



महाराष्ट्र MAHARASHTRA

© 2023 ©

76AA 371882

प्रधान मुद्रांक कार्यालय, मुंबई  
प.म.वि.क. ८००००२९  
26 OCT 2023  
सक्षम अधिकारी C

श्रीमती सुषमा चव्हाण

### Tripartite Agreement

This Agreement is made and executed at Bhubaneswar on 6<sup>th</sup>(day) of November 2023.

Between

**Indian Oil Corporation Limited**, a company incorporated under the Companies Act, 1956 and having its Registered Office at G-9, Ali Yavar Jung Marg, Bandra (East), Mumbai - 400 051, represented by its unit, South Eastern Region Pipelines (SERPL), hereinafter called the "1<sup>st</sup> Party" or "IOCL", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

And

**District Administration, Dhenkanal (Odisha)**, represented by Office of the District Education Officer, BTI Rd, near Om Provision Store, Dhenkanal, Odisha- 759001,

Page 1 of 8

  
District Education Officer  
Dhenkanal

  
अमरेंद्र पात्र  
Amarendra Patra  
मुख्य प्रचालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल., एस.ई.आर.पी.एल. जटनी  
IOCL, SERPL, Jatni





hereinafter called the "2<sup>nd</sup> Party" or "DEO Office", which expression shall, where the context so admits, include its successors, permitted assignees and representatives.

**And**

**SAMABHAVANA**, a not-for-profit organization incorporated under the Section-8 of the Companies Act 2013, bearing CSR Registration No. CSR00000687, having its registered head office at RH NO 18,, 6,SUMANGAL CO OP HSG SOCIETY, OPP,D.M.ENGINEERING COLLEGE, SECTOR 2,AIROLI, Thane,Maharashtra, 400708, hereinafter called the "3<sup>rd</sup> Party" or "Samabhavana", which expression shall, where the context so admits, include its successors, permitted assignees and representatives. All parties collectively shall be referred to as 'Parties'.

**RECITALS:**

**WHEREAS;**educationalists often stress that basic science fundamentals should be made clear and liking towards science should be developed among young brains at the school level.

**WHEREAS;**Mini Science Centre (MSC) consists of 80 Science and Math models. It helps in teaching science and mathematics to school children in a practical way.

**WHEREAS;** MSC is innovative and interactive teaching aid with a hands-on approach to facilitate the learning process; MSC is also mapped with CBSE, ICSE and state board curriculums.

**WHEREAS;**IOCL is one of the flagship Public Sector Enterprises of India. The Corporation has successfully combined its corporate social responsibility agenda with its business offerings, meeting the energy needs of millions of people every day, across the country. IOCL has been partnering with communities in which it operates by supporting innumerable initiatives connected with health, family welfare, education, environment protection, provision of potable water, sanitation, empowerment of women & other marginalized groups etc. IOCL is keen to support innovative interventions in education, especially in Aspirational Districts.

**WHEREAS;**NITI Aayog has identified Dhenkanal District as an Aspirational District of the state of Odisha.

**WHEREAS;**District Administration, Dhenkanal has requested IOCL to set-up MSCs in Government schools falling in the villages along IOCL's Paradip-Raipur-Ranchi Pipeline (PRRPL).



**WHEREAS;** District Administration, Dhenkanal recommended to execute the project through Samabhavana a reputed CSR implementing agency having previous experience of setting up MSCs in collaboration with various public sector enterprises.

**WHEREAS;** IOCL, with the aim of igniting scientific interest among students, has agreed to execute this project under its CSR ambit,

**NOW THEREFORE IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND THIS AGREEMENT WITNESSETH AS UNDER:**

**ARTICLE 1: TITLE & PURPOSE:**

Page 2 of 8

  
**District Education Officer  
Dhenkanal**  


  
अमरेंद्र पाट  
Amarendra Patra  
मुख्य प्रकल्प प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल.एस ई आर पी एल, जटनी  
IOCL, SERPL, Jatni



This Agreement is entered into to collaborate with each other to work in association for CSR Project **STEM:Establishing 02 nos. Mini Science Centers (MSCs) in Government schools of Aspirational District Dhenkanal in the state of Odisha.**

S. No.	Block	School Name
1	Hindol	GopabhanduHigh School, Khaliberana
2	Hindol	Sidhapitha High School, Thokar

The prime objective of this project is to make learning accessible to all children for aptitude enhancement and ensuring that the less-privileged students in rural areas have access to equal opportunities by building brains beyond books.

#### **ARTICLE 2: MODE OF IMPLEMENTATION:**

The project will be executed by the 3<sup>rd</sup> party on deposit works basis through the funding support of the 1<sup>st</sup> party.

1 <sup>st</sup> party	IOCL	Funding Partner
2 <sup>nd</sup> party	DEO Office	Monitoring Partner
3 <sup>rd</sup> party	Samabhavana	Implementing Agency

#### **ARTICLE 3: SCOPE AND RESPONSIBILITIES**

##### **3.1 Role of the 1<sup>st</sup> party(IOCL) -**

- The 1<sup>st</sup> party agrees to act as the funding partner and shall deposit funds to the 3<sup>rd</sup> party, which shall be utilized by the 3<sup>rd</sup> party for the laid down objectives of this project. The 1<sup>st</sup> party shall grant the amount as per the payment schedule and progress of work.
- To monitor the project so as to achieve the target outcomes. Any authorized representative of the 1<sup>st</sup> party can make joint visit with the 2<sup>nd</sup>/3<sup>rd</sup> party officials to monitor the progress of project & to check the upkeep of MSCs after installation.
- Any authorized representative of the 1<sup>st</sup> party can also conduct surprise visits to the project sites (i.e., the identified schools) without prior intimation to the other parties.

##### **3.2 Role of the 2<sup>nd</sup> party(DEO Office) -**

- To facilitate execution of this intervention in the identified 02 schools, so as to meet the project deliverables.
- To coordinate with the heads of respective schools and help in reducing bottlenecks, if any, during execution of the project.



*BS*  
**District Education Officer  
Dhenkanal**



*Amarendra Patra*  
**Amarendra Patra**  
मुख्य प्रबालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल.एस.ई.आर.पी.जटनी  
IOCL, SERPL, Jatni




- c) To monitor the working and utilization of MSCs during and after establishment respectively, so as to ensure that the laid down objectives of the project are met.
- d) To make site visits/surprise visits to check the progress of the project, from Installation stage to Training Programs and Monitoring & Evaluation stage.
- e) To facilitate furnishing of requisite data relating to school, education indicators, beneficiaries, teachers etc. to the 1<sup>st</sup>/3<sup>rd</sup> party required for project reporting.
- f) To ensure sustainability of the project by keeping a check on the respective school management of the identified 02 schools which have given the undertaking to take the responsibility of upkeep of the project post installation.
- g) To publicize the project among the people of Dhenkanal district and the state of Odisha as a whole, via print, electronic and social media, mentioning funding support by the 1<sup>st</sup> party.

### 3.3 Role of the 3<sup>rd</sup> party (Samabhavana) -

- a) Coordination & support among all the Parties to reduce the bottlenecks, if any.
- b) To ensure implementation of this project in-line with the detailed proposal submitted by the 3<sup>rd</sup> party to the 2<sup>nd</sup> party, which in-turn was forwarded by the 2<sup>nd</sup> party to the 1<sup>st</sup> party after vetting.
- c) To identify and communicate a Single Point of Contact (SPOC) to closely work with the other two parties for the implementation of the project.
- d) To create awareness about this project among the villagers especially children, so as to converge efforts to increase school enrollment & reduce drop-out rate.
- e) To monitor the implementation plan and share regular updates on project progress – both qualitative & quantitative - with the 1<sup>st</sup>/2<sup>nd</sup> party.
- f) To ensure transparency in each stage of the project.
- g) To facilitate joint site visits as and when requested by the 1<sup>st</sup>/2<sup>nd</sup> party.
- h) To ensure the quality of material in all prerequisites for establishing the MSCs, viz., setting up platforms, electric connections, whitewashing of walls etc.
- i) To obtain and record structured feedback from all stakeholders, especially beneficiaries, teachers, school head etc. during and after completion of the project.
- j) To maintain photographic & videographic documentation at each stage of the project.
- k) To maintain & furnish all requisite documentation at each stage of the project, in-line with the project proposal and payment milestones stated herein at 4.1.
- l) To ensure appropriate mnemonics/branding (bilingual) of the 1<sup>st</sup> party on each element of the project, including but not limited to – on each exhibit of MSC, on

Page 4 of 8

  
District Education Officer  
Dhenkanal

  
अनरेन्द्र पात्रा  
Anarendra Patra  
मुख्य प्रमोशन-प्रबंधक  
Chief Operation Manager  
आर.ओ.सी.एल., एस.ई.आर.पी.एल.जटनी  
IOCL, SERPL, Jatni

For SAMABHAVANA  
Jasmir Thakur  
Secretary & E.O.  
Samabhavana  
Secretary



placards/backgrounds/manuals/handbooks/leaflets etc., on signage inside & outside MSC rooms, on print/electronic/social media coverage, on backdrops for inauguration/training programs etc.

m) To ensure completion of the project within five (05) calendar months from the date of signing of this agreement & maintenance of the project for three (03) years.

n) To provide Independent Practitioner's Report towards CSR Fund Utilization in line with ICAI's advisory, which states "Wherever the company undertakes the CSR activity through a third party, it is advised that all such companies should obtain an Independent Practitioner's Report on Utilization of such CSR Funds from the auditor/CA in practice of the third party, to whom the funds are given by the Company for implementing CSR activity".

3.4 It is agreed by all Parties that the services to be provided by each party may be added to upon mutual agreement between the Parties. Such mutual agreement shall only take into effect when the same is reduced into writing and signed by all Parties as enumerated under Art 7 hereinunder.

#### **ARTICLE 4: FINANCIAL OBLIGATIONS**

4.1 The 1st party shall transfer the funds to the 3rd party as per the agreed payment milestones. The maximum financial implication to the 1st party for the project shall be limited to ₹12,63,780 Lakh as per the following -

SR.NO	ITEM	DESCRIPTION	1 SCHOOL	NOS OF SCHOOLS	TOTAL
1	MINI SCIENCE CENTRE	80 MODELS + 80 USERS PLACARD+ 37 COLOURFUL BACKGROUNDS + 1 SAFETY PLACARD + 1 TEACHERS MANUAL+ 1 GATE BANNER INCLUDES INSTALLATION & DELIVERY + MONITORING & EVALUATION AND MAINTENANCE ( FOR 3 YEARS PERIOD)	4,00,000	2	8,00,000
		TAXES @ 18%	72,000		1,44,000
		<b>TOTAL</b>	<b>4,72,000</b>	<b>2</b>	<b>9,44,000</b>
2	TRAINING OF TEACHERS (TTP)	TEACHERS TRAINING PROGRAMME -2 (FRESHER TEACHERS TRAINING PROGRAMME - FTTP & REFRESHERS TEACHERS TRAINING PROGRAMME - RTTP)	40,000	2	40,000
		TAXES @18%	7200		7,200
		<b>TOTAL</b>	<b>47,200</b>	<b>2</b>	<b>47,200</b>
3	INFRASTRUCTURE	SET UP OF PLATFORMS & ELECTRIC CONNECTIONS	40,000	2	40,000
		TAXES @18%	7,200		7,200
		<b>TOTAL</b>	<b>47,200</b>	<b>2</b>	<b>47,200</b>
4	BRANDING & COMMUNICATION		30,000		30,000
		TAXES	5,400		5,400
		<b>TOTAL</b>	<b>35,400</b>		<b>35,400</b>
		<b>NET COST FOR PER SCHOOLS (1+2+3+4)</b>	<b>6,01,800</b>	<b>2</b>	<b>51,70,000</b>
		<b>Admin Cost @ 5 %</b>	<b>30,090</b>	<b>2</b>	<b>60,180</b>
		<b>Grand total</b>	<b>6,31,890</b>	<b>2</b>	<b>12,63,780</b>

Page 5 of 8

**District Education Officer  
Dhenkanal**

**Amarendra Patra**  
मुख्य प्रचालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल.एस ई आर पी एल. जटनी  
IOCL, SERPL, Jatni

For SAMABHAVANA

Jasmir Thakur  
Secretary & E.O  
Samabhavana

Secretary



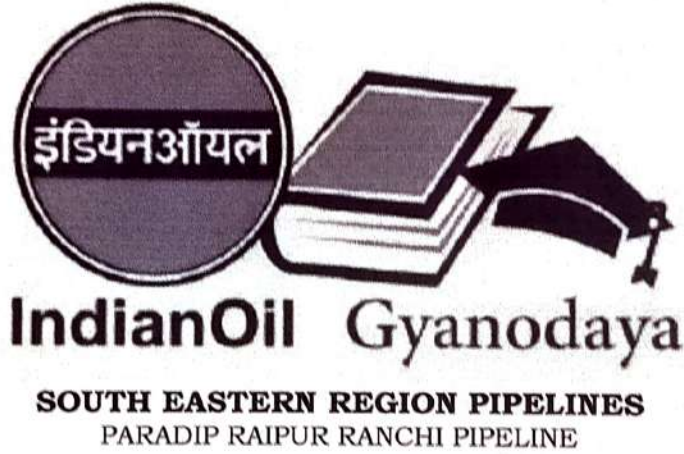


#### **ARTICLE 5: MUTUAL ASSISTANCE AND DUTIES**

- 5.1 Parties shall provide mutual assistance as set forth in this agreement to the maximum extent possible.
- 5.2 Parties shall confirm receipt of verbal or written requests for mutual assistance and provide responses within reasonable time.

#### **ARTICLE 6: CO-BRANDING**

- 6.1 The Parties shall have the right to use, discuss and publicize the project data and each will acknowledge the role of each other or part played by the other in the books, documents, and/or other publicity measures in relation to the project.
- 6.2 Parties agree that in consideration of the gesture by the 1<sup>st</sup> party, the 2<sup>nd</sup> and the 3<sup>rd</sup> party shall have no objection in displaying (bilingual) "Mini Science Center set-up at Gopabhandu High School, Khaliberana & Sidhapitha High School, Thokar under CSR initiatives of M/s Indian Oil Corporation Limited" (or as mutually agreed upon term whereby name of 1<sup>st</sup> party appears therein) along with the logo of 1<sup>st</sup> party as below:



  
**District Education Officer**  
**Dhonkanal**

  
अमरेन्द्र पात्रा  
Amarendra Patra  
मुख्य प्रचालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल., एस ई आर पी एल, जटनी  
IOCL, SERPL, Jatni

**For SAMABHAVANA**

Jasmir Thakur  
Secretary & E.O  
Samabhavana

**Secretary**



#### **ARTICLE 7: AMENDMENTS**

- 7.1 All modifications and amendments to this agreement must be formally agreed to by all the Parties in writing.
- 7.2 Any such amendment shall enter into force from the date agreed to by the Parties.

#### **ARTICLE 8: FORCE MAJEURE**

If either Party is unable to perform its obligations under this agreement due to the occurrence of an event beyond its control (such as acts of God, War like situations, Riots, Bandhs, Government actions, Earthquakes, Pandemic, Cyclones, Tycoons, and other natural calamities, etc.), that Party will not be deemed to have defaulted under this agreement. Each Party agrees to use all reasonable efforts to enable performance under this agreement to continue.

#### **ARTICLE 9: DISPUTE RESOLUTION: MEDIATION**

Any dispute arising out of this agreement will be referred to a committee consisting of: (1) Executive Director (SERPL), IndianOil; (2) District Education Officer (DEO), Mahasamund; and (3) Secretary, SAMABHAVANA, for amicable settlement.

#### **ARTICLE 10: INDEMNITY**

- 10.1 The 3<sup>rd</sup> party will abide by all relevant provisions of Section 135 of The Companies Act 2013 and The Companies (CSR Policy) Rules, 2014 & its amendment thereafter and any other applicable statutory obligation related to CSR.
- 10.2 The 2<sup>nd</sup> and 3<sup>rd</sup> party do hereby indemnify 1<sup>st</sup> party and hold it harmless, from any acts of omission, commission, violation, infringement by 2<sup>nd</sup> & 3<sup>rd</sup> party of any laws, rules, proceedings, procedures, damages, claims arising out of any provisions of law at present and future.

#### **ARTICLE 11: SEVERABILITY**

In the event that a portion of this agreement is impossible to fulfill, the Parties agree to attempt to comply with the remainder of the understanding to the maximum extent possible.

#### **ARTICLE 12: ASSIGNABILITY**


This agreement shall not be assigned by any Party without the prior written consent of the other. Such consent, however, shall not be unreasonably withheld.

#### **ARTICLE 13: NOTICES**

- 13.1 Notices in connection with this agreement must:

  
District Education Officer  
Dhenkanal

Page 7 of 8

  
अतुल चंद्र पाट्ट  
अतुलचंद्रा Patra  
मुख्य प्रचालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल., एस.ई.आर.पी.एल, जटनी  
IOCL, SERPL, Jatni

For SAMABHAVANA  
Jasmir Thakur  
Secretary & E.O  
Samabhavana  
Secretary





- i. Be in writing, in the English language.
- ii. All notices or other information required or deemed necessary to be given to:

## THE PARTIES

### INDIAN OIL CORPORATION LIMITED (1<sup>st</sup> Party)

Paradip-Raipur-Ranchi Pipeline, Bhubaneswar Pump Station Chhanghar (VI), P.O. - Kusumati Dist. Khurda- 752050 [Contact Person: Mr. Amrendra Patra (Chief Operations Manager, SERPL Bhubaneswar PS; Email: [apatra@indianoil.in](mailto:apatra@indianoil.in)]

### OFFICE OF THE DISTRICT EDUCATION OFFICER (2<sup>nd</sup> Party)

District Education Office, Near Dhenkanal Bus Stand, Dhenkanal Bus Stand, Odisha 759001  
[Contact Person: Smt. Binita Senapati, District Education Officer (DEO), Dhenkanal; Email: [deodhenkanal09@gmail.com](mailto:deodhenkanal09@gmail.com)]  
Contact No: 7978849509

### SAMABHAVANA (3<sup>rd</sup> Party)

RH NO 18, 6, SUMANGAL CO OP HSG SOCIETY, OPP, D.M. ENGINEERING COLLEGE, SECTOR 2, AIROLI, Thane, Maharashtra, 400708 [Contact Person: Mr. Jasmir Thakur Secretary & E.O, Samabhavana; Email: [jasmir@samabhavanasociety.org](mailto:jasmir@samabhavanasociety.org)]

- 13.2 Notices shall be delivered by courier or hand or sent by email to the respective addresses and email which are specified above or if the addressee specifies another address or email then to that address or email.

## ARTICLE 14: EFFECTIVE DATE

This agreement will come into force from the date mutually agreed between the Parties.

## ARTICLE 15: GENERAL PROVISIONS

- 15.1 The singular terms include the plural and the plural terms include the singular.
- 15.2 The headings used in this agreement have been inserted for convenience of reference only and do not define or limit the provisions hereof.

**Signature 1<sup>st</sup> Party**  
Authorized Signatory  
IOCL-SERPL

**Signature 2<sup>nd</sup> Party**  
Authorized Signatory  
Office of the DEO, Dhenkanal

**Signature 3<sup>rd</sup> Party**  
Authorized Signatory  
Samabhavana  
**For SAMABHAVANA**

Witness:

1.

2.

3. Ravindra P. Walve

**District Education Officer  
Dhenkanal**

**Secretary**

अमरेन्द्र पाट  
Amarendra Patra  
मुख्य प्रचालन प्रबंधक  
Chief Operation Manager  
आइ.ओ.सी.एल., एस.ई.आर.पी.एल, जटनी  
IOCL, SERPL, Jatni

Page 8 of 8

