

# Terms of Reference (TOR)

<b>TOR for Video Documentation in Sikk</b>	im
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Title	360-Degree Video documentation of Health sites and stakeholder interviews in Sikkim.
Timeline	07 weeks
Expected area of expertise	The consultant must have proven 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.
Apply Google Link	https://forms.gle/KrWjF1sKgmNaigBdA

### 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:

The SELCO Foundation aims to highlight the growing impact of climate change, particularly cold stress in northern Sikkim, and the transformative role of renewable energy in building resilience. This video will raise awareness and drive support for climate-smart solutions that strengthen healthcare systems in Sikkim.

### 2. Goals and Objectives

Goal:

The SELCO Foundation is seeking a professional service provider to document key interventions through high-quality **360-degree video documentation**. The objective is to create **immersive, interactive visual content** that effectively communicates the impact of climate smart energy solutions in underserved communities. This content will be used for stakeholder engagement, advocacy, and knowledge dissemination.



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

# 3. Scope of Work

# Location: Sikkim

The proposed project will include the following:

### 1. Experiential Film

### 1A. Full-Length Film (8 minutes) 360 degree video:

- Capturing the impact of climate change on Sikkim, particularly cold stress and extreme weather events.
- Highlighting the urgent need for resilient healthcare infrastructure.
- Showcasing the role of climate-smart energy solutions in improving healthcare access.
- Addressing key challenges such as remoteness, out-of-pocket medical expenses, and disruptions to healthcare due to extreme weather (e.g., snowfall cutting off access to health facilities, power outages affecting healthcare services).

### 1B. Short Film (2 minutes) Regular video:

- A concise version focused on the problem statement and impact.
- Strong emphasis on the partnership with the Government of Sikkim in implementing solutions.

### 2. Photo Documentation

- Quantity: 25-30 professionally edited high-resolution images.
- Content: A visual narrative capturing the entire ecosystem across shoot locations, forming the basis of a compelling photo storybook.
- Site Locations:

S.No	States	Name of the place	Required Shoot days
1.	Sikkim		7 days

References: https://www.youtube.com/watch?v=RDS3cj8WZvM&t=152s



# 4. Deliverables:

- 1. Long format 360-degree video (8 minutes)
- 2. Short Format video (2minutes)
- 3. 25-30 high-resolution images (Edited)

# 5. Timeline

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

- 1. Script Development 2 days from contract signing
- 2. Script Approval 2 days (Review and approval of the script)
- 3. Production 7 days
- 4. First Draft 4 days
- 5. Feedback on First Draft 1 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)

# Photos – 10 days from signing of contract.

50-70 high-resolution edited images.

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

- 1. Script Development 2 days from contract signing
- 2. Script Approval 2 days (Review and approval of the script)
- 3. First Draft 8 days
- 4. Feedback on First Draft 2 days (Collecting and incorporating feedback)
- 5. Video Editing 5 days (Finalizing the edits based on feedback)
- 6. Final Approval 1 day (Review and approval of the final video).

# 6. Instruments to be Used:



- Use of high-quality 360-degree cameras, stabilizers, and post-production software.
- Capability to deliver stitched, high-resolution outputs optimized for multiple platforms (VR, YouTube 360, etc.).
- Experience with spatial audio recording and editing for an immersive experience.
- 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 postproduction.

### 7. 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.

### 8. Selection Criteria:

- Proven experience in **360-degree video production**.
- Access to professional **360-degree cameras, stabilizers, and audio equipment**.
- Expertise in VR video editing, stitching, and spatial audio mixing.
- A portfolio of past work demonstrating **immersive storytelling**.
- Ability to work in **rural, remote locations** with minimal supervision.

### 1. Relevant Experience:

The consultant must have proven 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.

### 9. Payment Terms:

Agency / consultants are invited to submit a Invoice against the deliverables, payment will be considered each party agrees.

### 10. Timeline:

07 Weeks from signing of contract

### 11. Financial proposal

Submit a detailed proposal including:

- Shoot days
- Budget breakdown (equipment rentals, editing, etc.)
- Travel and lodging to be provided by SELCO Foundation. Use

### below Table of Format for Financial Proposal:

Expenses	Per Cost	Total Cost
Production		
Post-Production		
Logistic & Transport		
GST%		
Total		



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(<u>https://forms.gle/KrWjF1sKgmNaigBdA</u>) on before **03/04/2025**.

Any further queries please write to <u>procurement@selcofoundation.org</u> with a subject line: **"TOR for Video Documentation in Sikkim**" (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:

- The *Enterprise* will comply with all applicable laws, rules, regulations and statutory requirements and amendments thereof, in the manufacture and distribution of products and supplies and in providing services to the SELCO and during the term of Agreement.
- Child Labor- The Enterprise will, 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.
- Forced Labor- The Enterprise will not engage in any activity that will result in forced or compulsory labor under applicable laws including the Bonded Labour System (Abolition) Act, 1976,
- Abuse of Labor- Enterprise will act in accordance with applicable laws and regulations and will not violate the rights of labourers as stated in The Factories Act, 1948 and similar legislations.
- Working Hours, Overtime, Wages and Other Benefits-Working hours, wages and benefits shall be provided by the Enterprise to its staff and employees in accordance with applicable laws including the Minimum Wages Act, 1948.
- Declaration of blacklisting- Enterprise represents and warrants to SELCO that, as on the date of signing of this Purchase Order, it is neither blacklisted/ debarred nor it is under a declaration of ineligibility by Central / State or Semi-Government Organization/Department or Institutions and Public Sector Undertakings in India and abroad Enterprise further undertakes to duly inform SELCO in the event it is blacklisted subsequent to execution of this Purchase Order.
- Compliance with Anti-bribery Laws: Enterprise and each of its directors, officers, employees, agents
  or other (collectively referred to as "Enterprise ") represent and warrant that it shall not either
  directly or on behalf of SELCO Foundation give, offer, promise to offer, or authorize the offer,
  directly or indirectly (proxy bribing), anything of value (such as money, shares, goods or service,
  gifts or entertainment) to government officials, government customers, potential government
  customers or foreign government officials including officials of any public international
  organizations or officials of any political party either in India or abroad ("Officials") with an Intent to
  influence any act or decision in his or her official capacity Induce the Official to do or omit to do any
  act in violation of his or her lawful duty to obtain any improper advantage, or Induce to use such
  Official 's influence improperly to affect or influence an act or decision.
- The Enterprise shall not provide any offering, promising, giving or receive, solicit or accept a financial or other advantage, or any other thing of value, with the intention of influencing or rewarding the behaviour of a person in a position of trust to perform a public, commercial or legal function to obtain or retain a commercial advantage.
- Enterprise understands and acknowledges that any non- adherence to the warranty as stated herein above will be violation of the provisions of the Indian Prevention of Corruption Act,1988 and other applicable laws and legislations("Anti-bribery Laws").
- In addition, Enterprise agrees to promptly report to SELCO Foundation of any incident of breach or potential breach of this section.
- Compliance with Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013 (PoSH): The Enterprise shall agree to 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.