



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

INVITATION FOR EXPRESSION OF INTEREST

Reference: CIMFR/MMTD/WMS

Date:19/05/2017

CSIR-CIMFR, one of the premier institutes for research and development in mining and fuel sectors, invites the expression of interest from different organisations as PARTY with relevant credentials to work as per the joint agreement on the following R&D project:

Development of wireless system for real time monitoring and safety analysis of ground behaviour in mines.

Minimum Eligibility Criteria for PARTY

1. The PARTY should have R&D footprint in mining sector.
2. The PARTY should have R&D experience in the mentioned project area.
3. The PARTY should have experience of executing innovative projects in India.
4. The team members of PARTY should be technically qualified and experienced.
5. The PARTY should be registered with National Small Industries Corporation Ltd. (NSIC).
6. The PARTY should have in-house R&D facility, preferably recognized by DST/DSIR/CSIR with a minimum annual turnover of Rs. 1 crore.
7. The PARTY shall have to agree to the specimen AGREEMENT (Annexure-1). The draft AGREEMENT shall be finalised on mutually agreed terms and conditions based on the CSIR guidelines and shall be signed between the PARTY and CSIR-CIMFR Dhanbad before the commencement of the project.

Other Terms and conditions:

1. The bid prepared by the PARTY, 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 PARTY shall have to submit the documentary evidences to support the eligibility criteria mentioned from point 1 to point 6.
3. The PARTY should also furnish the detailed documents of legal name & address, year of registration (PAN/TIN/CST/GST), and financial standing (audited balanced sheet report & Income Tax).
4. CSIR-CIMFR requires that the technical partner observe the highest standard of ethics during execution of such contracts.
5. The last date & time for receipt of proposal is 02.06.2017 and 5:00 PM (IST).

DRAFT AGREEMENT

BETWEEN

*CSIR-CENTRAL INSTITUTE OF MINING & FUEL RESEARCH,
DHANBAD
(Council of Scientific & Industrial Research)*

AND

[PARTY]

For

***DEVELOPMENT OF WIRELESS SYSTEM FOR REAL TIME MONITORING
AND SAFETY ANALYSIS OF GROUND BEHAVIOUR IN MINES***

CL.1 THE AGREEMENT

CL.1.1 THIS AGREEMENT made and entered into on this [DATE] day of [MONTH] Two Thousand and Seventeen [YEAR] 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

CL.1.2 [NAME OF THE PARTY] a {COMPANY/FIRM/SOCIETY/ VOLUNTARY ORGANISATION/ GOVT. DEPARTMENT} registered in India under the {NAME THE ACT AND YEAR} and having its registered office at {ADDRESS OF THE PARTY} (hereinafter called the PARTY which expression shall where the context so admits include its successors and permitted assigns} of the other part.

CL.2 PREAMBLE

CL. 2.1 WHEREAS CSIR-CIMFR, 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.

CL. 2.2 WHEREAS the {PARTY} is desirous of collaborating with the CSIR-CIMFR on ***DEVELOPMENT OF WIRELESS SYSTEM FOR REAL TIME MONITORING AND SAFETY ANALYSIS OF GROUND BEHAVIOUR IN MINE***, hereinafter called the PROJECT.

Now therefore in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree as follows:

CL.3 SCOPE OF THE AGREEMENT

The agreement details the terms and conditions financial arrangements, modalities of collaboration, intellectual property rights, responsibilities and obligations of the PARTY and CSIR-CIMFR pertaining to the PROJECT titled:

Development of wireless system for real time monitoring and safety analysis of ground behaviour in mines.

Presently the conventional strata monitoring systems used in mines do not provide continuous and real time observation of ground behaviour at any given time. Hence the persons working there, are not alerted during any impending dangerous condition. Installation of the proposed system would facilitate to assess the stability of an opening, get information of the ground condition during its excavation and continuously evaluate the efficacy of undertaken reinforcement measures. This would help the concerned persons to take on the spot decision to prevent any damage to men and machines in case the ground condition deteriorates to a dangerous level.

CL.4 FINANCIAL ARRANGEMENTS

CL.4.1 The PARTY and CSIR-CIMFR shall bear/share the financial inputs for the PROJECT as follows:

CL. 4.1.1 The entire cost of development and fabrication of the system will be borne by the PARTY.

CL. 4.1.2 The necessary statutory certification shall be taken up jointly by CSIR-CIMFR and PARTY. The expenditure incurred thereof shall be borne by each party equally.

CL. 4.1.3 Application for seeking intellectual property rights under the assignment of this AGREEMENT shall be jointly owned by CSIR-CIMFR and PARTY. 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 both the parties.

CL. 4.1.4 The PARTY shall submit an EMD in the form of Bank Guarantee of Rs. 2.00 lakh (Rupees two lakh only) which will be returned only after the patent is filed.

CL. 4.1.5 TA/DA and other expenses incurred by PARTY shall be borne by PARTY and similarly TA/DA and other expenses incurred by CSIR-CIMFR shall be borne by CSIR-CIMFR.

CL.5 ROYALTY

The royalty on the sale of the product @ 15% (fifteen percentage) will be paid to CSIR-CIMFR by the PARTY for 20 (twenty) years calculated from the date of the start of the commercial manufacture and sale of the PRODUCT, by Demand Draft drawn in favour of Director, CIMFR, Dhanbad payable at any nationalized bank in Dhanbad. The rate of royalty will be calculated on the basis of ex- factory sale price of the product excluding Sales Tax & Excise Duty or any other tax as applicable at the given point of time, on invoice price which is realized from the party. CSIR-CIMFR shall reserve the right to verify/audit the product sale transactions records as and when required, by a team of CSIR-CIMFR representatives. The terms and conditions for payment of royalty will be as per ANNEXURE –II.

CL.6 RESPONSIBILITIES OF CSIR-CIMFR AND PARTY

CL. 6.1 CSIR-CIMFR will provide the detail design scheme for development of the system to the PARTY.

CL. 6.2 PARTY will develop and fabricate the system based on the design and provide prototype, of required quantity as desired by CSIR-CIMFR, for experimentation in laboratory as well as field conditions.

CL. 6.3 The duration of development of the system and its field trials before filing of patent should be 6 months.

CL. 6.4 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 the PROJECT.

CL. 6.5 Data generated by PARTY in the laboratory, field experimentation testing reports etc prepared by PARTY 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.

CL. 6.6 Data generated in the laboratory, field experimentation testing reports etc. against the PROJECT done by CSIR-CIMFR will be made available to the representative(s) of PARTY as and when PARTY requests. Data will be reported in hard copy as well as in soft copy.

CL. 6.7 Data generated and its analysis shall not be reproduced by PARTY without the permission of CSIR-CIMFR.

CL. 6.8 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 PARTY 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.

CL. 7 COMPLETION

CL 7.1 The work envisaged to be done by the CSIR-CIMFR/PARTY shall be deemed to have been successfully completed by the CSIR-CIMFR/PARTY on submission of the Final Report/ fulfillment of its/ their responsibilities as detailed in Clause 6.

CL. 8 RESULTS OF PROJECT

CL. 8.1 Any intellectual property rights [patents/design/trademark/copyrights] obtained by the parties hereto pertaining to the PROJECT prior to signing of the agreement shall remain the property of that party

CL. 8.2 The intellectual property that is [knowhow /process/ design/ technique/ patents/ copyrights] generated in the PROJECT shall be owned by respective inventors of the intellectual property which may include scientists of CSIR-CIMFR and experts from PARTY.

CL. 8.3 The parties shall consult each other for any publication in respect of the PROJECT. These publications (papers, reports etc.) shall be in the names of research workers, wherein it will be duly acknowledged that the work has been carried out under the collaborative programme between the parties.

CL. 8.4 At the time of marketing the jointly developed product in the PROJECT, the LOGOs of both CSIR-CIMFR and PARTY shall be used in the system.

CL.9 CONFIDENTIALITY

CL.9.1 During the tenure of the agreement and two years thereafter both CSIR-CIMFR and the PARTY undertake on their behalf and on behalf of their employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/ generated pertaining to work under this agreement for any purposes other than in accordance with this agreement. Both parties however retain the rights to use the R&D results generated during the PROJECT for its own R&D programmes without any obligation to the other.

CL. 10 UTILISATION OF INTELLECTUAL PROPERTY DEVELOPED

CL. 10.1 The PARTY shall have the first option to commercially exploit/use the intellectual property generated in the PROJECT subject to payment of royalty or and

other terms and conditions for the commercial exploitation /use of the said intellectual property by the PARTY as mentioned in Clause 5 of this agreement.

CL.10.2 CSIR-CIMFR shall have the right to licence the intellectual property generated in the PROJECT to others if the party fails to commercialise the intellectual property within 12 months from date of exercise of such option. In such an event the terms and conditions for licensing to others shall be settled mutually between CSIR-CIMFR and the PARTY.

CL. 10.3 The PARTY shall have the right on exclusive basis to commercially exploit/use the intellectual property generated in the PROJECT [for a period of 20 years from the date of [commercial production/use by the PARTY as reported by it to/in the DGTD/DCSSI/Director of Industries/its Annual Report] the completion of the PROJECT as per Clause 7. After the expiry of the exclusive period, CSIR shall have the right to licence 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 the PARTY.

CL. 10.4 During the work envisaged under the agreement in the event of CSIR-CIMFR scientists exploring, inventing or discovering results other than the specific objectives of the PROJECT, CSIR shall retain absolute rights on such results. CSIR-CIMFR shall first offer such results to the PARTY on negotiated terms by entering into a separate agreement. In case the PARTY does not accept the offer, CSIR-CIMFR shall be free to release such results to other parties without any obligations to the PARTY.

CL.11 FORCE MAJEURE

CL. 11.1 Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more of the force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strike, lockouts, epidemics, riots, civil commotion etc. 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 continues beyond six months, the parties shall then mutually decide about the future course of action.

CL.12. EFFECTIVE DATE, DURATION, TERMINATION OF THE AGREEMENT

CL. 12.1 The agreement shall be effective from the date of signing and shall remain in force for a period of 20 (twenty) years from the said date.

CL. 12.2 The agreement shall terminate on the expiry of the period, as in CL.12.1 unless extended by both the parties.

CL. 12.3 During the tenure of the agreement, parties hereto can terminate the agreement either for breach of any of the terms and conditions of this agreement or otherwise by giving a 3 months notice in writing to the defaulting party. Failure of either party to terminate the agreement on account of breach or default by the other shall not constitute a waiver of that party's right to terminate this agreement.

CL. 12.4 In the event of termination of the agreement vide clause 12.3 the rights and obligations of the parties thereto shall be settled by mutual discussion, the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by the parties hereto.

CL. 12.5 The agreement arrived at between the parties hereto for the utilization of the intellectual property shall survive the termination of the agreement

CL.13. NOTICES

CL.13.1 All notices and other communications required to be served to PARTY 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 PARTY 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.

CL. 14 AMENDMENTS TO THE AGREEMENT

CL. 14.1 No amendment or modification of this agreement shall be valid unless the same is made in writing by both the parties or their authorized 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.

CL. 15 ASSIGNMENT OF THE AGREEMENT

CL. 15.1 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.

CL. 16 ARBITRATION

In the event of any question dispute/difference arising under the AGREEMENT or in connection therewith (except as to matters the decision of which is specially provided under this AGREEMENT) the same shall be refer to the sole arbitration to Director General, CSIR or his nominee. The award of the Arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to being transferred or vacating his office or resigning or refusing to work or neglecting his work or being unable to act for any reason, whatsoever, the Director General, CSIR, New Delhi shall appoint another person to act as an Arbitrator in place of the outgoing Arbitrator in accordance with the reference from the stage at which it was left by his predecessor. The venue of arbitration shall at such place as may be fixed by such Arbitrator and the Arbitration Proceedings shall take place under the Indian Arbitration Act, 1996.

CL. 17 JURISDICTION AND APPLICABLE LAW:

This agreement including all matter connected with this agreement shall be governed by the law(s) 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.

SEAL OF PARTIES

In witness whereof the parties hereto have signed this agreement on the ____ day, _____Month and _____ year mentioned hereinbefore.

Parties:

For and on behalf of CSIR/LABORATORY

For and on behalf of PARTY

Signature _____

Signature _____

Name _____

Name _____

Designation _____

Designation _____

Seal _____

Seal _____

Witnesses: (Name & Address)

1. _____

2. _____

Date: _____

Witnesses: (Name & Address)

1. _____

2. _____

3. _____

Fee and or royalty and other terms and conditions for [commercial exploitation/use] of the Intellectual Property by the PARTY.

TERMS & CONDITIONS FOR PAYMENT OF ROYALTY

1. The royalty shall be payable on net ex- factory sale price of the PRODUCT manufactured, sold and/or used by PARTY for captive purpose, exclusive of all duties and taxes payable to the government. The ex-factory sale price for the basis of payment of royalty on the PRODUCT shall be the ex-factory sale price of the PRODUCT sold.
2. The period of 20 (Twenty) years for the payment of royalty shall be computed from the date of the start of the commercial manufacture, sell and/or use by PARTY for captive purpose, as reported by the PARTY to any agency of the Central or State Government or in the PARTY's Annual Report and shall survive the period of license hereinbefore mentioned.
3. The royalty shall become due for payment on the 31st March and on 30th September in every year and shall be paid by the PARTY on/or before the expiry of 60 days from the above two stipulated dates. In the event of default in the payment of royalty amount as above, the PARTY shall pay interest on the amount in default at the rate of 18% per annum.
4. The PARTY shall within 60 days of the stipulated dates deliver to CSIR-CIMFR in a prescribed form, a true and complete statement in writing of PRODUCT manufactured, sold and/or used by PARTY for captive purpose, during the preceding half year and of all the royalty payable to CSIR-CIMFR under this agreement.
5. PARTY shall be liable for the payment of royalty on all similar PRODUCTS irrespective of any plea whether the same have been manufactured as per the KNOWHOW licensed by CSIR-CIMFR or otherwise. All similar PRODUCTS manufactured by the PARTY shall be deemed to have been manufactured under KNOWHOW licensed by CSIR-CIMFR. It will not be open to PARTY to claim any exemption or reduction in the payment of amount of royalty accruing under this agreement on the plea of having used KNOWHOW other than that of CSIR-CIMFR or having effected any improvements/ modifications in the intellectual property licensed by CSIR-CIMFR.
6. PARTY shall at its place of business keep accurate records in sufficient details to enable the calculation and determination of royalty payable hereunder and upon CSIR-CIMFR's request shall permit an authorised representative of CSIR-CIMFR to have access during its business hours to examine relevant records as may be necessary to (a) determine in respect of any half year as specified above, ending not more than one year prior to the date of such request, the correctness of any report and/or payment under this agreement and (b) obtain information as to the royalty payable for any such period in case of failure to report or pay in terms of this agreement.