



महाराष्ट्र MAHARASHTRA

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प्रधान मुद्रांक कार्यालय, मुंबई.  
प.म.वि.क. ८०००००२  
23 OCT 2018  
सक्षम अधिकारी

## AGREEMENT

श्री. दि. क. गवई

### 1.0 THE AGREEMENT

1.1 THIS AGREEMENT made and entered into on this 12<sup>th</sup> day of November Two thousand eighteen between Council of Scientific & Industrial Research (CSIR), a Society registered under the Societies Registration Act (XXI of 1860), having its registered office at Anusandhan Bhavan, 2 Rafi Marg, New Delhi 110001 acting through CSIR-Indian Institute of Chemical Technology, Hyderabad, a constituent laboratory of CSIR, located at Uppal Road, Tarnaka, Hyderabad - 500 007, AP, INDIA" (hereinafter "CSIR-IICT", which expression shall where the context so admits include its successors and permitted assignees) of the one part,

AND

1.2 Don Bosco Institute of Technology, an Engineering College affiliated to the University of Mumbai, approved by AICTE and Government of Maharashtra , situated in Mumbai on Premier Automobiles Road, Near Vidya Vihar Railway Station, Kurla (w), Mumbai, Maharashtra - 400070 (hereinafter DBIT, which expression shall where the context so admits include its successors and permitted assignees) of the other part.

डॉ. डॉ. शैलजा  
Dr. D. SHAILAJA

Senior Principal Scientist & Head  
Business Development & Research Management  
सीएसआरआर-भारतीय रासायनिक प्रौद्योगिकी संस्थान  
CSIR-Indian Institute of Chemical Technology  
(Ministry of Science and Technology, Govt. of India)  
Tarnaka, Hyderabad-500 007, Telangana State, INDIA

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## **2.0 PREAMBLE**

- 2.1 WHEREAS DBIT has approached CSIR-IICT for providing consultancy for establishment of Water Analysis and Purification laboratory at DBIT, Mumbai.
- 2.2 WHEREAS CSIR-IICT has accepted to provide Consultancy to DBIT for establishment of water analysis and purification laboratory at DBIT, Mumbai (hereinafter called ACTIVITY).

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

## **3.0 SCOPE OF THE AGREEMENT**

The agreement details the terms and conditions for CSIR-IICT undertaking the ACTIVITY for DBIT, the financial arrangements, rights and obligations of the parties hereto, pertaining to the ACTIVITY.

## **4.0 FINANCIAL ARRANGEMENT**

- 4.1 In consideration of the consultancy work to be carried out by CSIR-IICT for undertaking the ACTIVITY, DBIT shall pay Rs.5,00,000/- (Rupees five lakhs only) and GST @18% or as applicable to CSIR-IICT at the time of signing of agreement.

The amount under this Clause 4 shall be paid by DBIT through bank transfer as per details mentioned below:

1. Name of the Account Holder: Director, Indian Institute of Chemical Technology
2. Complete Contact Address: Uppal Road, Hyderabad-500007, Telangana
3. Lab Telephone Number/Fax/Email : 040-27193296, Fax:040-27193224, Email: cofa@iict.res.in
4. Bank Name: State Bank of India (SBI) erstwhile State Bank of Hyderabad (SBH)
5. Branch name with complete address, telephone number, fax and Email: Habsiguda branch, Hyderabad-500007, Telangana, Ph:040-65458174/27150756, Fax:+91-40-27170229; Email: habsiguda@sbi.co.in
6. RTGS/IFSC code of the branch: SBIN0020087
7. MICR Code : 500004020
8. Bank SWIFT Code (for foreign receipts only): SBININBBH09
9. Type of Bank Account (SB/Current/Cashe Credit): Savings Bank Account (SB)
10. Complete Bank Account Number : 62047032288

## **5.0 RESPONSIBILITIES OF CSIR-IICT**

- 5.1 CSIR-IICT shall complete the ACTIVITY within one year from the date of receipt of the Consultancy fee amount vide clause 4.0 as suggested by CSIR-IICT.
- 5.2 DBIT is responsible for availing consultancy service from CSIR-IICT within the agreement period. In case DBIT is not able to utilize consultancy services, DBIT shall forego the amount paid by them.

## **6.0 RESPONSIBILITIES OF DBIT**

- 6.1 DBIT shall be responsible for all procedural/legal/operational matters pertaining to the ACTIVITY.
- 6.2 DBIT shall, consequent to ACTIVITY undertaken by CSIR-IICT and upon implementation of results thereto disclose to CSIR-IICT benefits accrued for information and record of CSIR.
- 6.3 DBIT shall borne TA/DA of CSIR-IICT personnel as per CSIR Norms.

## **7.0 EFFECTIVE DATE, DURATION AND TERMINATION OF AGREEMENT**

- 7.1 The agreement shall be effective from the date of signing and shall remain in force for a period of 2 years from the date of receipt of amount.

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डॉ. डी. शैलजा  
Dr. D. SHAILAJA

Senior Principal Scientist & Head  
Business Development & Research Management  
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CSIR-Indian Institute of Chemical Technology  
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Tarnaka, Hyderabad-500 007, Telangana State

7.2 During the tenure of the agreement parties hereto can terminate the agreement either for violation of any of the clauses of the agreement by giving two 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.

## 8. SETTLEMENTS

In the event of termination of the agreement vide 7.2, the rights and obligations of the parties hereto shall be settled by mutual decisions; the financial settlement shall take into consideration not only the expenditure incurred but also the expenditure committed by DBIT and CSIR-IICT, subjected to the maximum of agreement amount.

## 9.0 CONFIDENTIALITY

During the tenure of the agreement and thereafter both CSIR-IICT and DBIT undertake on their behalf and on behalf of their subcontractors/employees/representatives/associates to maintain strict confidentiality and prevent disclosure thereof, of all the information and data exchanged/generated pertaining to activity/work under this agreement for any purposes other than in accordance with this agreement.

## 10.0 GENERAL PROVISIONS

- 10.1 CSIR-IICT, shall not be responsible for any damage to property/plant/material/personnel of DBIT or loss to DBIT during the course of or consequent to jobs taken up under this agreement
- 10.2 CSIR-IICT, shall, during the tenure of the agreement or thereafter, be free to take up, without any prejudice to DBIT, consultancy work similar to the ACTIVITY, for other parties.

## 11.0 COMPLETION OF ACTIVITY

The ACTIVITY shall be deemed to have been successfully completed upon fulfilling obligations as stated hereinbefore by CSIR-IICT to DBIT Authorized signatory of DBIT shall sign and send a certificate to CSIR-IICT after completion of ACTIVITY for the records of CSIR-IICT.

## 12.0 FORCE MAJEURE

Neither party shall be held responsible for non-fulfillment of their respective obligations under this agreement due to the exigency of one or more force majeure events such as but not limited to Acts of God, war, flood, earthquakes, strikes, lockouts, epidemics, riots, civil commotion, etc. provided on the occurrence and cessation of any such events, the party effected thereby shall Give a notice in writing to the other party within one month of such occurrence or cessation. If the force-majeure conditions continued beyond six months, the parties shall then mutually decide about the future course of action.

## 13.0 NOTICES

All notices and other communications required to be served on DBIT 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 DBIT at its last known address of business. Similarly, any notice to be given to CSIR shall be considered as duly served if the same shall have been delivered to, left with or posted by registered mail to CSIR at its registered address in New Delhi.

CDR

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#### **14.0 AMENDMENTS TO THE AGREEMENT**

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

#### **15.0 ARBITRATION**

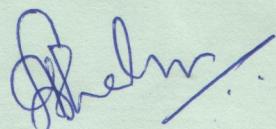
Any dispute arising out of this Agreement, the same shall be referred to the arbitration of 3 (three) arbitrators, one to be appointed by each party to the dispute, and the third and presiding arbitrator shall be nominated by the said two arbitrators before entering into any reference. The decision of the majority of arbitrators shall be final and binding on both parties. The venue of arbitration shall be at Hyderabad and the arbitration proceedings shall take place under the provisions Indian Arbitration and Conciliation Act, 1996.

#### **16.0** This agreement has been executed in two originals one of these has been retained by CSIR-IICT and the other by DBIT

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

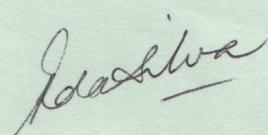
#### **Parties**

For and on behalf of CSIR-IICT



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Dr. D. SHAILAJA  
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Tarnaka, Hyderabad-500 007. Telangana State, INDIA

For and behalf of DBIT



Fr. Colbert da Silva

