

To,
 STEM Learning Pvt. Ltd,
 Mumbai-400013

Subject: Work Order: Mini Science Centre for PTC India Technologies, in Pune Maharashtra

Towards improving the science laboratory infrastructure in **4 government schools of Pune Maharashtra**, Seva Sahayog Foundation will set up Mini Science Centre in the schools for facilitating hands-on learning for the students as a charitable initiative of the organization.

Your quotation invoice **dated 6th Feb 23**, has been considered for issuing this work order.

Budget

Budget for Establishing 4 Mini Science Centers

SR. NO	ITEM	DESCRIPTION	COST	NOS OF SCHOOLS	TOTAL Cost (1st Year)	Total Cost (2nd Year)
1	MINI SCIENCE CENTRE	80 MODELS + 80 USERS PLACARD+ 40 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL INCLUDES INSTALLATION, DELIVERY & 1st YEARS MAINTENANCE	₹ 3,36,300	4	₹ 13,45,200	0
2	MONITORING & EVALUATION	Total - 2 visits (baseline study and installation report)	₹ 41,300	4	₹ 1,65,200	0
3	Teachers Training	Training of Teachers	₹ 0	4	₹ 1,65,200	
4	Infrastructure Cost	PAINTING THE LAB WITH 3D ART AND PUTTING MATS ON THE FLOOR	₹ 2,36,000	4	₹ 9,44,000	0
5	Electrical board	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	₹ 47,200	4	₹ 1,88,800	0
6	Miscellaneous Cost	Inauguration and DIY activity	₹ 10,000	4	₹ 40,000	




Subtotal of 1ST YEAR (A)	₹ 6,70,800	4	₹ 26,83,200	₹ 2,05,200
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SR. NO	ITEM	DESCRIPTION	COST	NOS OF SCHOOLS	TOTAL
1	E-Learning Facility	78" IR IWB + CPU with i5, 8GB RAM, 512GB SSD + Dell wired Keyboard & Mouse + Short Throw Projector (XGA) + Projector Arm (Wall mount) + Wall mount Cabinet (CPU, keyboard & 1Kva UPS) + Soundbar (16W Bluetooth Soundbar for TV with Bluetooth/SD Card/Aux, PC, Projectors, Tablets, Laptops) + 1 KVA UPS (1100VA/660W UPS System for Personal Computers, Home Entertainment Network, Gaming Consoles) + Inverter with Battery (850 Pure Sine Wave Inverter with 120 Ah Recyclable Tubular Battery)	₹ 1,64,675	4	₹ 6,58,700
		Total			₹ 6,58,700

1 SCOPE OF WORK: -

1.1 For the purposes of this work order, STEM Learning Pvt. Ltd. hereby guarantees the correct and complete performance of all its obligations and responsibilities under or in connection with this work order and agrees to execute the Project in accordance with the Scope of Work and the Project Implementation Plan as set out in the Schedule of this work order with due diligence, efficiency and with due regard to the judicious use of funds.

2 AMOUNT: -

2.1 Seva Sahayog Foundation hereby agrees to release the pay Amount as detailed in Schedule I, up to a sum of **Rs. 33,41,900/- in the first year (FY 2022-23), and Rs. 2,05,200 in the second year (FY 23-24)** pursuant to the terms and conditions contained in this work order and Schedules thereof. Seva Sahayog Foundation shall not be responsible or provide additional funds in respect of work done or undertaken outside the scope of work or time schedule plan.



2.2 The Amount will be disbursed in installments as per the **disbursement schedule provided in Schedule I**. Such disbursements will be linked to progress of the Project and the utilization (as per the Project Proposal) of funds already released. Seva Sahayog Foundation reserves the option to revise the installment amount/intervals if the performance requirements are not met by STEM Learning Pvt. Ltd.

2.3 STEM Learning Pvt. Ltd. shall not make any variations in the Project Implementation Plan detailed in the Schedule I, unless mutually agreed in writing.

2.4 STEM Learning Pvt. Ltd. agrees and undertakes that the Amount shall be used by STEM Learning Pvt. Ltd. solely for the implementation of the Project and shall not be used for payment of any outstanding loan or debt due to any other person.

2.5 Except for the amounts as stated under Schedule I, Seva Sahayog Foundation shall not be liable to make any other payments whatsoever, to STEM Learning Pvt. Ltd.

2.6 Amount shall be disbursed by Seva Sahayog Foundation as per the disbursement schedule only if Seva Sahayog Foundation is satisfied with the progress of implementation of the Project as per the implementation milestones defined in Schedule I. In the event the implementation of the Project is not as per the scope of work and targets or in the event of non-performance or breach of any of the terms and conditions of this work order, Seva Sahayog Foundation shall reserve the right to withhold or reduce the installment amount or stop further disbursements to STEM Learning Pvt. Ltd. Release of the installment amount shall be made upon remedying of the unsatisfactory work and on resolution of the outstanding queries by STEM Learning Pvt. Ltd. to the satisfaction of Seva Sahayog Foundation.

2.7 Any unspent or unutilized amount, disbursed earlier by Seva Sahayog Foundation for the Project to STEM Learning Pvt. Ltd., shall on completion of the Project, be refunded to Seva Sahayog Foundation within 30 days of the completion of the project or termination of the work order, whichever is applicable.

3 Roles And Responsibilities

3.1 STEM Learning Pvt. Ltd. shall comply with all the terms, conditions, and obligations set out in this work order.

3.2 STEM Learning Pvt. Ltd. represents and warrants that STEM Learning Pvt. Ltd. shall comply and implement the Project as per the Project Implementation Plan and Scope of Work detailed in the Schedules appended hereto.

3.3 STEM Learning Pvt. Ltd. represents that the information given in the Project Proposal and Schedules and any prior or subsequent information or explanation furnished by STEM Learning Pvt. Ltd. to Seva Sahayog Foundation are true, bona fide, and accurate in all material respects.



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MUMBAI

3.4 STEM Learning Pvt. Ltd. represents that it is duly incorporated and validly existing under the Laws of India and is in compliance with all applicable laws and possesses all statutory approvals and compliances for the execution of this work order and implementation of the Project. STEM Learning Pvt. Ltd. further represents that there are no actions, suits, or, proceedings pending or threatened against it.

3.5

3.6 STEM Learning Pvt. Ltd. shall ensure that it does not violate any covenants, conditions, and stipulations of any of its existing work order and shall at all times abide by all the terms and conditions of this work order.

3.7 STEM Learning Pvt. Ltd. represents that it has the necessary infrastructure, experience, resource, technical expertise inputs, and instruments required for implementing the Project;

3.8 STEM Learning Pvt. Ltd. shall be responsible to perform the Project with the best care, skill, and diligence in accordance with best practice in the relevant industry, profession, or trade.

3.9 STEM Learning Pvt. Ltd. agrees to notify Seva Sahayog Foundation immediately in writing if, at any time, it becomes aware that any of the representations or warranties set out in this work order is no longer correct or of any circumstance or event which would or is likely to have a material adverse effect on the Project or of any material loss or damage which STEM Learning Pvt. Ltd. may suffer due to any event, circumstances or act of God.

4 **INDEMNITY:-**

4.1.1 STEM Learning Pvt. Ltd. shall indemnify, protect and save Seva Sahayog Foundation and hold Seva Sahayog Foundation harmless from and against all claims, losses, costs, damages, expenses, action suits, and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of STEM Learning Pvt. Ltd. and its employees and representatives, breach of the terms and conditions of this work order, false statement by STEM Learning Pvt. Ltd., employment claims of employees of STEM Learning Pvt. Ltd., third party claims arising due to infringement of Intellectual Property Rights, death or personal injury attributable to acts or omission of STEM Learning Pvt. Ltd., violation of statutory and regulatory provisions including labor laws, breach of confidentiality obligations or breach of representations and/or warranty.

4.2 **Termination:-**

4.2.1 Seva Sahayog Foundation reserves the right to terminate this work order after serving a notice of 10 days without cause by giving an advance notice in writing to STEM Learning Pvt. Ltd. During such notice period, this work order shall continue to subsist and both Parties shall continue to abide by the terms laid down in this work order.



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This work order stands canceled ab initio in case of the donor terminates the project.

Disputes:-

This work order shall be governed in all respects by the laws of India and in case of any dispute arising out of the terms of this work order and related documentation, the parties submit to the exclusive jurisdiction of the courts of Mumbai, India. Nothing in this Agreement shall prevent either party from taking such action as it deems appropriate including any application to a relevant court for injunctive or other emergency or interim relief in relation to its intellectual property rights and Confidential Information.

Schedule I

(Work Schedule & Payment Schedule)

Work Schedule:-

Sr	Particulars / Details	Expected End Date
1	Collecting list & Permission from District officers of Schools & Inspection & Visiting those schools & freezing the last 4 schools for project and painting of walls	25-02-2023
2	Set-Up Of Platforms & Electric Connections	05-03-2023
3	Delivering Materials in Schools & Set-Up of Lab	15-03-2023
4	Inauguration & FTTP & Monitoring of Lab to see whether work is accomplished & Base Line	20-03-2023
5	Quarter progress report Q1	March - April 2023
6	DIY Activities & Maintenance	June - July 2023
7	Teachers Training (RTTP)	August 2023
8	Annual Reports & End Line Report	20-03-2024

Amount to be disbursed

Sr	Particular	Amount (INR)
1	Payment to be done to STEM in FY 2022-2023	33,41,900
2	Payment to be done to STEM in FY 2023-2024	2,05,200
	Total	35,47,100

Payment Schedule within 15 days of the milestones/deliverables:-



Sr	Milestones/deliverables	OF Financial Year	The proportion of Payment of % to be released	Rupees	Milestone Date
1	Finalizing the List of Schools & Along with the WO & Signing of MOU	2022-2023	80% of year 1	26,73,520	24-02-2023
2	Set-Up of Lab & Quarter progress report, Set-Up of Platforms & Electric Connections & Delivering Materials to Schools, and completing setup of MSC	2022-2023	20% of year 1	6,68,380	20-03-2023
3	DIY activities, FTTP, and Maintenance	2023-2024	70% of year 2	1,43,640	July 2023
4	RTTP & All Reports	2023-2024	30% of year 2	61,560	March 2024
Total Amount					

For Seva Sahayog Foundation

 Project Manager
 (Abhinandan Sah)



For STEM Learning Pvt. Ltd.

 Received & Accepted

