

MODEL ECONOMIC TOWNSHIP LIMITED

CIN - U70109HR2006PLC036416

3rd Floor, 77-B, IFFCO Road,

Sector-18, Gurgaon-122015, HARYANA, INDIA

Telephone : 91-0124 -4827369

Fax : 91-0124 -4827337 Email: Amit.Ku.Garg@ril.com

S.G.LK

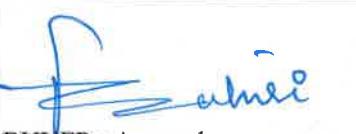
Model Economic
Township Limited**WORK ORDER**

To 3359169 STEM LEARNING PRIVATE LTD ICON 1205, MARATHON NEXTGEN CAMPUS, OPP. G.K.MARG, LOWER PAREL(W) MUMBAI MAHARASHTRA Pin Code: 400013 INDIA	Work Order No. : RW1/230172357
	Date : 18.01.2024
Phone : Fax : E-Mail : SADANAND.SHETTY@STEMLEARNING.IN Attention : SADANAND SHETTY	Contractor's Quot. Ref : Date : Our Ref : GSTN Of Biller : 27AAQCS0110G1ZL Bill From State : Maharashtra Bill From : 3359169

This WORK ORDER, the SPECIAL CONDITIONS OF CONTRACT, the GENERAL CONDITIONS OF CONTRACT, the annexures enclosed to each of the foregoing, including any other document forming part of CONTRACT DOCUMENTS contain all the express terms and conditions of contract of supply of SERVICES ordered pursuant to this WORK ORDER and confirms and supersedes the LETTER OF COMMITMENT (if any) issued by COMPANY. CONTRACTOR agrees to supply the SERVICES, including all DELIVERABLES in full accordance with the foregoing terms and conditions. Capitalized terms used in this WORK ORDER but not defined in the WORK ORDER shall have the meaning ascribed to such terms in the foregoing SPECIAL CONDITIONS OF CONTRACT and GENERAL CONDITIONS OF CONTRACT. CONTRACTOR shall sign and return this WORK ORDER acknowledging the acceptance of this WORK ORDER within three (3) days of receipt at the communication address mentioned in this WORK ORDER. If acknowledgement is not received within three (3) days, this WORK ORDER will be deemed accepted by the CONTRACTOR. No other form of acceptance shall be binding on the PARTIES. For all future correspondence please quote this WORK ORDER NUMBER.

WO Period From DT : 01.01.2024 To DT : 31.12.2024	Value of Work IGST	INR 2,040,000.00 INR 367,200.00
--	-----------------------	------------------------------------

Delivery Terms : N/A MET1_Site_Dadri_Toi_Jhajja Engineer in Charge :	TOTAL ORDER VALUE Value in Words : (Rs. Twenty Four Lakh Seven Thousand Two Hundred only) For other details, please refer line items.	INR 2,407,200.00
---	--	------------------

 BUYER : Agrawal	for MODEL ECONOMIC TOWNSHIP LIMITED  Authorised Signatory	CONTRACTOR'S Acceptance Signature Title Date
--	--	---

WORK ORDER

W.O.Number RW1 / 230172357 Dt.18.01.2024

Page No: 1

No	Item Code	Material/Work Description	Quantity	UOM	Price Details	Unit Rate	Amount (INR)
1	Setting Up 5 STEM - Mini Science Centers	1	AU	Value of Work IGST		18.00 INR/AU %	2,040,000.00 367,200.00

The item covers the following work :

10 3181748 ONE TIME SETUP FEE
PREPARATION, CONFIGURATION, CUSTOMISATION OF TEST SETUP,##ALSO INCLUDES TRAINING TO RELIANCE PERSONNEL AT MUMBAI,##CONDUCTING OF INTERNAL EXAMINATIONS##

20 3178517 WORKSHOP CUM TRAINING PROGRAM
Workshop cum training program on Advances in Processing of Heavy & Non-conventional crude oils at IIP Dehrudun for 2 days duration

30 3321352 HIR-PROJ. MONITORING,EXPEDITING SUPP.SER
Project monitoring and expediting support services####Planning, scheduling, progress monitoring of expenditure & execution activities,##mat. reconciliation, closure of open commitments, publishing daily/weekly/monthly ##progress reports, expediting materials and services, budget monitoring, expediting ##closeout of completed CAPEXes and MOCs.##

40 3234071 FLUENT SETUP SUPPORT
Fluent server Hardware, Software and License support
Hardware Maintenance Onsite Support
Hardware Problem Diagnosis & Onsite Support
Parts and Material in the scope of vendor.
Software Technical Unlimited Support
SW Technical & Electronic Support
Software Updates Service
License to Use & SW Updates
HP Recommended SW & Doc Upd Method

WORK ORDER

W.O.Number RW1 / 230172357 Dt.18.01.2024

Page No: 2

Total Value of Work	INR
2,040,000.00	
Total IGST	INR
367,200.00	

Total Order Value:	INR	2,407,200.00
--------------------	-----	--------------

Terms of payment :**Pro-rata payment (s) shall be made within 30 days from the date of Invoice/Despatch.****Vendor Bank Details:**

Bank Account No. : 032305003239

Bank Name : ICICI BANK LTD

City : MUMBAI

Liquidated Damages :

LD DETAILS - AS PER ANNEXURE

Note(S): 1. It is essential that the Contractor shall mention ItemNo. & Item code along with corresponding Material/Work Description and W.O.No. as mentioned above, in the Delivery challan (On-Shore Order), Measurement sheet and invoice for ease of material Inwarding, Certification of work and Bill Processing. Failure to do so may be the grounds for the rejections(s) or delay in release of payment(s).

PLANT REGISTRATION NO. : 06AADCR4037Q1Z0

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

This Agreement is entered into by and between

Model Economic Township Limited, a company incorporated under the Companies Act, 1956 having its registered office at 3rd Floor, 77-B, IFFCO Road, Sector-18, Gurugram - 122015 (Haryana), (hereinafter referred to as "METL" or "BUYER" or "Owner"), which expression shall, unless repugnant to the meaning and context hereof, be deemed to include its successors and permitted assigns, of the First Part,

AND

STEM LEARNING PRIVATE LTD, having its office at ICON 1205, MARATHON NEXTGEN, CAMPUS, OPP. G.K.MARG, LOWER PAREL(W), MUMBAI, 400013, Maharashtra (hereinafter referred to as "Service Provider" or "Supplier" or "Seller"), which expression shall, unless repugnant to the meaning or context hereof, be deemed to include its successors and permitted assigns) as Second Part,

Scope:-

Setting Up 5 STEM - Mini Science Centers in Government Schools of MET Area

STEM education focuses on building habits that will help children throughout their lives, from critical thinking skills, problem-solving and creative thinking to computation and interpersonal skills. They learn how to apply all of these to their daily life for building a better world around them.

STEM Meaning #

STEM learning conceptualize with an aim to empower children from

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

rural and semi urban communities with the basic concepts of STEM (Science, Technology, Engineering and Mathematics)

1. General

1.1 This WORK ORDER is subject to the following instructions, terms and conditions and by accepting this WORK ORDER or any part thereof, the SERVICE PROVIDER agrees to carry out work upon the said instructions, terms and conditions which shall override any other written or oral instructions, offers, discussions, terms and conditions proposed by SERVICE PROVIDER unless they may have been expressly included in this WORK ORDER.

1.2 The term SERVICE PROVIDER as used herein shall encompass such terms as VENDOR, Supplier, Manufacturer, Contractor, Agency, Bidder or Sub contractor, as used in documents referenced herein or attached hereto.

1.3 The term OWNER as used herein shall encompass such terms as "MET" or "Model Economic Township Ltd", "Customer" or "Company" as used in documents referenced herein or attached hereto.

1.4 WORK ORDER shall mean this WORK ORDER and amendments thereof and the drawings, specifications and other documents / papers referred to therein.

1.5 SITE shall mean the OWNER's Site as defined elsewhere in this PURCHASE ORDER.

1.6 EIC shall mean Detailed Engineering in charge appointed by the OWNER.

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

- 2) Price: The price will remain firm till completion of work. The rates/ prices are inclusive of all the taxes, duties and statutory liabilities as applicable.
- 3) Tax Liability: The Contract Value for the Work / Works / Supplies to be undertaken by the Service Provider under this Contract / Agreement, shall be inclusive of all applicable taxes, duties, levies & statutory liabilities.
- 4) CONTRACT PERIOD: As per Work order
- 5) APPLICABILITY OF RATES: The prices/rates/cost and terms applicable under the WORK ORDER shall be applicable at par to METL's associate companies / group companies / nominee companies.
- 6) COST ESCALATION:
The cost agreed shall remain firm during the Contract Period of WORK ORDER, therefore, under no circumstances any escalation in cost on any account shall be entertained by METL.
- 7) SCOPE and PAYMENT TERMS:

The SERVICE PROVIDER will setup 5 mini Science Center in 5 Government Sr. Sec. School of METL operational Area & also provide Training to teachers, monitoring & evaluation of scheme & setting up of Infrastructure.

The SERVICE PROVIDER will raise invoice for the actual work done. The invoice shall be validated by METL's Engineer-in-Charge (and

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

the payment will be released within Thirty (30) days from the date of submission of such invoice.

The SERVICE PROVIDER shall comply with all laws as may be applicable to the SERVICE PROVIDER from time to time. In case of non-compliance of the WORK ORDER, METL can withhold payment under the invoice until all compliances are met and duly certified by METL's EIC.

7.1 Invoice address and delivery of Invoice

Invoice Address:

Model Economic Township Limited
3rd Floor, 77B, Sector-18, IFFCO Road,
Gurugram, Haryana-122015

Invoice should be delivered to:

Model Economic Township Limited
3rd Floor, 77B, Sector-18, IFFCO Road,
Gurugram, Haryana-122015

8) Validity of Contract:-

=====

The contract shall valid for setup 5 Stem- Mini Science Center from period of 11.01.2024 to 31.03.2024.

9) Instructions for Regular Assignment:-

=====

The SERVICE PROVIDER shall not make any assignment or transfer of this WORK ORDER unless otherwise approved by METL by a

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

written confirmation. METL may assign or transfer the WORK ORDER, to any person, or its affiliates or associate companies without being required to take any consent of the SERVICE PROVIDER. You shall carry out the entire job strictly as per the instructions and directions of MET Engineer In-charge.

10) Payment Terms:-

=====

Payment shall be made on monthly basis. Payment shall be made within 30 days from date of receipt of correct/complete invoice along with all the required documents & duly certified by Engineer-In-charge, MET.

Please mention the Work Order number on all your invoices and communication related to this Order, failing which the bill shall not be processed.

Invoice no, Invoice Date, PAN no, Goods and Service tax reg no, SAC code, must be clearly indicated on the invoice.

Please note that payment will be released only after certification of various compliances, like insurance, deposit of PF and ESI Contribution, filing of hard copy of return etc. as applicable.

All invoices shall be submitted to:

Model Economic Township Ltd
3rd Floor, 77-B, IFFCO Road,
SECTOR -18, Gurugram HARYANA.

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

11) Contractual Obligations:-

=====

Contractor's Services shall be delivered at the locations mentioned in this work order.

The Contractor will provide Owner the list of key Persons with their Mobile and telephone/ fax nos.

12) Dispute Settlement:-

=====

12.1 Contractor shall not be entitled to make any claim and METL shall not be liable to the Contractor or its Sub-Contractor whether in tort (including negligence) or contractually or otherwise except as specifically provided in this Contract.

12.2 In case of dispute or difference whatsoever arising between the parties out of or in relation to operating or effect of the Agreement or validity or breach thereof including nullity of Agreement, Parties shall make good faith efforts to amicably resolve such disputes.

12.3 Any claim arising out of or attributable to the interpretation or performance of this Agreement which cannot be resolved amicably or by negotiation shall be considered a dispute within the meaning of this Section.

12.4 If for any reason METL and Contractor are unable to resolve a claim for an adjustment, Contractor shall notify METL in writing that a dispute exists and request a final determination by METL. Any such request by Contractor shall be clearly identified by

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

reference to this Clause and shall summarize the facts in dispute and Contractor's proposal for resolution.

12.5 METL shall endeavor, within thirty (30) days of receipt of any request by Contractor, to provide the Contractor with a written final determination setting forth the Contractual basis for its decision and defining what Contract adjustments it considers equitable. Upon Contractor's written acceptance of METL's determination, the Contract will be modified and the determination implemented accordingly or, failing agreement, METL may in its sole discretion pay such amounts and/or revise the time for performance of the Work in accordance with METL's final determination. If METL's final determination is not accepted by Contractor, it shall, within thirty (30) calendar days, submit to Owner a memorandum stating the issues in dispute.

12.6 METL and Contractor will meet for negotiation at a mutually agreed time and place. The parties shall endeavor to settle the claim through discussions between METL's duly appointed representative and Contractor's duly appointed representative. If the matter is not resolved within fifteen (15) calendar days of the commencement of such negotiation, the parties agree to consider resolution of the dispute through some form of Alternative Dispute Resolution (ADR) process which is mutually acceptable to the parties.

12.7 Should the parties agree to pursue an ADR or any other conciliation process each party will be responsible for its own expenses incurred to resolve the dispute during the ADR or conciliation process. If the parties do not agree to an ADR /

conciliation process or are unable to resolve the dispute through ADR / Conciliation, then the parties shall resolve the matter exclusively by arbitration as set out below.

12.8 If any dispute or difference arises out of or relates to this Agreement whether during the progress of any Work or after its completion or whether before or after the termination, expiry, abandonment or breach of the Contract, and such dispute or difference cannot be resolved by the Parties as set forth in Clause 12.3 to 12.7 above, either party shall, within thirty (30) calendar days from the occurrence or failure to reach agreement, may give the other notice in writing of the existence of such dispute, specifying its nature and the point at issue. The notice shall also include a detailed description of the facts of the dispute with relevant dates, names of personnel involved, references to relevant documentation (with copies attached), the pertinent Contract/SOW/GTC provision(s) and a statement of contentions and conclusions and the parties shall proceed to resolve such matter by arbitration.

12.9 The arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996 and the rules thereunder and any statutory modification thereof, by the Sole Arbitrator jointly appointed. The arbitration proceedings shall be held in Gurugram, India. The arbitration proceedings shall be conducted in the English language. The decision of the arbitrator(s) shall be final and binding on the parties to the dispute.

12.10 The cost of arbitration shall be borne by the Party whose contention was not upheld by the arbitration Tribunal.

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

12.11 Notwithstanding the existence of any dispute in relation to the Agreement/Contract referred to Arbitration, the Contractor shall not stop the performance of the work under this Contract and the work shall continue regardless of whether the arbitration proceedings have commenced or not.

13) Secrecy:-

=====

The Contractor shall maintain strict secrecy and shall not divulge to any third party any information, document, letter, data, etc. If any point of time, the Contractor is found to be engaged in such practice, this agreement will be terminated immediately.

14) Jurisdiction:-

=====

The Agreement shall in all respect be construed and operated as an Indian contract in conformity with the laws of India and shall be subject to exclusive jurisdiction of Gurugram Courts only.

15) Labour Law Compliance:-

=====

15.1 Contractor shall observe all applicable labour laws namely PF, ESIC, Minimum Wage Act, workman compensation Act, Contractual (R&A) Act etc. as may be applicable to him from time to time. In case of any complaint received from any of such authorities, regarding non-compliance of any of the statutory provision and any liability incurred thereon, it shall be the responsibility of the Contractor to reimburse MET all the expenses incurred by it in respect thereof.

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

15.2 The Contractor shall not deploy minor workers at any work site of MET.

15.3 The Contractor shall take all measures to ensure safety of the workmen at the work site (s), under the Acts as are applicable to him in relation to work at MET sites.

16) Termination of Contract:-

=====

Either party may terminate this WORK ORDER by giving thirty (30) days' notice in writing to other party. However, METL reserves the right to terminate this WORK ORDER by giving (1) one day written notice to the SERVICE PROVIDER, where the SERVICE PROVIDER or its Representatives:

- i. are in breach of any regulatory/statutory requirements and/ or;
- ii. commit a breach of any term/condition under the WORK ORDER and/or;
- iii. are found to be involved in any unlawful activity(s) during the Contract Period or any acts of indiscipline, misbehaviour, negligence, or any other acts/omissions which METL finds sufficient to immediately terminate the WORK ORDER.

16.2 Upon termination under this clause, the SERVICE PROVIDER shall be paid by METL only for services provided upto the date of termination of this WORK ORDER.

17) Indemnity:-

WORK ORDER

Number : RW1/230172357

Date 18.01.2024

=====

Notwithstanding anything contained herein, METL shall not be responsible or liable in any manner whatsoever for any claims, suits, liabilities, costs, damages, losses and expenses incurred or suffered by Contractor, its agents, personnel, sub-Contractors and representatives, including in respect of any injury, death, damage to or loss of its and their or any third party's personnel, employees, equipment, material or property, as the case may be, arising or resulting from, or occasioned by or in connection with any of the Work envisaged hereto, including the performance of work by the Contractor or METL or any of their personnel, sub-Contractors, employees and agents.

Supplier shall indemnify and hold harmless METL, its personnel and agents from and against any and all suits, claims, liabilities, costs, damages, losses and expenses (including legal fees and expenses) of every kind and nature, with respect to :

- i) Damage of or loss to (a) Work prior to issuance of the Completion Certificate; (b) Work after the issuance of Completion Certificate to the extent they are under the Contractor's care or control (c) any Free Issue Materials from the date of delivery to the Contractor until issuance of Completion Certificate and thereafter to the extent they are under Contractor's care or control;
- ii) Injury to or illness or death of any personnel, employee, Contractor, agent of the Owner or Contractor or any third party;
- iii) Damage to or loss of equipment and / or property, equipment, tools, aids, materials, spares of any personnel, employee, Contractor, agent of METL or Contractor or any third party;
- iv) Loss of equipment and / or property, equipment, tools, aids,

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

materials, spares by theft, pilferage, mis-appropriation or any other risk of loss of property of the Owner.

v) Environmental damage occurring at the Site or at the premises of the Contractor or pollution emanating from the property or equipment of the Contractor, its agents, Sub-Contractors to the extent they arise or result from, or are occasioned by or in connection with any of the works envisaged hereto, including the performance of work by Contractor, or any other act or omission, by the Contractor or third parties, and any of their personnel, sub-Contractors, employees and agents.

Supplier shall indemnify and hold harmless METL and every member, officer and employee of the Owner, including the In-charge Administration against all actions, proceedings, claims demands, costs and expenses whatsoever arising out of or in connection with any breach of any applicable law by Contractor, its employees, Sub-Contractors, agents, representatives, personnel or any other persons for whose action it is liable.

In the event METL is required by a court of law to pay any amount in respect of any claims or demands as aforesaid the amount paid and costs incurred by Owner shall be reimbursed by Contractor to METL or, alternatively, be deducted by METL from any sum due or thereafter becoming due to Contractor from METL under the Contract, at METL's discretion. Contractor shall not be entitled to dispute or question payments of any such amount by METL notwithstanding such payment being made without its consent or authority.

Notwithstanding anything contained in the Contract, Contractor is and shall remain solely and exclusively liable and responsible

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

for:

- i) Any liability, claim for damages or compensation, or any other action arising out of any accident, mishap arising from any negligent act or omission of Contractor, sub-Contractors, its or their personnel, agents or representatives.
- ii) Compliance with health, safety and environment procedures and norms prescribed by competent authorities and METL from time to time.
- iii) And Contractor shall indemnify and hold harmless the Owner from and against any liabilities of whatsoever nature arising out of a breach of any of the obligations set out in this Clause during the performance of work.

If METL is required by a court of law to pay compensation to any personnel employed and deputed by the Contractor under the provisions of the Workmen's Compensation Act, 1923, in particular under Section 12(i) thereof, METL shall be reimbursed by Contractor such amount or, alternatively, METL may deduct such amount from any sum due or thereafter becoming due to Contractor from METL under the Contract or otherwise including from the retention money. METL shall not be obliged to contest any claim made against it under the under Sub-section 2 of Section 12 of the Workmen's Compensation Act, 1923, except on written request by the Contractor and upon provision of full security by the Contractor for all costs which METL may become liable to pay as a consequence of contesting such claim.

18) Force Majeure:-

18.1 Force Majeure Event shall mean any unforeseeable act or event that prevents the affected party from performing its obligations under the Contract or complying with any conditions required by the other party under the Contract and such act or event is beyond the reasonable control and not because of any fault of the affected party and such party has been unable to avoid such an act or event by the exercise of prudent foresight and due diligence.

Without prejudice to the foregoing, the occurrence of any of the events shall also be deemed to be a Force Majeure Event:

- (a) War and other hostilities (whether war to be declared or not), invasion, act of foreign enemies, mobilization, requisition or embargo that directly impacts the execution of the Works by the Contractor
- (b) Rebellion, revolution, insurrection, military or usurped power and civil war that directly impacts the execution of the Works by the Contractor
- (c) Riot, civil commotion, terrorism or disorder that directly impacts the execution of the Works by the Contractor
- (d) Pestilence, epidemics, inclement weather causing floods or lightning or cyclone, typhoon or earthquake and which directly impacts the execution of the Works by the Contractor

18.2 Exclusion from Force Majeure

18.2.1 The following events are explicitly excluded from and do not constitute a Force Majeure Event and are solely the

responsibility of the affected party:

- (a) Strikes, collective bargaining agreements of either party resulting in delay in the execution of the Works or stoppage of Works; or
- (b) Labor disputes of any kind; or
- (c) Economic hardship; or
- (d) Any act, event, or occurrence listed above or asserted as a Force Majeure Event that results materially from the negligence or intentional acts of the affected party

18.3.1 Consequences of Force Majeure

18.3.1 Neither Party shall be considered to be in default or breach of its obligations under this Agreement to the extent that the performance of such obligations is prevented due to a Force Majeure Event

19) PREVENTION OF CORRUPTION:-

=====

Contractor certifies that neither it, nor its Affiliates, and to the best of its knowledge, none of its employees, representatives, or agents, has made, offered to make or agreed to make any loan, gift, donation or other payment, directly or indirectly, whether in cash or in kind, to or for the personal benefit of the employees of METL or its Affiliates or any other person or third party by whatsoever name called to obtain or in connection with execution or performance of the Agreement. Contractor further, confirms that if it learns of or has reason to know of any such payment, offer or agreement to make a payment to any of the

WORK ORDER

Number : RW1/230172357

Date 18.01.2024

above-mentioned persons or entities to obtain or in connection with execution or performance of the Agreement, it will immediately inform Owner in writing communicating all information in respect of the above within the knowledge or possession of the Contractor.

Without prejudice to Contractor's obligations under this clause, Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of METL any consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement with Contractor, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement.

Contractor shall not enter into this Agreement if in connection with it, commission has been paid or is agreed to be paid to any employee or representative of METL by Contractor or on Contractor's behalf, unless before this Agreement is made, particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the METL.

Where Contractor or Contractor's employees, servants, Sub-Sellers, suppliers or agents or anyone acting on Contractor's behalf, engages in conduct prohibited by this clause in relation to this Agreement with METL, METL has the right, without prejudice to any other rights or remedies available at law, to:

WORK ORDER

Number : RW1/230172357
Date 18.01.2024

- a) terminate the Agreement and recover from Contractor the amount of any loss suffered by METL resulting from the termination;
- b) Recover in full from Contractor any other loss sustained by METL in consequence of any breach of this clause, whether or not the Agreement has been terminated.

20.0 OTHER TERMS & CONDITION:-

=====

All disputes will be subject to Gurugram Jurisdiction.

21.0 CONTACT PERSON:-

=====

You may please contact Mr Lokesh Kapse (M-7869917110) for any further clarification.

22.0 NOTE:-

=====

Kindly sign the copy of this order as a token of acceptance of the Terms & Conditions.