



Terms of References for Consultancy

Visual Project

ENERGY FOR HEALTH – Mizoram

Videos covering Climate Crisis in Hilly States and Health Center Resilience

Title	Development of Video documentation of awareness and support for sustainable solutions that enhance healthcare resilience in the climate crisis in Mizoram.
Timeline	40 Days
Expected area of expertise	Professional Videography Agency
E-Mail/Website	

About SELCO Foundations.

Established in 2010, SELCO Foundation's mission is to develop holistic solutions that use sustainable energy as a catalyst to address poverty alleviation alongside ensuring environmental sustainability. SELCO Foundation seeks to inspire and implement solutions that alleviate poverty by improving access to sustainable energy for underserved communities across India in a manner that is socially, financially and environmentally sustainable.

SELCO is working towards creating a holistic ecosystem for local empowerment and poverty alleviation through innovation and scaling of sustainable energy driven solutions across sectors like Agriculture, Animal Husbandry, Resilient Micro Businesses, Health, and Built Environment.

The organization's efforts broadly include:

- Inclusive innovation and implementation of holistic technology finance-ownership models based on a clear understanding of end-user needs at a grassroots level.
- Ecosystem building through financing, technology and infrastructure, entrepreneurship, local skilling and development, advocacy and policy etc. for long term sustainability of interventions.
- Incubation of clean energy enterprises and local technology enterprises at the grassroots level to enable decentralization of services at the last mile.
- Replication and Scaling of models and processes based on learnings and knowledge sharing across regions, contexts and stakeholders.



Context: Climate Crisis in Hilly States and Health Center Resilience

Objectives

The SELCO Foundation aims to showcase the impact of climate change and the benefits of renewable energy. The video will drive awareness and support for sustainable solutions that enhance healthcare resilience in Mizoram and across Northeast India.

Scope of Work:

The video documentation will vividly capture the unique climate challenges faced in Mizoram, underscoring the need for resilient health centers and illustrating how decentralized renewable energy solutions can play a pivotal role in addressing these climate challenges.

Location: Mizoram

Deliverables:

1. Experiential Film:

- Duration: 5 minutes (final duration to be confirmed post-recce)
- Content: Showcasing climate impacts on Mizoram (disaster, new health burdens – ex malaria in high mountain contexts) the necessity for robust health infrastructure, and the benefits of decentralized renewable energy solutions. Linked to Remoteness, out of pocket expenditure and health energy access (ex. Landslides cutting access to health facilities, grid getting affected by heavy rainfall during cyclonic activity remal in Bay of Bengal, health facilities lit up in dark as beacon of hope)

2. Regional Narrative Video

- Duration: 1:30 to 2 minutes
- Content: Integrating footage from the existing Meghalaya health video with new content from Mizoram, creating a compelling narrative about the climate and health challenges across Northeast India.



3. Instruments to be Used:

- Cameras: Professional-grade DSLR or mirrorless cameras with high-resolution capabilities.
- Lenses: Variety of lenses (wide-angle, telephoto, macro) to capture diverse shots and perspectives.
- Microphones: External microphones for high-quality audio capture.
- Tripods and Stabilizers:
- Lighting Equipment: Portable lighting kits including LED panels, softboxes, and reflectors.
- Drones: Drone cameras for aerial shots and expansive views of project sites.
- Editing Software: Professional editing software (e.g., Adobe Premiere Pro, Final Cut Pro) for post-production.

4. Video Quality:

To ensure high video quality, the resolution should be at least 1080p Full HD, with 4K preferred for even greater clarity. The standard frame rate will be 24 or 30 frames per second, with higher rates used for slow-motion shots.

5. Selection Criteria:

1. Relevant Experience:

The consultant must have 5-8 experience in video documentation, especially in projects related to social causes and community development. Experience working in the regions of northeast India is a plus.

2. Portfolio Quality:

The consultant should provide a portfolio showcasing previous work. This portfolio should demonstrate high production quality, creativity, and the ability to convey impactful stories through video.

3. Technical Expertise:

The consultant must possess technical expertise in using professional-grade DSLR or mirrorless cameras, various lenses, external microphones, tripods, stabilizers, portable lighting kits, and drone cameras. Proficiency in professional editing software like Adobe Premiere Pro or Final Cut Pro is essential.



4. Storytelling Ability:

The consultant should have a strong ability to craft compelling narratives that align with our mission of decentralizing solar power and addressing climate change. This includes the ability to highlight innovation, success, sustainability, and community involvement in the projects.

5. Project Management:

The consultant should have strong project management skills, ensuring timely delivery of all deliverables, including the full-length documentary, short clips, interviews, script and storyboard, subtitles, and raw footage.

8. Cost-Effectiveness:

The consultant should offer competitive pricing while maintaining high standards of quality. A detailed cost breakdown should be provided, ensuring transparency and alignment with the project's budget.

9. Flexibility and Adaptability:

The consultant must be adaptable to changing project needs and open to feedback during the production process. This includes being able to work under various environmental conditions and locations.

Process: Submit a detailed proposal including:

- Shoot days
- Budget breakdown (equipment rentals, editing, etc.)

Timeline:

Short video (1:30- 2:00mns) – 20 days from signing of contract.

1. Script Development - 5 days from contract signing
2. Script Approval - 3 days (Review and approval of the script)
3. First Draft Production - 7 days (Creating the initial video draft)
4. Feedback on First Draft - 2 days (Collecting and incorporating feedback)
5. Video Editing - 2 days (Finalizing the edits based on feedback)
6. Final Approval - 1 day (Review and approval of the final video)



Long Video (5:00 – 7:00mns) - 40 days from signing of contract

1. Script Development - 10 days from contract signing.
2. Script Approval - 5 days (Review and approval of the script).
3. First Draft Production - 15 days (Creating the initial video draft).
4. Feedback on First Draft - 4 days (Collecting and incorporating feedback).
5. Video Editing - 4 days (Finalizing the edits based on feedback).
6. Final Approval - 2 day (Review and approval of the final video).

1. Payment Terms:

50%	After signing the contract
30%	After submitting the short video
20%	After submitting the final deliverables

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

2. 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 imbursements and actual bills and payment details to be submitted along with it.
4. All reimbursement bills should be in the name of **SELCO Foundation**.

Note: if the bills are in an individual's name, a 10% Tax Deducted at Source (TDS) deduction will be applicable, as outlined by Income Tax Act Section 194 R.

3. 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 on before 4th August 2024.

Any further queries please write to procurement@selcofoundation.org with a subject line: **"Videos covering Climate Crisis in Hilly States and Health Center Resilience"**



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:

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.