

**CSIR-Central Institute of Mining and Fuel Research (CSIR-CIMFR)  
Barwa Road, Dhanbad-826015, Jharkhand**

**INVITATION FOR EXPRESSION OF INTEREST (Work No 1)**

Reference: CIMFR/MMTD/NPP-62

Date:01/02/2017

CSIR-CIMFR, one of the premier institutes for research and development in mining and fuel sector, invites the expression of interest from the global R&D firms as technical partners with relevant credentials to work as per the joint agreement on the following coal R&D projects.

1. **Early warning system for roof fall prediction in underground mines.**
2. **To study the caving behaviour of roof rock due to presence of OB dump on the surface/quarry floor and suggest suitable support design, as well as, minimum hard cover for safe caving of roof rock.**
3. **Caving Behaviour of the strata over longwall panels with face advance by Borehole Extensometers.**

**Minimum Eligibility Criteria for Technical Partner**

1. The technical partner should have global R&D footprint in mining sector.
2. The technical partner should have R&D experience in the mentioned project areas.
3. The technical partner should have contributed or led the innovative research projects funded by any Indian or foreign government agency.
4. The technical partner should have experience of innovative project execution successfully in India.
5. The team members of technical partner should be technically qualified and experienced.
6. The technical partner will have to agree to the specimen agreement to be signed between the technical partner and CSIR-CIMFR Dhanbad before the commencement of the project.

**Other Terms and conditions:**

- 1) The bid prepared by the technical partner, as well as all correspondence and documents relating to the bid exchanged by the technical partner, shall be written in English language only. The bidder shall bear all costs of translation, if any, to the English language and all risks of the accuracy of such translation, for documents provided by the technical partner.
- 2) The documentary evidence of the technical partner's qualification and experience.
- 3) The technical partner should also furnish the detailed documents of legal name, country of registration, year of registration, and address in the country of registration.
- 4) The overseas technical partner should provide the name and address of the Indian counterpart/authorized agent.

- 5) CSIR-CIMFR requires that the technical partner observe the highest standard of ethics during execution of such contracts.
- 6) The last date and time for receipt of proposals is 01.03.2017 and 5:00 PM (IST).

### **Expression of Interest**

The interested firms should submit their EoI with following information and documents in technical bid in one sealed envelope. The Technical bid should contain following information/documents:

#### ***Technical bid***

- a) Company profile along with global R&D footprint in mining sector
- b) Experience of the firm on R&D experience in the mentioned project areas.
- c) List of the innovative research projects funded by any Indian or foreign government agency.
- d) Experience of innovative project execution successfully in India.
- e) Curriculum Vitae of technical persons along with their experience to be involved in the projects.
- f) Registration details of the company and any Indian Agent or subsidiary if any.

### **Format of the Agreement**

#### **AGREEMENT BETWEEN**

*CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH DHANBAD*

*(Council of Scientific & Industrial Research)*

**AND**

*Technical Partner*  
**For**

1. **Early warning system for roof fall prediction in underground mines.**
2. **To study the caving behaviour of roof rock due to presence of OB dump on the surface/ quarry floor and suggest suitable support design, as well as, minimum hard cover for safe caving of roof rock.**
3. **Caving Behaviour of the strata over longwall panels with face advance by Borehole Extensometers.**

### **THE AGREEMENT**

This Agreement made and entered into on this ----- (date) between Council of Scientific and Industrial Research,(hereafter called CSIR) a Society Registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhawan, 2 Rafi Marg, New Delhi-110001 through its constituent

laboratory i.e. CSIR-Central Institute of Mining & Fuel Research, Barwa Road, Dhanbad 826 015, Jharkhand India, (hereinafter called as **CSIR-CIMFR**), which expression shall where to context so admits include its successors and permitted assigns, on the one part,

**AND**

**Technical Partner**, having their registered office at \_\_\_\_\_, (Phone \_\_\_\_\_; Fax No. \_\_\_\_\_; Mobile: \_\_\_\_\_; email: \_\_\_\_\_ website: \_\_\_\_\_, the party of SECOND PART which expressions shall where the context so admits include its successors and permitted assigns, on the other part.

**WHEREAS**

CSIR-Central Institute of Mining & Fuel Research, Dhanbad is one of the national laboratories under Council of Scientific & Industrial Research (CSIR), Govt. of India, formed in 2007 after integrating the core competencies of erstwhile Central Mining Research Institute (CMRI), established in May 1956 and Central Fuel Research Institute (CFRI), established in November 1946, the two national laboratories under CSIR both at Dhanbad. The Institute conducts R&D works to provide scientific and technological inputs to mineral/coal and fuel sectors and allied industries for optimization of mining and fuel technologies for better safety, economy, conservation including resource quality assessment, carbonization, combustion and gasification of coal and environmental management.

**1.0 PREAMBLE**

1.1 CSIR-CIMFR and TECHNICAL PARTNER agrees to jointly work on the following PROJECTS:

1. Early warning system for roof fall prediction in underground mines.
2. To study the caving behaviour of roof rock due to presence of OB dump on the surface/ quarry floor and suggest suitable support design, as well as, minimum hard cover for safe caving of roof rock.
3. Caving Behaviour of the strata over longwall panels with face advance by Borehole Extensometers.

1.2 CSIR-CIMFR and TECHNICAL PARTNER agree to prepare PROJECT proposals as given in clause 2.1 and identify the different ACTIVITIES and their deliverables.

- 1.3 CSIR-CIMFR may involve other mining industry, government research laboratories and/or educational institutes in the identified PROJECTS with the consent of TECHNICAL PARTNER.
- 1.4 CSIR-CIMFR agrees to submit the proposals to the concerned Ministry or Sponsor for approval and sanction.

## **2.0 SCOPE OF THE AGREEMENT**

- a) CSIR – CIMFR and TECHNICAL PARTNER recognize that this Agreement is a broad umbrella framework under which each ACTIVITY would be identified by CSIR – CIMFR and TECHNICAL PARTNER for each of the PROJECTS.
- b) The Agreement details the terms and conditions for CSIR-CIMFR undertaking the PROJECTS jointly with TECHNICAL PARTNER, the financial arrangements along with rights and obligations of the parties.
- c) CSIR – CIMFR and TECHNICAL PARTNER assure to provide their respective expertise and capabilities for implementing in part or as a whole on mutually agreed scope of each ACTIVITY identified in the PROJECTS.

## **3.0 RESPONSIBILITIES OF CSIR-CIMFR AND TECHNICAL PARTNER**

### **FOR PREPARATION OF PROJECT PROPOSALS.**

- 3.1 CSIR-CIMFR and TECHNICAL PARTNER will identify the ACTIVITIES of the PROJECT proposals, deliverables and identify the ACTIVITIES to be done by TECHNICAL PARTNER and CSIR-CIMFR..
- 3.2 TECHNICAL PARTNER will prepare their estimate for all ACTIVITIES to be done by TECHNICAL PARTNER based on quantity of work, cost of materials, cost of new capital equipment, man-days involved, TA/DA, allowances and other overheads as per actuals.
- 3.3 CSIR-CIMFR will prepare the PROJECT proposals with TECHNICAL PARTNER and other industry and scientific organizations as collaborative agencies and take necessary steps to get the PROJECTS approved and sanctioned.
- 3.4 TECHNICAL PARTNER will assist in preparation of the proposals along with budgetary requirement and take necessary steps to get the PROJECTS approved and sanctioned.

### **FOR ACTIVITIES IDENTIFIED IN THE PROPOSALS AFTER THE PROJECTS ARE APPROVED**

- 3.5 The PROJECT proposals along with other terms and conditions after it is approved and sanctioned will be binding on both CSIR-CIMFR and TECHNICAL PARTNER.
- 3.6 CSIR-CIMFR will undertake each ACTIVITY in accordance with the scope of work responsibilities and deliverables as detailed in the PROJECT proposals. Similarly TECHNICAL PARTNER will undertake each ACTIVITY in accordance with the scope of work responsibilities and deliverables as detailed in the PROJECT proposals.
- 3.7 All Scientific experiments, analysis, documentation and other associated activities should be done at CSIR-CIMFR Laboratories/ Campus or at mutually agreed locations as required under the frame work of individual PROJECTS.
- 3.8 Data generated in the laboratory, field experimentation testing reports etc against the PROJECTS done by CSIR-CIMFR will be made available to the representative(s) of TECHNICAL PARTNER as and when TECHNICAL PARTNER requests. Data will be reported in hard copy as well as in soft copy.
- 3.9 Data generated by TECHNICAL PARTNER in the laboratory, field experimentation testing reports etc prepared by TECHNICAL PARTNER will be made available to the representative(s) of CSIR-CIMFR as and when CSIR-CIMFR requests. Data will be reported in hard copy as well as in soft copy.
- 3.10 TECHNICAL PARTNER will assist CSIR-CIMFR for preparation of interim and report of each ACTIVITY and the final reports for the PROJECTS.
- 3.11 Copies of the original reports will be made available to TECHNICAL PARTNER by CSIR-CIMFR.
- 3.12 Data generated and its analysis shall not be reproduced by TECHNICAL PARTNER without the permission of CSIR-CIMFR.

#### **4.0 FINANCIAL ARRANGEMENT**

##### **FOR PREPARATION OF PROJECT PROPOSALS.**

- 4.1 No payment will be made for preparation of PROJECT proposals. TA/DA and other expenses incurred by TECHNICAL PARTNER should be borne by TECHNICAL PARTNER and similarly TA/DA and other expenses incurred by CSIR-CIMFR should be borne by CSIR-CIMFR.

##### **FOR ACTIVITIES IDENTIFIED IN THE PROPOSALS AFTER THE PROJECTS ARE APPROVED**

- 4.2 The PROJECTS will be implemented after approval and financial sanction by the competent authority.

- 4.3 The total fund of the PROJECTS would be disbursed to CSIR-CIMFR, Dhanbad by the sponsoring agency.

**PAYMENT TERMS:**

- 4.4 The capital equipments required by TECHNICAL PARTNER will be procured by CSIR-CIMFR.
- 4.5 **The instruments(s) procured in the process will be the property of CSIR-CIMFR after the completion of the project.**
- 4.6 The transportation and its insurance expenses for equipments transferred from one site to another site will be reimbursed as per actual by CSIR-CIMFR against bill raised by TECHNICAL PARTNER within 30 days from the date of submission of bills .
- 4.7 The allowances, travelling expenses, consumable and other component of the revenue expenditure will be reimbursed by CIMFR quarterly against bills raised by M/S TECHNICAL PARTNER within 30 days from the date of submission of bills along with necessary relevant papers.
- 4.8 The payment will be made by CSIR-CIMFR by a/c payee cheque drawn in favour of TECHNICAL PARTNER as per Bank Account details provided by them. Alternatively, the payment may be made by e-payment through designated bank account of TECHNICAL PARTNER. Account details of TECHNICAL PARTNER are as under: \_\_\_\_\_.
- 4.9 Income Tax and other statutory charges or deduction will be as per prevailing Rules.

**5.0 EFFECTIVE DATE AND DURATION OF THE AGREEMENT(CONTRACT PERIOD):**

- 5.1 The Agreement shall be effective from the date of signing of the Agreement by the parties and shall remain valid for a period of 8 (eight) years or till the completion of the PROJECTS undertaken during the period of the agreement whichever is earlier. The Agreement may be extended, on mutual consent of both the parties in writing.

**6.0 TERMINATION OF THE AGREEMENT:**

- 6.1 This Agreement shall be deemed to have been automatically terminated on the expiry of the CONTRACT period unless TECHNICAL PARTNER or CSIR-CIMFR has exercised its option to extend this CONTRACT in accordance with the provisions, if any, of this CONTRACT.
- 6.2 Either of the parties can terminate the Agreement for violation of any of the clauses of the Agreement by giving three months notice in writing to the defaulting party.

- 6.3 Termination on account of Force Majeure: Either party shall have the right to terminate this CONTRACT on account of *Force Majeure* as elaborated in clause 13.0

#### **7.0 SETTLEMENT:**

- 7.1 In the event of termination of the Agreement vide 7.1, 7.2 & 7.3, the rights and obligation of the parties hereto shall be settled mutually. The financial settlement shall be on the basis of the expenditure incurred due to each ACTIVITY already completed.

#### **8.0 RESULTS OF PROJECTS:**

- 8.1 Any intellectual property rights [patents/design/trademark/copyrights] obtained by the parties here to pertaining to the PROJECTS prior to signing of the agreement shall remain the property of that party.
- 8.2 The intellectual property that is [knowhow/process/design/ technique/ patents/ copyrights] generated in the PROJECTS shall be owned by respective inventors of the intellectual property which may include scientists of CSIR-CIMFR, other researchers and from TECHNICAL PARTNER.
- 8.3 The procedural formalities for securing and maintaining the intellectual property rights [patents/trademark/copyright] if any, shall be the responsibility of both CSIR-CIMFR and TECHNICAL PARTNER and the expenditure incurred thereof shall be borne by each party equally. The question of whether or not intellectual property right should be secured and the territory where these shall be secured shall be decided mutually.

#### **9.0 PUBLICATIONS:**

- 9.1 The parties shall consult each other for any publication in respect of the PROJECTS. These publications (papers, reports etc.) shall be in the name of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative PROJECTS between CSIR-CIMFR and TECHNICAL PARTNER under this Agreement. This will be applicable for a period of five years from the date of completion of the PROJECTS.

#### **10.0 CONFIDENTIALITY:**

- 10.1 During the tenure of the Agreement and two year thereafter both CSIR-CIMFR and TECHNICAL PARTNER undertake on their behalf and on behalf of their employees/associates to maintain strict confidentiality and prevent disclosure thereof all the information and data exchanged/generated pertaining to work under this Agreement for any purpose other than in accordance with this Agreement. Both parties,

however, retain the rights to use the R & D results generated during or after the PROJECTS for its own R & D programmes without any obligation to the other.

#### **11.0 UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED**

- 11.1 CSIR-CIMFR shall have right on exclusive basis to commercially exploit/use the intellectual property generated in the PROJECTS.
- 11.2 CSIR-CIMFR shall have the right to license the intellectual property to others. In such an event the terms and conditions for licensing to others shall be settled mutually between CSIR-CIMFR and TECHNICAL PARTNER
- 11.3 The TECHNICAL PARTNER shall have the right to license the intellectual property generated to others with the approval/concurrence of CSIR-CIMFR. The terms and conditions for such licensing shall be settled mutually between the TECHNICAL PARTNER and CSIR-CIMFR.
- 11.4 The premia/royalty accrued from licensing of the intellectual property to other party(ies) shall be shared between CSIR-CIMFR and the TECHNICAL PARTNER in a ratio to be mutually decided depending upon the relative inputs to the PROJECTS and in the transfer of intellectual property to other party(ies).

#### **12.0 FORCE MAJEURE:**

- 12.1 In the event of either party being rendered unable by *Force Majeure* to perform any obligation required to be performed by them under the CONTRACT, the relative obligation of the party affected by such Force Majeure shall be suspended for the period during which such cause lasts.
- 12.2 The term "*Force Majeure*" as employed herein shall mean but not limited to Acts of God, natural calamities such as Flood, Tsunami, Earthquake, War, Riots or an act where the government has warned its citizens to travel abroad etc and Acts and Regulations of Government of India directly affecting the performance of the ACTIVITY.
- 12.3 Neither party shall be held responsible for non fulfillment of their respective obligations under this Agreement due to the exigency of *Force Majeure* as defined in Clause 13.2 provided, on the occurrence and cessation of any such events, the party affected thereby shall give a notice in writing to the other party within one month of such occurrence or cessation. If the *Force Majeure* conditions continue beyond six months, the parties shall then mutually decide the future course of action.

#### **13.0 GENERAL PROVISIONS:**



- 13.1 The parties shall not be responsible for any damage to property/equipment/plant/ material/personal during the course of or consequent to jobs taken up under this agreement.
- 13.2 Neither Party shall be liable to the other Party for any indirect or consequential harms, losses or damages nor for loss of use or profit, loss of revenues, loss of product, delays in operations, anticipated profit or production. Accordingly, neither Party shall be liable to the other Party for loss of Contract for the Project, whether in contract or otherwise arising as a consequence of the execution of this agreement
- 13.3 For monitoring the progress of studies carried out under each ACTIVITY and the PROJECTS as a whole, the competent authority of CSIR-CIMFR may constitute a Technical Committee as per existing rules of CSIR which will include members of CSIR-CIMFR, TECHNICAL PARTNER and other members from industry, research and educational institutes. Interim available results are to be made accessible to the authorised committee on their request.
- 13.4 For monitoring the progress of studies carried out under the PROJECTS the sponsoring agency may constitute a committee. The interim available results are to be made accessible to the authorised committee on their request.
- 13.5 The guidelines, rules and regulations for the PROJECTS of the sponsoring agency and submission of interim/quarterly/annual report to the sponsoring agency will be binding on both CSIR-CIMFR and TECHNICAL PARTNER.
- 13.6 CSIR-CIMFR shall during the tenure of the Agreement or thereafter be free to take-up without prejudice to TECHNICAL PARTNER, similar type of work, for other agencies. Similarly, TECHNICAL PARTNER shall be free to conduct similar to same studies with other agencies, which are beyond the scope of Agreement.
- 13.7 Application for seeking intellectual property rights under the assignments of this agreement shall be jointly owned by CSIR-CIMFR and TECHNICAL PARTNER. However, the application for filing intellectual property rights will be made by CSIR-CIMFR through CSIR HQ'. The expenses incurred for securing such IPR shall be borne equally/jointly by the parties.
- 13.8 The Parties acknowledge that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

#### **14.0 COMPLETION OF AN ACTIVITY/PROJECT:**

14.1 An ACTIVITY shall be deemed to have been successfully completed on submission of the interim reports and technical acceptance of the data so generated by TECHNICAL PARTNER, CSIR-CIMFR, Technical Committee constituted for monitoring the PROJECT and sponsoring agency. The PROJECT shall be deemed to have been successfully completed on submission of the final report and presentation before the sponsoring agency and its final acceptance.

#### **15.0 NOTICES:**

15.1 All notices and other communications required to be served to TECHNICAL PARTNER under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the TECHNICAL PARTNER on the following address: \_\_\_\_\_

\_\_\_\_\_ or email to \_\_\_\_\_. Similarly, any notices and other communications required to be served to CSIR-CIMFR, under the terms of this agreement, shall be considered to be duly served if the same shall have been delivered to, left with or posted by registered mail to the CSIR-CIMFR on the following address: Director, CSIR-Central Institute of Mining and Fuel Research, Barwa Road, DHANBAD – 826015 (Jharkhand) or email to dcmrips@yahoo.co.in.

#### **16.0 AMENDMENTS TO THE AGREEMENT:**

16.1 No amendment or modification to the Agreement shall be valid unless the same is made in writing by both the parties or their authorised representatives and specifically stating the same to be an amendment of this agreement. The modifications/changes shall be effective from the date on which they are made executed, unless otherwise agreed to.

#### **17.0 ASSIGNMENT TO THE AGREEMENT:**

17.1 The rights or/and liabilities arising to any party to this agreement shall not be assigned except with the written consent of the other party and subject to such terms and conditions as may be mutually agreed upon.

#### **18.0 SUCCESSORS**

18.1 The agreement entered between the parties shall continue for the benefit of their respective successors and assigns only if the respective successors/parties mutually agree in writing.

#### **19.0 ARBITRATION:**

19.1 Any disagreement or dispute arising between the parties under or in connection with the contract shall be resolved through amicable

negotiation. If the parties have been unable to resolve amicably a contract dispute within sixty (60) days from the commencement of such negotiations, the case shall be referred to arbitration. The Arbitration proceedings shall take place in accordance with Indian Arbitration and Conciliation Act 1996 at mutually agreed place in India. Further, the cost of Arbitration proceedings shall be born by both the parties equally.

## **20.0 JURISDICTION AND APPLICABLE LAW:**

20.1 This Agreement including all matter connected with this Agreement, shall be governed by the laws of India (both substantive and procedural) for the time being in force and shall be subject to exclusive jurisdiction of the Indian Courts situated at Dhanbad District, Jharkhand.

## **21.0 POINT OF CONTACT**

21.1 On behalf of CSIR-CIMFR, the details of various PROJECTS and activities to be executed under this agreement would be coordinated by

- Phone:
- Fax:
- Mobile:
- Email:

21.2 On behalf of TECHNICAL PARTNER, the details of various PROJECTS and activities to be executed under this agreement would be coordinated by

- 
- Phone:
  - Fax:
  - Mobile:
  - Email:

## **22.0 SEAL OF PARTIES**

In witness whereof the parties hereto have signed the Agreement on the day, month and year mentioned herein before:

## **PARTIES**

For and on behalf of the TECHNICAL PARTNER

For and on behalf of the CSIR-CIMFR

Signature:

Signature:

Name:

Name:

Designation:

Designation:

Seal:

Seal:

Witness (Name and Address)

Witness (Name and Address)

1.

1. Shri \_\_\_\_\_

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\_\_\_\_\_

2.

1. Shri \_\_\_\_\_

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