



## Terms of Reference (TOR)

### TOR for O&M: Scheduled & Routine maintenance Training Videos

<b>Title</b>	<b>O&amp;M: Scheduled &amp; Routine maintenance Training Videos</b>
<b>Timeline</b>	3 Month
<b>Expected area of expertise</b>	Solar Technical Training Videos, videography, photography, editing, scripting.
<b>Email and website</b>	<a href="https://forms.gle/A8RsiDZvwYUPCNZP8">https://forms.gle/A8RsiDZvwYUPCNZP8</a> (Contact Procurement for Form Link)

#### About SELCO Foundation:

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile. (Read more about SELCO here: <http://www.selcofoundation.org/>)

#### 1. Summary of the project:

Poverty and Climate change pose two of the biggest threats to our world today. In the current circumstances, the poor are also the ones hardest hit by climate change- whether because of drought affecting income from agriculture or because of cyclones and floods that result in a loss of life and property. With the onset of the pandemic, the challenges of the poor have only been compounded. Recent research shows that an additional 75 million people in India have been pushed into poverty on account of the COVID-19 induced economic crisis. With less than a decade to achieve the Sustainable Development Goals (SDGs) outlined by the UN's Agenda 2030, there is a need to focus on inclusive sectoral growth at that can address the climate change challenges of the poor. Sustainable energy-based initiatives have the potential to address these challenges.

The solar energy sector is undergoing a massive technological transformation that is set to shift the boundaries of conventional energy supply chains. There is an estimation of 370,000 jobs in the off-grid lighting sector in Asia alone. By 2030, the entire Decentralised Renewable Energy (DRE) value chain, including sales, installation, service, appliances, and operations and maintenance—is projected to create 4.5 million jobs globally. The International Labour Organisation (ILO) has estimated that [India](#) alone could add 3 million new jobs for the renewable energy sector. The dearth of skilled workers exists all across the DRE value chain, including manufacturing and assembly, sales, marketing, quality installation, operation & maintenance and financing. It's an especially big problem in remote, rural areas where lack of energy access gaps and joblessness are most severe.

The skilled individuals are needed **at all level- Supply side:** "Local Solar Energy Enterprises, Technicians, Designers, Service Providers, Energy Associates, NGOs" for meeting the DRE needs, **Demand side:** "End

Users” for strong maintenance and servicing networks and **Enablers:** ”Informed financiers”, for making the solutions affordable for the poor and vulnerable community to address climate change challenges globally.

SELCO Foundation has designed a skilling program around decentralised renewable energy to provide three categories of services:

- Benchmarking of the training module / content for hands on training
- Create a pool of trained master trainers and trainers and industry for the training having the grassroots experience and well versed with regional and vernacular language
- Build partnership with multiple stakeholders for training delivery (both online & offline) in regional and vernacular languages and getting feedback about the training for the periodic updation of the training module / content

## 2. Goals and Objectives

The objective is to capture & develop videos that will be utilized as one of the training contents for the Service & Maintenance of solar PV system of different types of decentralized renewable energy installations (Health, Livelihood and Basic Energy Access).

- To develop the needed technical skill sets for the technicians for doing service & maintenance and troubleshooting for intermediary level solar PV system
- To provide hands-on support and practical exposure on service & maintenance of technical aspects
- To provide hands-on support and practical exposure on intermediary level of troubleshooting
- To build the capacity of the technician in the following areas:
  - Service & Maintenance for the intermediary level of faults (between 1 Kw and 5 Kw)
  - Develop and improve skills and knowledge on maintenance, service and troubleshooting
  - Provide advanced training to experienced technicians to increase their expertise
  - To enable the clean energy enterprises to provide better technical services for the end user

## 3. Scope of Work

The Agency will have to produce a training video of up to **5-10 minutes**. The agency will be responsible for all stages of the film production i.e., ideating, scripting, filming, editing, voice-over/narration, graphics, motion-graphics, subtitling, dubbing etc., and deliver a final product in broadcast standards and **full HD with 1080x1920** pixels resolution.

The video should include all the necessary steps followed during the service & maintenance and troubleshooting of the **solar PV system**. This will include testimonials with subtitles, wide-angle shots, still images, and **drone shots** of the center and an interesting storyline/narrative to be followed throughout the video. The video is expected to give a complete understanding of the process of activities conducted. The video should also include infographics, animated while explaining some steps. It is very important to make it as an example to be followed and should detail each step with clear wide and zoom shots accompanied by a guiding voice that explains the

procedure. The video should also guide other stakeholders to replicate these programs in their own contexts and geographies. The video's focus must be an audience that might not necessarily understand the technicalities.

#### 4. Deliverables

Target Audience	Topic	Details
Clean Energy Enterprise, Technicians, Electricians ITI / VTIs students	1. Basic operation & maintenance of solar PV system: <b>Schedule Maintenance</b>	<ul style="list-style-type: none"> <li>• One video – up to 5-10 Minutes long</li> <li>• Final Script for the video</li> <li>• Raw Footage of the video</li> <li>• Still shots of the production</li> <li>• First cut of the video</li> <li>• Final Video (After 4 editing)</li> </ul>
Beneficiary/End user, ITI students, Clean Energy Enterprise, NGO's	2. Basic operation & maintenance of solar PV system: <b>Routine Maintenance</b> (Animated video)	<ul style="list-style-type: none"> <li>• One video – up to 5 Minutes long</li> <li>• Final Script for the video</li> <li>• Raw Footage of the video</li> <li>• Still shots of the production</li> <li>• First cut of the video</li> <li>• Final Video (After 3 editing)</li> </ul>

- Execution of video shoots and delivery of edited videos under strict timelines.
- English subtitles should be added in the video (the translation & script of the subtitles to be prepared by the agency).
- In the video include animated videos & motion graphics wherever required.
- Video should include on-screen text for solutions being showcased.
- It would be the agency/freelancer's responsibility to complete the final draft of the video in a maximum of 4 rounds of editing from the first rough-cut to the final video.
- Produce high-quality photography (300 PPI) for site as per requirements from the SELCO team
- All raw photographs and video footage shot during the assigned project period need to be handed over to SELCO Foundation who will be its sole owner. The agency / freelancer will have no copyright to the raw images, draft cuts, final cut, subtitles, scripts, or any other information that the agency / freelancer would obtain access during this project
- Coordinate with SELCO Foundation representatives on scheduling shoot dates, permissions, and other logistical requirements.

#### 5. Requirement:

- Minimum experience in videography, photography, editing, scripting, audio, mixing, voiceover, graphics etc. (Share Proof)
- Must have experience in shooting training related videos. (Share Proof)
- Agency to have a technical person (Preferably Solar PV), who will be supporting the team in writing the script. (Share sample script done before)
- The agency should have a high level of self-motivation, commitment, and dedication to work and deliver under strict timelines.

- e. Good interpersonal skills with proven experience of coordination with diverse stakeholders.
- f. The team should have an engaging, upbeat personality, who can capture the right emotion and testimonials from the communities.
- g. The ability to coordinate and work well as part of a team, delivering content (video) that meets brand standards and guidelines.

**6. Technical Skills:**

- Ability to handle all the necessary equipment including the ones for stills, videos, sound, light & green screen.
- Well versed with working on Google sheets and Docs for project coordination.
- Ability to sort the right video footage and access High-speed internet to share it online.
- Detailed timeline for the entire project to be produced within 4 days of being onboarded

**7. Payment Terms:**

The payments will be made in following installments:

- 15% Advance.
- 25% upon the submission of draft video with graphics for comments
- 40% upon the submission of raw footage along with graphics and Highlights
- 30% upon submission and satisfactory approval of final video and submission of all the raw material to SELCO Foundation.

- **Selection Criteria:**

**Bas on Technical Skill and Financial comparability, Procurement Committee Evaluate.**

- **Timelines:**

**3 months from onboarding**

- **To apply**

Interested consultants / organisations, with relevant experience (please include samples and/or references of the previous similar work as proof of experience) and based out of India are requested to reach out with a detailed proposal giving a brief on the methodology and the process they will uptake for this project, including budgets (with break-ups and explanation), timelines and milestones and submit the same to google form <https://forms.gle/A8RsiDZvvYUPCNZP8> on before **24<sup>th</sup> March, 2024**.

Any further queries please write to [procurement@selcofoundation.org](mailto:procurement@selcofoundation.org) with a subject line: **“TOR for O&M: Scheduled & Routine maintenance Training Videos”** (Name of Project)

## **Refer Terms and Condition:**

- 1. Sub-contracting:** In the event that the Consultant requires the services of subcontractors to perform any obligations under the Contract, the Consultant shall obtain the prior written approval of the Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Consultant to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Contract, and the Consultant shall be solely responsible for all services, obligations and deliverables performed by its subcontractors
- 2. Quality Assurance**

The data submitted to Selco Foundation should be accurate, complete, reliable and relevant. Consulting agency shall establish additional layers for data cleaning and submission.
- 3. Financials & Reporting**

TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Section 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.
- 4. Indemnification**

Both parties shall indemnify and hold its Trustees, Directors and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by both parties in connection with the project or (2) Consultant's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/ or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.
- 5. Patent, Copyright and other Proprietary Rights**
  - (i) Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed for the Foundation under the Contract and which bear a direct relation to or are produced or prepared or collected in consequence of, or during the course of, the performance of the Contract. The Contractor acknowledges and agrees that such products, documents and other materials constitute works made for hire for the Foundation.
  - (ii) Subject to the foregoing provisions, all documents, reports, recommendations, documents, and all other data compiled by or received by the Consultant under the Contract shall be the

property of the Foundation, shall be made available for use or inspection by the Foundation at reasonable times and in reasonable places, shall be treated as confidential, and shall be delivered only to the Foundation's authorized officials on completion of work under the Contract

- (iii) The Consultant will treat all information given to him/her as information with proprietary value and will not disclose the same to competitors or any outsiders. The Consultant will not at any time, except under legal process, divulge any trade or business secret relating to the Foundation or any customer or agent of the Foundation, which may become known to him by virtue of his position as consultant, save in so far as such disclosure shall be necessary in the interest and for the benefit of the said Foundation and will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the said Foundation.
- (iv) Reports or other data that are developed specifically for the performance of this Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones. Dissemination of the reports and any information from the said contracts shall be done with written approval from the Foundation.

**6. Publicity, use of name & Logo of the Foundation:** The Consultant shall not advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the Foundation, nor shall the Consultant, in any manner whatsoever use the name, emblem, logo or official seal of the Foundation or that of SELCO in connection with its business or otherwise without the written permission of the Foundation.

**7. Observance of Law:**

- (i) The Consultant shall comply with all laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- (ii) The Consultant represents and warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the *Child Labour (Prohibition and Regulation) Act of 1986*, which, *inter alia*, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- (iii) The Consultant represents and warrants that it shall adhere to the mandates prescribed under the *Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013*, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace

**8. Termination:**

Either party may terminate this contract by giving a notice in writing to the other party stating their intention to terminate the same on the expiration of Seven (7) days from the date of such notice. In addition, the Foundation may also terminate this contract forthwith in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Any notice to be given hereunder shall be sufficiently given to the Consultant if forwarded by registered post or by Courier Service to the last known postal address of the Consultant and shall be sufficiently given to the Foundation if similarly forwarded to the registered office. Upon the termination of this contract and payment of the said fees due up to such

termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof (provided the same have been incurred after obtaining prior approval), the Consultant shall deliver all deeds, documents and paper in his possession relating to the business of the Foundation or as the Foundation shall direct, and shall continue to afford him all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

**9. Force Majeure:**

- (i) *Force majeure* as used herein means any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, *provided that* such acts arise from causes beyond the control and without the fault or negligence of the Consultant
- (ii) In the event of and as soon as possible after the occurrence of any cause constituting *force majeure*, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party of any other changes in condition or the occurrence of any event which interferes or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of *force majeure* or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of *force majeure*.
- (iii) On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting *force majeure* shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- (iv) If the Consultant is rendered unable, wholly or in part, by reason of *force majeure* to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

**10.** Both the Foundation and the Consultant fully and freely intend to create an independent Contractor relationship under this Contract. Nothing herein shall be deemed to establish a partnership, joint venture, association or employment relationship between the parties. Both parties agree that the consultant has the right to sole and exclusive control over the manner and means employed in performing their activities under this Contract.

**11. Settlement of disputes:**

- (i) The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.

Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party

of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration in accordance with the Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be at Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.