



Terms of Reference (TOR)

ENERGY FOR HEALTH – KARNATAKA

Videos covering Solar Installation / Operation and Testimonials from the different stake holders.

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| Title | Development of project video for Energy for Health intervention in Karnataka and capturing testimonials from different key stake holders (Health Minister, MD NHM, Program Directors, DHO's, Health staff at the health centers) |
| Timeline | 20 Days |
| Expected area of expertise | Professional Videography Agency |
| Apply Link | https://forms.gle/C663xsLhNjXXJk3U7 |

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/>)

Summary of the project:

As a part of its "Energy for Health" program, SELCO Foundation aims to strengthen health services delivery through the deployment of Decentralized Sustainable Energy Solutions for health centers in Karnataka, thereby improving access to quality health care.

The SELCO Foundation plans to develop a professional project video for a "Energy for Health" program and capturing testimonials from different stake holders (Health minister, MD NHM, Program Directors, DHO's, Health Staff) in Karnataka from an intervention designed for a climate-resilient health infrastructure. Proposals (Technical & Financial) from eligible communication agencies/ consultants are invited to conduct video documentary and photo banks as mentioned in the TOR.



Goals and Objectives

To visually showcase the demographic features of the project implementation areas, including local culture and social practices, to provide context for the solar installation.

To capture the approach, installation, learnings and underscore the organization's commitment to sustainability, by highlighting the impacts of solar installations on healthcare service delivery. We aim to emphasize the significant benefits of solar installations for healthcare facilities, highlighting their positive influence on operational efficiency, sustainability efforts, and cost reduction.

To capture testimonials from different stakeholders like the Health Minister, MD NHM, Program directors, Health staff/officials who were a part of the “Energy for Health” program.

Scope of Work

The initiative in focus is “the solar installation process cum operation” and this will require testimonials with subtitles, Wide shots and drone shots of the health centers and solar installations 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. It should portray the reality of the situation and capture the intensity of the program.

Testimonials from the Health Minister, MD NHM, Program directors, Health staff/officials. To capture the testimonial, such as raising awareness about renewable energy initiatives, promoting the organization's commitment to sustainability, or highlighting the outcomes of the solar installation on healthcare service delivery.

It is very important to make it 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.

Requirement:

A maximum 4 minutes video need to capture with the following key aspects of the intervention.

- Shoot the environment, location to capture shots for the challenges faced
- Shots showing different types of health facility categories as per requirement
- Shots showing relevant equipment to showcase the solution provided
- Shots to show solar panels installed and activities undertaken.
- Shoot the end-user using the solution and the product received from the solution
- Shoot smiling stills of the end-user, stills of the produce, better lifestyle, for a B roll that can be used while the impact is shared
- Testimonials from various stakeholders like the health minister, MDNHM, Health Program directors, DHO's Medical officers etc such as raising awareness about renewable energy initiatives, promoting the organization's commitment to sustainability, or highlighting the outcomes of the solar installation on healthcare service delivery. And the importance and benefits of solar installation for healthcare facilities, emphasizing its positive impact on operations, sustainability, and cost savings.



- To stitch together different videos or B rolls to develop the video, it must be made sure that the draft video; (recommendations, but could be complemented with the creative freedom of the videographer)
- The scene should coincide with what the narration is. For example; if a long-distance is taken to be a challenge, show the roads/rough terrains in the same area to show that as a challenge.
- Transitions should be smooth. One scene to be there on the screen for 5 seconds minimum.
- SELCO Foundation and Partners Logo of high resolution and medium size to be added on the top right corner.
- Subtitles to be there, with font style to be Calibri.
- While the speaker is on screen and sharing information, background music to be low.
- Background music should have a light tone and should not play while somebody is speaking.

Other quality recommendations:

- Shots to be in high resolution (1080p) so that the picture quality is not pixelated.
- Include headshots in case of testimonials. Shot to focus on the face, have less space between the head and the frame, and have the frame end a little below the shoulders.
- Focused shots or shots for testimonials to have a plain/blurred background, which is not busy with many elements.
- Shots to not be shaky and gradually transition from one to end to another for a clear view. (For that make sure a tripod/ gimbal is used, or still, hands are kept)

Other considerations:

- Make the end-user/speaker comfortable in sharing information.
- Talk in a language that is comfortable for them.
- Develop a camaraderie in seeking answers or information as per the decided format and script.
- Raw footages to be submitted before the final edited version is shared.
- When the final video is shared, if any changes required, the changes to be done free of cost.

1. Timelines:

20 days after the signing of the contract.

2. Selection Criteria:

- The agency/consultant should have at least 3 - 5 years of proven experience in videography/video editing & Photography.
- Demonstrated experience of conception, production and editing of mini video documentaries.
- Experience covering documents relevant to Health set ups.
- This assignment would require travel to project sites in Karnataka.



3. Payment Terms:

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| 50% | After signing the contract |
| 50% | After submitting the final deliverables which will be approved by |

Note: For every tranche of payment, Consultant has to raise Invoice.

4. Travel:

1. The travel plan should be submitted to SELCO Foundation for approval.
2. Travel expenses will be paid as per SELCO Foundation's travel policy.
3. Separate invoice to be raised for travel reimbursements and actual bills and payment details to be submitted along with it.

5. 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/C663xslHnJXXJk3U7> on before 28th May 2024.

Any further queries please write to procurement@selcofoundation.org or energyforhealth@selcofoundation.org with a subject line: **"Tutorial Videos covering Solar Installation/Operation and Testimonials from the different stake holders"**

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. 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.

The fees shall be inclusive of all statutory duties & taxes applicable if any, such as GST etc. The Consultant will be reporting to the Senior Program Manager of the Foundation on activities and



progress achieved on deliverables. The invoice will be processed with the approval of Senior Program Manager of the Foundation.

3. 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.

4. 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 of 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.

- 5. 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.



6. 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

7. 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.

8. 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.

9. 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.

10. 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 Bangalore. Likewise, the jurisdiction will vest with courts in Bangalore.