



পশ্চিমবঙ্গ পশ্চিম বঙ্গাল WEST BENGAL

AS 489235

### SERVICE AGREEMENT

THIS SERVICE AGREEMENT ("AGREEMENT") IS MADE ON THE DATE OF LAST SIGNATURE AND EXECUTED IN KOLKATA.

BY AND BETWEEN

STEM LEARNING PVT. LTD., a company incorporated under Companies Act, and having its registered office at 12th Floor, Marathon ICON 1205, Marathon Nextgen Campus, Opp. G.K. Marg, Lower Parel(W), Mumbai- 400013, India, hereinafter referred to as "**SERVICE PROVIDER**", which expression shall unless repugnant to the context shall mean and include its successors and permitted assigns of the ONE PART;

AND

**Vidya Bhawan Society**, (hereinafter referred to as "VBS") a non-government charitable organisation registered under The Societies Registration Act No.VII of 1941, bearing registration no.5079/1941, PAN: **AAAVV1234A** and having its registered office at Dr. Mohan Sinha Mehta Marg, Fatehpura, Udaipur-313004, which expression shall, unless it be repugnant to the context or meaning thereof, shall mean and include its successors and permitted assigns) of the OTHER PART;

Anupriya dashee

Mukhya Sanchalak  
Vidya Bhawan Society  
Udaipur (Raj.)

Mukhya Bhawan



নং ১৭৯  
তারিখ  
স্মা

ও. ডি. এস. আর. অফিস, সরকারীহাট  
সকল ২৪ প্রদেশ  
তেওরি: আসামুর রহমান

তারিখ..... আসাম

03 JUN 2024

Meera Dhanika & others  
119. Rajbari- Main Road.

Ref- 196.



Service Provider and VBS shall individually be referred to as 'Party' and collectively as 'Parties'.

**WHEREAS:**

- A. VBS was established in 1931 by Dr Mohan Sinha Mehta as a non-profit organization. It has pioneered the concepts of co-education, extra-curricular activities and equal treatment of students from various religions, castes and classes. It is today an ecosystem of 'education' comprising of three schools, two teacher education institutions, two higher education colleges and three resource centres.
- B. SERVICE PROVIDER has represented to VBS that they are in the business of providing quality education to children through basic concepts of STEM education and have the expertise, requisite trained and experienced resources, and relevant infrastructure and financial capacity to provide the Services under this Agreement.
- C. SERVICE PROVIDER agrees to provide the Services to VBS for a valuable consideration and VBS agrees to receive the Services, both Parties having consented has agreed to terms and conditions of this Agreement and as appearing herein under:

**NOW THEREFORE THIS AGREEMENT WITNESSETH AND BOTH PARTIES HERETO AGREE AS UNDER:**

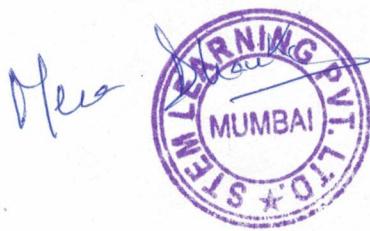
**1. TERM OF THIS AGREEMENT**

This Agreement shall be valid for a period effective from 1<sup>st</sup> July 2024 to 31<sup>st</sup> March, 2025 unless terminated in accordance with the provisions of this Agreement.

**2. SCOPE OF SERVICES**

- 2.1 **SERVICES:** SERVICE PROVIDER shall be providing technical Partnership for establishing three Mini Science Centres at three schools of Vidya Bhawan Society i.e. Vidya Bhawan Senior Secondary School, Fatehpura, Vidya Bhawan Senior Secondary School, Ramgiri, Badgaon and Vidya Bhawan Public School Dewali targeting the students from standard 5<sup>th</sup> to 10<sup>th</sup>, more fully detailed in **ANNEXURE A** to this Agreement (hereinafter "**Services**"). The objective of the project is to clear the basic understanding of Science & Math concepts to the students and also make them understand the application of science in day to day life by giving them a hands-on approach with the help of the science models.
- 2.2 SERVICE PROVIDER shall be responsible for mobilization of candidates and for this purpose provide Teacher's Training Program (TTP) for better mobilisation of the students and will be monitoring the project for - 9 months viz.. 1<sup>st</sup> July 2024 to 31<sup>st</sup> March, 2025 to ensure proper utilisation of the project and mobilisation of the students.
- 2.3 SERVICE PROVIDER shall provide the Services using its own staff/employees and shall not sub-contract the work of providing the Services to a third Party without prior written information and approval from VBS.
- 2.4 SERVICE PROVIDER shall provide VBS such other Services as required by VBS from time to time and mutually agreed by the Parties to this Agreement by way of separate writings between the parties hereof

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- 2.5 In performing the terms and conditions of this Agreement, SERVICE PROVIDER shall at all times be an Independent Contractor. This Agreement does not in any way create a relationship of principal and agent between VBS and the SERVICE PROVIDER.
- 2.6 Advice and provide consultation services to VBS regarding various safety and precautionary measures that may be required in relation to the devices, equipment, accessories, system etc. for which the Services are Provided.

### 3. COVENANTS OF SERVICE PROVIDER

#### **SERVICE PROVIDER shall:**

- 3.1 Provide the Service and as specified in **Annexure A** as and when required by VBS. However both Parties shall mutually discuss and agree upon any other days/hours of work on case to case basis from time to time.
- 3.2 Solely responsible for any defect, damage, loss, etc. caused to VBS's property including the devices, equipment's, accessories, systems, etc. in respect of which the Services shall be provided by SERVICE PROVIDER as a result of any acts, omissions, commissions, defaults, negligence's, etc. whatsoever on the part of SERVICE PROVIDER including of its employees/staff.
- 3.3 Repair and remove any defects and damage caused on account of normal wear and tear of devices, equipment, accessories, systems, etc. in respect of which the Services shall be provided.
- 3.4 Ensure that they have with them all the tools, parts, testing equipment's, accessories, equipment's, accessories, systems, etc., well before actually providing the Services to VBS. VBS shall not be responsible in any manner to provide the same to SERVICE PROVIDER.
- 3.5 Be responsible for the safe keeping of its own tools, equipment's, testing equipment's, systems, etc. brought in VBS's offices/branches for the purpose of providing Services.
- 3.6 Provide VBS a report relating to the work done and the Services provided.
- 3.7 The staff/employees of SERVICE PROVIDER involved in providing the Services to VBS shall remain employees of **SERVICE PROVIDER** and shall not be deemed employees of VBS. As their employer, SERVICE PROVIDER shall be solely responsible for the payment of wages/salaries, statutory benefits if any of its employees/staff involved in providing the Services to VBS at its offices/premises. Such staff/employees shall not be below the age of 18 years.
- 3.8 Ensure that while providing the Services the SERVICE PROVIDER and or its employees/staff providing the Services follow VBS's code of conduct and safety policies which shall be provided by VBS from time to time. VBS shall inform the SERVICE PROVIDER of any acts of misconduct by its staff/employees providing the Services immediately and discuss the action /steps to be taken. In the event of violation of the Code of Conduct such staff/employee, the same shall be intimated to the SERVICE PROVIDER through its designated person in charge for necessary action by the SERVICE PROVIDER.
- 3.9 VBS, through its designated personnel, shall inform the designated person in charge of the SERVICE PROVIDER for withdrawal of any of its employee/staff providing the Services in case

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of theft, fraud, acts that constitute moral turpitude etc., VBS shall brief the Services Provider on the full details in such cases for the SERVICE PROVIDER to take appropriate action.

- 3.10 The SERVICE PROVIDER and or its employees/staff providing the Services to VBS shall have no claims whatsoever against VBS and should VBS have to bear any cost due to the failure of the Services Provider to fulfill their obligations, the same shall be recovered from the amounts due to the SERVICE PROVIDER. The Services Provider shall obtain necessary insurance policy to cover their employees/staff involved in providing the Services against injuries, death and for any claims arising under the Workmen Compensation Act. The Service provider shall from time to time, keep the said policy renewed and furnish a copy to VBS forthwith upon renewal.
- 3.11 Not sub-contract this Agreement or any part thereof to a third party without the prior written permission from VBS.
- 3.12 Only depute those of its employees/staff with necessary skill, experience, training etc. for providing Services to VBS.
- 3.13 keep its employees/staff at VBS'S offices/branches briefed on the work requirements of such employees/staff and ensure Services as defined in the Scope of Work.
- 3.14 Supervise and facilitate its employees/staff relating to the Services to be provided. VBS on its part may decide to inspect the work done during and after the Services are provided.

#### **4. VBS'S CONVENANTS**

##### **VBS shall**

- 4.1 immediately inform SERVICE PROVIDERif a Service-related requirement arises and SERVICE PROVIDER shall promptly provide the Services.
- 4.2 VBS shall provide the SERVICE PROVIDER details of its designated personnel for the purpose of this Agreement from time to time.

#### **5. COMMON OBLIGATION OF PARTIES**

- 5.1 Both Parties shall co-ordinate with each other for providing information, details, etc. required for the purpose of SERVICE PROVIDER to provide the Services under this Agreement.
- 5.2 Both Parties shall mutually discuss and agree the terms and conditions, considerations, etc. upon any further services required by VBS from time to time.
- 5.3 Both Parties shall provide each other detail of their authorized personnel who shall co-ordinate with each other for the purpose of this Agreement.

#### **6. CONSIDERATION**

- 6.1 In consideration of the Services provided by Service Provider, VBS shall make payment for the Services received at the rates given in **Annexure- B**, applicable GST shall be paid extra by VBS.

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The Service Provider shall raise invoice for the Services to be provided under this Agreement as per the consideration agreed herein. Upon receipt of the undisputed invoice, VBS shall verify the amounts stated in the invoice and shall endeavour to pay amounts in the invoice within 7 days of the receipt of the invoice by way of NEFT/RTGS to the bank account of the Service Provider as communicated to the VBS in the relevant invoice. All the payments by VBS shall be subject to deduction of applicable taxes.

## 7 . DISPUTE RESOLUTION

Any dispute, controversy or claim arising out or relating to this agreement, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Arbitration conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Kolkata, West Bengal. The language used in the arbitral proceedings shall be English.

## 8 CONFIDENTIALITY

The Parties agree to maintain confidentiality and shall not disclose to any third party, any confidential information related to the governance, financial management, business or programmes under Service Agreement, without seeking prior consent of the other party to this Service Agreement. However, this restriction shall not apply where the information is required under a legal obligation to any Court or to a Government authority. Further parties agree to restrict access to such Confidential Information to such of its employees who have a need to know it to effectuate its rights and obligations under this Agreement.

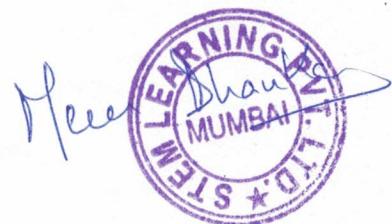
## 9 FORCE MAJEURE PROVISION

None of the parties shall be responsible for delay or failure to perform any part of this Service Agreement when caused by events or circumstances outside the control of each party, including but not limited to acts of God, fire, flood, war, sabotage, terrorism, embargo, civil commotion, acts or omissions by a government entity, power or communication failures not caused by the parties. No party shall be deemed in violation of this Service Agreement if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemies, accidents, fires, explosions, acts of God including, without limitation earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse.

## 10. TERMINATION

VBS may terminate this agreement after giving the due notice of 30 days to Service Provider in case of the following:

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In the event of violation of any of the provisions specified in various clauses of this Agreement that lead to a conflict which may affect the objectives of the programme, at any time of this Agreement period.

Service Provider shall not be entitled to payment of any amount or by way of compensation for termination of the Agreement for the cause mentioned above.

## **11. STATUTORY COMPLIANCE**

Service Provider shall be solely liable for all statutory compliance for applicable laws of land in respect of the project and hereby indemnifies VBS for all on compliances thereof, if any.

## **12. INTELLECTUAL PROPERTY RIGHTS**

VBS shall retain ownership of any pre-existing intellectual property ("IP"). Any new IP created during the provision of services shall be owned by VBS. Service Provider grants VBS a non-exclusive license to use such IP solely for the purposes of this Agreement.

## **13. INDEMNIFICATION**

Service Provider agrees to indemnify, defend, and hold harmless VBS from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to any breach of this Agreement by Service Provider.

## **14. NOTICES**

All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, sent by registered or certified mail, or sent by recognized overnight courier service to the addresses specified herein or to such other address as VBS may specify in writing.

## **15. AMENDMENT**

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless in writing and signed by both VBS and the Service Provider.

**IN WITNESS OF THE ABOVE** the authorised representatives of the Parties have signed and dated this Agreement as follows:

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Anurag Pujadavshu  
Mukhya Sanchalak  
Vidya Bhawan Society  
Udaipur (Raj.)



<p>Signed and duly authorised for and on behalf of VBS:</p> <p>Signature: <u>Anurag Priyadarshee</u></p> <p>Name: <u>ANURAG PRIYADARSHEE</u></p> <p>Designation: <u>CEO</u></p> <p>Date: <u>12/08/2024</u></p>	<p>Signed and duly authorised for and on behalf of STEM LEARNING PVT. LTD.:</p> <p>Signature: <u>Meera Dhanuka</u></p> <p>Name: <u>Meera Dhanuka</u></p> <p>Designation: <u>Associate Vice President</u></p> <p>Date: <u>5/08/2024</u></p>
<p><b>Witness</b></p> <p>Signature: <u>Jaya Rathore</u></p> <p>Name: <u>Jaya Rathore</u></p> <p>Designation: <u>Manager, Fundraising + Communication</u></p> <p>Date: <u>12/08/2024</u></p>	<p><b>Witness</b></p> <p>Signature: <u>Romit Ghosh</u></p> <p>Name: <u>Romit Ghosh</u></p> <p>Designation: <u>Partnership Success Manager</u></p> <p>Date: <u>5/08/2024</u></p>

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## ANNEXURE A

### SERVICES

<b>MINI SCIENCE CENTRE</b>		
<b>Sl. No</b>	<b>Component</b>	<b>STEM Learning</b>
1	<b>Mini Science Center</b>	80 models + 80 users Placard + 37 colourful backgrounds + 1 Safety Placard + 1 Teacher's Manual + 1 Gate Banner. Includes installation and delivery
2	<b>Infrastructure</b>	Infrastructure for the science centre will be set up by STEM
3	<b>HR Support</b>	Train existing science and computer teachers
4	<b>Admin and Management</b>	Service Provider
5	<b>Training - Science Centre</b>	2 Trainings - fresher and refresher at each location
6	<b>Monitoring and Evaluation</b>	2 visits - baseline and endline + online support throughout the year and even after project completion
7	<b>Annual Maintenance</b>	From second year (optional)

#### DELIVERY/ COMPLETION TIME:

1. The infrastructure will reach the location within 30 days from the signing of Agreement.
2. Models will be delivered within 10 days from completion of the infrastructure setting.
3. Teacher's training will be done within 14 days after the entire setup of infrastructure & Models.

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Mukhya Sanchalak  
Vidya Bhawan Society  
Udaipur (Raj.)



**ANNEXURE- B**  
**CONSIDERATION**

**MINI SCIENCE CENTRE - STEM Learning**

Sl. No	Component	Inclusions	Qty	Cost Per Lab	GST 18%	Grand Total (for 3 schools)
1	Mini Science Center	80 models + 80 users Placard + 37 colourful backgrounds + 1 Safety Placard + 1 Teachers' Manual + 1 Gate Banner. Includes installation and delivery	3	Rs. 4,51,949	Rs. 81,351	Rs. 15,99,900

INR Fifteen Lakhs Ninety Nine Thousand and Nine Hundred Only (inclusive of GST)

**PAYMENT TERMS:**

1. 20% payment i.e. INR 320000 on signing the - Service Agreement.
2. 65% payment INR 1040000 on completion of Installation all the three Sites.
3. 15% Payment I.e. INR 240000 on completion of 1st Teacher's Training (FTTP).

*Anurag Prasadanshree*

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