

W.O. No - Ambuja Foundation/RJP/HRDP/2024-25/002

26th October, 2024

To,

M/s STEM Learning Pvt. Ltd.

Icon 1205, Marathon Nextgen Campus, Opposite G. K. Marg,
Lower Parel West, Mumbai, Maharashtra – 400013.

Sub: Work Order for setting up of 03 Mini Science Centers (MSC) –at Rajpura, Punjab.

With reference to your cost proposal 01st Oct, 2024, we are pleased to award you the Work Oder (WO) for setting up Mini Science Centers (MSC) at Govt. Sr. Sec. School Chalela, Govt. Sr. Sec. School Jhansla, Govt. Sr. Sec. School Ghagar Sarai at Rajpura, location on the following details & cost.

SR.NO	ITEM	DESCRIPTION	Unit COST	NOS OF SCHOOLS	TOTAL
1	MINI SCIENCE CENTRE SET UP	80 MODELS + 80 USERS PLACARD + 37 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL + 1 GATE BANNER INCLUDES INSTALLATION & DELIVERY	305250	3	9,15,750
		TAXES @ 18%	54945	3	164835
		TOTAL	3,60,195	3	10,80,585
2	TRAINING OF TEACHERS (TTP)	TEACHERS TRAINING PROGRAMME -2 (FRESHER TEACHERS TRAINING PROGRAMME - FTTP & REFRESHERS TEACHERS TRAINING PROGRAMME - RTTP)	40,000	3	1,20,000
		TAXES @18%	7200	3	21600
		TOTAL	47,200	3	1,41,600
3	MONITORING & EVALUATION	TOTAL - 2 VISITS IN INDIVIDUAL SCHOOLS TO CONDUCT BASELINE & ENDLINE SURVEY	40,000	3	1,20,000

		TAXES @ 18%	7200	3	21600
		TOTAL	47,200	3	1,41,600
4	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	40,000	3	1,20,000
		TAXES @18%	7,200	3	21,600
		TOTAL	47,200	3	1,41,600
5	ANNUAL MAINTENANCE CONTRACT	CLEANING SERVICING & IF REPLACEMENT (if any) Free for first year	0	0	0
NET BASE COST FOR PER SCHOOLS (1+2+3+4)			4,25,250	3	12,75,750
GST@18%			76,545	3	2,29,635
TOTAL COST INCLUDING GST			5,01,795	3	15,05,385

Work Order Total Value : **Rs.15, 05,385/-**

Commencement of the work : **04th November, 2024**

Completion of the work : **15th December, 2024**

Terms and conditions: As per Attached **Annexure –I**

For Ambuja Foundation

Sanctioning Authority

Annexure –I

Terms and Conditions

STEM Learning Pvt. Ltd will ensure the following process during the project cycle of STEM learning at the Rajpura, Punjab.

1. INFRASTRUCTURE SET UP AT & MSE AT SCHOOL:

STEM Learning Pvt. Ltd will ensure in providing quality teaching aids to improve teaching pedagogy for students from less privileged section of society in the above said location with set up of platforms & electric connections

Setting up the required infrastructure for establishing 80 table top working models with 80 USERS PLACARD, 40 COLOURFUL BACKGROUNDS, 1 SAFETY PLACARD and 1 TEACHERS MANUAL INCLUDES INSTALLATION at specified school at the time of delivery.

2. TEACHERS TRAINING- HANDHOLDING SUPPORT TO TEACHERS

Once established the 80 models MSE at respective school level, team of experts from STEM Learning Pvt. Ltd will ensure detailed training - one physical and two virtual training to science and math teachers. During this training, all models will be explained to subject experts and teacher's manual will be shared. Two virtual training will be conducted on timely manner- quarterly or as per decided in the first training with due concert with teachers.

3. MONITORING & EVALUATION

Monitoring & Evaluation will be carried out by STEM Learning Pvt. Ltd experts on timely manner and need to submit the reports to school heads and Ambuja Foundation, locations for further inputs / insights of the program. All stakeholder's view /inputs will be taken care by STEM Learning Pvt. Ltd during M&E of the MSE process like Head Masters/teachers/students and SMC members. First year at least two visits will be conducted for M&E.

4. ANNUAL MAINTENANCE CONTRACT (AMC)

AMC will be taken care by STEM team throughout the project cycle i.e one year from the establishment of MSE at school. It includes CLEANING SERVICING & IF REPLACEMENT of models (if any).

5. BRANDING:

STEM Learning Pvt. Ltd ensures long term branding initiating with installation at the school and will carry updates on its various social media platforms, more so the MSC becomes a permanent fixture in the school premises ensuring long term visibility and branding with due consent from Ambuja Foundation's communication desk.

6. RELATIONSHIP

Except as specifically set forth herein, nothing contained in this WO shall be construed as contract of employment, or fiduciary relationship or partnership among the parties. Except as may be otherwise agreed in writing, the relation between the Parties hereto shall be on principal-to-principal basis and nothing herein shall be construed to create the relationship of principal and agent or employer and employee or partnership or joint venture or otherwise, between them. This document does not authorize parties to assume, create or undertake any obligation of any kind expressed or implied, on behalf of or in the name of any of the other party without express, written consent. STEM Learning Pvt. Ltd. Shall not have any right or authority to accept any service of process or to receive any notices on behalf of the Foundation or to enter into any commitments, undertakings or agreements purporting to obligate the Foundation in any way, or to amend, modify or vary any existing agreements to which the Foundation is or shall be a party.

7. COMPLIANCE WITH LOCAL LAWS

STEM Learning Pvt.Ltd., will be responsible for legal and statutory compliance with local laws, taxation and any other business of other laws or any other country to which The STEM Learning Pvt. Ltd may be deputed. STEM Learning Pvt. Ltd., will indemnify the Foundation all costs, including penalties and legal expenses and fees that the Foundation may incur as a result of non-compliance with any laws or acts as applicable to an independent contractor/entity.

8. TAXES AND INSURANCE

(a) Taxes – The Foundation shall not be responsible for withholding any kind of taxes based on income of the STEM Learning Pvt. Ltd. STEM Learning Pvt. Ltd shall be responsible for charging in the invoice and payment of any indirect taxes after recovery from the Foundation as required by Regulations.

(b) Insurance – The STEM Learning Pvt. Ltd shall be solely responsible for taking out medical, accident and insurance policies and the Foundation/Ambuja Foundation shall have no obligation or liability with respect to any expenses incurred by the STEM Learning Pvt. Ltd relating to the above-referred risks.

This WO is subject to TDS and all the applicable taxes.

9. PAYMENT

Based on the proposal received from STEM Learning Pvt. Ltd. Ambuja Foundation is agreed to make the payment as mention in with work order

- **Responsibility of Taxes :** Ambuja Foundation shall be liable to pay the applicable taxes to STEM learning Pvt.Ltd., including GST, over and above the consideration. Ambuja Foundation shall have the right to deduct any tax deductible at source at applicable rates before payment of the consideration.

Ambuja Foundation shall not be obliged to make any payment to STEM Learning Pvt. Ltd., unless it receives an invoice.

- **Payment cycle:**

1. 80% of payment of WO Rs. 12,04,308 will be release after work completion certificate from STEM learning Pvt. Ltd and invoice submitted.

2. 20% of payment of WO Rs. 3,01,077 will be done before 31st March 2025 after final report submission from STEM learning Pvt. Ltd.

10. CONFIDENTIALITY.

Confidential Information

Both Parties shall keep confidential all matters relating to matters covered under this WO. and will not make any disclosure, and shall use reasonable endeavors to ensure that their employees and authorized persons do not make any disclosure to any person of any confidential information like data, documents, secrets whether technical or non-technical, dealings, transactions or affairs of or relating to this WO. (the 'Confidential Information').

Upon termination of this WO., or upon written request by Ambuja Foundation, STEM Learning Pvt. Ltd. must destroy or return to Ambuja Foundation any Confidential Information provided by Ambuja Foundation under this WO.

11. EXCEPTIONS

The confidentiality obligation of either Party shall not apply to the following:

- (a) any matter which either Party can demonstrate for the reasonable satisfaction of other Party is already generally available and in the public domain other than through unauthorized disclosure by either Party; or
- (b) Any disclosure which may reasonably be required for the performance of their respective obligations under this WO or the compliance by them with any statutory obligations under any law for the time being

in force or for the purposes of legal proceedings. Provided that the Party obliged to disclose information on the other Party in this event, shall inform the other Party the nature of the obligation that has arisen, and the person/body before whom/which disclosure has to be made.
Prior permission/consent in writing is required before disclosure of any such data.

Therefore, during the term of this WO agreement and thereafter at all times, STEM Learning Pvt. Ltd., shall keep strictly confidential all transactions, records and information received by STEM Learning Pvt. Ltd., from the Foundation and/or developed or prepared by him/her or by his/her staff, if any, pursuant to this WO. STEM Learning Pvt. Ltd., will sign a confidentiality agreement before commencing on any assignment.

12. INTELLECTUAL PROPERTY RIGHTS & INDEMNIFICATION

The foundation reserves the right to use activity handbooks, curriculums, video and audio learning material received from the STEM Learning Pvt. Ltd. ,for further advancement of science and mathematics education(non-revenue generating). STEM Learning Pvt. Ltd., shall not take any action, which shall or may impair the right, title or interest of Ambuja Foundation, in the Ambuja Foundation's intellectual property, nor shall create any right, title or interest therein or thereto adverse to that of Ambuja Foundation. Ambuja Foundation may allow STEM Learning Pvt. Ltd. to display its brand, case study and testimonial on STEM Learning Pvt. Ltd online platform at Ambuja Foundation's sole discretion and prior written approval from Ambuja Foundation shall be mandatory.

STEM Learning Pvt. Ltd shall indemnify, defend and hold harmless Ambuja Foundation and its officers, employees and authorized persons against any and all claims for loss, damage and expenses of whatever kind and nature should be mutually discussed and agreed upon, including all related costs and expenses, in respect of personal injury to or death of third parties and in respect of loss of or damage to any third party property to the extent that the same arises out of any negligent act, omission, default or non-compliance of STEM Learning Pvt. Ltd employees or authorized persons while performing its obligation under this WO.

13. HEALTH & SAFETY:

The Health and Safety Policy of the Ambuja Foundation formulated and enforced from time to time relating to safety measures and occupational health to be observed by STEM Learning Pvt. Ltd and their employees / workers / agents / representatives during the subsistence of this Work Order. STEM Learning Pvt. Ltd shall regularly provide necessary training on safety to all their employees / workers / agents / representatives engaged for performing the work covered under this Work Order. In case of breach of this Policy, Ambuja Foundation is at liberty to enforce such penalty on STEM Learning Pvt. Ltd at its sole discretion. This is without prejudice to all its rights to take appropriate action against STEM Learning Pvt. Ltd including termination of this Work Order with immediate effect. STEM Learning Pvt. Ltd shall be responsible and liable for all the consequences and costs.

14. ETHICAL VIEW REPORTING POLICY AND ANTI-BRIBERY & CORRUPTION DIRECTIVES (ABCD) OF THE AMBUJA FOUNDATION:

STEM Learning Pvt. Ltd is aware that the Ambuja Foundation has instituted a whistleblower policy viz. Ethical View Reporting Policy and an Anti-Bribery & Corruption Directives (ABCD), which is a part of the Code of Conduct initiated by the Ambuja Foundation to promote the highest standards of professionalism, honesty, integrity and ethical behavior not only within the organization but with outsiders and third parties including Government /Govt. Agencies. STEM Learning Pvt. Ltd declares and undertakes that they shall not pay or agree to pay any favour either in cash or kind to any officials of either party or any of the Government officials either directly or indirectly to secure any approval / order for on behalf of the Ambuja Foundation at any time while discharging the obligations under this WO. In case of any breach, the Ambuja Foundation will not be responsible or liable for any such act or omission on the part of STEM Learning Pvt. Ltd. STEM Learning Pvt. Ltd. is also aware that if it is found indulged in any of fraudulent, unfair or unethical practices, the Contractor shall be liable for such action at the sole discretion of the Ambuja Foundation including termination of this WO by concurrent notice and the decision of the Ambuja Foundation in this regard shall be final and binding on STEM Learning Pvt. Ltd.

- 15. Governing Law and Jurisdiction:** In case of any dispute, it would be resolved with mutually agreed arbitration with Jurisdiction at Ambuja Foundation, Bathinda (Punjab).
- 16. Acceptance of order:** Please sign and return accepted copies of the order within 3 days of the receipt of work order.
- 17. Assignment and Subletting:** Except with prior permission of Ambuja Foundation's Regional Manager, the party shall not assign the order or any part to any other supplier/ party.
- 18. Safety & Security:** You will maintain/obey all the SAFETY norms as applicable and you have to ensure proper PPE (personal protective equipment) at work site. You have to keep/arrange safety tool box at site having first aid. Necessary security arrangement for all your materials and the material issued by us shall be made by you. Ambuja Foundation will not be responsible for any kind of injury/accident and theft/damage of material during the work, it will be responsibility of yours only.
- 19. Work Period:** You will have to complete all the jobs as per the agreed schedule as mentioned above in terms & condition, which on our approval will form a part of this order.
- 20. Work Order Value:** The total value of this work order is Rs. 15,05,385/- (Fifteen Lakhs Five Thousand Three Hundred Eighty Five Only) as mentioned above.
- 21. Invoice:** Please provide two copies of each invoice in the name of Ambuja Foundation – HRDP Rajpura, immediately after completion of work. The invoice shall show clearly the order number and approved rates of material. Each invoice shall show any progress payments, which have been previously received by you.

Thanking you,

For Ambuja Foundation

Sanctioning Authority

Accepted by :

For and on behalf of STEM Learning Pvt.Ltd.,