



# Wabtec Texmaco Rail Private Limited

## WORK ORDER

CIN : U35122WB2015FTC207096



Order Number : WO/WTR/23-24/075  
Date : 02<sup>nd</sup> February 2024  
Contractor's Name : STEM Learning Pvt. Ltd  
Address : Awfis Space Solutions Pvt Ltd. 2A, 6th Floor, Eco Space Business Park  
Premises, New Town Action Area II Rajarhat, Kolkata 700156

Dear Sir,

This has reference to your Email Quotation No. Nil dt. 24.01.2024. We are pleased to place this Work order on you for the execution of following Job as per terms and conditions appended below under CSR Project:

Sr. No.	Description	Quantity	Rate (₹)	Amount (₹)
1)	<b>MINI SCIENCE CENTRE :</b> 80 MODELS + 80 USERS PLACARD+37 COLOURFUL BACKGROUNDS +1 SAFETY PLACARD + 1 TEACHERS MANUAL+ 1 GATE BANNER INCLUDES INSTALLATION &DELIVERY.	03	303729.00	911187.00
2)	<b>TRAINING OF TEACHERS (TTP) :</b> TEACHERS TRAINING PROGRAMME -2 (FRESHER TEACHERS TRAINING PROGRAMME - FTTP & REFRESHERS TEACHERS TRAININGPROGRAMME -RTTP)	01	40000.00	40000.00
3)	<b>MONITORING &amp; EVALUATION :</b> TOTAL - 2 VISITS IN INDIVIDUAL SCHOOLS TO CONDUCT BASELINE& ENDLINE SURVEY	03	40000.0	120000.00
4)	<b>INFRASTRUCTURE :</b> Furniture and Electric Connections	03	62940.00	188820.00
	<b>Basic Total</b>			1260007.00
	ADD : GST @ 18%			226801.00
	<b>Gross Total</b>			<b>1486808.00</b>

(Order Value : Rupees Fourteen lakh eighty-six thousand eight hundred eight only)

### TERMS AND CONDITIONS

Completion : As Per attached Annexure.  
Payment : Within 45 days after successfully completion of work, submission of Installation report and FTTP Report.  
Scope of Work : As per Attached Annexure.  
Others : Please see overleaf.

Please sign the duplicate copy of this order as a token of your acceptance.

Thanking you,

Yours faithfully,  
For WABTEC TEXMACO RAIL PVT LTD

BHRAMAR PAL CHAUDHURI  
DIRECTOR

IEC CODE : 0215025075

GST NO : 19AABCW6804E1ZC

Prepared By : Arghajit Ukil.



## **TERMS AND CONDITIONS OF PURCHASE**

In consideration of this order, the Seller Agrees to the following conditions:

1. Acknowledgement of this order must be made in writing by return mail.
2. Delivery must be effected within the time stated on the Purchase Order and Buyer reserves the right to cancel the order as a result of Seller's failure to make delivery within time specified. Any billing anticipating the shipping date in this Purchase Order will be redated by Buyer to agree therewith.
3. **PACKING AND TRANSPORTATION:** Unless otherwise specified in the face thereof all charges for packing, crating, hauling, storage and transportation to point of delivery are included in the purchase price will be paid by the seller. Special containers furnished by the seller shall remain its property and be returned as promptly as possible to the seller at its expense. All shipments must be accompanied by packing slips containing a description of the articles, the number of the purchase order and the plant to which the shipment is consigned.
4. **EXCESS PROCESSING AND OVERSHIPMENTS:** Shipments must equal amounts ordered unless otherwise agreed by purchaser. Goods delivered more than 5 days prior to due date subject to refusal. The buyer may return any over shipment at seller's expense, which shall include transportation both ways.
5. **WARRANTIES OF SELLER:** The seller warrants that:  
All articles and services covered by this purchase order will conform to drawings, specifications and/or samples and will be merchantable and of good material and workmanship free from all defects, and suitable for the use intended.  
Any samples, prototypes or production quantities submitted establish a minimum specification and/or standard of performance which may be superseded on subsequent order. Seller agrees that the absence of a formal specification on any given purchase order shall not operate to vary the minimum standard so established. Said established minimum specifications/standard incorporated materials used, production methods, and/or processes. Seller accepts sole liability for any substantial variation therefrom without buyer's written approval.  
Defective articles may be returned to the seller for full credit or replacement at the seller's risk and expense, including transportation charges both ways but no defective article returned shall be replaced without formal replacement orders signed by the buyer.
6. **CHANGES IN SPECIFICATIONS:** The buyer may at any time make changes in the drawings or specifications as to any articles, materials or services covered by the purchase order if such changes result in an increase or decrease in the amount due under this purchase order, than an equitable adjustment shall be made and this purchase order shall be modified accordingly.
7. **PATTERNS, TOOLS AND EQUIPMENT:** Unless otherwise specified the patterns, tools, jigs, dies and equipment used in the production of articles for the buyer shall be provided for by the seller and remain the seller's property. If any patterns, tools, jigs, dies or equipment are furnished by the buyer or provided by the seller and charged to the buyer's account, the same shall remain the buyer's sole property and shall be held on consignment by the seller for the buyer's sole use and may be removed by the buyer at any time upon demand. While retained by the seller such property shall be maintained in good and usable condition. Any material furnished by the seller and paid for by or charged to the buyer shall be held on consignment by the seller and the seller shall be responsible for any damage or loss thereto.
8. **USE OF DESIGNS AND PATTERNS:** If any articles included in this purchase order are made according to designs, specifications or blue prints or by means of any patterns, tools or dies furnished by the buyer, the seller agrees that the same articles or parts will not be furnished to any other person and that such patterns tools or dies will not be used on any other articles or parts furnished to any other person without the buyer's written consent.
9. **PATENTS:** The seller warrants that any materials, devices or other articles furnished to the buyer will not infringe on any India/ United States or foreign patents and the seller will indemnify and hold the buyer harmless from any and all liability arising from claims of infringement of any patent involving any of the devices or articles covered by this order. The seller agrees to undertake the complete defence of any suit or infringement action which may be instituted against the buyer or other persons using or selling the buyer's products and seller agrees to pay all expenses, costs, attorney's fees, incurred in the conduct of said defense and all cost and damages and other recoveries which may be assigned against seller in any such suit or action, this does not apply to materials devices and articles made to buyer's specifications and designs. Seller will, on request of buyer furnish non-infringing equivalents, and/or negotiate for use by buyer of any infringing material supplied at no extra cost to buyer.
10. **CANCELLATION:** The buyer reserves the right to cancel this order in whole or in part on account of defects in material, equipment, workmanship or quality or if materials or articles are not shipped as specified herein or in release orders, issued hereunder or are not in accordance with (blue print), drawings, approved samples (Specification) minimum specifications/standards established in paragraph 5 hereinabove or written instructions issued hereunder or in the event the seller should make an assignment on the behalf of its creditors, or a receiver should be appointed for the seller or its property or its proceedings in bankruptcy or for the corporate reorganization should be filed by or against the seller or upon the seller's failure to comply with any of the terms and conditions of the purchase order.
11. **EXCUSABLE DELAYS:** Neither party shall be liable for delays due to acts of God or the public enemy, act or demands of the Government or any Government Agency, strike, fires, floods, or other unforeseeable causes beyond its control not due to its fault or negligence. Each party shall notify the other party in writing of the cause of such unforeseeable delay within five days after the beginning thereof.
12. **COMPLIANCE WITH THE LAW:** This agreement is subject to and the seller hereby agrees to fully observe and comply with all applicable state and Federal laws, and regulations and orders of any Government or Governmental agencies or departments pertaining hereto or to the materials supplies, articles or services furnished hereunder. The seller also agrees that in case of any accident causing property damage or personal injury or death to any person whatever, except an employee of the buyer, due to performance of the work covered by the contract or incidental thereto or any accident due to any defect in material furnished under this order and used in the finished product the buyer, it will make satisfactory adjustment of any claim arising therefrom, under the provisions of the Workman's Compensation Law of India/Illinois or under any other law whatever and agree to defend, indemnify and save harmless the said buyer from any and all suits claims or demands of whatsoever kind of nature which may be made against the buyer because of such accident.
13. **DISCLOSURE OF INFORMATION:** If this order is designated as secret, confidential or restricted it is understood that disclosure of information relating to the work contracted for hereunder to any person not entitled to receive it, or failure to safeguard all secret, confidential or restricted matter that may come to seller or any person under his control in connection with the work under this purchase order may subject the seller, his agent, employee and subcontractors to civil as well as criminal liability under applicable laws.
14. **EMPLOYMENT OF ALIENS:** The contractor will not permit any alien employed or to be employed by it or by any sub bidder or subcontractor to have access to the drawings, specification and accompanying enclosures relating to the performance of this contract or to the models or material referred to herein or to engineering principles, composite subassemblies or assemblies which are vital to the functioning or use of the articles or articles forming the subject matter of this contract, without the written consent beforehand of the Federal Authorities.
15. The remedies set forth in this Contract are in addition to any other remedies provided by law. No waiver or breach of any provision of this Contract shall constitute a waiver of any other breach of such provision.
16. **OTHER AGREEMENTS:** This purchase order including the supplemental condition, if any hereto attached and its acceptance constitutes the entire understanding and agreement between the parties and no other agreements or stipulations shall be binding upon the parties nor shall any waiver or subsequent modification of the terms of this agreement be valid unless in writing duly signed by the parties.
17. Wabtec Texmaco Rail Pvt. Ltd. acceptance approval is required if supplier wishes to make a significant change in material, facilities or processes.

## **GOVERNMENT CONTRACTS**

If this purchase order covers articles or services for use of the buyer in the performance of any contract, subcontract or purchase order in which the Indian/United States Government or its agency or department thereof is the principal contractor, herein called Government Contract designated by number on the face hereof then the following additional terms and conditions of the supplemental conditions hereto attached shall apply.

18. **ANTI DISCRIMINATION:** In performing the work required on this order, the seller shall not discriminate against any worker because of race, color, religion, natural origin, veteran status, sex, handicap or age except where sex, handicap or age is a bona fide occupational qualification or handicapped limitations cannot be overcome.
19. **GOVERNMENT INSPECTION:** All materials and workmanship used in the performance of this order shall be subject to inspection and test by the Government or the buyer at all times during manufacture when practicable if any articles are found to be defective in material or workmanship or otherwise not in conformity with the specified requirements both the Government and the buyer shall have the right to reject such articles or require their replacement or correction.
20. **TERMINATION BY GOVERNMENT:** The Government Contract provides that it may be terminated by the Government at any time on notice. If the prime contract, subcontract or purchase order under which this purchase order is issued should be terminated by the Government or any Governmental Agency or department or any other party of such prime Contract, subcontract or purchase orders, then the buyer reserves the right to cancel the purchase order upon written notice to the seller and if the seller is not then in material default the performance of any of the terms and conditions of the purchase order, all claims and demands of the seller hereunder shall be adjusted and paid upon the same terms and basis as claims and demands of the buyer are adjusted and paid upon any contract, subcontract or purchase order held by the buyer to which this purchase order applies.

### Annexure

#### Scope of work

School Name	Supply & Installation of 80 models	Teacher's Training	Monitoring and evaluation	Customized table tab arrangement
Agarpara Netaji Shikshayatan for Girls	1 Unit	1 Unit	1 Unit	Requirement in sqft to be measured
Belgharia Jatindass Vidyamandir	1 Unit		1 Unit	Requirement in sqft to be measured
Udaypur Haradayal Nag Adarsha Vidyalaya (For Boys)	1 Unit		1 Unit	Requirement in sqft to be measured

#### Completion of Work

Activity	Timeline
MSC Installation Report	within 20 days of signing PO
1 <sup>st</sup> Training of teachers	Within 15 days of Installation
1 <sup>st</sup> Monitoring & Evaluation	Within 15 days of Installation
WhatsApp Group Creation	Same day of 1st Training
Annual Maintenance	Within 6-8 months of Installation
2 <sup>nd</sup> TTP & DIY Activity with Students	Within 4-6 months of 1st Training
Dot it Yourself Session	Within 4-6 months of 1st Training
2 <sup>nd</sup> Monitoring & Evaluation	Within 4-6 months of 1st Training
MSC Utilisation cum progress Reports	Quarterly
Annual Report	March 2024

