

VICTERS



REQUEST FOR PROPOSAL FOR PROCUREMENT OF EDUCATIONAL AND EDUTAINMENT VIDEOS

Address for Communication

**VICE CHAIRMAN & EXECUTIVE DIRECTOR
KERALA INFRASTRUCTURE AND TECHNOLOGY FOR EDUCATION (KITE)**
IT@SCHOOL PROJECT OFFICE, POOJAPPURA. P.O., THIRUVANANTHAPURAM - 695012
PHONE : 0471 2529800 FAX : 0471 2529810
E-MAIL : victers@itschool.gov.in WEB : www.kite.kerala.gov.in



KERALA INFRASTRUCTURE AND
TECHNOLOGY FOR EDUCATION



GENERAL EDUCATION DEPARTMENT
GOVERNMENT OF KERALA

CHAPTER - I

Introduction

1.1. IT@ School VICTERS (Versatile ICT Enabled Resource for Students) is the Education Channel of General Education Department of Government of Kerala. EDUSAT interactive network was inaugurated by his Excellency the President of India Dr. A.P.J. Abdul Kalam on 28th July 2005. IT@ School was the nodal agency of EDUSAT network in Kerala and the VICTERS Channel. Now it is Kerala Infrastructure and Technology for Education (KITE) Non-Interactive Channel of VICTERS was inaugurated by Hon'ble Chief Minister Shri. V.S. Achuthanandan on 3rd August 2006. The IT@ School VICTERS is currently operational for 17 hours a day from 6 AM to 11 PM with a full fledged studio and uplinking station at Thiruvananthapuram. The Channel is now available in every nook and corner of Kerala through local cable network and DTH. The Channel telecast various educational programmes that are of International standards. It is also available through live streaming.

1.2. Objectives of RFP

In order to meet the vast content requirement of the channel, it is proposed to initiate 'Request For Proposals' (RFP) from individuals/firms for procurement of qualitative educational & edutainment content.

1.3. Pre- qualification conditions

- 1.3.1 The content of the programme should not hurt the sentiments of any section of society. It should be strictly impartial on religions, values, cultures, traditions, gender and heritage.
- 1.3.2 Controversial remarks or comments on Government or Non-Governmental institutions, persons or topics should be strictly avoided.
- 1.3.3 The programme should not contain any kind of advertisement or propaganda in background or foreground, implied or explicit.
- 1.3.4 All information provided in the educational resources should be proved/true, authentic and reliable. It should include the latest developments in the particular field. The offerer should

ensure that the products they offer will not in any way, misguide the students.

- 1.3.5 The content should have logical sequencing and should provide reference and illustrations from daily life.
- 1.3.6 The offerer should be the IPR holder of the product offered or the genuine distributor authorized by the original IPR holder for the resource offered.
- 1.3.7 After procurement, KITE will have the right to modify, alter, use partly or wholly or in whatsoever manner it may deem fit for the educational purposes, including broadcasting of the material over VICTERS, as may times as it desire.
- 1.3.8 Claim of a producer to be the IPR holder of the product and later found otherwise is violation of IPR. In such cases Government will initiate legal procedures and Revenue recovery proceedings to recover damages, if any, arising consequential to such act of the producer.

1.4. Duration

- 1.4.1. The educational videos should be delivered/produced/offered as time-bound packages of 10 minutes or above.
- 1.4.2. The producer can also offer 'Quickies videos or animation', explaining a place, principle, events etc. of shorter duration of 30 seconds to maximum 10 minutes.

The offerers must ensure that the product/ they offer/ comply with all the afore-said pre-requisites before submitting their proposal.

CHAPTER - II

Procurement of Video Content

It is proposed to procure ready-to-air educational videos for telecasting through the VICTERS Channel in Digital Video (DV) format.

2.1 General Guidelines

- 2.1.1 The video offered could either be produced or outsourced by the offerer.
- 2.1.2 The offerer should have absolute right over the property offered and shall attach documentary proof for the same.
- 2.1.3 The Educational videos are to be given in DVD format for preview and DV Cassette or .MOV or .AVI should unfailingly be submitted by the producer of the selected content.

2.2. Submission of proposals

- 2.2.1 The proposal should be submitted in the specified application form as given under Annexure - 1
- 2.2.2 DVD of the programme should be sent along with the application.
- 2.2.3 **Details of prior usage, IPR etc.**
 - a) If the video offered has already been used elsewhere (telecast, distribution or sale in CDs, tapes), that fact should be clearly mentioned while submitting the application.
 - b) If the video has been produced for any other agency under financial assistance from them, no-objection certificate of such agency/individual should be submitted.
 - c) The offerer should enclose documentary proof and a declaration about the ownership of IPR copyright. If video has been purchased from outside, the details of the original producer and originals/copies of the documents specifying that the offerer has been authorized by the IPR holder to do so, should be submitted with the application from.

2.3. Evaluation of the proposal - First round

The documents submitted by the offerer will be scrutinized by the Company in order to verify the conformance of the qualification of the offerer vis-a-vis the per-qualification conditions laid down in this RFP document.

2.4 Preview of the Multimedia video

The content shall be vetted by Content Vetting Committee (constituted by KITE) for this purpose. Committee will evaluate the video during the preview and will grade the videos into four.

- . A - Over 80% and above
- . B - From 60% upto 79%
- . C - From 40% upto 50%
- . D - From 25% upto 39%

The Committee/Company will request for clarifications, if required. The offerer need to submit the written clarifications for the queries of the Committee/ Company on or before the last date prescribed by the Committee/Company.

2.5 Price fixation

The Content Vetting Committee would submit graded short list of offerers after evaluation of preview of the video and subsequent clarifications submitted, to a Price Fixation Committee constituted by KITE. The Committee may fix a common price applicable to a particular category of product after taking into notice the criteria which will be fixed by the committee, as its discretion. After fixing the rate, it will be communicated to the offerer in writing and will call for a letter of acceptance.

2.6 Submission of letter of acceptance

The offerer should submit an acceptance letter if the terms fixed by the Price Fixation committee/Company are acceptable to the offerer on or before the date prescribed in the intimation letter. Format of the letter of acceptance is appended as **Annexure-II**. The communication of price by the Company and acceptance by the offerer will not however create a binding relation or contract for purchase of the videos.

2.7 Signing of agreement

The approval of the Company shall be communicated to the offerer and after this the offerer has to enter into an agreement with the Company for the supply of the videos in a stamp paper worth ₹200/-.

2.8 Submission of the master copy

The offerer, after signing the agreement, should submit a master copy of the video by complying the following requisites:

- i. The offerer should ensure that the theme of final version of the video does not have any deviation from content approved by the committee.
- ii. The product should be complete in all respects and in deliverable condition before being handed over to the Company.

2.9 Final acceptance

The final acceptance letter shall be issued by the Company on the basis of recommendations of the Content Vetting Committee, if it conforms to the requirement as per the RFP document and on the basis of the decision of Content Vetting Committee and Price Fixation Committee.

2.10 Payment

The Company will release the payment to the offerer by way of Demand Draft after telecast of the content or before 3 months from the date of submission of the content, whichever is earlier.

CHAPTER - III

General terms and conditions

3.1. Amendment of RFP document

At anytime prior to the deadline for submission of the application form and other documents, KITE may, for any reason, modify the RFP document by amendment. Such amendments, if any, shall be notified in the website www.kite.kerala.gov.in and such amendments shall be binding on them thereafter.

3.2. Acceptance/Rejection of offers

- 3.2.1. KITE will be the final authority to decide on the offers submitted.
- 3.2.2 The Vice Chairman & Executive Director, KITE reserves the right to reject any offer without assigning any reason thereof at any stage of the evaluation process.
- 3.2.3 The Vice Chairman & Executive Director, KITE will be at discretion, to split the offers or procure the educational resources as part/whole.
- 3.2.4 The Vice Chairman & Executive Director, KITE, reserves the right to cancel the supply order/agreement even after it is awarded selection offer in the event the firm deviates from the agreed terms and conditions.
- 3.2.5 An offerer, at any stage of evaluation process or thereafter, in the event of being found after verification by the Company, to indulge in concealment or misrepresentation of facts in respect of claims or the offer, shall be debarred/blacklisted, for three years from making any dealings with the Company or participating in tendering/RFP processes.

3.3. Deadline for submission of offers

- 3.3.1 Offers must be received in the office of the Vice Chairman & Executive Director, KITE at Poojappura, Thiruvananthapuram on or before 05.00 pm of 17th October 2017.
- 3.3.2 In the event of the specified date for submission of offers being declared holiday, the offers will be received upto the appointed time on the next working day.
- 3.3.3 If the offers are sent by Registered post or by Courier, it should reach the above office on or before the time and date stipulated for the receipt of offers. The Company shall not be held liable for the delay in transit where offers are sent by post.
- 3.3.4 The Company may, at its discretion, extend the deadline for submission of offers by amending the RFP document, in which case, all rights and obligations of the Company and the offerers previously subjected to the deadline shall thereafter be the same.

APPLICATION FORM

I. DETAILS ABOUT THE OFFERER		
Sl. No.	Particulars	Details
(a) For individual offerers		
1.	Name of the offerer	
2.	Address	
3.	Telephone, Mobile	
4.	Email	
5.	Profession, Designation	
6.	Experience/Qualification in the relevant field	
(b) For institutional offerers		
1.	Name of the company	
2.	Registered address of the company (With phone, email & website)	
3.	Principal business activities	
4.	Principal place of business	
5.	Experience/Qualification in the relevant field	

II		DETAILS ABOUT THE CONTENT OFFERED	
Sl. No	Particulars	Details	
1.	Producer/Programme Maker		
2	Programme Title (use additional sheet if required)	1.	
		2.	
		3.	
		4.	
		5.	
3	Details of the Content		
4	Format		
5	Language		
6	Ownership details of the offer		
7	Name of the IPR holder		
8	Any other relevant details		

Date:

Office Seal

Signature of the Offerer

**AGREEMENT BETWEEN VICE CHAIRMAN & EXECUTIVE DIRECTOR, KERALA
INFRASTRUCTURE AND TECHNOLOGY FOR EDUCATION (KITE) GOVERNMENT OF
KERALA AND OFFERER OF THE EDUCATIONAL CONTENTS**

This agreement is made on between VICE CHAIRMAN & EXECUTIVE DIRECTOR, Kerala Infrastructure and Technology for Education (KITE), Government of Kerala, which expression shall, wherever the context so permits means and includes its successors and assigns represented by its Executive Director (hereinafter referred as the "KITE") of the one part, and Company/ Partnership firm/Proprietorship having its registered office at.....represented by Shri/Smt. (H.E. name and address of the offered) (hereinafter referred to as "the offerer") of the other part.

WHEREAS in response to the RFP No.....Dated....., the offerer has submitted to the "KITE" an offer for the procurement of multimedia educational videos / scripts specified therein subject to the terms and conditions contained in the said offer ;

The Price Fixation Committee will fix the price bid of the offer. An agreement between KITE and Offerer has to be entered in this regard.

Now the agreement witnesseth as follows :

General Obligations :

1. In case the offer submitted by the offerer is accepted by the KITE and the Contract for multimedia educational content is awarded to the offerer, the offerer shall within 7 days of acceptance of his offer execute this agreement with the KITE incorporating all the terms and conditions under which the KITE accepts his offer.
2. All sums found due to the KITE under or by virtue of this agreement shall be recoverable from the offerer and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as the KITE may deem fit.
3. KITE shall not be entitled to make any copies of the Multimedia educational content Program or shall not reproduce or copyright the program in any form. The program shall be broadcast only through VICTERS - the complete educational channel of the KITE (The programmes can be telecasted any number of times).
4. KITE shall not sell or transfer the Program to any third party nor apply the use of Program in any manner other than the KITE own Direct Internal Business Use.
5. The KITE may not alter any proprietary markings on the Program and Documentation, including copyright, trademark and patent legends.
6. KITE shall reserve the right to take a part of the multimedia videos offered to develop a new content / resource CDs for educational purposes to be distributed in schools.
7. In case the offerer is willing to give the IPR rights to the KITE, the Company shall reserve the right to replicate/distribute/telecast this.

8. The payment for the offerer shall be made only in accordance with recommendations of Price Fixation Committee constituted by the KITE in this regard. The only criterion for selection and price fixation will be the content and the quality of the program offered in accordance with RFP document released by the KITE.
9. The price fixed by the Price Fixation Committee will be final and no negotiation in this regards will be entertained.
10. KITE shall reserve the right to cancel the deal at any time during the Multimedia video procurement process.

Obligation of Multimedia video offerers

1. The offerer should submit a master copy of the video by complying the following requisites :
 - i. The offerer should ensure that the theme of final version of the videos does not have any deviation from script/content approved by the committee.
 - ii. The product should be complete in all respects and in deliverable condition before handed over to the Company.
2. The master copy of the Video shall be scrutinized by Content Vetting Committee and the acceptance of the content will be decided accordingly.
3. The Company on the basis of report of Content Vetting Committee may ask for improvements/additions/deletions of the video submitted by the offerer and issue a conditional letter of acceptance indicating the preliminary acceptance of the product offered.
4. The final acceptance letter shall be issued by the Company on the basis of recommendations of the Content Vetting Committee if it conforms to the requirements as per the RFP document and the decision of Content Vetting Committee and Price Fixation Committee. Any difference in opinion on price is negotiable in initial stage. No change in price will be entertained after reaching a mutually agreeable price.
5. Upon receipt of final acceptance letter, the offerer shall supply the master copies in both DV CAM tape format as well as in DVD format. The offerer should strictly ensure that the multimedia video is the exact replication of what has been approved by the committee or Company.
6. The Company will release 50% of the agreed amount to the offerer by way of Cheque/DD/Online on satisfactory receipt of the multimedia video in conformance with the terms and conditions laid down in RFP document. The remaining 50% will be released only after airing of the content or after 3 months whichever is earlier.
7. The offerer does undertake the responsibility to submit the content (Title)..... at the rate (Rs.) offered by the Company and will undertake the modifications if any suggested by the Company.
8. If the offerer offers the content provided to the Company to any other agency within the period of one year, the Company will penalize the offerer two times of the amount offered.

Force Majeure

Neither the KITE no offerers shall be considered defaulting in performance of their obligations under the terms listed in this agreement, if the performance is prevented or delayed for any cause beyond the reasonable control of the party affected, such as war, natural calamities, hostilities, revolution, riots, fire, explosion, flood, earthquake or because of any laws, decree, proclamations, regulations or ordinance of any Directorate or Sub divisions thereof or any other cause beyond the control of the concerned parties which could not have been foreseen or avoided by the exercise of due diligence : provided notices of any such case with necessary evidence is given within a 14 day period or if this is not possible, within a reasonable period without delay. As soon as the cause of force majeure has been removed, the party whose liability to perform its obligation has been affected shall notify the other party the actual delay that might have occurred in such affected activity.

Arbitration

Difference of opinion, if any arising during the period of agreement will be settled through mutual consultation by the signatories of their designated nominees. All the disputes, complaints etc. shall be referred to the Price Fixation Committee constituted by KITE and the decision of the Committee shall be final.

IN WITNESS WHEREOF Shri. Anvar Sadath. K, Vice chairman & Executive Director for and on behalf of KITE and Shri..... the offerer have hereunto set their hands the day and year shown against their respective signatures.

Signed by Shri..... (date)

In the presence of witnesses :

1.

2.

Signed by Shri (date)

In the presence of witnesses :

1.

2.

LETTER OF ACCEPTANCE

I / we hereby accept to supply / provide..... on the topic..... to IT@School VICTERS channel of KITE, as per the terms and conditions stipulated in the RFP document or by the decisions of KITE or its authorized committees from time to time.

I/we have also understood that any loss caused to the Company due to my/our failure in executing the agreement as prescribed in the RFP document or as per the decisions of KITE or its appointed committees from time to time, are liable to be recovered from me / us or my / our properties movable or immovable.

Place :

Name :

Date:

Signature:

Address of the offerer(s):