

VENDOR AGREEMENT

This Agreement is executed at Bangalore on **05th day of December 2025**.

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 P" <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 1 Mini Science Centre to CBM India Trust at the Kamdevpur Snehabala Milan Vidyapith (H S) Village P O Kamdevpur P S Patharpratima, Dist South 24 Parganas, West Bengal. Local CBM India Trust Contact Person is Mr. Solomon J, Programme Officer, Mobile: 8144922041, email: j.solomon@cbmindia.org

Total project Cost for setting up of 1 Mini Science Centre

SR.NO	ITEM	DESCRIPTION	1 SCHOOL	NOS OF SCHOOLS	TOTAL
1	MINISCIENCE CENTRE	80MODELS+80USERSPLACARD+105 CHEMISTRY EXPIREMENTS + 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY&1stYEARSMAINTENANCE	4,28,000	1	4,28,000.00

CBM India Trust

2	TRAINING OF TEACHERS(TTP)	TEACHER'S TRAINING-2	33,000	1	33,000.00
3	ANNUAL MAINTENANCE CONTRACT	CLEANING SERVICING & IF REPLACEMENT (if any)(applicable from second year)	47,200	1	0
4	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS & PAINTING IN ROOM & GLASSDOOR CUPBOARD	49,000	1	49,000.00
TOTAL(1+2+3+4+5)			5,10,000	1	5,10,000
VENDOR TO COMPLETE THE SUPPLY OF THE PRODUCTS AND COMPLETE THE INSTALLATION BY DECEMBER 23, 2025					

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.

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:

- 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.
- 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.
- 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.
- 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 December 06,2025 till December 05, 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

The Vendor agrees to defend, indemnify, and shall accordingly hold harmless CBM, its directors, officers, employees, agents and affiliates from and against any claims, damages, losses, or liabilities caused by any breach of any of his/her obligations contained in this Agreement or any violation of applicable laws.

4. INSURANCE

The Vendor will maintain comprehensive general and medical liability, covering the activities of the Vendor assigned under this agreement.

5. ADHERENCE TO CBM INDIA TRUST POLICIES

CBM India Trust has formulated a policy on prevention of Sexual Harassment at workplace as per the provision of the Sexual Harassment of Women at Workplace (Prevention, Prohibition and Redressal) Act, 2013. CBM India Trust has also formulated a 'Safeguarding Policy' and 'Code of Conduct'. The Consultant will undergo an induction to the policies and hereby undertakes to abide by the provisions of the policies mentioned herein. Kindly refer to the policies on our website <https://cbmindia.org/about-us/>

Further, the Consultant understands that CBM India Trust is registered under the Foreign Contributions (Regulation) Act, 2010, as amended, and shall take all precautions to ensure that he/she does not commit any act in violation of the same. The Consultant shall desist from political activity, or any form of religious conversion.

6. TERMINATION

This agreement shall be valid for the period as mentioned in the Duration clause. Both the parties may terminate this agreement in writing at any time during the contract period, with a notice of one month. The termination of this agreement by either party shall not affect the obligation of either party under any than existing assignment issued hereunder and unless both parties agree otherwise, any assignment shall continue in effect as though this agreement had not been terminated and was still in effect with respect to said assignment.

7. FORCE MAJEURE

If either party is unable to fulfill its obligations due to factors completely outside their control, such as a natural calamity, pandemic, civil disobedience, riots, fire accidents, or other such 'Act of God', that party shall inform the other at the earliest possible opportunity, and thereafter, shall be excused from performance and shall not be liable for any delay in delivery or non-delivery, to the extent that such inability continues. The party shall, however, make all reasonable efforts to perform their obligations once the event ceases to exist.

8. GOVERNING LAW

This agreement shall be construed and the legal relation between the parties hereto shall be determined in accordance with the laws of India as existing at the time of acceptance of the agreement, and disputes if any shall fall within the jurisdiction of the court of law located in Bangalore, Karnataka State, in India.

9. DISPUTE RESOLUTION & ARBITRATION

All or any disputes or differences arising from this agreement, or any matter connected therewith shall be settled amicably between the Parties.

If no amicable settlement is arrived at within 30 days from the date of reference of dispute/difference by either Party to the other Party, then any Party may refer the dispute to sole 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 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 CBM: 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. Ravi Ranganathan, Director, Programmes	Mr. Ashutosh Mohan Pandit Director
Place: Bangalore Dated:	Place: Mumbai Dated:

For CBM Internal:

Responsibility from CBM Program Department	Name: Shobha Odunavar Designation: Programme Officer
Responsibility from CBM Finance Department	Name: Ms. Bincy C A Designation: Chief Finance & Operations
Reference Number	IT/VA/120/25-26/CBM-SPL
Budget/Project	Pos.1.05/ P119LC-2025