

PO. No.: EdCIL/EIS & EPS/PROC/ACTIVITY LAB/2023-24/2046

15.09.2023

To,

**M/s STEM Learning Pvt Ltd,
1205, Marathon Icon,
Marathon Nextgen Campus,
Opp.G.K.Marg, Lower Parel (W)
Mumbai.**

**Subject: Setting up of Activity Based Learning Labs for NTPC Anta ,Anta Baran ,
Rajasthan for 1 Nos of School.**

Ref: 1.NIT No: EdCIL/EIS & EPS/PROC/Activity Lab/2022-23 Dated: 24.06.2022

Dear Sir,

1. Your above-mentioned Bid offer submitted on 18.07.2022 has been accepted by the Competent Authority in EdCIL for the **"Setting up of Activity Based Learning Labs for NTPC Anta ,Anta Baran , Rajasthan for 1 Nos of School"** at a total amount of **Rs. 3,42,015/-** (Rupees Three Lakh Forty-Two Thousand Fifteen Only) Inclusive of taxes.
2. The Scope of "Setting up of Activity Based Learning Labs for **NTPC Anta ,Anta Baran , Rajasthan for 1 Nos of School**" with warranties shall be governed as mentioned in the NIT No: EdCIL/EIS & EPS/PROC/Activity Lab/2022-23 Dated: 24.06.2022.
3. The Activity Based Learning Lab items /equipment has to be Supplied and Installed at the schools identified by NTPC Anta Unit i.e. **Government Higher Secondary School, Kachri, Anta**
4. This letter shall form a part of Contract along with tender document and all Corrigendum/Addendum, correspondence made for this tender. Agreement has to be signed between EdCIL & **M/s STEM Learning Pvt Ltd.Mumbai**, on Rs.100 (Rupees One Hundred only) non-judicial stamp paper as per format given in **Annexure XII** of Tender Document.
5. As Per Clause No. 9 of Chapter-V 'Instruction to Bidders' (Delivery Schedule), the delivery of goods is to be completed within 45 days from the date of issuance of the purchase order. Copy of this P.O. shall also be sent by e-mail as mentioned in the Bid Document.
6. **Service Period:** The duration of the service period shall be from 95 days from the day of issuance the work order.



7. Payment Terms:

- i) 85% on completion of delivery , installation and Commissioning of equipment
- ii) 10% on completion of Baseline Survey & Teacher Training
- iii) 5% on final completion of the project.

Note:

- a) The ownership of Activity Based Learning Lab shall be with NTPC and as such EdCIL will process the Invoice of the Supplier after the receipt of payment from NTPC for the respective stages.
- b) Valid GST invoice should be prepared and Billed to EDCIL India Limited quoting EDCIL's GST NO and **Place of Delivery is**.
-1013 Anta Gas Power Station
-PO Anta Anta Baran
-Rajasthan – 325 209

8. Warranty

8.1 Comprehensive Warranty should be for a minimum period of one (01) year from date of successful delivery, installation, commissioning & handing over of Activity Based Learning Lab at the designated location/schools as per the Tender Document Clause No. 23 of Chapter-V (Instruction to Bidders) and amendment if any.

8.2 The warranty should be comprehensive on site with responsibility of the agency to ensure attending the warranty queries/issues received from NTPC/schools time to time . Supplier should give written information (about the Engineers/ technical representative name and cell numbers) before handing over of the Goods to the Consignee and to the end client's nominated representative/s to attend the issues related to the warranty of the goods supplied under the contract.

8.3 The period for correction of defects in the warranty period is 07 days. If the supplier having been notified fails to remedy the defects within 07 days, the consignee should proceed to take such remedial action as should be necessary, at the supplier's risk and expenses and without prejudice to any other rights, which the consignee should have against the supplier under the contract.

9. **Performance Security:** The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 3% of contract value/work order to EdCIL **within 15 (Fifteen) days** from the date of receipt of Purchase Order. The Performance Bank Guarantee should be issued by a Nationalised Bank/Scheduled in favour of "**EdCIL (India) Limited, Noida**". This Performance Bank Guarantee should be retained throughout the currency of the contract and should be extended by the bidder from time to time, as required by EdCIL.

This guarantee shall be valid for a period of **90 days beyond the One-year warranty period from the date of commissioning and successful handing**



over. (Refer Clause No. 6 of Chapter-V, Instructions to Bidders of Tender Document and Annexure IX Format of PBG Enclosed).

10. **Delayed Delivery:** If the delivery is not made within the due date for any reason under the control of the successful bidder, the EdCIL reserves the right to impose Liquidated damages (LD) @ **0.5% plus GST per week** effective from the date of issuance of PO and the maximum deduction of 5% of the contract value/ rate. The LD shall be applied only on the portion of items not delivered within the stipulated time period for reasons under the control of the supplier. Applicable GST on LD amount would also be charged additional. Once the maximum is reached, EdCIL has the right to terminate the contract without any liability to cancellation charges and encash the submitted performance guarantee/s submitted by successful bidder. (Refer Clause No. 13 of Chapter-V, Instructions to Bidders of Tender Document).
11. **Special Terms & Condition:**
- The agency shall arrange a training program for capacity building of teachers and DIY Kits, basic know-how, how to use devices etc.
 - Agency shall deliver and provide infrastructural set up & Electrical Connection and installation of items.
 - The agency will undertake school visits to enable the implementation and monitoring of the program
12. You are advised to contact immediately to the DGM (EIS & EPS), EdCIL House, 18-A, Sec-16A, Noida (U.P.)- 201301 for further directions and submission of schedule.
13. This letter is sent with a duplicate copy of this letter, you are advised to return duplicate copy duly signed & stamped from the authorized representative as a token of your acceptance for the said work order within 3 days time. An advance copy is sent on official email id as mentioned in bid submitted [i.e. meera.dhanuka@stemlearning.in](mailto:meera.dhanuka@stemlearning.in).
14. Kindly acknowledge the receipt of Purchase Order.

Thanking You,


Yours Faithfully
(Nandeesh Babu MG)
DGM (EIS & EPS)

Enclosure:

1. BOQ on Accepted Rates (Annexure-I).
2. Contract Agreement form.
3. Performance Bank Guarantee Format.