

PO. No.: EdCIL/EIS & EPS/BaLA/2023/2018

25.04.2023

To,
M/s STEM Learning Pvt. Ltd,
1205, Marathon Icon,
Marathon Nextgen Campus,
Opp.G.K. Marg, Lower Parel (W)
Mumbai-400 013.

Subject: Setting of BaLA (Building as Learning Aid) project in 03 nos. schools;

Ref: NIT No: EdCIL/EIS & EPS/PROC/2022-23/BaLA/01 Dated: 13/12/2022;

Dear Sir/Madam,

1. Your above-mentioned Bid offer opened on 12.01.2023 has been accepted by the Competent Authority in EdCIL for the **"Rate Contract Tender for Implementation of Building as Learning Aid"** at a total amount of **Rs. 2,94,930/- inclusive of taxes per school** (Rupees Two Lakh Ninety-Four Thousand Nine Hundred Thirty Only Inclusive of taxes).
2. The Scope of work for **"Setting up of BaLA project in 03 nos. following schools identified by NTPC Sipat"**, shall be governed as mentioned in the NIT No: EdCIL/EIS & EPS/PROC/2022-23/BaLA/01 Dated: 13/12/2022;
 - a) Government School, Karra;
 - b) Government School, Kaudiya;
 - c) Government School, Rank;
3. This letter shall form a part of Contract Agreement/ Rate Contract signed on 17.04.2023 between **EdCIL (India) Limited & M/s STEM Learning Pvt Ltd., Mumbai** along with tender document and all Corrigendum/Addendum, correspondence made for this tender.
4. As Per Clause No. 11 of Chapter-V 'Instruction to Bidders' (Delivery Schedule), the Implementation of Building as Learning AID (BaLA) should be completed within **60 days** from the date of issuance of purchase order. The **'Milestones/ Schedule'** for the broad activities till completion of work shall be governed by Clause No. 12 of Chapter-V.
5. **Service Period:** The duration of the service period shall be 1.5 year from the date of award of project.
6. **Payment Terms:**
 - i) 90% payment shall be made against completion of Implementation of Building as Learning AID (BaLA) to the entire satisfaction of the Consignee.
 - ii) 10% payment after one month of successful Completion of Work.



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Note:

- a) The ownership of the project shall be with NTPC Sipat 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/Invoicing Address** is:

1019 Sipat Super Thermal Power Project,
PO Ujwal Nagar District Bilaspur,
Chhattisgarh- 495555, India
08924-243032/243525; 08924-243590/243092

7. Warranty and AMC (Annual Maintenance Contract)

- I. Comprehensive Warranty should be for a minimum period of one (01) year from date of successful commissioning & handing over of Goods / Completion of Work at the Location. The Supplier/agency should, in addition, comply with the performance and/or consumption guarantees specified under the contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier should at its discretion make such changes, modifications, and/or additions to the Goods or any part thereof as shall be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests.
- II. The warranty should be comprehensive on site with responsibility of the agency to ensure attending the warranty queries/issues received from EdCIL. Supplier should give written information (about the Engineers/ technical representative name and cell numbers) before Completion of Work / 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.
- III. The Consignee should promptly notify the Supplier in writing of any claims arising under this warranty. Upon receipt of such notice, the Supplier should immediately within 07 days arrange to repair or replace the defective goods or parts thereof free of cost at the ultimate destination. The Supplier should take over the replaced parts/goods at the time of their replacement. No claim whatsoever should lie on the Consignee for the replaced parts/goods thereafter. 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.



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8. Performance Security:

The successful bidder should be required to deposit Performance Bank Guarantee equivalent to 5% of contract value to EdCIL within 15 (Fifteen) days from the date of release of each Work Order. The Performance Bank Guarantee should be issued by a Scheduled / Nationalized Bank in favour of "EdCIL (India) Limited". 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. In case the same is not provided within 15 days, the said PBG amount shall be deducted from the bills. This guarantee shall be valid for a period of 90 days beyond the one year warranty period from the date of successful completion of work. (Refer Clause No. 10 of Chapter-V, Instructions to Bidders of Tender Document and Annexure IX Format of PBG Enclosed).

9. Delayed Delivery:

If the delivery/completion of work 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 day effective from the date of issuance of Work Order and the maximum deduction of 10% of the contract value/rate. The LD shall be applied only on the portion of items not delivered/completed within the stipulated time period for reasons under the control of the supplier/agency. Applicable GST on LD amount would also be charged additional. (Refer Clause No. 14 of Chapter-V, Instructions to Bidders of Tender Document).

10. 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.
11. 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 Time schedule, Contact Agreement & Performance Bank Guarantee and Duplicate Signed copy of this Purchase order.
12. 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. Signed Copy of Contract Agreement form.
3. Performance Bank Guarantee Format.

Bill of Quantities

Annexure-I

S. No.	Interventions	Unit	Tanta tive Size	Total Size in sqft / Quantity	Unit Rate (Rs.)	Amount Exclusive of GST (Rs.)	GST (18%.) (Rs.)	Amount Inclusive of GST) (Rs.)
A	For Classroom							
	Measures Around Us							
1	Horizontal Scale	sqft	6X1	6	224	1344	241.92	1,586
2	Vertical Scale	sqft	6X1	6	224	1344	241.92	1,586
3	Concept of Big & Small (through Physical Interventions)	sqft	4X5	20	224	4480	806.4	5,286
	Angles Around Us							
4	Door Angle Protractor	sqft	2X2	4	224	896	161.28	1,057
5	Highlighting Naturally Occurring Angles in classroom	sqft	2X2	4	224	896	161.28	1,057
	Symmetry Around Us							
6	Symmetry in the Built Elements	sqft	4X4	16	224	3584	645.12	4,229
	Colour Teasers							
7	Fan Colour Wheels	no	4X4	16	41	656	118.08	774
8	Rainbow on Floor/ Wall of the classroom or Corridor	sqft	6X6	36	224	8064	1451.52	9,516
	Map Your World (painted on Classroom door/ wall/ Table/ Floor)							
9	Map of the Classroom	sqft	2X2	4	224	896	161.28	1,057
10	Map of the School	sqft	4X4	16	224	3584	645.12	4,229
11	Map of the Neighbourhood / Village	sqft	4X4	16	224	3584	645.12	4,229
12	Map of the City / District	sqft	5X5	25	224	5600	1008	6,608
13	Map of State	sqft	5X5	25	224	5600	1008	6,608
14	Map of Country	sqft	6X6	36	224	8064	1451.52	9,516
15	Map of the World	sqft	10X10	100	224	22400	4032	26,432
	Time Devices							
16	Wall Clock	no	2X2	4	224	896	161.28	1,057
	Number Lines							
17	Wall Number Line Tiles	sqft	1X10	10	224	2240	403.2	2,643
	Place Value Chart							
18	Place Value Chart on Wall	sqft	3X4	12	224	2688	483.84	3,172
	Activity Boards and Surfaces on Walls							
19	Geometrical Pattern /Shapes	sqft	1X1X10	10	224	2240	403.2	2,643
20	Shape Poem Board	sqft	3X4	12	224	2688	483.84	3,172
B	For Corridors							
	Measures Around Us							
21	Horizontal Scale	sqft	6X1	6	224	1344	241.92	1,586
22	Vertical Scale	sqft	6X1	6	224	1344	241.92	1,586
	Symmetry Around Us							
23	Symmetry in mirror images	LS	1 no. with mirror size of 3X1 ft	1	2,870	2870	516.6	3,387
24	Symmetry in Geometrical shapes	sqft	4X4		224	3584	645.12	4,229
	Inverted Images							



25	Inverted Images on mirror	LS	1 no. with mirror size of 3X1 ft	1	2,870	2870	516.6	3,387
Cycles Around Us								
26	Phases of Moon	sqft	5X5	25	224	5600	1008	6,608
27	Cycle of seed germination	sqft	5X4	20	224	4480	806.4	5,286
28	Water Cycle	sqft	5X4	20	224	4480	806.4	5,286
29	Food Chain	sqft	5X4	20	224	4480	806.4	5,286
Number Lines								
30	Conversion of money units	sqft	4X3	12	224	2688	483.84	3,172
31	Understanding Symbols (+ - x => <)	sqft	4X3	12	224	2688	483.84	3,172
Writing Aids								
32	Understanding of Consonant & Vowel - English Language	sqft	5X4	20	224	4480	806.4	5,286
33	General signage	sqft	3X5	15	224	3360	604.8	3,965
Visuals Around Us								
34	Expressions	sqft	4X4	16	224	3584	645.12	4,229
35	Some Interesting Figures on Door/ Almirah Shutter viz. Healthy habits	sqft	4X4	16	224	3584	645.12	4,229
C Outdoor								
36	Planetary Orbits / Solar System	sqft	6X4	24	224	5376	967.68	6,344
37	Stairs- Painting of Numbers	sqft	2X1X10	20	224	4480	806.4	5,286
38	Concrete Ground - Snake and Ladder for healthy habit as well as learning numbers (Snake as unhealthy habit and ladder as healthy habit)	sqft	14X14	196	224	43904	7902.72	51,807
39	Tyre Playground alongwith 5 tyres to play with in sand	LS	1 no. with two swings	1	7,380	7380	1328.4	8,708
40	Labelling the trees	LS	20nos.	1	410	410	73.8	484
41	Stapu frame	sqft	2X10	20	224	4480	806.4	5,286
42	Gintara on Window/ Abacus	LS	3+3m	1	5,012	5012	902.16	5,914
43	Pipe Phone	LS	20m	1	713	713	128.34	841
44	Mazes	sqft	4X4X2	32	224	7168	1290.24	8,458
45	Play of Sunlight - light passing through grills forming shapes on wall /floor,	LS	20	1	4,550	4550	819	5,369
46	Tangram Tiles	LS	20	1	4,500	4500	810	5,310
47	Grid and Dot board on floor walls	sqft	4X4X2	32	236	7552	1359.36	8,911
48	Country Name, Flags and Currency	sqft	4X6	24	216	5184	933.12	6,117
49	Practice Board for writing/ having dotted letters on the board	sqft	4X3X4	48	224	10752	1935.36	12,687
50	Fraction Walls for understanding of fractions	sqft	5X5	25	212	5300	954	6,254
Total						249941	44989.38	294,930
51	Base line & End Line Survey (Optional item)	LS	LS	1	30,000	30000	5400	35,400

TOTAL VALUE: Rs. 2,94,930/- inclusive of taxes per school (Rupees Two Lakh Ninety-Four Thousand Nine Hundred Thirty only Inclusive of taxes)



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Annexure-III

Name of the Bank: _____

To

EdCIL (India) Limited, NOIDA

PERFORMANCE BANK GUARANTEE FORMAT

In consideration of the Chief General Manager, EdCIL acting through CMD, EdCIL (Designation & address of Contract Signing Authority), (hereinafter called "**EdCIL (India) Limited**") having agreed under the terms and conditions of agreement/ Contract Acceptance letter No. _____ dt _____ Made between _____ (Designation & address of contract signing Authority) and _____ (here in after called "the said Agency" for the work _____ (here in after called "the said agreement") having agreed for submission of a irrevocable Bank Guarantee Bond for ₹ _____ (₹ _____ only) as a performance security Guarantee from the Agency for compliance of his obligations in accordance with the terms & conditions in the said agreement.

1. We _____ (Indicate the name of the Bank) hereinafter referred to as the Bank, undertake to pay to the EdCIL (India) Limited an amount not exceeding ₹ _____ (₹ _____ only) on demand by EdCIL
2. We _____ (Indicate the name of the bank, further agree that (and promise) to pay the amounts due and payable under this guarantee without any demur merely on a demand from the EdCIL through the CGM, EdCIL or _____ (Designation & Address of contract signing authority), stating that the amount claimed is due by way of loss or damage caused to or would be caused or suffered by EdCIL by reason of any breach by the said Agency of any of the terms of conditions contained in the said agreement or by reason of the Agency failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding _____ ₹ _____ (₹ _____ only).
3. (A) We _____ (indicate the name of Bank) further undertake to pay to the EdCIL any money so demanded notwithstanding any dispute or dispute raised by the Agency in any suite or proceeding pending before any court or Tribunal relating to liability under this present being absolute and unequivocal.
 - a. The payment so made by us under this Performance Guarantee shall be a valid discharge of our liability for payment there under and the Agency shall



have no claim against us for making such payment.

4. We _____ (Indicate the name of bank) to further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of EdCIL under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged by _____

(Designation & Address of contract signing authority) on behalf of the EdCIL certify that the terms and conditions of the said agreement have been fully and properly carried out by the said Agency and accordingly discharges this guarantee.

- 5 (a) Notwithstanding anything to the contrary contained herein the liability of the bank under this guarantee will remain in force and effect until such time as this guarantee is discharged in writing by EdCIL or until (date of validity/ extended validity) whichever is earlier and no claim shall be valid under this guarantee unless notice in writing thereof is given by EdCIL within validity/ extended period of validity of guarantee from the date aforesaid.

- (b) Provided always that we _____ (indicate the name of the Bank) unconditionally undertakes to renew this guarantee or to extend the period of guarantee form year to year before the expiry of the period or the extended period of the guarantee, as the case shall be on being called upon to do so by the EdCIL If the guarantee is not renewed or the period extended on demand, we _____ (indicate the name of the Bank) shall pay the EdCIL the full amount of guarantee on demand and without demur.

6. We _____ (indicate the name of Bank) further agree with the EdCIL that the EdCIL shall have the fullest liberty without our consent and without effecting in any manner out of obligations hereunder to vary any of the terms and conditions of the said contract from time to time or to postpone for any time or from time to time any to the powers exercisable by the EdCIL against the said Agency and to forbear or enforce any of the terms and conditions of the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Agency for any bearance act or omission on the part of the EdCIL or any indulgence by the EdCIL (India) Limited to the said Agency for by any such matter or thing whatsoever under the law relating to sureties for the said reservation would relive us from the liability.

7. This guarantee will not be discharged by any change in the constitution of the Bank or the Agency.

8. We, _____ (indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the EdCIL in writing.

9. This guarantee shall be valid up to (Date of Completion plus Handholding Period). Unless extended on demand by EdCIL Notwithstanding anything to the contrary contained hereinbefore, our liability under this guarantee is restricted to Rs. (Rs. only) unless a demand under this



guarantee is made on us in writing on or before..... we shall
bedischarged from our liabilities under this guarantee thereafter.

Dated: the Day of For

(indicate the name of bank)

Signature of Banks Authorized official

Witness

(Name) _____

Designation with Code No. -----

1

Full Address-----

2.

