

COUNCIL OF SCIENTIFIC AND INDUSTRIAL RESEARCH

Anusandhan Bhavan, Rafi Marg

New Delhi

Bid Document

Request For Proposal (RFP)

For

Videography of Yoga Techniques / Postures

- (i) Last Date and time of Collecting Tenders
- (ii) Last Date and time for Submission of Bids: Oct 17, 2008 at 14.30 hrs.
- (iii) Date of Opening of Technical Bid for Videography
of Yoga Techniques / Postures : Oct 17, 2008 at 15.30 hrs.

Cost of Bid Document: Rs 500/-

Bid Document No.....
Date of Issue

Name of the Firm/Production House:
.....
.....
.....

Important Notice

An incomplete offer and/or late bid is liable to be ignored. To aid the Bidders in submitting complete offers, a checklist is included in the bid document (Annex. - 0). The bidders must fill this and submit along with their offer in their own interest.

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SECTION – I

INVITATION FOR THE BIDS

Videography of Yoga Techniques / Postures

1.1 Sealed bids in two parts, i.e., (i) Technical Bid & Earnest Money Deposit (EMD), and (ii) Financial Bid valid for 90 days are invited for Videography of Yoga techniques / postures. All the respective contents, i.e., (i) Technical Bid and Earnest Money Deposit, and (ii) Financial Bid should be submitted in separate envelopes duly sealed and clearly marking the type of content on the envelope, bidder's name and address on the top of the sealed envelope.

1.2 The eligibility of bidders is as mentioned below:

- (i) Bid is open to reputed Production Houses/Firms having minimum three years of experience in preparation of audio-visual material and documentaries, carrying out Videography involving commentary and still photography. Satisfactory completion certificate should be attached.
- (ii) Reputed professionally sound Production Houses/Firms having at least five similar production jobs undertaken during last three years, each one having value of approx. Rs. 8 lakh per annum in Govt./Autonomous Organizations or Public Sector Undertaking, with satisfactory completion certificates.
- (iii) Annual turnover of Rs 50 lakh for production related jobs consecutively during the last three financial years i.e. 2005-06, 2006-07 and 2007-08. The turnover is to be supported by financial statement of accounts (including balance sheet, profit and loss account, auditors report and IT returns), duly certified by the Chartered Accountant, along with service tax paid for production jobs undertaken during last three years.
- (iv) Office of the Production House/Firm should be at New Delhi/National Capital Region.

1.3 The bids complete in all respects addressed to the Controller of Administration, HRDC, Ghaziabad, should reach at the following address latest by Oct 17, 2008 at 14.30 hrs.

Controller of Administration
Human Resource Development Centre(CSIR)
Sector 19, Central Government Enclave, Kamla Nehru Nagar, PB No. 10
Ghaziabad 201002 (UP)
Phones: 0120-2789274, EPBAX lines - 2789866, 2789877, 2789837

1.4 The Technical Bid will be opened in HRDC, Ghaziabad on the same day (last date of submission of the Bid) on Oct 17, 2008 at 15.30 hrs in the presence of bidders who choose to be present and whose EMD is in order.

SECTION – II

TECHNICAL SPECIFICATIONS AND REQUIREMENTS OF VIDEOGRAPHY JOB

2.1 Introduction

Council of Scientific & Industrial Research (CSIR) is one of the largest publicly funded organizations in the world. It has a network of 37 laboratories and their field centres are spread across the country.

CSIR has undertaken a collaborative project with the Department of Ayurveda, Yoga and Naturopathy, Unani, Siddha and Homoeopathy (AYUSH), Ministry of Health & Family Welfare (Government of India) on Traditional Knowledge Digital Library (TKDL) tenable at CSIR. TKDL portal, a multilingual one, will be available in English, German, French, Spanish and Japanese languages.

TKDL-Yoga project of CSIR is being accomplished at Morarji Desai National institute of Yoga, Ashok road, New Delhi-68.

2.2 Scope of work

It is proposed to create the Traditional knowledge Digital Library for Yoga system. For this project, it is proposed to videograph about 1500 no. of Yoga techniques (like asanas, pranayama, mudras & bandhas, kriyas etc.), of approx. 10 minutes duration each. Offers are invited from reputed Production Houses / Firms for the said work, which will be purely on contract basis and for a fixed duration.

Potential Production Houses/ Firms may provide costing for videography of yoga techniques inclusive of background music and commentary.

2.2.1 Requirements and Technical Specifications

Offers are invited from Production Houses for executing job of Videography of about 1500 Yoga techniques (like asanas, pranayama, mudras & bandhas, kriyas etc.), of approx. 10 minutes duration each.

The Production Houses applying for the above job have to ensure that some of the technical requirements mentioned hereunder are to be essentially met, for the job.

- (i) Videography has to be a multicam shoot using at least three cameras
- (ii) One clip for one yoga technique is to be prepared
- (iii) Camcorder used must have specifications at least equivalent to those of

D 50 Sony camera or Ikegami camera with Digi beta 500 recorder or Dsr 45 p recorder, GVG 1200 switcher, Vetroscope, Waveform Monitors, CCU cables.

- (iv) Format used may be either of the mentioned ones i.e. DV Cam Tape / Digi beta Tape /HDV/Mini DV/ DVCPRO
- (v) Editing has to be Non-linear

2.2.1.1 Agency is required to provide two models (one male & one female) not exceeding 25 years of age, to perform Yoga asanas/exercises under the supervision of experts. These models would be trained by experts to perform Yoga asanas /exercises and would be videographed.

2.2. 1.2 Agency is also required to provide costumes and backdrop for models who would be video graphed for Yoga asanas/exercises.

2.2.1.3 Commentary would be in English with recitations in Sanskrit language (Sanskrit recitation preferably be in female voice and English commentary in male voice). Script would be provided by TKDL Project, which can be edited by the Agency. Agency would provide, English commentators and will give subtitles in German, French, Spanish and Japanese to respective *shloka*, script for which in soft copy/hard copy would be provided by TKDL.

The other Requirements and Responsibilities of the Vendor and the TKDL/CSIR are given below:

S.No.	Requirements/ Specifications	Responsibility	Remarks
1.	i) Script in English (with Sanskrit recitations) ii) Script for subtitles in German, French, Spanish & Japanese	-To be provided by TKDL -To be provided by TKDL	Samples of one of the smallest and one of the largest Yoga techniques has been attached as Annex VIII
2.	Models / Demonstrators (One Male & One Female)	To be arranged by vendor	Details mentioned in clause 2.2.1.1.
3.	Costumes of Models and Backdrops	To be arranged by vendor	Details mentioned in clause 2.2.1.2.
4.	Videography	Vendor	Following is to be mentioned specifically along with estimated cost (per yoga technique rate) i. Number of Cameras required to be used ii. Format to be used iii. Manpower requirement e.g. No. of camera person, Sound recording person
5.	Commentary (in English with recitation of Sanskrit slokas and provision of sub-titles in German, French, Spanish & Japanese)	Vendor	Number of Commentators required is two (preferably one male & one female) Details in clause 2.2.1.3.
6.	Background Music	Vendor	Music has to be Copyright free
7.	Venue of Videography	To be arranged by CSIR/MDNIY	i. The venue of the shooting is tentatively fixed as Morarji Desai National Institute of Yoga, 68, Ashoka Road, New Delhi. The venue may change in case of any unforeseen conditions. ii. The firm may have to visit any part of the country for few shots.
8.	Arrangement of Sound Studio for recording	Vendor	
9.	Final Video and Sound Editing	Vendor	
10.	Manpower Requirement e.g. Director, Attendants	Vendor	Numbers to be mentioned specifically alongwith estimated hiring cost
11.	Deliverables - Five copies of Edited Masters in Beta, Digi Beta, DVD & VCD formats	Vendor	

SECTION - III

INSTRUCTIONS TO BIDDERS

3.1 Scope of Work - For detail please refer to Section II.

3.1.1 Videography of Yoga techniques will have to be carried out. For details please refer to Section II Clause 2.2.1.

3.2 Bidders

3.2.1 This invitation for bids is open to all as per Section-I Clause 1.2.

3.2.2 Bidders must have executed orders as per Section-I. Clause 1.2.

3.3 Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of its bid, and CSIR in no case shall be responsible or liable for these costs, regardless of the conduct or the outcome of the bidding process.

3.4 The Bidding Documents

3.4.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents, which is to be returned duly signed, as an acceptance of Technical Bid document. In addition to the invitation for bids, the bidding documents include:

- (a) Instructions to bidders
- (b) Schedule of requirements
- (c) Technical Specifications
- (d) General Conditions of Contract
- (e) Bid form and price schedule, etc.
- (f) Other required terms and conditions/documents

3.4.2 The bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. Failure to furnish all information required or submission of bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

3.5 Preparation of Bids

The bids are to be submitted in separate sealed envelopes as mentioned below:

- a. Technical Bid for Videography of Yoga techniques / postures
- b. Financial Bid for Videography of Yoga techniques / postures

3.5.1 Technical Bid:

The Technical bid prepared by the bidder shall be provided in the following **Model Response Format** to be returned duly signed along with Technical Bid:

Model Response Format

- (i) Quality of the system
- (ii) Time Schedule
- (iii) Commercial reputation of the Production House/ Firm for Videography involving commentary and still photography. The firms should have at least five contracts of approx. Rs. 8 lakh each in Govt/Autonomous Organizations or Public Sector Undertaking, during the last three years.
- (iv) Copy of the audited balance sheet of the firm including the annual financial statement indicating Turn over/ up to date income tax clearance certificate.

3.5.2 Financial Bid:

- (i) The financial bid shall indicate the cost (in Indian Rupees) of Videography of Yoga techniques / postures on single technique (Asana/Posture) basis inclusive of commentary, Sanskrit *shloka* recitation, background music and all other infrastructure requirements.
- (ii) The financial bid shall also indicate the hiring cost of Models, Director, Technicians, on per day basis.
- (iii) Quoted prices should be inclusive of service tax or any other tax/charges applicable.
- (iv) Prices quoted by the bidder shall be fixed during the bidders performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price, quotation will be treated as non-responsive and will be rejected.
- (v) All prices and other information like discount etc. having a bearing on the price shall be written both in figures and words in the prescribed offer form. If there is discrepancy between the price/information, the higher price/information will be treated as final.

- (vi) During the validity of this bid or during the extended period, if any, if the bidder does the videography job with the same technical specifications as mentioned under Section II for any other Department/Organization in India at a price lower than the fixed price, the bidder shall automatically pass on the benefits to CSIR
- (vii) Rates should be valid for 90 days from the date of opening of technical Bids.

3.5.3 The approximate estimated cost of Videography of Yoga techniques / postures may be Rs 12,00000/-.

3.6 Submission of Bids

3.6.1 Sealing and Marking of Bids

- (i) The bids shall be submitted in separate sealed covers, which shall be marked as “Technical Bid for Videography of Yoga techniques / postures” and “EMD and Financial Bid”.
- (ii) The outer envelope containing Technical Bid and Financial Bid for Videography of Yoga techniques shall be addressed to **Controller of Administration, HRDC, Ghaziabad** mentioning bid no. and due date.
- (iii) The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late.

3.6.2 Deadline for Submission of Bids

- (i) Bids must be received by **Controller of Administration, HRDC, Ghaziabad**, at the address given in Section-I not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for CSIR, the bids will be received up to the appointed time on the next working day.
- (ii) The CSIR may, at its discretion extend this deadline for submission of bids by amending the bid documents, in which case all rights and obligations of the CSIR and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

3.6.3 Late Bids

Any bid received by Controller of Administration, HRDC, Ghaziabad, after the deadline for submission of bids prescribed by the CSIR will be rejected and/or returned unopened to the bidder.

3.7 Bid Opening and Evaluation

3.7.1 Opening of Technical Bids by Purchaser

Controller of Administration, HRDC, Ghaziabad, will open all technical bids if the EMD (of Rs. 50,000 for Videography of Yoga techniques / postures) is submitted as per requirement in the presence of bidders' representatives, who choose to attend, at the time, on the date and at the place specified in Section-I. The bidders' representatives present there, shall sign a register evidencing their attendance. In the event of the specified date of the bid opening being declared a holiday for CSIR the bids shall be opened at the appointed time and location on the next working day.

3.7.2 Clarification of Bids

- (i) During evaluation of the bids CSIR may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.
- (ii) No Bidder shall contact CSIR on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser, it should be done in writing.
- (iii) Any effort by a Bidder to influence CSIR in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
- (iv) The tenderers could also be called for discussion and could also be allowed to modify their technical bids to suit the organization's requirements. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be allowed to withdraw their price bids and send again a revised bid in a sealed envelope or to adhere to the original price bid sent. These price bids shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

3.7.3 Evaluation of Technical Bid

- (i) Detailed technical evaluation will be carried out pursuant to clause 3.5.1 including other parameters/requirements and CSIR will determine the substantial responsiveness of each

bid to the Bidding Documents. For purpose of these Clauses, a substantially responsive bid is one, which conforms to all specifications & terms and conditions of the Bidding Documents without deviations.

- (ii) A bid determined as not substantially responsive may be rejected by CSIR and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

3.7.4 Opening of Financial Bids

- (i) The purchaser will open the Financial bids of only those bidders, which have been found to be technically qualified to undertake the job, pursuant to Clause 3.7.3.
- (ii) The Financial Bids of the technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on a specified date and time and Venue.

3.7.5 Evaluation and Comparison of Bids

- (i) The comparison shall be of all-inclusive price of Videography of Yoga techniques/postures such price to include all costs as well as taxes payable.
- (ii) Bidders shall state their bid price for the payment schedule outlined in the clause 4.7. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The Purchaser may consider the alternative payment schedule offered by the selected Bidder but it may not be binding on CSIR.

3.8 Award of Contract

3.8.1 Award Criteria

CSIR will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily, for which the firm may be asked for making a presentation, along with other parameters.

3.8.2 Notification of award

Prior to the expiration of the period of bid validity CSIR will place a firm order or notify the successful Bidder in writing by fax to be confirmed in writing by speed post or hand delivery that his bid has been accepted.

3.8.3 Signing of Contract

- (i) At the same time as CSIR notifies the successful Bidder that its bid has been accepted, it will send the Bidder the Work Order, incorporating major terms.
- (ii) Within seven (7) days of receipt of the Order, the successful Bidder shall acknowledge the same.
- (iii) Failure of the Successful Bidder to comply with the requirement of Clause **3.8.3(ii)** shall constitute sufficient grounds for the annulment of the award and forfeiture of EMD in which event the Purchases may make the award to the next evaluated bidder or call for new bids.

3.8.4 Corrupt or Fraudulent Practices

- (i) Bidders shall observe the highest standard of ethics during the procurement and execution of the contract.
- (ii) CSIR will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (iii) CSIR will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.

3.8.5 Miscellaneous

- (i) CSIR reserves the right to accept or reject any bid, in part or full, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for the action.
- (ii) The ownership of the video-film will at all times rest with the TKDL/CSIR and the Production house/firm will have no proprietary or other rights in respect of the same.

3.9 Factors affecting the Award of Contract

- (i) The bidders must have minimum three years of experience in carrying out the jobs as given in Section II Clause 2.2.1 with its satisfactory completion certificate.
- (ii) The bidders must have at least five similar production jobs undertaken during last three years, each one having value of approx. Rs. 8 lakh per annum in Govt./Autonomous Organizations/Public Sector Undertaking/corporate bodies, with satisfactory completion certificates, alongwith sample of videographed film.
- (iii) Annual turnover of Rs 50 lakh for production related jobs consecutively during the last three financial years i.e. 2005-06, 2006-07 and 2007-08. The turnover is to be supported by financial statement of accounts (including balance sheet, profit and loss account, auditors report and IT returns), duly certified by the Chartered Accountant, along with service tax paid for production jobs undertaken during last three years.
- (iv) Conformity with the Request for Quotation required and conditions.
- (v) The assessment based on the response to Technical Model Response Format
- (vi) The assessment of the capability of the bidder to meet the terms and conditions
- (vii) In case the first tenderer is debarred, the tender can be awarded to the next lowest bidder or CSIR reserves the right to cancel the tender or call a fresh bid.
- (viii) As and when there is a downward revision in prices, the firm will provide revised pricing details.
- (ix) Fulfillment of other terms and conditions, including office etc. at New Delhi/ NCR region.

SECTION - IV

GENERAL TERMS AND CONDITIONS OF CONTRACT

4.1 Definitions and Interpretation

In this contract, the following terms shall be interpreted as indicated:

- (i) "The Contract" means the agreement entered into between CSIR and the firm as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- (ii) "The Contract Price" means the price payable to the Firm under the Contract for the full and proper performance of its contractual obligations;
- (iii) "The Services" means those services provided by the firm related to videography as given in Section II, covered under the Contract;
- (iv) "CSIR" i.e., Council of Scientific and Industrial Research, is the organization and includes an officer who is authorized on behalf of CSIR
- (v) "Day" means calendar day.

4.2 Schedule of Requirements

- (i) Potential Firms should provide detailed activities time schedule, which represents the shortest practical time to complete the videography job and meet the obligations of the requirements, the time **not exceeding 120 working days**. All significant activities must be included, including those associated with the delivery of the deliverables mentioned.
- (ii) The delay in meeting the activities schedule will call for a penalty as mentioned in **clause 4.6**.

4.3 Acceptance Certificate

On successful receipt of deliverables etc., and after CSIR is satisfied with the Videography work executed, the acceptance certificate (Annex. – VIII and/or VIIIA) signed by the representative of the CSIR and representative of the firm will be issued. The date on which such certificate is signed shall be deemed to be the date of successful completion of the job.

4.4 Performance Security/Bank Guarantee

- (i) The bidder should furnish security to CSIR for an amount of 10% of the contract value, valid up to for 60 days after performance obligation (job work), for the release of balance 30% payment.
- (ii) CSIR can deduct as compensation from the Performance Security/Bank Guarantee for failures on the firm's part to complete its obligation under the contract.
- (iii) The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank (Annex. – II) or A Bankers Cheque or Demand Draft

4.5 Verification Tests

- (i) CSIR has right to get the job carried out by the firm, thoroughly examined to confirm their conformity to the contract specification at no extra cost to CSIR
- (ii) Should any services fail to conform to the specification, CSIR may reject them and the firm shall make all corrections necessary to meet specification requirements free of cost to the purchaser.

4.6 Penalty for delays in the delivery of the job work

1. In case of delay in delivery of the deliverables, contract liquated damages @ 1% per week subject to a maximum of 10% will be imposed.
2. Videography job should be completed within 90 working days from the date of award of the job work by CSIR. However, if the above condition is not complied with, a penalty of Rs 200/- (Rupees two hundred only) per day will be levied.

4.7 Payment

- (i) Advance payment request will not be entertained.
- (ii) Payment will be effected in Indian Rupees only in the form of cheque / demand draft.
- (iv) Payment shall be made on the recommendations of a duly constituted technical Committee for examining the quality of video films delivered as per the terms and conditions mentioned in the tender.
- (v) First installment of payment of 70 % of the total approved cost will be made by cheque / bank draft on completion of videography job and submission of Unmixed master of English (with subtitles in other languages), in Beta, Digi Beta, DVD & VCD formats.

- (vi) Second installment of payment i.e. 30 % of of the total approved cost will be made by cheque / bank draft on integration of submitted DVDs in TKDL (Yoga) database for which agency would interface with TKDL team and would render all assistance during the integration process.
- (vii) Selected Agency/Production house will submit pre-receipted bills in two installments as per the break-up given above after the completion of each activity in triplicate alongwith third party bills wherever required to CSIR.

4.8 Earnest Money Deposit:

- (i) The bidder shall have to deposit EMD of **Rs. 50,000 (Rupees Fifty thousand only)** for Videography of Yoga techniques / postures in the form of a Demand Draft or Bank Guarantee as per Annexure-II (A) in favour of the **Controller of Administration, HRDC, Ghaziabad**, along with their bids. Cheques will not be accepted.
- (ii) Any bid without EMD in accordance with Clause 4.8 (i) above will be rejected and will not be opened.
- (iii) Unsuccessful bidder's EMD will be returned as promptly as possible but not later than 30 days after the expiry of the period of the validity prescribed by CSIR.
- (iv) Successful bidder's EMD will be discharged when the bidder furnished the performance security pursuant to Clause 4.4.
- (v) The EMD may be forfeited: (a) if a bidder withdraws its bid during the period of bid validity specified by the bidder on the bid form. Or (b) In case of a successful bidder, if the bidder fails (i) to acknowledge the order in accordance with Clause 3.8.3.

4.9 Delivery of the deliverables

- (i) Videography of Yoga techniques / postures job shall be delivered in soft copy by means of open delivery. The job work must be delivered in full as per the order for acceptance.
- (ii) Job work found unsuitable and/or not conforming to the specification and not being able to pass the acceptance test will be rejected. Such job work, if any, shall have to be corrected forthwith at the cost of the bidder.
- (iv) All items should be delivered within the stipulated activity schedule indicated by the vendor as per Clause 4.2 but in no case should the delivery period exceed 90 days from the date of the order failing which liquidated damages of 1% of the total value of the order per week will be levied, subject to a maximum of 10%. If delivery of the job

work is delayed beyond the extended period, the order is likely to be cancelled and the EMD will be forfeited.

4.9 Arbitration

Except where otherwise provided in the Contract, all questions and disputes relating to the meaning of the specifications, and instructions herein before mentioned and as to the quality of the videography, as to any question, claim, right, matter or thing whatsoever, in any way arising out of or relating to the Contract, Specification, estimates, instructions, orders or these conditions or otherwise concerning the works, or the execution of the same whether arising during the process of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of a person nominated by the Director General, Council of Scientific & Industrial Research, New Delhi, and if he is unable or unwilling to act to the sole arbitration of some other person appointed by him willing to act as such arbitrator. The submission shall be deemed to be Submission to Arbitration under the meaning of the Arbitration Act, 1940 or any satisfactory modification or reenactment thereof for the time being in force, conclusive and binding on all parties of the Contract.

SECTION –V

ANNEXS/ FORMATS FOR BID SUBMISSION

Annex. - 0

Checklist for Bid Submission

The following check-list must be filled in and submitted with the bid document:

EMD: Have you submitted the EMD asked for by us? Yes/No

Technical Bid:

1. Has the bid document been issued to you?	Yes/No
2. Have you attached the bid form shown in Annex.-I	Yes/No
3. Have you attached a copy of the last audited balance sheet of your firm	Yes/No
4. Have you attached proof of having minimum three years of experience in carrying out Videography job, as given in Section II Clause 2.2?	Yes/No
5. Have you attached the details of the income tax registration and latest income tax clearance certificate?	Yes/No
6. Have you attached the statement of deviations from the technical specifications in the format specified in Annexure-III?	Yes/No
7. Have you provided the proof of having successfully completed at least five jobs of approx. Rs. 8 lakh each, in Govt/Autonomous Organizations or Public Sector Undertaking, in the last three years?	Yes/No
8. Have you attached the technical details of the services offered as a part of this bid document?	Yes/No
9. Have you attached the copies of relevant work orders executed during the last three years?	Yes/No
10. Have you attached the Financial statement of Accounts (including balance sheets, profit and loss account, Auditors report and IT returns duly certified by Chartered Accountant alongwith service tax statement for the production jobs undertaken during the last three years	

Financial Bid:

11. Have you attached the bid form in the format shown in Annexure-IV?	Yes/No
12. Have you attached the price schedule for the services offered in the format specified in Annexure –V?	Yes/No
13. Have you attached the statement of deviations from the Financial terms and conditions in the format specified in Annexure-VI?	Yes/No

Please arrange your bid document for each part as given below:

EMD Demand Draft; below that

TECHNICAL BID:

1. Bid Form (Annex. –I) below that
2. Copy of the last audited balance sheet of the company; below that
3. Proof of having minimum three years of experience in carrying out Videography job; below that
4. SARAL/Assessment Order/latest income tax clearance certificate; below that
5. Technical details of the services offered; below that
6. Statement of deviation from the technical specifications (Annexure –III); below that
7. Proof of having at least three contract of approx. Rs. 8 lakh per annum in Govt/Autonomous Organizations or Public Sector Undertaking along with its completion certificates; below that
8. Copies of relevant work orders, below that
9. Proof of the qualifications of the persons involved in the Videography job, below that
10. Technical Tenders to be submitted after duly signed and stamping, below that
11. Separate EMD, Bank draft/Banker's cheques as per tender document, below that
12. Office at New Delhi/NCR

FINANCIAL BID:

1. Bid Form (Annexure -IV); below that
2. Estimated quantity and Financial Bid Analysis (Annexure –V); below that
3. Statement of deviations from Financial terms and conditions (Annexure -VI).

NOTE: If the bid is not submitted as per the format, the same is liable to be rejected.

ANNEX. –I

**BID FORM
(Technical Bid)**

(To be submitted on the firm's letter head and signed by an authorised person)

To

Controller of Administration
Human Resource Development Centre(CSIR)
Sector 19, Central Government Enclave
Kamla Nehru Nagar, PB No. 10
Ghaziabad 201002 (UP)

Ref: Bid document No.

dated-----

Sir,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to undertake the job Preparation of video clippings of Yoga practices / techniques as per the schedule of requirements and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the job in accordance with the delivery schedule specified in the bidding documents.

If our bid is accepted, we will submit a bank guarantee for the sum equivalent to 10% of the Contract Price for the due performance of the Contract, in the form prescribed by the CSIR.

We agree to abide by this bid for a period of Ninety days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

1. We declare:

- i) that we have carried out the jobs of preparation of audio-visual material and documentaries, Videography involving commentary and still photography for the following

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.....

that we have highly qualified and experienced persons to carry out the work mentioned above.

2. We hereby offer to carry out Videography of Yoga practices / techniques work at the rates mentioned in the Financial Bid.

3. We enclose herewith the complete Technical Bid as required by you. This includes:

- (i) Bid Form (Annex. –I) below that

- (ii) Copy of the last audited balance sheet of the company; below that
- (iii) Proof of having minimum three years of experience in carrying out video shooting job work; below that
- (iv) SARAL/Assessment Order/latest income tax clearance certificate; below that
- (v) Technical details of the services offered; below that
- (vi) Statement of deviation from the technical specifications (Annexure –III); below that
- (vii) Proof of having undertaken at least five jobs of approx. Rs. 8 lakh in Govt/Autonomous Organizations or Public Sector Undertaking in last three years; below that
- (viii) Copies of relevant work orders, below that
- (ix) Technical Tenders to be submitted after duly signed and stamping, below that
- (xi) Separate EMD, Bank draft/Banker's cheques as per tender document, below that
- (xii) Office at Delhi/New Delhi/NCR.

4. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to carry out the work as per these terms and conditions.

5. Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of the sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/by virtue of general power of attorney,

or

A company and the person signing the document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections/deletions should invariable by duly attested by the person authorized to sign the bid document)

6. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 2008

Signature of Bidder

Details of enclosures.

Full Address: _____

Telephone No. _____

Telegraphic Address: _____

Fax No. _____

E-mail

COMPANY SEAL

ANNEXURE –II

PERFORMANCE SECURITY FORM (in pursuant with clause 4.4)

To _____ (.....)

WHEREAS(Name of firm) hereinafter called “the firm” has undertaken, in pursuance of contract No..... dated 20 to supply(Description of job works) hereinafter called “the order”.

AND WHEREAS it has been stipulated by you in the said order that the firm shall furnish you with a Bank guarantee by a recognised bank for the sum specified therein as security for compliance with the firm’s performance obligations in accordance with the order.

AND WHEREAS we have agreed to give the firm a Guarantee:

THEREFORE WE hereby affirm that we are Guarantors and responsible to you, on behalf of the firm, up to a total of (Amount of the Guarantee in Words and figures) and we undertake to pay you, upon your first written demand declaring the vendor to be in default under the order and without civil or argument, any sum or sums within the limit of (Amount of Guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

This guarantee is valid until the day of20.....

Signature and Seal of guarantors

.....
.....
.....

Date20.....

Address :.....

.....
.....

All correspondence with reference to this guarantee shall be made at the following address:

Controller of Administration
Human Resource Development Centre(CSIR)
Sector 19, Central Government Enclave
Kamla Nehru Nagar, PB No. 10
Ghaziabad 201002 (UP)

ANNEX.-II (A)
BID SECURITY FORM (EMD)
(in pursuant with clause 4.8)

Whereas¹(hereinafter called "the Bidder") has submitted its bid dated (date of submission of bid) for the work of (description of the Videography job) (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that WE (name of bank) of (name of the country), having our registered office at (address of Bank) (herein after called "the Bank"), are bound unto (authorized person of) (hereinafter called ".....") in the sum of for which payment well and truly to be made to the said, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this day of 20 THE CONDITIONS of this obligation are:

1. If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by during the period of bid validity:
 - (a) fails or refuses to execute the Contract Form if required; or
 - (b) fails or refuses to furnish the performance security, in accordance with the Instructions to Bidders.

We undertake to pay up to the above amount upon receipt of its first written demand, without having to substantiate its demand, provided that in its demand will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee shall remain in force up to and including forty five (45) days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

.....
(Signature of the Bank)

¹ Name of Bidder

ANNEX. –III

STATEMENT OF DEVIATIONS FROM TECHNICAL SPECIFICATIONS AND SCHEDULE OF REQUIREMENTS

Dear Sir,

Following are the Technical deviations and variations from the Technical specifications and Schedule of Requirements. These deviations and variations are exhaustive. Except these deviations and variations, the entire work shall be performed as per your specifications and documents.

Sl.No.	Item	Statement of deviations/variatio

Signature of the Bidder

Name:

Date:

Place:

Business Address:

ANNEX. - IV

Bid Form (Financial Bid) (On the letter head of the firm submitting the bid document)

To

Controller of Administration
Human Resource Development Centre(CSIR)
Sector 19, Central Government Enclave, Kamla Nehru Nagar, PB No. 10
Ghaziabad 201002 (UP)

Ref: Bid document No

dated-----

Sir,

Having examined the bidding documents and having submitted the technical bid for the same, we, the undersigned, hereby submit the financial bid for translation and/or verification work as per the schedule of requirements and in conformity with the said bidding documents.

We hereby offer to undertake the job of Videography of Yoga techniques/postures at the prices and rates mentioned in the Commercial Bid.

We do hereby undertake, that, in the event of acceptance of our bid, the work on videography of Yoga practices / techniques shall be made as stipulated in the schedule to the Bid document and that we shall perform all the incidental services.

The prices quoted are inclusive of all charges including service or other charges.

We enclose herewith the complete Financial Bid as required by you. This includes:

- Bid Letter
- Price Schedule
- Statement of deviations from Financial terms and conditions

We agree to abide by our offer for a period of 120 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.

We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to carry out the work as per these terms and conditions. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

Certified that the bidder is:

A sole proprietorship firm and the person signing the bid document is the sole proprietor/constituted attorney of sole proprietor,

or

A partnership firm, and the person signing the bid document is a partner of the firm and he has authority to refer to arbitration disputes concerning the business of the partnership by virtue of the partnership agreement/ by virtue of general power of attorney,

or

A company and the person signing the bid document is the constituted attorney.

(NOTE: Delete whatever is not applicable. All corrections / deletions should invariably be duly attested by the person authorised to sign the bid document.)

We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of _____ 2008

Signature of Bidder

Details of enclosures

Full Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail:

COMPANY SEAL

ANNEX. – V

Financial Bid (including, service tax, TDS, or any other tax)

Cost for the Services Offered for Videography job of International Standard

Estimated cost is to be provided for videography of about 1500 number of Yoga Techniques according to the format given below:

S.No.	Requirements	Details	Cost (in Rs.) inclusive of Service tax and other Taxes
1.	Models / Demonstrators (One Male & One Female), inclusive of Costumes of Models	Cost to be given per Yoga technique basis (each technique to be performed by male and female model together)	
2.	Videography	Cost to be given on videography per Yoga technique basis (inclusive of commentary in English, recitation of Sanskrit slokas, sub-titles in German, French, Spanish & Japanese, all infrastructure requirements like lighting arrangement, backdrop, background music, hiring cost of Director, Technicians, Attendants etc.). The break-up cost on each of the requirements is also to be given.	
		Total Cost Per Yoga Technique	

- (i) **The complete work on videography must be completed within 120 days from the date of initiation/handing over of the job.**
- (ii) Actual payment shall be computed on the basis of the number of Yoga techniques videographed, in other words, the actual quantity of work shall form the basis.
- (iii) **The price quoted should be inclusive of all charges including all applicable taxes, and all other miscellaneous expenses.**

(Signature of the bidder)

Name:

Place: Date:

Seal

Date:
Seal

ANNEX. - VI

STATEMENT OF FINANCIAL DEVIATIONS

Dear Sir,

Following are the Financial deviations(s) and variation(s) from the exceptions to the specifications and documents for the Bid document. These deviation(s) and variation(s) are exhaustive. Except these deviation(s) and variation(s), the entire work shall be performed as per your specifications and documents.

Sl. No.	Section No.	Clause No.	Statement of deviation(s) and variation(s)

(Signature of the bidder)

Name:
Place:
Date:
Seal

ANNEX. –VII

Proforma of Certificate for Joint Report after Successful completion of the job of Videography of Yoga practices / techniques

No.

Dated:

M/s _____

Sub: Certificate of completion of the job of Videography of Yoga practices / techniques

1. This is to certify that the job of Videography of Yoga practices / techniques (subject to remarks in para 2) has been successfully completed.

(a) Contract No _____ dated _____

(b) Description of the work _____

(c) Name of the consignee _____

(d) Date of proving/acceptance test _____

1. Details of recoveries to be made on that account:

Sl. No.	Description	Amount to be recovered
---------	-------------	------------------------

2. The verification test has been done and is to our entire satisfaction.

The vendor has fulfilled his contractual obligations satisfactorily

or

The vendor has failed to fulfill his contractual obligations with regard to the following:

(a).....

(b)

(c).....

(d).....

3. The amount of recovery on account of errors committed is given under Para No. 2.

The amount of recovery on account of failure of the vendor to meet his contractual obligations is as indicated at Sr. No. 3.

For firm

Signature.....

Name.....

Designation.....

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/TKDL had decided for Videography of Yoga techniques/postures for Traditional Knowledge Digital Library–Yoga (TKDL-Yoga) Project.

AND WHEREAS the PRODUCER is usually engaged in preparation of audio-visual material and documentaries carrying out videography involving commentary and still photography has offered his services for Videography of Yoga techniques/postures for Traditional Knowledge Digital Library–Yoga (TKDL-Yoga) Project, to the satisfaction of the COUNCIL WHEREAS the COUNCIL has decided to assign the job of Videography of Yoga techniques/postures for Traditional Knowledge Digital Library–Yoga (TKDL-Yoga) Project, on the terms and conditions as stipulated in this Agreement hereunder.

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

1. The PRODUCER shall edit script, shoot, direct, produce, edit, title and in all respects complete the job of Videography of Yoga techniques/postures for Traditional Knowledge Digital Library–Yoga (TKDL-Yoga) Project in beta cam/or any other format mentioned in Section 2.2.1 of the document. The PRODUCER shall be paid as per Section 4.7.

2. The PRODUCER shall hand over to the COUNCIL the following material after completion of the job:

- a) One master tape in the format mentioned in Section 2.2.1 with mixed audio track
- b) Second copy should contain effects and music on one track and the commentary and recitation 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. 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 Project Leader, TKDL, New Delhi. The PRODUCER shall get the job approved by the Project Leader, TKDL, CSIR in writing, at each of the following stages of services rendered by the PRODUCER;

- a) After finalization of the script
- b) On approval of rough cuts and
- c) On delivery of products mentioned in (2) above, 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 products 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 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 products 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 perfect 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 sub-contracting 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 him to withdraw from the job of Videography of Yoga techniques/postures for Traditional Knowledge Digital Library-Yoga (TKDL-Yoga) Project, and such requisite withdrawal shall in every respect have the effect as a requisite under clause 12 hereunder.

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 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 given production work 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 job of Videography, made at the risk and cost of the PRODUCER.

13. The PRODUCER shall be bound to deliver to the COUNCIL, finalized scripts of the audiovisuals 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 same, as per agreed schedule for the 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

15. 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.

16. The PRODUCER shall be liable to pay all charges, expenses incurred in connection with this Agreement including stamp duty and all other disbursements.

17. In case of any disagreement between the parties to Agreement regarding any issue pertaining to job of Videography of Yoga techniques/postures for Traditional Knowledge Digital Library-Yoga (TKDL-Yoga) Project, in India or abroad, the decision of the COUNCIL shall be final and binding.

18. 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.

19. 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 job of Videography of Yoga techniques/postures for Traditional Knowledge Digital Library-Yoga (TKDL-Yoga) Project.

20. In case of the cessation of Videography job 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.

21. 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 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?

22. All notices required or allowed to be given hereunder shall be made by either

- i. Delivery in person with signed receipt
- ii. Telex/Fax transmitted to the other party, or
- iii. Registered Mail

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

For PRODUCER

For COUNCIL

The Project Leader
Traditional knowledge Digital Library Project (CSIR)
At Morarji Desai National Institute of Yoga
68, Ashok Road
New Delhi

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

23. 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 The Project Leader, Traditional knowledge Digital Library Project (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 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.

24. 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, the Project Leader, Traditional knowledge Digital Library Project (CSIR), 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.

25. In this Agreement wherever word HE/HIS/SHRI is used, the masculine includes feminine too.

26. COUNCIL shall have the rights to use the videographs 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

THE COUNCIL

The Project Leader
Traditional knowledge Digital Library Project (CSIR)
At Morarji Desai National Institute of Yoga
68, Ashok Road
New Delhi

PRODUCER