Project Site.

13. ARTICLE 13: FORCE MAJEURE

- 13.1. **Force Majeure Events:** For the purposes of this Agreement, "Force Majeure" means any act, event or circumstances, or combination of acts, events or circumstances, which materially and adversely affects the affected Party's performance of its obligations pursuant to the terms of this Agreement, but only if and to the extent that such acts, events or circumstances are not within the affected Party's reasonable control, were not the fault of the affected Party were not reasonably foreseen and could not have been prevented or overcome or mitigated by the affected Party through the exercise of reasonable skill or care. Force Majeure events will include the following events or circumstances to the extent they or their consequences satisfy the foregoing requirements: Acts of God, fire, flood, strikes, sabotage acts of the public enemy, insurrection, widespread strikes, riots, acts of terrorism, court orders, injunctions, acts of any nation, acts or omissions of regulatory bodies, unusually severe weather conditions, or any other event analogous to the foregoing.
- 13.2. **Consequence of Force Majeure:** In case of Force Majeure Events, which prevent either Party from meeting its obligations under this Agreement as far as such Party is affected by Force Majeure Events that Party's obligations under this Agreement shall be suspended for as long as the impossibility of performance due to the effect of Force Majeure Events continues provided that the other Party is notified within seven (7) days of the occurrence of the Force Majeure Event. Further, in case the Service Provider is the affected Party, the Parties shall mutually agree for extension of the Scheduled Completion Date.

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14. ARTICLE 14: TERMINATION

14.1. Owner's right of termination

- 14.1.1 **Termination for Service Provider Default:** In case the Service Provider is in material breach of its obligations under this Agreement, which breach is not cured within ten (10) days of receipt of a written notice issued by the Owner in this regard, the Owner will have the right to terminate this Agreement with a further notice of fifteen (15) days. In case of termination of this Agreement for the Service Provider's default, the Owner at its sole discretion may complete the Services itself or by employing such any third party at the cost and risk of the Service Provider.
- 14.1.2 **Termination at Owner's convenience:** The Owner may terminate the Service Provider's engagement by written notice at any time without assigning any reason whatsoever. However, written notice of not less than thirty (30) days shall be provided by the Owner. If this Agreement is terminated by the Owner as per this Article, the Service Provider shall be entitled for payment of its Services duly performed up-to the date of termination of this Agreement as also any unavoidable and demonstrable and reasonable costs for cancellation of any subcontract which it may have issued in accordance with the provisions of Article 8.

14.2. Service Provider's right of termination:

Termination for Owner's Default: In the event that the Owner fails to pay any amount due to the Service Provider in accordance with the provisions of this Agreement and fails to remedy such failure within thirty (30) days after receipt of written notice from the Service Provider, the Service Provider shall reserve the right to suspend this Agreement until the Owner makes the payment of the undisputed portion of the amount due to the Service Provider as stated in the notice received from the Service Provider. Nevertheless, the Service Provider shall receive such portion of the Service Fee, which corresponds to the portion of Services performed by the Service Provider up-to the date of suspension. If the Owner does not settle the amounts due within 60 days after the date of suspension, the Service Provider may terminate this Agreement by a further written notice of thirty (30) days. In case of termination of this Agreement in accordance with the provisions of this Article, the Service Provider's eligibility for receiving payments would be same as that stipulated in Article 14.1.2 hereof.

- 14.3. **Protection of Owner's Interest:** In the event of termination of this Agreement, the Service Provider must take all reasonable measures to protect interests of the Owner and Project. The Service Provider shall provide all assistance in effecting a transfer of responsibilities and substitution of the Service Provider by a third party as may be directed by the Owner including forwarding of the Service Provider's entire file and delivery to the Owner all reports, drafts and other documents prepared up-to that date in the native format.

15. ARTICLE 15: INTELLECTUAL PROPERTY RIGHTS

- 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.
- 15.2. **Excluded Rights:** The Owner does not own any Intellectual Property Rights in the Service Provider's methodologies or other proprietary information in existence at or prior to the date of this Agreement; or copyright in existing publications or other work produced by or on behalf of the Service Provider prior to providing the Services.
- 15.3. **License:** If this Agreement is terminated prior to the completion of the Services, the Service Provider shall license to the Owner free of charge the Intellectual Property Rights in the prior existing work referred to in Article 15.2, if the Owner requires that prior existing work for the purpose of completing the Services.
- 15.4. **Infringement:** The Service Provider must ensure that in performing the Services, it does not infringe the Intellectual Property Rights of any person.
- 15.5. **Indemnity:** The Service Provider must keep the Owner indemnified against all costs expenses and liabilities whatsoever arising out of or in connection with any substantiated claim that the performance of the Services by the Service Provider infringes the Intellectual Property Rights of any person
- 15.6. **Publication:** If the Service Provider wishes to submit any of the work produced by it under this Agreement for publication in journals, exhibitions or entry for awards, the Service Provider must first obtain the Owner's prior express written consent in this regard.

16. ARTICLE 16: DOCUMENTS

- 16.1. **Ownership:** The Owner shall own all the Documents prepared by the Service Provider or the Service Provider's team arising out of or in connection with this Agreement.
- 16.2. **Delivery:** Upon the written request of the Owner, the Service Provider shall deliver to the Owner all Documents provided by, or on behalf of, or originating from the Owner and all Documents produced by the Service Provider in the course of performing the Services. Notwithstanding the foregoing provisions of this Article, the Service Provider may retain one copy of Documents, subject to the requirements of Article 16. However, in case of termination/expiration of this Agreement, the Service Provider shall automatically return all such documents in entirety within seven (7) days from

the date of such termination/ expiration and certify in writing that all Documents have been returned to the Owner in accordance with the terms hereof.

- 16.3. The Service Provider shall furnish to the Owner the drawings, specifications, schedules prepared by them as specified in Annexure A.

17. ARTICLE 17: LIABILITY & INDEMNITY

- 17.1. **Indemnity:** The Service Provider shall indemnify and hold harmless the Owner, the Owner's personnel and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of:

- 1) bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the design, supervision and performance of the Services and remedying of any defects, and
- 2) damage to or loss of any property, real or personal, to the extent such damage or loss:
 - a. arises out of or in the course of or by reason of the design, supervision and performance of the Services and remedying of any defects, and
 - b. is attributable to any negligence, wilful act or breach of the Agreement by the Service Provider, the Service Provider's personnel, their respective agents, or anyone directly or indirectly employed by any of them

The Owner shall indemnify and hold harmless the Service Provider, the Service Provider's personnel, and their respective agents, against and from all claims, damages, losses and expenses (including legal fees and expenses) in respect of bodily injury, sickness, disease or death, which is attributable to any negligence, willful act or breach of the Contract by the Owner, the Owner's personnel, or any of their respective agents.

- 17.2. **Contribution:** The obligation of the indemnifying party under this Article shall be reduced to the extent that any act or omission of the indemnified party contributed to such loss or liability.

18. ARTICLE 18: INSURANCE

- 18.1. **Policies:** The Service Provider must maintain in force during the term of the Agreement, public liability insurance, professional indemnity insurance (which must be in the name of the Service Provider) as also other insurances that are required as per Applicable Laws for the performance of the Services (the "**Insurance Policies**"). Insurance Policies should start from the commencement date for Stage 1 of the Services and shall remain effective till completion of Services under this Agreement.

- 18.2. **Notation of Interest:** The Service Provider must ensure that the public liability Insurance Policy notes the interests of the Owner as principal and all the Insurance Policies obtained by the Service Provider shall name the Owner as a loss payee.
- 18.3. **Certificates:** The Service Provider shall provide the Owner copies of Insurance Policies and certificates of currency issued by its insurance broker(s) for the Insurance Policies.
- 18.4. **Disclaimer:** The Owner in specifying levels of insurance in this Agreement accepts no liability for the completeness of their listing, the adequacy of the sum insured, limit of liability, scope of coverage, conditions or exclusions of those insurances in respect to how they may or may not respond to any loss, damage or liability.

19. ARTICLE 19: CONFIDENTIALITY

- 19.1. **Service Provider Obligation:** The Service Provider must treat any and all information about the Owner, this Agreement or the Service Provider's engagement, or concerning the Project including without limitation business plans, corporate strategies, trade secrets, operations, records, costs, investments, finances, assets, affairs, technology, or any other such information, whether in soft, oral, written or physical form, and whether specifically identified as confidential or not (the "**Confidential Information**"), in strict confidence and limit and protect its use as appropriate. The Service Provider shall not use the Confidential Information for any purpose other than the performance of its obligations under this Agreement. The Service Provider may disclose the information when it would otherwise be confidential (a) with the Owner's prior approval in writing, (b) if required by Applicable Laws, court order or pursuant to any stock exchange listing rules to which the Service Provider are subject, (c) to the Service Provider's professional advisers or auditors or to the Service Provider's banks or other financial institutions on the condition that they agree in writing to keep the same confidential in the same manner as herein envisaged, or (d) to enforce any legal rights arising from the Service Provider's engagement based on this Agreement.

The Service Provider may disclose Confidential Information only to its employees, directors, partners, or sub- Service Provider (collectively "**Representatives**"), who need to know such information for the sole purpose of performance of the Services under this Agreement, provided that prior to such disclosure, it inform such Representatives to whom it discloses the Confidential Information, of the confidential nature of the Confidential Information. The Service Provider shall ensure that the Representative agrees in writing prior to such disclosure (pursuant to a letter to the Service Provider confirming such confidential obligations reasonably acceptable to the Owner) to keep the Confidential Information confidential and to be bound by the terms of this Agreement to the same extent as if such Representatives were parties hereto and deemed to be "Receiving Party" hereunder.

Notwithstanding anything to the contrary contained in this Agreement, the Service Provider shall be and shall remain fully liable for (a) the acts or omissions of its

Representatives with respect to Confidential Information, (b) any disclosure of such Confidential Information by its Representatives in violation of the terms of this Agreement or (c) any other breach by its Representatives of the terms and provisions of this Agreement.

19.2. Personal Data

- (a) The Service Provider, without prior written permission of the Owner, shall not use, collect, or process any Personal Data in any other manner, other than in strict compliance with applicable law and Owner's policies
- (b) Any use, retention, processing of Personal Data, expressly authorized under the Contract shall be made to the extent necessary and strictly in line with scope of work and Services.
- (c) The Service Provider shall adopt all security measures and safeguard tools which are required to be adopted under applicable law and/or are deemed reasonable and necessary by the Service Provider to protect unauthorized dissemination, loss or destruction, or damage of such Personal Data.
- (d) If the Service Provider receives any enquiry or complaint relating to the Personal Data, the Service Provider shall immediately notify Owner, , in such form and manner, and with such particulars, as the Owner may require and shall act upon such enquiry or compliant in consultation with the Owner.
- (e) The Service Provider shall be free to engage the following sub processors and transfer required data to them as per applicable laws:

19.3. **Limited Right of Disclosure:** The Service Provider is permitted to disclose the fact that it has performed the work for the Owner for the purposes of seeking other work in the future but must not provide details of the Services performed without first seeking the Owner's written approval.

20. ARTICLE 20: CONFLICT OF INTEREST

20.1. **Exclusivity:** The Service Provider would be deemed to have been selected on the basis that it will work exclusively for the Owner in relation to the Project and undertake that they shall not solicit, negotiate or represent any other party for any other activity in relation to the Project. The Service Provider shall act in good faith in the interest of the Owner and the Project. Without prejudice to the generality of the above, the Service Provider shall during the course of performance of the Services and till five (5) years after the expiry or termination of this Agreement, avoid a conflict of interest with that of the Project or the Owner and to this end not enter into any arrangements (formal or informal) or undertake activities such that its interests conflict with any of its obligations under the Agreement or are prejudicial to the interests of the Project or of the Owner.

20.2. The Service Provider shall also ensure and undertake that its Sub Contractors or related entities or related parties of each of the above (including subsidiaries, affiliates, relatives etc.) do not enter into/undertake such arrangements or activities.

- 20.3. **Disclosure:** Should a real or potential conflict of interest arise; full disclosure must be made to the Owner's Representative as soon as the Service Provider becomes aware of it.

21. ARTICLE 21: DISPUTE RESOLUTION

- 21.1. **Notice:** If a dispute or difference between the Owner and the Service Provider arises out of or in connection with the Agreement, either Party may give notice ("Dispute Notice") to the other identifying the dispute and providing details of the dispute.
- 21.2. **Executive Resolution:** If the Parties fail to resolve the dispute or difference within thirty (30) days after receipt by the other Party of the Dispute Notice, each Party shall within a further fifteen (15) days nominate a senior executive to meet at a mutually convenient time and location to resolve the dispute.
- 21.3. **Arbitration:** If the senior executives nominated under Article 21.2 are unable to resolve the dispute or difference within forty-five (45) days after the first of the senior executives is nominated by a Party, then the dispute or difference may be referred by either Party for arbitration as per the provisions of the Arbitration and Conciliation Act, 1996 as may be amended from time to time. The place of arbitration shall be Hyderabad, India. Neither Party may proceed arbitration proceedings unless that Party has first made reasonable efforts to resolve the dispute or difference in accordance with this Article 21.
- 21.4. **Continuation of Performance:** Pending final resolution of any dispute, the Parties shall continue to perform their respective obligations including payment obligations hereunder.

22. ARTICLE 22: REPRESENTATIONS AND WARRANTIES OF CONSULTANT

- 22.1. The Service Provider represents and warrants to the Owner that:

1) Good Standing

The Service Provider is a company duly organized, validly, existing and in good standing under the relevant laws and has all legal power and authority to execute this Agreement and carry out the terms, conditions and provisions hereof, and the execution, delivery and performance of this Agreement have been duly authorized by all requisite corporate and other action and will not violate or contravene any material provision or requirements of any Government or any rule, regulation, statute or ordinance or other Applicable Law or violate or contravene any provisions of its charter or bylaws or any indenture, agreement, document or instrument to which it is a party or by which it or its property may be bound or affected.

2) No Violation of Law

The Service Provider is not in violation of any Applicable Laws that, for either an individual violation or for a number of violations in the aggregate, would adversely affect its ability to perform its obligations under this Agreement.

3) Licenses

The Service Provider is, or will be when the same are required, the holder of all national, state, local or other applicable permits required to conduct its business and perform its obligations hereunder.

4) Litigation

There are no actions, suits, investigations, controversies or proceedings (legal, administrative, arbitral, investigatory or otherwise) pending or, to the best of the Service Provider's knowledge, threatened, against or affecting the Service Provider which would adversely affect its ability to perform under this Agreement or to conduct the Service Provider's business.

5) Qualifications

- a. the Service Provider has examined this Agreement thoroughly and has had the opportunity to review it with legal counsel and become familiar with its terms;
- b. by itself and through its Sub Contractors, the Service Provider possesses the full experience and proper qualifications to perform the Services, including, but not limited to, the requisite knowledge and experience with the relevant legal, regulatory and labor conditions in India (including, but not limited to Applicable Laws);
- c. the Service Provider has had the opportunity to visit and inspect the Project Site to ascertain the nature and location of the Project and the Services;
- d. the Service Provider asserts that it is experienced in the design, engineering, implementation, of thermal power electricity generating facilities similar to the Project and that it realizes that completion and detailing will occur during performance of this Agreement;

6) Access rights

The access rights to be granted to the Service Provider are adequate for the performance of the Services.

7) Approvals, Certificates, Permits and Licenses

The Service Provider has obtained, or has no reason to expect that it will not in due course and without undue delay obtain, all of the approvals, certificates, permits and licenses for which the Service Provider is responsible hereunder with respect to any applicable authority or Government, or any department or agency thereof, necessary, required or appropriate in connection with the performance of the Services pursuant to this Agreement.

8) Legal Consultation

The Service Provider has had the opportunity to consult legal counsel and will observe the laws of any applicable jurisdiction that may be pertinent to completion of the Project and implementation of this Agreement and the performance of the Services.

9) Enforceable Obligation

This Agreement constitutes the valid and binding obligation of the Service Provider, enforceable in accordance with the terms hereof, except as such enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally.

10) Patents, Licenses and Franchises

The Service Provider owns or possesses all patents, trademarks, service marks, trade names, copyrights, licenses, franchises, permits, rights and other intellectual property rights with respect to the foregoing to perform the Services and to carry on its business as presently conducted and presently planned to be conducted without conflict with the rights of others.

11) Disclosure

No representation or warranty by the Service Provider contained herein or in any other agreement, document or instrument furnished by or on behalf of the Service Provider to the Owner contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading in light of the circumstances in which it was made.

12) No Reliance

The Service Provider has satisfied itself of all matters relevant to its obligations under this Agreement and has not relied upon any representations made by or on behalf of the Owner.

13) Information

The Service Provider represents and warrants that all information provided by it pursuant to this Agreement, by way of, including without limitation, drawings, manuals and other documents of like nature shall be true, correct and complete.

23. ARTICLE 23: MISCELLANEOUS

- 23.1. **Delay not waiver:** The non-exercise of or delay in exercising any power or right of a Party does not operate as a waiver of that power or right, nor does any single exercise of a power or right preclude any other or further exercise of it or the exercise of any other power or right. A power or right may only be waived in writing, signed by the Party to be bound by the waiver.
- 23.2. **Choice of law and jurisdiction:** The Agreement shall in all respects be governed and construed in accordance with the laws of India. The Parties submit to the exclusive jurisdiction of the courts in Hyderabad, India.
- 23.3. **Notice:** Any notice required or permitted to be given by the Owner to the Service Provider hereunder shall be in writing and shall be addressed to:

Service Provider:

Karthik Achar

Associate Manager - Research & Data Strategy

(karthik@draup.com)

and any notice required or permitted to be given by the Service Provider to the Owner hereunder shall be in writing and shall be addressed to:

Owner:

.....
.....
.....

All notices under Article 23.3 shall be delivered in person to the Party at the address above mentioned or shall be sent via air courier, certified or registered mail with a return receipt requested in a security sealed envelope or through email duly acknowledged and shall be effective when received at the address specified above. The Parties hereto, by like notice in writing, may designate, from time to time, another address or office to which notices may be given pursuant to this Agreement. All other communication between the Parties including sending of any drawings, documents and reports shall be made between the Owner Representative and a representative to be nominated by the Service Provider.

- 23.4. **Amendment:** No amendments, supplements, modifications or waivers of this Agreement or the terms or provisions hereof shall be valid unless evidenced in writing and signed by duly authorized representatives of both Parties.

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- 23.5. **Severability:** In the event that any of the terms or provisions, or portions or applications thereof, of this Agreement are held to be prohibited, unenforceable or invalid by any court of competent jurisdiction or arbitrator, the Owner and the Service Provider shall mutually agree upon a reasonable adjustment in such term or provision of this Agreement with a view toward effecting the purpose of such terms and provisions of this Agreement, and the enforceability and validity of the remaining terms and provisions, or portions or applications thereof, shall not be affected thereby. If any of the terms or provisions hereof are held to be prohibited, unenforceable or invalid in any respect under the law of any jurisdiction, the same shall not impair or affect the legality, validity or enforceability under the law of any other jurisdiction of that or any other term or provision.
- 23.6. **Further Assurance:** Each Party shall do, sign, execute and deliver and shall procure that each of its employees and agents does, signs, executes and delivers, all deeds, documents, instruments and acts reasonably required of it or them by notice from another Party to effectively carry out and give full effect to this Agreement and the rights and obligations of the Parties under this Agreement.
- 23.7. **Entire Agreement:** The Agreement is the entire agreement of the Parties on the subject matter. The only enforceable obligations and liabilities of the Parties in relation to the subject matter are those that arise out of the provisions contained in this Agreement between the Parties. All representations, communications and prior agreements in relation to the subject matter are merged in and superseded by this Agreement save for such representations and warranties and undertakings provided by the Service Provider based on which the Service Provider was selected by the Owner for the performance of the Services.
- 23.8. **Relationship:** Nothing in this Agreement shall entitle or expose or render liable any Party to any rights or liabilities as a partner of the other Party to this Agreement or to constitute in any way a partnership between the Parties to this Agreement.
- 23.9. **Costs:** Each Party shall bear its own costs (including legal costs) of and incidental to the preparation, negotiation and execution of the Agreement.
- 23.10. **Language Protocol:** All notices, manuals, documents, drawings and other writings and communication required pursuant to this Agreement or required or used in connection with the performance of the Services shall be in the English language.
- 23.11. **Reservation of Rights:** Termination of this Agreement shall not affect any accrued right or liability of either Party nor will it affect the continuation in force of any provisions of this Agreement that is expressly or by implication intended to continue in force on or after the termination of this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be legally bound, have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

For
GMR AIRPORTS LIMITED



By: Draup Business Solutions Private Limited

Name: Hemant Arora

Designation: Director - Finance

DocuSigned by:

Hemant Arora

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(Subject to Deviations submitted in Annexure 8)

WITNESS:

Witness 1:	DIVYA JAIN	64, BSR Arcade, Koramangala Industrial Layout, Jyothi Niwas College Road, Bangalore, Karnataka - 560095, India	Signed by: DIVYA JAIN 4167D1E52AD4422...
Witness 2:	Sowmyashree Bhat	64, BSR Arcade, Koramangala Industrial Layout, Jyothi Niwas College Road, Bangalore, Karnataka - 560095, India	Signed by: Sowmyashree Bhat 100BBF2E5F1A4EA...

ANNEXURE A

SCOPE OF SERVICES

The engagement with GMR is designed to build a future-ready workforce strategy anchored in a robust skills taxonomy, workload leveling framework, and AI impact analysis. The scope extends beyond a one-time diagnostic to deliver a dynamic, iterative architecture that ensures long-term adaptability and business alignment.

1. **Skills Taxonomy Development:** We will design a structured skills architecture that captures both current and emerging requirements:
 - Identification and classification of skills from GMR job descriptions leveraging Draup's 19,500+ skill library.
 - Categorizing skills into Root, Core, Emerging, Technology Stack, AI/ML Models, and Soft Skills at the role level.
 - Defining proficiency tiers (from Basic to Advanced) benchmarked against global industry standards.

2. **Workload Mapping and Levelling Framework:** The study will deconstruct roles into granular workloads and systematically define progressive levels of complexity:
 - Identifying primary and secondary workloads across roles using Draup's 850Mn+ JD database.
 - Establishing workload-leveling structures aligned to task complexity, scope of responsibility, and depth of mastery.
 - Defining transparent leveling criteria to support career pathing, performance management, and workforce planning.

3. **AI Impact and Automation Potential:** The framework will quantify the disruption and augmentation potential of AI across GMR roles:
 - Assessing AI-driven automation potential at the workload level.
 - Differentiating between "disruption" of core workloads and "augmentation" of secondary workloads.
 - Establishing an AI Impact Index to benchmark the net effect of AI on each role and enable scenario planning.

4. **Quarterly Data Refresh and Governance:** To mitigate the risks of static frameworks, Draup will deliver a dynamic refresh model:
 - Updating skills, workloads, and automation potential every quarter.
 - Providing transparent change logs for all updates (added/removed skills, adjusted workload levels, revised automation percentages).
 - Embedding governance mechanisms to institutionalize continuous workforce intelligence.

ANNEXURE B
SERVICE FEE AND PAYMENT SCHEDULE

1. SERVICE FEE SCHEDULE

S.No.	Description	Quantity	UOM	Vendor Name	
				Unit Rate (INR)	Total Value (INR)
1	Draup Skills Architecture	Phase 1 & Phase 2	-	-	Phase 1 - ₹2,985,000 Phase 2A - ₹925,000 Phase 2B - ₹925,000 Phase 2C - ₹925,000
2	Other costs (OPEs etc) If any	-	-	-	-
3	Applicable GST	18%			Phase 1 - ₹537,300 Phase 2A,B & C - ₹1,66,500
4	Total Landed Cost	Phase 1 - ₹3,522,300 Phase 2A - ₹1,091,500 Phase 2B - ₹1,091,500 Phase 2C - ₹1,091,500			₹6,796,800/-
	<i>Additional costs:</i> 1. HRIS/LMS Integration Support – Support for Integration to HRIS/LMS(including GST) : ₹1,032,500 – ₹1,563,500 2. Subsequent year - OPTIONAL Data Refresh (Charged Per Refresh)(including GST): Phase 1 - ₹2,675,000 Phase 2 - ₹1,534,000				

2 Terms of Payment

2.1. The Service Fee shall be paid to the Service Provider in accordance with the Payment Schedule provided hereunder and the other provisions of this Agreement.

The Terms of Payment shall be mutually discussed and agreed upon.

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Hemant Arora

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ANNEXURE C**[PROJECT TEAM MEMBERS]**

Please refer below who shall be responsible for executing the scope of work.

Name	Title	CV attached
Vishnu Shankar	Vice President - Research	 Vishnu Shankar_CV.pdf
Karthik Achar	Associate Manager - Research & Data Strategy	 Karthik Achar CV.pdf
Harshit	Consultant	 Harshit_CV.pdf

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ANNEXURE- D

PERFORMANCE BANK GUARANTEE FORMAT

BANK GUARANTEE FOR [*]

To,
GMR [*],

BANK GUARANTEE NO.:

GUARANTOR: [*]
PRINCIPAL: [*]
BENEFICIARY: [*]

Agreement to which this Guarantee relates:
[*].

Aggregate Maximum Amount of this Guarantee:
Rs. [*] (Rupees [*] only)

Expiry Date:
[*]

Claim Expiry Date:
[*]

WHEREAS, GMR [*], a company registered under the Companies Act, 2013 and having its registered office at [*] (hereinafter referred to as “**You**”, “**Beneficiary**”, which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors and assigns) have floated a request for proposal no. [*] dated [*] (hereinafter referred to as the “**Agreement**”) for carrying out [*] (hereinafter referred to as “**Scope of Work**”) for the Project.

WHEREAS [*], having its registered office at [*] (hereinafter referred to as the “**Service Provider**”, which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors and permitted assigns) have entered with the Beneficiary, an [*] agreement dated _____ for _____ (hereinafter referred to

as “Services”)

WHEREAS, the terms and conditions of the Agreement provide *inter alia* that the Service Provider shall submit to the Beneficiary an irrevocable and unconditional bank guarantee for an amount of Rs. [*] (Rupees [*] only) (hereinafter referred to as the “**Aggregate Maximum Amount**”) as security deposit for participation and submission of its Bid which shall be valid and enforceable until [*] (hereinafter referred to as “**Expiry Date**”) with an additional claim period of [*] months until [*] (hereinafter referred to as “**Claim Expiry Date**”).

WHEREAS, the Service Provider have requested us i.e. [*], having our registered office at [*] (hereinafter referred to as the “**We**”, “**Us**”, “**Guarantor**”, which expression shall unless repugnant to the context or contrary to the meaning thereof be deemed to mean and include its successors and permitted assigns) to furnish irrevocable and unconditional bank guarantee for the Aggregate Maximum Amount which shall be valid and enforceable until the Expiry Date (hereinafter referred to as the “**Guarantee**”).

AND WHEREAS We have agreed to give such an irrevocable and unconditional Guarantee to the Beneficiary as hereinafter provided.

Now, We, being the Guarantor under this Guarantee, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, hereby absolutely irrevocably and unconditionally guarantee and undertake, subject to no other conditions and without demur or protest, to pay to You, the abovementioned Beneficiary, or such other persons for the time being entitled to the benefit hereof, upon written request, any sum or sums up to the Aggregate Maximum Amount as amended from time to time, upon any failure by the Service Provider to fulfill any of the conditions of the Agreement required to be fulfilled by it or any breach/default by the Service Provider of their obligations towards terms and conditions under the Agreement, as determined by You in your absolute judgement. And We further agree to guarantee all costs, charges, damages, losses etc. whatsoever which may be borne, paid, incurred, or suffered by the Beneficiary for reason any such failure/breach/default on the part of the Service Provider not exceeding the Aggregate Maximum Amount.

We, as the Guarantor, will effect payment forthwith upon receipt of your first written demand, without proof, conditions, grounds or reasons for such demand for the sum specified therein, notwithstanding any contestations, claims, demands or objections made by the Service Provider or any other third party and without any right to set-off or counterclaim.

Any payment made hereunder shall be made free and clear of, and without deduction for or on account of any present or future taxes, levies, imposts, duties, charges, fees, deductions or withholdings of any nature whatsoever and whomsoever imposed. We, further, unconditionally

acknowledge that any such demand by the Beneficiary of the amounts payable by Us to the Beneficiary shall be final, binding and conclusive evidence in respect of the amounts payable by the Service Provider to the Beneficiary.

We agree that our obligations under this Guarantee are irrevocable, absolute and unconditional and shall remain in full force and effect till the Claim Expiry Date without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (i) any time or other indulgence granted by Beneficiary to the Service Provider under the Agreement, (ii) any amendment, modification, supplementation or other variation of the Agreement, (iii) any invalidity, irregularity or unenforceability of all or part of the Agreement or any obligation of the Service Provider under or pursuant thereto, (iv) any partial performance of obligations under the Agreement, (v) any lack of or limitation on the status or power of the Guarantor and/or Service Provider, (vi) any winding-up, dissolution, receivership, or bankruptcy of the Guarantor and/or Service Provider and (vii) any amalgamation, merger, reconstruction, reorganization or any change in the constitution of the Guarantor, Beneficiary and/or the Service Provider, or (viii) any other act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Guarantee or our obligations hereunder.

We hereby waive notice of acceptance of this Guarantee and notice of any liability to which it may apply. Except with respect to the written demand for payment referred to above, we waive any requirement of presentment, demand of payment, diligence, protest, notices of any kind and any right to require that the Beneficiary exhaust any right or any remedy to take any action against the Service Provider under the Agreement or otherwise.

We, as the Guarantor, expressly agree and undertake that our liability under this Guarantee to pay to the Beneficiary any money so demanded shall be absolute, unconditional, unequivocal and irrevocable notwithstanding any dispute or differences of whatsoever nature raised by the Service Provider whether or not in any suit or proceeding pending before any arbitration, court or tribunal relating thereto or otherwise, or any other circumstances or consideration which might otherwise constitute a legal or equitable discharge or defence of a surety or Guarantor, including but without limitation, any failure, omission or delay in enforcement of any of the obligations of the Service Provider under the Agreement.

The sums payable under this Guarantee shall be remitted by the Guarantor to the Beneficiary's designated bank account the details of which will be informed to the Guarantor by the Beneficiary in writing, and a remittance of sums payable hereunder into such designated account shall discharge the Guarantor of its liability hereunder to the extent of such remittance.

Notwithstanding anything contained hereinabove:

- I) Our liability under this Guarantee shall not exceed the Aggregate Maximum Amount of this Guarantee.
- II) This Guarantee shall be valid up to the Expiry Date.
- III) We shall be liable to pay any amount under this Guarantee or part thereof only if we receive a claim or demand in writing, on or before the Claim Expiry Date.

This Guarantee shall be governed by and construed in accordance with laws of India.

This Guarantee shall be extended upon written instructions from the Beneficiary to the Guarantor.

Upon the Claim Expiry Date, this Guarantee shall become null and void, whether returned to the Guarantor for cancellation or not and any claim or statement received after the Claim Expiry Date where applicable, shall be ineffective and not accepted.

GUARANTOR BANK

ANNEXURE E

[SCHEDULED COMPLETION DATE]

For an engagement covering 1,000+ unique job roles, Draup typically structures the implementation into distinct phases with clear dependencies:

Phase 1 – Analyze Existing Job Taxonomy & Roles (~1 month, excl. SME review):
Consolidation and standardization of 1,000+ job titles into ~600 role families, mapping root, core, emerging, and soft skills. This phase forms the foundation for all subsequent analysis.

Phase 2A – Workload Role Levelling (~2 months, conservative estimate):
Definition and structuring of workloads aligned to industry standards and progressive levels of complexity, responsibility, and mastery. This phase depends on the standardized role framework from Phase 1.

Phase 2B – Automation Potential Assessment (~1–2 weeks):
Assessment of automation, digitization, and emerging technology impact on roles. This can proceed in parallel with role levelling once standardized roles are available.

Phase 2C – Skills Proficiency Mapping (~1–2 weeks):
Proficiency benchmarking and leveling of skills for each role. This is executed after role levelling outputs are finalized.

Dependencies:

Phase 1 completion is a prerequisite for all subsequent phases.

Within Phase 2, automation assessment may begin in parallel with role levelling, while skills proficiency mapping follows role levelling outputs for accuracy.

Total Estimated Duration: ~3–3.5 months for 1,000+ job roles, subject to SME review cycles and enterprise-specific integration requirements.

DocuSigned by:

Hemant Arora
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