

## VENDOR AGREEMENT

This Agreement is executed at Bangalore on 19<sup>th</sup> day of February 2026.

**Between**

**CBM India Trust**, having (PAN: AAATC3472E) its registered office at #140, "Commerce Cube", 3rd Floor, 5th Main, Puttannachetty Road, Chamarajpet, Bangalore - 560018 represented by **Mr. Sony Thomas, Executive Director** (hereinafter referred to as "CBMIT") which expression shall include its successors and assigns on the one PART.

**AND**

**STEM LEARNING PRIVATE LIMITED**, having its PAN card number as AAQCS0110G, GST Number as 27AAQCS0110G1ZL. having its registered office at **STEM LEARNING PRIVATE LIMITED**, ICON 1205, MARATHON NEXTGEN, LOWERPAREL(WEST), MAHARASHTRA, MUMBAI - 400013, INDIA represented by its **Director Mr. Ashutosh Mohan Pandit and its Corporate Relationship Manager - Partnerships Mr. Mahesh Kumar**, Ph: 9739737716 email: [mahesh.kumar@stemlearning.in](mailto:mahesh.kumar@stemlearning.in) (hereinafter referred to as "VENDOR" which expression shall unless it be repugnant to the meaning and context thereof be deemed to mean and include its Executors, Administrators, successors and assigns) of the SECOND PART.

VENDOR and CBM India Trust are collectively referred to as "Parties" and individually as "Party".

Whereas the VENDOR is an organisation, based in **Mumbai** which have experience in **supplying & installation of Mini Science Centre's** and has the required manpower, expertise and infrastructure to carry out such deliverables to CBM India Trust. **The Vendor hereby represents and warrants to CBM India Trust that:**

- a) it is competent to undertake this service /project and discharge all its obligations under this Agreement in an efficient manner.
- b) it has the relevant experience, expertise and resources to discharge all its obligations under this Agreement.

Now therefore, based on the aforesaid representations CBM India Trust intends to engage the VENDOR and for this purpose, both the VENDOR and CBM India Trust agree to legally bind themselves to the following terms and conditions:

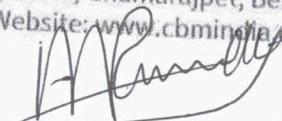
### **1. Scope of Services:**

The VENDOR will be engaged as supplier for supplying & installation of Mini Science Centre to CBM India Trust at the following schools:

Sl. No.	Address for installation	Contact person from CBM INDIA TRUST
1	<b>School 1:</b> Govt Model Higher Primary School - Jigani (PM Shri School)	CBM INDIA TRUST, Haragadde, Haragadde Post, Anekal Taluka, VTC: Jigani, PO Jigani, Bangalore,
2	<b>School 2:</b> School, Jigani	
3	<b>School 3:</b> Govt. Higher Primary School - Vabhasandra, Jigani	

**CBM India Trust**

#140, "Commerce Cube", 3<sup>rd</sup> Floor, 5<sup>th</sup> Main, Puttannachetty Road, Chamarajpet, Bengaluru - 560018  
 • Tel: +91 80 2667 3635/ 3629 • Email: [info@cbmindia.org](mailto:info@cbmindia.org) • Website: [www.cbmindia.org](http://www.cbmindia.org)




		5610105. Contact Mr. Chethan K R, Project Coordinator, Ph: 9740113437
4	<b>School 4:</b> Government Higher Secondary School, SPM Campus, Narmadapuram, Pin- 461001, Madhya Pradesh	CBM INDIA TRUST, Vedic Bihar Colony Chakkar Road, Mahindra Tractor Agency, Narmadapuram, Madhya Pradesh 461001, Contact Person: Mr. Sumantha Kumar, Manager, Mobile:7376683132
5	<b>School 5:</b> Government Secondary School, Marahavan, Babai Pin- 461661, Madhya Pradesh	
6	<b>School 6:</b> Inclusive secondary school, SPM, Narmadapuram, Pin-461001, Madhya Pradesh	
7	<b>School 7:</b> KABIS Higher Secondary School, Pandur, Tamil Nadu	
8	<b>School 8:</b> Panchayat Union Middle School, Ayathur, Veppampattu Post - 602024, Tamil Nadu	

**Total project Cost for setting up of 8 Mini Science Centres**

Budget for 8 schools					
SR.NO	ITEM	DESCRIPTION	1 SCHOOL	NOS OF SCHOOLS	TOTAL
1	MINISCIENCE CENTRE	80 MODELS + 80 USERS PLACARD + 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY	4,18,000	8	33,44,000
2	TRAINING OF TEACHERS (TTP)	TEACHER'S TRAINING - 2	33,000	8	2,64,000
3	ANNUAL MAINTENANCE CONTRACT	CLEANING SERVICING & IF REPLACEMENT (if any) (applicable from second year)	0	8	0
4	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS & PAINTING IN ROOM	49,000	8	3,92,000
TOTAL			5,00,000	8	40,00,000
VENDOR TO COMPLETE THE SUPPLY OF THE PRODUCTS AND COMPLETE THE INSTALLATION BY March 10, 2026					

**COMMERCIAL TERMS AND CONDITIONS DISCUSSED AND AGREED WITH VENDOR**  
 Rates are inclusive of all taxes and transportation.  
 Rates are valid for 12 Months from the date of signing the agreement.

*(Handwritten Signature)*



Payment will be made through RTGS/NEFT mode.
No cancellation charges, when order is cancelled and informed before 48 hrs to Vendor.
Goods will be delivered to the location as per address mentioned in the purchase order and in one location.
Vendor will ensure timeliness and will deliver the materials as per the contract/order.
Transit Insurance will be the responsibility of the Vendor.
Materials to be delivered as per quality and quantity mentioned in the purchase order. Any damage goods need to be reported to Vendor immediately over email within 48 hours of receiving the goods and Vendor will replace free of cost within 10 days' time.

## 2. Payment Schedule:

- a) CBM India Trust shall make payment only for the services delivered on the following terms and conditions as below. CBM India Trust shall not be responsible to make any payment or reimburse any costs/expenses incurred by the VENDOR for any service that has not been prior approved by CBM India Trust in writing.
- b) CBM India Trust shall not be liable to make payment for any defective goods/services and for delivery that is delayed beyond a period of 10 days provided that such delay is not due to force majeure causes as stated. In such instances, CBM India Trust shall be entitled for replacement of defective goods or added services and/or use its best judgment to make appropriate payment which shall not be disputed by VENDOR, the Vendor whatsoever.
- c) Submission of the Annual Report as per the expectations of CBM India Trust. The Annual report should be submitted in hard and soft copy to CBM India Trust.
- d) 50% Payment on signing of contract and balance upon complete installation of the product-mini science lab at the site.

## 3. Timeline: This contract is valid from February 19, 2026, till 10<sup>th</sup> March 2026.

Parties agree that timelines mentioned in this agreement are of essence to the agreement. Any delay in the delivery of services/goods shall entitle CBM India Trust to deduct a sum of 2% of the total payment while making the final payment.

### 1. DAMAGE/VIOLATION

The Vendor acknowledges that any breach of the terms of this agreement would cause CBMIT irreparable damage for which remedies at law would be inadequate and CBMIT shall have right to obtain, in addition to all other remedies, such injunctive and other equitable relief from a competent court of law as may be necessary to prevent any violation of this agreement.

### 2. INDEPENDENT VENDOR

The parties are and shall remain independent and nothing herein shall be deemed to cause this agreement to create an agency, employment, partnership, joint venture, or other relationship between the parties. Neither party shall have any authority to bind the other to any matter or undertaking.

### 3. INDEMNIFICATION





arbitrator to be nominated and appointed in mutual agreement. All arbitration proceedings shall be conducted in English in accordance with the provisions of the Arbitration & Conciliation Act, 1996 & the Rules made there under. The place of the arbitration shall be at Bangalore.

The arbitration award shall be final and binding upon the Parties and each Party will bear its own costs of arbitration and equally share the fees of arbitral tribunal.

All disputes shall be at exclusive jurisdiction of the courts at Bangalore.

**10. AMMENDMENTS**

This agreement may only be amended in writing and signed by duly authorized representatives of each of the parties, which shall be attached to and incorporate into this agreement.

**11. NOTICES**

All Notices required to be given hereunder shall be deemed to be availed only when given in writing and mailed by registered mail courier, return receipt requested and addressed to the respective parties as follows:

If to CBMIT: Executive Director

If to the Vendor: Mr. Ashutosh Mohan Pandit, Director

**COUNTERPARTS**

This Agreement shall be executed in duplicate, both of which shall be deemed to be an original, and together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed by their duly authorized representatives, on the date and year as under for the duration first above written.

For CBM India Trust	For STEM LEARNING PRIVATE LIMITED
Signature	Signature 
Mr. Sony Thomas, Executive Director	Mr. Ashutosh Mohan Pandit Director
Place: Bangalore	Place: Mumbai
Dated:	Dated:



For CBM Internal:

Responsibility from CBM Program Department	Name: Shobha Odunavar Designation: Programme Officer
Responsibility from CBM Finance Department	Name: Ms. Bincy CA Designation: Chief Finance & Operations
Reference Number	IT/CA/157/25-26/CBM-SLPL
Budget/Project	P139LC2026



# STEM

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### 3.3 Project Location & Support Request: (8 Government schools)

Budget for 8 schools					
SR.NO	ITEM	DESCRIPTION	1 SCHOOL	NOS OF SCHOOLS	TOTAL
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TOTAL			5,00,000	8	40,00,000

Note: \*\*The Above quote is valid for 15 days from the date of Submission  
2 Times Free DIY Activity with students

