COUNCIL OF SCIENTIFIC & INDUSTRIAL RESEARCH ANUSANDHAN BHAWAN 2, RAFI MARG, NEW DELHI – 110 001

Tender No: 25-3(24)/2007-USD Dated: 14 August 2007

'Expression of Interest (EOI)' for <u>Empanelment of Production Agencies for Preparation of Science based</u> <u>Audio-Visual Materials</u>

CSIR is one of the largest publicly funded organizations in the world. It has a network of 37 laboratories and their field centers spread across the country. True to its spirit, CSIR has been making extensive efforts to ensure appropriate utilization of its technologies and products for the welfare of common people. CSIR has been regularly publicizing its S&T accomplishments by way of various communication channels, including the use of the power and large outreach of the audio-visual network for the benefit of the common masses.

In this regard, CSIR wants to empanel specialized production agencies for help in the preparation of audio-visual material, including video and audio programmes, documentaries/docu-dramas, and audio/video spots/jingles.

CSIR invites 'Expression of Interest (EOI)' for the following jobs from reputed production agencies:

Tender No. date	Name of Work	Estimated * annual budget for production	Initial period of contract	No. of Agencies to be Empanelled	EOI security (EMD) in Indian
25 3(24)/2007	Empanalment of	About 50 lokks	24	5	Rupees
25-3(24)/2007- USD dated 14/08/2007	Empanelment of production agencies for preparation of science based audio-visual material, including video and audio programmes, documentaries/docudramas, and audio/video spots/jingles.	About 50 lakhs	24 months	5	1,00,000/-

^{*} May vary as per requirement

The EOI document can be downloaded from the CSIR website: www.csir.res.in
The last date and time for submission of EOI at the above address is 14/09/07 positively by 1500 hours. The EOI would be opened on the same day at 1530 hours. The agencies may like to send their representative to be present at the time of opening EOI. CSIR reserves the right to accept any or all tenders either in part or in full or to split the order without assigning any reasons therefore. All legal disputes arising out of the tender/job shall be subject to the jurisdiction of the court of Delhi only.

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Expression of Interest(EOI)

for

Empanelment of Production Agencies for Preparation of Science based <u>Audio-Visual Materials</u>

CSIR is one of the largest publicly funded organizations in the world. It has a network of 37 laboratories and their field centers spread across the country. True to its spirit, CSIR has been making extensive efforts to ensure appropriate utilization of its technologies and products for the welfare of common people. CSIR has been regularly publicizing its S&T accomplishments by way of various communication channels, including use of the power and large outreach of the audio-visual network to spread awareness about its S&T accomplishments for the benefit of the common masses. In recent past, CSIR has used the services of empanelled production houses to produce short CSIR films on various identified themes, including these on 'Herbal Therapeutics', 'Drugs for the Poor', 'Civil Aviation', 'Disaster Management', 'Creating and Saving jobs', 'Jai Jawan Jai Kisan Jai Vigyan', and 'National Drinking Water Security'. We have also produced several radio programmes on 'S&T Rural India' that are being broadcast on the various Vividh Bharti channel of AIR across India.

CSIR wants to empanel afresh the specialized production agencies for help in the preparation of audio-visual material, including video and audio programmes, documentaries/docu-dramas, and audio/video spots/jingles. In this regard, it invites 'Expression of Interest (EOI)' from the production agencies meeting the following eligibility criteria:

Eligibility Criteria

- Having at least three years experience in the preparation of audio-visual material, including video and audio programmes, documentaries/docudramas, and audio/video spots/jingles, as demonstrated by the important works completed by the participating agencies in each of these categories during this period.
- 2. A minimum of five production (audio/video) jobs (including serials) undertaken during last three years, each exceeding the value of rupees five lakhs.
- 3. Should be willing to work for CSIR on the current DAVP rates and are empanelled with DAVP.
- 4. Annual turnover of minimum of Rs. 50 lakh for production related jobs consecutively during the last three financial years i.e. 2004-2005, 2005-2006 and 2006-2007. The turnover is to be supported by financial statement of accounts (including balance sheet, profit and loss account, auditors reports, and IT returns), duly certified by the Chartered Accountant, along with the details about service tax paid for production jobs undertaken during last three years.
- 5. EOI security Each participating agency must furnish an EOI security (EMD) for an amount of Rs. 1,00,000/- (Rupees One Lakh only) by Demand Draft/Pay Order drawn in favor of Joint Secretary (Admn.) CSIR and payable at New Delhi, as specified in the Invitation for EOI. The successful agencies would have to furnish a Performance Security of Rs. 1,00,000/- after their empanelment with CSIR.

Methodology for empanelling the exhibition agencies

The EOI submitted by agencies would be examined by the special committee, constituted by CSIR. The committee will shortlist the agencies on the basis of technical evaluation in terms of experience in each category of job as reflected by the documents

submitted by the agencies, infrastructure in terms of own studio full equipped to undertake all identified categories of job as reflected by the proof of ownership, competence of the technical staff as reflected in the brief CVs of the staff on payroll of the agencies, etc.

In case of a large number of applicants meeting the eligibility criteria, additional weightage would be given to the agencies having produced audio-visual software on topics related to science and technology.

The decision of the Committee in this regard would be firm and final.

Award Criteria of Jobs to empanelled exhibition agencies

Mere empanelment with CSIR would not entitle the agencies the right to get the production related jobs, as all such jobs would be allocated only on competitive basis to an agency whose concept on the desired jobs (Short films, All India Radio Programmes etc.) would be approved by CSIR through its internal arrangement of scrutinization of concepts submitted by all empanelled agencies by a Special Committee constituted for this purpose, whose decision would be firm and final.

Submission, Sealing and Marking of Bids

CSIR invites EOI from reputed production agencies as per the proforma enclosed as Annexure 'A', in a single sealed envelope.

The EOI must contain the following:

- Documents in support of having at least three years experience in the production of audio-visual material as demonstrated by the important works completed by them during this period in each of the following categories: (i) Video programmes (ii) Audio programmes (iii) Documentaries/docudrama, and (iv) Audio/video spots/jingles
- 2. Details of minimum of five production jobs undertaken during last three years, each exceeding the value of rupees five lakes along with documentary evidence.
- 3. Evidence of empanelment with DAVP.
- 4. A copy of the balance sheet (including profit and loss account, auditors reports, and IT returns) for the last three financial years i.e. 2004-2005, 2005-2006 and

2006-2007, establishing the annual turnover of the agencies as specified in the eligibility criteria. A copy of the service tax receipts in support of annual turnover of production related jobs. Provision balance sheets be submitted for the financial year 2006-2007, duly certified by the Chartered Accountant.

- 5. EOI security (EMD) for an amount of Rs. 1,00,000/- as specified in eligibility criteria.
- 6. Their organizational set up of the agency in terms of technical staff highlighting their professional competence and details of in-house infrastructure including production studio supporting claim for capability to undertake all categories of jobs specified above.
- 7. Details of production jobs undertaken by the agency on topics related to science and technology along with documentary evidence.

Deadline for submission of EOI:

EOI must be received at Joint Secretary (Admn.), CSIR, Anusandhan Bhavan, 2, Rafi Marg, New Delhi – 110001 on 14/09/07 not later than 1500 hrs. The participating agencies may like to send their representative to be present at the time of opening tenders, which would be opened on the same day at 1530 hours.

Late/Incomplete

EOI: Any EOIs received after the deadline for submission of bids as

prescribed or incomplete will be rejected.

Refund of EMD: The EMD deposited by the agencies at the time of empanelment

shall be refunded within one month after the completion of the

empanelment exercise.

Period of Empanelment:

The empanelment of the agencies shall be initially for a period of two years. This may be extended for another one year subject to satisfactory performance of the empanelled agencies.

Annexure 'A'

EOI FOR EMPANELMENT OF PRODUCTION AGENCIES FOR PREPARATION OF SCIENCE BASED AUDIO-VISUAL MATERIALS.

1. Name of the Executive Producer:

2.	Name	of the organization:				
	•	Office Address in fu	ıl1:			
	•	Residential address the Executive Produ				
	•	Telephone No.:	Off:		Res:	
	•	Mobile No.:				
	•	E-Mail address:				
	•	Do you have branch outside Delhi (if yes			ndicated above in	n Delhi or
3.	Contac	ct Address at Delhi (f	or those a	gencies with head	lquarters outside	Delhi):
4.	-	u have your own stud , Video or audio or bo		mention)		
	Addre Teleph Fax: E-Mai	none no.:				

Is the studio (S) fully owned by your own organization or in partnership with some other organization?:

(Please attach list of shooting, recording, editing and other equipment and facilities along with documentary proof of ownership of studio and equipment)

- 5. Details of the Bank Draft/ Pay Order (Amount, date of issue, issuing branch and bank etc):
- 6. Is it a registered firm/company? : Yes/No (Copy of the certificate of registration be attached)
- 7. Is it empanelled with DAVP? : Yes/No (copy of the empanelment letter be attached)
- 8. Details of Professional Qualification and Experience of Executive Director, Cinematographer, Script Writer and Music Director of the agency:
 (attached extra sheet if necessary)(supporting documents be attached)
- 9. Experience of programme production (including video and audio programmes, documentaries/docu-dramas, and audio/video spots/ jingles)(attached extra sheet if necessary)(supporting documents be attached)
 - Title of the programme:
 - Total number of episodes(wherever applicable):
 - Channel on which telecast: (enclosed documentary evidence of telecast)
 - Dates/period of telecast:
 - TRP chart:
- 10. Experience of programme production (science & technology based programme) (attached extra sheet if necessary)(supporting documents be attached)
- 11. Deatails about Five outstanding production (audio/visual) jobs (including serials) (attached extra sheet if necessary)(supporting documents be attached)
- 12. Details of Income Tax Return, Service Tax and Balance sheet submitted for last three years.

 (supporting documents be attached)
- 13. Do you have service tax no.? : Yes/no (if yes please mention service tax no. and the details of the service tax paid last three years along with supporting documents)

	Signature
Full name and	
designation	
Official Seal	

DECLARATION

I	(Executive Producer) solemnly affirm that the
facts stated above are correct and nothing	has been withheld. If any information
submitted above, is found to be false or fa	abricated, I may be liable to be suspended and/or
debarred from empanelment with CSIR.	
	C: am atruma
	Signature
	Full Name
	Date

Official Seal

Note:

- 1. Please attach sheets wherever necessary
- 2. All the enclosures should be properly annexured and serial numbered
- 3. Please ensure that application form is complete. Incomplete application form would not be considered.
- 4. Last date for submission of complete application in prescribed proforma along with relevant document and demand draft is 14/09/07

DETAILS OF ENCLOSURES: (Please tick mark ' $\sqrt{}$ ')

- Documents in support of having at least three years experience in the production of audio-visual material as demonstrated by the important works completed by them during this period in each of the following categories: (i) Video programmes (ii) Audio programmes (iii) Documentaries/docudrama, and (iv)Audio/video spots/jingles.
- Details of minimum of five production jobs undertaken during last

- three years, each exceeding the value of rupees five lakhs along with documentary evidence.
- □ Evidence of empanelment with DAVP
- A copy of the balance sheet (including profit and loss account, auditors reports, and IT returns) for the last three financial years i.e. 2004-2005, 2005-2006 and 2006-2007, establishing the annual turnover of the agencies as specified in the eligibility criteria. A copy of the service tax receipts in support of annual turnover of production related jobs. Provision balance sheets be submitted for the financial year 2006-2007, duly certified by the Chartered Accountant.
- □ EOI security (EMD) for an amount of Rs. 1,00,000/- as specified in eligibility criteria.
- Organizational set up of the agency in terms of technical staff highlighting their professional competence and details of in-house infrastructure including production studio supporting claim for capability to undertake all categories of jobs specified above along with documentary evidence
- Details of production jobs undertaken by the agency on topics related to science and technology along with documentary evidence.

AGREEMENT

THIS AGREEMENT IS MADE on------ between the Council of Scientific & Industrial Research (CSIR), a Society registered under the Societies Registration Act, 1860 having its office at 2, Rafi Marg, New Delhi-110001 (hereinafter referred to as the COUNCIL, which expression shall unless repugnant to the context be deemed to include its successors-in-interest and assignees) of the ONE PART.

AND

----- represented through Mr. ----- who is duly authorized to execute this Agreement (hereinafter called the 'PRODUCER' which expression shall, unless excluded by or repugnant to the context, be deemed to include their/his/her successor-in-interest) of the OTHER PART.

WHEREAS the COUNCIL had decided to make audio visual/production software such as news magazine, docu-drama, other infotainment formats like documentaries, spots, etc. on themes relating to scientific and industrial research for creating awareness amongst its stakeholders about the research and development initiatives taken by the COUNCIL as well as happenings in its action centers - the various CSIR labs - in different parts of India, touching the lives of millions of Indians.

AND WHEREAS the PRODUCER is usually engaged in production of audio visual/production software and has offered his services to produce the audio visual/production software to the satisfaction of the COUNCIL WHEREAS the COUNCIL has decided to assign the production of audiovisual/production software on the terms and conditions as stipulated in this Agreement hereunder.

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NOW, THEREFORE, IT IS MUTUALLY AGREED BY THE PARTIES AS FOLLOWS:

- 1. The PRODUCER shall write script, shoot, direct, produce, edit, title and in all respects complete the specific audio visual/production software in video format in beta cam/or any other format decided by the COUNCIL on current DAVP rates (the rates applicable at the time of giving job order) plus Service Tax as applicable for master version in English and in addition thereto applicable DAVP rates plus Service Tax as applicable for other language versions. The PRODUCER shall be paid only after the completion of each production job, in all respects.
- 2. This Agreement shall be valid for a period of two years extendable by one more year depending on the satisfactory performance of the production agencies, from the date of signing of this Agreement. The date of commencement of the services pertaining to production jobs as outlined in each job order shall be that of which is intimated separately in writing by the COUNCIL and accepted by the PRODUCER.
- 3. The PRODUCER shall hand over to the COUNCIL the following material after completion of each audio-visual/production software:
 - a) One master tape in Beta-Cam format with mixed audio track
 - b) Second copy should contain effects and music on one track and the commentary and dialogue on the other track
 - c) Two sets of dope sheets
 - d) One set of all still photographs with their negatives in 120/620 size
 - e) One master CD/DVD- with mixed audio track

Upon delivery of the materials to the COUNCIL, the same will become the absolute property of the COUNCIL and it will have all the copyrights, distribution rights and other proprietary rights including rights on the negative prints, software, stills, sound, script, dialogue and music and rights of adoption and translation etc. The PRODUCER shall have no right or interest in the video/audio tape(s) or any part thereof or in any of the aforesaid rights and the PRODUCER shall not reproduce or use in any other manner, the whole or any part of the video/audio tape(s), whether directly or indirectly

- 4. In addition to master tapes in Beta Cam or any other format referred to in Clause 3, the PRODUCER may also be required by the COUNCIL to provide additional master tapes in Beta Cam or other format for purpose of telecast from different sources or for records of the COUNCIL.
- 5. The PRODUCER shall carry out the entire production work and arrange all materials to be used in connection therewith in pursuance of and in accordance with the instructions which may from time to time be given and furnished to him by the COUNCIL through the Head Unit for Science Dissemination (USD) CSIR HQ, New Delhi. The PRODUCER shall get the software approved by the Head, USD, CSIR in writing, at each of the following stages of services rendered by the PRODUCER;

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- a) After completion of script
- b) On approval of rough cuts and
- c) On delivery of audio-visual/production software on dates mutually agreed.
- 6. The PRODUCER shall execute the entire work specified and provided for in these clauses in the best professional skill and standards, generally applicable to the particulars contained herein or implied hereby and to such other additional particulars and instructions as may be found requisite to be given by the approving authority during the carrying out of work. The PRODUCER shall work to the entire satisfaction of the COUNCIL as per instructions and directions given by the COUNCIL. It is clearly understood that the term 'satisfaction' will neither imply interference or intervening in the creative endeavor of the PRODUCER nor affect in any way any obligation of the PRODUCER. The technical quality of the audiovisual/production software should be as per specifications of the COUNCIL as prescribed in each job order and in no case quality of production will be compromised.
- 7. The COUNCIL shall have free access to all or any of the offices or studios whether owned or hired by the PRODUCER and shall be at liberty at all times to inspect, examine and test the material, quality and workmanship of the PRODUCER. The COUNCIL may at any and every such time reject any or all of the material or workmanship which may seem to be defective or unfit for the purpose to which they are intended to be applied or if they are not in accordance with the specifications mentioned in each job order.
- 8. Any work not in accordance with the script finally approved by the COUNCIL under Clause 13 hereof or is composed of material disapproved by it or the workmanship whereof is disapproved by it shall be removed by the PRODUCER at his own risk and costs. The PRODUCER shall be bound to re-execute the same at his own cost and expenses to the satisfaction of the COUNCIL.
- 9. If at any of the stages specified in Clause (5) referred to above, the material or any part of the software as the case may be, is not finally approved by the COUNCIL (in this respect the opinion of the approving authority will be final and binding on the PRODUCER), it shall be deemed that its part which has not been approved by approving authority the same has not been performed by the PRODUCER and the COUNCIL will not be liable to pay any money to the PRODUCER in respect of any expenses incurred or services rendered by him on account of the production or the part of the software not approved.
- 10. The PRODUCER shall hold the audio-visual/production software and other material during its delivery to COUNCIL at his own cost and risk and shall take all necessary measures to preserve and protect it from risks till completion of the entire work and shall hand over everything in prefect and finished condition to the COUNCIL.
- 11. The agreement is declared to be personal to the PRODUCER. The PRODUCER shall not in any manner act contrary to any part of this Agreement by assigning, transferring or subcontracting any part of assigned work as per the Agreement to any other person. If the PRODUCER does so, the COUNCIL may by a written notice to the PRODUCER require

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him to withdraw from the production work of the audio-visual/production software and such requisite withdrawal shall in every respect have the effect as a requisite under clause 12 here under.

- 12. If the PRODUCER shall neglect or fail to comply with notices/requisitions orders/instructions or directions of the COUNCIL or the approving authority or if at any of the stages specified in Clause 5 thereon the material or the audio-visual/production software as the case may be is not finally approved by the approving authority, that the PRODUCER has failed to fulfill any other terms and conditions of this Agreement or making default in prosecution of the production work of the audio-visual/production software or any part thereof connected therewith with due and sufficient diligence and care or if the PRODUCER shall become insolvent, or be declared bankrupt or shall make a composition with his creditors, then in any of these cases, the COUNCIL may cancel this Agreement or without canceling or terminating this Agreement by a written notice require the PRODUCER to withdraw from the whole or any portion of the production work upon receipt of which the PRODUCER shall be bound forthwith to comply with such requisition and the COUNCIL upon cancellation or termination of this Agreement or upon service of the aforesaid notice may engage any other PRODUCER or PRODUCERS or workman herein after referred to as other producer or producer and/or procure or purchase requisite materials, implements and equipment for the due execution and completion thereof at the risks and costs of the PRODUCER and in that event the cost and charges incurred and damages suffered by the COUNCIL in so doing and any damages suffered by the COUNCIL due to stoppage or temporary cessation of the production work shall be liable to be recovered from the PRODUCER provided that the COUNCIL engages other PRODUCER or PRODUCERS or procure and purchase the requisite materials, implements and equipment for the sub execution and completion of the production within six months from the date of aforesaid notices or of cancellation or termination of this agreement as the case may be, provided, however, that the rights of the COUNCIL herein reserved shall be without prejudices to any rights of the COUNCIL as to damages, cancellation recession or otherwise whatever under the law or under this agreement PROVIDED FURTHER THAT the PRODUCER shall not be entitled to any gain arising from the procurement and purchase of the requisite materials, implements and equipment for the due execution and completion of the production of the audiovisual/production software made at the risk and cost of the PRODUCER.
- 13. The PRODUCER shall be bound to deliver to the COUNCIL, scripts of the audio-visual/production software for approval before commencement of the shooting. In the event of script/scripts being disapproved by the COUNCIL, the PRODUCER shall make available to the COUNCIL revised script incorporating the alterations and modifications suggested by the COUNCIL, within seven days of the date on which such instructions are communicated to the PRODUCER. The PRODUCER shall further be bound to deliver the audio-visual/production software as per agreed schedule for each job.
- 14. In case of any delay on the part of the PRODUCER, the PRODUCER shall be liable to pay to the COUNCIL, without prejudice to COUNCIL's other rights by way of compensation

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a sum equivalent to 2% per month of the consideration payable by the COUNCIL to the PRODUCER. In case the consideration payable has not yet been paid, the COUNCIL may deduct the amount of compensation payable from the amount of consideration, if any, payable by the COUNCIL to the PRODUCER. In case the consideration has already been paid or no consideration is payable, the PRODUCER shall be liable to pay the amount of compensation within 30 days to the COUNCIL merely on demand without any demur.

- 15. The PRODUCER shall be liable to pay all charges, expenses incurred in connection with this Agreement including stamp duty and all other disbursements.
- 16. In case of any disagreement between the parties to Agreement regarding any issue pertaining to production of audio-visual/production software in India or abroad, the decision of the COUNCIL shall be final and binding.
- 17. Any artist/workmen/officer/employee etc engaged by the PRODUCER for the purpose of rendering services under this Agreement shall continue to be the employee of the PRODUCER and the COUNCIL shall not have any liability whatsoever in this regard at any point of time.
- 18. The PRODUCER undertakes to indemnify the COUNCIL for any claims or litigation that may arise on account of any allegation of libel, slander, obscenity, infringement of any intellectual property rights made by any person about audio-visual/production software.
- 19. The PRODUCER undertakes to assume full responsibility of ensuring correct, factual portrayal in proper perspective of success stories and other information including authenticity and correctness of translation in language versions of each software and also undertakes to indemnify the COUNCIL for any claims or litigation that may arise on account of content relating to success stories and other information given in the audiovisual/production software and its presentation.
- 20. In case of the cessation of the production of audio-visual/production software for any *Force Majeure* events which include all acts or events beyond the control of parties, such as earthquakes, fire or other catastrophic, war, acts of State, Governmental action existing on or after the effective date of this Agreement which prevent totally or partially the fulfillment of the obligations of one or both the parties hereunder.

A party affected by an event of *Force Majeure* shall be released without any liability to the other from the performance of its obligations under this Agreement, except for payment of any amounts then due and payable, only to the extent and only for the period in which the performance of such obligations is prevented by circumstances of *Force Majeure* and provided that the affected party shall have given a notice to the other party. Provided such notice shall include a description of the nature of the event of *Force Majeure*, its cause and its possible consequences, the party claiming circumstances of *Force Majeure* shall promptly notify the other party of the termination of such event.

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Upon request, the invoking Force Majeure shall provide to the other party confirmation of the existence of the facts constituting Force Majeure. Such evidence shall consist of a statement of certificate of any Governmental Department or Agency. If such a statement or certificate cannot be reasonably be obtained, the party claiming Force Majeure may, as a substitute therefore, make a material statement, describing in detail the facts claimed to constitute Force Majeure and the reasons why such a certificate of statement confirming the existence of such facts cannot be reasonably be obtained.

During the period that the performance by one of the parties of its obligations under this Agreement has been suspended by an event of *Force Majeure*, the other party may likewise suspend the performance of all or part of its obligations hereunder, except for payment of any amounts then validly due.

Should the period of Force Majeure continue for more than six calendar months, either party may terminate this Agreement without liability to the other party except for payment validly due as of the termination date, upon giving written notice?

- 21. All notices required or allowed to be given hereunder shall be made by either
 - i. Delivery in person with signed receipt
 - Telex/Fax transmitted to the other party, or 11.
 - Registered Mail iii.

All notices shall be addressed to the parties respectively as following:

For PRODUCER

For COUNCIL Head, Unit for Science Dissemination (USD) Room No.1, Golden Jubilee Block 2, Rafi Marg, Anusandhan Bhawan New Delhi - 110001

Or to such other address as either party may from time to time specify by written notice to the other party.

22. Any dispute and difference arising out of this Agreement, except those for which provisions for settlement have been expressly provided herein shall be referred to the arbitrator or sole arbitrator or any officer appointed by the Director General, CSIR and the proceedings of arbitration shall proceed in accordance with the provisions of Arbitration and Conciliation Act, 1996. There shall be no objection to any such appointment on the ground that the arbitrator has dealt with the matter earlier at any stage. The award of such arbitrator shall be final and binding on both the parties to this Agreement. The venue of this

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arbitration proceeding shall be at New Delhi and the competent court at New Delhi will only have jurisdiction over such matters, and both the parties to this Agreement shall bear the cost of arbitration in equal shares.

- 23. In the event of such arbitrator to whom the matter is originally referred being transferred or on vacating his office or being unable to act for any reason, DGCSIR shall appoint another person to act as arbitrator in accordance with the terms of this Agreement. Such persons shall be entitled to proceed with the reference from the stage at which it was left by his predecessors.
- 24. In this Agreement wherever word HE/HIS/SHRI is used, the masculine includes feminine too.
- 25. COUNCIL shall have the rights to use the audio-visual/production software made by the PRODUCER for any purpose it wants and the PRODUCER shall have no further claims on the COUNCIL other than the consideration agreed upon.

In witness thereof the parties there to have set and subscribed their respective hands and seals on the day and year first herein above written.

For and on behalf of the

2.

THE COUNCIL Council of Scientific & Industrial Research Anusandhan Bhawan Rafi Marg, New Delhi – 110 001	PRODUCER
Dy. Secretary (General)	(Authorized Signatory)
Countersigned	
Finance & Account Officer	
WITNESS	
1.	